

Columbia Gas of Kentucky, Inc.
Case No. 2021-00183
Standard Filing Requirements
5/28/2021
Volume 4 of 9

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			Melissa Bartos, Jeffery T. Gore, Jennifer Harding, Kevin L. Johnson, Chun-Yi Lai, Vincent V. Rea, David A. Roy, Michael A. Rozsa, Judith L. Siegler, John J. Spanos, Susanne M. Taylor
32	807 KAR 5:001 Section 16-(7)(c)	Factors Used in Preparing Forecast	Chun-Yi Lai, David A. Roy
33	807 KAR 5:001 Section 16-(7)(d)	Annual and Monthly Budget	Kimra H. Cole
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37	807 KAR 5:001 Section 16-(7)(h)	Financial Forecasts	Chun-Yi Lai
38	807 KAR 5:001 Section 16-(7)(h)1	Operating Income Statement	Chun-Yi Lai
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40	807 KAR 5:001 Section 16-(7)(h)3	Statement of Cash Flows	Chun-Yi Lai
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46	807 KAR 5:001 Section 16-(7)(h)9	Employee Level	Chun-Yi Lai
47	807 KAR 5:001 Section 16-(7)(h)10	Labor Cost Changes	Chun-Yi Lai
48	807 KAR 5:001 Section 16-(7)(h)11	Capital Structure Requirements	Vincent V. Rea
49	807 KAR 5:001 Section 16-(7)(h)12	Rate Base	Jeffery T. Gore
50	807 KAR 5:001 Section 16-(7)(h)13	Gallons of Water Projected (Water)	Not Applicable
51	807 KAR 5:001 Section 16-(7)(h)14	Customer Forecast (Gas, Water)	Melissa Bartos
52	807 KAR 5:001 Section 16-(7)(h)15	Sales Volume Forecasts (Gas)	Melissa Bartos
53	807 KAR 5:001 Section 16-(7)(h)16	Toll and Access Forecast (Telephone)	Not Applicable
54	807 KAR 5:001 Section 16-(7)(h)17	Detailed Explanation of Other Info	Not Applicable
55	807 KAR 5:001 Section 16-(7)(i)	FERC Audit Reports	Vincent V. Rea
56	807 KAR 5:001 Section 16-(7)(j)	Stock or Bond Prospectuses	Jeffery T. Gore
57	807 KAR 5:001 Section 16-(7)(k)	FERC Form 2	Judith L. Siegler

**Columbia Gas of Kentucky, Inc.
CASE NO. 2021-00183
Forecasted Test Period Filing Requirements
807 KAR 5:001 Section 16-(7)(b)**

Description of Filing Requirement:

The utility's most recent capital construction budget containing at a minimum a three (3) year forecast of construction expenditures;

Response:

Please refer to the attached.

Responsible Witness:

David A. Roy

FR 16-(7)(b)

Columbia Gas of Kentucky, Inc.
Case No. 2021-00183
Projected Capital Expenditure Budget
Years 2021 - 2024

<u>Line</u> <u>No.</u>	<u>2021</u> <u>(\$000)</u>	<u>2022</u> <u>(\$000)</u>	<u>2023</u> <u>(\$000)</u>	<u>2024</u> <u>(\$000)</u>
1 New Business (Growth)	8,948	8,736	10,560	11,488
2 Age & Condition (Replacement)	37,788	44,511	49,147	62,408
3 Mandatory (Public Improvement, Replacement)	6,300	1,800	1,800	1,893
4 Betterment	11,670	7,440	435	453
5 Automated Meter Reading	-	-	-	-
6 Support Services	925	697	675	836
7 Information Technology	4,821	5,823	5,630	5,630
8 Total	<u>70,452</u>	<u>69,007</u>	<u>68,247</u>	<u>82,708</u>

Columbia Gas of Kentucky, Inc.
CASE NO. 2021-00183
Forecasted Test Period Filing Requirements
807 KAR 5:001 Section 16-(7)(c)

Description of Filing Requirement:

A complete description, which may be filed in written testimony form, of all factors used in preparing the utility's forecast period. All econometric models, variables, assumptions, escalation factors, contingency provisions, and changes in activity levels shall be quantified, explained, and properly supported;

Response:

Please refer to the prefiled testimony of the witnesses listed below located in Tab 18 and Tabs 20 through 29.

Responsible Witnesses:

Melissa Bartos, Jeffrey T. Gore, Jennifer Harding, Kevin L. Johnson, Chun-Yi Lai, Vincent V. Rea, David A. Roy, Michael A. Rozsa, Judith L. Siegler, John J. Spanos, Susanne M. Taylor.

**Columbia Gas of Kentucky, Inc.
CASE NO. 2021-00183
Forecasted Test Period Filing Requirements
807 KAR 5:001 Section 16-(7)(d)**

Description of Filing Requirement:

The utility's annual and monthly budget for the twelve (12) months preceding the filing date, the base period, and forecasted period;

Response:

Please refer to the attached.

Responsible Witness:

Chun-Yi Lai, David A. Roy

Columbia Gas of Kentucky, Inc.
Case No. 2021 - 00183
Income Statement Budget
For the Twelve Months Ending May 31, 2021
(\$000)

Line No.	12 Months Preceding Filing Date	Actual												Forecast		Total
		Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Forecast	Forecast	
1	Gas Revenue	5,544	5,508	5,497	5,747	7,874	12,236	19,235	22,501	21,078	14,589	8,570	6,651	8,570	6,651	135,028
2	Gas Purchase Expense	584	594	565	711	1,563	3,936	7,880	9,369	9,398	5,630	2,475	1,976	2,475	1,976	44,681
3	Plant Revenue	4,960	4,914	4,932	5,036	6,311	8,300	11,355	13,132	11,680	8,959	6,095	4,675	6,095	4,675	90,348
4	O&M Expenses	3,525	3,778	3,650	5,480	3,954	4,160	6,194	4,128	3,330	4,965	5,058	4,791	5,058	4,791	53,014
5	Depreciation & Amortization	1,253	1,264	1,276	1,284	1,292	1,308	1,322	1,329	1,342	1,345	1,352	1,358	1,352	1,358	15,725
6	Other Taxes	553	564	551	559	564	558	568	644	527	661	672	661	672	661	7,082
7	Plant Expenses	5,330	5,607	5,478	7,323	5,810	6,026	8,084	6,100	5,199	6,970	7,082	6,810	7,082	6,810	75,820
8	Operating Income Before Income Taxes	(371)	(693)	(546)	(2,288)	501	2,273	3,272	7,032	6,481	1,989	(987)	(2,136)	(987)	(2,136)	14,528
9	Income Taxes	(297)	(395)	(358)	(790)	(95)	331	1,678	1,525	1,401	322	(445)	(740)	(445)	(740)	2,135
10	Net Operating Income	(73)	(298)	(188)	(1,498)	596	1,942	1,594	5,507	5,080	1,667	(542)	(1,395)	(542)	(1,395)	12,393
11	Other Income & Deductions	57	16	37	125	226	224	209	263	99	171	50	34	50	34	1,510
12	Income Before Interest Expense	(16)	(282)	(151)	(1,373)	822	2,167	1,802	5,770	5,179	1,838	(492)	(1,361)	(492)	(1,361)	13,903
13	Interest Expense	580	634	631	617	623	688	650	633	579	649	625	644	625	644	7,554
14	Net Income	(596)	(915)	(782)	(1,990)	199	1,478	1,152	5,137	4,600	1,189	(1,117)	(2,005)	(1,117)	(2,005)	6,350

Columbia Gas of Kentucky, Inc.
Case No. 2021 - 00183
Income Statement Budget
Base Period: Twelve Months Ending August 31, 2021
(\$000)

Line No.	Base Period	Actual Sep-20	Actual Oct-20	Actual Nov-20	Actual Dec-20	Actual Jan-21	Actual Feb-21	Forecast Mar-21	Forecast Apr-21	Forecast May-21	Forecast Jun-21	Forecast Jul-21	Forecast Aug-21	Total
1	Gas Revenue	5,747	7,874	12,236	19,235	22,501	21,078	14,589	8,570	6,651	4,864	4,916	4,921	133,181
2	Gas Purchase Expense	711	1,563	3,936	7,880	9,369	9,398	5,630	2,475	1,976	798	913	925	45,574
3	Plant Revenue	5,036	6,311	8,300	11,355	13,132	11,680	8,959	6,095	4,675	4,065	4,004	3,996	87,607
4	O&M Expenses	5,480	3,954	4,160	6,194	4,128	3,330	4,965	5,058	4,791	4,789	4,692	4,714	56,255
5	Depreciation & Amortization	1,284	1,292	1,308	1,322	1,329	1,342	1,345	1,352	1,358	1,366	1,374	1,386	16,058
6	Other Taxes	559	564	558	568	644	527	661	672	661	664	664	658	7,399
7	Plant Expenses	7,323	5,810	6,026	8,084	6,100	5,199	6,970	7,082	6,810	6,819	6,731	6,758	79,712
8	Operating Income Before Income Tax:	(2,288)	501	2,273	3,272	7,032	6,481	1,989	(987)	(2,136)	(2,754)	(2,727)	(2,762)	7,894
9	Income Taxes	(790)	(95)	331	1,678	1,525	1,401	322	(445)	(740)	(888)	(903)	(914)	480
10	Net Operating Income	(1,498)	596	1,942	1,594	5,507	5,080	1,667	(542)	(1,395)	(1,866)	(1,824)	(1,848)	7,414
11	Other Income & Deductions	125	226	224	209	263	99	171	50	34	28	27	28	1,484
12	Income Before Interest Expense	(1,373)	822	2,167	1,802	5,770	5,179	1,838	(492)	(1,361)	(1,837)	(1,796)	(1,820)	8,898
13	Interest Expense	617	623	688	650	633	579	649	625	644	613	700	706	7,728
14	Net Income	(1,990)	199	1,478	1,152	5,137	4,600	1,189	(1,117)	(2,005)	(2,450)	(2,496)	(2,527)	1,170

Columbia Gas of Kentucky, Inc.
Case No. 2021 - 00183
Income Statement Budget
Forecasted Test Period: Twelve Months Ending December 31, 2022
(\$000)

Line No.	Forecasted Period	Forecast Jan-22	Forecast Feb-22	Forecast Mar-22	Forecast Apr-22	Forecast May-22	Forecast Jun-22	Forecast Jul-22	Forecast Aug-22	Forecast Sep-22	Forecast Oct-22	Forecast Nov-22	Forecast Dec-22	Total
1	Gas Revenue	16,175	14,828	12,838	9,969	8,540	7,896	7,847	7,864	8,003	9,186	11,432	14,718	129,297
2	Gas Purchase Expense	3,852	3,852	3,852	3,852	3,852	3,852	3,852	3,852	3,852	3,852	3,852	3,852	46,226
3	Plant Revenue	12,323	10,976	8,986	6,117	4,688	4,044	3,995	4,012	4,151	5,334	7,579	10,866	83,071
4	O&M Expenses	4,654	4,656	4,758	4,844	4,689	4,664	4,521	4,648	5,128	4,696	4,166	4,484	55,908
5	Depreciation & Amortization	1,465	1,473	1,482	1,489	1,495	1,503	1,511	1,522	1,531	1,545	1,566	1,591	18,173
6	Other Taxes	735	732	741	753	741	744	745	738	738	737	720	722	8,845
7	Plant Expenses	6,854	6,861	6,981	7,086	6,925	6,911	6,776	6,908	7,397	6,978	6,452	6,798	82,926
8	Operating Income Before Income Taxes	5,470	4,115	2,005	(969)	(2,237)	(2,867)	(2,781)	(2,896)	(3,247)	(1,643)	1,128	4,068	146
9	Income Taxes	1,138	816	274	(480)	(807)	(960)	(958)	(989)	(1,069)	(675)	23	754	(2,932)
10	Net Operating Income	4,332	3,299	1,731	(489)	(1,429)	(1,906)	(1,824)	(1,907)	(2,178)	(969)	1,104	3,314	3,077
11	Other Income & Deductions	87	79	67	54	37	28	26	27	29	30	41	62	568
12	Income Before Interest Expense	4,419	3,377	1,798	(435)	(1,393)	(1,878)	(1,797)	(1,880)	(2,149)	(939)	1,146	3,377	3,646
13	Interest Expense	730	654	708	740	768	743	817	826	798	823	807	841	9,255
14	Net Income	3,690	2,723	1,090	(1,175)	(2,160)	(2,621)	(2,614)	(2,706)	(2,947)	(1,762)	338	2,535	(5,609)

Columbia Gas of Kentucky, Inc.
Case No. 2021-00183
Capital Expenditure Budget by Major Category
For the Twelve Months Ending May 31, 2021, Base Period and the Forecasted Test Period
(\$000)

Line No.	12 Months Preceding Filing Date	Jan-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Total
2	New Business (Growth)	437	521	897	718	797	946	604	635	630	613	582	729	8,109
3	Age & Condition (Replacement)	5,007	4,518	4,687	4,262	4,210	1,243	7,590	1,478	1,824	2,506	3,065	3,432	43,822
4	Mandatory (Public Improvement, Replacement)	346	278	270	237	277	263	543	448	644	863	865	773	5,808
5	Betterment	9	18	32	50	114	121	62	446	234	702	534	1,210	3,533
6	Automated Meter Reading	-	-	-	-	-	-	-	-	-	-	-	-	-
7	Support Services	110	108	72	108	54	104	(36)	37	37	46	65	93	797
7	Information Technology	234	284	306	256	276	256	256	402	402	402	402	402	3,879
8	Contributions and Reimbursements*	-	-	-	-	-	-	(1,127)	(27)	(39)	(52)	(52)	(47)	(1,343)
9	Total	6,143	5,728	6,265	5,631	5,728	2,934	7,892	3,419	3,732	5,080	5,460	6,591	64,604

Line No.	Base Period	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Total
11	New Business (Growth)	718	797	946	604	635	630	613	582	729	629	636	935	8,454
12	Age & Condition (Replacement)	4,262	4,210	1,243	7,590	1,478	1,824	2,506	3,065	3,432	3,556	3,665	3,774	40,606
13	Mandatory (Public Improvement, Replacement)	237	277	263	543	448	644	863	865	773	717	650	93	6,373
14	Betterment	50	114	121	62	446	234	702	534	1,210	1,909	1,484	1,691	8,557
15	Automated Meter Reading	-	-	-	-	-	-	-	-	-	-	-	-	-
16	Support Services	108	54	104	(36)	37	37	46	65	93	93	93	93	785
17	Information Technology	256	276	256	256	402	402	402	402	402	402	402	402	4,259
18	Contributions and Reimbursements*	-	-	-	(1,127)	(27)	(39)	(52)	(52)	(47)	(43)	(39)	(6)	(1,431)
19	Total	5,631	5,728	2,934	7,892	3,419	3,732	5,080	5,460	6,591	7,262	6,891	6,982	67,602

Line No.	Forecasted Period	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Total
21	New Business (Growth)	860	677	627	612	592	500	573	1,024	854	860	788	769	8,736
22	Age & Condition (Replacement)	1,860	2,457	4,113	4,658	5,104	5,316	4,491	4,113	4,553	4,106	2,376	1,367	44,515
23	Mandatory (Public Improvement, Replacement)	88	198	286	286	286	308	154	154	88	132	154	66	2,200
24	Betterment	301	310	270	800	796	800	926	934	952	461	465	426	7,440
25	Automated Meter Reading	-	-	-	-	-	-	-	-	-	-	-	-	-
26	Support Services	28	28	35	49	70	70	70	70	70	70	70	70	697
27	Information Technology	485	485	485	485	485	485	485	485	485	485	485	485	5,823
28	Contributions and Reimbursements*	(16)	(36)	(53)	(53)	(53)	(57)	(29)	(28)	(17)	(24)	(28)	(12)	(405)
29	Total	3,606	4,119	5,764	6,837	7,280	7,423	6,670	6,752	6,986	6,089	4,310	3,170	69,007

*Includes Contributions and Reimbursements for Growth, Age & Condition and Public Improvement

Columbia Gas of Kentucky, Inc.
CASE NO. 2021-00183
Forecasted Test Period Filing Requirements
807 KAR 5:001 Section 16-(7)(e)

Description of Filing Requirement:

A statement of attestation signed by the utility's chief officer in charge of Kentucky operations, which shall provide:

1. That the forecast is reasonable, reliable, made in good faith, and that all basic assumptions used in the forecast have been identified and justified;
2. That the forecast contains the same assumptions and methodologies as used in the forecast prepared for use by management, or an identification and explanation for differences that exist, if applicable; and
3. That productivity and efficiency gains are included in the forecast.

Response:

Please refer to the attached.

Responsible Witness:

Kimra H. Cole

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

In the matter of:)	
)	
ELECTRONIC APPLICATION OF)	Case No. 2021-00183
CO-LUMBIA GAS OF KENTUCKY,)	
INC. FOR AN ADJUSTMENT OF)	
RATES; AP-PROVAL OF)	
DEPRECIATION STUDY;)	
APPROVAL OF TARIFF)	
REVISIONS; IS-SUANCE OF A)	
CERTIFICATE OF PUBLIC)	
CONVENIENCE AND NECESSITY;)	
AND OTHER RELIEF)	

**STATEMENT OF ATTESTATION OF THE OFFICER IN CHARGE OF
KENTUCKY OPERATIONS**

1. The forecast presented in this rate application is reasonable, reliable, made in good faith, and all basic assumptions used in the forecast have been identified and justified; and
2. The forecast contains the same assumptions and methodologies as used in the forecast prepared for use by management, and any differences that exist have been identified and explained; and
3. Productivity and efficiency gains have been included in the forecast.



Kimra H. Cole

COMMONWEALTH OF KENTUCKY

COUNTY OF Jayette

SUBSCRIBED AND SWORN to before me by Kimra H. Cole on this the 20th day of May, 2020.

Evelyn Long Dan
Notary Public

My Commission expires: 05/15/2022
#600718

Columbia Gas of Kentucky, Inc.
CASE NO. 2021-00183
Forecasted Test Period Filing Requirements
807 KAR 5:001 Section 16-(7)(f)

Description of Filing Requirement:

For each major construction project that constitutes five (5) percent or more of the annual construction budget within the three (3) year forecast, the following information shall be filed:

1. The date the project was started or estimated starting date;
2. The estimated completion date;
3. The total estimated cost of construction by year exclusive and inclusive of allowance for funds used during construction ("AFUDC") or interest during construction credit; and
4. The most recent available total costs incurred exclusive and inclusive of AFUDC or interest during construction credit.

Response:

Please refer to the attached.

Responsible Witness:

David A. Roy

Columbia Gas of Kentucky, Inc.
 Case No. 2021-00183
 Most Recent Capital Expenditure Budget
 (\$000)

Estimated Start Date	Estimated End Date	Class Category	Project Name	Total Cost Incurred YTD March 2021	Estimate Inclusive of AFUDC			
					Annual 2021	Annual 2022	Annual 2023	Annual 2024
<u>Total Projects > 5% of Annual Construction</u>								
		Mandatory (Public Improvement)	Clays Mill Road Relocation	838	4,000			
1/15/2021	12/31/2021	Betterment	Line DE In-Line Inspection		7,000			
7/19/2021	12/31/2022	Age and Condition (Replacement)	Westwood POD Replacement		3,500			
4/1/2022	12/31/2022	Age and Condition (Replacement)	Dug Hill Road POD Replacement			3,100		
4/1/2023	12/31/2023							
			Total	838	14,000	10,500	3,100	-

Estimated Start Date	Estimated End Date	Class Category	Project Name	Total Cost Incurred YTD March 2021	Estimate Exclusive of AFUDC			
					Annual 2021	Annual 2022	Annual 2023	Annual 2024
<u>Total Projects > 5% of Annual Construction</u>								
		Mandatory (Public Improvement)	Clays Mill Road Relocation	836	3,850			
1/15/2021	12/31/2021	Betterment	Line DE In-Line Inspection		9,624	6,737		
7/19/2021	12/31/2022	Age and Condition (Replacement)	Westwood POD Replacement		3,368			
4/1/2022	12/31/2022	Age and Condition (Replacement)	Dug Hill Road POD Replacement			2,984		
4/1/2023	12/31/2023							
			Total	836	13,474	10,105	2,984	-

Columbia Gas of Kentucky, Inc.
CASE NO. 2021-00183
Forecasted Test Period Filing Requirements
807 KAR 5:001 Section 16-(7)(g)

Description of Filing Requirement:

For all construction projects that constitute less than five (5) percent of the annual construction budget within the three (3) year forecast, the utility shall file an aggregate of the information requested in paragraph (f)3 and 4 of this subsection;

Response:

Please refer to the attached.

Responsible Witness:

David A. Roy

FR 16-(7)(g)

Columbia Gas of Kentucky, Inc.
Case No. 2021-00183
Most Recent Capital Expenditure Budget
(\$000)

Class Category	Total Cost Incurred YTD March 2021	Estimate Inclusive of AFUDC			
		Annual 2021	Annual 2022	Annual 2023	Annual 2024
<u>Total Projects < 5% of Annual Construction</u>	10,493	51,632	52,684	59,518	77,079
<u>Total</u>	<u>10,493</u>	<u>51,632</u>	<u>52,684</u>	<u>59,518</u>	<u>77,079</u>

Class Category	Total Cost Incurred YTD March 2021	Estimate Exclusive of AFUDC			
		Annual 2021	Annual 2022	Annual 2023	Annual 2024
<u>Total Projects < 5% of Annual Construction</u>	10,421	49,692	50,704	57,281	74,182
<u>Total</u>	<u>10,421</u>	<u>49,692</u>	<u>50,704</u>	<u>57,281</u>	<u>74,182</u>

Columbia Gas of Kentucky, Inc.
CASE NO. 2021-00183
Forecasted Test Period Filing Requirements
807 KAR 5:001 Section 16-(7)(h)

Description of Filing Requirement:

A financial forecast corresponding to each of the three (3) forecasted years included in the capital construction budget. The financial forecast shall be supported by the underlying assumptions made in projecting the results of operations and shall include the following information:

1. Operating income statement (exclusive of dividends per share or earnings per share);
2. Balance sheet;
3. Statement of cash flows;
4. Revenue requirements necessary to support the forecasted rate of return;
5. Load forecast including energy and demand (electric);
6. Access line forecast (telephone);
7. Mix of generation (electric);
8. Mix of gas supply (gas);
9. Employee level;
10. Labor cost changes;
11. Capital structure requirements;
12. Rate base;
13. Gallons of water projected to be sold (water);
14. Customer forecast (gas, water);
15. Sales volume forecasts – cubic feet (gas);
16. Toll and access forecast of number of calls and number of minutes (telephone); and
17. A detailed explanation of other information provided, if applicable

Response:

Please refer to Tabs 38 through 54 for the information responsive to this filing requirement.

Responsible Witnesses:

Melissa Bartos, Jeffrey T. Gore, Chun-Yi Lai, Vincent V. Rea.

Columbia Gas of Kentucky, Inc.
CASE NO. 2021-00183
Forecasted Test Period Filing Requirements
807 KAR 5:001 Section 16-(7)(h)1

Description of Filing Requirement:

Operating income statement (exclusive of dividends per share or earnings per share);

Response:

Please refer to the attached. Note that the attached does not reflect any impact from the current proceeding.

Responsible Witness:

Chun-Yi Lai

Columbia Gas of Kentucky, Inc.
Case No. 2021-00183
Forecasted Income Statement Summary
Calendar Years 2021 - 2024

Line No.	Description	<u>2021</u> (000)	<u>2022</u> (000)	<u>2023</u> (000)	<u>2024</u> (000)
1	Gas Revenue	\$ 129,062	\$ 129,297	\$ 129,615	\$ 129,599
2	Gas Purchase Expense	<u>46,226</u>	<u>46,226</u>	<u>46,226</u>	<u>46,226</u>
3	Plant Revenue	82,837	83,071	83,389	83,374
4	O&M Expenses	58,361	55,908	57,224	58,688
5	Depreciation	16,537	18,173	19,831	21,557
6	Other Taxes	<u>7,885</u>	<u>8,845</u>	<u>10,045</u>	<u>11,150</u>
7	Plant Expenses	82,783	82,926	87,100	91,395
8	Operating Income Before Taxes	53	146	(3,711)	(8,021)
9	Income Taxes	<u>(2,351)</u>	<u>(2,932)</u>	<u>(4,307)</u>	<u>(5,809)</u>
10	Net Operating Income	2,404	3,077	596	(2,212)
11	Other Income	1,211	568	566	620
12	Income Before Interest	3,615	3,646	1,162	(1,592)
13	Interest Expense	<u>8,029</u>	<u>9,255</u>	<u>10,455</u>	<u>11,838</u>
14	Net Income from Subsidiaries	-	-	-	-
15	Net Income	<u>\$ (4,414)</u>	<u>\$ (5,609)</u>	<u>\$ (9,293)</u>	<u>\$ (13,431)</u>

**Columbia Gas of Kentucky, Inc.
CASE NO. 2021-00183
Forecasted Test Period Filing Requirements
807 KAR 5:001 Section 16-(7)(h)2**

Description of Filing Requirement:

Balance sheet;

Response:

Please refer to the attached. Note that the attached does not reflect any impact from the current proceeding.

Responsible Witness:

Chun-Yi Lai

Columbia Gas of Kentucky, Inc.
Case No. 2021-00183
Forecasted Balance Sheets
Calendar Years 2021 - 2024

Line No.	Description	2021 (000)	2022 (000)	2023 (000)	2024 (000)
1	Assets				
2	Property, Plant and Equipment	\$ 667,204	\$ 726,558	\$ 785,567	\$ 849,095
3	Accumulated Depreciation	<u>(173,853)</u>	<u>(180,412)</u>	<u>(189,047)</u>	<u>(189,465)</u>
4	Net Plant	493,352	546,145	596,521	659,631
5	Investment in Subsidiaries	174	174	174	174
6	Income from Subsidiaries	566	566	566	566
7	Current Assets	68,059	65,724	63,414	60,961
8	Deferred Assets	18,588	19,440	21,623	22,014
9	Regulatory Assets	6,090	7,131	8,304	9,605
10	Non-current Regulatory Assets	6,712	6,712	6,712	6,712
11	Other Non-current Assets	<u>1,180</u>	<u>1,180</u>	<u>1,180</u>	<u>1,180</u>
12	Total Other Assets	101,369	100,926	101,974	101,212
13	Total Assets	<u>\$ 594,720</u>	<u>\$ 647,072</u>	<u>\$ 698,494</u>	<u>\$ 760,843</u>
14	Capitalization and Liabilities				
15	Total Equity	223,849	254,241	282,948	315,517
16	Short-term Debt	26,033	18,065	13,245	22,785
17	Long-term Debt	<u>184,610</u>	<u>216,610</u>	<u>241,610</u>	<u>268,610</u>
18	Total Debt	210,643	234,675	254,855	291,395
19	Total Capitalization	434,492	488,916	537,803	606,912
20	Current Liabilities	46,584	39,179	36,064	22,477
21	Non-current Liabilities	<u>113,644</u>	<u>118,977</u>	<u>124,628</u>	<u>131,454</u>
22	Total Liabilities	160,228	158,156	160,692	153,931
23	Total Capitalization and Liabilities	<u>\$ 594,720</u>	<u>\$ 647,072</u>	<u>\$ 698,494</u>	<u>\$ 760,843</u>
24	Assets less Capitalization & Liabilities	-	-	-	-

Columbia Gas of Kentucky, Inc.
CASE NO. 2021-00183
Forecasted Test Period Filing Requirements
807 KAR 5:001 Section 16-(7)(h)3

Description of Filing Requirement:

Statement of cash flows;

Response:

Please refer to the attached. Note that the attached does not reflect any impact from the current proceeding.

Responsible Witness:

Chun-Yi Lai

Columbia Gas of Kentucky, Inc.
Case No. 2021-00183
Forecasted Statements of Cash Flow
Calendar Years 2021 - 2024

Line No.	Description	2021 (000)	2022 (000)	2023 (000)	2024 (000)
1	Cash Flow from Operations				
2	Net Income	\$ (4,414)	\$ (5,609)	\$ (9,293)	\$ (13,431)
3	Depreciation	16,576	18,213	19,872	21,600
4	Deferred Income Taxes And Investment Tax Credits	2,403	2,837	1,683	4,639
5	Deferred Benefits Plan	188	363	280	144
6	AFUDC	(244)	(234)	(232)	(286)
7	Cash flow from operations	14,509	15,570	12,311	12,666
8	Change in Current Assets/Liabilities:				
9	Regulatory Assets/Liabilities	103	103	103	103
10	Accounts Receivable	(209)	(209)	(200)	(200)
11	Inventories	568	568	461	461
12	Accounts Payable	69	69	59	73
13	Taxes Accrued	(7,746)	(7,053)	(2,829)	(13,314)
14	Other Current Liabilities	(815)	(421)	(346)	(346)
15	Other Current Assets	1,858	1,976	2,048	2,192
16	Change in Other Non-current Liabilities	316	314	313	311
17	Change in Current Assets/Liabilities	(5,857)	(4,653)	(390)	(10,719)
18	Net Cash from Operations	8,652	10,916	11,920	1,947
19	Cash Flow from Investing Activities				
20	Net Capital Expenditures	(72,047)	(70,611)	(69,836)	(84,235)
21	Total Cash from Investing	(72,047)	(70,611)	(69,836)	(84,235)
22	Cash from Financing Activity				
23	Net Financing Activity	63,395	59,695	57,916	82,288
24	Total Cash from Financing	63,395	59,695	57,916	82,288
25	Total Increase/(Decrease) in Cash	-	-	-	-
26	Beginning Cash	782	782	782	782
27	Ending Cash	<u>\$ 782</u>	<u>\$ 782</u>	<u>\$ 782</u>	<u>\$ 782</u>

Columbia Gas of Kentucky, Inc.
CASE NO. 2021-00183
Forecasted Test Period Filing Requirements
807 KAR 5:001 Section 16-(7)(h)4

Description of Filing Requirement:

Revenue requirements necessary to support the forecasted rate of return;

Response:

Please refer to the attached.

Responsible Witness:

Jeffery T. Gore

Columbia Gas of Kentucky, Inc.
Case No. 2021-00183
Revenue Requirements Necessary to Support the Forecasted Rate of Return
For the Twelve Months Ended December 31, 201X

Line No.	Description	<u>2021</u> (000)	<u>2022</u> (000)	<u>2023</u> (000)	<u>2024</u> (000)
1	13 Month Average Rate Base	\$ 395,723	\$ 446,224	\$ 491,505	\$ 545,176
2	Operating Income	\$ 2,404	\$ 13,469	\$ 10,987	\$ 8,179
3	Earned Rate of Return	0.61%	3.02%	2.24%	1.50%
4	Required Rate of Return	7.62%	7.48%	7.48%	7.48%
5	Required Operating Income (1 x 4)	\$ 30,169	\$ 33,378	\$ 36,765	\$ 40,779
6	Operating Income Deficiency (5 - 2)	\$ 27,765	\$ 19,909	\$ 25,777	\$ 32,600
7	Gross Revenue Conversion Factor	1.340866	1.340866	1.340866	1.340866
8	Revenue Deficiency (6 x 7)	\$ 37,229	\$ 26,695	\$ 34,564	\$ 43,712
9	Operating Revenues	\$ 147,130	\$ 147,365	\$ 147,683	\$ 147,667
10	Revenue Requirements (8 + 9)	\$ 184,359	\$ 174,060	\$ 182,246	\$ 191,380

Columbia Gas of Kentucky, Inc.
CASE NO. 2021-00183
Forecasted Test Period Filing Requirements
807 KAR 5:001 Section 16-(7)(h)5

Description of Filing Requirement:

Load forecast including energy and demand (electric);

Response:

Not applicable to a gas utility.

Responsible Witness:

Not applicable.

Columbia Gas of Kentucky, Inc.
CASE NO. 2021-00183
Forecasted Test Period Filing Requirements
807 KAR 5:001 Section 16-(7)(h)6

Description of Filing Requirement:

Access line forecast (telephone);

Response:

Not applicable to a gas utility.

Responsible Witness:

Not applicable.

Columbia Gas of Kentucky, Inc.
CASE NO. 2021-00183
Forecasted Test Period Filing Requirements
807 KAR 5:001 Section 16-(7)(h)7

Description of Filing Requirement:

Mix of generation (electric);

Response:

Not applicable to a gas utility.

Responsible Witness:

Not applicable.

Columbia Gas of Kentucky, Inc.
CASE NO. 2021-00183
Forecasted Test Period Filing Requirements
807 KAR 5:001 Section 16-(7)(h)8

Description of Filing Requirement:

Mix of gas supply (gas);

Response:

Please refer to the attached.

Responsible Witness:

Chun-Yi Lai

Columbia Gas of Kentucky, Inc.
Case No. 2021-00183
Forecasted Mix of Gas Supply
Calendar Years 2021 - 2024

Line					
<u>No.</u>	<u>Description</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
		(000)	(000)	(000)	(000)
	<u>Sales Volumes (Mcf)</u>				
1	Local Purchases	280	280	280	281
2	Flowing Supply	14,077	13,798	14,213	13,484
3	Storage	467	28	(388)	406
4	Total Gas Supply	<u>14,824</u>	<u>14,106</u>	<u>14,106</u>	<u>14,171</u>

Columbia Gas of Kentucky, Inc.
CASE NO. 2021-00183
Forecasted Test Period Filing Requirements
807 KAR 5:001 Section 16-(7)(h)9

Description of Filing Requirement:

Employee level;

Response:

Please refer to the attached.

Responsible Witness:

Chun-Yi Lai

Columbia Gas of Kentucky, Inc.
Case No. 2021-00183
Forecasted Employee Level
Calendar Years 2021 - 2024

Line No.	2021	2022	2023	2024
1 Year End	209	209	209	209
2 Average	209	209	209	209

Columbia Gas of Kentucky, Inc.
CASE NO. 2021-00183
Forecasted Test Period Filing Requirements
807 KAR 5:001 Section 16-(7)(h)10

Description of Filing Requirement:

Labor cost changes;

Response:

Please refer to the attached.

Responsible Witness:

Chun-Yi Lai

Columbia Gas of Kentucky, Inc.
Case No. 2021 - 00183
Forecasted Labor Cost Changes
Calendar Years 2021 - 2024

Line No.	Description	2021	2022	2023	2024
1	Net Labor	\$ 14,020,754	\$ 14,273,342	\$ 14,616,598	\$ 15,053,949
2	Annual Change		\$ 252,588	\$ 343,256	\$ 437,351
3	Percent Change		1.8%	2.4%	3.0%

**Columbia Gas of Kentucky, Inc.
CASE NO. 2021-00183
Forecasted Test Period Filing Requirements
807 KAR 5:001 Section 16-(7)(h)11**

Description of Filing Requirement:

Capital structure requirements;

Response:

Please refer to the attached.

Responsible Witness:

Vincent V. Rea

Columbia Gas of Kentucky, Inc.
Case No. 2021-00183
Capital Structure Requirements
Thirteen Month Average Balances Ending December 31, 202X

<u>Line</u> <u>No.</u>	<u>Description</u>	<u>2021</u> (\$000)	<u>2022</u> (\$000)	<u>2023</u> (\$000)	<u>2024</u> (\$000)
1	Short-Term Debt	18,962	15,897	10,571	16,813
2	Long-Term Debt	167,606	199,144	227,298	253,837
3	Total Common Equity	202,385	238,992	266,269	294,067
4	Total Capitalization	388,953	454,033	504,138	564,716
5	Total Debt %	47.97%	47.36%	47.18%	47.93%
6	Total Equity %	<u>52.03%</u>	<u>52.64%</u>	<u>52.82%</u>	<u>52.07%</u>
7	Total	100.00%	100.00%	100.00%	100.00%

Columbia Gas of Kentucky, Inc.
CASE NO. 2021-00183
Forecasted Test Period Filing Requirements
807 KAR 5:001 Section 16-(7)(h)12

Description of Filing Requirement:

Rate base;

Response:

Please refer to the attached.

Responsible Witness:

Jeffery T. Gore

Columbia Gas of Kentucky, Inc.
Case No. 2021-00183
Forecasted Jurisdictional Rate Base
Thirteen Month Average Rate Base Ending December 31, 202X

Line No.	<u>Description</u>	<u>2021</u> (000)	<u>2022</u> (000)	<u>2023</u> (000)	<u>2024</u> (000)
1	Property, Plant and Equipment	\$ 619,895	\$ 676,893	\$ 735,251	\$ 793,828
2	Accumulated Depreciation and Amortization	<u>\$ (171,260)</u>	<u>(176,792)</u>	<u>\$ (184,978)</u>	<u>\$ (186,020)</u>
3	Net Plant in Service (Line 1 through Line 3)	448,636	500,101	550,273	607,807
4					
5	Deductions:				
6	Deferred Income Taxes & TCJA	<u>(90,545)</u>	<u>(90,516)</u>	<u>(97,480)</u>	<u>(101,777)</u>
7	Total Deductions	(90,545)	(90,516)	(97,480)	(101,777)
8					
9	Additions:				
10	Gas Stored Underground	37,333	36,340	38,413	38,847
11	Materials and Supplies	<u>299</u>	<u>299</u>	<u>299</u>	<u>299</u>
12	Total Additions	37,632	36,639	38,711	39,146
13					
14	Rate Base (Line 3 + Line 7 + Line 11)	<u>\$ 395,723</u>	<u>\$ 446,224</u>	<u>\$ 491,505</u>	<u>\$ 545,176</u>

Columbia Gas of Kentucky, Inc.
CASE NO. 2021-00183
Forecasted Test Period Filing Requirements
807 KAR 5:001 Section 16-(7)(h)13

Description of Filing Requirement:

Gallons of water projected to be sold (water);

Response:

Not applicable to a gas utility.

Responsible Witness:

Not applicable.

Columbia Gas of Kentucky, Inc.
CASE NO. 2021-00183
Forecasted Test Period Filing Requirements
807 KAR 5:001 Section 16-(7)(h)14

Description of Filing Requirement:

Customer forecast (gas, water);

Response:

Please refer to the attached.

Responsible Witness:

Melissa Bartos

FR 16-(7)(h)14

COLUMBIA GAS OF KENTUCKY, INC.
CASE NO. 2021-00183
CUSTOMER FORECAST
CALENDAR YEARS 2021 - 2024

DATA: _____BASE PERIOD FORECASTED PERIOD
TYPE OF FILING: ORIGINAL _____UPDATED

LINE NO.	DESCRIPTION	PROJECT CALENDAR YEARS [1]			
		2021	2022	2023	2024
1	SALES CUSTOMERS BY CLASS				
2	RESIDENTIAL	108,166	109,520	110,979	112,499
3	COMMERCIAL	11,463	11,710	11,958	12,207
4	INDUSTRIAL	53	53	53	53
5	WHOLESALE	2	2	2	2
6	ELECTRIC GENERATION	1	1	1	1
7	TOTAL SALES CUSTOMERS	119,685	121,286	122,993	124,762
8	TRANSPORTATION CUSTOMERS BY CLASS				
9	RESIDENTIAL	14,425	13,325	12,225	11,125
10	COMMERCIAL	2,593	2,363	2,133	1,903
11	INDUSTRIAL	66	66	66	66
12	TOTAL TRANSPORTATION CUSTOMERS	17,084	15,754	14,424	13,094
13	TOTAL CUSTOMERS	136,769	137,040	137,417	137,856

[1] Projected customer counts are at year end.

**Columbia Gas of Kentucky, Inc.
CASE NO. 2021-00183
Forecasted Test Period Filing Requirements
807 KAR 5:001 Section 16-(7)(h)15**

Description of Filing Requirement:

Sales volume forecasts – cubic feet (gas);

Response:

Please refer to the attached.

Responsible Witness:

Melissa Bartos

FR 16-(7)(h)15

COLUMBIA GAS OF KENTUCKY, INC.
CASE NO. 2021-00183
SALES VOLUME FORECASTS - HUNDRED CUBIC FEET (GAS)
FOR CALENDAR YEARS 2021 - 2024

DATA: _____ BASE PERIOD FORECASTED PERIOD
TYPE OF FILING: ORIGINAL _____ UPDATED

LINE NO.	DESCRIPTION	ANNUAL VOLUME [1]			
		2021 [2]	2022	2023	2024
1	SALES VOLUMES BY CLASS				
2	RESIDENTIAL	72,885,916	72,601,345	76,040,497	77,114,463
3	COMMERCIAL	38,349,597	37,640,630	37,558,405	37,689,848
4	INDUSTRIAL	2,376,853	2,419,552	2,437,532	2,459,725
5	WHOLESALE	113,894	112,511	112,293	112,697
6	ELECTRIC GENERATION	5,150	5,150	5,150	5,150
7	TOTAL SALES VOLUMES	113,731,410	112,779,189	116,153,877	117,381,882
8	TRANSPORTATION VOLUMES BY CLASS				
9	RESIDENTIAL	11,150,437	10,226,096	9,731,729	8,898,386
10	COMMERCIAL	47,770,967	47,085,735	46,998,340	47,174,367
11	INDUSTRIAL	131,525,618	132,656,441	133,765,359	135,166,622
12	TOTAL TRANSPORTATION VOLUMES	190,447,022	189,968,273	190,495,428	191,239,374
13	TOTAL THROUGHPUT	304,178,432	302,747,462	306,649,305	308,621,257

[1] Forecasted throughput does not include unbilled volumes.

[2] Includes actuals for January - February 2021

Columbia Gas of Kentucky, Inc.
CASE NO. 2021-00183
Forecasted Test Period Filing Requirements
807 KAR 5:001 Section 16-(7)(h)16

Description of Filing Requirement:

Toll and access forecast of number of calls and number of minutes (telephone); and

Response:

Not applicable to a gas utility.

Responsible Witness:

Not applicable.

Columbia Gas of Kentucky, Inc.
CASE NO. 2021-00183
Forecasted Test Period Filing Requirements
807 KAR 5:001 Section 16-(7)(h)17

Description of Filing Requirement:

A detailed explanation of other information provided, if applicable

Response:

Not applicable.

Responsible Witness:

Not applicable.

**Columbia Gas of Kentucky, Inc.
CASE NO. 2021-00183
Forecasted Test Period Filing Requirements
807 KAR 5:001 Section 16-(7)(i)**

Description of Filing Requirement:

The most recent Federal Energy Regulatory Commission or Federal Communications Commission audit reports;

Response:

Columbia Gas of Kentucky, Inc. and its Parent Company, NiSource Inc., are not audited by the Federal Energy Regulatory Commission.

Responsible Witness:

Not Applicable

**Columbia Gas of Kentucky, Inc.
CASE NO. 2021-00183
Forecasted Test Period Filing Requirements
807 KAR 5:001 Section 16-(7)(j)**

Description of Filing Requirement:

The prospectuses of the most recent stock or bond offerings;

Response:

Please refer to the attached.

Responsible Witness:

Jeffery T. Gore

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Filed pursuant to Rule 424(b)(5)
File No. 333-234422

CALCULATION OF REGISTRATION FEE(1)

Title of Each Class of Securities to be registered	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee (2)
Common Stock, par value \$0.01 per share	\$750,000,000	\$81,825

- (1) This "Calculation of Registration Fee" table shall be deemed to update the "Calculation of Registration Fee" table in the Registration Statement on Form S-3 (File No. 333-234422) originally filed by NiSource Inc. on November 1, 2019 in accordance with Rules 456(b) and 457(r) under the Securities Act of 1933, as amended (the "Securities Act").
- (2) Calculated in accordance with Rules 457(o) and 457(r) under the Securities Act.

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Prospectus Supplement

(To Prospectus dated November 1, 2019)

Up to \$750,000,000



NiSource Inc.

Common Stock

We may issue, offer and sell up to an aggregate of \$750,000,000 of our common stock from time to time through Barclays Capital Inc. (“Barclays”), J.P. Morgan Securities LLC (“J.P. Morgan”), KeyBanc Capital Markets Inc. (“KeyBanc”), Mizuho Securities USA LLC (“Mizuho”), Morgan Stanley & Co. LLC (“Morgan Stanley”) and Wells Fargo Securities, LLC (“Wells Fargo”), as our agents under separate equity distribution agreements. We refer to Barclays, J.P. Morgan, KeyBanc, Mizuho, Morgan Stanley and Wells Fargo collectively as the sales agents. Each equity distribution agreement was entered into on February 22, 2021 (each, an “equity distribution agreement,” and collectively, the “equity distribution agreements”). Each equity distribution agreement provides that, in addition to the issuance and sale of shares of our common stock by us through the applicable sales agent, we also may enter into forward sale agreements under a separate master forward sale confirmation and related supplemental confirmation between us and such sales agent or its affiliate. We refer to these entities, when acting in such capacity, as forward purchasers. In connection with each forward sale agreement, the relevant forward purchaser (or its affiliate) will, at our request, attempt to borrow from third parties and, through the relevant sales agent, sell a number of shares of our common stock equal to the number of shares of our common stock that underlie the forward sale agreement to hedge the forward sale agreement. We refer to each of the sales agents, when acting as the agent for a forward purchaser, as a forward seller.

In no event will the aggregate number of shares of our common stock sold through the sales agents, as our agents and as forward sellers, under the equity distribution agreements have an aggregate sales price in excess of \$750,000,000. The offering of our common stock pursuant to the equity distribution agreements will terminate upon the earliest of (1) the sale, under the equity distribution agreements, of shares of our common stock with an aggregate sales price equal to \$750,000,000, (2) December 31, 2023 (provided that each relevant equity distribution agreement will continue in effect for the duration of, and solely with respect to, any forward stock purchase transaction entered into, but not yet settled, before December 31, 2023) and (3) early termination of the equity distribution agreements, including by us or the other parties at any time upon written notice.

We will not initially receive any proceeds from the sale of borrowed shares of our common stock by a forward seller. We expect to receive proceeds from the sale of shares of our common stock upon future physical settlement of the relevant forward sale agreement with the relevant forward purchaser on dates specified by us on or prior to the maturity date of the relevant forward sale agreement. If we elect to cash settle or net share settle a forward sale agreement, we may not (in the case of cash settlement) or will not (in the case of net share settlement) receive any proceeds, and we may owe cash (in the case of cash settlement) or shares of our common stock (in the case of net share settlement) to the relevant forward purchaser.

Sales of the shares of our common stock, if any, under any equity distribution agreement will be made in “at the market offerings” as defined in Rule 415 of the Securities Act of 1933, as amended (the “Securities Act”), including sales made directly on the New York Stock Exchange, the existing trading market for shares of our common stock, or sales made to or through a market maker or through an electronic communications network. In addition, shares of our common stock may be offered and sold by such other methods, including privately negotiated transactions (including block transactions), as we and any sales agent agree to in writing. The sales agents will not engage in any transactions that stabilize our common stock.

The shares of our common stock will be offered at market prices prevailing at the time of sale. We will pay each sales agent a commission of up to 2% of the sales price of all shares of our common stock sold through it as our sales agent under the applicable equity distribution agreement. The remaining sales proceeds, after deducting any expenses payable by us and any transaction fees imposed by any governmental, regulatory or self-regulatory organization in connection with the sales, will be our net proceeds for the sale of the shares. In connection with each forward sale agreement, the relevant forward seller will receive, reflected in a reduced initial forward sale price payable by the relevant forward purchaser under its forward sale agreement, a commission of up to 2% of the volume weighted average of the sales prices of all borrowed shares of our common stock sold during the applicable period by it as a forward seller.

Our common stock is listed on the New York Stock Exchange under the symbol “NI.” The last reported sale price of our common stock on the New York Stock Exchange on February 19, 2021 was \$22.84 per share.

Investing in our common stock involves risks. For a discussion of these risks, please refer to “[Risk Factors](#)” beginning on page S-4 of this prospectus supplement and the “Risk Factors” section our most recent Annual Report on Form 10-K.

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved of the common stock or passed upon the adequacy or accuracy of this prospectus supplement or the accompanying prospectus. Any representation to the contrary is a criminal offense.

Barclays
Mizuho Securities

J.P. Morgan
Morgan Stanley

KeyBanc Capital Markets
Wells Fargo Securities

The date of this prospectus supplement is February 22, 2021.

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ABOUT THIS PROSPECTUS SUPPLEMENT

This document is in two parts. The first part, the prospectus supplement, describes the specific terms of the offering and certain other matters relating to NiSource Inc. The second part, the accompanying prospectus, gives more general information, some of which may not apply to this offering. To the extent there is a conflict between the information contained or incorporated by reference in this prospectus supplement (or any related free writing prospectus issued by us), on the one hand, and the information contained or incorporated by reference in the accompanying prospectus, the information contained or incorporated by reference in this prospectus supplement (or any related free writing prospectus issued by us) shall control.

The registration statement of which this prospectus supplement and the accompanying prospectus forms a part, including the exhibits to the registration statement, provides additional information about us and our common stock offered under this prospectus supplement and the accompanying prospectus. Specifically, we have filed and incorporated by reference certain legal documents that control the terms of our common stock offered by this prospectus supplement and the accompanying prospectus as exhibits to the registration statement. We will file or incorporate by reference certain other legal documents that will control the terms of our common stock offered by this prospectus supplement and the accompanying prospectus as exhibits to the registration statement or to reports we file with the Securities and Exchange Commission (“SEC”) that are incorporated by reference into this prospectus supplement and the accompanying prospectus.

This prospectus supplement, the accompanying prospectus and certain of the documents incorporated by reference herein and therein contain, and any related free writing prospectus issued by us may contain, summaries of information contained in documents that we have filed or will file as exhibits to our SEC filings. Such summaries do not purport to be complete and are subject to, and qualified in their entirety by reference to, the actual documents filed with the SEC.

You should read this entire prospectus supplement and the accompanying prospectus, including the documents incorporated by reference in this prospectus supplement under “Incorporation By Reference” and in the accompanying prospectus under “Where You Can Find More Information.”

You should rely only on the information contained in this prospectus supplement, the accompanying prospectus, any related free-writing prospectus issued by us and the documents incorporated by reference in this prospectus supplement and the accompanying prospectus. We have not, and the sales agents, forward sellers and forward purchasers have not, authorized anyone to provide you with information that is different. If anyone provides you with different or inconsistent information, you should not rely on it. This prospectus supplement and the accompanying prospectus may only be used where it is legal to sell the common stock offered hereby. The information in this prospectus supplement, the accompanying prospectus and the documents incorporated by reference herein and therein is only accurate as of the date of the respective documents in which the information appears. Our business, financial condition, results of operations and prospects may have changed since those dates, and neither the delivery of this prospectus supplement and the accompanying prospectus nor any sale hereunder shall, under any circumstances, create any implication to the contrary.

INCORPORATION BY REFERENCE

The SEC allows us to “incorporate by reference” information into this prospectus supplement and the accompanying prospectus. This means that we can disclose important information to you by referring you to another document that NiSource has filed separately with the SEC. The information incorporated by reference is considered to be part of this prospectus supplement and the accompanying prospectus. Information that NiSource files with the SEC after the date of this prospectus supplement will automatically modify and supersede the information included or incorporated by reference in this prospectus supplement and the accompanying

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prospectus to the extent that the subsequently filed information modifies or supersedes the existing information. We incorporate by reference:

- our Annual Report on [Form 10-K](#) for the fiscal year ended December 31, 2020;
- the description of our common stock contained in our definitive joint [proxy statement/prospectus](#) dated April 24, 2000, including any amendments or reports filed for the purpose of updating such description;
- the description of (i) the depositary shares, each representing 1/1000th ownership interest in a share of our 6.50% Series B Fixed-Rate Reset Cumulative Redeemable Perpetual Preferred Stock (“Series B Preferred Stock”) and a 1/1000th ownership interest in a share of our Series B-1 Preferred Stock (“Series B-1 Preferred Stock”), and (ii) the underlying Series B Preferred Stock and Series B-1 Preferred Stock contained or referred to in the registration statement on [Form 8-A](#) filed under the Securities Exchange Act of 1934, as amended, including any amendments or reports filed for the purpose of updating any such description; and
- any future filings we make with the SEC under Section 13(a), 13(c), 14, or 15(d) of the Securities Exchange Act of 1934, as amended, after the date of this prospectus supplement and before we sell all of the securities offered by this prospectus supplement.

You may request a copy of any of these filings at no cost by writing to or calling us at the following address and telephone number: Corporate Secretary, NiSource Inc., 801 East 86th Avenue, Merrillville, Indiana 46410, telephone: (877) 647-5990.

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SUMMARY

This summary highlights certain information appearing elsewhere in this prospectus supplement. This summary is not complete and does not contain all of the information that you should consider before purchasing our common stock. We urge you to read carefully the entire prospectus supplement, the accompanying prospectus and the documents incorporated by reference in this prospectus supplement and the accompanying prospectus, including the historical financial statements and notes to those financial statements included or incorporated by reference in this prospectus supplement and the accompanying prospectus. You should read carefully the “Risk Factors” section on page S-4 of this prospectus supplement and the “Risk Factors” and “Note Regarding Forward-Looking Statements” sections in our most recent Annual Report on Form 10-K, as may be modified by our subsequent periodic reports, for more information about important risks that you should consider before investing in our common stock. Unless the context requires otherwise, references in this prospectus supplement to “NiSource” refer to NiSource Inc. and “we,” “us” or “our” refer collectively to NiSource and its subsidiaries.

NISOURCE INC.

Overview. NiSource is an energy holding company whose primary subsidiaries are fully regulated natural gas and electric utility companies, serving approximately 3.7 million customers in six states. Our principal subsidiaries include NiSource Gas Distribution Group, Inc., a natural gas distribution holding company, and Northern Indiana Public Service Company LLC, or NIPSCO, a gas and electric company. NiSource derives substantially all of its revenues and earnings from the operating results of these rate-regulated businesses. Our primary business segments are:

- Gas Distribution Operations; and
- Electric Operations.

Business Strategy. We focus our business strategy on providing safe and reliable service through our core, rate-regulated asset-based utilities, which generate substantially all of our operating income. NiSource’s utilities continue to move forward on core safety, infrastructure and environmental investment programs supported by complementary regulatory and customer initiatives across all six states in which we operate. Our goal is to develop strategies that benefit all stakeholders as we (i) address changing customer conservation patterns, (ii) align our price structures with our cost structure and (iii) embark on long-term investment programs. These strategies focus on improving safety and reliability, enhancing customer service, lowering customer bills and reducing emissions while generating sustainable returns.

Gas Distribution Operations. Our natural gas distribution operations serve approximately 3.2 million customers in six states. We operate approximately 53,700 miles of distribution main pipeline plus the associated individual customer service lines and 1,700 miles of transmission main pipeline. Throughout our service areas we also have gate stations and other operations support facilities. Through our wholly-owned subsidiary NiSource Gas Distribution Group, Inc., we own five distribution subsidiaries that provide natural gas to approximately 2.4 million residential, commercial and industrial customers in Ohio, Pennsylvania, Virginia, Kentucky and Maryland. We also distribute natural gas to approximately 848,000 customers in northern Indiana through our wholly-owned subsidiary NIPSCO.

Electric Operations. We generate, transmit and distribute electricity through our subsidiary NIPSCO to approximately 479,000 customers in 20 counties in the northern part of Indiana and also engage in wholesale electric and transmission transactions. NIPSCO owns and operates two coal-fired electric generating stations. The two operating facilities have a generating capacity of 2,080 megawatts. NIPSCO completed the retirement of two coal-burning units at its Bailly Generating Station on May 31, 2018. NIPSCO also owns and operates

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(i) Sugar Creek, a combined cycle gas turbine plant with a generating capacity of 571 megawatts, (ii) two gas-fired generating units with a generating capacity of 155 megawatts and (iii) two hydroelectric generating plants with a generating capacity of 10 megawatts. These facilities provide for a total system operating generating capacity of 2,816 megawatts. NIPSCO is the managing partner in Rosewater Wind Generation LLC, a joint venture that owns and operates 102 megawatts of nameplate generating capacity. NIPSCO's transmission system, with voltages from 69,000 to 765,000 volts, consists of 3,009 circuit miles. NIPSCO is interconnected with eight neighboring electric utilities. During the year ended December 31, 2020, NIPSCO generated 68.8% and purchased 31.2% of its electric requirements.

Our executive offices are located at 801 East 86th Avenue, Merrillville, Indiana 46410, telephone: (877) 647-5990.

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THE OFFERING

Issuer	NiSource Inc., a Delaware corporation.
Common Stock Offered	Shares of our common stock, \$.01 par value, having an aggregate sales price of up to \$750,000,000.
Use of Proceeds	<p>We intend to use the net proceeds that we receive upon the issuance and sale of shares of our common stock for general corporate purposes, including to finance capital expenditures, additions to working capital and repayment of existing indebtedness.</p> <p>We will not initially receive any proceeds from the sale of borrowed shares of our common stock by the forward sellers in connection with any forward sale agreement as a hedge of the forward sale agreement. We intend to use any cash proceeds that we receive upon physical settlement of any forward sale agreement, if physical settlement applies, or upon cash settlement of any forward sale agreement, if we elect cash settlement, for general corporate purposes. See “Use of Proceeds.”</p>
Conflicts of Interest	<p>The forward purchasers (or their respective affiliates) will receive the net proceeds of any sale of borrowed shares of our common stock pursuant to this prospectus supplement in connection with any forward sale agreement. Because certain sales agents or their affiliates are expected to receive part of the net proceeds from the sale of shares of our common stock in connection with any forward sale agreement, such sales agents would be deemed to have a conflict of interest under Financial Industry Regulatory Authority, Inc. (“FINRA”) Rule 5121 to the extent such sales agents or affiliates receive at least 5% of the net proceeds of the offering. Any sales agent deemed to have a conflict of interest would be required to conduct the distribution of our common stock in accordance with FINRA Rule 5121. If the offering is conducted in accordance with FINRA Rule 5121, such sales agent would not be permitted to confirm a sale to an account over which it exercises discretionary authority without first receiving specific written approval from the account holder.</p>
Risk Factors	<p>An investment in our common stock involves various risks, and prospective investors should carefully consider the matters discussed under the caption entitled “Risk Factors” beginning on page S-4 of this prospectus supplement and under the caption entitled “Risk Factors” in our most recent Annual Report on Form 10-K, as may be modified by our subsequent periodic reports.</p>
New York Stock Exchange Symbol	NI
Transfer Agent and Registrar	Computershare

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RISK FACTORS

Investing in our common stock involves risks. You should read carefully the information contained elsewhere or incorporated by reference in this prospectus supplement and the accompanying prospectus and should carefully consider the following risk factors, as well as the “Risk Factors” and “Forward-Looking Statements” sections in the accompanying prospectus and the “Risk Factors” and “Note regarding forward-looking statements” sections in our most recent Annual Report on Form 10-K, which is incorporated by reference herein, and in any subsequent periodic reports that are incorporated by reference into this prospectus supplement and the accompanying prospectus. Each of the risks described could materially adversely affect our operations and financial results and the value of your investment in our common stock.

Settlement provisions contained in a forward sale agreement could result in substantial dilution to our earnings per share and return on equity or result in substantial cash payment obligations.

With respect to any forward sale agreement we may enter into, the relevant forward purchaser will have the right to accelerate such forward sale agreement and require us to physically settle or, if we so elect and the forward purchaser permits our election, cash settle or net share settle on a date specified by the relevant forward purchaser if:

- the relevant forward purchaser is unable to, or would incur a materially increased cost to, establish, maintain or unwind its hedge position with respect to that particular forward sale agreement;
- the relevant forward purchaser determines that it is unable, after using commercially reasonable efforts, to continue to borrow a number of shares of our common stock equal to the number of shares of our common stock underlying that particular forward sale agreement or that, with respect to borrowing such number of shares of our common stock, it would incur a cost that is greater than the stock borrow cost specified in that particular forward sale agreement;
- a termination event occurs as a result of us declaring a dividend or distribution on our common stock (i) with a cash value in excess of a specified amount per calendar quarter, (ii) with an ex-dividend date prior to the anticipated ex-dividend date for such cash dividend or (iii) payable in securities of another company as a result of a spin-off or similar transaction or in any other type of securities (other than our common stock), rights, warrants or other assets for payment at less than the prevailing market price;
- certain ownership thresholds applicable to such forward purchaser, its affiliates and all other persons who may form a beneficial share ownership group or whose ownership positions would be aggregated with such forward purchaser are exceeded;
- the announcement of an event or a transaction that, if consummated, would result in certain extraordinary events (as such term is defined in that particular forward sale agreement and which includes certain mergers and tender offers as well as certain events involving our nationalization or the delisting of our common stock or a change in law);
- a market disruption event occurs and continues for at least eight scheduled trading days during an unwind period (as such terms are defined in that particular forward sale agreement); or
- certain other events of default, termination events or other specified events occur, including, among other things, any material misrepresentation made by us in connection with entering into that particular forward sale agreement, certain bankruptcy events or an illegality (as such terms are defined in that particular forward sale agreement).

A forward purchaser’s decision to exercise its right to accelerate the settlement of a particular forward sale agreement will be made irrespective of our need for capital. In such cases, we could be required to issue and deliver shares of our common stock under the physical settlement provisions of that particular forward sale agreement or, if we so elect and the forward purchaser permits our election, the net share settlement provisions of that particular forward sale agreement irrespective of our capital needs, which would result in dilution to our earnings per share and return on equity and dividends per share.

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We expect that settlement of any forward sale agreement will generally occur no later than the date specified in the particular forward sale agreement. However, any forward sale agreement may be settled earlier than that specified date in whole or in part at our option. We expect that each forward sale agreement will be physically settled by delivery of shares of our common stock, unless we elect to cash settle or net share settle a particular forward sale agreement. Upon physical settlement or, if we so elect, net share settlement of a particular forward sale agreement, delivery of shares of our common stock in connection with such physical settlement or (to the extent we are obligated to deliver shares of our common stock) net share settlement will result in dilution to our earnings per share and return on equity.

In connection with any cash settlement or net share settlement, we would expect the relevant forward purchaser or its affiliate to purchase shares of our common stock in secondary market transactions for delivery to third-party stock lenders to close out its, or its affiliate's, hedge position in respect of that particular forward sale agreement. The purchase of shares of our common stock in connection with the relevant forward purchaser or its affiliate unwinding its hedge positions could cause the price of our common stock to increase (or prevent a decrease), thereby increasing the amount of cash we would owe to the relevant forward purchaser (or decreasing the amount of cash that the relevant forward purchaser would owe us) upon cash settlement or increasing the number of shares of our common stock that we are obligated to deliver to the relevant forward purchaser (or decreasing the number of shares of our common stock that the relevant forward purchaser is obligated to deliver to us) upon net share settlement of the particular forward sale agreement.

The forward sale price that we expect to receive upon physical settlement of a particular forward sale agreement will be subject to adjustment on a daily basis based on a floating interest rate factor equal to the specified benchmark's daily rate less a spread and will be decreased based on amounts related to expected dividends on our common stock during the term of the particular forward sale agreement. If the specified benchmark's daily rate is less than the spread for a particular forward sale agreement on any day, the interest factor will result in a reduction of the applicable forward sale price for such day. If the market value of our common stock during the relevant valuation period under the particular forward sale agreement is above the applicable forward sale price, in the case of cash settlement, we would pay the relevant forward purchaser under that particular forward sale agreement an amount in cash equal to the difference or, in the case of net share settlement, we would deliver to the relevant forward purchaser a number of shares of our common stock having a value equal to the difference. Thus, we could be responsible for a potentially substantial cash payment in the case of cash settlement of a particular forward sale agreement. See "Plan of Distribution (Conflicts of Interest)—Sales Through Forward Sellers" for information on the forward sale agreements.

In case of our bankruptcy or insolvency, any forward sale agreement will automatically terminate, and we would not receive the expected proceeds from any forward sales of our common stock.

If we file for or consent to a proceeding seeking a judgment in bankruptcy or insolvency or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or we or a regulatory authority with jurisdiction over us presents a petition for our winding-up or liquidation, and we consent to such a petition, any forward sale agreement that is then in effect will automatically terminate. If any such forward sale agreement so terminates under these circumstances, we would not be obligated to deliver to the relevant forward purchaser any of our common stock not previously delivered, and the relevant forward purchaser would be discharged from its obligation to pay the applicable forward sale price per share in respect of any of our common stock not previously settled under the applicable forward sale agreement. Therefore, to the extent that there are any shares of our common stock with respect to which any forward sale agreement has not been settled at the time of the commencement of any such bankruptcy or insolvency proceedings, we would not receive the relevant forward sale price per share in respect of those shares of our common stock.

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USE OF PROCEEDS

We intend to use the net proceeds that we receive upon the issuance and sale of shares of our common stock for general corporate purposes, including to finance capital expenditures, additions to working capital and repayment of existing indebtedness.

We will not initially receive any proceeds from the sale of borrowed shares of our common stock by the forward sellers, as agents for the forward purchasers, in connection with any forward sale agreement as a hedge of the forward sale agreement. In the event of full physical settlement of a forward sale agreement, which we expect to occur on or prior to the maturity date of the forward sale agreement, we expect to receive aggregate cash proceeds equal to the product of the initial forward sale price under the forward sale agreement and the number of shares of our common stock underlying the forward sale agreement, subject to the price adjustment and other provisions of the forward sale agreement. We intend to use any cash proceeds that we receive upon physical settlement of any forward sale agreement, if physical settlement applies, or upon cash settlement of any forward sale agreement, if we elect cash settlement, for the purposes provided in the immediately preceding paragraph. If, however, we elect to cash settle or net share settle any forward sale agreement, we would expect to receive an amount of proceeds that is significantly lower than the product set forth in the second preceding sentence (in the case of any cash settlement) or will not receive any proceeds (in the case of any net share settlement), and we may owe cash (in the case of any cash settlement) or shares of our common stock (in the case of any net share settlement) to the forward purchaser.

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DIVIDEND POLICY

Holders of shares of our common stock are entitled to receive dividends when, as and if declared by NiSource’s board of directors out of funds legally available, subject to the preferential dividend rights of the holders of our issued and outstanding preferred stock. The policy of our board of directors has been to declare cash dividends on a quarterly basis payable on or about the 20th day of February, May, August and November.

Although the board of directors currently intends to continue the payment of regular quarterly cash dividends on common shares, the timing and amount of future dividends will depend on the earnings of NiSource’s subsidiaries, their financial condition, cash requirements, regulatory restrictions, any restrictions in financing agreements and other factors deemed relevant by the board of directors.

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PLAN OF DISTRIBUTION (CONFLICTS OF INTEREST)

We entered into separate equity distribution agreements on February 22, 2021 with each of the sales agents and forward purchasers. Under the terms of each equity distribution agreement we may issue and sell from time to time during the term of such agreement shares of our common stock having an aggregate sales price of up to \$750,000,000 through the sales agents acting as our agents. Further, each equity distribution agreement provides that, in addition to the issuance and sale of shares of our common stock by us through the applicable sales agent, we may request that such sales agent, as a forward seller, use commercially reasonable efforts to sell, from time to time, shares of our common stock borrowed by the applicable forward purchaser (or its affiliates) in connection with one or more forward sale agreements as described below. In no event will the aggregate number of shares of our common stock sold through the sales agents, each as an agent for us and as a forward seller, under the equity distribution agreements have an aggregate sales price in excess of \$750,000,000.

Sales of the shares of our common stock, if any, under any equity distribution agreement will be made in “at the market offerings” as defined in Rule 415 of the Securities Act, including sales made directly on the New York Stock Exchange, the existing trading market for shares of our common stock, or sales made to or through a market maker or through an electronic communications network. In addition, shares of our common stock may be offered and sold by such other methods, including privately negotiated transactions (including block transactions), as we and any sales agent (and any related forward seller and forward purchaser) agree to in writing. The sales agents will not engage in any transactions that stabilize our common stock.

We have agreed to pay all expenses in connection with the equity distribution agreements, the forward sale agreements and the offerings hereby, including the reasonable fees and disbursements of Hunton Andrews Kurth LLP, in connection with the initial documentation of the offerings contemplated by this prospectus supplement. We estimate that the total expenses for the offering, excluding compensation payable under the equity distribution agreements, will be approximately \$400,000.

In connection with the sale of our common stock as contemplated in this prospectus supplement, the sales agents may be deemed to be “underwriters” within the meaning of the Securities Act, and the compensation paid to a sales agent may be deemed to be underwriting commissions or discounts. We have agreed to indemnify the sales agents, the forward sellers and the forward purchasers against certain liabilities, including liabilities under the Securities Act, or to contribute to payments which they may be required to make in that respect.

We intend to report to the SEC at least quarterly (1) the number of shares of our common stock sold through the sales agents in connection with at-the-market sales as described below under “—Sales Through Sales Agents,” (2) the number of borrowed shares of our common stock sold by the forward sellers, as agents for the forward purchasers, in connection with forward sale agreements as described below under “—Sales Through Forward Sellers” and (3) the net proceeds received by us and the compensation paid by us to the sales agents in connection with transactions described in clauses (1) and (2).

Sales of our common stock as contemplated in this prospectus supplement will be settled through the facilities of The Depository Trust Company or by such other means as may be agreed upon. The offering of our common stock pursuant to the equity distribution agreements will terminate upon the earliest of (1) the sale, under the equity distribution agreements, of shares of our common stock with an aggregate sales price equal to \$750,000,000, (2) December 31, 2023 (provided that each relevant equity distribution agreement will continue in effect for the duration of, and solely with respect to, any forward stock purchase transaction entered into, but not yet settled, before December 31, 2023) and (3) early termination of the equity distribution agreements, including by us or the other parties at any time upon written notice.

Sales Through Sales Agents

From time to time during the term of the equity distribution agreements, and subject to the terms and conditions set forth therein, we may deliver instructions to any of the sales agents regarding a proposed sale of

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shares of our common stock. Upon receipt of instructions from us, and subject to the terms and conditions of the applicable equity distribution agreement, each sales agent will use its commercially reasonable efforts consistent with its normal trading and sales practices to sell the amount of shares of our common stock specified in our instructions. We or the relevant sales agent may suspend the offering of shares of our common stock at any time upon proper notice to the other, upon which the selling period will immediately terminate. Settlement for sales of shares of our common stock will occur on the second trading day following the date on which the sales were made, or such earlier day as required by SEC rule or industry practice, unless another date shall be agreed by the relevant parties. The obligation of each sales agent under the applicable equity distribution agreement to sell shares of our common stock pursuant to our instructions is subject to a number of conditions, which each sales agent reserves the right to waive in its sole discretion.

Each sales agent will receive from us a commission of up to 2% of the gross sales price per share for any shares sold through it as our sales agent under the applicable equity distribution agreement. The remaining sales proceeds, after deducting any expenses payable by us and any transaction fees imposed by any governmental, regulatory or self-regulatory organization in connection with the sales, will be our net proceeds for the sale of such shares.

Sales Through Forward Sellers

From time to time during the term of each equity distribution agreement, and subject to the terms and conditions set forth therein, we may enter into one or more forward sale agreements with the applicable forward purchaser. In connection with each such forward sale agreement, we will deliver to it and the applicable forward seller related instructions requesting that the applicable forward seller execute sales of borrowed shares of our common stock. Upon their receipt and acceptance, such forward purchaser (or its affiliates) will attempt to borrow, and such forward seller will use commercially reasonable efforts consistent with its normal trading and sales practices to sell, the relevant shares of our common stock to hedge such forward purchaser's exposure under that particular forward sale agreement. We, such forward seller or such forward purchaser may immediately suspend the offering of our common stock at any time upon proper notice to the other.

In no event will we be party to outstanding forward sale agreements with more than one forward purchaser at any given time or party to more than one forward sale agreement with the same forward purchaser at any given time unless the related forward sellers would not be selling shares of our common stock simultaneously and the related forward purchasers would not be required to unwind their respective hedges of shares of our common stock at any time that the related forward sellers are selling shares of our common stock. Additionally, in no event may we sell shares directly at any given time when we are a party to outstanding forward sale agreements unless the related forward sellers would not then be selling shares of our common stock and the related forward purchasers would not then be required to unwind their respective hedges of shares of our common stock.

We expect that settlement between the relevant forward purchaser and forward seller of sales of borrowed shares of our common stock, as well as the settlement between the relevant forward seller and buyers of such shares of our common stock in the market, will generally occur on the second trading day following each date the sales are made or such earlier day as required by SEC rule or industry practice, unless another date shall be agreed to by the relevant parties. The obligation of the relevant forward seller under the relevant equity distribution agreement to execute such sales of our common stock is subject to a number of conditions, which each forward seller reserves the right to waive in its sole discretion.

In connection with each forward sale agreement, the relevant forward seller will receive, reflected in a reduced initial forward sale price payable by the relevant forward purchaser under its forward sale agreement, a commission of up to 2% of the volume weighted average of the sales prices of all borrowed shares of our common stock sold during the applicable period by it as a forward seller. We refer to this commission rate as the forward selling commission.

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The forward sale price per share under each forward sale agreement will initially equal the product of (1) an amount equal to one minus the applicable forward selling commission and (2) the volume-weighted average price per share at which the borrowed shares of our common stock were sold pursuant to the particular equity distribution agreement by the relevant forward seller. Thereafter, the forward sale price will be subject to adjustment as described below.

The forward sale agreements will provide that the forward sale price, as well as the sales prices used to calculate the initial forward sale price, will be subject to increase or decrease based on a floating interest rate factor equal to the specified benchmark's daily rate less a spread and subject to decrease by amounts related to expected dividends on our common stock during the term of the particular forward sale agreement. If the specified benchmark's daily rate is less than the spread for a particular forward sale agreement on any day, the interest factor will result in a reduction of the applicable forward sale price for such day. Unless the specified benchmark's daily rate increases substantially prior to the settlement of any particular forward sale agreement, we would expect to receive less than the initial forward sale price per share upon physical settlement of that particular forward sale agreement.

Before settlement of a particular forward sale agreement, we expect that the shares of our common stock issuable upon settlement of that particular forward sale agreement will be reflected in our diluted earnings per share, return on equity and dividends per share calculations using the treasury stock method. Under this method, the number of shares of our common stock used in calculating diluted earnings per share, return on equity and dividends per share is deemed to be increased by the excess, if any, of the number of shares of our common stock that would be issued upon full physical settlement of that particular forward sale agreement over the number of shares of our common stock that could be purchased by us in the market (based on the average market price during the relevant period) using the proceeds receivable upon full physical settlement (based on the adjusted forward sale price at the end of the relevant reporting period). Consequently, before physical or net share settlement of a particular forward sale agreement and subject to the occurrence of certain events, we anticipate there will be no dilutive effect on our earnings per share, except during periods when the average market price of our common stock is above the applicable forward sale price.

Except under limited circumstances, we have the right to elect physical, cash or net share settlement under any forward sale agreement. Although we expect to settle any forward sale agreement entirely by delivering shares of our common stock in connection with full physical settlement, we may, subject to certain conditions, elect cash settlement or net share settlement for all or a portion of our obligations under a particular forward sale agreement if we conclude that it is in our interest to do so. For example, we may conclude that it is in our interest to cash settle or net share settle a particular forward sale agreement if we have no then-current use for all or a portion of the net proceeds that we would receive upon physical settlement. In addition, subject to certain conditions, we may elect to accelerate the settlement of all or a portion of the number of shares of our common stock underlying a particular forward sale agreement.

If we elect to physically settle any forward sale agreement by issuing and delivering shares of our common stock, we will receive an amount of cash from the relevant forward purchaser equal to the product of the forward sale price per share under that particular forward sale agreement and the number of shares of our common stock underlying the particular forward sale agreement. In the event that we elect to cash settle, the settlement amount will be generally related to (1) (a) the average of the volume-weighted average price of our common stock on each exchange business day during the relevant valuation period under the particular forward sale agreement minus (b) the applicable forward sale price; multiplied by (2) the number of shares of our common stock underlying the particular forward sale agreement subject to cash settlement. In the event we elect to net share settle, the settlement amount will be generally related to (1) (a) the weighted average price at which the relevant forward purchaser or its affiliate purchases shares of our common stock during the relevant valuation period for such settlement under that particular forward sale agreement minus (b) the applicable forward sale price; multiplied by (2) the number of shares of our common stock underlying the particular forward sale agreement subject to such net share settlement. If this settlement amount is a negative number, the relevant forward

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purchaser will pay us the absolute value of that amount (in the case of cash settlement) or deliver to us a number of shares of our common stock having a value equal to the absolute value of such amount (in the event of net share settlement). If this settlement amount is a positive number, we will pay the relevant forward purchaser that amount (in the case of cash settlement) or deliver to the relevant forward purchaser a number of shares of our common stock having a value equal to such amount (in the event of net share settlement). In connection with any cash settlement or net share settlement, we would expect the relevant forward purchaser or its affiliate to purchase shares of our common stock in secondary market transactions for delivery to third-party stock lenders to close out its, or its affiliate's, hedge position in respect of that particular forward sale agreement. The purchase of shares of our common stock in connection with the relevant forward purchaser or its affiliate unwinding its hedge positions could cause the price of our common stock to increase (or prevent a decrease), thereby increasing the amount of cash we would owe to the relevant forward purchaser (or decreasing the amount of cash that the relevant forward purchaser would owe us) upon cash settlement or increasing the number of shares of our common stock that we are obligated to deliver to the relevant forward purchaser (or decreasing the number of shares of our common stock that the relevant forward purchaser is obligated to deliver to us) upon net share settlement of the particular forward sale agreement. See "Risk Factors."

With respect to any forward sale agreement we may enter into, the relevant forward purchaser will have the right to accelerate such forward sale agreement and require us to physically settle or, if we so elect and the forward purchaser permits our election, cash settle or net share settle on a date specified by the relevant forward purchaser if:

- the relevant forward purchaser is unable to, or would incur a materially increased cost to, establish, maintain or unwind its hedge position with respect to that particular forward sale agreement;
- the relevant forward purchaser determines that it is unable, after using commercially reasonable efforts, to continue to borrow a number of shares of our common stock equal to the number of shares of our common stock underlying that particular forward sale agreement or that, with respect to borrowing such number of shares of our common stock, it would incur a cost that is greater than the stock borrow cost specified in that particular forward sale agreement;
- a termination event occurs as a result of us declaring a dividend or distribution on our common stock (i) with a cash value in excess of a specified amount per calendar quarter, (ii) with an ex-dividend date prior to the anticipated ex-dividend date for such cash dividend or (iii) payable in securities of another company as a result of a spin-off or similar transaction or in any other type of securities (other than our common stock), rights, warrants or other assets for payment at less than the prevailing market price;
- certain ownership thresholds applicable to such forward purchaser, its affiliates and all other persons who may form a beneficial share ownership group or whose ownership positions would be aggregated with such forward purchaser are exceeded;
- the announcement of an event or a transaction that, if consummated, would result in certain extraordinary events (as such term is defined in that particular forward sale agreement and which includes certain mergers and tender offers as well as certain events involving our nationalization or the delisting of our common stock or a change in law);
- a market disruption event occurs and continues for at least eight scheduled trading days during an unwind period (as such terms are defined in that particular forward sale agreement); or
- certain other events of default, termination events or other specified events occur, including, among other things, any material misrepresentation made by us in connection with entering into that particular forward sale agreement, certain bankruptcy events or an illegality (as such terms are defined in that particular forward sale agreement).

A forward purchaser's decision to exercise its right to accelerate the settlement of a particular forward sale agreement will be made irrespective of our need for capital. In such cases, we could be required to issue and deliver shares of our common stock under the physical settlement provisions of that particular forward sale

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agreement or, if we so elect and the forward purchaser permits our election, the net share settlement provisions of that particular forward sale agreement irrespective of our capital needs, which would result in dilution to our earnings per share and return on equity and dividends per share. In addition, upon certain events of bankruptcy, insolvency or reorganization relating to us, the particular forward sale agreement will terminate without further liability of either party. Following any such termination, we would not issue any shares of our common stock or receive any proceeds pursuant to the particular forward sale agreement. See “Risk Factors.”

Restrictions on Sales of Similar Securities

We have agreed that, unless we give the sales agents at least three business days’ prior written notice, we will not directly or indirectly sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to sell or otherwise dispose of or agree to dispose of any shares of our common stock or any securities convertible into or exchangeable or exercisable for our common stock or warrants or other rights to purchase our common stock or any of our other securities that are substantially similar to our common stock or permit the registration under the Securities Act, of any shares of our common stock, except for:

- any shares of our common stock we offer or sell pursuant to the equity distribution agreements (including sales of borrowed shares of our common stock by the forward sellers in connection with any forward sale agreement);
- any shares of our common stock we issue upon physical settlement or net share settlement of any forward sale agreement;
- any shares of our common stock we issue upon the exercise of an option or warrant or the conversion of a security outstanding on the date of the equity distribution agreements;
- any shares of our common stock or stock units issued or options to purchase our common stock granted pursuant to our existing employee benefit plans, including shares of our common stock issued upon exercise of such options; or
- any shares of our common stock or stock units issued pursuant to any of our non-employee director stock plan, dividend reinvestment plan or stock purchase plan.

No Public Offering Outside of the United States

No action has been or will be taken in any jurisdiction (except in the United States) that would permit a public offering of the shares of our common stock, or the possession, circulation or distribution of this prospectus supplement or the accompanying prospectus or any other material relating to us or the shares of our common stock, in any jurisdiction where action for that purpose is required. Accordingly, the shares of our common stock offered by this prospectus supplement and the accompanying prospectus may not be offered or sold, directly or indirectly, and this prospectus supplement, the accompanying prospectus and any other offering material or advertisements in connection with the shares of our common stock may not be distributed or published, in or from any country or jurisdiction except in compliance with any applicable rules and regulations of any such country or jurisdiction.

Conflicts of Interest

The forward purchasers (or their respective affiliates) will receive the net proceeds of any sale of borrowed shares of our common stock pursuant to this prospectus supplement in connection with any forward sale agreement. Because certain sales agents or their affiliates are expected to receive part of the net proceeds from the sale of shares of our common stock in connection with any forward sale agreement, such sales agents would be deemed to have a conflict of interest under FINRA Rule 5121 to the extent such sales agents or affiliates receive at least 5% of the net proceeds of the offering. Any sales agent deemed to have a conflict of interest would be required to conduct the distribution of our common stock in accordance with FINRA Rule 5121. If the offering is conducted in accordance with FINRA Rule 5121, such sales agent would not be permitted to confirm a sale to an account over which it exercises discretionary authority without first receiving specific written approval from the account holder.

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LEGAL MATTERS

Sidley Austin LLP, Chicago, Illinois, will pass upon certain legal matters relating to the validity of the securities offered by this prospectus supplement for us. Certain legal matters in connection with this offering will be passed upon for the sales agents and the forward purchasers by Hunton Andrews Kurth LLP, New York, New York.

EXPERTS

The consolidated financial statements, and the related financial statement schedule, incorporated in this prospectus supplement by reference from the NiSource Inc. Annual Report on Form 10-K, and the effectiveness of NiSource Inc. and subsidiaries' internal control over financial reporting have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports, which are incorporated herein by reference. Such consolidated financial statements and financial statement schedule have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

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PROSPECTUS



NiSource Inc.

Common Stock
Preferred Stock
Depository Shares
Debt Securities
Warrants
Stock Purchase Contracts
Stock Purchase Units

NiSource Inc. may offer, from time to time, in amounts, at prices and on terms that it will determine at the time of offering, any or all of the following:

- shares of common stock;
- shares of preferred stock, in one or more series;
- depository shares representing interests in shares of preferred stock;
- one or more series of its debt securities;
- warrants to purchase common stock, preferred stock or debt securities; and
- stock purchase contracts to purchase common stock, either separately or in units with the debt securities described below or U.S. Treasury securities.

We will provide specific terms of these securities, including their offering prices, in prospectus supplements to this prospectus. The prospectus supplements may also add, update or change information contained in this prospectus. You should read this prospectus and any prospectus supplement carefully before you invest.

We may offer these securities to or through underwriters, through dealers or agents, directly to you or through a combination of these methods. You can find additional information about our plan of distribution for the securities under the heading “Plan of Distribution” beginning on page 30 of this prospectus. We will also describe the plan of distribution for any particular offering of these securities in the applicable prospectus supplement. This prospectus may not be used to sell our securities unless it is accompanied by a prospectus supplement.

Our common stock is listed on the New York Stock Exchange under the symbol “NI.”

Investing in our securities involves risks. You should carefully consider the risk factors described under the heading “[Risk Factors](#)” on page 2 of this prospectus, in the documents that are incorporated by reference into this prospectus and, if applicable, in risk factors described in any accompanying prospectus supplement before you invest in our securities.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this Prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is November 1, 2019.

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ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we have filed with the Securities and Exchange Commission (“SEC”), utilizing a “shelf” registration or continuous offering process. Under this process, we may from time to time sell any combination of the securities described in this prospectus in one or more offerings.

This prospectus provides you with a general description of the common stock, preferred stock, depositary shares, debt securities, warrants, stock purchase contracts and stock purchase units we may offer. Each time we offer securities, we will provide a prospectus supplement that will contain specific information about the terms of that offering. That prospectus supplement may include a description of any risk factors or other special considerations applicable to those securities. The prospectus supplement may also add, update or change information contained in this prospectus. If there is any inconsistency between the information in the prospectus and the prospectus supplement, you should rely on the information in the prospectus supplement. You should read both this prospectus and the applicable prospectus supplement together with the additional information described under the heading “Where You Can Find More Information.”

The registration statement containing this prospectus, including the exhibits to the registration statement, provides additional information about us and the securities offered under this prospectus. Specifically, we have filed and incorporated by reference certain legal documents that control the terms of the securities offered by this prospectus as exhibits to the registration statement. We will file or incorporate by reference certain other legal documents that will control the terms of the securities we may offer by this prospectus as exhibits to the registration statement or to reports we file with the SEC that are incorporated by reference into this prospectus.

In addition, we may prepare and deliver one or more “free writing prospectuses” to you in connection with any offering of securities under this prospectus. Any such free writing prospectus may contain additional information about us, our business, the offered securities, the manner in which such securities are being offered, our intended use of the proceeds from the sale of such securities, risks relating to our business or an investment in such securities or other information.

This prospectus and certain of the documents incorporated by reference into this prospectus contain, and any accompanying prospectus supplement or free writing prospectus that we deliver to you may contain, summaries of information contained in documents that we have filed or will file as exhibits to our SEC filings. Such summaries do not purport to be complete and are subject to, and qualified in their entirety by reference to, the actual documents filed with the SEC.

Copies of the registration statement of which this prospectus is a part and of the documents incorporated by reference into this prospectus may be obtained as described below under the heading “Where You Can Find More Information.”

You should rely only on the information incorporated by reference or provided in this prospectus, the accompanying prospectus supplement and any free writing prospectus that we deliver to you. We have not authorized anyone to provide you with different information. We are not making an offer to sell or soliciting an offer to buy these securities in any jurisdiction in which the offer or solicitation is not authorized or in which the person making the offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make the offer or solicitation. You should not assume that the information in this prospectus or the accompanying prospectus supplement is accurate as of any date other than the date on the front of the document.

References to “NiSource” refer to NiSource Inc. Unless the context requires otherwise, references to “we,” “us” or “our” refer collectively to NiSource and its subsidiaries. References to “securities” refer collectively to the common stock, preferred stock, depositary shares, debt securities, warrants, stock purchase contracts and stock purchase units registered hereunder.

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RISK FACTORS

Investing in the securities involves risk. You should read carefully the “Risk Factors” and “Note regarding forward-looking statements” sections in NiSource’s most recent Annual Report on Form 10-K and in NiSource’s subsequent Quarterly Reports on Form 10-Q, which are incorporated by reference in this prospectus. Before making an investment decision, you should carefully consider these risks as well as other information contained or incorporated by reference in this prospectus, and corresponding sections in reports NiSource may file with the SEC after the date of this prospectus. The prospectus supplement applicable to each type or series of securities we offer may contain a discussion of additional risks applicable to an investment in us and the particular type of securities we are offering under that prospectus supplement.

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FORWARD-LOOKING STATEMENTS

Some of the information included in this prospectus, in any prospectus supplement and in the documents incorporated by reference are “forward-looking statements” within the meaning of the securities laws. Investors and prospective investors should understand that many factors govern whether any forward-looking statement contained herein will be or can be realized. Any one of those factors could cause actual results to differ materially from those projected. These forward-looking statements include, but are not limited to, statements concerning NiSource’s plans, strategies, objectives, expected performance, expenditures, recovery of expenditures through rates, stated on either a consolidated or segment basis, and any and all underlying assumptions and other statements that are other than statements of historical fact. From time to time, NiSource may publish or otherwise make available forward-looking statements of this nature. All such subsequent forward-looking statements, whether written or oral and whether made by or on behalf of NiSource, are also expressly qualified by these cautionary statements. All forward-looking statements are based on assumptions that management believes to be reasonable; however, there can be no assurance that actual results will not differ materially.

Factors that could cause actual results to differ materially from the forward-looking statements include, among other things, NiSource’s debt obligations; any changes to the credit rating of NiSource or certain of its subsidiaries; NiSource’s ability to execute its growth strategy; changes in general economic, capital and commodity market conditions; pension funding obligations; economic regulation and the impact of regulatory rate reviews; NiSource’s ability to obtain expected financial or regulatory outcomes; NiSource’s ability to adapt to, and manage costs related to, advances in technology; any changes in NiSource’s assumptions regarding the financial implications of the Greater Lawrence, Massachusetts gas distribution incident (the “Greater Lawrence Incident”); potential incidents and other operating risks associated with NiSource’s business; NiSource’s ability to obtain sufficient insurance coverage; the outcome of legal and regulatory proceedings, investigations, incidents, claims and litigation; any damage to NiSource’s reputation, including in connection with the Greater Lawrence Incident; compliance with environmental laws and the costs of associated liabilities; fluctuations in demand from residential and commercial customers; economic conditions of certain industries; the success of NIPSCO’s electric generation strategy; the price of energy commodities and related transportation costs; the reliability of customers and suppliers to fulfill their payment and contractual obligations; potential impairments of goodwill or definite-lived intangible assets; changes in taxation and accounting principles; the impact of an aging infrastructure; the impact of climate change; potential cyber-attacks; construction risks and natural gas costs and supply risks; extreme weather conditions; the attraction and retention of a qualified workforce; the ability of NiSource’s subsidiaries to generate cash; uncertainties related to the expected benefits of the separation of Columbia Pipeline Group, Inc. on July 1, 2015; NiSource’s ability to manage new initiatives and organizational changes; the performance of third-party suppliers and service providers; the transition to a replacement for the LIBOR benchmark interest rate; and other matters set forth in the “Risk Factors” section of NiSource’s most recent Annual Report on Form 10-K and NiSource’s subsequent Quarterly Reports on Form 10-Q, many of which risks are beyond the control of NiSource. In addition, the relative contributions to profitability by each business segment, and the assumptions underlying the forward-looking statements relating thereto, may change over time.

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

Accordingly, you should not rely on the accuracy of predictions contained in forward-looking statements. These statements speak only as of the date of this prospectus, the date of the accompanying prospectus supplement or, in the case of documents incorporated by reference, the date of those documents.

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WHERE YOU CAN FIND MORE INFORMATION

NiSource files annual, quarterly and current reports, proxy statements and other information with the SEC. Our SEC filings are available to you at the SEC's website at <http://www.sec.gov> and at our website at www.nisource.com. The information contained in, or that can be accessed through, our website is not a part of this prospectus or any accompanying prospectus supplement.

The SEC allows us to “incorporate by reference” information into this prospectus. This means that we can disclose important information to you by referring you to another document that NiSource has filed separately with the SEC. The information incorporated by reference is considered to be part of this prospectus. Information that NiSource files with the SEC after the date of this prospectus will automatically modify and supersede the information included or incorporated by reference in this prospectus to the extent that the subsequently filed information modifies or supersedes the existing information. We incorporate by reference the following documents filed with the SEC:

- our Annual Report on [Form 10-K](#) for the fiscal year ended December 31, 2018;
- our Quarterly Reports on Form 10-Q for the quarters ended [March 31, 2019](#), [June 30, 2019](#) and [September 30, 2019](#);
- our Current Reports on Form 8-K filed on [February 20, 2019](#) (reporting Items 1.01, 2.03 and 9.01), [March 8, 2019](#), [April 17, 2019](#), [May 8, 2019](#), [June 6, 2019](#) (as amended on [October 24, 2019](#)), [July 29, 2019](#) and [August 12, 2019](#);
- the description of our common stock contained in our [definitive joint proxy statement/prospectus](#) dated April 24, 2000;
- the description of (i) the depositary shares, each representing 1/1000th ownership interest in a share of our 6.50% Series B Fixed-Rate Reset Cumulative Redeemable Perpetual Preferred Stock (“Series B Preferred Stock”) and a 1/1000th ownership interest in a share of our Series B-1 Preferred Stock (“Series B-1 Preferred Stock”), and (ii) the underlying Series B Preferred Stock and Series B-1 Preferred Stock contained or referred to in the registration statement on [Form 8-A](#) filed under the Securities Exchange Act of 1934, as amended, including any amendments or reports filed for the purpose of updating any such description; and
- any future filings we make with the SEC under Section 13(a), 13(c), 14, or 15(d) of the Securities Exchange Act of 1934, as amended, after the date of this prospectus and before we sell all of the securities offered by this prospectus.

You may request a copy of any of these filings at no cost by writing to or calling us at the following address and telephone number: Corporate Secretary, NiSource Inc., 801 East 86th Avenue, Merrillville, Indiana 46410, telephone: (877) 647-5990.

We have filed this prospectus with the SEC as part of a registration statement on Form S-3 under the Securities Act of 1933. This prospectus does not contain all of the information included in the registration statement. Any statement made in this prospectus concerning the contents of any contract, agreement or other document is only a summary of the actual document. If we have filed any contract, agreement or other document as an exhibit to the registration statement, you should read the exhibit for a more complete understanding of the document or matter involved. Each statement regarding a contract, agreement or other document is qualified in its entirety by reference to the actual document.

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NISOURCE INC.

Overview. NiSource is an energy holding company whose subsidiaries are fully regulated natural gas and electric utility companies serving approximately 4.0 million customers in seven states. We are one of the nation's largest natural gas distribution companies, as measured by number of customers. Our principal subsidiaries include NiSource Gas Distribution Group, Inc., a natural gas distribution company, and Northern Indiana Public Service Company LLC, or NIPSCO, a gas and electric company. NiSource derives substantially all of its revenues and earnings from the operating results of these rate-regulated businesses. Our primary business segments are:

- Gas Distribution Operations; and
- Electric Operations.

Business Strategy. We focus our business strategy on our core, rate-regulated asset-based businesses with most of our operating income generated from the rate-regulated businesses. NiSource's utilities continue to move forward on core infrastructure and environmental investment programs supported by complementary regulatory and customer initiatives across all seven states in which we operate. Our goal is to develop strategies that benefit all stakeholders as we address changing customer conservation patterns, develop more contemporary pricing structures and embark on long-term investment programs. These strategies are intended to improve reliability and safety, enhance customer services and reduce emissions while generating sustainable returns.

Gas Distribution Operations. Our natural gas distribution operations serve approximately 3.5 million customers in seven states and operate approximately 60,000 miles of pipeline. Through our wholly-owned subsidiary NiSource Gas Distribution Group, Inc., we own six distribution subsidiaries that provide natural gas to approximately 2.6 million residential, commercial and industrial customers in Ohio, Pennsylvania, Virginia, Kentucky, Maryland and Massachusetts. We also distribute natural gas to approximately 832,000 customers in northern Indiana through our wholly-owned subsidiary NIPSCO.

Electric Operations. We generate, transmit and distribute electricity through our subsidiary NIPSCO to approximately 472,000 customers in 20 counties in the northern part of Indiana and engage in wholesale and transmission transactions. NIPSCO owns and operates two coal-fired electric generating stations. The two operating facilities have a generating capacity of 2,080 megawatts. NIPSCO completed the retirement of two coal-burning units at its Bailly Generating Station on May 31, 2018. NIPSCO also owns and operates Sugar Creek, a combined cycle gas turbine plant with a generating capacity of 571 megawatts, three gas-fired generating units located at NIPSCO's coal-fired electric generating stations with a generating capacity of 186 megawatts and two hydroelectric generating plants with a generating capacity of 16 megawatts. These facilities provide for a total system operating generating capacity of 2,853 megawatts. NIPSCO's transmission system, with voltages from 69,000 to 765,000 volts, consists of 2,963 circuit miles. NIPSCO is interconnected with five neighboring electric utilities. During the year ended December 31, 2018, NIPSCO generated 69.4% and purchased 30.6% of its electric requirements.

Our executive offices are located at 801 East 86th Avenue, Merrillville, Indiana 46410, telephone: (877) 647-5990.

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USE OF PROCEEDS

Unless otherwise described in the applicable prospectus supplement, we will use the net proceeds from the sale of securities offered by this prospectus and any applicable prospectus supplement for general corporate purposes, including additions to working capital and repayment of existing indebtedness.

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DESCRIPTION OF CAPITAL STOCK

General

The authorized capital stock of NiSource consists of 620,000,000 shares, of which 600,000,000 are common stock, par value \$0.01, and 20,000,000 are preferred stock, par value \$0.01. The board of directors has designated (i) 400,000 shares of the preferred stock as 5.650% Series A Fixed-Rate Reset Cumulative Redeemable Perpetual Preferred Stock (“Series A Preferred Stock”), liquidation preference \$1,000 per share, (ii) 20,000 shares of the preferred stock as 6.50% Series B Fixed-Rate Reset Cumulative Redeemable Perpetual Stock (“Series B Preferred Stock”), liquidation preference \$25,000 per share and (iii) 20,000 shares of the preferred stock as Series B-1 Preferred Stock (“Series B-1 Preferred Stock”). As of October 28, 2019, NiSource had outstanding 373,543,732 shares of its common stock, 400,000 shares of Series A Preferred Stock, 20,000 shares of Series B Preferred Stock and 20,000 shares of Series B-1 Preferred Stock. The shares of Series B Preferred Stock and Series B-1 Preferred Stock are represented by 20,000,000 depositary shares, each representing 1/1000th ownership interest in a share of each of the Series B Preferred Stock and the Series B-1 Preferred Stock. Additional details concerning these depositary shares are provided below under “Description of Depositary Shares.”

NiSource’s Amended and Restated Certificate of Incorporation, as amended through May 7, 2019 (“certificate of incorporation”) also designates 4,000,000 shares of NiSource’s preferred stock as Series A Junior Participating Preferred Stock (“Series A Junior Stock”). The shares of Series A Junior Stock were reserved for issuance upon the exercise of rights under NiSource’s former Shareholder Rights Plan, which formally expired in 2010, and no shares of Series A Junior Stock were ever issued.

The below summaries of provisions of NiSource’s common stock and preferred stock are not necessarily complete. You are urged to read carefully, and the below summaries are qualified in their entirety by, the certificate of incorporation and bylaws of NiSource which are filed as exhibits to the registration statement of which this prospectus is a part and the certificates of designations for each series of NiSource’s preferred stock which have been or hereafter are filed with the SEC.

Anti-Takeover Provisions

NiSource’s certificate of incorporation includes provisions that may have the effect of deterring hostile takeovers or delaying or preventing changes in control of management of NiSource. More specifically, the certificate of incorporation provides that stockholders may not cumulate their votes and stockholder action may be taken only at a duly called meeting and not by written consent. In addition, NiSource’s Amended and Restated By-Laws (“bylaws”) contain requirements for advance notice of stockholder proposals and director nominations. These and other provisions of the certificate of incorporation and bylaws and Delaware law could discourage potential acquisition proposals and could delay or prevent a change in control of management of NiSource.

Under Delaware law, the approval of the holders of a majority of the outstanding shares of a class of NiSource’s capital stock would be necessary to authorize any amendment to the certificate of incorporation that would increase or decrease the aggregate number of authorized shares of such class of capital stock or that would adversely alter or change the powers, preferences or special right of such class of capital stock. Further, pursuant to the certificates of designations for the Series A Preferred Stock, Series B Preferred Stock and Series B-1 Preferred Stock, the holders of two-thirds of any series of such preferred stock must approve certain amendments to the certificate of incorporation that would have a material adverse effect on the existing preferences, rights, powers, duties or obligations of such series of preferred stock. The effect of these provision may permit the holders of NiSource’s outstanding shares of capital stock to block a proposed amendment to the certificate of incorporation in connection with a potential acquisition of NiSource if such amendment would adversely affect the powers, preferences or special rights of such capital stock.

NiSource is subject to the provisions of Section 203 of the Delaware General Corporation Law (“DGCL”) regulating corporate takeovers. Section 203 prevents certain Delaware corporations, including those whose

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securities are listed on a national securities exchange, such as the New York Stock Exchange, from engaging, under certain circumstances, in a “business combination” (as defined therein), which includes, among other things, a merger or sale of more than 10% of the corporation’s assets, with any interested stockholder for three years following the date that the stockholder became an interested stockholder. An interested stockholder is a stockholder who acquired 15% or more of the corporation’s outstanding voting stock or an affiliate or associate of such person.

Common Stock

NiSource’s common stock is listed on the New York Stock Exchange under the symbol “NI.” Shares of NiSource’s common stock, offered and sold pursuant to the registration statement of which this prospectus forms a part, will be fully paid and non-assessable.

Liquidation Rights

In the event of any liquidation, dissolution or winding up of NiSource, whether voluntary or involuntary, after payment or provision for payment of the debts and other liabilities of NiSource and the distribution in full of all preferential amounts (including any accumulated and unpaid dividends) to which the holders of the Series A Preferred Stock, Series B Preferred Stock, Series B-1 Preferred Stock and any other series of preferred stock of NiSource hereafter created are entitled, the holders of common stock will share ratably in the remaining assets in proportion to the number of shares of common stock held by them respectively. A consolidation or merger of NiSource with or into any other corporation, or any purchase or redemption of shares of any class of NiSource’s capital stock, will not be deemed to be a liquidation, dissolution or winding up of NiSource’s affairs.

Voting Rights

Except as otherwise required by Delaware law or as otherwise provided in the certificate of designations for the Series A Preferred Stock, Series B Preferred Stock, Series B-1 Preferred Stock or any other series of preferred stock of NiSource hereafter created, holders of NiSource’s common stock exclusively possess voting power for the election of NiSource’s directors and all other matters requiring stockholder action. Each holder of common stock, if entitled to vote on a matter, is entitled to one vote per share. Holders of common stock are not entitled to cumulative voting rights. Holders of common stock will be notified of any stockholders’ meeting according to applicable law.

For the voting rights of the Series A Preferred Stock, Series B Preferred Stock and Series B-1 Preferred Stock, including the rights of holders of Series B-1 Preferred Stock to elect two additional directors to NiSource’s board of directors upon a Nonpayment Event (as defined below), see “—Series A Preferred Stock— Voting Rights,” “—Series B Preferred Stock—Voting Rights” and “—Series B-1 Preferred Stock—Voting Rights.”

Dividend Rights

Holders of common stock will be entitled to receive dividends, when, as and if declared by NiSource’s board of directors out of legally available funds for such purpose in accordance with Delaware law, subject to the powers, preferences and rights afforded to the holders of the Series A Preferred Stock, Series B Preferred Stock and any other series of preferred stock of NiSource hereafter created. Dividends may be paid in cash, capital stock or other property of NiSource.

NiSource is prohibited by the terms of each of its Series A Preferred Stock and its Series B Preferred Stock from declaring or paying dividends on any shares of NiSource’s common stock (other than dividends payable solely in shares of its common stock) or redeeming, repurchasing or acquiring shares of its common stock unless full cumulative dividends have been paid with respect to the Series A Preferred Stock and the Series B Preferred Stock, respectively, through the most recently completed respective dividend periods. See “—Series A Preferred Stock—Dividends” and “—Series B Preferred Stock—Dividends.”

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As noted above, NiSource is an energy holding company that derives substantially all of its revenues and earnings from the operating results of the rate-regulated businesses of its subsidiaries. Accordingly, NiSource's ability to pay dividends on its capital stock is dependent primarily upon the earnings and cash flows of its subsidiaries and the distribution or other payment of such earnings to NiSource. NiSource's subsidiaries are separate and distinct legal entities and have no obligation, contingent or otherwise, to pay any amounts on the capital stock of NiSource or to make any funds available therefor, whether by dividends, loans or other payments.

No Preemptive Rights

Holders of NiSource's common stock are not entitled to, as holders of common stock, any preemptive rights with respect to any shares of NiSource's capital stock or any of its securities convertible into or exercisable for its capital stock.

Preferred Stock

GENERAL

The board of directors can, without approval of stockholders, issue one or more series of preferred stock. The board can also determine the number of shares of each series and the rights, preferences and limitations of each series, including any dividend rights, voting rights, conversion rights, redemption rights and liquidation preferences, the number of shares constituting each series and the terms and conditions of issue. In some cases, the issuance of preferred stock could delay a change in control of NiSource and make it harder to remove incumbent management. Under certain circumstances, preferred stock could also restrict dividend payments to holders of common stock. All preferred stock will be fully paid and non-assessable.

The terms of the preferred stock that NiSource may offer will be established by or pursuant to a resolution of the board of directors of NiSource and will be issued under certificates of designations or through amendments to the certificate of incorporation. If NiSource uses this prospectus to offer preferred stock, an accompanying prospectus supplement will describe the specific terms of the preferred stock. NiSource will also indicate in the prospectus supplement whether the general terms and provisions described in this prospectus apply to the preferred stock that NiSource may offer. If there are differences between the prospectus supplement relating to a particular series and this prospectus, the prospectus supplement will control.

The following terms of the preferred stock, as applicable, will be set forth in a prospectus supplement relating to the preferred stock:

- the title and stated value;
- the number of shares NiSource is offering;
- the liquidation preference per share;
- the purchase price;
- the dividend rate, period and payment date, and method of calculation of dividends;
- whether dividends will be cumulative or non-cumulative and, if cumulative, the date from which dividends will accumulate;
- the procedures for any auction and remarketing, if any;
- the provisions for a sinking fund, if any;
- the provisions for redemption or repurchase, if applicable, and any restrictions on NiSource's ability to exercise those redemption and repurchase rights;
- any listing of the preferred stock on any securities exchange or market;

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- voting rights, if any;
- preemptive rights, if any;
- restrictions on transfer, sale or other assignment, if any;
- whether interests in the preferred stock will be represented by depositary shares;
- a discussion of any material or special United States federal income tax considerations applicable to the preferred stock;
- the relative ranking and preferences of the preferred stock as to dividend or liquidation rights;
- any limitations on issuance of any class or series of preferred stock ranking senior to or on a parity with the series of preferred stock as to dividend or liquidation rights; and
- any other material specific terms, preferences, rights or limitations of, or restrictions on, the preferred stock.

The terms, if any, on which the preferred stock may be exchanged for or converted into shares of common stock or any other security and, if applicable, the conversion or exchange price, or how it will be calculated, and the conversion or exchange period will be set forth in the applicable prospectus supplement.

The preferred stock or any series of preferred stock may be represented, in whole or in part, by one or more global certificates, which will have an aggregate liquidation preference equal to that of the preferred stock represented by the global certificate.

Each global certificate will:

- be registered in the name of a depositary or a nominee of the depositary identified in the prospectus supplement;
- be deposited with such depositary or nominee or a custodian for the depositary; and
- bear a legend regarding the restrictions on exchanges and registration of transfer and any other matters as may be provided for under the certificate of designations.

The designation, powers, preferences, rights, qualifications, limitations and restrictions of each series of NiSource's preferred stock discussed below are set forth in a certificate of designations for such series (collectively, the "Certificate of Designations"), each forming part of the certificate of incorporation. The following summaries of the powers, preferences and rights of each series of preferred stock discussed below and certain material provisions of the applicable Certificate of Designations but does not contain a complete description of them and is qualified in its entirety by the provisions of the applicable Certificate of Designations. You may obtain a copy of the form of each Certificate of Designations as described under "Where You Can Find More Information."

SERIES A PREFERRED STOCK

A summary of certain powers, preferences, rights, qualifications, limitations and restrictions of the Series A Preferred Stock are set forth below.

Ranking

The Series A Preferred Stock ranks, with respect to dividends and distributions upon the liquidation, winding up and dissolution, whether voluntary or involuntary, of NiSource's affairs (a "Liquidation"): (i) senior to NiSource's common stock and any other class or series of capital stock that does not expressly provide that it ranks on a parity with or senior to the Series A Preferred Stock with respect to dividends and such distributions

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(“Series A Junior Securities”); (ii) on a parity with the Series B Preferred Stock, the Series B-1 Preferred Stock (except with respect to dividends) and any other class or series of capital stock that does not expressly provide that it ranks junior or senior to the Series A Preferred Stock with respect to dividends and such distributions (“Series A Parity Securities”); and (iii) junior to any class or series of capital stock that expressly provides that it ranks senior to the Series A Preferred Stock with respect to dividends and such distributions (“Series A Senior Securities”).

Liquidation Rights

In the event of any Liquidation, the holders of the Series A Preferred Stock are entitled to receive out of NiSource’s assets available for distribution to stockholders (subject to the rights of holders of Series A Senior Securities and Series A Parity Securities in respect of distributions upon Liquidation), before any distribution of assets is made to holders of Series A Junior Securities, a liquidation preference of \$1,000 per share. Any accumulated and unpaid dividends on the Series A Preferred Stock and Series A Parity Securities will be paid prior to any distributions in Liquidation. A consolidation or merger of NiSource with or into any other entity will not be deemed to be a Liquidation.

Voting Rights

The Series A Preferred Stock has no voting, consent or approval rights except as set forth below or as otherwise provided by Delaware law. On any matter described below in which the holders of the Series A Preferred Stock are entitled to vote as a class (whether separately or together with the holders of any Series A Parity Securities), such holders will be entitled to one vote per share.

Adverse Changes. Unless NiSource has received the affirmative vote or consent of the holders of at least two-thirds of the outstanding shares of Series A Preferred Stock, voting as a single class, no amendment to the certificate of incorporation may be adopted that would have a material adverse effect on the existing preferences, rights, powers, duties or obligations of the Series A Preferred Stock. However, such voting requirement shall not be implicated by any amendment to the certificate of incorporation (i) relating to the issuance of additional shares of preferred stock (subject to the voting rights discussed in the following paragraph) and (ii) in connection with a merger or another transaction in which the Series A Preferred Stock remains outstanding or is exchanged for a series of preferred stock of the surviving entity, in either case, with the terms thereof materially unchanged in any respect adverse to the holders of Series A Preferred Stock.

Parity and Senior Preferred Stock. Unless NiSource has received the affirmative vote or consent of the holders of at least two-thirds of the outstanding shares of Series A Preferred Stock, voting as a class together with holders of the Series B Preferred Stock and any other Series A Parity Securities and upon which like voting rights have been conferred and are exercisable, NiSource may not: (i) create or issue any Series A Parity Securities (including any additional shares of Series A Preferred Stock or Series B Preferred Stock, but excluding any payments-in-kind on such shares) if the cumulative dividends payable on the outstanding shares of Series A Preferred Stock (or Series A Parity Securities, if applicable) are in arrears; or (ii) create or issue any Series A Senior Securities.

Dividends

Holders of shares of Series A Preferred Stock will be entitled to receive, when, as and if declared by NiSource’s board of directors out of legally available funds for such purpose, cumulative semi-annual cash dividends (subject to the dividend rights of any Series A Senior Securities or Series A Parity Securities) at an initial rate of 5.650% per annum of the \$1,000 liquidation preference per share (equal to \$56.50 per share per annum). On and after June 15, 2023, dividends will accumulate for each five-year period thereafter according to a formula based on the rate of certain U.S. Treasury securities with a five year maturity plus the applicable margin.

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NiSource is prohibited by the terms of the Series A Preferred Stock from declaring or paying dividends on any Series A Junior Securities (other than a dividend payable solely in such Series A Junior Securities) or redeeming, repurchasing or acquiring shares of any Series A Junior Securities unless full cumulative dividends have been paid on all outstanding shares of Series A Preferred Stock and any Series A Parity Securities entitled to dividends through the most recently completed respective dividend periods. In addition, NiSource may not repurchase, redeem or otherwise acquire any shares of Series A Preferred Stock or Series A Parity Securities unless (i) effected pursuant to a purchase or exchange offer made on the same relative terms to all holders of such shares of preferred stock or (ii) (A) full cumulative dividends have been paid or provided for on all outstanding shares of such series of preferred stock entitled to dividends through the most recently completed respective dividend periods and (B) NiSource expects to have sufficient funds to pay in full the next dividend on all such outstanding shares of preferred stock.

Redemption

NiSource may redeem the Series A Preferred Stock, at its option, in whole or in part, on June 15, 2023 or on any fifth anniversary thereafter by paying \$1,000 per share plus an amount equal to all accumulated and unpaid dividends thereon to, but not including, the redemption date, whether or not declared. In addition, following the occurrence of a “Ratings Event” (as defined in the certificate of designations of the Series A Preferred Stock), NiSource may, at its option, redeem the Series A Preferred Stock in whole, but not in part, at a redemption price equal to \$1,020 (102% of the liquidation preference) per share plus an amount equal to all accumulated and unpaid dividends thereon to the redemption date, whether or not declared.

No Conversion or Preemptive Rights

The Series A Preferred Stock is not convertible into any other class of NiSource’s capital stock and the holders of the Series A Preferred Stock do not, as holders of Series A Preferred Stock, have any preemptive rights with respect to any shares of NiSource’s capital stock or any of its securities convertible into or exercisable for its capital stock.

SERIES B PREFERRED STOCK

A summary of certain powers, preferences, rights, qualifications, limitations and restrictions of the Series B Preferred Stock are set forth below.

Ranking

The Series B Preferred Stock ranks, with respect to dividends and distributions upon Liquidation: (i) senior to NiSource’s common stock and any other class or series of capital stock that does not expressly provide that it ranks on a parity with or senior to the Series B Preferred Stock with respect to dividends and such distributions (the “Series B Junior Securities”); (ii) on a parity with the Series A Preferred Stock, the Series B-1 Preferred Stock (except with respect to dividends) and any other class or series of capital stock that does not expressly provide that it ranks junior or senior to the Series B Preferred Stock with respect to dividends and such distributions (the “Series B Parity Securities”); and (iii) junior to any class or series of capital stock that expressly provides that it ranks senior to the Series B Preferred Stock with respect to dividends and such distributions (the “Series B Senior Securities”).

Liquidation Rights

In the event of any Liquidation, the holders of the Series B Preferred Stock are entitled to receive out of NiSource’s assets available for distribution to stockholders (subject to the rights of holders of Series B Senior Securities and Series B Parity Securities in respect of distributions upon the Liquidation) before any distribution of assets is made to holders of Series B Junior Securities, a liquidation preference of \$25,000 per share. Any

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accumulated and unpaid dividends on the Series B Preferred Stock and Series B Parity Securities will be paid prior to any distributions in Liquidation. A consolidation or merger of NiSource with or into any other entity will not be deemed to be a Liquidation.

Voting Rights

The Series B Preferred Stock has no voting, consent or approval rights except as set forth below or as otherwise provided by Delaware law. On any matter described below in which the holders of the Series B Preferred Stock are entitled to vote as a class (whether separately or together with the holders of any Series B Parity Securities), such holders will be entitled to twenty-five votes per share. The Series B Preferred Stock is paired with the Series B-1 Preferred Stock and the holders of the Series B-1 Preferred Stock are entitled to the voting rights described in “—Series B-1 Preferred Stock—Voting Rights.”

Adverse Changes. Unless NiSource has received the affirmative vote or consent of the holders of at least two-thirds of the outstanding shares of Series B Preferred Stock, voting as a single class, no amendment to the certificate of incorporation may be adopted that would have a material adverse effect on the existing preferences, rights, powers, duties or obligations of the Series B Preferred Stock. However, such voting requirement shall not be implicated by any amendment to the certificate of incorporation (i) relating to the issuance of additional shares of preferred stock (subject to the voting rights discussed in the following paragraph) and (ii) in connection with a merger or another transaction in which either the Series B Preferred Stock remains outstanding or is exchanged for a series of preferred stock of the surviving entity, in either case, with the terms thereof materially unchanged in any respect adverse to the holders of Series B Preferred Stock.

Parity and Senior Preferred Stock. Unless NiSource has received the affirmative vote or consent of the holders of at least two-thirds of the outstanding shares of Series B Preferred Stock, voting as a class together with holders of the Series A Preferred Stock and any other Series B Parity Securities and upon which like voting rights have been conferred and are exercisable, NiSource may not: (i) create or issue any Series B Parity Securities (including any additional shares of Series A Preferred Stock or Series B Preferred Stock, but excluding any payments-in-kind on such shares) if the cumulative dividends payable on the outstanding shares of Series B Preferred Stock (or Series B Parity Securities, if applicable) are in arrears; or (ii) create or issue any Series B Senior Securities.

Dividends

Holders of Series B Preferred Stock will be entitled to receive, when, as and if declared by NiSource’s board of directors out of legally available funds for such purpose, cumulative quarterly cash dividends (subject to the dividend rights of any Series B Parity Securities or Series B Senior Securities) at an initial rate of 6.50% per annum of the \$25,000 liquidation preference per share (equal to \$1,625 per share per annum). On and after March 15, 2024, dividends will accumulate for each five-year period thereafter according to a formula based on the rate of certain U.S. Treasury securities with a five year maturity plus the applicable margin.

NiSource is prohibited by the terms of the Series B Preferred Stock from declaring or paying dividends on any Series B Junior Securities (other than a dividend payable solely in such Series B Junior Securities) or redeeming, repurchasing or acquiring shares of any Series B Junior Securities unless full cumulative dividends have been paid on all outstanding shares of Series B Preferred Stock and any Series B Parity Securities entitled to dividends through the most recently completed respective dividend periods. In addition, NiSource may not repurchase, redeem or otherwise acquire any shares of Series A Preferred Stock or Series A Parity Securities, unless (i) effected pursuant to a purchase or exchange offer made on the same relative terms to all holders of such shares of preferred stock or (ii) (A) full cumulative dividends have been paid or provided for on all outstanding shares of such preferred stock entitled to dividends through the most recently completed respective dividend periods and (B) NiSource expects to have sufficient funds to pay in full the next dividend on all such outstanding shares of preferred stock.

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Redemption

NiSource may redeem the Series B Preferred Stock, at its option, in whole or in part, on March 15, 2024 or on any fifth anniversary thereafter by paying \$25,000 per share plus an amount equal to all accumulated and unpaid dividends thereon to, but not including, the redemption date, whether or not declared. In addition, following the occurrence of a “Ratings Event” (as defined in the certificate of designations of the Series B Preferred Stock), NiSource may, at its option, redeem the Series B Preferred Stock in whole, but not in part, at a redemption price equal to \$25,500 per share (102% of the liquidation preference) plus an amount equal to all accumulated and unpaid dividends thereon to the redemption date, whether or not declared.

No Conversion or Preemptive Rights

The Series B Preferred Stock is not convertible into any other class of NiSource’s capital stock and the holders of the Series B Preferred Stock do not, as holders of Series B Preferred Stock, have any preemptive rights with respect to any shares of NiSource’s capital stock or any of its securities convertible into or exercisable for its capital stock.

SERIES B-1 PREFERRED STOCK

The Series B-1 Preferred Stock was issued as a distribution with respect to the Series B Preferred Stock in order to enhance the voting rights of the Series B Preferred Stock to comply with the New York Stock Exchange’s minimum voting rights policy. The Series B-1 Preferred Stock is paired with the Series B Preferred Stock and may not be transferred, redeemed or repurchased except in connection with the simultaneous transfer, redemption or repurchase of the underlying Series B Preferred Stock, and upon the transfer, redemption or repurchase of the underlying Series B Preferred Stock, the same number of shares of Series B-1 Preferred Stock must simultaneously be transferred (to the same transferee), redeemed or repurchased, as the case may be. A summary of certain powers, preferences, rights, qualifications, limitations and restrictions of the Series B-1 Preferred Stock are set forth below.

Ranking

The Series B-1 Preferred Stock ranks, with respect to distributions upon Liquidation: (i) senior to NiSource’s common stock and any other class or series of capital stock that does not expressly provide that it ranks on a parity with or senior to the Series B-1 Preferred Stock with respect to such distributions (the “Series B-1 Junior Securities”); (ii) on a parity with the Series A Preferred Stock, the Series B Preferred Stock and any other class or series of capital stock that does not expressly provide that it ranks junior or senior to the Series B-1 Preferred Stock with respect to such distributions (the “Series B-1 Parity Securities”); and (iii) junior to any class or series of capital stock that expressly provides that it ranks senior to the Series B-1 Preferred Stock with respect to such distributions (the “Series B-1 Senior Securities”).

Liquidation Rights

In the event of any Liquidation, the holders of the Series B-1 Preferred Stock are entitled to receive out of NiSource’s assets available for distribution to stockholders (subject to the rights of holders of Series B-1 Senior Securities and Series B-1 Parity Securities in respect of distributions upon Liquidation), before any distribution of assets is made to holders of Series B-1 Junior Securities, a liquidation preference of \$0.01 per share. Any accumulated and unpaid dividends on the Series B-1 Parity Securities will be paid prior to any distributions in Liquidation. A consolidation or merger of NiSource with or into any other entity will not be deemed to be a Liquidation.

Voting Rights

The Series B-1 Preferred Stock has no voting, consent or approval rights except as set forth below or as otherwise provided by Delaware law. On any matter described below in which the holders of the Series B-1

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Preferred Stock are entitled to vote as a class (whether separately or together with the holders of any Series B-1 Parity Securities), such holders will be entitled to twenty-five votes per share.

Adverse Changes. Unless NiSource has received the affirmative vote or consent of the holders of at least two-thirds of the outstanding shares of Series B-1 Preferred Stock, voting as a single class, no amendment to the certificate of incorporation may be adopted that would have a material adverse effect on the existing preferences, rights, powers, duties or obligations of the Series B-1 Preferred Stock. However, such voting requirement shall not be implicated by any amendment to the certificate of incorporation (i) relating to the issuance of additional shares of preferred stock and (ii) in connection with a merger or another transaction in which either the Series B-1 Preferred Stock remains outstanding or is exchanged for a series of preferred stock of the surviving entity, in either case, with the terms thereof materially unchanged in any respect adverse to the holders of Series B-1 Preferred Stock.

Election of Directors upon Nonpayment Events. If and whenever dividends on any shares of Series B Preferred Stock shall not have been declared and paid for at least six dividend periods, whether or not consecutive (a “Nonpayment Event”), the number of directors then constituting NiSource’s board of directors will automatically be increased by two and the holders of Series B-1 Preferred Stock, voting as a class together with the holders of any outstanding Series B-1 Parity Securities having like voting rights that are exercisable at that time (“Director Voting Preferred Stock”), shall be entitled to elect the two additional directors (the “Preferred Stock Directors”), provided that (i) such election does not violate the corporate governance requirements of the New York Stock Exchange that companies must have a majority of independent directors and (ii) such director is not prohibited or disqualified from serving as a director of NiSource by any applicable law. The Preferred Stock Directors shall each be entitled to one vote per director on any matter before NiSource’s board of directors for a vote.

When all accumulated and unpaid dividends on the Series B Preferred Stock have been paid in full, then (a) the right of the holders of Series B-1 Preferred Stock to elect the Preferred Stock Directors shall cease, (b) the terms of office of the Preferred Stock Directors will automatically terminate and (c) the number of directors constituting NiSource’s board of directors will automatically decrease by two. Any Preferred Stock Director may be removed at any time without cause by holders of a majority of the outstanding shares of the Series B-1 Preferred Stock and Director Voting Preferred Stock (voting together as a single class). So long as a Nonpayment Event continues, any vacancy in the office of a Preferred Stock Director (after the initial election of Preferred Stock Directors) may be filled by the written consent of the Preferred Stock Director remaining in office (if any), in lieu of a vote by the Series B-1 Preferred Stock and Voting Preferred Stock (voting together as a single class).

Dividends

Holders of Series B-1 Preferred Stock are not entitled to receive dividends.

Redemption

The shares of Series B-1 Preferred Stock are subject to mandatory redemption, in whole or in part, at a redemption price of \$0.01 per share upon the redemption of the underlying shares of Series B Preferred Stock with which such shares of Series B-1 Preferred Stock are paired. The shares of Series B-1 Preferred Stock are not otherwise subject to redemption.

No Conversion or Preemptive Rights

The Series B-1 Preferred Stock is not convertible into any other class of NiSource’s capital stock and the holders of the Series B-1 Preferred Stock do not, as holders of Series B-1 Preferred Stock, have any preemptive rights with respect to any shares of NiSource’s capital stock or any of its securities convertible into or exercisable for its capital stock.

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DESCRIPTION OF DEPOSITARY SHARES

NiSource may issue depositary shares representing fractional interests in shares of our preferred stock of any series. The following description sets forth certain general terms and provisions of the depositary shares to which any prospectus supplement may relate. The particular terms of the depositary shares to which any prospectus supplement may relate and the extent, if any, to which the general terms and provisions may apply to the depositary shares so offered will be described in the applicable prospectus supplement. To the extent that any particular terms of the depositary shares, deposit agreements and depositary receipts described in a prospectus supplement differ from any of the terms described below, then the terms described below will be deemed to have been superseded by that prospectus supplement. You should read the applicable deposit agreement and depositary receipts for additional information before you decide whether to purchase any of NiSource's depositary shares.

In connection with the issuance of any depositary shares, NiSource will enter into a deposit agreement with a bank or trust company, as depositary, which will be named in the applicable prospectus supplement. Depositary shares will be evidenced by depositary receipts issued pursuant to the related deposit agreement. Immediately following our issuance of the security related to the depositary shares, NiSource will deposit the shares of our preferred stock with the relevant depositary and will cause the depositary to issue, on our behalf, the related depositary receipts. Subject to the terms of the deposit agreement, each owner of a depositary receipt will be entitled, in proportion to the fractional interest in the share of preferred stock represented by the related depositary share, to all the rights, preferences and privileges of, and will be subject to all of the limitations and restrictions on, the preferred stock represented by the depositary receipt (including, if applicable, dividend, voting, conversion, exchange, redemption, sinking fund, subscription and liquidation rights). The applicable prospectus supplement will describe the terms of the depositary shares offered thereby.

Depositary Shares representing Series B Preferred Stock and Series B-1 Preferred Stock

NiSource has issued and outstanding 20,000,000 depositary shares (the "Depositary Shares"), each representing a 1/1,000th ownership interest in a share of its Series B Preferred Stock and a 1/1,000th ownership interest in a share of its Series B-1 Preferred Stock. The Depositary Shares are evidenced by depositary receipts issued pursuant to a deposit agreement (the "Deposit Agreement") among NiSource, Computershare Inc. and Computershare Trust Company, N.A., acting jointly as the depositary (the "depositary"), and the holders from time to time of the depositary receipts evidencing the Depositary Shares. This description of the Depositary Shares is qualified in its entirety by the provisions of the respective certificates of designations of the Series B Preferred Stock and Series B-1 Preferred Stock and the Deposit Agreement.

Dividends and Other Distributions

The depositary will distribute any cash dividends or other cash distributions received in respect of the deposited Series B Preferred Stock and Series B-1 Preferred Stock to the record holders of Depositary Shares relating to the underlying Series B Preferred Stock and Series B-1 Preferred Stock in proportion to the number of Depositary Shares held by the holders. The depositary will distribute any property received by it other than cash to the record holders of Depositary Shares entitled to those distributions, unless it determines, in consultation with NiSource, that the distribution cannot be made proportionally among those holders or that it is not feasible to make a distribution. In that event, the depositary may, with NiSource's approval, sell the property (at a public or private sale) and distribute the net proceeds from the sale to the holders of the Depositary Shares in proportion to the number of Depositary Shares they hold.

Redemption of Depositary Shares

If NiSource redeems the Series B Preferred Stock and Series B-1 Preferred Stock represented by the Depositary Shares, a proportionate number of Depositary Shares will be redeemed from the proceeds received by

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the depositary resulting from the redemption of the Series B Preferred Stock and Series B-1 Preferred Stock held by the depositary. The redemption price per depositary share will be equal to 1/1,000th of the redemption price per share payable with respect to each of the Series B Preferred Stock and Series B-1 Preferred Stock. Whenever NiSource redeems shares of Series B Preferred Stock and Series B-1 Preferred Stock held by the depositary, the depositary will redeem, as of the same redemption date, the number of Depositary Shares representing shares of Series B Preferred Stock and Series B-1 Preferred Stock so redeemed.

Voting the Preferred Stock

When the depositary receives notice of any meeting at which the holders of the Series B Preferred Stock and/or Series B-1 Preferred Stock are entitled to vote, the depositary will mail, or otherwise transmit by an authorized method, the information contained in the notice to the record holders of the Depositary Shares. Each record holder of the Depositary Shares on the record date, which will be the same date as the record date for the Series B Preferred Stock and/or Series B-1 Preferred Stock, may instruct the depositary to vote the amount of the Series B Preferred Stock and/or Series B-1 Preferred Stock entitled to vote represented by the holder's Depositary Shares. To the extent practicable, the depositary will vote the number of shares entitled to vote represented by such Depositary Shares in accordance with the instructions it receives. If the depositary does not receive specific instructions from the holders of any Depositary Shares representing the Series B Preferred Stock and/or Series B-1 Preferred Stock entitled to vote, it will abstain from voting the number of shares of Series B Preferred Stock and/or Series B-1 Preferred Stock represented thereby.

Amendment and Termination of the Depositary Agreement

The form of depositary receipt evidencing the Depositary Shares and any provision of the Depositary Agreement may be amended by agreement between the depositary and NiSource. However, any amendment that materially and adversely alters the rights of the holders of Depositary Shares will not be effective unless such amendment has been approved by the holders of at least a majority of the Depositary Shares then outstanding. The Depositary Agreement may be terminated by NiSource upon sixty days' prior written notice to the depositary or by the depositary upon mailing notice to NiSource and the holders of all Depositary Shares then outstanding if at any time sixty days have expired after the depositary provided written notice to NiSource of its resignation and a successor depositary has not been appointed. The Depositary Agreement shall automatically terminate after there has been a final distribution in respect of the Series B Preferred Stock and Series B-1 Preferred Stock in connection with NiSource's liquidation, dissolution or winding and such distribution has been distributed to the holders of Depositary Shares.

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DESCRIPTION OF THE DEBT SECURITIES

NiSource may issue debt securities, which will be designated as either senior debt securities or subordinated debt securities, in one or more series from time to time. Unless the context requires otherwise, references to “debt securities” refer collectively to both the senior debt securities and the subordinated debt securities. The senior debt securities will be issued under an indenture, dated as of November 14, 2000, as supplemented, between NiSource (as successor to NiSource Finance Corp.) and The Bank of New York Mellon (as successor in interest to JPMorgan Chase Bank, N.A., formerly known as The Chase Manhattan Bank), as trustee. We refer to this indenture as the “Senior Indenture.” The subordinated debt securities will be issued under a separate indenture to be entered into at a future date between NiSource and The Bank of New York Mellon, as trustee. We refer to this indenture as the “Subordinated Indenture” and, together with the Senior Indenture, as the “Indentures.” The Bank of New York Mellon, as trustee under the Indentures, will act as indenture trustee for the purposes of the Trust Indenture Act. We have filed the Indentures as exhibits to the registration statement of which this prospectus is a part.

This section briefly summarizes some of the terms of the debt securities and the Indentures. This section does not contain a complete description of the debt securities or the Indentures. The description of the debt securities is qualified in its entirety by the provisions of the Indentures. References to section numbers in this description of the debt securities, unless otherwise indicated, are references to section numbers of each Indenture.

General

The Indentures do not limit the amount of debt securities that may be issued. Each Indenture provides for the issuance of debt securities from time to time in one or more series. The terms of each series of debt securities may be established in a supplemental indenture or in resolutions of NiSource’s board of directors or a committee of the board.

The senior debt securities:

- are direct senior unsecured obligations of NiSource; and
- are equal in right of payment to any other unsecured and unsubordinated debt of NiSource.

The subordinated debt securities:

- are direct subordinated unsecured obligations of NiSource; and
- are subordinated to the prior payment in full of the senior debt securities of NiSource.

NiSource is a holding company with no independent business operations or source of income of its own. It conducts substantially all of its operations through its subsidiaries and, as a result, NiSource depends on the earnings and cash flow of, and dividends or distributions from, its subsidiaries to provide the funds necessary to meet its debt and contractual obligations. Substantially all of NiSource’s consolidated assets, earnings and cash flow is derived from the operation of its regulated utility subsidiaries, whose legal authority to pay dividends or make other distributions to NiSource is subject to regulatory restrictions. In addition, NIPSCO’s debt indenture provides that NIPSCO will not declare or pay any dividends on its common stock owned by NiSource except out of earned surplus or net profits.

NiSource’s holding company status also means that its right to participate in any distribution of the assets of any of its subsidiaries upon liquidation, reorganization or otherwise is subject to the prior claims of the creditors of each of the subsidiaries (except to the extent that the claims of NiSource itself as a creditor of a subsidiary may be recognized). Since this is true for NiSource, it is also true for the creditors of NiSource (including the holders of the debt securities).

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If NiSource uses this prospectus to offer debt securities, an accompanying prospectus supplement will describe the following terms of the debt securities being offered, to the extent applicable:

- the title and type of the debt securities;
- any limit on the aggregate principal amount;
- the date or dates on which NiSource will pay principal;
- the right, if any, to extend the date or dates on which NiSource will pay principal;
- the interest rates or the method of determining them and the date interest begins to accrue;
- the interest payment dates and the regular record dates for any interest payment dates;
- the right, if any, to extend the interest payment periods and the duration of any extension;
- the place or places where NiSource will pay principal and interest;
- the terms and conditions of any optional redemption, including the date after which, and the price or prices at which, NiSource may redeem securities;
- the terms and conditions of any optional purchase or repayment, including the date after which, and the price or prices at which, holders may require NiSource to purchase, or a third party may require holders to sell, securities;
- the terms and conditions of any mandatory or optional sinking fund redemption, including the date after which, and the price or prices at which, NiSource may redeem securities;
- whether bearer securities will be issued;
- the denominations in which NiSource will issue securities;
- the currency or currencies in which NiSource will pay principal and interest;
- any index or indices used to determine the amount of payments;
- the portion of principal payable on declaration of acceleration of maturity;
- any additional events of default or covenants of NiSource applicable to the debt securities;
- whether NiSource will pay additional amounts in respect of taxes and similar charges on debt securities held by a United States alien and whether NiSource may redeem those debt securities rather than pay additional amounts;
- whether NiSource will issue the debt securities in whole or in part in global form and, in such case, the depository for such global securities and the circumstances under which beneficial owners of interests in the global security may exchange such interest for securities;
- the date or dates after which holders may convert the securities into shares of NiSource common stock or preferred stock and the terms for that conversion;
- particular terms of subordination with respect to subordinated debt securities; and
- any other terms of the securities consistent with the provisions of the applicable indenture.

The Indentures do not give holders of debt securities protection in the event of a highly leveraged transaction or other transaction involving NiSource. The Indentures also do not limit the ability of NiSource to incur indebtedness or to declare or pay dividends on its capital stock.

Conversion Rights

The terms, if any, on which a series of debt securities may be exchanged for or converted into shares of common stock or preferred stock of NiSource will be set forth in the applicable prospectus supplement.

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Denomination, Registration and Transfer

NiSource may issue the debt securities as registered securities in certificated form or as global securities as described under the heading “Book-Entry Issuance.” Unless otherwise specified in the applicable prospectus supplement, NiSource will issue registered debt securities in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. (See Section 302.)

If NiSource issues the debt securities as registered securities, NiSource will keep at one of its offices or agencies a register in which it will provide for the registration and transfer of the debt securities. NiSource will appoint that office or agency the security registrar for the purpose of registering and transferring the debt securities.

The holder of any registered debt security may exchange the debt security for registered debt securities of the same series having the same stated maturity date and original issue date, in any authorized denominations, in like tenor and in the same aggregate principal amount. The holder may exchange those debt securities by surrendering them in a place of payment maintained for this purpose at the office or agency NiSource has appointed as securities registrar. Holders may present the debt securities for exchange or registration of transfer, duly endorsed or accompanied by a duly executed written instrument of transfer satisfactory to NiSource and the securities registrar. No service charge will apply to any exchange or registration of transfer, but NiSource may require payment of any taxes and other governmental charges as described in the applicable Indenture. (See Section 305.)

If debt securities of any series are redeemed, NiSource will not be required to issue, register transfer of or exchange any debt securities of that series during the 15 business day period immediately preceding the day the relevant notice of redemption is given. That notice will identify the serial numbers of the debt securities being redeemed. After notice is given, NiSource will not be required to issue, register the transfer of or exchange any debt securities that have been selected to be either partially or fully redeemed, except the unredeemed portion of any debt security being partially redeemed. (See Section 305.)

Payment and Paying Agents

Unless otherwise indicated in the applicable prospectus supplement, on each interest payment date, NiSource will pay interest on each debt security to the person in whose name that debt security is registered as of the close of business on the record date relating to that interest payment date. If NiSource defaults in the payment of interest on any debt security, it may pay that defaulted interest to the registered owner of that debt security:

- as of the close of business on a date that the indenture trustee selects, which may not be more than 15 days or less than 10 days before the date NiSource proposes to pay the defaulted interest, or
- in any other lawful manner that does not violate the requirements of any securities exchange on which that debt security is listed and that the indenture trustee believes is acceptable.

(See Section 307.)

Unless otherwise indicated in the applicable prospectus supplement, NiSource will pay the principal of and any premium or interest on the debt securities when they are presented at the office of the indenture trustee, as paying agent. NiSource may change the place of payment of the debt securities, appoint one or more additional paying agents, and remove any paying agent.

Redemption

The applicable prospectus supplement will contain the specific terms on which NiSource may redeem a series of debt securities prior to its stated maturity. NiSource will send a notice of redemption to holders at least 30 days but not more than 60 days prior to the redemption date. The notice will state:

- the redemption date;

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- the redemption price;
- if less than all of the debt securities of the series are being redeemed, the particular debt securities to be redeemed (and the principal amounts, in the case of a partial redemption);
- that on the redemption date, the redemption price will become due and payable and any applicable interest will cease to accrue on and after that date;
- the place or places of payment; and
- whether the redemption is for a sinking fund.

(See Section 1104.)

On or before any redemption date, NiSource will deposit an amount of money with the indenture trustee or with a paying agent sufficient to pay the redemption price. (See Section 1105.)

If NiSource is redeeming less than all the debt securities, the indenture trustee will select the debt securities to be redeemed using a method it considers fair and appropriate, provided that any debt securities issued as global securities will be selected for redemption in accordance with the policies and procedures of the depository. After the redemption date, holders of redeemed debt securities will have no rights with respect to the debt securities except the right to receive the redemption price and any unpaid interest to the redemption date. (See Sections 1103 and 1106.)

Consolidation, Merger, Conveyance, Transfer or Lease

NiSource shall not consolidate with or merge into any other person or convey, transfer or lease substantially all of its assets or properties to any person unless:

- that person is organized under the laws of the United States or any state thereof;
- that person assumes NiSource's obligations under the Indentures;
- after giving effect to the transaction, NiSource is not in default under the Indentures; and
- NiSource delivers to the indenture trustee an officer's certificate and an opinion of counsel to the effect that the transaction complies with the Indentures.

(See Section 801.)

Limitation on Liens

As long as any debt securities remain outstanding, neither NiSource nor any subsidiary of NiSource, other than a utility, may issue, assume or guarantee any debt for money borrowed secured by any mortgage, security interest, pledge, lien or other encumbrance on any property owned by NiSource or that subsidiary, except intercompany indebtedness, without also securing the debt securities (together with any other indebtedness of or guaranteed by NiSource or such subsidiary ranking equally with such debt securities) equally and ratably with (or prior to) the new debt, unless the total amount of all of the secured debt would not exceed 10% of the consolidated net tangible assets of NiSource and its subsidiaries (other than utilities).

The lien limitations do not apply to NiSource's and any subsidiary's ability to do the following:

- create mortgages on any property and on certain improvements and accessions on such property acquired, constructed or improved after the date of the applicable Indenture;
- assume existing mortgages on any property or indebtedness of an entity which is merged with or into, or consolidated with NiSource or any subsidiary;

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- assume existing mortgages on any property or indebtedness of an entity existing at the time it becomes a subsidiary;
- create mortgages to secure debt of a subsidiary to NiSource or to another subsidiary (other than a utility);
- create mortgages in favor of governmental entities to secure payment under a contract or statute or mortgages to secure the financing of constructing or improving property, including mortgages for pollution control or industrial revenue bonds;
- create mortgages to secure debt of NiSource or its subsidiaries maturing within 12 months and created in the ordinary course of business;
- create mortgages to secure the cost of exploration, drilling or development of natural gas, oil or other mineral property;
- continue mortgages existing on the date of the applicable Indenture; and
- create mortgages to extend, renew or replace indebtedness secured by any mortgage referred to above provided that the principal amount of indebtedness and the property securing the indebtedness shall not exceed the amount secured by the mortgage being extended, renewed or replaced.

(See Section 1008.)

Events of Default

The Indentures provide, with respect to any outstanding series of debt securities, that any of the following events constitutes an “Event of Default”:

- NiSource defaults in the payment of any interest upon any debt security of that series that becomes due and payable and the default continues for 60 days;
- NiSource defaults in the payment of principal of or any premium on any debt security of that series when due at its maturity, on redemption, by declaration or otherwise and the default continues for three business days;
- NiSource defaults in the deposit of any sinking fund payment when due and the default continues for three business days;
- NiSource defaults in the performance of or breaches any covenant or warranty in the applicable Indenture for 90 days after written notice to NiSource from the indenture trustee or to NiSource and the indenture trustee from the holders of at least 33% of the outstanding debt securities of that series;
- NiSource defaults under any bond, debenture, note or other evidence of indebtedness for money borrowed by it or defaults under any mortgage, indenture or instrument under which there may be issued, secured or evidenced indebtedness for money borrowed constituting a failure to pay in excess of \$50,000,000 of the principal or interest when due and payable, and, in the event such indebtedness has become due as the result of an acceleration, such acceleration is not rescinded or annulled or such indebtedness is not paid within 60 days after written notice to NiSource from the indenture trustee or to NiSource and the indenture trustee from the holders of at least 33% of the outstanding debt securities of that series; or
- certain events of bankruptcy, insolvency or reorganization of NiSource.

(See Section 501.)

If an Event of Default occurs with respect to debt securities of a particular series, the indenture trustee or the holders of 33% in principal amount of the outstanding debt securities of that series may declare the debt securities of that series due and payable immediately. (See Section 502.)

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The holders of a majority in principal amount of the outstanding debt securities of a particular series will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the indenture trustee under the applicable Indenture, or exercising any trust or power conferred on the indenture trustee with respect to the debt securities of that series. The indenture trustee may refuse to follow directions that are in conflict with law or the applicable Indenture, that expose the indenture trustee to personal liability or that are unduly prejudicial to other holders. The indenture trustee may take any other action it deems proper that is not inconsistent with those directions. (See Section 512.)

The holders of a majority in principal amount of the outstanding debt securities of any series may waive any past default under the applicable Indenture and its consequences, except a default:

- in respect of a payment of principal of, or premium, if any, or interest on any debt security; or
- in respect of a covenant or provision that cannot be modified or amended without the consent of the holder of each affected debt security.

(See Section 513.)

At any time after the holders of the debt securities of a series declare that the debt securities of that series are due and immediately payable, holders of a majority in principal amount of the outstanding debt securities of that series may rescind and cancel the declaration and its consequences: (1) before the indenture trustee has obtained a judgment or decree for money, (2) if all events of default (other than the non-payment of principal which has become due solely by reason of the declaration) have been waived or cured, and (3) if NiSource has paid or deposited with the indenture trustee an amount sufficient to pay:

- all overdue interest on the debt securities of that series;
- the principal of, and premium, if any, or interest on any debt securities of that series which are due other than by reason of the declaration;
- interest on overdue interest (if lawful); and
- sums paid or advanced by and amounts due to the indenture trustee under the applicable Indenture.

(See Section 502.)

Modification of Indentures

NiSource and the indenture trustee may modify or amend one or both of the Indentures, without the consent of the holders of any debt securities, for any of the following purposes:

- to evidence the succession of another person as obligor under the Indenture;
- to add to NiSource's covenants or to surrender any right or power conferred on NiSource under the Indenture;
- to add events of default;
- to add or change any provisions of the Indenture to provide that bearer securities may be registrable as to principal, to change or eliminate any restrictions on the payment of principal or premium on registered securities or of principal or premium or any interest on bearer securities, to permit registered securities to be exchanged for bearer securities or to permit the issuance of securities in uncertificated form (so long as the modification or amendment does not adversely affect the interest of the holders of debt securities of any series in any material respect);
- to change or eliminate any provisions of the Indenture (so long as there are no outstanding debt securities entitled to the benefit of the provision);
- to secure the debt securities;

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- to establish the form or terms of debt securities of any series;
- to evidence or provide for the acceptance or appointment by a successor indenture trustee or facilitate the administration of the trust under the Indenture by more than one indenture trustee;
- to cure any ambiguity, defect or inconsistency in the Indenture (so long as the cure or modification does not adversely affect the interest of the holders of debt securities of any series in any material respect); or
- to conform the Indenture to any amendment of the Trust Indenture Act.

(See Section 901.)

Each Indenture provides that we and the indenture trustee may amend the Indenture or the debt securities with the consent of the holders of a majority in principal amount of the then outstanding debt securities of each series affected by the amendment voting as one class. However, without the consent of each holder of any outstanding debt securities affected, an amendment or modification may not, among other things:

- change the stated maturity of the principal or interest on any debt security;
- reduce the principal amount of, rate of interest on, or premium payable upon the redemption of any debt security;
- change the method of calculating the rate of interest on any debt security;
- change any obligation of NiSource to pay additional amounts in respect of any debt security;
- reduce the principal amount of a discount security that would be payable upon acceleration of its maturity;
- change the place or currency of payment of principal of, or any premium or interest on, any debt security;
- impair a holder's right to institute suit for the enforcement of any payment after the stated maturity or after any redemption date or repayment date;
- reduce the percentage in principal amount of outstanding debt securities, the consent of whose holders is necessary to modify or amend the Indenture or to consent to any waiver under the Indenture;
- change any obligation of NiSource to maintain an office or agency in each place of payment or to maintain an office or agency outside the United States; and
- modify these requirements or reduce the percentage in principal amount of outstanding debt securities, the consent of whose holders is necessary to waive any past default of certain covenants.

(See Section 902.)

Satisfaction and Discharge

Under the Indentures, NiSource can terminate its obligations with respect to debt securities of all series not previously delivered to the indenture trustee for cancellation when those debt securities:

- have become due and payable;
- will become due and payable at their stated maturity within one year; or
- are to be called for redemption within one year under arrangements satisfactory to the indenture trustee for giving notice of redemption.

NiSource may terminate its obligations with respect to the debt securities of that series by depositing with the indenture trustee, as trust funds dedicated solely for that purpose, an amount sufficient to pay and discharge the entire indebtedness on the debt securities of that series. In that case, the applicable Indenture will cease to be

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of further effect and NiSource's obligations will be satisfied and discharged with respect to that series (except as to NiSource's obligations to pay all other amounts due under the applicable Indenture and to provide certain officers' certificates and opinions of counsel to the indenture trustee). At the expense of NiSource, the indenture trustee will execute proper instruments acknowledging the satisfaction and discharge.

(See Section 401.)

Governing Law

Each of the Indentures is, and the related senior debt securities and subordinated debt securities will be, governed by the internal laws of the State of New York.

Information Concerning the Indenture Trustee

Prior to default, the indenture trustee will perform only those duties specifically set forth in the Indentures. After default, the indenture trustee will exercise the same degree of care as a prudent individual would exercise in the conduct of his or her own affairs. The indenture trustee is under no obligation to exercise any of the powers vested in it by the Indentures at the request of any holder of debt securities unless the holder offers the indenture trustee reasonable indemnity against the costs, expenses and liability that the indenture trustee might incur in exercising those powers. The indenture trustee is not required to expend or risk its own funds or otherwise incur personal financial liability in the performance of its duties if it reasonably believes that it may not receive repayment or adequate indemnity. (See Section 601.)

Because The Bank of New York Mellon is the trustee under the Senior Indenture and the Subordinated Indenture, it may be required to resign as trustee under one of those Indentures if there is an event of default under an Indenture.

We may appoint an alternative trustee for any series of debt securities. The appointment of an alternative trustee would be described in the applicable prospectus supplement.

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DESCRIPTION OF WARRANTS

NiSource may issue warrants to purchase equity or debt securities. NiSource may issue warrants independently or together with any offered securities. The warrants may be attached to or separate from those offered securities. NiSource will issue the warrants under warrant agreements to be entered into between NiSource and a bank or trust company, as warrant agent, all as described in the applicable prospectus supplement. The warrant agent will act solely as agent in connection with the warrants and will not assume any obligation or relationship of agency or trust for or with any holders or beneficial owners of warrants.

The prospectus supplement relating to any warrants that we may offer will contain the specific terms of the warrants. These terms may include the following:

- the title of the warrants;
- the designation, amount and terms of the securities for which the warrants are exercisable;
- the designation and terms of the other securities, if any, with which the warrants are to be issued and the number of warrants issued with each other security;
- the price or prices at which the warrants will be issued;
- the aggregate number of warrants;
- any provisions for adjustment of the number or amount of securities receivable upon exercise of the warrants or the exercise price of the warrants;
- the price or prices at which the securities purchasable upon exercise of the warrants may be purchased;
- if applicable, the date on and after which the warrants and the securities purchasable upon exercise of the warrants will be separately transferable;
- if applicable, a discussion of the material U.S. federal income tax considerations applicable to the exercise of the warrants;
- any other terms of the warrants, including terms, procedures and limitations relating to the exchange and exercise of the warrants;
- the date on which the right to exercise the warrants will commence, and the date on which the right will expire;
- the maximum or minimum number of warrants that may be exercised at any time; and
- information with respect to book-entry procedures, if any.

Exercise of Warrants

Each warrant will entitle the holder of warrants to purchase for cash the amount of equity or debt securities at the exercise price stated or determinable in the prospectus supplement for the warrants. Warrants may be exercised at any time up to the close of business on the expiration date shown in the applicable prospectus supplement, unless otherwise specified in such prospectus supplement. After the close of business on the expiration date, unexercised warrants will become void. Warrants may be exercised as described in the applicable prospectus supplement. When the warrant holder makes the payment and properly completes and signs the warrant certificate at the corporate trust office of the warrant agent or any other office indicated in the prospectus supplement, NiSource will, as soon as possible, forward the equity or debt securities that the warrant holder has purchased. If the warrant holder exercises the warrant for less than all of the warrants represented by the warrant certificate, NiSource will issue a new warrant certificate for the remaining warrants.

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DESCRIPTION OF STOCK PURCHASE CONTRACTS AND STOCK PURCHASE UNITS

NiSource may issue stock purchase contracts, including contracts obligating holders to purchase from NiSource, and for NiSource to sell to the holders, a specified number of shares of common stock at a future date or dates. The price per share of common stock and the number of shares of common stock may be fixed at the time the stock purchase contracts are issued or may be determined by reference to a specific formula stated in the stock purchase contracts.

The stock purchase contracts may be issued separately or as part of units that we call “stock purchase units.” Stock purchase units consist of a stock purchase contract and either NiSource’s debt securities or U.S. treasury securities securing the holders’ obligations to purchase the common stock under the stock purchase contracts.

The stock purchase contracts may require us to make periodic payments to the holders of the stock purchase units or vice versa, and these payments may be unsecured or prefunded on some basis. The stock purchase contracts may require holders to secure their obligations in a specified manner.

The applicable prospectus supplement will describe the terms of the stock purchase contracts or stock purchase units. The description in the prospectus supplement will only be a summary, and you should read the stock purchase contracts, and, if applicable, collateral or depositary arrangements, relating to the stock purchase contracts or stock purchase units. Material U.S. federal income tax considerations applicable to the stock purchase units and the stock purchase contracts will also be discussed in the applicable prospectus supplement.

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BOOK-ENTRY ISSUANCE

Unless otherwise specified in the applicable prospectus supplement, NiSource will issue any debt securities offered under this prospectus as “global securities.” In addition, NiSource may issue other securities offered under this prospectus as global securities. We will describe the specific terms for issuing any security as a global security in the prospectus supplement relating to that security.

Unless otherwise specified in the applicable prospectus supplement, The Depository Trust Company, or DTC, will act as the depository for any global securities. NiSource will issue global securities as fully registered securities registered in the name of DTC’s nominee, Cede & Co. NiSource will issue one or more fully registered global securities for each issue of securities, each in the aggregate principal, stated amount or number of shares of such issue, and will deposit the global securities with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered under the provisions of Section 17A of the Securities Exchange Act. DTC holds and provides asset servicing for over 3.5 million U.S. and non-U.S. equity issues, corporate and municipal debt issues and money market instruments that DTC’s participants deposit with DTC. DTC also facilitates the post-trade settlement among its direct participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between its direct participants’ accounts. This eliminates the need for physical movement of securities certificates. DTC’s direct participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation. The Depository Trust & Clearing Corporation is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. The Depository Trust & Clearing Corporation is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a DTC participant, either directly or indirectly. The DTC rules applicable to its participants are on file with the SEC.

Purchases of securities under DTC’s system must be made by or through a direct participant, which will receive a credit for such securities on DTC’s records. The ownership interest of each actual purchaser of each security, the beneficial owner, is in turn to be recorded on the records of direct and indirect participants. Beneficial owners will not receive written confirmation from DTC of their purchases, but they should receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the participants through which they entered into the transactions. Transfers of ownership interests in the securities are to be accomplished by entries made on the books of participants acting on behalf of beneficial owners. Beneficial owners will not receive certificates representing their ownership interests in securities, except in the event that use of the book-entry system for the securities is discontinued.

To facilitate subsequent transfers, all global securities that are deposited with, or on behalf of, DTC are registered in the name of DTC’s nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of global securities with, or on behalf of, DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any changes in beneficial ownership. DTC has no knowledge of the actual beneficial owners of the securities; DTC’s records reflect only the identity of the direct participants to whose accounts such securities are credited, which may or may not be the beneficial owners. The participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to direct participants, by direct participants to indirect participants and by direct and indirect participants to beneficial owners will be governed by

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arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices will be sent to DTC. If less than all of the securities of like type, tenor and terms are being redeemed, DTC's practice is to determine by lot the amount of the interest of each direct participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the global securities unless authorized by a direct participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an omnibus proxy to NiSource as soon as possible after the applicable record date. The omnibus proxy assigns Cede & Co.'s consenting or voting rights to those direct participants to whose accounts the securities are credited on the applicable record date (identified in a listing attached to the omnibus proxy).

Redemption proceeds, principal payments and any premium, interest or other payments on the global securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit direct participants' accounts upon DTC's receipt of funds and corresponding detail information on the payable date in accordance with their respective holdings shown on DTC's records. Payments by participants to beneficial owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers registered in "street name," and will be the responsibility of the participant and not of DTC, NiSource or the indenture trustee, subject to any statutory or regulatory requirements. Payment of redemption proceeds, principal and any premium, interest or other payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of NiSource and the applicable paying agent, disbursement of payments to direct participants will be the responsibility of DTC, and disbursement of payments to the beneficial owners will be the responsibility of direct and indirect participants.

Except as provided in the applicable prospectus supplement, a beneficial owner will not be entitled to receive physical delivery of a security. Accordingly, each beneficial owner must rely on the procedures of DTC to exercise any rights with respect to such beneficial owner's interest in a global security. The laws of some jurisdictions require that certain purchasers of securities take physical delivery of securities in definitive form. Such laws may impair the ability to transfer beneficial interests in the global securities.

DTC may discontinue providing its services as securities depository with respect to the global securities at any time by giving reasonable notice to NiSource or, with respect to a debt security, the indenture trustee. Under such circumstances, in the event that a successor securities depository is not obtained, certificates for the securities are required to be printed and delivered to the holders of record.

NiSource may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). NiSource understands, however, that under current industry practices, DTC would notify its participants of NiSource's decision, but will only withdraw beneficial interests from the global securities at the request of each participant. In that event, certificates for the securities will be printed and delivered to the applicable participants.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that we believe to be reliable, but we take no responsibility for the accuracy of this information. We have no responsibility for the performance by DTC or its participants of their respective obligations as described herein or under the rules and procedures governing their respective operations.

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PLAN OF DISTRIBUTION

We may sell the securities to or through underwriters, through dealers or agents, directly to you or through a combination of these methods. The prospectus supplement with respect to any offering of securities will describe the specific terms of the securities being offered, including:

- the name or names of any underwriters, dealers or agents;
- the purchase price of the securities and the proceeds to NiSource from the sale;
- any underwriting discounts and commissions or agency fees and other items constituting underwriters' or agents' compensation;
- any initial public offering price;
- any discounts or concessions allowed or reallocated or paid to dealers; and
- any securities exchange on which the offered securities may be listed.

Through Underwriters. If we use underwriters in the sale of the securities, the underwriters will acquire the offered securities for their own account. We will execute an underwriting agreement with an underwriter or underwriters once an agreement for sale of the securities is reached. The underwriters may resell the offered securities in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices determined at the time of sale. The underwriters may sell the offered securities directly or through underwriting syndicates represented by managing underwriters. Unless otherwise stated in the prospectus supplement relating to offered securities, the obligations of the underwriters to purchase those offered securities will be subject to certain conditions, and the underwriters will be obligated to purchase all of those offered securities if they purchase any of them.

Through Dealers. If we use a dealer to sell the securities, we will sell the offered securities to the dealer as principal. The dealer may then resell those offered securities at varying prices determined at the time of resale. Any initial public offering price and any discounts or concessions allowed or reallocated or paid to dealers may be changed from time to time.

Through Agents. If we use agents in the sale of securities, we may designate one or more agents to sell offered securities.

Directly to Purchasers. We may sell the offered securities directly to one or more purchasers. In this case, no underwriters, dealers or agents would be involved. We will describe the terms of our direct sales in our prospectus supplement.

General Information. A prospectus supplement will state the name of any underwriter, dealer or agent and the amount of any compensation, underwriting discounts or concessions paid, allowed or reallocated to them. A prospectus supplement will also state the proceeds to us from the sale of offered securities, any initial public offering price and other terms of the offering of those offered securities.

Our agents, underwriters and dealers, or their affiliates, may be customers of, engage in transactions with or perform services for us in the ordinary course of business.

We may authorize agents, underwriters or dealers to solicit offers by certain institutions to purchase offered securities from us at the public offering price and on terms described in the related prospectus supplement pursuant to delayed delivery or forward contracts providing for payment and delivery on a specified date in the future. If we use delayed delivery contracts, we will disclose that we are using them in our prospectus

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supplement and will tell you when we will demand payment and delivery of the securities. The delayed delivery contracts will be subject only to the conditions we set forth in our prospectus supplement.

We may enter into agreements to indemnify agents, underwriters and dealers against certain civil liabilities, including liabilities under the Securities Act of 1933.

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LEGAL OPINIONS

Sidley Austin LLP, Chicago, Illinois, will pass upon certain legal matters relating to the validity of the securities offered by this prospectus for us. The opinions with respect to the securities may be subject to assumptions regarding future action to be taken by us and the trustee, if applicable, in connection with the issuance and sale of the securities, the specific terms of the securities and other matters that may affect the validity of securities but that cannot be ascertained on the date of those opinions.

EXPERTS

The consolidated financial statements, and the related financial statement schedule, incorporated in this prospectus supplement by reference from the NiSource Inc. Annual Report on Form 10-K, and the effectiveness of NiSource Inc. and subsidiaries' internal control over financial reporting have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports, which are incorporated herein by reference. Such consolidated financial statements and financial statement schedule have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

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Up to \$750,000,000



NiSource Inc.

Common Stock

Prospectus Supplement

Barclays

J.P. Morgan

KeyBanc Capital Markets

Mizuho Securities

Morgan Stanley

Wells Fargo Securities

February 22, 2021

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Filed pursuant to Rule 424(b)(5)
Registration No. 333-234422

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Maximum Aggregate Offering Price (1)	Amount of Registration Fee (2)(3)(4)
Equity Units		
Stock Purchase Contracts		
Common Stock (3)		
Preferred Stock	\$1,725,000,000	\$188,198

- (1) Represents an aggregate offering price of \$862,500,000 for the Equity Units offered hereby and an aggregate offering price of \$862,500,000 for the common stock for which consideration will be received upon settlement of the purchase contracts.
- (2) Calculated in accordance with 457(i), 457(o) and 457(r) under the Securities Act of 1933, as amended.
- (3) Includes 35,190,000 shares of common stock issuable upon settlement of the 8,625,000 Equity Units offered hereby at the initial maximum settlement rate of 4.0800 shares of common stock per Equity Unit and 35,189,742 shares of common stock issuable upon conversion of 8,625,000 shares of convertible preferred stock at the initial maximum conversion rate of 40.7997 shares of common stock per share of convertible preferred stock. Under Rule 457(i), there is no additional filing fee payable with respect to the shares of common stock issuable upon conversion of the convertible preferred stock because no additional consideration will be received in connection with the exercise of the conversion privilege. The maximum settlement rate for the Equity Units may also be adjusted in certain circumstances, but no additional consideration will be payable in such events for such indeterminate number of additional shares because no additional consideration will be received by the Company in such circumstances. Under Rule 416, the number of shares of common stock whose offer and sale are registered hereby includes an indeterminate number of additional shares of common stock that may be issued upon settlement of the Equity Units or conversion of the convertible preferred stock as a result of stock splits, stock dividends and similar transactions.
- (4) This "Calculation of Registration Fee" table shall be deemed to update the "Calculation of Registration Fee" table in the Company's Registration Statement on Form S-3 (File No. 333-234422) in accordance with Rules 456(b), 457(i), 457(o) and 457(r) under the Securities Act of 1933, as amended.

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PROSPECTUS SUPPLEMENT

(To Prospectus Dated November 1, 2019)


NiSource Inc.
7,500,000 Equity Units
(Initially Consisting of 7,500,000 Corporate Units)

NiSource Inc. is offering 7,500,000 Series A Equity Units (“Equity Units”). Each Equity Unit will have a stated amount of \$100 and initially will be in the form of a “Series A Corporate Unit” (the “Corporate Units”) consisting of a purchase contract issued by us and, initially, a 1/10th, or 10%, undivided beneficial ownership in one share of Series C Mandatory Convertible Preferred Stock, par value \$0.01 per share, with a liquidation preference of \$1,000 per share, issued by us (“mandatory convertible preferred stock”).

- The purchase contract will obligate you to purchase from us, on December 1, 2023, for a price of \$100, a number of newly-issued shares of our common stock equal to the settlement rate, which will not exceed 4.0800 shares (subject to anti-dilution adjustments), as described in this prospectus supplement. We will pay you quarterly contract adjustment payments at the rate of 7.75% per year on the stated amount of \$100 per Equity Unit, subject to our right to defer contract adjustment payments as described herein.
- The mandatory convertible preferred stock will initially not bear any dividends and the liquidation preference of the mandatory convertible preferred stock will not accrete. The mandatory convertible preferred stock will be remarketed as described in this prospectus supplement. Following a successful remarketing of the mandatory convertible preferred stock, dividends may become payable on the mandatory convertible preferred stock at a dividend rate to be determined in connection with such successful remarketing, in which case the mandatory convertible preferred stock will bear dividends at such rate and become payable when, as and if declared by our board of directors, on March 1, 2024 (or, in certain circumstances, on each of December 1, 2023 and March 1, 2024).
- In connection with any successful remarketing of the mandatory convertible preferred stock, (a) dividends may become payable on the mandatory convertible preferred stock and/or (b) if the closing price of our common stock on the pricing date for a successful remarketing is less than or equal to the initial price (which will initially be approximately equal to the closing price of our common stock on the date this offering of Equity Units is priced, and will be subject to adjustment as described in this prospectus supplement), the minimum conversion rate of the mandatory convertible preferred stock will be increased to an amount equal to \$1,000, *divided by* 117.5% of the closing price of our common stock on the pricing date for such successful remarketing (rounded to the nearest ten-thousandth of a share) (but in no event to be greater than the maximum conversion rate), each as described under “Description of the Mandatory Convertible Preferred Stock—Terms of Remarketed Preferred Stock.”
- Any contract adjustment payments on the purchase contracts or any dividends on the mandatory convertible preferred stock (which will only accrue after a successful remarketing in connection with which dividends become payable on the mandatory convertible preferred stock) will be paid in cash, shares of our common stock, or a combination thereof, at our election, subject to certain limitations described in this prospectus supplement.
- Each share of the mandatory convertible preferred stock will automatically convert on the second business day immediately following the last trading day (as defined herein) of the mandatory averaging period (as defined herein) into between 34.7231 and 40.7997 shares of our common stock (respectively, the “minimum conversion rate” and “maximum conversion rate”), each subject to anti-dilution adjustments as described herein. The number of shares of our common stock issuable on conversion of the mandatory convertible preferred stock will be determined based on the average of the daily VWAPs (as defined herein) per share of our common stock over the 40 consecutive trading day period (the “mandatory averaging period”) commencing on, and including, the 41st scheduled trading day immediately preceding March 1, 2024.
- However, if no successful remarketing of the mandatory convertible preferred stock has occurred on or prior to the last day of the final remarketing period (as described more fully herein, a “Remarketing Failure”), no shares of our common stock will be delivered upon automatic conversion of the mandatory convertible preferred stock that remains outstanding following December 1, 2023 and each such share of mandatory convertible preferred stock will be automatically transferred to us on or around March 1, 2024 without any payment of cash or shares of our common stock thereon.
- Holders of separate shares of mandatory convertible preferred stock that are not a part of Corporate Units may convert their shares at their option prior to December 1, 2023 only upon the occurrence of a fundamental change. On and after December 1, 2023, unless a Remarketing Failure has occurred, holders of shares of mandatory convertible preferred stock may convert their shares at the minimum conversion rate, all as described in this prospectus supplement.
- You can create “Treasury Units” from Corporate Units by substituting Treasury securities for your mandatory convertible preferred stock comprising a part of the Corporate Units, and you can recreate Corporate Units by

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substituting your mandatory convertible preferred stock for the Treasury securities comprising a part of the Treasury Units, in each case, subject to certain conditions described in this prospectus supplement.

- Your mandatory convertible preferred stock (or after a successful optional remarketing, the applicable ownership interest in a Treasury portfolio), Treasury securities or, in certain circumstances described herein, cash, as the case may be, that are components of Equity Units will be pledged to us to secure your obligation under the related purchase contracts.
- If there is a successful optional remarketing of the mandatory convertible preferred stock as described in this prospectus supplement, and you hold Corporate Units, your applicable ownership interest in the Treasury portfolio purchased with the proceeds from the remarketing will be used to satisfy your payment obligations under the purchase contract, and any remaining proceeds will be promptly remitted to you after the settlement date of the optional remarketing. If there is a successful final remarketing, as described in this prospectus supplement, and you hold Corporate Units, (i) a portion of the proceeds from the remarketing equal to \$1,000 *multiplied by* the aggregate number of shares of mandatory convertible preferred stock underlying Corporate Units that were remarketed will automatically be applied to satisfy in full your obligations to purchase our common stock under the related purchase contracts on the purchase contract settlement date, and any remaining proceeds will be promptly remitted to you after the settlement date of the final remarketing, and (ii) proceeds from the remarketing attributable to holders of separate shares of mandatory convertible preferred stock who have elected to participate in the remarketing will be remitted by the remarketing agent for the benefit of such holders on the settlement date of the final remarketing.

Our common stock is listed and traded on the New York Stock Exchange under the symbol “NI.” The reported last sale price of our common stock on the New York Stock Exchange on April 13, 2021 was \$24.51 per share. We intend to apply for listing of the Corporate Units on the New York Stock Exchange and expect trading to commence within 30 days of the date of initial issuance of the Corporate Units under the symbol “NIMC,” but there is no guarantee that such listing will be approved. Prior to this offering, there has been no public market for the Corporate Units.

Investing in the Equity Units involves certain risks. See “[Risk Factors](#)” beginning on page S-32 of this prospectus supplement, and “[Risk Factors](#)” beginning on page 11 of our Annual Report on Form 10-K for the year ended [December 31, 2020](#).

Neither the Securities and Exchange Commission (the “SEC”) nor any state securities commission has approved or disapproved of these securities or determined if this prospectus supplement or the accompanying base prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

	Per Corporate Unit	Total
Initial public offering price	\$ 100	\$ 750,000,000
Underwriting discounts and commissions	\$ 2.616	\$ 19,620,000
Proceeds, before expenses, to NiSource Inc.	\$ 97.384	\$ 730,380,000

The public offering price set forth above does not include accrued contract adjustment payments, if any. Contract adjustment payments on the purchase contracts will accrue for purchasers in this offering from April 19, 2021.

The underwriters may purchase up to an additional 1,125,000 Corporate Units at the public offering price less the underwriting discounts and commissions within a 13-day period beginning on, and including, the issue date of the Equity Units in order to cover over-allotments, if any.

The underwriters expect to deliver the Corporate Units in book-entry form only through the facilities of The Depository Trust Company on or about April 19, 2021, which is three business days following the initial trade date of the Corporate Units (such settlement cycle being herein referred to as “T+3”). You should note that the trading of the Corporate Units on the date of pricing or the next succeeding business day may be affected by the T+3 settlement. See “Underwriting.”

Joint Book-Running Managers

Goldman Sachs & Co. LLC

J.P. Morgan

Wells Fargo Securities

Senior Co-Manager

Barclays

Co-Managers

BofA Securities

Citigroup

Credit Suisse

MUFG

The date of this prospectus supplement is April 13, 2021.

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ABOUT THIS PROSPECTUS SUPPLEMENT

This document is in two parts. The first part, the prospectus supplement, describes the specific terms of the offering and certain other matters relating to NiSource Inc. The second part, the accompanying prospectus, gives more general information, some of which may not apply to this offering. To the extent there is a conflict between the information contained or incorporated by reference in this prospectus supplement (or any related free writing prospectus issued by us), on the one hand, and the information contained or incorporated by reference in the accompanying prospectus, the information contained or incorporated by reference in this prospectus supplement (or any related free writing prospectus issued by us) shall control.

The registration statement of which this prospectus supplement and the accompanying prospectus forms a part, including the exhibits to the registration statement, provides additional information about us and our Equity Units offered under this prospectus supplement and the accompanying prospectus. Specifically, we have filed and incorporated by reference certain legal documents that control the terms of our Equity Units offered by this prospectus supplement and the accompanying prospectus as exhibits to the registration statement. We will file or incorporate by reference certain other legal documents that will control the terms of our Equity Units offered by this prospectus supplement and the accompanying prospectus as exhibits to the registration statement or to reports we file with the Securities and Exchange Commission (the “SEC”) that are incorporated by reference into this prospectus supplement and the accompanying prospectus.

This prospectus supplement, the accompanying prospectus and certain of the documents incorporated by reference herein and therein contain, and any related free writing prospectus issued by us may contain, summaries of information contained in documents that we have filed or will file as exhibits to our SEC filings. Such summaries do not purport to be complete and are subject to, and qualified in their entirety by reference to, the actual documents filed with the SEC.

You should read this entire prospectus supplement and the accompanying prospectus, including the documents incorporated by reference in this prospectus supplement under “Incorporation By Reference” and in the accompanying prospectus under “Where You Can Find More Information.”

You should rely only on the information contained in this prospectus supplement, the accompanying prospectus, any related free-writing prospectus issued by us and the documents incorporated by reference in this prospectus supplement and the accompanying prospectus. We have not, and the underwriters have not, authorized anyone to provide you with information that is different. If anyone provides you with different or inconsistent information, you should not rely on it. This prospectus supplement and the accompanying prospectus may only be used where it is legal to sell the Equity Units offered hereby. The information in this prospectus supplement, the accompanying prospectus and the documents incorporated by reference herein and therein is only accurate as of the date of the respective documents in which the information appears. Our business, financial condition, results of operations and prospects may have changed since those dates, and neither the delivery of this prospectus supplement and the accompanying prospectus nor any sale hereunder shall, under any circumstances, create any implication to the contrary.

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INCORPORATION BY REFERENCE

The SEC allows us to “incorporate by reference” information into this prospectus supplement and the accompanying prospectus. This means that we can disclose important information to you by referring you to another document that NiSource has filed separately with the SEC. The information incorporated by reference is considered to be part of this prospectus supplement and the accompanying prospectus. Information that NiSource files with the SEC after the date of this prospectus supplement will automatically modify and supersede the information included or incorporated by reference in this prospectus supplement and the accompanying prospectus to the extent that the subsequently filed information modifies or supersedes the existing information. We incorporate by reference:

- our Annual Report on [Form 10-K](#) for the year ended December 31, 2020;
- our Current Reports on Form 8-K filed on [February 17, 2021](#) and [February 22, 2021](#);
- the description of our common stock contained in our [definitive joint proxy statement/prospectus](#) dated April 24, 2000;
- any future filings we make with the SEC under Section 13(a), 13(c), 14, or 15(d) of the Securities Exchange Act of 1934, as amended, after the date of this prospectus supplement and before we sell all of the securities offered by the prospectus.

You may request a copy of any of these filings at no cost by writing to or calling us at the following address and telephone number: Corporate Secretary, NiSource Inc., 801 East 86th Avenue, Merrillville, Indiana 46410, telephone: (877) 647-5990.

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SUMMARY

This summary highlights certain information appearing elsewhere in this prospectus supplement. This summary is not complete and does not contain all of the information that you should consider before purchasing our Equity Units. We urge you to read carefully the entire prospectus supplement, the accompanying prospectus and the documents incorporated by reference in this prospectus supplement and the accompanying prospectus, including the historical financial statements and notes to those financial statements included or incorporated by reference in this prospectus supplement and the accompanying prospectus. You should read carefully the “Risk Factors” section on page S-32 of this prospectus supplement and the “Risk Factors” and “Note Regarding Forward-Looking Statements” sections in our Annual Report on Form 10-K for the year ended December 31, 2020, which is incorporated by reference herein, for more information about important risks that you should consider before investing in our Equity Units. Unless the context requires otherwise, references in this prospectus supplement to “NiSource” refer to NiSource Inc. and “we,” “us” or “our” refer collectively to NiSource and its subsidiaries.

NISOURCE INC.

Overview. NiSource is an energy holding company whose subsidiaries are fully regulated natural gas and electric utility companies serving approximately 3.7 million customers in six states. Our principal subsidiaries include NiSource Gas Distribution Group, Inc., a natural gas distribution company, and Northern Indiana Public Service Company LLC, or NIPSCO, a gas and electric company. NiSource derives substantially all of its revenues and earnings from the operating results of these rate-regulated businesses. Our primary business segments are:

- Gas Distribution Operations; and
- Electric Operations.

Business Strategy. We focus our business strategy on providing safe and reliable service through our core, rate-regulated asset-based utilities, which generate substantially all of our operating income. Our utilities continue to move forward on core safety, infrastructure and environmental investment programs supported by complementary regulatory and customer initiatives across all six states in which we operate. Our goal is to develop strategies that benefit all stakeholders as we (i) address changing customer conservation patterns, (ii) align our price structures with our cost structure, and (iii) embark on long-term investment programs. These strategies focus on improving safety and reliability, enhancing customer service, lowering customer bills and reducing emissions while generating sustainable returns.

Gas Distribution Operations. Our natural gas distribution operations serve approximately 3.2 million customers in six states and operate approximately 53,700 miles of distribution main pipeline plus the associated individual customer service lines and 1,700 miles of transmission main pipeline located in our service areas. Throughout our service areas we also have gate stations and other operations support facilities. Through our wholly-owned subsidiary NiSource Gas Distribution Group, Inc., we own five distribution subsidiaries that provide natural gas to approximately 2.4 million residential, commercial and industrial customers in Ohio, Pennsylvania, Virginia, Kentucky and Maryland. We also distribute natural gas to approximately 848,000 customers in northern Indiana through our wholly-owned subsidiary NIPSCO.

Electric Operations. We generate, transmit and distribute electricity through our subsidiary NIPSCO to approximately 479,000 customers in 20 counties in the northern part of Indiana and engage in wholesale and transmission transactions. NIPSCO owns and operates two coal-fired electric generating stations. The two operating facilities have a generating capacity of 2,080 megawatts. NIPSCO completed the retirement of two

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coal-burning units at its Bailly Generating Station on May 31, 2018. NIPSCO also owns and operates Sugar Creek, a combined cycle gas turbine plant with a generating capacity of 571 megawatts, two gas-fired generating units located at NIPSCO's coal-fired electric generating stations with a generating capacity of 155 megawatts and two hydroelectric generating plants with a generating capacity of 10 megawatts. These facilities provide for a total system operating generating capacity of 2,816 megawatts. NIPSCO's transmission system, with voltages from 69,000 to 765,000 volts, consists of 3,009 circuit miles. NIPSCO is interconnected with eight neighboring electric utilities. During the year ended December 31, 2020, NIPSCO generated 68.8% and purchased 31.2% of its electric requirements.

Our executive offices are located at 801 East 86th Avenue, Merrillville, Indiana 46410, telephone: (877) 647-5990.

Recent Developments

Preliminary Estimates of Earnings per Share

Set forth below is a preliminary estimate of our net income available to common shareholders (also referred to as earnings per share) as of March 31, 2021. The following estimates are not a comprehensive statement of our financial condition or results for the period ended March 31, 2021. We advise you that our actual results for the three months ended March 31, 2021 may differ materially from these estimates, which are given only as of the date of this prospectus supplement, as a result of the completion of our financial closing procedures, final adjustments and other developments, which may arise between now and the time that our financial results for the three months ended March 31, 2021 are finalized. This information is inherently uncertain.

As of the date of this prospectus supplement, we estimate that our net income available to common shareholders (also referred to as earnings per share) as of March 31, 2021 was between \$0.70 and \$0.74.

The preliminary financial estimates provided herein have been prepared by, and are the responsibility of, management. Neither Deloitte & Touche LLP, our independent registered public accounting firm, nor any other independent accountants have audited, reviewed, compiled, or performed any procedures with respect to the accompanying preliminary financial data.

Accordingly, Deloitte & Touche LLP does not express an opinion or any form of assurance with respect thereto and assumes no responsibility for, and disclaims any association with, this information.

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As a result of this offering we expect to have satisfied all of our anticipated discrete equity needs through 2024 (except for issuances under our existing programmatic ATM program) and eliminates the need for the discrete (block) equity issuance we originally planned for calendar years 2022 or 2023. Concurrently, we expect to have a renewable capital expenditure requirement of approximately \$2.0 billion. Accordingly, we have adapted our financing strategy for 2021-2024:

(\$ millions)	2021E	2022E	2023E	2024E
Planned Annual Safety & Modernization Investments				
Equity			<i>Reduced to \$0 - \$150</i>	
ATM (At-the-Market)	\$200 - \$300	\$200 - \$300	\$200 - \$300	
ESPP/401K/Other	\$30 - \$50 Annually			
Long-Term Debt				
Incremental Long-Term Debt		\$500 - \$700 Annually		
Planned Renewable Generation Investments: (Targeting 60% Equity)				
Equity		<i>No Longer Planned</i>		
Common Equity Block		\$500 - \$1,000 Total		
Long-Term Debt				
Incremental Long-Term Debt		~\$800 Total		
Other Financing		<i>Satisfied</i>		
Convertible	\$600 - \$1,000 Total			

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THE OFFERING

Issuer	NiSource Inc., a Delaware corporation
Securities Offered	7,500,000 Equity Units (or 8,625,000 Equity Units if the underwriters exercise their over-allotment option in full), each with a stated amount of \$100, and consisting of Corporate Units, Treasury Units or Cash Settled Units (“Cash Settled Units”) as described below. The Equity Units offered will initially consist of Corporate Units.
The Corporate Units	<p>Each Corporate Unit consists of a purchase contract and, initially, a 1/10th, or 10%, undivided beneficial ownership interest in one share of mandatory convertible preferred stock (the “mandatory convertible preferred stock”). The shares of mandatory convertible preferred stock that are components of your Corporate Units will be owned by you but initially will be pledged to us through the collateral agent to secure your obligations under the related purchase contract. They will be released from that pledge arrangement (1) following a successful remarketing as described under “Remarketing the Mandatory Convertible Preferred Stock” below, (2) following the creation of Treasury Units as described under “Creating Treasury Units and Recreating Corporate Units” below, (3) following the creation of Cash Settled Units as described under “Cash Settled Units” below, (4) following the early settlement of the purchase contracts as described under “Early Settlement of the Purchase Contracts at Your Option” below or (5) following certain events of our bankruptcy, insolvency or reorganization, potentially after a bankruptcy related delay as described under “Description of the Purchase Contracts—Termination.”</p> <p> Holders of Corporate Units will be entitled to receive, quarterly in arrears on March 1, June 1, September 1 and December 1 of each year, commencing on June 1, 2021, distributions consisting of contract adjustment payments on the purchase contracts payable by us, subject to our right to defer contract adjustment payments as described below.</p> <p>All such distributions by us may be payable in cash, shares of our common stock, or a combination of cash and shares of our common stock, at our election, as described below.</p> <p>The mandatory convertible preferred stock initially will not bear any dividends and the liquidation preference of the mandatory convertible preferred stock will not accrete. Following a successful remarketing of the mandatory convertible preferred stock, dividends may become payable on the mandatory convertible preferred stock at a dividend rate to be determined in connection with such successful remarketing, in which case the mandatory convertible preferred stock will bear dividends at such rate and become payable when, as and if declared by our board of directors, on March 1, 2024 (or, at our election in consultation with the remarketing agent in connection with a successful optional remarketing as described below, on each of December 1, 2023 and March 1, 2024).</p> <p>All such dividends may be payable in cash, shares of our common stock, or a combination of cash and shares of our common stock, at our election, as described below, as described in this prospectus supplement.</p>

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The Purchase Contracts

Settlement Rate

Each purchase contract that is a component of an Equity Unit obligates you to purchase, and obligates us to sell, on December 1, 2023, which we refer to as the “purchase contract settlement date,” for \$100, a number of newly-issued shares of our common stock, which we call the “settlement rate.” The settlement rate, which will not exceed 4.0800 shares (the “maximum settlement rate”), will be determined over a 40 consecutive trading day period beginning on and including the 41st scheduled trading day immediately preceding the purchase contract settlement date (such 40 consecutive trading day period, the “market value averaging period”) and will be calculated by us as follows:

- if the applicable market value of our common stock is less than or equal to \$24.51, which we refer to as the “reference price,” the settlement rate will be the maximum settlement rate; and
- if the applicable market value of our common stock is greater than the reference price, the settlement rate will be a number of shares of our common stock equal to \$100 *divided by* the applicable market value.

The reference price initially equals the closing price of our common stock on The New York Stock Exchange on the pricing date for this offering.

The “applicable market value” of our common stock means the average of the daily VWAPs of our common stock during the market value averaging period.

The “daily VWAP” of our common stock means, for each relevant trading day, the per share volume weighted average price as displayed under the heading “Bloomberg VWAP” on Bloomberg page “NI <EQUITY> AQR” (or its equivalent successor if such page is not available) in respect of the period from the scheduled open of trading on the relevant trading day until the scheduled close of trading on the relevant trading day (or if such VWAP is unavailable, the market price of one share of our common stock on such trading day determined, using a volume-weighted average method, by a nationally recognized independent investment banking firm retained for this purpose by us).

A “trading day” means (a) a day (i) on which The New York Stock Exchange, or, if our common stock is not then listed on The New York Stock Exchange, the principal exchange or quotation system on which our common stock is listed or admitted for trading, is scheduled to be open for business and (ii) on which there has not occurred or does not exist a market disruption event, as defined in “Description of the Purchase Contracts—Purchase of Common Stock,” or (b) if our common stock is not so listed or admitted for trading, a “trading day” means a business day.

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Contract Adjustment Payments

The settlement rate is subject to adjustment under certain circumstances if you elect to settle your purchase contract early, as described under “Early Settlement of the Purchase Contracts at Your Option” below. In addition, the maximum settlement rate and reference price are subject to adjustment for certain dilutive events as described in this prospectus supplement.

Under the purchase contracts, we will be obligated to pay quarterly contract adjustment payments at the rate of 7.75% per year on the stated amount of \$100 per Equity Unit. Contract adjustment payments will accrue from the date of original issuance of the Corporate Units and will be payable quarterly in arrears on March 1, June 1, September 1 and December 1 of each year, commencing on June 1, 2021.

Upon proper notice from us to the depositary and holders of Equity Units, we may elect to pay contract adjustment payments on the purchase contracts in cash, shares of our common stock, or a combination of cash and shares of our common stock. If we elect to make any contract adjustment payment, or any portion thereof, in shares of our common stock, such shares shall be valued for such purpose at the average of the daily VWAPs per share of our common stock over the five consecutive trading day period ending on the second trading day immediately preceding the applicable payment date (the “five-day average price”), *multiplied by 97%*.

We have the right to defer the payment of contract adjustment payments until no later than the purchase contract settlement date; *provided* that upon a fundamental change early settlement or any other early settlement of any purchase contract, each as described in this prospectus supplement, we will pay deferred contract adjustment payments (including compounded contract adjustment payments thereon) on such purchase contract to, but excluding, the fundamental change early settlement date or to, but excluding, the quarterly payment date immediately preceding such other early settlement date, as applicable. Any deferred contract adjustment payments will accrue additional contract adjustment payments at the rate of 7.75% per year until paid, compounded quarterly, to, but excluding, the payment date.

If we exercise our option to defer the payment of contract adjustment payments, then until the deferred contract adjustment payments have been paid, we will not (1) declare or pay any dividends on, or make any distributions on, or redeem, purchase or acquire, or make a liquidation payment with respect to, any shares of our capital stock (including the mandatory convertible preferred stock), (2) make any payment of principal of, or interest or premium, if any, on, or repay, repurchase or redeem any of our debt securities that rank on parity with, or junior to, the contract adjustment payments, or (3) make any guarantee payments under any guarantee by us of securities of any of our subsidiaries if our guarantee ranks on parity with, or junior to, the contract adjustment payments, subject to the exceptions set forth under “Description of the Purchase Contracts—Contract Adjustment Payments.”

Upon our bankruptcy, insolvency or reorganization, holders of our Equity Units will have no claims against us or our estate for any accrued and unpaid (including any deferred) contract adjustment payments.

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Treasury Units

A Treasury Unit is a unit created from a Corporate Unit and consists of a purchase contract and a 1/10th undivided beneficial ownership interest in a zero-coupon U.S. Treasury security with a principal amount of \$1,000 that matures on or prior to December 1, 2023 (e.g., CUSIP No. 9128206B8), which we refer to as a “Treasury security.”

The ownership interest in the Treasury security that is a component of a Treasury Unit will be owned by you, but will be pledged to us through the collateral agent to secure your obligations under the related purchase contract.

Holders of Treasury Units will be entitled to receive quarterly contract adjustment payments payable by us as described above, subject to our right to defer contract adjustment payments. If dividends become payable on the mandatory convertible preferred stock in connection with a successful remarketing, the holders of Treasury Units or Cash Settled Units that continue to hold the shares of mandatory convertible preferred stock that were released to them when such Treasury Units or Cash Settled Units were created, will receive, when, as and if declared by our board of directors, a dividend payment on their separate shares of mandatory convertible preferred stock on March 1, 2024 (or, at our election in consultation with the remarketing agent in connection with a successful optional remarketing as described below, on each of December 1, 2023 and March 1, 2024) if they continue to hold such shares.

**Creating Treasury Units and
Recreating Corporate Units**

Subject to certain exceptions described in this prospectus supplement, each holder of Corporate Units will have the right, at any time other than during a blackout period (as defined below), to substitute for the related mandatory convertible preferred stock held by the collateral agent Treasury securities in an aggregate principal amount at maturity equal to \$1,000 *multiplied by* the number of shares of the mandatory convertible preferred stock for which substitution is being made. Because the mandatory convertible preferred stock is issued with a liquidation preference of \$1,000 per share, holders of Corporate Units may make this substitution only in integral multiples of 10 Corporate Units. This substitution will create Treasury Units, and the related shares of mandatory convertible preferred stock will be released to the holder and be tradable separately from the Treasury Units. After a successful remarketing, holders of Corporate Units may not create Treasury Units.

In addition, subject to certain exceptions described in this prospectus supplement, each holder of Treasury Units will have the right, at any time other than during a blackout period, to substitute for the related Treasury securities held by the collateral agent a number of shares of mandatory convertible preferred stock with a per share \$1,000 liquidation preference equal to the aggregate principal amount at maturity of the Treasury securities with respect to which substitution is being made *divided by* \$1,000. Because the mandatory convertible preferred stock is issued with a liquidation preference of \$1,000 per share, holders of Treasury Units may make this substitution only in integral multiples of 10 Treasury Units. This substitution will recreate Corporate Units, and the collateral agent will release from the pledge the related Treasury securities. After a successful remarketing, holders of Treasury Units may not recreate Corporate Units.

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“Blackout period” means (i) if we elect to conduct an optional remarketing, the period from 4:00 p.m., New York City time, on the second business day immediately preceding the first day of any optional remarketing period until the settlement date of such remarketing or the date we announce that no successful optional remarketing has occurred during the optional remarketing period, (ii) following any successful remarketing (unless a condition precedent set forth in the remarketing agreement is not fulfilled prior to the scheduled settlement date for such remarketing), (iii) the period from 4:00 p.m., New York City time, on the second business day immediately preceding the first day of the final remarketing period until 9:00 a.m., New York City time, on the business day immediately succeeding the last day of the final remarketing period, and (iv) the period from and after 4:00 p.m., New York City time, on the second business day immediately prior to the purchase contract settlement date.

Cash Settled Units

Subject to certain exceptions described in this prospectus supplement, each holder of Corporate Units will have the right, during a period specified in this prospectus supplement preceding the first day of the final remarketing period, to substitute for the related convertible preferred stock held by the collateral agent cash in an amount equal to \$1,000 *multiplied by* the number of shares of the mandatory convertible preferred stock for which substitution is being made. Because the mandatory convertible preferred stock is issued with a liquidation preference of \$1,000 per share, holders of Corporate Units may make this substitution only in integral multiples of 10 Corporate Units. This substitution will create Cash Settled Units, and the share(s) of mandatory convertible preferred stock will be released to the holder and be tradable separately from the Corporate Units.

A holder of Treasury Units may not create Cash Settled Units, and a holder of Cash Settled Units may not create Treasury Units. Subject to certain exceptions described in this prospectus supplement, if no successful remarketing occurs during the final remarketing period, each holder of Cash Settled Units will have the right, at any time from and after 9:00 a.m., New York City time, on the business day immediately succeeding the last day of the final remarketing period, until 4:00 p.m., New York City time, on the second business day immediately prior to the purchase contract settlement date, to substitute for the related cash held by the collateral agent a number of shares of mandatory convertible preferred stock with a liquidation preference equal to the aggregate amount of cash with respect to which substitution is being made. Because the mandatory convertible preferred stock is issued with a liquidation preference of \$1,000 per share, holders of Cash Settled Units may make this substitution only in integral multiples of 10 Cash Settled Units. This substitution will recreate Corporate Units, and the collateral agent will release from the pledge the related cash and substitute the mandatory convertible preferred stock. After a successful remarketing, holders of Cash Settled Units may not recreate Corporate Units.

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**Early Settlement of the Purchase
Contracts at Your Option**

You can elect to settle a purchase contract for cash at any time prior to 4:00 p.m., New York City time, on the scheduled trading day immediately preceding the first day of the market value averaging period, other than during a blackout period, subject to certain exceptions and conditions described under “Description of the Purchase Contracts—Early Settlement” in this prospectus supplement. Upon early settlement of any purchase contracts, except following a fundamental change as described below, we will deliver a number of newly-issued shares of our common stock determined over a forty consecutive trading day period beginning on the trading day immediately following the day you exercise this right, which we refer to as the “early settlement averaging period.” The number of shares of our common stock we will deliver will equal 85% of the number of shares of our common stock that would be deliverable for each purchase contract as described in “—Settlement Rate” above as if the applicable market value were the average of the daily VWAPs of our common stock during the early settlement averaging period.

In addition, upon the occurrence of a “fundamental change” as defined in “Description of the Purchase Contracts—Early Settlement Upon a Fundamental Change,” you will have the right, subject to certain exceptions and conditions described in this prospectus supplement, to settle your purchase contracts early at the settlement rate determined as described above under “Settlement Rate” (and not at a reduced rate as described in the immediately preceding paragraph), but over a market value averaging period as described in this prospectus supplement, *plus* an additional make-whole amount of shares determined as described in this prospectus supplement. See “Description of the Purchase Contracts—Early Settlement Upon a Fundamental Change.”

Holders of Corporate Units and Treasury Units may settle early or exercise the fundamental change early settlement right, as applicable, only in integral multiples of 10 Corporate Units or 10 Treasury Units, as applicable.

**Satisfying Your Payment
Obligations under the Purchase
Contracts**

As a holder of Corporate Units, Treasury Units or Cash Settled Units, you may satisfy your obligation to pay the aggregate purchase price for our common stock under the purchase contracts as follows:

- through the automatic application of the proceeds of a successful remarketing of the mandatory convertible preferred stock during a final remarketing period, in the case of Corporate Units, in the manner described in this prospectus supplement;
- through the automatic application of the proceeds of the Treasury securities, in the case of a Treasury Unit, the cash held by the collateral agent, in the case of a Cash Settled Unit, or the proceeds from the Treasury portfolio if it has replaced the mandatory convertible preferred stock underlying the Corporate Units in a successful optional remarketing;
- through early settlement of your purchase contracts in the manner described in this prospectus supplement; or

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- through the automatic delivery to us, by the collateral agent, of your mandatory convertible preferred stock pledged to us held as part of Corporate Units as described below if no successful remarketing has occurred prior to the purchase contract settlement date and none of the above events has taken place.

Termination

The purchase contracts and our rights and obligations and the rights and obligations of the holders of the Corporate Units, Treasury Units and Cash Settled Units under the purchase contracts will terminate without any further action upon certain events of bankruptcy, insolvency or reorganization involving us (and not, for the avoidance of doubt, a bankruptcy, insolvency or reorganization involving only our subsidiaries), which we refer to as “termination events.”

The Mandatory Convertible Preferred Stock

No Dividends

The mandatory convertible preferred stock will initially not bear any dividends and the liquidation preference of the mandatory convertible preferred stock will not accrete.

Dividends Following a Successful Remarketing

In connection with a successful remarketing of the mandatory convertible preferred stock, dividends may become payable on the mandatory convertible preferred stock. Following a successful remarketing of the mandatory convertible preferred stock, dividends may become payable on the \$1,000 liquidation preference per share of the mandatory convertible preferred stock, when, as and if declared by our board of directors out of funds legally available for the payment of dividends, at a dividend rate to be determined in connection with such successful remarketing, on March 1, 2024 (or, at our election in consultation with the remarketing agent in connection with a successful optional remarketing, on each of December 1, 2023 and March 1, 2024).

We may elect to pay dividends on the mandatory convertible preferred stock in cash, shares of our common stock, or a combination of cash and shares of our common stock. If our board of directors, or an authorized committee thereof, elects to make any such payment of a declared dividend, or any portion thereof, in shares of our common stock, such shares shall be valued for such purpose at the applicable five-day average price, *multiplied by 97%*.

Cumulative dividends, if any, on the mandatory convertible preferred stock will only be paid when, as and if declared by our board of directors. Dividends, if any, on the mandatory convertible preferred stock will accumulate from the applicable remarketing settlement date, and will accumulate even if any of our agreements prohibit the current payment of dividends, we do not have earnings or funds legally available to pay such dividends or we do not declare the payment of dividends. Any accumulated and unpaid dividends will accrue additional dividends at the applicable dividend rate until paid, compounded quarterly, to, but excluding, the payment date. We may declare and pay accumulated and unpaid dividends (including compounded dividends thereon) on a payment date in cash, shares of our common stock, or a combination thereof, as described above.

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So long as any share of the mandatory convertible preferred stock remains outstanding, unless all accumulated and unpaid dividends (including compounded dividends thereon), if any, for all preceding dividend periods have been declared and paid, or a sufficient sum or number of shares of common stock has been set apart for the payment of such dividends upon, all outstanding shares of mandatory convertible preferred stock, we will not: (i) declare and pay dividends on any capital stock ranking, as to dividends, on parity with or junior to the mandatory convertible preferred stock; (ii) redeem, purchase or otherwise acquire for any consideration, or make any other distribution of cash or other property, directly or indirectly, on or with respect to, any capital stock ranking, as to dividends or upon liquidation, on parity with or junior to the mandatory convertible preferred stock; or (iii) make any contract adjustment payments or any payment under any agreement similar to that of the purchase contract and pledge agreement, subject to certain exceptions. See “Description of the Mandatory Convertible Preferred Stock —Dividends.”

Mandatory Conversion Date

The second business day immediately following the last trading day of the mandatory averaging period (as defined herein). The mandatory conversion date is expected to be March 1, 2024.

Ranking

The mandatory convertible preferred stock will rank, with respect to dividend rights and rights upon our liquidation, winding-up or dissolution:

- senior to (i) our common stock and (ii) any other class or series of our capital stock established after the first original issue date of shares of the mandatory convertible preferred stock, the terms of which do not expressly provide that such class or series ranks on parity with the mandatory convertible preferred stock or senior to the mandatory convertible preferred stock as to dividend rights or distribution rights upon our liquidation, winding-up or dissolution, as the case may be;
- on parity with (i) our Series A Preferred Stock, our Series B Preferred Stock and our Series B-1 Preferred Stock and (ii) any other class or series of our capital stock established after the first original issue date of shares of the mandatory convertible preferred stock, the terms of which expressly provide that such class or series will rank on parity with the mandatory convertible preferred stock as to dividend rights or distribution rights upon our liquidation, winding-up or dissolution, as the case may be;
- junior to any other class or series of our capital stock established after the first original issue date of shares of the mandatory convertible preferred stock the terms of which expressly provide that such class or series will rank senior to the mandatory convertible preferred stock as to dividend rights or distribution rights upon our liquidation, winding-up or dissolution, as the case may be; and
- junior to our existing and future indebtedness and other liabilities (including trade payables).

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In the case of our liquidation, dissolution or winding up, holders of the mandatory convertible preferred stock will not have the right to receive any payment or distribution unless all of our liabilities are first paid in full and the priority of any senior stock is satisfied. It is possible a bankruptcy court may not respect the priority of the mandatory convertible preferred stock. See “Risk Factors—Risk Factors Relating to the Mandatory Convertible Preferred Stock—It is possible that a bankruptcy court may rank any claims under the mandatory convertible preferred stock equally with or below the claims of holders of common stock and that you may receive no recovery on your claims.”

We currently have no capital stock outstanding that is senior to the mandatory convertible preferred stock. We currently have 420,000 shares of outstanding preferred stock that is on parity with the mandatory convertible preferred stock, consisting of 400,000 shares of Series A Preferred Stock representing \$400 million of aggregate liquidation preference (not taking into account any accumulated and unpaid dividends) and 20,000 shares of Series B Preferred Stock representing \$500 million of aggregate liquidation preference (not taking into account accumulated and unpaid dividends). We own all of the equity interest of our subsidiaries. As of March 31, 2021, we had approximately \$9,572 million principal amount of outstanding indebtedness on an unconsolidated basis, all of which is senior in right of payment to the mandatory convertible preferred stock. In addition, the mandatory convertible preferred stock will be structurally subordinated to all debt, preferred stock and other liabilities of our subsidiaries, which means that creditors and any preferred stockholders of our subsidiaries will be paid from the assets of such subsidiaries before holders of the mandatory convertible preferred stock would have any claims to those assets. As of March 31, 2021, our subsidiaries had approximately \$279.5 million principal amount of outstanding indebtedness.

Liquidation Preference

If we liquidate, dissolve or wind up, holders of shares of the mandatory convertible preferred stock will have the right to receive \$1,000 per share of the mandatory convertible preferred stock, *plus* accumulated and unpaid dividends, if any (whether or not authorized or declared) up to, but excluding, the date of payment, before any payment is made to holders of our common stock and any other class or series of capital stock ranking junior to the mandatory convertible preferred stock as to liquidation rights, but subject to the prior payment in full of all of our liabilities and the preferences of any senior stock. It is possible a bankruptcy court may not respect the priority of the mandatory convertible preferred stock. See “Risk Factors—Risk Factors Relating to the Mandatory Convertible Preferred Stock—It is possible that a bankruptcy court may rank any claims under the mandatory convertible preferred stock equally with or below the claims of holders of common stock and that you may receive no recovery on your claims.”

Limited Voting Rights

Holders of shares of the mandatory convertible preferred stock will have no voting rights with respect to the mandatory convertible preferred stock, except with respect to certain amendments to the terms of the mandatory convertible preferred stock, in certain other limited circumstances and except as specifically required or recommended by applicable Delaware law, the NYSE listing rules or by our amended and restated certificate of incorporation. Holders will have no right to vote for any members of our board of directors, except as required or recommended by Delaware law or the NYSE listing rules. See “Description of the Mandatory Convertible Preferred Stock—Limited Voting Rights.”

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Remarketing Failure	<p>As more fully described under “—Mandatory Conversion” and “—Remarketing the Mandatory Convertible Preferred Stock” below, if a successful remarketing of the mandatory convertible preferred stock has not occurred on or prior to the last day of the final remarketing period (as described more fully herein, a “Remarketing Failure”), with respect to any shares of mandatory convertible preferred stock that remain outstanding following the purchase contract settlement date, you will not receive any shares of our common stock upon automatic conversion of any such shares of mandatory convertible preferred stock on the mandatory conversion date.</p>	
Mandatory Conversion	<p>Unless a Remarketing Failure has occurred, upon conversion on the mandatory conversion date, each outstanding share of the mandatory convertible preferred stock, unless previously converted, will automatically convert into a number of shares of our common stock equal to not more than 40.7997 shares of our common stock, or the “maximum conversion rate”, and not less than 34.7231 shares of our common stock, or the “minimum conversion rate”, depending on the mandatory settlement value of our common stock, as described below, and subject to certain anti-dilution adjustments. If a Remarketing Failure has previously occurred, with respect to any shares of mandatory convertible preferred stock that remain outstanding following the purchase contract settlement date, no shares of our common stock will be delivered upon automatic conversion of such shares and each such share of mandatory convertible preferred stock will be automatically transferred to us on the mandatory conversion date without any payment of cash or shares of our common stock thereon.</p>	
	<p>The “mandatory settlement value” of our common stock means the average of the daily VWAPs of our common stock during the mandatory averaging period. The “mandatory averaging period” means the 40 consecutive trading day period commencing on, and including, the 41st scheduled trading day immediately preceding March 1, 2024. Unless a Remarketing Failure has occurred, the conversion rate will be calculated by us as described under “Description of the Mandatory Convertible Preferred Stock —Mandatory Conversion,” and, in such case, the following table illustrates the conversion rate per share of the mandatory convertible preferred stock, subject to certain anti-dilution adjustments.</p>	
	<p>Assumed mandatory settlement value of our common stock</p>	<p>Conversion rate (number of shares of our common stock issuable upon conversion of each share of the mandatory convertible preferred stock)</p>
	<p>Greater than the threshold appreciation price Equal to or less than the threshold appreciation price but greater than or equal to the initial price</p>	<p>34.7231 shares of common stock Between 34.7231 and 40.7997 shares of common stock, determined by dividing \$1,000 by the mandatory settlement value</p>
	<p>Less than the initial price</p>	<p>40.7997 shares of common stock</p>

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The “initial price” is calculated by dividing \$1,000 by the maximum conversion rate of 40.7997 shares of common stock, and initially is approximately equal to the closing price of our common stock on The New York Stock Exchange on the pricing date for this offering.

The “threshold appreciation price” is calculated by dividing \$1,000 by the minimum conversion rate of 34.7231 shares of common stock, and initially is approximately equal to \$28.7993, which represents an approximately 17.5% appreciation over the reference price. If dividends become payable on the mandatory convertible preferred stock in connection with a successful remarketing and we declare a dividend for the dividend period ending on, but excluding, March 1, 2024, we will pay such dividend to the holders of record as of the immediately preceding regular record date. If dividends become payable in connection with a successful remarketing and on or prior to March 1, 2024 we have not declared all or any portion of the accumulated and unpaid dividends on the mandatory convertible preferred stock, the conversion rate will be adjusted so that holders receive an additional number of shares of our common stock equal to (i) the amount of such accumulated and unpaid dividends that have not been declared (such amount, the “mandatory conversion additional conversion amount”), *divided by (ii) the greater of (A) \$8.58, which amount represents approximately 35% of the initial price (subject to adjustment in a manner inversely proportional to any anti-dilution adjustment to each conversion rate) (the “floor price”) and (B) 97% of the applicable five-day average price (calculated using March 1, 2024 as the applicable dividend date). To the extent that the mandatory conversion additional conversion amount exceeds the product of the number of additional shares and 97% of the applicable five-day average price, we will, if we are able to do so under applicable Delaware law, declare and pay such excess amount in cash pro rata to the holders of the mandatory convertible preferred stock. To the extent that we are not able to pay such excess amount in cash under applicable Delaware law, we will not have any obligation to pay such amount in cash or deliver additional shares of our common stock in respect of such amount.*

In connection with a successful remarketing of the mandatory convertible preferred stock, the minimum conversion rate of the mandatory convertible preferred stock may be increased as described below under “—Terms of Remarketed Mandatory Convertible Preferred Stock.”

Early Conversions

Holders of Corporate Units do not have the right to convert their ownership interests in the mandatory convertible preferred stock that are a part of such Corporate Units. Only shares of mandatory convertible preferred stock that are not a part of Corporate Units may be converted. Holders of such separate shares of mandatory convertible preferred stock that are not a part of Corporate Units may convert their shares at their option prior to December 1, 2023 only upon the occurrence of a fundamental change.

In order for a holder of Corporate Units to separate their mandatory convertible preferred stock from the purchase contracts to convert the mandatory convertible preferred stock following a fundamental change, the holder must either (1) create Treasury Units or (2) settle the related purchase contracts early with separate cash, as described under “Description of the Purchase Contracts—Early Settlement Upon a Fundamental Change” below.

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Conversion at the Option of the Holder Upon a Fundamental Change

If a fundamental change occurs, unless a Remarketing Failure has occurred, holders of the mandatory convertible preferred stock will have the right, prior to the applicable fundamental change conversion deadline (as defined under “Description of the Mandatory Convertible Preferred Stock—Conversion at the Option of the Holder upon Fundamental Change”), to convert their separate shares of mandatory convertible preferred stock, in whole or in part (but in no event less than one share of the mandatory convertible preferred stock), into shares of our common stock as described in “Description of the Mandatory Convertible Preferred Stock—Conversion at the Option of the Holder upon Fundamental Change”.

There will be no make-whole amount of shares or increase to the conversion rate for conversions of the mandatory convertible preferred stock in connection with a fundamental change, except for the limited case where the “stock price” (as defined under “Description of the Purchase Contracts—Early Settlement Upon a Fundamental Change”) for such fundamental change is less than \$24.51 per share of our common stock (subject to adjustment in certain circumstances), which initially equals the initial price of the mandatory convertible preferred stock.

Early Conversion at the Option of the Holder

Other than in connection with a fundamental change, on or after December 1, 2023 and unless there has been a Remarketing Failure, holders of shares of mandatory convertible preferred stock have the right to convert their mandatory convertible preferred stock, in whole or in part (but in no event less than one share of mandatory convertible preferred stock), at any time prior to March 1, 2024 (an “early conversion”), into shares of our common stock at the minimum conversion rate of shares of our common stock per share of mandatory convertible preferred stock.

Remarketing the Mandatory Convertible Preferred Stock

Unless a termination event has occurred, we may elect, at our option, to remarket the mandatory convertible preferred stock during a period (which we refer to as the “optional remarketing window”) beginning on and including September 1, 2023 and ending on and including November 3, 2023. Any remarketing in the optional remarketing window will occur during a fifteen-business day remarketing period (which we refer to as an “optional remarketing period”) consisting of fifteen sequential possible remarketing dates selected by us and will include the shares of mandatory convertible preferred stock underlying the Corporate Units and separate shares of mandatory convertible preferred stock whose holders have elected to participate in the remarketing as described under “Description of the Mandatory Convertible Preferred Stock—Remarketing of Shares That Are Not Included in Corporate Units.” We may attempt remarketings during multiple optional remarketing periods in the optional remarketing window so long as we give to the depositary at least 15 calendar days’ notice prior to the first day of any optional remarketing period as described below. We refer to a remarketing that occurs during an optional remarketing period as an “optional remarketing” and the date we price the mandatory convertible preferred stock offered in an optional remarketing as the “optional remarketing date.”

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If we elect to conduct an optional remarketing, we and the remarketing agent will use our reasonable best efforts to remarket and price the mandatory convertible preferred stock. For the avoidance of doubt, and without limiting the generality of the foregoing, we and our board of directors will accept the terms of a successful optional remarketing if the closing price of our common stock at the time of the remarketing is above the threshold appreciation price of the mandatory convertible preferred stock (as defined under “Description of the Mandatory Convertible Preferred Stock—Mandatory Conversion”). In order for such optional remarketing to be successful, the remarketing agent must obtain, and the optional remarketing will be considered successful if the remarketing agent is able to obtain, a price (i) for shares of mandatory convertible preferred stock that are components of Corporate Units equal to at least 100% of the aggregate Treasury portfolio purchase price (as defined in “Description of the Purchase Contracts—Optional Remarketing”) and (ii) for remarketed shares of mandatory convertible preferred stock that are not included in Corporate Units, equal to the separate convertible preferred stock purchase price (as defined in “Description of the Mandatory Convertible Preferred Stock—Remarketing of Shares That Are Not Included in Corporate Units”), which will be the same price, on a per share basis, as shares of mandatory convertible preferred stock included in Corporate Units. To obtain that price, (a) dividends may become payable on the mandatory convertible preferred stock and/or (b) if the closing price of our common stock on the pricing date for a successful remarketing is less than or equal to the initial price, the minimum conversion rate of the mandatory convertible preferred stock will be increased to an amount equal to \$1,000 *divided by* 117.5% of the closing price on such date (rounded to the nearest ten-thousandth of a share), each as described under “Description of the Mandatory Convertible Preferred Stock—Terms of Remarketed Mandatory Convertible Preferred Stock.” The dividend rate and/or increased minimum conversion rate will be a fixed dividend rate and/or minimum conversion rate (subject to adjustment in certain circumstances) determined by our board of directors, after consultation with the remarketing agent, as the rate(s) the mandatory convertible preferred stock should bear and the terms the mandatory convertible preferred stock should include in order for the net remarketing proceeds to equal at least the sum of (x) 100% of the purchase price of the Treasury portfolio and (y) the separate mandatory convertible preferred stock purchase price for shares of mandatory convertible preferred stock that are not included in Corporate Units whose holders have elected to participate in the remarketing. We will not decrease the dividend rate or the minimum conversion rate, or change the maximum conversion rate, in connection with a successful optional remarketing of the mandatory convertible preferred stock.

Notwithstanding the foregoing, in no event will the increased minimum conversion rate for the mandatory convertible preferred stock exceed the then-current maximum conversion rate of the mandatory convertible preferred stock (which is initially 40.7997 shares of common stock and is subject to adjustment as set forth under “Description of the Mandatory Convertible Preferred Stock— Anti-dilution Adjustments”).

We will request that the depositary notify its participants holding Corporate Units, Treasury Units, and separate shares of mandatory convertible preferred stock of our election to conduct an optional remarketing no later than 15 calendar days prior to the date we begin such optional remarketing.

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If the optional remarketing is successful:

- the modifications, if any, made to the terms of the mandatory convertible preferred stock in connection with the optional remarketing as described above will become effective on the settlement date for such optional remarketing;
- if dividends become payable on the mandatory convertible preferred stock, such dividends will be payable on March 1, 2024 (or, at our election in consultation with the remarketing agent, on each of December 1, 2023 and March 1, 2024) at the applicable dividend rate (as such dividend rate may be determined in connection with such remarketing) when, as and if declared by our board of directors;
- the portion of the proceeds from the remarketing attributable to shares of mandatory convertible preferred stock that were components of Corporate Units that is equal to the “Treasury portfolio purchase price,” as defined in “Description of the Purchase Contracts— Optional Remarketing,” will automatically be applied to purchase the Treasury portfolio, and any remaining proceeds will be promptly remitted to the holder after the optional remarketing settlement date; and
- the proceeds from the remarketing attributable to holders of separate shares of mandatory convertible preferred stock who elected to participate in the remarketing will be remitted by the remarketing agent to the custodial agent for distribution to such holders on the optional remarketing settlement date.

The “Treasury portfolio” is a portfolio of U.S. Treasury securities consisting of U.S. Treasury securities (or principal or interest strips thereof) that mature on or prior to the purchase contract settlement date in an aggregate amount at maturity equal to \$1,000 *multiplied by* the number of shares of the mandatory convertible preferred stock included in the Corporate Units on the optional remarketing date.

The Treasury portfolio will be substituted for the shares of mandatory convertible preferred stock that are components of the Corporate Units and such Treasury securities will be pledged to us through the collateral agent to secure the Corporate Unit holders’ obligations under the purchase contracts. When paid at maturity, an amount of the Treasury portfolio equal to \$1,000 *multiplied by* the aggregate number of substituted shares of mandatory convertible preferred stock will automatically be applied to satisfy the Corporate Unit holders’ obligations to purchase our common stock under the purchase contracts on the purchase contract settlement date. See “Description of the Purchase Contracts—Remarketing” in this prospectus supplement.

If we do not elect to conduct an optional remarketing, or no optional remarketing succeeds for any reason, the terms of the mandatory convertible preferred stock will not be modified and the shares of mandatory convertible preferred stock (other than separate shares of mandatory convertible preferred stock) will continue to be components of Corporate Units and we and the remarketing agent will use reasonable best efforts to remarket and price the mandatory convertible preferred stock during the final remarketing period as described below.

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If the mandatory convertible preferred stock has not been successfully remarketed in the optional remarketing window, a termination event has not previously occurred and you do not create a Cash Settled Unit or a Treasury Unit as described in this prospectus supplement, the mandatory convertible preferred stock that is part of your Corporate Units, together with any separate shares of mandatory convertible preferred stock that have been submitted for remarketing, will be remarketed during a five-business day remarketing period beginning on, and including, November 13, 2023, and ending on, and including, November 17, 2023 (the ninth business day immediately preceding the purchase contract settlement date). We refer to this period as the “final remarketing period,” a remarketing that occurs during this period as a “final remarketing,” and the date we price the mandatory convertible preferred stock offered in a final remarketing as the “final remarketing date.”

The remarketing agent will remarket the mandatory convertible preferred stock underlying the Corporate Units and any separate shares of mandatory convertible preferred stock whose holders have elected to participate in the remarketing, during each business day of the final remarketing period until the remarketing is successful.

We and the remarketing agent will use our reasonable best efforts to remarket and price the mandatory convertible preferred stock during the final remarketing period. For the avoidance of doubt, and without limiting the generality of the foregoing, we and our board of directors will accept the terms of a successful final remarketing if the closing price of our common stock at the time of the remarketing is above the threshold appreciation price of the mandatory convertible preferred stock. The remarketing will be considered successful if the remarketing agent is able to obtain a price that results in proceeds of at least \$1,000 *multiplied by* the aggregate number of shares of the mandatory convertible preferred stock being remarketed. To obtain that price, (a) dividends may become payable on the mandatory convertible preferred stock and/or (b) if the closing price of our common stock on the pricing date for a successful remarketing is less than or equal to the initial price, the minimum conversion rate of the mandatory convertible preferred stock will be increased to an amount equal to \$1,000 *divided by* 117.5% of the closing price on such date (rounded to the nearest ten-thousandth of a share), each as described under “Description of the Mandatory Convertible Preferred Stock—Terms of Remarketed Mandatory Convertible Preferred Stock.” The dividend rate and/or increased minimum conversion rate will be a fixed dividend rate and/or minimum conversion rate (subject to adjustment in certain circumstances) determined by our board of directors, after consultation with the remarketing agent, as the rate(s) the mandatory convertible preferred stock should bear and the terms the mandatory convertible preferred stock should include in order for the net remarketing proceeds to equal at least \$1,000 *multiplied by* the number of shares of mandatory convertible preferred stock being remarketed. We will not decrease the dividend rate or the minimum conversion rate, or change the maximum conversion rate, in connection with a successful final remarketing of the mandatory convertible preferred stock.

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Notwithstanding the foregoing, in no event will the increased minimum conversion rate for the mandatory convertible preferred stock exceed the then-current maximum conversion rate of the mandatory convertible preferred stock (which is initially 40.7997 shares of common stock and is subject to adjustment as set forth under “Description of the Mandatory Convertible Preferred Stock— Anti-dilution Adjustments”).

We will request that the depositary notify its participants holding Corporate Units, Treasury Units and separate shares of mandatory convertible preferred stock of the final remarketing as described in this prospectus supplement.

If the final remarketing is successful:

- the modifications, if any, made to the terms of the mandatory convertible preferred stock in connection with the final remarketing as described above will become effective on the settlement date for such final remarketing;
- if dividends become payable on the mandatory convertible preferred stock, such dividends will be payable on March 1, 2024 at the applicable dividend rate (as such dividend rate may be determined in connection with such remarketing) when, as and if declared by our board of directors;
- a portion of the proceeds from the remarketing equal to \$1,000 *multiplied by* the aggregate number of shares of the mandatory convertible preferred stock underlying Corporate Units that were remarketed will automatically be applied to satisfy in full the Corporate Unit holders’ obligations to purchase our common stock under the related purchase contracts on the purchase contract settlement date, and any remaining proceeds will be promptly remitted to the holder after the final remarketing settlement date; and
- the proceeds from the remarketing attributable to holders of separate shares of mandatory convertible preferred stock who elected to participate in the remarketing will be remitted by the remarketing agent to the custodial agent for distribution to such holders on the final remarketing settlement date; and

If the mandatory convertible preferred stock has not been successfully remarketed on or prior to the last day of the final remarketing period, (i) with respect to any shares of mandatory convertible preferred stock that remain outstanding following the purchase contract settlement date, no shares of our common stock will be deliverable upon automatic conversion of such shares of mandatory convertible preferred stock on the mandatory conversion date, (ii) the mandatory convertible preferred stock will continue not to bear dividends, (iii) other terms of the mandatory convertible preferred stock will not be modified, (iv) holders of Treasury Units and Cash Settled Units can recreate Corporate Units from and after 9:00 a.m., New York City time, on the business day immediately succeeding the last day of the final remarketing period, until 4:00 p.m., New York City time, on the second business day immediately prior to the purchase contract settlement

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date and (v) all shares of the mandatory convertible preferred stock held as part of Corporate Units will be automatically delivered to us on the purchase contract settlement date in full satisfaction of the Corporate Unit holders' obligations to purchase our common stock under the related purchase contracts on the purchase contract settlement date, as described under "—Automatic Settlement upon Failed Final Remarketing" below.

We refer to each optional remarketing and the final remarketing described above as a "remarketing."

During the applicable blackout period relating to a remarketing, you may not settle a purchase contract early, you may not create Treasury Units and you may not recreate Corporate Units from Treasury Units or Cash Settled Units.

**Terms of Remarketed
Mandatory Convertible
Preferred Stock**

In connection with a successful remarketing, (a) dividends may become payable on the mandatory convertible preferred stock and/or (b) if the closing price of our common stock on the pricing date for a successful remarketing is less than or equal to the initial price, the minimum conversion rate of the mandatory convertible preferred stock will be increased to an amount equal to \$1,000 *divided by* 117.5% of the closing price on such date (rounded to the nearest ten-thousandth of a share). The changes to the terms of the mandatory convertible preferred stock in connection with a successful remarketing, if any, will become effective on the settlement date of the remarketing, which will be, (i) in the case of an optional remarketing, the third business day following the optional remarketing date (or such other date as we and the remarketing agent agree upon) and (ii) in the case of a final remarketing, the third business day following the final remarketing date (or such other date as we and the remarketing agent agree upon, but in no event later than the purchase contract settlement date). The dividend rate and/or increased minimum conversion rate will be a fixed dividend rate and/or conversion rate (subject to adjustment in certain circumstances) determined by our board of directors, after consultation with the remarketing agent, as the rate(s) the mandatory convertible preferred stock should bear and the terms the mandatory convertible preferred stock should include in order for the net remarketing proceeds to equal (a) in the case of a final remarketing, at least \$1,000 *multiplied by* the number of shares of mandatory convertible preferred stock being remarketed and (b) in the case of an optional remarketing, at least the sum of (x) 100% of the purchase price of the Treasury portfolio and (y) the separate mandatory convertible preferred stock purchase price for shares of mandatory convertible preferred stock that are not included in Corporate Units whose holders have elected to participate in the remarketing. We will not decrease the minimum conversion rate or the dividend rate, or change the maximum conversion rate, in connection with a successful remarketing of the mandatory convertible preferred stock.

Notwithstanding the foregoing, in no event will the increased minimum conversion rate for the mandatory convertible preferred stock exceed the then-current maximum conversion rate of the mandatory convertible preferred stock (which is initially 40.7997 shares of common stock and is subject to adjustment as set forth under "Description of the Mandatory Convertible Preferred Stock— Anti-dilution Adjustments").

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If the mandatory convertible preferred stock is not successfully remarketed, no terms of the mandatory convertible preferred stock will be changed, except that if a Remarketing Failure occurs, the conversion rate will be fixed at zero and, with respect to any shares of mandatory convertible preferred stock that remain outstanding following the purchase contract settlement date, no shares of common stock will be deliverable upon mandatory conversion of such shares of mandatory convertible preferred stock and such shares will be automatically transferred to us on the mandatory conversion date without payment or delivery of any cash or shares of our common stock or other consideration.

**Election Not to Participate in
the Remarketing**

You may elect not to participate in any remarketing and to retain the mandatory convertible preferred stock underlying your Corporate Units by:

- creating Treasury Units or Cash Settled Units as described above; or
- settling purchase contracts early as described above.

Whether or not you participate in the remarketing, upon a successful remarketing or a Remarketing Failure, as applicable, your shares of mandatory convertible preferred stock will become subject to the modified provisions described under “Description of the Purchase Contracts—Remarketing” and “Description of the Mandatory Convertible Preferred Stock—Remarketing.”

There are risks associated with the creation of Treasury Units and Cash Settled Units or settling purchase contracts early, in particular if you continue to hold the separate shares of mandatory convertible preferred stock and a Remarketing Failure occurs. For a discussion of some of the risks related to the occurrence of a Remarketing Failure, see “Risk Factors—Risk Factors Relating to the Equity Units—If a Remarketing Failure occurs and you hold Treasury Units or Cash Settled Units and separate shares of mandatory convertible preferred stock, you must recreate Corporate Units in order to avoid losing your pledged Treasury securities or cash and being left with mandatory convertible preferred stock with little economic value”, “Risk Factors—Risk Factors Relating to the Mandatory Convertible Preferred Stock—If a Remarketing Failure occurs, the mandatory convertible preferred stock will not convert into any shares of our common stock and will be automatically transferred to us on or around March 1, 2024 without any payment of cash or shares of our common stock thereon” and “Risk Factors—Risk Factors Relating to the Equity Units—Because the Equity Units and mandatory convertible preferred stock will initially be issued in book-entry form, holders must rely on DTC’s procedures to receive communications relating to the Equity Units and mandatory convertible preferred stock and exercise their rights and remedies.”

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**Participation in a Remarketing
by Holders of Separate
Shares of Mandatory
Convertible Preferred
Stock**

Holders of shares of mandatory convertible preferred stock that are not part of the Corporate Units may elect, in the manner described in this prospectus supplement, to have their shares remarketed by the remarketing agent along with the shares included in the Corporate Units. See “Description of the Mandatory Convertible Preferred Stock—Remarketing of Shares That Are Not Included in Corporate Units.” Such holders may also participate in any remarketing by recreating Corporate Units from Treasury Units at any time other than during a blackout period, as described under “Description of the Equity Units—Creating Treasury Units by Substituting a Treasury Security for Mandatory Convertible Preferred Stock.” Whether or not you participate in the remarketing, upon a successful remarketing or a Remarketing Failure, as applicable, your shares of mandatory convertible preferred stock will become subject to the modified provisions described under “Description of the Purchase Contracts—Remarketing” and “Description of the Mandatory Convertible Preferred Stock—Remarketing.”

**Automatic Settlement upon
Failed Final
Remarketing**

If the mandatory convertible preferred stock has not been successfully remarketed on or prior to the last day of the final remarketing period, all shares of the mandatory convertible preferred stock held as part of Corporate Units will be delivered to us on the purchase contract settlement date in full satisfaction of the Corporate Unit holders’ obligations to purchase our common stock under the related purchase contracts on the purchase contract settlement date unless the holder separately cash settles the purchase contracts as described below.

The ownership interest in the mandatory convertible preferred stock underlying a Corporate Unit will be automatically delivered to us, thereby satisfying such holder’s obligations to us under the related purchase contracts in full, unless, prior to 4:00 p.m., New York City time, on the second business day immediately prior to the purchase contract settlement date, the holder provides written notice to the purchase contract agent of an intention to settle the related purchase contracts with separate cash and on or prior to the business day immediately preceding the purchase contract settlement date delivers to the securities intermediary \$1,000 in cash per 10 purchase contracts. Holders of Corporate Units may settle their purchase contracts with separate such cash only in integral multiples of 10 Corporate Units.

If a Remarketing Failure occurs, with respect to any shares of mandatory convertible preferred stock that remain outstanding following the purchase contract settlement date, no shares of our common stock will be delivered upon automatic conversion of such shares of mandatory convertible preferred stock and each such share of mandatory convertible preferred stock will be automatically transferred to us on or around March 1, 2024 without any payment of cash or shares of our common stock thereon. If you had created Treasury Units or Cash Settled Units in advance of the final

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remarketing period and a Remarketing Failure occurs, you will have from 9:00 a.m., New York City time, on the business day immediately succeeding the last day of the final remarketing period until 4:00 p.m., New York City time, on the second business day immediately prior to the purchase contract settlement date to recreate Corporate Units with separate shares of mandatory convertible preferred stock, in order for such shares to be automatically applied in satisfaction of your obligations under the related purchase contracts as described above. If you do not recreate Corporate Units during this period, your pledged Treasury securities or cash, as the case may be, will be used to satisfy your obligations under the related purchase contracts, and, if you hold shares of separate mandatory convertible preferred stock, those shares will no longer convert into common stock and will be automatically transferred to us on or around March 1, 2024 without any payment of cash or shares of common stock thereon.

Miscellaneous

Listing of the Units

We intend to apply for listing of the Corporate Units on The New York Stock Exchange and expect trading to commence within 30 days of the date of initial issuance of the Corporate Units under the symbol “NIMC,” but there is no guarantee that such listing will be approved.

United States and Federal Income and Estate Tax Consequences

For a summary of material United States federal income and estate tax consequences relating to an investment in the Equity Units, see “Material U.S. Federal Income and Estate Tax Consequences.”

Form and Book-Entry System

The Corporate Units, Treasury Units and Cash Settled Units will be issued in certificated form and registered in the name of Cede & Co., the nominee of The Depository Trust Company, and evidenced by one or more global securities held in certificated form. Except under limited circumstances, a beneficial owner will not be entitled to receive physical delivery of securities certificates.

Risk Factors

You should consider carefully all the information set forth and incorporated by reference in this prospectus supplement and the accompanying base prospectus and, in particular, you should evaluate the specific factors set forth under “Risk Factors” beginning on page S-32 of this prospectus supplement before deciding whether to invest in the Equity Units.

Use of Proceeds

The aggregate net proceeds to us from the sale of the Equity Units, after deducting the underwriting discounts but before deducting our other fees and expenses related to the offering, will be approximately \$730.4 million (or approximately \$839.9 million if the underwriters exercise their over-allotment option in full).

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We intend to use the net proceeds from this offering for renewable generation investments and general corporate purposes, including additions to working capital and repayment of existing indebtedness. This offering is consistent with meeting our near and long-term financial plan. The Equity Unit structure of this offering allows us to retain share price upside while aligning the expected proceeds with our renewable investment needs. This offering is expected to satisfy all of our anticipated discrete equity needs through 2024 (except for issuances under our existing programmatic “at-the-market offering” program) and eliminates the need for the discrete (block) equity issuance we originally planned for calendar years 2022 or 2023. See “Use of Proceeds” on page S-51.

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THE OFFERING—EXPLANATORY DIAGRAMS

The following diagrams illustrate some of the key features of the Corporate Units and Treasury Units as well as the transformation of Corporate Units into Treasury Units and separate shares of mandatory convertible preferred stock.

The following diagrams assume that the mandatory convertible preferred stock is successfully remarketed during the final remarketing period.

Corporate Units

A Corporate Unit initially consists of two components as described below:

Purchase Contract	1/10th Ownership Interest in a Share of Mandatory Convertible Preferred Stock ⁽¹⁾
<p>(Owed to Holder) Our Common Stock at Purchase Contract Settlement Date (December 1, 2023) + Contract Adjustment Payments 7.75% per annum paid quarterly⁽²⁾</p>	<p>(Owed to Holder) No dividends⁽³⁾ (following a successful remarketing, dividends may become payable)</p>
<p>(Owed to Us) \$100 for such Corporate Unit at Purchase Contract Settlement Date (December 1, 2023)</p>	<p>(Owed to Holder) Upon mandatory conversion on or around March 1, 2024, a number of shares of our common stock not more than 40.7997 shares of our common stock and not less than 34.7231 shares of our common stock, depending on the mandatory settlement value of our common stock ⁽⁴⁾⁽⁵⁾</p>

- (1) The holder of a Corporate Unit owns the 1/10th undivided beneficial ownership interest in the share of mandatory convertible preferred stock that forms a part of the Corporate Unit but will pledge it to us through the collateral agent to secure its obligation under the related purchase contract. If the Treasury portfolio has replaced the mandatory convertible preferred stock as a result of a successful optional remarketing prior to the final remarketing period, the applicable ownership interests in the Treasury portfolio will replace the interest in the mandatory convertible preferred stock as a component of the Corporate Unit. Unless the purchase contract is terminated as a result of our bankruptcy, insolvency or reorganization, the proceeds from the applicable ownership interest in the Treasury portfolio will be used to satisfy the holder's obligation under the related purchase contract.
- (2) Contract adjustment payments may be deferred as described in this prospectus supplement, and may be paid, at our election, in cash, shares of our common stock, or a combination thereof.
- (3) The mandatory convertible preferred stock will initially not bear any dividends and the liquidation preference of the mandatory convertible preferred stock will not accrete. In connection with a successful remarketing of the mandatory convertible preferred stock, dividends may become payable on the mandatory convertible preferred stock, when, as and if declared by our board of directors out of funds legally available for the payment of dividends, at a dividend rate to be determined in connection with such successful remarketing, on March 1, 2024 (or, at our election in consultation with the remarketing agent in connection with a successful optional remarketing, on each of December 1, 2023 and March 1, 2024). Any such dividends following a successful remarketing may be paid, at our election, in cash, shares of our common stock, or a combination thereof.

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- (4) The “mandatory settlement value” of our common stock means the average of the daily VWAPs of our common stock during the 40 consecutive trading day period commencing on, and including, the 41st scheduled trading day immediately preceding March 1, 2024.
- (5) If no successful remarketing of the mandatory convertible preferred stock has occurred on or prior to the last day of the final remarketing period, resulting in a Remarketing Failure, with respect to any shares of mandatory convertible preferred stock that remain outstanding following the purchase contract settlement date, no shares of our common stock will be delivered upon the automatic conversion of such shares of mandatory convertible preferred stock and each such share of mandatory convertible preferred stock will be automatically transferred to us on the mandatory conversion date without any payment of cash or shares of our common stock thereon.

Treasury Units

A Treasury Unit consists of two components as described below⁽¹⁾:

Purchase Contract	1/10th Ownership Interest in Treasury Security ⁽²⁾
(Owed to Holder) Our Common Stock at Purchase Contract Settlement Date (December 1, 2023) + Contract Adjustment Payments 7.75% per annum paid quarterly ⁽³⁾	
(Owed to Us) \$100 for such Treasury Unit at Purchase Contract Settlement Date (December 1, 2023)	(Owed to Holder) \$100 at maturity (on or prior to December 1, 2023)

- (1) Treasury Units may only be created with integral multiples of 10 Corporate Units. As a result, the creation of 10 Treasury Units will result in the release of one share of mandatory convertible preferred stock held by the collateral agent. During a blackout period (as described under “Description of the Equity Units—Creating Treasury Units by Substituting a Treasury Security for Mandatory Convertible Preferred Stock”), you may not create Treasury Units or recreate Corporate Units.
- (2) The holder of a Treasury Unit owns a 1/10th undivided beneficial ownership interest in the Treasury security that forms a part of the Treasury Unit but will pledge it to us through the collateral agent to secure its obligation under the related purchase contract. Unless the purchase contract is terminated as a result of our bankruptcy, insolvency or reorganization or the holder recreates a Corporate Unit, the proceeds from the Treasury security will be used to satisfy the holder’s obligation under the related purchase contract.
- (3) Contract adjustment payments may be deferred as described in this prospectus supplement, and may be paid, at our election, in cash, shares of our common stock, or a combination thereof.

Transforming Corporate Units into Treasury Units and Separate Shares of Mandatory Convertible Preferred Stock

Because the mandatory convertible preferred stock is issued with a liquidation preference of \$1,000 per share, holders of Corporate Units may only create Treasury Units in integral multiples of 10 Corporate Units.

- To create 10 Treasury Units, a holder separates 10 Corporate Units into their two components – 10 purchase contracts and one share of mandatory convertible preferred stock – and then combines the purchase contracts with a Treasury security having a principal amount at maturity of \$1,000 that matures on or prior to December 1, 2023.

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- The share of mandatory convertible preferred stock, which is no longer a component of a Corporate Unit, is released to the holder and is tradable as a separate security.
- A holder owns the Treasury security that forms a part of the 10 Treasury Units but will pledge it to us through the collateral agent to secure its obligation under the related purchase contract.
- The Treasury security together with the 10 purchase contracts constitutes 10 Treasury Units.
- During a blackout period (as described under “Description of the Equity Units—Creating Treasury Units by Substituting a Treasury Security for Mandatory Convertible Preferred Stock”), you may not create Treasury Units or recreate Corporate Units.
- Except during a blackout period, the holder can also transform 10 Treasury Units and one share of mandatory convertible preferred stock into 10 Corporate Units. Following that transformation, the Treasury security, which will no longer be a component of the Treasury Unit, will be released from the pledge under the purchase contract and pledge agreement and delivered to the holder and will be tradable as a separate security.

There are risks associated with the creation of Treasury Units, in particular if you continue to hold the separate shares of mandatory convertible preferred stock and a Remarketing Failure occurs. For a discussion of some of the risks related to the occurrence of a Remarketing Failure, see “Risk Factors—Risk Factors Relating to the Equity Units—If a Remarketing Failure occurs and you hold Treasury Units or Cash Settled Units and separate shares of mandatory convertible preferred stock, you must recreate Corporate Units in order to avoid losing your pledged Treasury securities or cash and being left with mandatory convertible preferred stock with little economic value”, “Risk Factors—Risk Factors Relating to the Mandatory Convertible Preferred Stock—If a Remarketing Failure occurs, the mandatory convertible preferred stock will not convert into any shares of our common stock and will be automatically transferred to us on or around March 1, 2024 without any payment of cash or shares of our common stock thereon” and “Risk Factors—Risk Factors Relating to the Equity Units—Because the Equity Units and mandatory convertible preferred stock will initially be issued in book-entry form, holders must rely on DTC’s procedures to receive communications relating to the Equity Units and mandatory convertible preferred stock and exercise their rights and remedies.”

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The following illustration depicts the transformation of 10 Corporate Units into 10 Treasury Units and one separate share of mandatory convertible preferred stock.

10 Purchase Contracts		Ownership Interest in One Share of Mandatory Convertible Preferred Stock⁽¹⁾		10 Purchase Contracts		Ownership Interest in Treasury Security		Ownership Interest in One Share of Mandatory Convertible Preferred Stock⁽¹⁾
(Owed to Holder) Our Common Stock At Purchase Contract Settlement Date + Contract Adjustment Payments 7.75% per annum paid quarterly ⁽²⁾	+	(Owed to Holder) No dividends ⁽³⁾ (following a successful remarketing, dividends may become payable)	g	(Owed to Holder) Our Common Stock at Purchase Contract Settlement Date + Contract Adjustment Payments 7.75% per annum paid quarterly ⁽²⁾	+		+	(Owed to Holder) No dividends ⁽³⁾ (following a successful remarketing, dividends may become payable)
(Owed to Us) \$1,000 at Purchase Contract Settlement Date (December 1, 2023)		(Owed to Holder) Upon mandatory conversion on or around March 1, 2024, a number of shares of our common stock not more than 40.7997 shares of our common stock and not less than 34.7231 shares of our common stock, depending on the mandatory settlement value of our common stock ⁽⁴⁾⁽⁵⁾		(Owed to Us) \$1,000 at Purchase Contract Settlement Date (December 1, 2023)		(Owed to Holder) \$1,000 at Maturity (on or prior to December 1, 2023) ⁽⁶⁾		(Owed to Holder) Upon mandatory conversion on or around March 1, 2024, a number of shares of our common stock not more than 40.7997 shares of our common stock and not less than 34.7231 shares of our common stock, depending on the mandatory settlement value of our common stock ⁽⁴⁾⁽⁵⁾
10 Corporate Units				10 Treasury Units				Separate Share of Mandatory Convertible Preferred Stock

- (1) Each holder of a Corporate Unit will own a 1/10th, or 10%, undivided beneficial ownership interest in one share of mandatory convertible preferred stock. Each share of mandatory convertible preferred stock will be issued with a liquidation preference of \$1,000 per share.
- (2) Contract adjustment payments may be deferred as described in this prospectus supplement, and may be paid, at our election, in cash, shares of our common stock, or a combination thereof.
- (3) The mandatory convertible preferred stock will initially not bear any dividends and the liquidation preference of the mandatory convertible preferred stock will not accrete. In connection with a successful remarketing of the mandatory convertible preferred stock, dividends may become payable on the mandatory

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convertible preferred stock, when, as and if declared by our board of directors out of funds legally available for the payment of dividends, at a dividend rate to be determined in connection with such successful remarketing, on March 1, 2024 (or, at our election in consultation with the remarketing agent in connection with a successful optional remarketing, on each of December 1, 2023 and March 1, 2024). Any such dividends following a successful remarketing may be paid, at our election, in cash, shares of our common stock, or a combination thereof.

- (4) The “mandatory settlement value” of our common stock means the average of the daily VWAPs of our common stock during the 40 consecutive trading day period commencing on, and including, the 41st scheduled trading day immediately preceding March 1, 2024.
- (5) If no successful remarketing of the mandatory convertible preferred stock has occurred on or prior to the last day of the final remarketing period, resulting in a Remarketing Failure, with respect to any shares of mandatory convertible preferred stock that remain outstanding following the purchase contract settlement date, no shares of our common stock will be delivered upon the automatic conversion of such shares of mandatory convertible preferred stock and each such share of mandatory convertible preferred stock will be automatically transferred to us on the mandatory conversion date without any payment of cash or shares of our common stock thereon.
- (6) The holder of a Treasury Unit owns a 1/10th undivided beneficial ownership interest the Treasury security that forms a part of the Treasury Unit.

Illustrative Remarketing Timeline

Optional Remarketing

The following timeline is for illustrative purposes only and is not definitive.

	Date	Event
T-15 calendar days		We will issue a press release and request that the depository notify its participants holding Corporate Units, Treasury Units and separate shares of mandatory convertible preferred stock of our election to conduct an optional remarketing. Such press release and notice shall include the dates of and procedures to be followed in the optional remarketing.
T-2 business days (2 business days prior to the first day of the optional remarketing period)		<ul style="list-style-type: none"> • Last day to create Treasury Units from Corporate Units and recreate Corporate Units from Treasury Units prior to the optional remarketing period (holders may once again be able to create and recreate units if the optional remarketing is not successful as of the last day of the optional remarketing period). • Last day for holders of Corporate Units or Treasury Units to settle the related purchase contract early (holders may once again be able to settle the related purchase contract early if the optional remarketing is not successful as of the last day of the optional remarketing period) and to pay the purchase price in connection therewith. • Last day for holders of separate shares of mandatory convertible preferred stock to give notice of their election to participate in the remarketing.
T		First business day of the optional remarketing period.

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Date	Event
T to T+14 business days (15 business days beginning on, and including, the first day of the optional remarketing period)	<p>Fifteen business day optional remarketing period:</p> <ul style="list-style-type: none"> • If no successful remarketing occurs as of the last day of the optional remarketing period, we will cause a notice of the unsuccessful remarketing attempt of mandatory convertible preferred stock to be published on the business day following the last day of the fifteen business days comprising the optional remarketing period. • If a successful remarketing occurs, (i) we will cause a notice of the successful remarketing to be published on the business day immediately following the date of such successful remarketing, (ii) the remarketing agent will purchase the Treasury portfolio and (iii) we will request the depository to notify its participants holding separate shares of mandatory convertible preferred stock, if any, of the modified terms established for the mandatory convertible preferred stock during the optional remarketing on the business day following the date on which the mandatory convertible preferred stock was successfully remarketed. The increased dividend rate and/or minimum conversion rate will become effective on the settlement date of the remarketing, which will be the third business day following the date on which the mandatory convertible preferred stock was successfully remarketed (or such other date as we and the remarketing agent agree upon).
T+15 (15 business days after the first day of the optional remarketing)	<p>If no successful remarketing has occurred in respect of the optional remarketing period that began on “T,” this is the first business day that we may give notice of another optional remarketing period.</p>

Final Remarketing

The following timeline is for illustrative purposes only and is not definitive. For purposes of this timeline, we have assumed that there was no successful optional remarketing. The dates in this timeline are based on the time periods set forth in the purchase contract and pledge agreement, and “T” as used below refers to the pricing date of the final remarketing. This example assumes that the mandatory convertible preferred stock has not been previously successfully remarketed.

Date	Event
October 20, 2023	<ul style="list-style-type: none"> • We will issue a press release and request that the depository notify its participants holding Corporate Units, Treasury Units and separate shares of mandatory convertible preferred stock of the dates of the final remarketing period and of the procedures to be followed in the final remarketing. • First day of the period during which holders of Corporate Units may create Cash Settled Units.

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Date	Event
November 9, 2023 (2 business days prior to the first day of the final remarketing period)	<ul style="list-style-type: none">• Last day to create Treasury Units from Corporate Units, create Cash Settled Units from Corporate Units and recreate Corporate Units from Treasury Units.• Last day for holders of Corporate Units or Treasury Units to settle the related purchase contract early and to pay the purchase price in connection therewith.• Last day for holders of separate shares of mandatory convertible preferred stock to give notice of their election to participate in the remarketing.
November 13, 2023 through November 17, 2023 (final remarketing period)	We will attempt a remarketing during the final remarketing period. We may elect to postpone the final remarketing on any day other than the last business day of the final remarketing period. If a successful remarketing of the mandatory convertible preferred stock has not occurred on or prior to the last day of the final remarketing period, we will cause a notice of the failed remarketing of the mandatory convertible preferred stock to be published before 9:00 a.m., New York City time, on the business day immediately following the last date of the final remarketing period.
T+3	<p>Settlement date for any successful remarketing of the mandatory convertible preferred stock (<i>provided</i> that we and the remarketing agent may agree upon a different settlement date that is no later than the purchase contract settlement date).</p> <ul style="list-style-type: none">• The modifications, if any, made to the terms of the mandatory convertible preferred stock in connection with the final remarketing will become effective.• Proceeds from the remarketing in excess of \$1,000 <i>multiplied by</i> the aggregate number of shares of the mandatory convertible preferred stock underlying Corporate Units that were remarketed will be promptly remitted to the holder after the final remarketing settlement date.• The proceeds from the remarketing attributable to holders of separate shares of mandatory convertible preferred stock who elected to participate in the remarketing will be remitted by the remarketing agent for the benefit of such holders on the final remarketing settlement date.
December 1, 2023	Purchase contract settlement date.

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RISK FACTORS

In considering whether to purchase the Equity Units, you should carefully consider all of the information we have included or incorporated by reference in this prospectus supplement and the accompanying prospectus. In addition, because as a holder of Equity Units sold in the offering, you will own our mandatory convertible preferred stock and enter into purchase contracts with us to acquire our common stock, you are also making an investment decision with regard to the mandatory convertible preferred stock and our common stock. You should carefully review all the information in this prospectus supplement, the accompanying prospectus and the documents incorporated by reference herein and therein about all of these securities.

In particular, you should carefully consider the risk factors described below, as well as the “Risk Factors” and “Forward-Looking Statements” sections in the accompanying prospectus and the “Risk Factors” and “Note Regarding Forward-Looking Statements” sections in our Annual Report on Form 10-K for the year ended December 31, 2020, which is incorporated by reference herein, and in any subsequent periodic reports that are incorporated by reference into this prospectus supplement and the accompanying prospectus, before deciding whether an investment in the Equity Units is suitable for you. The Equity Units are not an appropriate investment for you if you are unsophisticated with respect to the complex terms of the Equity Units or financial matters.

Risk Factors Relating to the Equity Units

If a Remarketing Failure occurs and you hold Treasury Units or Cash Settled Units and separate shares of mandatory convertible preferred stock, you must recreate Corporate Units in order to avoid losing your pledged Treasury securities or cash and being left with mandatory convertible preferred stock with little economic value.

If a successful remarketing of the mandatory convertible preferred stock has not occurred on or prior to the last day of the final remarketing period for any reason, resulting in a “Remarketing Failure,” the conversion rate for the mandatory convertible preferred stock will become fixed at zero shares of our common stock effective as of December 1, 2023 and, therefore, no shares of our common stock will be delivered upon automatic conversion of the mandatory convertible preferred stock that remains outstanding following December 1, 2023. In such case, each such share of mandatory convertible preferred stock will be automatically transferred to us on the mandatory conversion date (which is expected to be on or around March 1, 2024) without any payment of cash or shares of our common stock thereon, and the mandatory convertible preferred stock will therefore have no value except for its rights with respect to payments upon our liquidation or dissolution occurring prior to the mandatory conversion date. If you had created Treasury Units or Cash Settled Units in advance of the final remarketing period and a Remarketing Failure occurs, you will have from 9:00 a.m., New York City time, on the business day immediately succeeding the last day of the final remarketing period until 4:00 p.m., New York City time, on the second business day immediately prior to the purchase contract settlement date to recreate Corporate Units with separate shares of mandatory convertible preferred stock, in order for such shares to be automatically applied in satisfaction of your obligations under the related purchase contracts as described under “Description of the Mandatory Convertible Preferred Stock—Automatic Settlement Upon Failed Final Remarketing.” If you do not recreate Corporate Units during this period, your pledged Treasury securities or cash, as the case may be, will be used to satisfy your obligations under the related purchase contracts, and, if you hold shares of separate mandatory convertible preferred stock, those shares will no longer convert into common stock and will be automatically transferred to us on or around March 1, 2024 without any payment of cash or common stock thereon. If you do recreate Corporate Units during this period, the ownership interest in the mandatory convertible preferred stock underlying a Corporate Unit will be automatically delivered to us, thereby satisfying your obligations to us under the related purchase contracts in full.

The procedures for recreating Corporate Units are described under “Description of the Equity Units—Recreating Corporate Units from Treasury Units” and “Description of the Equity Units—Recreating Corporate Units from Cash Settled Units.” These procedures will require your prompt delivery of shares of mandatory convertible preferred stock to the collateral agent, and also compliance with applicable DTC procedures. You

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must allow for sufficient time to comply with DTC procedures in order to finalize the recreation of Corporate Units prior to 4:00 p.m., New York City time, on the second business day immediately prior to the purchase contract settlement date. See “—Because the Equity Units and mandatory convertible preferred stock will initially be issued in book-entry form, holders must rely on DTC’s procedures to receive communications relating to the Equity Units and mandatory convertible preferred stock and exercise their rights and remedies” below and “Certain Provisions of the Purchase Contract and Pledge Agreement—Book-Entry System for Corporate Units, Treasury Units and Cash Settled Units.” Holders of Treasury Units and Cash Settled Units may recreate Corporate Units only in integral multiples of 10 Treasury Units or Cash Settled Units, as the case may be.

As a result of the foregoing, there are significant risks associated with a holder of a Corporate Unit choosing to create Treasury Units or Cash Settled Units to the extent you do not monetize (or monetize adequately) your separate share of mandatory convertible preferred stock.

Only the dividend rate and the minimum conversion rate of the mandatory convertible preferred stock can be modified in a remarketing.

In connection with a successful remarketing, (a) dividends may become payable on the mandatory convertible preferred stock and/or (b) if the closing price of our common stock on the pricing date for a successful remarketing is less than or equal to the initial price (which is approximately equal to the closing price of our common stock on the pricing date of this offering), the minimum conversion rate of the mandatory convertible preferred stock will be increased to an amount equal to \$1,000 *divided by* 117.5% of the closing price of our common stock on such date (rounded to the nearest ten-thousandth of a share). However, in no event will the increased minimum conversion rate for the mandatory convertible preferred stock exceed the then-current maximum conversion rate of the mandatory convertible preferred stock (which is initially 40.7997 shares of our common stock and is subject to adjustment as set forth in this prospectus supplement). The maximum conversion rate will not be changed in connection with a successful remarketing. As a result of this limitation on the increase to the minimum conversion rate, and our inability to increase the maximum conversion rate, there is a greater risk of a failure to achieve a successful remarketing than if we could further increase the minimum conversion rate and/or increase the maximum conversion rate. If there is a Remarketing Failure, then, with respect to any shares of mandatory convertible preferred stock that remain outstanding following the purchase contract settlement date, no shares of our common stock will be delivered upon automatic conversion of such shares of mandatory convertible preferred stock and each such share of mandatory convertible preferred stock will be automatically transferred to us on or around March 1, 2024 without any payment of cash or shares of our common stock thereon.

Holders of Corporate Units must first separate their shares of mandatory convertible preferred stock from the related purchase contracts to convert their mandatory convertible preferred stock in connection with a fundamental change, which will require holders to bear related costs and is subject to certain limitations.

Upon the occurrence of a fundamental change (and only upon the occurrence of a fundamental change), the mandatory convertible preferred stock will become convertible before the purchase contract settlement date. If a holder of a Corporate Unit desires to convert the mandatory convertible preferred stock that is a part of a Corporate Unit, the holder must first separate the mandatory convertible preferred stock, which would require the holder to (1) create Treasury Units (at any time other than during a blackout period), (2) settle the related purchase contracts early with separate cash (other than during a blackout period) or (3) during the period after the date we give notice of a final remarketing, create Cash Settled Units on or prior to the second business day immediately preceding the first day of the final remarketing period. We will not compensate you for the cost of the Treasury security to create a Treasury Unit, the amount of cash to create a Cash Settled Unit or for any financing cost you may bear in making the required cash payment in connection with the creation of Cash Settled Units or an early settlement of the purchase contracts upon a fundamental change. In addition, we cannot guarantee that you will be able to purchase the specified Treasury security necessary to create the Treasury Unit, obtain the necessary financing to create a Treasury Unit or Cash Settled Unit or early settle the related purchase contract upon a fundamental change. If you cannot obtain that financing, you will not be able to separate the

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mandatory convertible preferred stock from the purchase contracts and, accordingly, you will not be able to convert the mandatory convertible preferred stock. There will be no make-whole amount of shares or increase to the conversion rate for conversions of the mandatory convertible preferred stock in connection with a fundamental change, except for the limited case where the “stock price” (as defined under “Description of the Purchase Contracts—Early Settlement Upon a Fundamental Change”) for such fundamental change is less than approximately \$24.51 per share of our common stock (subject to adjustment in certain circumstances), which initially equals the initial price for the mandatory convertible preferred stock (the “initial price”), which is approximately equal to the closing price of our common stock on the pricing date of this offering. The consideration deliverable upon conversion of the mandatory convertible preferred stock may not be sufficient in order to fund the above-described costs necessary to separate such share for conversion, because you may not be able to adequately monetize the shares of common stock deliverable upon such conversion as a result of fluctuations in prices of our common stock, illiquidity in our common stock and/or the cap on the number of shares deliverable upon such conversion in certain circumstances. See “—Upon a conversion of the mandatory convertible preferred stock in connection with a fundamental change, you may receive consideration worth less than the \$1,000 liquidation preference per share of mandatory convertible preferred stock plus any accumulated and unpaid dividends, if any, thereon” below.

Further, the ability to separate the mandatory convertible preferred stock from the purchase contract by creating Treasury Units or settling early is subject to certain conditions. Holders of Corporate Units may create Treasury Units or Cash Settled Units only in integral multiples of 10 Corporate Units. After a successful remarketing of the mandatory convertible preferred stock, holders of Corporate Units may not create Treasury Units, and holders of Treasury Units may not recreate Corporate Units. The ability to create Treasury Units is also subject to certain exceptions and additional blackout periods described in this prospectus supplement. Cash Settled Units may only be created during the period after the date we give notice of a final remarketing and on or prior to the second business day immediately preceding the first day of the final remarketing period. Also, the ability to exercise a fundamental change early settlement right with respect to a holder’s purchase contracts will not be available if a registration statement is required to be effective in connection with the exercise of such right but it is not then effective or a blackout period is continuing, all as described more fully under “Description of the Purchase Contracts—Early Settlement Upon a Fundamental Change.” See also “—The delivery of make-whole shares upon a fundamental change early settlement of the purchase contracts may not adequately compensate you” and “—You may not be able to exercise your right to settle a purchase contract prior to the purchase contract settlement date unless a registration statement under the Securities Act of 1933, as amended (the “Securities Act”), is in effect and a prospectus is available covering the shares our common stock and other securities, if any, deliverable upon early settlement of a purchase contract” for further restrictions on your ability to exercise a fundamental change early settlement of purchase contracts. Any of the foregoing limitations could prohibit you from separating the mandatory convertible preferred stock from the purchase contracts, which would prevent you from being able to convert the mandatory convertible preferred stock.

Upon a conversion of the mandatory convertible preferred stock in connection with a fundamental change, you may receive consideration worth less than the \$1,000 liquidation preference per share of mandatory convertible preferred stock plus any accumulated and unpaid dividends, if any, thereon.

Upon the occurrence of a “fundamental change” for which the stock price is less than the initial price, holders of mandatory convertible preferred stock will have the right to convert their shares at an adjusted conversion rate, which depends on the stock price prior to the effective date of such fundamental change. If the stock price is less than \$12.255 (50% of the closing price of our common stock on the pricing date of this offering) per share (subject to adjustment), you will receive a number of shares of common stock worth less than the \$1,000 liquidation preference per share of mandatory convertible preferred stock *plus* accumulated and unpaid dividends, if any, thereon. You will have no claim against us for the difference between such value and the \$1,000 liquidation preference per share of mandatory convertible preferred stock *plus* accumulated and unpaid dividends, if any, thereon. In this case, for shares that were separated from Corporate Units for the purpose of their conversion in connection with the fundamental change, the value of the shares of common stock you receive on conversion will not be sufficient to finance the costs related to such separation.

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If you participate in a remarketing that is ultimately successful, you will no longer hold the remarketed mandatory convertible preferred stock and the proceeds from the remarketing may not adequately compensate you.

We will remarket the mandatory convertible preferred stock as described under “Description of the Purchase Contracts—Remarketing,” “—Optional Remarketing” and “—Final Remarketing.” If a remarketing is successful, a portion of the proceeds from the remarketing will be applied, in the case of the Corporate Units, to purchase the Treasury portfolio (in the case of an optional remarketing) or against a holder’s obligation to pay the purchase price upon settlement of the related purchase contracts (in the case of a final remarketing). Any remaining proceeds from the remarketing will be remitted to the benefit of the relevant holders. In order to elect not to participate in any remarketing and retain the undivided beneficial ownership interests in shares of mandatory convertible preferred stock underlying the mandatory convertible preferred stock comprising part of your Corporate Units, you must (1) create Treasury Units (at any time other than during a blackout period), (2) settle the related purchase contracts early (at any time other than during a blackout period) or (3) during the period after the date we give notice of a final remarketing, create Cash Settled Units on or prior to the second business day immediately preceding the first day of the final remarketing period. If you do not do one of the foregoing, the shares of mandatory convertible preferred stock underlying the undivided beneficial ownership interests in mandatory convertible preferred stock comprising part of your Corporate Units will be remarketed and, if successful, you will no longer have any rights with respect to such mandatory convertible preferred stock other than to receive the proceeds of such remarketing in excess of the Treasury portfolio purchase price (in the case of an optional remarketing) or in excess of \$100 (in the case of a final remarketing), in each case, per Corporate Unit, as described herein. As a result, you will only receive the proceeds obtained in such remarketing (or, in the case where your mandatory convertible preferred stock was held as a part of Corporate Units, the excess thereof over the Treasury portfolio purchase price (in the case of an optional remarketing) or in excess of \$100 (in the case of a final remarketing), in each case, per Corporate Unit), which may not adequately compensate you for the conversion value of the mandatory convertible preferred stock or the lost option time value of your convertible preferred stock or the loss of future dividends, if any, and you will not be able to continue to hold the mandatory convertible preferred stock and receive dividends, if any, or sell or convert the mandatory convertible preferred stock at a future date.

The trading prices for the Corporate Units, Treasury Units and mandatory convertible preferred stock are expected to be affected by, among other things, the trading prices of our common stock, the general level of interest rates and our credit quality.

The trading prices of Corporate Units, which we intend to apply to list on the New York Stock Exchange, and Treasury Units and mandatory convertible preferred stock in the secondary market are expected to be affected by, among other things, the trading prices of our common stock, the general level of interest rates and our credit quality. It is impossible to predict whether the price of our common stock or interest rates will rise or fall. The price of our common stock could be subject to wide fluctuations in the future in response to many events or factors, including those discussed in the risk factors herein and in our Annual Report on Form 10-K for the year ended December 31, 2020, as may be supplemented by subsequently filed quarterly reports on Form 10-Q, and the factors listed in “Note Regarding Forward-Looking Statements” in our Annual Report on Form 10-K for the year ended December 31, 2020, many of which events and factors are beyond our control. Fluctuations in interest rates may give rise to arbitrage opportunities based upon changes in the relative value of the common stock underlying the purchase contracts and of the other components of the Equity Units. Any such arbitrage could, in turn, affect the trading prices of the Corporate Units, Treasury Units, mandatory convertible preferred stock and our common stock.

If you hold Corporate Units, Treasury Units or Cash Settled Units, you will not be entitled to any rights with respect to our common stock, but you will be subject to any changes made with respect to our common stock.

If you hold Corporate Units, Treasury Units or Cash Settled Units, you will not be entitled to any rights with respect to our common stock, such as voting rights and rights to receive dividends or other distributions thereon.

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However, you will be subject to any changes affecting our common stock. With respect to the purchase contracts that form a part of the Equity Units, you will only be entitled to rights with respect to our common stock if and when we deliver shares of common stock pursuant to the purchase contracts on the purchase contract settlement date, or on the settlement date for any early settlement, as the case may be, and you will only be deemed a holder of such common stock on the applicable record date, if any, for the exercise of those rights or the receipt of dividends or distributions in respect of such common stock occurring after that date.

With respect to any shares of mandatory convertible preferred stock (whether a part of Corporate Units or held separately), you will not be entitled to any rights with respect to our common stock prior to the conversion date of the mandatory convertible preferred stock. For example, if an amendment is proposed to our amended and restated certificate of incorporation or bylaws requiring shareholder approval and the record date for determining the shareholders of record entitled to vote on the amendment occurs prior to the conversion date, such holder will not be entitled to vote on the amendment, although such holder will nevertheless be subject to any changes affecting our common stock.

The Equity Units and mandatory convertible preferred stock provide limited anti-dilution adjustments, and an event could occur that adversely affects the value of the Equity Units, the mandatory convertible preferred stock or our common stock but that does not result in an anti-dilution adjustment.

The maximum settlement rate of the purchase contracts and the fixed conversion rates of the mandatory convertible preferred stock are subject to adjustment in certain circumstances arising from stock splits and combinations, stock dividends, certain cash dividends and certain other events. We will not adjust the maximum settlement rate or the fixed conversion rates for other events, including without limitation third party tender or exchange offers for our common stock, issuances and purchases of our common stock in connection with dividend reinvestment plans, employee stock option grants, ordinary dividends below a specified threshold, offerings of common stock by us for cash or in connection with an acquisition, and share issuances pursuant to options and other convertible securities outstanding on the date we issue the Equity Units. See “Description of the Purchase Contracts—Anti-dilution Adjustments” and “Description of the Mandatory Convertible Preferred Stock—Anti-dilution Adjustments.” There can be no assurance that an event that adversely affects the value of the Equity Units, the mandatory convertible preferred stock or our common stock, but does not result in an adjustment to the maximum settlement rate or the fixed conversion rates, will not occur. Further, other than as described under “Underwriting,” we are not restricted from issuing additional common stock during the term of the stock purchase contracts and have no obligation to consider your interests for any reason. If we issue additional shares of common stock, those issuances may materially and adversely affect the price of our common stock, the mandatory convertible preferred stock and, because of the relationship of the number of shares holders are to receive on the purchase contract settlement date to the price of our common stock, those issuances may adversely affect the trading prices of the Equity Units.

Some significant restructuring transactions may not constitute a fundamental change, in which case you would not have the right to any make-whole shares upon an early settlement of the purchase contracts or to convert your mandatory convertible preferred stock.

Upon the occurrence of a fundamental change, you have the right to (i) exercise your fundamental change early settlement right with respect to your purchase contracts, entitling you to receive additional value in respect of make-whole shares for such purchase contracts in certain circumstances and (ii) convert your separate shares of mandatory convertible preferred stock (although there will be no make-whole amount of shares or increase to the conversion rate for any such conversions except for the limited case where the stock price for such fundamental change is less than the initial price). However, the fundamental change provisions will not compensate holders of Equity Units (or allow for conversions of shares of mandatory convertible preferred stock) in the event of other transactions that could result in lost option time value. For example, transactions such as leveraged recapitalizations, re-financings, restructurings, or acquisitions initiated by us may not constitute a fundamental change. In the event of any such transaction, holders of Equity Units do not have a fundamental

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change early settlement right with respect to their purchase contracts and holders of mandatory convertible preferred stock do not have a right to convert such shares, even though each of these transactions could increase the amount of our indebtedness, or otherwise adversely affect our capital structure or any credit ratings, thereby adversely affecting the holders of Equity Units and mandatory convertible preferred stock.

The fundamental change early settlement right triggered under certain circumstances by a fundamental change could discourage a potential acquirer.

The fundamental change early settlement right with respect to the purchase contracts triggered under certain circumstances by a fundamental change could discourage a potential acquirer, including potential acquirers that otherwise seek a transaction with us that would be attractive to you.

Your rights to the pledged assets underlying the Equity Units will be subject to our security interest and may be affected by a bankruptcy proceeding.

As a holder of Equity Units, you will own the interests in the mandatory convertible preferred stock, Treasury portfolio, Treasury securities or cash, as applicable, that are a component of the Equity Units. However, those interests will be pledged to us through the collateral agent to secure your obligations under the related purchase contracts. As a result, your rights to the pledged assets will be subject to our security interest. In addition, notwithstanding the automatic termination of the purchase contracts, in the event that we become the subject of a case under the U.S. Bankruptcy Code, the delivery of the pledged assets to you may be delayed by the imposition of the automatic stay under Section 362 of the U.S. Bankruptcy Code, or other relief sought by the collateral agent, the purchase contract agent or another party asserting an interest in the pledged assets or contending that such termination is not effective and may continue until such automatic stay has been lifted or efforts to obtain such other relief has been resolved against such party. Moreover, claims arising out of the mandatory convertible preferred stock will be subject to the equitable jurisdiction and powers of the bankruptcy court.

The purchase contract and pledge agreement will not be qualified under the Trust Indenture Act and the obligations of the purchase contract agent are limited.

The purchase contract and pledge agreement among us, the purchase contract agent and the collateral agent will not be qualified as an indenture under the Trust Indenture Act of 1939, or the Trust Indenture Act, and the purchase contract agent and collateral agent will not be required to qualify as a trustee under the Trust Indenture Act. Thus, you will not have the benefit of the protection of the Trust Indenture Act with respect to the purchase contract and pledge agreement or the purchase contract agent. The protections generally afforded the holder of a security issued under an indenture that has been qualified under the Trust Indenture Act include:

- disqualification of the indenture trustee for “conflicting interests,” as defined under the Trust Indenture Act;
- provisions preventing a trustee that is also a creditor of the issuer from improving its own credit position at the expense of the security holders immediately prior to or after a default under such indenture; and
- the requirement that the indenture trustee deliver reports at least annually with respect to certain matters concerning the indenture trustee and the securities.

The secondary market for the Equity Units and the mandatory convertible preferred stock may be illiquid.

We are unable to predict how the Equity Units or the mandatory convertible preferred stock will trade in the secondary market or whether that market will be liquid or illiquid. There is currently no secondary market for the Equity Units or the mandatory convertible preferred stock. We intend to apply for listing of the Corporate Units

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on the New York Stock Exchange, although there is no guarantee that the Corporate Units will be approved for listing. We have no obligation or current intention to apply for any separate listing of the Treasury Units, the Cash Settled Units or the mandatory convertible preferred stock on any stock exchange. We have been advised by the representative that the underwriters presently intend to make a market for the Equity Units and the mandatory convertible preferred stock; however, they are not obligated to do so and any market making may be discontinued at any time without notice. There can be no assurance as to the liquidity of any market that may develop for the Corporate Units, Treasury Units, Cash Settled Units or mandatory convertible preferred stock, your ability to sell such securities or whether a trading market, if it develops, will continue. In addition, in the event that sufficient numbers of Corporate Units are converted to Treasury Units or Cash Settled Units, the liquidity of Corporate Units could be adversely affected. We cannot provide assurance that the Corporate Units will be accepted by the New York Stock Exchange for listing, that the Corporate Units will not be delisted from the New York Stock Exchange if listed, or that trading in the Corporate Units will not be suspended as a result of elections to create Treasury Units or Cash Settled Units, or recreate Corporate Units through the substitution of collateral that causes the number of these securities to fall below the applicable requirements for listing securities on the New York Stock Exchange.

We may defer contract adjustment payments under the purchase contracts that are a part of the Equity Units, and this may have an adverse effect on the trading prices of the Equity Units.

We may, at our option, defer the payment of all or part of the contract adjustment payments under the purchase contracts through the purchase contract settlement date, as described under “Description of the Purchase Contracts—Contract Adjustment Payments.” If we exercise our right to defer contract adjustment payments, the market price of the Equity Units is likely to be adversely affected. As a result of the existence of our deferral rights, the market price of the Equity Units may be more volatile than the market prices of other securities that are not subject to these optional deferrals. Although we do have the ability to elect to pay all or part of contract adjustment payments in shares of our common stock, you will be subject to the risk that we may not be able to pay such deferred contract adjustment payments (including compounded contract adjustment payments thereon) in the future. You will have no claim to any accrued and unpaid contract adjustment payments (including any accrued and unpaid deferred contract adjustment payments and compounded contract adjustment payments thereon) in the event of our bankruptcy or insolvency. In addition, if we make such a deferral, and you use the accrual method of accounting for tax purposes, you may be required to continue to recognize income for U.S. federal income tax purposes in respect of the purchase contracts in advance of your receipt of any corresponding cash payments.

We are a holding company and will require cash from our subsidiaries to make current payments on the Equity Units.

If you own Equity Units in the form of Corporate Units, you are entitled to receive periodic contract adjustment payments on the purchase contracts, subject to our right to defer contract adjustment payments. The contract adjustment payments are solely the obligations of the Company, and no other entity, including our subsidiaries, will have any obligation, contingent or otherwise, to make payments in respect of the purchase contracts (or the mandatory convertible preferred stock). Because we are a holding company and conduct all of our operations through our subsidiaries, our ability to meet our obligations as described above is dependent on the earnings and cash flows of those subsidiaries and the ability of those subsidiaries to pay dividends or to advance or repay funds to us. The ability of our subsidiaries to pay dividends or to advance or repay funds to us may be subject to certain contractual restrictions. In addition, our regulated subsidiaries may, from time to time, be subject to certain restrictions imposed by regulators on their ability to pay dividends or to advance or repay funds to us. For a discussion of any current or potential restrictions, please refer to the quarterly and annual reports that we file with the SEC. If we are unable to obtain cash from our subsidiaries, we may be unable to fund in cash required contract adjustment payments and payments, if any, in respect of the mandatory convertible preferred stock.

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In addition, our right to receive any assets of any of our subsidiaries upon their bankruptcy, liquidation or similar reorganization, and therefore the right of the holders of the purchase contracts or mandatory convertible preferred stock to participate in those assets, will be structurally subordinated to the claims of that subsidiary's creditors, including trade creditors, debtholders, secured creditors, taxing authorities, guarantee holders and any preferred stockholders. Even if we are a creditor of any of our subsidiaries, our rights as a creditor would be subordinate to any security interest in the assets of our subsidiaries and any indebtedness of our subsidiaries senior to that held by us. As of March 31, 2021, our subsidiaries had approximately \$279.5 million principal amount of outstanding indebtedness.

Because the Equity Units and mandatory convertible preferred stock will initially be issued in book-entry form, holders must rely on DTC's procedures to receive communications relating to the Equity Units and mandatory convertible preferred stock and exercise their rights and remedies.

We will initially issue the Equity Units and the mandatory convertible preferred stock in the form of one or more global securities registered in the name of Cede & Co., as nominee of DTC. Beneficial interests in global securities will be shown on, and transfers of global securities will be effected only through, the records maintained by DTC. Except in limited circumstances, we will not issue certificated securities. See "Certain Provisions of the Purchase Contract and Pledge Agreement—Book-Entry System for Corporate Units, Treasury Units and Cash Settled Units" and "Description of the Mandatory Convertible Preferred Stock—Book-Entry Issuance—The Depository Trust Company." Accordingly, if you own a beneficial interest in a global security, then you will not be considered an owner or holder of the relevant security. Instead, DTC or its nominee will be the sole holder of global securities. Unlike persons who have certificated securities registered in their names, owners of beneficial interests in global securities will not have the direct right to act on our solicitations for consents or requests for waivers or other actions from holders. Instead, those beneficial owners will be permitted to act only to the extent that they have received appropriate proxies to do so from DTC or, if applicable, a DTC participant. The applicable procedures for the granting of these proxies may not be sufficient to enable owners of beneficial interests in global securities to vote on any requested actions on a timely basis. As such, if you are a beneficial owner of the Equity Units and/or mandatory convertible preferred stock, you must allow for sufficient time to comply with DTC's procedures if you wish to exercise your rights with respect thereto, including, without limitation, for recreation of Corporate Units from Treasury Units or Cash Settled Units in the case of a Remarketing Failure.

In addition, notices and other communications relating to the Equity Units and mandatory convertible preferred stock will be sent to DTC. We expect DTC to forward any such communications to DTC participants, which in turn would forward such communications to indirect DTC participants. But we can make no assurances that you timely receive any such communications.

Regulatory actions and other events may adversely affect the trading price and liquidity of the Equity Units and the mandatory convertible preferred stock.

We expect that many investors in, and potential purchasers of, the Equity Units and shares of mandatory convertible preferred stock will employ, or seek to employ, an arbitrage strategy with respect to the Equity Units and/or the mandatory convertible preferred stock. Investors that employ an arbitrage strategy with respect to equity-linked instruments typically implement that strategy by selling short the common stock underlying the equity-linked instrument and dynamically adjusting their short position while they hold such equity-linked instrument. Investors may also implement this hedging strategy by entering into swaps on our common stock in lieu of or in addition to short selling our common stock.

The SEC and other regulatory and self-regulatory authorities have implemented various rules and taken certain actions, and may adopt additional rules in the future and take other actions, that may affect those engaging in short selling activity involving equity securities (including our common stock). Such rules and actions include Rule 201 of SEC regulation SHO, the adoption by the Financial Industry Regulatory Authority,

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Inc. and the national securities exchanges of a “Limit Up-Limit Down” program, the imposition of market-wide circuit breaker systems that halt trading of securities for certain periods following specific market declines, and the implementation of certain regulatory reforms stemming from the enactment and implementation of the Dodd-Frank Wall Street Reform and Consumer Protection Act. These circuit breakers have been tripped on several occasions during the current period of increased market volatility in connection with the COVID-19 pandemic and may be tripped in the future. Past regulatory actions, including emergency actions or regulations, have had a significant effect on the trading prices and liquidity of equity-linked instruments. Any governmental or regulatory action that similarly restricts the ability of investors in, or potential purchasers of, the Equity Units or mandatory convertible preferred stock to effect short sales of our common stock, borrow our common stock or enter into swaps on our common stock could similarly adversely affect the trading price and the liquidity of the Equity Units and the mandatory convertible preferred stock.

Volatility in the market price and trading volume of our common stock could adversely affect the trading price of the Equity Units and the mandatory convertible preferred stock.

The stock market in recent years has experienced significant price and volume fluctuations that have often been unrelated to the operating performance of companies. The market price of our common stock could fluctuate significantly for many reasons, including in response to the risks described in this section, elsewhere in this prospectus supplement or the documents we have incorporated by reference in this prospectus supplement or for reasons unrelated to our operations, such as reports by industry analysts, investor perceptions or negative announcements by our customers, competitors or counterparties regarding their own performance, the ongoing COVID-19 pandemic, regulatory developments, including with respect to climate change, as well as industry conditions and general financial, economic and political instability. A decrease in the market price of our common stock would likely adversely affect the trading price of the Equity Units and the mandatory convertible preferred stock. The market price of our common stock could also be affected by possible sales of our common stock by investors who view the Equity Units or mandatory convertible preferred stock as a more attractive means of equity participation in us and by hedging or arbitrage trading activity that we expect to develop involving our common stock. This trading activity could, in turn, affect the trading prices of the Equity Units and the mandatory convertible preferred stock.

Our Equity Units and mandatory convertible preferred stock may adversely affect the market price of our common stock.

The market price of our common stock is likely to be influenced by our Equity Units and our mandatory convertible preferred stock. For example, the market price of our common stock could become more volatile and could be depressed by:

- investors’ anticipation of the sale into the market of a substantial number of additional shares of our common stock issued upon settlement of the purchase contracts or conversion of our mandatory convertible preferred stock;
- possible sales of our common stock by investors who view our Equity Units or mandatory convertible preferred stock as a more attractive means of equity participation in us than owning shares of our common stock; and
- hedging or arbitrage trading activity that we expect to develop involving our Equity Units or mandatory convertible preferred stock and our common stock.

Upon early settlement of the purchase contracts, you may receive less valuable consideration than expected because the value of our common stock may decline after you exercise your early settlement right but before we settle our related obligation.

A holder of Equity Units that elects to settle its purchase contract early will be exposed to fluctuations in the value of our common stock during the period from the date such holder exercises such right until the date we settle our related obligation.

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Upon exercise of an early settlement right with respect to any purchase contracts, the amount of consideration you receive upon such settlement will be determined (other than upon the occurrence of certain fundamental changes as described herein) by reference to the volume-weighted average price of our common stock for each trading day in a 40 trading day averaging period. If the price of our common stock decreases during any such period, the amount and/or value of consideration you receive will be adversely affected. In addition, if the market price of our common stock at the end of such period is below the average volume-weighted average price of our common stock during such period, the value of any shares of our common stock that you will receive in satisfaction of our obligation in respect of your purchase contracts will be less than the value used to determine the number of shares that you will receive.

Risk Factors Relating to the Mandatory Convertible Preferred Stock

If a Remarketing Failure occurs, the mandatory convertible preferred stock will not convert into any shares of our common stock and will be automatically transferred to us on or around March 1, 2024 without any payment of cash or shares of our common stock thereon.

If a Remarketing Failure (as described herein) has occurred, the conversion rate for the mandatory convertible preferred stock upon automatic conversion will be zero shares of our common stock effective as of December 1, 2023, and, with respect to any shares of mandatory convertible preferred stock that remain outstanding following December 1, 2023, you will therefore not receive any shares of our common stock on the mandatory conversion date with respect to such shares of mandatory convertible preferred stock or otherwise. In such case, no shares of our common stock will be delivered upon automatic conversion and each such share of mandatory convertible preferred stock will be automatically transferred to us on the mandatory conversion date without any payment of cash or shares of our common stock thereon. In addition, if there is a Remarketing Failure no other terms of the mandatory convertible preferred stock will be changed and, therefore, the mandatory convertible preferred stock will continue to not bear dividends. As such, following a Remarketing Failure the mandatory convertible preferred stock that remains outstanding following December 1, 2023 will have no value except for its rights with respect to payments upon our liquidation or dissolution occurring prior to the mandatory conversion date.

The mandatory convertible preferred stock ranks junior to all of our indebtedness and other liabilities.

In the event of our bankruptcy, liquidation, reorganization or other winding-up, our assets will be available to pay the liquidation preference of the mandatory convertible preferred stock only after all of our indebtedness and other liabilities have been paid. In addition, we are a holding company for several direct and indirect subsidiaries and the mandatory convertible preferred stock will be structurally junior to all existing and future indebtedness and other liabilities (including trade payables) of our subsidiaries and any capital stock of our subsidiaries not held by us. The holders of the mandatory convertible preferred stock have no right to participate in the distribution of assets of our subsidiaries (except to the extent that such subsidiary has satisfied all of its liabilities and we have recognized claims or interests in the assets of such subsidiary). Consequently, if we are forced to liquidate our assets to pay our creditors, we may not have sufficient assets remaining to pay the liquidation preference of any or all of the mandatory convertible preferred stock then outstanding. We and our subsidiaries may incur substantial amounts of additional debt and other obligations.

We currently have no capital stock outstanding that is senior to the mandatory convertible preferred stock. We currently have 420,000 shares of outstanding preferred stock that is on parity with the mandatory convertible preferred stock, consisting of 400,000 shares of Series A Preferred Stock representing \$400 million of aggregate liquidation preference (not taking into account any accumulated and unpaid dividends) and 20,000 shares of Series B Preferred Stock representing \$500 million of aggregate liquidation preference (not taking into account any accumulated and unpaid dividends). In addition, we currently have outstanding 20,000 shares of Series B-1 Preferred Stock, par value \$0.01 per share, which were issued as a distribution with respect to the Series B Preferred Stock to enhance the voting rights of the Series B Preferred Stock and to comply with the minimum voting rights policy of the New York Stock Exchange. The Series B-1 Preferred Stock is paired with the Series B Preferred Stock and may not be transferred, redeemed or repurchased except in connection with the simultaneous transfer, redemption or repurchase of a like number of shares of the underlying Series B Preferred Stock.

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We own all of the equity interest of our subsidiaries. As of March 31, 2021, we had approximately \$9,572 million principal amount of outstanding indebtedness on an unconsolidated basis, all of which is senior in right of payment to the mandatory convertible preferred stock. In addition, the mandatory convertible preferred stock will be structurally subordinated to all debt, preferred stock and other liabilities of our subsidiaries, which means that creditors and any preferred stockholders of our subsidiaries will be paid from the assets of such subsidiaries before holders of the mandatory convertible preferred stock would have any claims to those assets. As of March 31, 2021, our subsidiaries had approximately \$279.5 million principal amount of outstanding indebtedness.

The mandatory convertible preferred stock will initially not, and may never, pay any dividends and the liquidation preference of the mandatory convertible preferred stock will not accrete.

The dividend rate on the mandatory convertible preferred stock is initially 0%, which means that the mandatory convertible preferred stock will initially not bear any dividends. The initial \$1,000 liquidation preference per share of the mandatory convertible preferred stock will not accrete. Dividends will only be payable on the mandatory convertible preferred stock if there is a successful remarketing in connection with which dividends become payable on the mandatory convertible preferred stock, which may not happen. The payment of any such dividends, if any, is limited as described in this prospectus supplement. As a result, you will not be entitled to periodic dividends and your return on the mandatory convertible preferred stock will not reflect any opportunity cost implied by inflation and other factors relating to the time value of money.

Even after a successful remarketing in connection with which dividends become payable on the mandatory convertible preferred stock, there will only be one dividend payment date, on March 1, 2024 (or, at our election in consultation with the remarketing agent in connection with a successful optional remarketing, two dividend payment dates, on December 1, 2023 and March 1, 2024). Any such dividend on the mandatory convertible preferred stock will be paid only if declared by our board of directors. The board of directors is not legally obligated or required to declare any dividends on the mandatory convertible preferred stock even if we have funds available for such purposes. In addition, even if our board of directors declares a dividend, we can only make payments of cash in respect of dividends from legally available funds under the Delaware General Corporation Law, as determined by our board of directors, and such funds may not be available to pay cash dividends on the mandatory convertible preferred stock. If we do not declare and pay any dividend on the mandatory convertible preferred stock after a successful remarketing in connection with which dividends become payable on the mandatory convertible preferred stock, the market price of the mandatory convertible preferred stock is likely to be adversely affected. As a result of our ability to not pay dividends on the mandatory convertible preferred stock after a successful remarketing in connection with which dividends become payable on the mandatory convertible preferred stock, the market price of the mandatory convertible preferred stock at such times may be more volatile than the market prices of other securities that are not subject to such a feature.

In addition, the agreements governing any future indebtedness of ours may further limit our ability to pay cash dividends on our capital stock, including the mandatory convertible preferred stock. In the event that the agreements governing any such indebtedness restrict our ability to pay dividends in cash on the mandatory convertible preferred stock, we may be unable to pay dividends in cash on the mandatory convertible preferred stock unless we can refinance the amounts outstanding under such agreements or obtain a consent or amendment under such agreements.

Your ability to convert the mandatory convertible preferred stock, and therefore your ability to participate in an increase in the price of our common stock, is limited.

Holders of mandatory convertible preferred stock that are not a part of Corporate Units may participate in any appreciation of our stock price above the threshold appreciation price of \$28.7993 if they convert their convertible preferred stock. This means that if you hold Corporate Units and wish to convert your mandatory convertible preferred stock, you must separate the shares of mandatory convertible preferred stock from the

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purchase contacts, which will cost you money and is subject to limitations. In addition, even if the mandatory convertible preferred stock has been separated from the related purchase contract, the ability to convert is limited only to conversions (i) in connection with a fundamental change or (ii) on or after December 1, 2023, in either case, unless a Remarketing Failure has occurred. Holders do not have the right to convert the mandatory convertible preferred stock outside these circumstances, which will limit the ability to participate in any appreciation of our common stock that could be captured through a conversion.

If there is a successful remarketing of the mandatory convertible preferred stock, each share will automatically convert into shares of our common stock on or around March 1, 2024, and will therefore have limited time remaining for opportunity to participate in appreciation of our common stock price and/or to accumulate dividends (if any) following the applicable remarketing.

Unless a termination event has occurred, we may elect, at our option, to remarket the mandatory convertible preferred stock during a period (which we refer to as the “optional remarketing window”) beginning on and including September 1, 2023 and ending on and including November 3, 2023. If the mandatory convertible preferred stock has not been successfully remarketed in the optional remarketing window, and a termination event has not previously occurred, the shares of mandatory convertible preferred stock that are part of Corporate Units, together with any separate shares of mandatory convertible preferred stock that have been submitted for remarketing, will be remarketed during a five-business day remarketing period beginning on, and including, November 13, 2023, and ending on, and including, November 17, 2023 (the ninth business day immediately preceding the purchase contract settlement date). If you elect to separate your shares of mandatory convertible preferred stock and do not submit such shares for remarketing, you will retain your shares of mandatory convertible preferred stock and be subject to the modifications made thereto as a result of a successful remarketing. However, there will be limited time remaining to the mandatory conversion of the mandatory convertible preferred stock, on or around March 1, 2024, and therefore limited time remaining for opportunity to participate in appreciation of our common stock price through owning the mandatory convertible preferred stock. Even if dividends become payable on the mandatory convertible preferred stock as a result of the relevant remarketing, there will only be one dividend payment date, on March 1, 2024 (or, at our election in consultation with the remarketing agent in connection with a successful optional remarketing, two dividend payment dates, on December 1, 2023 and March 1, 2024). As a result, there will be limited option value and current income value to be gained by separating your shares of mandatory convertible preferred stock in order to not participate in a remarketing.

In addition, if a Remarketing Failure occurs, your mandatory convertible preferred stock will no longer have economic value except for its rights with respect to payments upon our liquidation or dissolution occurring prior to the mandatory conversion date. See “—If a Remarketing Failure occurs, the mandatory convertible preferred stock will not convert into any shares of our common stock and will be automatically transferred to us on or around March 1, 2024 without any payment of cash or shares of our common stock thereon” above.

We may issue additional series of preferred stock that rank equally to the mandatory convertible preferred stock as to liquidation preference.

Neither our amended and restated certificate of incorporation nor the certificate of designations establishing the designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions of the mandatory convertible preferred stock prohibits us from issuing additional series of preferred stock that would rank on parity with the mandatory convertible preferred stock as to liquidation preference. Our amended and restated certificate of incorporation provides that we have the authority to issue 20,000,000 shares of preferred stock, including the 750,000 shares (or 862,500 shares if the underwriters’ over-allotment option is exercised in full) of mandatory convertible preferred stock that are a part of the Corporate Units being offered for sale pursuant to this prospectus supplement. The issuances of other series of preferred stock could have the effect of reducing the amounts available to the holders of the mandatory convertible preferred stock in the event of our liquidation, dissolution or winding-up.

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You will bear the risk of a decline in the market price of our common stock between the pricing date for the Corporate Units and the mandatory conversion date.

Assuming a Remarketing Failure does not occur, the number of shares of our common stock that a holder will receive upon mandatory conversion of the mandatory convertible preferred stock is not fixed but instead will depend on the mandatory settlement value of our common stock, which is the average of the daily VWAPs per share of our common stock over the mandatory averaging period, which is the 40 consecutive trading day period beginning on, and including, the 41st scheduled trading day immediately preceding March 1, 2024. The aggregate market value of the shares of our common stock that a holder would receive upon mandatory conversion may be less than the aggregate liquidation preference of the mandatory convertible preferred stock. Specifically, if the mandatory settlement value of our common stock is less than the initial price, which is calculated by dividing \$1,000 by the maximum conversion rate of 40.7997 shares of common stock and initially equals approximately \$24.5100, the market value of our common stock that a holder would receive upon mandatory conversion of each share of the mandatory convertible preferred stock will be less than the \$1,000 liquidation preference per share of mandatory convertible preferred stock, and an investment in the mandatory convertible preferred stock would result in a loss. Accordingly, you will bear the risk of a decline in the market price of our common stock. Any such decline could be substantial.

In addition, because the number of shares delivered to a holder upon mandatory conversion will be based upon the mandatory settlement value, the shares of common stock a holder receive upon mandatory conversion may be worth less than the shares of common stock such holder would have received had the mandatory settlement value been equal to the daily VWAP per share of our common stock on the mandatory conversion date or the average of the daily VWAPs of our common stock over a different period of days.

Notwithstanding the foregoing, if a Remarketing Failure has occurred, the conversion rate for the mandatory convertible preferred stock upon automatic conversion will be zero shares of our common stock effective as of December 1, 2023, and, with respect to any shares of mandatory convertible preferred stock that remain outstanding following December 1, 2023, a holder will therefore not receive any shares of our common stock on the mandatory conversion date with respect to such shares of mandatory convertible preferred stock or otherwise.

Investors in the mandatory convertible preferred stock may not realize any or all of the benefit of an increase in the market price of shares of our common stock. The opportunity for equity appreciation provided by your investment in the mandatory convertible preferred stock is less than that provided by a direct investment in our common stock.

The market value of each share of our common stock that a holder will receive upon mandatory conversion of each share of the mandatory convertible preferred stock on the mandatory conversion date (assuming that all dividends, if any, on shares of mandatory convertible preferred stock will be declared and paid in cash) will only exceed the liquidation preference of \$1,000 per share of the mandatory convertible preferred stock if a Remarketing Failure does not occur and the mandatory settlement value of our common stock exceeds the threshold appreciation price, which is calculated by dividing \$1,000 by the minimum conversion rate and initially is approximately equal to \$28.7993. The threshold appreciation price represents an appreciation of approximately 17.5% over the initial price. If the mandatory settlement value of our common stock is greater than the threshold appreciation price and a Remarketing Failure has not occurred, a holder will receive on the mandatory conversion date approximately 85.12% (which percentage is approximately equal to the initial price *divided by* the threshold appreciation price) of the value of our common stock that such holder would have received if they had made a direct investment in shares of our common stock on the date of this prospectus supplement. This means that the opportunity for equity appreciation provided by an investment in the mandatory convertible preferred stock is less than that provided by a direct investment in shares of our common stock.

In addition, if a Remarketing Failure has not occurred, the market value of our common stock appreciates and the mandatory settlement value of our common stock is equal to or greater than the initial price but less than or equal to the threshold appreciation price, the aggregate market value of our common stock that a holder would receive upon mandatory conversion (assuming that all dividends, if any, on the shares of mandatory convertible

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preferred stock will be declared and paid in cash) will only be equal to the aggregate liquidation preference of the mandatory convertible preferred stock, and you will realize no equity appreciation on our common stock.

The proceeds received from a remarketing of the mandatory convertible preferred stock are expected to result in economic outcomes similar to those described in this paragraph. The minimum conversion rate may be increased in connection with a successful remarketing (thereby reducing the threshold appreciation price), but in no event will it be greater than the then-current maximum conversion rate. The maximum conversion rate will not be changed in connection with a successful remarketing.

It is possible that a bankruptcy court may rank any claims under the mandatory convertible preferred stock equally with or below the claims of holders of common stock and that you may receive no recovery on your claims.

Your claim with respect to the mandatory convertible preferred stock in the event of our bankruptcy, liquidation, reorganization or other winding-up will be limited to the liquidation preference of your shares of mandatory convertible preferred stock and any accumulated and unpaid dividends. Additionally, because of the nature of the mandatory conversion feature of the mandatory convertible preferred stock, it is possible that a bankruptcy court may rank any claims under the mandatory convertible preferred stock equally with the claims of holders of common stock. If a bankruptcy court were to make this determination in the event of our bankruptcy, liquidation, reorganization or other winding-up, our assets will be available to pay the liquidation preference of the mandatory convertible preferred stock only after all of our indebtedness and other liabilities, and the liquidation preference of all of our Series A Preferred Stock, Series B Preferred Stock and Series B-1 Preferred Stock (and any other preferred equity at the time outstanding), have been paid. Additionally, because the occurrence of a Remarketing Failure causes the conversion rate to be fixed at zero shares of our common stock effective as of December 1, 2023 and results in any mandatory convertible preferred stock that remains outstanding following December 1, 2023 being automatically transferred to us without payment or delivery of any cash or shares of our common stock or other consideration on March 1, 2024, a bankruptcy court could determine that the claims of holders of outstanding mandatory convertible preferred stock after the occurrence of a Remarketing Failure are entitled to no recovery even if the claims of holders of our common stock are entitled to a recovery or distribution. In such cases, your ability to recover on any claim with respect to the mandatory convertible preferred stock in the event of our bankruptcy, liquidation, reorganization or other winding-up would be impaired.

Upon a successful remarketing of the mandatory convertible preferred stock, the terms of your shares of mandatory convertible preferred stock may be modified even if you elect not to participate in the remarketing.

When we attempt to remarket the mandatory convertible preferred stock, the remarketing agent will agree to use its reasonable best efforts to sell the mandatory convertible preferred stock included in the remarketing. In connection with the remarketing, we and the remarketing agent may remarket the mandatory convertible preferred stock with different terms prior to the remarketing, limited to the following: (a) dividends may become payable on the mandatory convertible preferred stock and/or (b) if the closing price of our common stock on the pricing date for a successful remarketing is less than or equal to the initial price, the minimum conversion rate of the mandatory convertible preferred stock will be increased to an amount equal to \$1,000, *divided by* 117.5% of the closing price of our common stock on such date (rounded to the nearest ten-thousandth of a share) (subject to the minimum conversion rate not being increased to be more than the maximum conversion rate). If the remarketing is successful, the modified terms will apply to all the shares of mandatory convertible preferred stock, including those shares that were not included in the remarketing. However, holders of shares of mandatory convertible preferred stock must elect to participate in the remarketing before knowing what the modified terms of the shares will be, or whether the remarketing will be successful. Whenever we remarket the mandatory convertible preferred stock, we will notify holders of Corporate Units and separate shares of mandatory convertible preferred stock of such remarketing. You may determine that the revised terms are not as favorable to you as you would deem appropriate. However, we will not decrease the dividend rate or the minimum conversion rate, or change the maximum conversion rate, in connection with a successful remarketing.

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The mandatory convertible preferred stock can only be converted early in limited situations.

Prior to the purchase contract settlement date, which is December 1, 2023, the mandatory convertible preferred stock can only be converted if the shares of mandatory convertible preferred stock have been separated from the related purchase contract, as described herein, and only upon the occurrence of a fundamental change. On and after December 1, 2023 but prior to March 1, 2024, holders of shares of the mandatory convertible preferred stock that are not a part of Corporate Units, at their option, may, at any time and from time to time, convert some or all of their outstanding shares of the mandatory convertible preferred stock. However, in no case can any mandatory convertible preferred stock be converted if a Remarketing Failure has occurred. If the specific conditions for conversion are not met, you will not be able to convert your mandatory convertible preferred stock, and you will not be able to receive the common stock into which the mandatory convertible preferred stock would otherwise be convertible.

There will be no make-whole amount of shares or increase to the conversion rate for conversions of the mandatory convertible preferred stock in connection with a fundamental change, except in limited circumstances.

There will be no make-whole amount of shares or increase to the conversion rate for conversions of the mandatory convertible preferred stock in connection with a fundamental change, except for the limited situation where the stock price for such fundamental change is less than the initial price.

Following a successful remarketing of the mandatory convertible preferred stock where dividends become payable, the trading price of the mandatory convertible preferred stock may not fully reflect the value of their accumulated and unpaid dividends.

Following a successful remarketing of the mandatory convertible preferred stock where dividends become payable on the mandatory convertible preferred stock, the mandatory convertible preferred stock may trade at a price that does not fully reflect the value of accumulated and unpaid dividends on the mandatory convertible preferred stock.

You will have no voting rights with respect to the mandatory convertible preferred stock except under limited circumstances.

You will have no voting rights with respect to the mandatory convertible preferred stock, except with respect to certain amendments to the terms of the mandatory convertible preferred stock, in certain other limited circumstances and except as specifically required or recommended by applicable Delaware law, the NYSE listing rules or by our amended and restated certificate of incorporation. You will have no right to vote for any members of our board of directors, except as required or recommended by Delaware law or the NYSE listing rules.

Under certain circumstances, you may be treated as receiving a taxable distribution on the mandatory convertible preferred stock even though you do not receive any actual cash distribution.

Following a successful remarketing of the mandatory convertible preferred stock where dividends become payable on the mandatory convertible preferred stock, we may, at our option, pay dividends on the mandatory convertible preferred stock wholly or partly in our common stock, as described under “Description of the Mandatory Convertible Preferred Stock—Dividends.” Any such dividends will still be treated as distributions taxable in the same manner as cash distributions. In addition, for United States federal income tax purposes, you may be treated as receiving a constructive distribution from us with respect to the mandatory convertible preferred stock if (1) the fixed conversion rates of the mandatory convertible preferred stock are adjusted (or fail to be adjusted) and, as a result of the adjustment (or failure to adjust), your proportionate interest in our assets or earnings and profits is increased, and (2) the adjustment (or failure to adjust) is not made pursuant to a bona fide, reasonable anti-dilution formula. For example, if the fixed conversion rates are adjusted as a result of a

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distribution that is taxable to the holders of our common stock, such as an increase in our quarterly cash dividend, you will be deemed to have received a “constructive distribution” of our stock. Thus, under certain circumstances, an adjustment to the fixed conversion rates might give rise to a taxable deemed dividend to you even though you do not actually receive any cash or other distribution in connection with such adjustment. If you are a non-U.S. holder (as defined under “Material U.S. Federal Income and Estate Tax Consequences”), such constructive dividend may be subject to United States federal withholding tax at a 30% rate unless certain conditions are satisfied and subject to an applicable tax treaty. If we pay withholding taxes on your behalf as a result of an adjustment to the settlement rate, we may, at our option, set off such payments against other amounts such as cash or common stock otherwise due to you. For further details, see “Material U.S. Federal Income and Estate Tax Consequences.”

Risk Factors Relating to the Purchase Contracts

The purchase contract gives you the entire risk of a decline in the price of our common stock without any participation in an increase in the price of our common stock.

The number of shares of our common stock that you will receive upon the settlement of a purchase contract is not fixed but instead will depend on the average of the daily VWAPs of our common stock during a 40 consecutive trading day market value averaging period, which we refer to as the applicable market value. The market value per share of common stock you receive on the purchase contract settlement date will be no greater than the reference price of \$24.51 (which is the closing price of our common stock on the New York Stock Exchange on the pricing date for this offering). If the applicable market value of our common stock is less than the reference price, you will receive a number of shares of our common stock with a value (based on the applicable market value) of less than \$100. Accordingly, you assume the risk that the market value of our common stock may decline, and that the decline could be substantial. If the applicable market value of the common stock is greater than the reference price, you will receive a number of shares of our common stock with a value equal to only \$100 (based on the applicable market value). As a result, under the purchase contract, you will never receive shares with a value (based on the applicable market value) in excess of \$100, which means you will never participate in any appreciation of our stock price above the reference price through the purchase contracts.

In addition, because the number of shares delivered to you on the purchase contract settlement date will be based upon the applicable market value, which is in turn calculated on the basis of the average of the daily VWAPs per share of our common stock during the market value averaging period, the shares of common stock you receive on the purchase contract settlement date may be worth less than the shares of common stock you would have received had the applicable market value been equal to the daily VWAP per share of our common stock on the purchase contract settlement date or the average of the daily VWAPs per share of our common stock over a different period of days.

If you elect to settle your purchase contracts early (other than in connection with a fundamental change), you will receive a number of shares of common stock per purchase contract equal to 85% of the settlement rate calculated as described above but based on the applicable market value of our common stock for a 40 consecutive trading day averaging period following your election to early settle. In this case, even if the applicable market value of the common stock is greater than the reference price, you will receive a number of shares of our common stock with a value equal to only \$85 (based on the applicable market value).

If you settle your purchase contracts early with cash and do not monetize (or adequately monetize) your separate shares of mandatory convertible preferred stock, and a Remarketing Failure occurs, you risk losing the investment you made to settle the purchase contract.

From and after the occurrence of a Remarketing Failure, the mandatory convertible preferred stock will no longer be convertible into shares of our common stock and will have no value except for its rights with respect to

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payments upon our liquidation or dissolution, and will be automatically transferred to us without payment on the mandatory conversion date. If you settle your purchase contract early in order to hold separate shares of mandatory convertible preferred stock, and you do not monetize (or monetize adequately) your separate share of mandatory convertible preferred stock and a Remarketing Failure occurs, you will lose the investment you made in settling your purchase contracts early with separate cash because your separate shares of mandatory convertible preferred stock will no longer have meaningful economic value.

The delivery of make-whole shares upon a fundamental change early settlement of the purchase contracts may not adequately compensate you.

If a fundamental change (as defined below under “Description of the Purchase Contracts—Early Settlement Upon a Fundamental Change”) occurs prior to the purchase contract settlement date and you exercise your fundamental change early settlement right with respect to your purchase contracts, you will not be entitled to receive additional value in respect of make-whole shares for such purchase contracts if the stock price (as defined under “Description of the Purchase Contracts—Early Settlement Upon a Fundamental Change”), is in excess of \$60 per share (subject to adjustment). A description of how the number of make-whole shares will be determined is set forth under “Description of the Purchase Contracts—Early Settlement Upon a Fundamental Change—Calculation of Make-Whole Shares.” There is no make-whole amount of shares or increase to the conversion rate for conversions of the mandatory convertible preferred stock in connection with a fundamental change, except for the limited case where the stock price for such fundamental change is less than the initial price, all as described under “Description of the Purchase Contracts—Early Settlement Upon a Fundamental Change.” Moreover, in no event will the conversion rate per share of mandatory convertible preferred stock as a result of this adjustment exceed 81.5994 shares of common stock, subject to adjustment in the same manner as the fixed conversion rates for the mandatory convertible preferred stock as set forth under “Description of the Mandatory Convertible Preferred Stock—Anti-dilution Adjustments.” The make-whole shares in respect of the purchase contracts may not adequately compensate you for any lost value of your Equity Units and/or mandatory convertible preferred stock as a result of such transaction.

In addition, in the event that a holder seeks to exercise its fundamental change early settlement right in respect of its purchase contracts and a registration statement is required to be effective in connection with the exercise of such right but no such registration statement is then effective or a blackout period is continuing, the holder’s exercise of such right will be void unless and until the registration statement is effective. For so long as there is a material business transaction or development that has not yet been publicly disclosed, we will not be required to file such registration statement or provide such a prospectus, and the fundamental change early settlement right will not be available, until we have publicly disclosed such transaction or development; *provided* that we will use commercially reasonable efforts to make such disclosure as soon as it is commercially reasonable to do so.

Our obligation, if any, to pay or deliver the make-whole shares upon exercise of your fundamental change early settlement right with respect to your purchase contracts could be considered a penalty, in which case the enforceability thereof would be subject to general principles of equity.

You may not be able to exercise your right to settle a purchase contract prior to the purchase contract settlement date unless a registration statement under the Securities Act is in effect and a prospectus is available covering the shares our common stock and other securities, if any, deliverable upon early settlement of a purchase contract.

The early settlement right and the fundamental change early settlement right under the purchase contracts are subject to the condition that, if required under the U.S. federal securities laws, we have a registration statement under the Securities Act in effect and an available prospectus covering the shares of our common stock and other securities, if any, deliverable upon settlement of a purchase contract. Although we have agreed to use our commercially reasonable efforts to have such a registration statement in effect and to provide a prospectus if

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so required under the U.S. federal securities laws, any failure or inability to maintain an effective registration statement or to have available a prospectus covering the shares our common stock and other securities, if any, deliverable upon early settlement of a purchase contract, including as a result of pending corporate events or announcements that prevent the delivery of a current prospectus, may prevent or delay an early settlement.

You may be required to recognize income without a corresponding receipt of cash to the extent we elect to pay contract adjustment payments in stock or we elect to defer contract adjustment payments.

We may, at our option, pay contract adjustment payments under the purchase contracts wholly or partly in our common stock or defer the payment of all or part of the contract adjustment payments, as described under “Description of the Purchase Contracts—Contract Adjustment Payments.” For U.S. federal income tax purposes, you may be required to recognize ordinary income with respect to the contract adjustment payments even if we pay them partly or wholly in common stock. We intend to report the contract adjustment payments in a manner consistent with this treatment. In addition, if we make such a deferral, and you use the accrual method of accounting for tax purposes, you may be required to continue to recognize income for U.S. federal income tax purposes in respect of the purchase contracts in advance of your receipt of any corresponding cash payments. You are urged to consult your tax advisors concerning the possible alternative characterization and tax treatment of the contract adjustment payments. For further details, see “Material U.S. Federal Income and Estate Tax Consequences.”

Under certain circumstances, you may be treated as receiving a taxable distribution on our common stock even though you do not receive any actual distribution.

For United States federal income tax purposes, you may be treated as receiving a constructive distribution from us with respect to the purchase contract if (1) the purchase contract settlement rates are adjusted (or fail to be adjusted) and, as a result of the adjustment (or failure to adjust), your proportionate interest in our assets or earnings and profits is increased, and (2) the adjustment (or failure to adjust) is not made pursuant to a bona fide, reasonable anti-dilution formula. For example, if the maximum settlement rates are adjusted as a result of a distribution that is taxable to the holders of our common stock, such as an increase in our quarterly cash dividend, you may be deemed to have received a “constructive distribution” of our stock. Thus, under certain circumstances, an adjustment to the maximum settlement rates might give rise to a taxable deemed dividend to you even though you do not actually receive any cash or other distribution in connection with such adjustment. If you are a non-U.S. holder (as defined under “Material U.S. Federal Income and Estate Tax Consequences”), such constructive dividend may be subject to United States federal withholding tax at a 30% rate unless certain conditions are satisfied and subject to an applicable tax treaty. If we pay withholding taxes on your behalf as a result of an adjustment to the settlement rate, we may, at our option, withhold such payments from other amounts such as cash or common stock otherwise due to you. For further details, see “Material U.S. Federal Income and Estate Tax Consequences.”

We intend to report contract adjustment payments as ordinary income for U.S. federal income tax purposes subject to withholding to the extent made to non-U.S. holders.

We intend to treat any contract adjustment payments paid to a non-U.S. holder (as defined under “Material U.S. Federal Income and Estate Tax Consequences”) as ordinary income generally subject to withholding tax at a 30% rate unless certain conditions are satisfied and subject to an applicable tax treaty. If we pay withholding taxes on your behalf in respect of a contract adjustment payment paid in stock, we may, at our option, withhold such payments from payments of cash and/or from common stock delivered under the purchase contract. You are urged to consult your tax advisors concerning the possible alternative characterization and tax treatment of the contract adjustment payments. For further details, see “Material U.S. Federal Income and Estate Tax Consequences.”

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Risk Factors Relating to Our Common Stock

The price of our common stock may be adversely affected by the issuance and sale of our common stock, including upon the settlement of the purchase contracts or conversion of the mandatory convertible preferred stock.

We cannot predict the effect that future issuances or sales of our common stock, if any, including those made upon the settlement of the purchase contracts or conversion of the mandatory convertible preferred stock, may have on the market price for our common stock. The issuance and sale of substantial amounts of common stock, including issuances and sales upon the settlement of the purchase contracts or conversion of the mandatory convertible preferred stock, could adversely affect the market price of our common stock.

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USE OF PROCEEDS

The aggregate net proceeds to us from the sale of the Equity Units, after deducting the underwriting discounts but before deducting our other fees and expenses related to the offering, will be approximately \$730.4 million (or approximately \$839.9 million if the underwriters exercise their over-allotment option in full).

We intend to use the net proceeds from this offering for renewable generation investments and general corporate purposes, including additions to working capital and repayment of existing indebtedness. This offering is consistent with meeting our near and long-term financial plan. The Equity Unit structure of this offering allows us to retain share price upside while aligning the expected proceeds with our renewable investment needs.

This offering is expected to satisfy all of our anticipated discrete equity needs through 2024 (except for issuances under our existing programmatic “at-the-market offering” program) and eliminates the need for the discrete (block) equity issuance we originally planned for calendar years 2022 or 2023.

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CAPITALIZATION

The table below shows our capitalization on a consolidated basis as of December 31, 2020. The “As Adjusted” column reflects our capitalization after giving effect to this offering of Equity Units and the intended use of net proceeds from this offering. The table below assumes that the over-allotment option is not exercised in this offering.

You should read this table along with our audited financial statements contained in our Annual Report on Form 10-K for the year ended December 31, 2020, as well as “Incorporation By Reference” and “Use of Proceeds” in this prospectus supplement and “Where You Can Find More Information.” in the accompanying prospectus.

	December 31, 2020	
	(in millions)	
	Actual	As Adjusted
Cash and cash equivalents	\$ 116.5	\$ 339.5
Short-term borrowings (including current portion of long-term debt)	\$ 526.3	\$ 23.3
Long-term debt (excluding amounts due within one year)	9,219.8	9,219.8
Preferred stockholders’ equity	880.0	1,610.0
Common stockholders’ equity	4,872.2	4,721.5
Noncontrolling interest in consolidated subsidiaries	85.6	85.6
Total capitalization	\$ 15,057.6	\$ 15,636.9

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ACCOUNTING TREATMENT

The proceeds from the sale of the Corporate Units will be allocated between the purchase contract, contract adjustment payments and the mandatory convertible preferred stock based on the fair value of each at the date of the offering. It is expected that the aggregate liquidation preference of the mandatory convertible preferred stock will be recorded as equity at inception. The fair value of the Corporate Unit contract adjustment payments will be initially charged to shareholders' equity, with an offsetting credit to liabilities. This liability is accreted over approximately 2.625 years by interest charges. Actual contract adjustment payments reduce this liability.

The purchase contracts are forward transactions in our common stock. Upon settlement of each purchase contract, we will receive \$100 on the purchase contract and will issue the requisite number of shares of our common stock. The \$100 per purchase contract that we receive will be credited to shareholders' equity.

Prior to settlement, the number of shares of our common stock that would be issuable at the end of each reporting period as a result of the purchase contracts will be reflected in our diluted earnings per share calculation, using the "if-converted method" under US GAAP. Under this method, if the stock price falls below the reference price the number of shares of our common stock used in calculating diluted earnings per share (based on the settlement formula applied at the end of the reporting period) will be the maximum number of shares per the contract. Conversely, if the stock price is above the reference price, a variable number of shares of our common stock will be used in calculating diluted earnings per share. As such, we anticipate there will be a dilutive effect on our earnings per share from the purchase contracts prior to settlement.

Convertible securities factor into the earnings per share calculation under the "if-converted method", if dilutive. Such securities are typically assumed to be converted at the beginning of the period or upon issuance (if later), with the resulting shares of common stock included in the denominator of the diluted earnings per share calculation for the entire period being presented. However, under the "if-converted method", contingently convertible shares where conversion is not tied to a market price trigger are excluded from the calculation of diluted EPS until such time as the contingency has been resolved.

The mandatory convertible preferred stock included with the Corporate Units fall under this latter category, where the conversion is contingent on a successful remarketing of the preferred host. As a result, shares of the mandatory convertible preferred stock will be assumed to be converted to common stock at the beginning of the applicable reporting period when the contingency has resolved, and the resulting shares of common stock are included in the denominator of the diluted earnings per share calculation for the entire period being presented.

On August 5, 2020, the Financial Accounting Standards Board issued Accounting Standard Update 2020-06, which simplifies the accounting for certain financial instruments with characteristics of liabilities and equity, including convertible instruments and contracts on an entity's own equity. The Company will apply the new standard beginning in January 2022. This new standard will impact 1) how the stock price is calculated for deriving diluted shares under the forward contract and 2) the contract adjustment payments will be included in the diluted share calculation.

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DESCRIPTION OF THE EQUITY UNITS

In this Description of the Equity Units, “we,” “us” and “our” refer only to NiSource Inc. and any successor obligor, and not to any of its subsidiaries.

The following is a summary of some of the terms of the Equity Units. This summary, together with the summary of the terms of the purchase contracts, the purchase contract and pledge agreement, the mandatory convertible preferred stock and our common stock set forth under the captions “Description of the Purchase Contracts,” “Certain Provisions of the Purchase Contract and Pledge Agreement” and “Description of the Mandatory Convertible Preferred Stock” in this prospectus supplement and under the caption “Description of Capital Stock—Common Stock” in the accompanying prospectus, is a description of the material terms of the Equity Units but does not purport to be complete, and we refer you to the documents which will govern your rights as holders of the Equity Units and which have been or will be filed and incorporated by reference as exhibits to the registration statement of which this prospectus supplement and the accompanying base prospectus form a part, including the purchase contract and pledge agreement and the certificate of designations.

General

We will issue the Equity Units under the purchase contract and pledge agreement between us and U.S. Bank National Association, as purchase contract agent (the “purchase contract agent”), and U.S. Bank National Association, as collateral agent (the “collateral agent”), custodial agent (the “custodial agent”), and securities intermediary (the “securities intermediary”). The Equity Units may be Corporate Units, Treasury Units or Cash Settled Units. The Equity Units will initially consist of 7,500,000 Corporate Units (or 8,625,000 Corporate Units if the underwriters exercise their over-allotment option in full), each with a stated amount of \$100. Each Corporate Unit offered by us will consist of:

- (1) a purchase contract under which:
 - the holder will agree to purchase from us on December 1, 2023, which we refer to as the “purchase contract settlement date,” and we will agree to sell to the holder, unless the purchase contract terminates prior to that date as described under “Description of the Purchase Contracts—Termination” or is settled early as described under “Description of the Purchase Contracts—Early Settlement” or “—Early Settlement Upon a Fundamental Change,” for \$100, a number of shares of our common stock equal to the applicable settlement rate described under “Description of the Purchase Contracts—Purchase of Common Stock,” “—Early Settlement” or “—Early Settlement Upon a Fundamental Change,” as the case may be, *plus*, in the case of an early settlement upon a fundamental change, an additional make-whole amount of shares as described under “Description of the Purchase Contracts—Early Settlement Upon a Fundamental Change—Calculation of Make-Whole Shares”; and
 - we will pay to the holder quarterly contract adjustment payments at the rate of 7.75% of the stated amount of \$100 per year, subject to our right to defer such contract adjustment payments, payable in cash, shares of our common stock or a combination thereof, at our election; and
- (2) either:
 - a 1/10th, or 10%, undivided beneficial ownership in one share of Series C Mandatory Convertible Preferred Stock, par value \$0.01 per share, with a liquidation preference of \$1,000 per share (the “mandatory convertible preferred stock”), issued by us; or
 - following a successful optional remarketing, the applicable ownership interest in a portfolio of U.S. Treasury securities, which we refer to as the “Treasury portfolio.”

“Applicable ownership interest” means, with respect to a Corporate Unit and the U.S. Treasury securities in the Treasury portfolio, a 1/10, or 10%, undivided beneficial ownership interest in \$1,000 face amount of U.S. Treasury securities (or principal or interest strips thereof) included in the Treasury portfolio that matures on or prior to the purchase contract settlement date.

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The fair market value of the Corporate Units we issue will be recorded in our financial statements based on an allocation between the purchase contracts, the contract adjustment payments and the mandatory convertible preferred stock in proportion to their respective fair market values at the time of issuance. Under the purchase contract and pledge agreement, you will be deemed to have agreed to allocate the entire purchase price to your mandatory convertible preferred stock as described under “Material U.S. Federal Income and Estate Tax Consequences—Tax Treatment of the Equity Units.”

As long as an Equity Unit is in the form of a Corporate Unit, any ownership interest in a share of mandatory convertible preferred stock or any applicable ownership interest in the Treasury portfolio forming a part of the Corporate Unit will be pledged to us through the collateral agent to secure your obligation to purchase our common stock under the related purchase contract.

Creating Treasury Units by Substituting a Treasury Security for Mandatory Convertible Preferred Stock

Each holder of 10 Corporate Units may create, at any time other than (i) if we elect to conduct an optional remarketing, during the period from 4:00 p.m., New York City time, on the second business day immediately preceding the first day of any optional remarketing period until the settlement date of such remarketing or the date we announce that no successful optional remarketing has occurred during the optional remarketing period, (ii) following any successful remarketing (unless a condition precedent set forth in the remarketing agreement is not fulfilled prior to the scheduled settlement date for such remarketing), (iii) the period from 4:00 p.m., New York City time, on the second business day immediately preceding the first day of the final remarketing period until 9:00 a.m., New York City time, on the business day immediately succeeding the last day of the final remarketing period and (iv) the period from and after 4:00 p.m., New York City time, on the second business day immediately prior to the purchase contract settlement date (we refer to each such period as a “blackout period”), 10 Treasury Units by substituting for the share of mandatory convertible preferred stock that is a component of 10 Corporate Units a zero-coupon U.S. Treasury security with a principal amount of \$1,000 that matures on or prior to December 1, 2023 (e.g., CUSIP No. 9128206B8), which we refer to as a “Treasury security.” This substitution would create 10 Treasury Units, and the related share of mandatory convertible preferred stock would be released to the holder and would be separately tradable from the Treasury Units. Because the mandatory convertible preferred stock is issued with a liquidation preference of \$1,000 per share, holders of Corporate Units may make this substitution only in integral multiples of 10 Corporate Units.

Each Treasury Unit will consist of:

- (1) a purchase contract under which:
 - the holder will agree to purchase from us on the purchase contract settlement date, and we will agree to sell to the holder, unless the purchase contract terminates prior to that date as described under “Description of the Purchase Contracts— Termination” or is settled early as described under “Description of the Purchase Contracts—Early Settlement” or “— Early Settlement Upon a Fundamental Change,” for \$100, a number of shares of our common stock equal to the applicable settlement rate described under “Description of the Purchase Contracts—Purchase of Common Stock,” “—Early Settlement” or “—Early Settlement Upon a Fundamental Change,” as the case may be, *plus*, in the case of an early settlement upon a fundamental change, an additional make-whole amount of shares as described under “Description of the Purchase Contracts —Early Settlement Upon a Fundamental Change—Calculation of Make-Whole Shares”; and
 - we will pay to the holder quarterly contract adjustment payments at the rate of 7.75% of the stated amount of \$100 per year, subject to our right to defer such contract adjustment payments, payable in cash, shares of our common stock or a combination thereof, at our election; and
- (2) a 1/10th, or 10%, undivided beneficial ownership interest in a Treasury security.

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The term “business day” means any day other than a Saturday or a Sunday or any other day on which banking institutions and trust companies in New York City, New York are authorized or required by law or executive order to remain closed.

To create 10 Treasury Units, a holder is required to:

- deposit with the collateral agent a Treasury security, which must be purchased in the open market at the expense of the Corporate Unit holder, unless otherwise owned by the holder; and
- transfer to the purchase contract agent 10 Corporate Units, accompanied by a notice stating that the holder of the Corporate Units has deposited the Treasury security with the collateral agent, and requesting that the purchase contract agent instruct the collateral agent in writing to release the related share of mandatory convertible preferred stock.

Promptly following receipt of written instructions from the purchase contract agent and receipt of the Treasury security, the collateral agent will release the related share of mandatory convertible preferred stock from the pledge and deliver it to the purchase contract agent on behalf of the holder, free and clear of our security interest. The purchase contract agent then will:

- cancel the 10 Corporate Units;
- transfer the related share of mandatory convertible preferred stock to the holder; and
- deliver or cause to be delivered 10 Treasury Units to the holder.

The Treasury Unit holder’s beneficial ownership interest in the Treasury security will be substituted for the share of mandatory convertible preferred stock and will be pledged to us through the collateral agent to secure the holder’s obligation to purchase shares of our common stock under the related purchase contracts. The share of mandatory convertible preferred stock thereafter will trade and be transferable separately from the Treasury Units.

Holders who create Treasury Units or recreate Corporate Units, as discussed below, will be responsible for any taxes, governmental charges or other fees or expenses (including, without limitation, reasonable fees and expenses of the purchase contract agent, the collateral agent, the custodial agent and the securities intermediary and their respective counsel) payable in connection with the creation of Treasury Units, the recreation of Corporate Units and any related substitutions of collateral. See “Certain Provisions of the Purchase Contract and Pledge Agreement—Miscellaneous.”

There are risks associated with the creation of Treasury Units, in particular if you continue to hold the separate shares of mandatory convertible preferred stock and a Remarketing Failure occurs. See “Risk Factors—Risk Factors Relating to the Equity Units—If a Remarketing Failure occurs and you hold Treasury Units or Cash Settled Units and separate shares of mandatory convertible preferred stock, you must recreate Corporate Units in order to avoid losing your pledged Treasury securities or cash and being left with mandatory convertible preferred stock with little economic value” and “Risk Factors—Risk Factors Relating to the Mandatory Convertible Preferred Stock—If a Remarketing Failure occurs, the mandatory convertible preferred stock will not convert into any shares of our common stock and will be automatically transferred to us on or around March 1, 2024 without any payment of cash or shares of our common stock thereon.”

Recreating Corporate Units from Treasury Units

Each holder of 10 Treasury Units will have the right, at any time other than during a blackout period, to substitute for the related Treasury security held by the collateral agent one share of mandatory convertible preferred stock for each such 10 Treasury Units. This substitution would recreate Corporate Units and the applicable Treasury security would be released to the holder. Because the mandatory convertible preferred stock is issued with a liquidation preference of \$1,000 per share, holders of Treasury Units may make the substitution only in integral multiples of 10 Treasury Units.

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To recreate 10 Corporate Units, a holder is required to:

- deposit with the collateral agent one share of mandatory convertible preferred stock, which must be purchased in the open market at the expense of the Treasury Unit holder, unless otherwise owned by the holder; and
- transfer to the purchase contract agent 10 Treasury Units, accompanied by a notice stating that the holder of the Treasury Units has deposited one share of mandatory convertible preferred stock with the collateral agent, and requesting that the purchase contract agent instruct the collateral agent in writing to release the related Treasury security.

Promptly following receipt of written instructions from the purchase contract agent and receipt of the share of mandatory convertible preferred stock, the collateral agent will release the related Treasury security from the pledge by directing the securities intermediary to transfer such Treasury security to the purchase contract agent on behalf of the holder, free and clear of our security interest. The purchase contract agent then will:

- cancel the 10 Treasury Units;
- transfer the related Treasury security to the holder; and
- deliver or cause to be delivered 10 Corporate Units to the holder.

The share of mandatory convertible preferred stock will be substituted for the Treasury security and will be pledged to us through the collateral agent to secure the holder's obligation to purchase shares of our common stock under the related purchase contracts. The Treasury security thereafter will trade and be transferable separately from the Corporate Units.

If (1) despite using its reasonable best efforts, the remarketing agent cannot remarket the mandatory convertible preferred stock on or prior to the last day of the final remarketing period, at a price equal to or greater than \$1,000 *multiplied by* the aggregate number of shares of mandatory convertible preferred stock to be remarketed or (2) the final remarketing has not occurred on or prior to the last day of the final remarketing period, or the final remarketing has not settled as set forth in the remarketing agreement, because a condition precedent to the remarketing has not been fulfilled or otherwise, which we refer to in each case as a "Remarketing Failure," no shares of our common stock will be delivered upon automatic conversion of the mandatory convertible preferred stock that remains outstanding following the purchase contract settlement date and each such share of mandatory convertible preferred stock will be automatically transferred to us on or around March 1, 2024 without any payment of cash or shares of our common stock thereon. If you had created Treasury Units and a Remarketing Failure occurs, you will have from 9:00 a.m., New York City time, on the business day immediately succeeding the last day of the final remarketing period until 4:00 p.m., New York City time, on the second business day immediately prior to the purchase contract settlement date to recreate Corporate Units with separate shares of mandatory convertible preferred stock, in order for such shares to be automatically applied in satisfaction of your obligations under the related purchase contracts as described in "Description of the Mandatory Convertible Preferred Stock—Automatic Settlement upon Failed Final Remarketing." If you do not recreate Corporate Units during this period, your pledged Treasury security will be used to satisfy your obligations under the related purchase contracts, and, if you hold shares of separate mandatory convertible preferred stock, those shares will no longer convert into common stock and will be automatically transferred to us on or around March 1, 2024 without any payment of cash or shares of our common stock thereon. See "Risk Factors—Risk Factors Relating to the Equity Units—If a Remarketing Failure occurs and you hold Treasury Units or Cash Settled Units and separate shares of mandatory convertible preferred stock, you must recreate Corporate Units in order to avoid losing your pledged Treasury securities or cash and being left with mandatory convertible preferred stock with little economic value", "Risk Factors—Risk Factors Relating to the Mandatory Convertible Preferred Stock—If a Remarketing Failure occurs, the mandatory convertible preferred stock will not convert into any shares of our common stock and will be automatically transferred to us on or around March 1, 2024 without any payment of cash or shares of our common stock thereon" and "Risk Factors—Risk Factors Relating to the Equity Units—Because the Equity Units and mandatory convertible preferred stock will

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initially be issued in book-entry form, holders must rely on DTC's procedures to receive communications relating to the Equity Units and mandatory convertible preferred stock and exercise their rights and remedies."

Creating Cash Settled Units from Corporate Units

Each holder of 10 Corporate Units may create, only during the period after the date we give notice of a final remarketing (as defined under "Description of the Purchase Contracts—Final Remarketing") and prior to 4:00 p.m., New York City time, on the second business day immediately preceding the first day of the final remarketing period, Cash Settled Units by substituting for the share of mandatory convertible preferred stock that is a component of the Corporate Units \$1,000 in cash. This substitution would create 10 Cash Settled Units, and the related share of mandatory convertible preferred stock would be released to the holder and would be separately tradable from the Cash Settled Units. Because the mandatory convertible preferred stock is issued with a liquidation preference of \$1,000 per share, holders of Corporate Units may make this substitution only in integral multiples of 10 Corporate Units. Holders of Cash Settled Units do not have the right to recreate Corporate Units or create Treasury Units.

Each Cash Settled Unit will consist of:

- (1) a purchase contract under which:
 - the holder will agree to purchase from us on the purchase contract settlement date, and we will agree to sell to the holder, unless the purchase contract terminates prior to that date as described under "Description of the Purchase Contracts—Termination" or is settled early as described under "Description of the Purchase Contracts—Early Settlement Upon a Fundamental Change", for \$100, a number of shares of our common stock equal to the applicable settlement rate described under "Description of the Purchase Contracts—Purchase of Common Stock" or "—Early Settlement Upon a Fundamental Change," as the case may be, *plus*, in the case of an early settlement upon a fundamental change, an additional make-whole amount of shares as described under "Description of the Purchase Contracts—Early Settlement Upon a Fundamental Change—Calculation of Make-Whole Shares"; and
 - we will pay to the holder the final quarterly contract adjustment payment due on the purchase contract settlement date (including any accrued and unpaid deferred contract adjustment payments and compounded contract adjustment payments thereon), payable in cash, shares of our common stock or a combination thereof, at our election; and
- (2) \$100 in cash.

To create 10 Cash Settled Units, a holder is required to:

- deposit with the collateral agent \$1,000 in cash; and
- transfer to the purchase contract agent 10 Corporate Units, accompanied by a notice stating that the holder of the Corporate Units has deposited \$1,000 in cash with the collateral agent, and requesting that the purchase contract agent instruct the collateral agent in writing to release the related share of mandatory convertible preferred stock.

Promptly following receipt of written instructions from the purchase contract agent and receipt of \$1,000 in cash, the collateral agent will release the related share of mandatory convertible preferred stock from the pledge and deliver it to the purchase contract agent on behalf of the holder, free and clear of our security interest. The purchase contract agent then will:

- cancel the 10 Corporate Units;
- transfer the related share of mandatory convertible preferred stock to the holder; and
- deliver or cause to be delivered 10 Cash Settled Units to the holder.

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The \$1,000 of cash will be substituted for the share of mandatory convertible preferred stock and will be pledged to us through the collateral agent to secure the holder's obligation to purchase shares of our common stock under the related purchase contracts. Cash held as a component of the Cash Settled Unit will be held in a non-interest bearing account as set forth in the purchase contract and pledge agreement. The share of mandatory convertible preferred stock thereafter will trade and will be transferable separately from the Cash Settled Units.

Holders who create Cash Settled Units, as discussed below, will be responsible for any taxes, governmental charges or other fees or expenses (including, without limitation, the reasonable fees and expenses of the purchase contract agent, the collateral agent, the custodial agent and the securities intermediary and their respective counsel) payable in connection with the creation of Cash Settled Units and any related substitutions of collateral. See "Certain Provisions of the Purchase Contract and Pledge Agreement—Miscellaneous."

There are risks associated with the creation of Cash Settled Units, in particular if you continue to hold the separate shares of mandatory convertible preferred stock and a Remarketing Failure occurs. See "Risk Factors—Risk Factors Relating to the Equity Units—If a Remarketing Failure occurs and you hold Treasury Units or Cash Settled Units and separate shares of mandatory convertible preferred stock, you must recreate Corporate Units in order to avoid losing your pledged Treasury securities or cash and being left with mandatory convertible preferred stock with little economic value" and "Risk Factors—Risk Factors Relating to the Mandatory Convertible Preferred Stock—If a Remarketing Failure occurs, the mandatory convertible preferred stock will not convert into any shares of our common stock and will be automatically transferred to us on or around March 1, 2024 without any payment of cash or shares of our common stock thereon."

Recreating Corporate Units from Cash Settled Units

If no successful remarketing occurs during the final remarketing period or a condition precedent set forth in the remarketing agreement for the final remarketing is not fulfilled, each holder of 10 Cash Settled Units will have the right, at any time from and after 9:00 a.m., New York City time, on the business day immediately succeeding the last day of the final remarketing period (or the date of such failure under the remarketing agreement, as the case may be), until 4:00 p.m., New York City time, on the second business day immediately prior to the purchase contract settlement date, to substitute for the related \$1,000 in cash held by the collateral agent one share of mandatory convertible preferred stock for each such 10 Cash Settled Units. This substitution would recreate Corporate Units and the applicable \$1,000 of cash would be released to the holder. Because the mandatory convertible preferred stock is issued with a liquidation preference of \$1,000 per share, holders of Cash Settled Units may make the substitution only in integral multiples of 10 Cash Settled Units.

To recreate 10 Corporate Units, a holder is required to:

- deposit with the collateral agent one share of mandatory convertible preferred stock, which must be purchased in the open market at the expense of the Cash Settled Unit holder, unless otherwise owned by the holder; and
- transfer to the purchase contract agent 10 Cash Settled Units, accompanied by a notice stating that the holder of the Cash Settled Units has deposited one share of mandatory convertible preferred stock with the collateral agent, and requesting that the purchase contract agent instruct the collateral agent in writing to release the related \$1,000 of cash.

Promptly following receipt of written instructions from the purchase contract agent and receipt of the share of mandatory convertible preferred stock, the collateral agent will release the related \$1,000 of cash from the pledge by directing the securities intermediary to transfer such \$1,000 of cash to the purchase contract agent on behalf of the holder, free and clear of our security interest. The purchase contract agent then will:

- cancel the 10 Cash Settled Units;
- transfer the related \$1,000 of cash to the holder; and

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- deliver or cause to be delivered 10 Corporate Units to the holder.

The share of mandatory convertible preferred stock will be substituted for the \$1,000 of cash and will be pledged to us through the collateral agent to secure the holder's obligation to purchase shares of our common stock under the related purchase contracts, with such share to be applied to satisfy such obligation as set forth under "Description of the Mandatory Convertible Preferred Stock—Automatic Settlement Upon Failed Final Remarketing."

If a Remarketing Failure occurs, with respect to any shares of mandatory convertible preferred stock that remain outstanding following the purchase contract settlement date, no shares of our common stock will be delivered upon automatic conversion of such shares of mandatory convertible preferred stock and each such share of mandatory convertible preferred stock will be automatically transferred to us on or around March 1, 2024 without any payment of cash or shares of our common stock thereon. If you had created Cash Settled Units in advance of the final remarketing period and a Remarketing Failure occurs, you will have from 9:00 a.m., New York City time, on the business day immediately succeeding the last day of the final remarketing period until 4:00 p.m., New York City time, on the second business day immediately prior to the purchase contract settlement date to recreate Corporate Units with separate shares of mandatory convertible preferred stock, in order for such shares to be automatically applied in satisfaction of your obligations under the related purchase contracts as described in "Description of the Mandatory Convertible Preferred Stock—Automatic Settlement upon Failed Final Remarketing." If you do not recreate Corporate Units during this period, your pledged cash will be used to satisfy your obligations under the related purchase contracts, and, if you hold shares of separate mandatory convertible preferred stock, those shares will no longer convert into shares of our common stock and they will be automatically transferred to us on or around March 1, 2024 without any payment of cash or shares of our common stock thereon.

See "Risk Factors—Risk Factors Relating to the Equity Units—If a Remarketing Failure occurs and you hold Treasury Units or Cash Settled Units and separate shares of mandatory convertible preferred stock, you must recreate Corporate Units in order to avoid losing your pledged Treasury securities or cash and being left with mandatory convertible preferred stock with little economic value", "Risk Factors—Risk Factors Relating to the Mandatory Convertible Preferred Stock—If a Remarketing Failure occurs, the mandatory convertible preferred stock will not convert into any shares of our common stock and will be automatically transferred to us on or around March 1, 2024 without any payment of cash or shares of our common stock thereon" and "Risk Factors—Risk Factors Relating to the Equity Units—Because the Equity Units and mandatory convertible preferred stock will initially be issued in book-entry form, holders must rely on DTC's procedures to receive communications relating to the Equity Units and mandatory convertible preferred stock and exercise their rights and remedies."

Current Payments

Holders of Corporate Units and Treasury Units will receive quarterly contract adjustment payments payable by us at the rate of 7.75% per year on the stated amount of \$100 per Equity Unit until the earliest of the purchase contract settlement date, the fundamental change early settlement date (in the case of a fundamental change where the holder has elected to settle its purchase contracts early in connection with such fundamental change as described in "Description of the Purchase Contracts—Early Settlement Upon a Fundamental Change") and the most recent quarterly payment date on or before an early settlement as described in "Description of the Purchase Contracts—Early Settlement." Holders of Cash Settled Units will receive the final quarterly contract adjustment payment payable by us on the purchase contract settlement date. Holders of Corporate Units will not receive any dividends on the mandatory convertible preferred stock attributable to such Corporate Units (but will receive distributions on the applicable ownership interest in the Treasury portfolio, if any, if the mandatory convertible preferred stock has been replaced by the Treasury portfolio) and the liquidation preference of the mandatory convertible preferred stock will not accrete. Any contract adjustment payments may be paid in cash, shares of our common stock or a combination thereof, at our election, as described herein. There will be no distributions in

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respect of the Treasury securities that are a component of the Treasury Units or the cash that is a component of the Cash Settled Units. If dividends become payable on the mandatory convertible preferred stock in connection with a successful remarketing, the holders of Treasury Units or Cash Settled Units that continue to hold the shares of mandatory convertible preferred stock that were released to them when such Treasury Units or Cash Settled Units were created, will receive, when, as and if declared by our board of directors, a dividend payment on their separate shares of mandatory convertible preferred stock on March 1, 2024 (or, at our election in consultation with the remarketing agent in connection with a successful optional remarketing, on each of December 1, 2023 and March 1, 2024) if they continue to hold such shares.

We will make all contract adjustment payments quarterly in arrears on March 1, June 1, September 1 and December 1 of each year (except where such date is not a business day, in which case contract adjustment payments will be payable as of the next subsequent business day, without adjustment), commencing on June 1, 2021.

We have the right to defer payment of quarterly contract adjustment payments as described under “Description of the Purchase Contracts—Contract Adjustment Payments.” Even if dividends become payable on the mandatory convertible preferred stock in connection with a successful remarketing, and dividends therefore begin to accumulate on the mandatory convertible preferred stock, we are not obligated to declare or pay any such dividends on the mandatory convertible preferred stock, as described under “Description of the Mandatory Convertible Preferred Stock—Dividends.”

Listing

We intend to apply for listing of the Corporate Units on the New York Stock Exchange and expect trading to commence within 30 days of the date of initial issuance of the Corporate Units under the symbol “NIMC,” but there is no guarantee that such listing will be approved. Unless and until substitution has been made as described above, none of the mandatory convertible preferred stock component of a Corporate Unit, the Treasury security component of a Treasury Unit nor the cash component of a Cash Settled Unit will trade separately from Corporate Units, Treasury Units or Cash Settled Units. The mandatory convertible preferred stock component will trade as a unit with the purchase contract component of the Corporate Units, the Treasury security component will trade as a unit with the purchase contract component of the Treasury Units and the cash component will trade as a unit with the purchase contract component of the Cash Settled Units. In addition, if Treasury Units, Cash Settled Units or shares of mandatory convertible preferred stock are separately traded to a sufficient extent that the applicable exchange listing requirements are met, we may, but have no obligation to, cause the Treasury Units, Cash Settled Units or mandatory convertible preferred stock to be listed on the exchange on which the Corporate Units are then listed, including, if applicable, the New York Stock Exchange.

Voting and Certain Other Rights

Holders of purchase contracts forming part of the Corporate Units, Treasury Units, or Cash Settled Units, in their capacities as such holders, will have no voting or other rights in respect of our common stock. Holders of shares of mandatory convertible preferred stock, whether or not part of a Corporate Unit, will have only the limited voting rights described in “Description of the Mandatory Convertible Preferred Stock—Limited Voting Rights.”

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DESCRIPTION OF THE PURCHASE CONTRACTS

In this Description of the Purchase Contracts, “we,” “us” and “our” refer only to NiSource Inc. and any successor obligor, and not to any of its subsidiaries.

The following is a summary of certain provisions of the purchase contracts, which will be issued pursuant to the purchase contract and pledge agreement among us, the purchase contract agent, the collateral agent, the custodial agent and the securities intermediary. The following summary does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all of the provisions of the purchase contracts and of the purchase contract and pledge agreement, including the definitions in the purchase contracts of certain terms. Wherever particular provisions or defined terms of the purchase contracts are referred to, such provisions or defined terms are incorporated into this prospectus supplement by reference.

Purchase of Common Stock

Each purchase contract that is a part of a Corporate Unit, a Treasury Unit or a Cash Settled Unit will obligate its holder to purchase, and us to sell, on the purchase contract settlement date (unless the purchase contract terminates prior to that date as described under “—Termination” or is settled early at the holder’s option as described under “—Early Settlement” or “—Early Settlement Upon a Fundamental Change”), for \$100 in cash, a number of shares of our common stock equal to the settlement rate (together with cash, if applicable, in lieu of any fractional shares of common stock in the manner described below). The number of shares of our common stock issuable upon settlement of each purchase contract on the purchase contract settlement date (which we call the “settlement rate”) will be rounded to the nearest ten-thousandth of a share and determined as follows, subject to adjustment as described under “—Anti-dilution Adjustments” below:

- (1) If the applicable market value of our common stock is less than or equal to \$24.51, which we refer to as the “reference price,” the settlement rate will be 4.0800 shares of our common stock (which we refer to as the “maximum settlement rate”).

Accordingly, if the market price for our common stock decreases from the date of this prospectus supplement and during the market value averaging period (described below), the aggregate market value of the shares of common stock issued upon settlement of each purchase contract will be less than the stated amount of \$100, assuming that the market price on the purchase contract settlement date is the same as the applicable market value of the common stock.

- (2) If the applicable market value of our common stock is greater than the reference price, the settlement rate will be a number of shares of our common stock equal to \$100 *divided by* that applicable market value.

Accordingly, if the market price for the common stock increases from the date of this prospectus supplement and during the market value averaging period, the aggregate market value of the shares of common stock issued upon settlement of each purchase contract will be equal to the stated amount of \$100, assuming that the market price of the common stock on the purchase contract settlement date is the same as the applicable market value of the common stock.

The reference price initially equals the closing price of our common stock on the New York Stock Exchange on the pricing date for this offering.

If you elect to settle your purchase contract early in the manner described under “—Early Settlement,” the number of shares of our common stock issuable upon settlement of such purchase contract will be equal to 85% of the settlement rate determined in the manner set forth above but over a 40 consecutive trading day period beginning on the trading day immediately following the day you exercise your early settlement right, which we refer to as the “early settlement averaging period.” If you elect to settle your purchase contract early upon a fundamental change, the number of shares of our common stock issuable upon settlement will be determined as described under “—Early Settlement Upon a Fundamental Change.”

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The “applicable market value” of our common stock means the average of the daily VWAPs of our common stock during the market value averaging period.

The “market value averaging period” means the 40 consecutive trading day period beginning on, and including, the 41st scheduled trading day immediately preceding the purchase contract settlement date.

The “daily VWAP” of our common stock means, for each relevant trading day, the per share volume weighted average price as displayed under the heading Bloomberg VWAP on Bloomberg page “NI <EQUITY> AQR” (or its equivalent successor if such page is not available) in respect of the period from the scheduled open of trading on the relevant trading day until the scheduled close of trading on the relevant trading day (or if such VWAP is unavailable, the market price of one share of our common stock on such trading day determined, using a volume-weighted average method, by a nationally recognized independent investment banking firm retained for this purpose by us).

A “trading day” means (a) a day (i) on which the New York Stock Exchange, or, if our common stock is not then listed on the New York Stock Exchange, the principal exchange or quotation system on which our common stock is listed or admitted for trading, is scheduled to be open for business and (ii) on which there has not occurred or does not exist a market disruption event, or (b) if our common stock is not so listed or admitted for trading, a “trading day” means a business day.

A “scheduled trading day” is any day that is scheduled to be a trading day.

A “market disruption event” means (i) a failure by the primary U.S. national or regional securities exchange or market on which our common stock is listed or admitted for trading to open for trading during its regular trading session or (ii) the occurrence or existence prior to 1:00 p.m., New York City time, on any scheduled trading day for our common stock for more than one half-hour period in the aggregate during regular trading hours of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant stock exchange or otherwise) in our common stock or in any options contracts or futures contracts relating to our common stock.

If a market disruption event occurs on any scheduled trading day during the market value averaging period or any early settlement averaging period, we will notify investors on the calendar day on which such event occurs.

If 40 trading days for our common stock have not occurred during the period from, and including, the first day of the market value averaging period to, and including, the second scheduled trading day immediately prior to the purchase contract settlement date, all remaining trading days in the market value averaging period will be deemed to occur on that second scheduled trading day immediately prior to the purchase contract settlement date, and the daily VWAP of our common stock for each of those remaining trading days will be the daily VWAP of our common stock on that second scheduled trading day or, if such day is not a trading day, the closing price as of such day.

We will not issue any fractional shares of our common stock upon settlement of a purchase contract. Instead of a fractional share, the holder will receive an amount of cash equal to the percentage of a whole share represented by such fractional share *multiplied by* the closing price of our common stock on the trading day immediately preceding the purchase contract settlement date (or the trading day immediately preceding the relevant date for delivery of shares of our common stock, in the case of early settlement). If, however, a holder surrenders for settlement more than one purchase contract on the same date, then the number of shares of our common stock issuable pursuant to such purchase contracts will be computed based upon the aggregate number of purchase contracts surrendered on such date or, if the Equity Units are held in global book-entry form, based on such other aggregate number of purchase contracts being surrendered by the holder on the same date as DTC may otherwise require.

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The “closing price” per share of our common stock means, on any date of determination, the closing sale price (or if no closing sale price is reported, the average of the bid and ask prices or, if more than one in either case, the average of the average bid and the average ask prices) on that date as reported in composite transactions for the principal U.S. national or regional securities exchange on which our common stock is traded. If our common stock is not listed for trading on a U.S. national or regional securities exchange on the relevant date, the “closing price” will be the last quoted bid price for our common stock in the over-the-counter market on the relevant date as reported by OTC Markets Group Inc. or a similar organization. If our common stock is not so quoted, the “closing price” will be the average of the mid-point of the last bid and ask prices for our common stock on the relevant date from each of at least three nationally recognized independent investment banking firms selected by us for this purpose.

Unless:

- a holder has settled the related purchase contracts early by delivery of cash to the purchase contract agent in the manner described under “—Early Settlement” or “—Early Settlement Upon a Fundamental Change”; or
- an event described under “—Termination” has occurred,

then, on the purchase contract settlement date,

- in the case of Corporate Units where there has been a successful remarketing of the mandatory convertible preferred stock, a portion of the proceeds from the final remarketing, or the proceeds at maturity of the Treasury portfolio from an earlier optional remarketing, as applicable, equal to \$1,000 *multiplied by* the number of shares of the mandatory convertible preferred stock underlying the Corporate Units that were remarketed will automatically be applied to satisfy in full the holders’ obligations to purchase our common stock under the related purchase contracts (and, on the settlement date for such successful remarketing, any excess proceeds will have been delivered to the purchase contract agent for remittance on such date to the holders whose shares of mandatory convertible preferred stock were remarketed);
- in the case of Corporate Units where there has not been a successful remarketing of the mandatory convertible preferred stock, each holder will be deemed to have automatically delivered to us on the purchase contract settlement date the ownership interests in the shares of mandatory convertible preferred stock that are a part of such Corporate Units (unless such holder shall have elected to settle the related purchase contracts in cash as described under “—Final Remarketing”) to satisfy in full the holder’s obligations to purchase our common stock under the related purchase contracts;
- in the case of Treasury Units, the cash proceeds of the related Treasury securities, when paid at maturity, will automatically be applied to satisfy in full the holder’s obligation to purchase our common stock under the related purchase contracts and any excess proceeds will be delivered to the purchase contract agent for the benefit of the holders of the Treasury Units; and
- in the case of Cash Settled Units, the cash component of such units will automatically be applied to satisfy in full the holder’s obligation to purchase our common stock under the related purchase contracts.

Our common stock will then be issued and delivered to the holder or the holder’s designee, promptly following presentation and surrender of the certificate evidencing the Corporate Units, the Treasury Units or the Cash Settled Units, if in certificated form, and payment by the holder of any transfer or similar taxes payable in connection with the issuance of our common stock to any person other than the holder.

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Prior to the settlement of a purchase contract, the shares of our common stock underlying each purchase contract will not be outstanding, and the holder of a purchase contract will not have any voting rights, rights to dividends or other distributions or other rights of a holder of our common stock by virtue of holding such purchase contract.

By purchasing a Corporate Unit, a Treasury Unit or a Cash Settled Unit, a holder will be deemed to have, among other things:

- irrevocably appointed the purchase contract agent as its attorney-in-fact to enter into and perform the purchase contract and the related purchase contract and pledge agreement in the name of and on behalf of such holder; and
- agreed to be bound by the terms and provisions of the Corporate Units, Treasury Units and Cash Settled Units and perform its obligations under the related purchase contract and the purchase contract and pledge agreement.

In addition, each beneficial owner of an Equity Unit, by acceptance of the beneficial interest therein, will be deemed to have agreed to treat itself as the owner of the related mandatory convertible preferred stock, applicable interest in the Treasury portfolio, Treasury securities or cash, as the case may be.

Remarketing

We will enter into a remarketing agreement with a nationally recognized investment banking firm, as remarketing agent. Pursuant to the remarketing agreement, remarketing of the mandatory convertible preferred stock underlying the Corporate Units and any separate shares of mandatory convertible preferred stock whose holders have elected to participate in the remarketing will be attempted as described below. We refer to each of an “optional remarketing” and the “final remarketing” (each as defined below) as a “remarketing.” No remarketing will occur if a termination event (as defined under “—Termination” below) has occurred or, in the case of an optional remarketing, certain other events have occurred as described below.

As described under “Description of the Mandatory Convertible Preferred Stock—Remarketing,” in connection with a successful remarketing, (i) dividends may become payable on the mandatory convertible preferred stock as described below and (ii) the minimum conversion rate of the mandatory convertible preferred stock may be increased as described below. If dividends become payable on the mandatory convertible preferred stock, such dividends will be payable at the applicable dividend rate determined in connection with such remarketing, when, as and if declared by our board of directors, on March 1, 2024 (or, at our election in consultation with the remarketing agent, on each of December 1, 2023 and March 1, 2024).

During any blackout period you do not have the right to:

- settle a purchase contract early;
- create Treasury Units;
- create Cash Settled Units; or
- recreate Corporate Units from Treasury Units or Cash Settled Units.

We will use commercially reasonable efforts to ensure that a registration statement with regard to the full amount of the mandatory convertible preferred stock to be remarketed will be effective in a form that may be used by the remarketing agent in connection with the remarketing process (unless such registration statement is not required under the applicable laws and regulations that are in effect at that time or unless we conduct any remarketing in accordance with an exemption under the securities laws).

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Optional Remarketing

Unless a termination event has occurred, we may elect, at our option, to remarket the mandatory convertible preferred stock during a period (which we call the “optional remarketing window”) beginning on and including September 1, 2023 and ending on and including November 3, 2023. Any remarketing in the optional remarketing window will occur during a fifteen-business day remarketing period (which we call an “optional remarketing period”) consisting of fifteen sequential possible remarketing dates selected by us and will include shares of mandatory convertible preferred stock underlying Corporate Units and other shares of mandatory convertible preferred stock of holders that have elected to include those shares in the remarketing as described under “Description of the Mandatory Convertible Preferred Stock—Remarketing of Shares That Are Not Included in Corporate Units.” We may attempt remarketings during multiple optional remarketing periods in the optional remarketing window so long as we issue a press release and give to the depositary at least 15 calendar days’ notice prior to the first day of any optional remarketing period as described below. We refer to a remarketing that occurs during the optional remarketing window as an “optional remarketing” and the date we price the mandatory convertible preferred stock offered in an optional remarketing as the “optional remarketing date.”

If we elect to conduct an optional remarketing, we and the remarketing agent will use our reasonable best efforts to remarket and price the mandatory convertible preferred stock. For the avoidance of doubt, and without limiting the generality of the foregoing, we and our board of directors will accept the terms of a successful optional remarketing if the closing price of our common stock at the time of the remarketing is above the threshold appreciation price of the mandatory convertible preferred stock (as defined under “Description of the Mandatory Convertible Preferred Stock—Mandatory Conversion”). In order for such optional remarketing to be successful, the remarketing agent must obtain a price (i) for shares of mandatory convertible preferred stock that are components of Corporate Units, that results in proceeds of at least 100% of the Treasury portfolio purchase price described below and (ii) for shares of mandatory convertible preferred stock that are not part of Corporate Units, at least equal to the separate mandatory convertible preferred stock purchase price (as defined in “Description of the Mandatory Convertible Preferred Stock—Remarketing of Shares That Are Not Included in Corporate Units”), which will be the same price, on a per share basis, as the shares of mandatory convertible preferred stock included as components of Corporate Units. To obtain that price, (a) dividends may become payable on the mandatory convertible preferred stock and/or (b) if the closing price of our common stock on the pricing date for a successful remarketing is less than or equal to the initial price (as defined under “Description of the Mandatory Convertible Preferred Stock—Mandatory Conversion”), the minimum conversion rate of the mandatory convertible preferred stock will be increased to an amount equal to \$1,000 *divided by* 117.5% of the closing price of our common stock on such date (rounded to the nearest ten-thousandth of a share), each as described under “Description of the Mandatory Convertible Preferred Stock—Terms of Remarketed Mandatory Convertible Preferred Stock.” The dividend rate and/or increased minimum conversion rate will be a fixed dividend rate and/or minimum conversion rate (subject to adjustment in certain circumstances) determined by our board of directors, after consultation with the remarketing agent, as the rate(s) the mandatory convertible preferred stock should bear and the terms the mandatory convertible preferred stock should include in order for the net remarketing proceeds to equal at least the sum of (x) 100% of the purchase price of the Treasury portfolio and (y) the separate mandatory convertible preferred stock purchase price for shares of mandatory convertible preferred stock that are not included in Corporate Units whose holders have elected to participate in the remarketing. We will not decrease the dividend rate or the minimum conversion rate, or change the maximum conversion rate, in connection with a successful optional remarketing of the mandatory convertible preferred stock.

Notwithstanding the foregoing, in no event will the increased minimum conversion rate for the mandatory convertible preferred stock exceed the then-current maximum conversion rate of the mandatory convertible preferred stock (which is initially 40.7997 shares of common stock and is subject to adjustment as set forth under “Description of the Mandatory Convertible Preferred Stock— Anti-dilution Adjustments”).

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We will issue a press release and request that the depository notify its participants holding Corporate Units, Treasury Units, and separate shares of mandatory convertible preferred stock as to the dates and procedures to be followed in any optional remarketing no later than 15 calendar days prior to the date we begin such optional remarketing.

Following a successful optional remarketing of the mandatory convertible preferred stock, the remarketing agent will purchase the Treasury portfolio at the Treasury portfolio purchase price (as defined below), and deduct such price from the proceeds of the optional remarketing. Any remaining proceeds will be promptly remitted after the optional remarketing settlement date by the remarketing agent to the purchase contract agent or custodial agent, as the case may be, for the benefit of the holders whose shares of mandatory convertible preferred stock were remarketed.

If we elect to conduct an optional remarketing and such remarketing is successful:

- settlement of the remarketed mandatory convertible preferred stock will occur on the third business day following the optional remarketing date, or such other date we and the remarketing agent agree to (we refer to such settlement date as the “optional remarketing settlement date”);
- dividends may become payable on all outstanding shares of mandatory convertible preferred stock (whether or not the holders of such shares elected to participate in the remarketing) and/or the minimum conversion rate of all outstanding shares of mandatory convertible preferred stock (whether or not the holders of such shares elected to participate in the remarketing) will be increased, if applicable, on the optional remarketing settlement date;
- any terms of the remarketed mandatory convertible preferred stock modified by us in accordance with the certificate of designations establishing the designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions of the mandatory convertible preferred stock (the “certificate of designations”) will become effective on the optional remarketing settlement date, if applicable;
- if dividends become payable on the mandatory convertible preferred stock, such dividends will be payable on March 1, 2024 (or, at our election in consultation with the remarketing agent, on each of December 1, 2023 and March 1, 2024) at the applicable dividend rate (as such dividend rate may be determined in connection with such remarketing) when, as and if declared by our board of directors;
- your Corporate Units will consist of a purchase contract and the applicable ownership interest in the Treasury portfolio, as described above; and
- you may no longer create Treasury Units or Cash Settled Units or recreate Corporate Units from Treasury Units.

If we do not elect to conduct an optional remarketing in the optional remarketing window, or no optional remarketing succeeds for any reason, the terms of the mandatory convertible preferred stock will not be modified and the shares of mandatory convertible preferred stock (other than separate shares of mandatory convertible preferred stock) will continue to be components of the Corporate Units and we and the remarketing agent will use reasonable best efforts to remarket and price the mandatory convertible preferred stock during the final remarketing period as described below.

For the purposes of a successful optional remarketing, “Treasury portfolio purchase price” means the lowest aggregate ask-side price quoted by a primary U.S. government securities dealer to the quotation agent selected by us between 9:00 a.m. and 4:00 p.m., New York City time, on the optional remarketing date for the purchase of the Treasury portfolio for settlement on the optional remarketing settlement date.

Following a successful optional remarketing, the remarketing agent will purchase, at the Treasury portfolio purchase price, the Treasury portfolio. If U.S. Treasury securities (or principal or interest strips thereof) that are to be included in the Treasury portfolio in connection with a successful optional remarketing have a yield that is

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less than zero, the Treasury portfolio will consist of an amount in cash equal to the aggregate principal amount at maturity of the U.S. Treasury securities described in the description of the Treasury portfolio under “Description of the Equity Units.” If the provisions set forth in this paragraph apply, references in this prospectus supplement to a “Treasury security” and “U.S. Treasury securities (or principal or interest strips thereof)” in connection with the Treasury portfolio will, thereafter, be deemed to be references to such amount in cash. Neither we, the purchase contract agent, the collateral agent, the custodial agent, the securities intermediary nor anyone else will be required to invest that cash.

The applicable ownership interests in the Treasury portfolio will be substituted for the shares of mandatory convertible preferred stock that are components of the Corporate Units and such applicable ownership interests will be pledged to us through the collateral agent to secure the Corporate Unit holders’ obligations under the purchase contracts. On the purchase contract settlement date, a portion of the proceeds from the Treasury portfolio equal to \$1,000 *multiplied by* the number of shares of mandatory convertible preferred stock that are components of the Corporate Units at the time of remarketing will automatically be applied to satisfy the Corporate Unit holders’ obligations to purchase our common stock under the purchase contracts.

If we elect to remarket the mandatory convertible preferred stock during an optional remarketing period and a successful remarketing has not occurred on or prior to the last day of the optional remarketing period, we will cause a notice of the failed remarketing of the mandatory convertible preferred stock to be published before 9:00 a.m., New York City time, on the business day immediately following the last date of the optional remarketing period. This notice will be validly published by making a timely release to any appropriate news agency, including, without limitation, Bloomberg Business News and the Dow Jones News Service. We will similarly cause a notice of a successful remarketing of the mandatory convertible preferred stock to be published before 9:00 a.m., New York City time, on the business day immediately following the date of such successful remarketing and we will request the depository to notify its participants holding separate shares of mandatory convertible preferred stock, if any, of the modified terms established for the mandatory convertible preferred stock during the optional remarketing on the business day following the date on which the mandatory convertible preferred stock was successfully remarketed.

Final Remarketing

Unless (i) a termination event has occurred or (ii) the Treasury portfolio has replaced the mandatory convertible preferred stock as a component of the Corporate Units as a result of a successful optional remarketing, the remarketing agent will remarket the shares of mandatory convertible preferred stock that are components of the Corporate Units and any separate shares of mandatory convertible preferred stock whose holders have elected to participate in the remarketing as described under “Description of the Mandatory Convertible Preferred Stock—Remarketing of Shares That Are Not Included in Corporate Units,” during each day of the five business day period ending on November 17, 2023 (the ninth business day immediately preceding the purchase contract settlement date) until the remarketing is successful. We refer to such period as the “final remarketing period,” the remarketing during this period as the “final remarketing” and the date we price the mandatory convertible preferred stock offered in the final marketing as the “final remarketing date.”

We and the remarketing agent will use our reasonable best efforts to remarket and price the mandatory convertible preferred stock during the final remarketing period. For the avoidance of doubt, and without limiting the generality of the foregoing, we and our board of directors will accept the terms of a successful final remarketing if the closing price of our common stock at the time of the remarketing is above the threshold appreciation price of the mandatory convertible preferred stock. The remarketing will be considered successful if the remarketing agent is able to obtain a price that results in proceeds of at least \$1,000 *multiplied by* the aggregate number of shares of mandatory convertible preferred stock being remarketed. To obtain that price, (a) dividends may become payable on the mandatory convertible preferred stock and/or (b) if the closing price of our common stock on the pricing date for a successful remarketing is less than or equal to the initial price (as defined under “Description of the Mandatory Convertible Preferred Stock—Mandatory Conversion”), the minimum conversion rate of the mandatory convertible preferred stock will be increased to an amount equal to

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\$1,000 *divided by* 117.5% of the closing price of our common stock on such date (rounded to the nearest ten-thousandth of a share), each as described under “Description of the Mandatory Convertible Preferred Stock—Terms of Remarketed Mandatory Convertible Preferred Stock.” The dividend rate and/or increased minimum conversion rate will be a fixed dividend rate and/or minimum conversion rate (subject to adjustment in certain circumstances) determined by our board of directors, after consultation with the remarketing agent, as the rate(s) the mandatory convertible preferred stock should bear and the terms the mandatory convertible preferred stock should include in order for the net remarketing proceeds to equal at least \$1,000 *multiplied by* the number of shares of mandatory convertible preferred stock being remarketed. We will not decrease the dividend rate or the minimum conversion rate, or change the maximum conversion rate, in connection with a successful final remarketing of the mandatory convertible preferred stock.

Notwithstanding the foregoing, in no event will the increased minimum conversion rate for the mandatory convertible preferred stock exceed the then-current maximum conversion rate of the mandatory convertible preferred stock (which is initially 40.7997 shares of common stock and is subject to adjustment as set forth under “Description of the Mandatory Convertible Preferred Stock—Anti-dilution Adjustments”). As a result of this limitation, and our inability to increase the maximum conversion rate, there is a greater risk of a failure to achieve a successful remarketing. If there is a Remarketing Failure, then, with respect to any shares of mandatory convertible preferred stock that remain outstanding following the purchase contract settlement date, no shares of our common stock will be delivered upon automatic conversion of such shares of mandatory convertible preferred stock and each such share of mandatory convertible preferred stock will be automatically transferred to us on or around March 1, 2024 without any payment of cash or shares of our common stock thereon. If you hold Treasury Units or Cash Settled Units at the time of a Remarketing Failure, you must recreate Corporate Units with separate shares of mandatory convertible preferred stock during a limited period of time in order to avoid having your Treasury security or cash, as applicable, applied toward satisfaction of your obligations under your purchase contract. If you do not so recreate Corporate Units and have not monetized your separate share of mandatory convertible preferred stock, you will suffer a loss of your investment in the Treasury security or such cash.

We will issue a press release and substantially contemporaneously request that the depository notify its participants holding Corporate Units, Treasury Units and separate shares of mandatory convertible preferred stock of the remarketing no later than October 20, 2023 (each, a “notice of a final remarketing”). In our notice of a final remarketing, we will set forth, among other things:

- the dates of the final remarketing period;
- applicable procedures for holders of separate shares of mandatory convertible preferred stock to participate in the final remarketing;
- the applicable procedures for holders of Corporate Units to create Treasury Units or Cash Settled Units;
- the applicable procedures for holders of Corporate Units to settle their purchase contracts early;
- that, following a Remarketing Failure, with respect to any shares of mandatory convertible preferred stock that remain outstanding following the purchase contract settlement date, no shares of our common stock will be delivered upon automatic conversion of such shares of mandatory convertible preferred stock on or around March 1, 2024 and each such share of mandatory convertible preferred stock will be automatically transferred to us without any payment of cash or shares of our common stock thereon;
- the applicable procedures for holders of Treasury Units or Cash Settled Units to recreate Corporate Units following the final remarketing period in the case of a Remarketing Failure in order for their separate shares of mandatory convertible preferred stock to be applied as described under “Description of the Mandatory Convertible Preferred Stock—Automatic Settlement upon Failed Final Remarketing”; and

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- any other applicable procedures, including the procedures that must be followed by a holder of an ownership interest in a share of mandatory convertible preferred stock that is a part of a Corporate Unit in the case of a failed final remarketing if such holder wishes not to have its ownership interests in shares of mandatory convertible preferred stock automatically delivered to us as described in this prospectus supplement in satisfaction of its obligation under the related purchase contracts.

We have the right to postpone the final remarketing in our absolute discretion on any day prior to the last business day of the final remarketing period.

If the final remarketing is successful:

- settlement of the remarketed mandatory convertible preferred stock will occur on the third business day following the final remarketing date (or such other date as we and the remarketing agent agree to, but in no event later than the purchase contract settlement date) (we refer to such settlement date as the “final remarketing settlement date”);
- dividends may become payable on all outstanding shares of mandatory convertible preferred stock (whether or not the holder of such shares elected to participate in the remarketing) and/or the minimum conversion rate of all outstanding shares of mandatory convertible preferred stock (whether or not the holder of such shares elected to participate in the remarketing) will be increased, if applicable, effective on the final remarketing settlement date;
- if dividends become payable on the mandatory convertible preferred stock, such dividends will be payable on March 1, 2024 at the applicable dividend rate (as such dividend rate may be determined in connection with such remarketing), when, as and if declared by our board of directors;
- a portion of the proceeds from the remarketing equal to \$1,000 *multiplied by* the number of shares of mandatory convertible preferred stock underlying Corporate Units that were remarketed will automatically be applied to satisfy in full the Corporate Unit holders’ obligations to purchase our common stock under the related purchase contracts on the purchase contract settlement date, and any remaining proceeds will be promptly remitted to the purchase contract agent for distribution to such holders on the final remarketing settlement date *pro rata* in accordance with their respective interests; and
- the proceeds from the remarketing attributable to holders of separate shares of mandatory convertible preferred stock who have elected to participate in the remarketing will be remitted by the remarketing agent to the custodial agent for remittance *pro rata* to such holders on the final remarketing settlement date.

Where the final remarketing settlement date occurs prior to the purchase contract settlement date, a portion of the proceeds from the remarketing equal to \$1,000 *multiplied by* the number of shares of mandatory convertible preferred stock underlying Corporate Units that were remarketed will be substituted for the shares of mandatory convertible preferred stock that are components of the Corporate Units and will be pledged to us through the collateral agent to secure the Corporate Unit holders’ obligations under the purchase contracts. Any remaining proceeds from such shares of mandatory convertible preferred stock will be remitted to the purchase contract agent for remittance on the final remarketing settlement date *pro rata* to such holders in accordance with their respective interests as described above. Neither we, the purchase contract agent, the collateral agent, the custodial agent, the securities intermediary nor anyone else will be required to invest the portion of the cash pledged to us.

If (1) despite using its reasonable best efforts, the remarketing agent cannot remarket the related mandatory convertible preferred stock on or prior to the last day of the final remarketing period, at a price equal to or greater than \$1,000 *multiplied by* the aggregate number of shares of mandatory convertible preferred stock to be

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remarketed or (2) the final remarketing has not occurred on or prior to the last day of the final remarketing period, or the final remarketing has not settled as set forth in the remarketing agreement, because a condition precedent to the remarketing has not been fulfilled or otherwise, in each case resulting in a “Remarketing Failure,” the ownership interests in the shares of mandatory convertible preferred stock held as a part of Corporate Units will be automatically delivered to us, on the purchase contract settlement date, in full satisfaction of the Corporate Unit holder’s obligation to purchase our common stock under the related purchase contract, unless the holder has elected otherwise, as set forth under “Description of the Mandatory Convertible Preferred Stock—Automatic Settlement Upon Failed Final Remarketing.” A Remarketing Failure will result in the shares of mandatory convertible preferred stock that remain outstanding following the purchase contract settlement date no longer being convertible into shares of common stock, and such shares of mandatory convertible preferred stock will not be entitled to any dividends and will be automatically transferred to us without payment on the mandatory conversion date. As a result, holders of Treasury Units or Cash Settled Units must recreate Corporate Units during the limited period from and after 9:00 a.m., New York City time, on the business day immediately succeeding the last day of the final remarketing period, until 4:00 p.m., New York City time, on the second business day immediately prior to the purchase contract settlement date, in order to avoid their pledged Treasury securities or cash, as the case may be, being used to satisfy their obligations under the related purchase contracts. If you do not so recreate Corporate Units and have not monetized your separate share of mandatory convertible preferred stock, you will suffer a loss of your investment in the Treasury security or such cash.

If a successful remarketing has not occurred on or prior to the last day of the final remarketing period, we will cause a notice of the Remarketing Failure to be published before 9:00 a.m., New York City time, on the business day immediately following the last date of the final remarketing period. This notice will be validly published by making a timely release to any appropriate news agency, including, without limitation, Bloomberg Business News and the Dow Jones News Service.

As more fully described in “Description of the Mandatory Convertible Preferred Stock—Mandatory Conversion” below, after the occurrence of a Remarketing Failure, effective as of December 1, 2023 the mandatory convertible preferred stock will no longer be convertible into shares of our common stock and will have no value except for its rights with respect to payments upon our liquidation or dissolution, and will be automatically transferred to us without payment on the mandatory conversion date. As a result, there are significant risks associated with a holder of a Corporate Unit choosing to create Treasury Units or Cash Settled Units to the extent you do not monetize (or monetize adequately) your separate share of mandatory convertible preferred stock.

For a discussion of some of the risks related to the occurrence of a Remarketing Failure, see “Risk Factors—Risk Factors Relating to the Equity Units—If a Remarketing Failure occurs and you hold Treasury Units or Cash Settled Units and separate shares of mandatory convertible preferred stock, you must recreate Corporate Units in order to avoid losing your pledged Treasury securities or cash and being left with mandatory convertible preferred stock with little economic value”, “Risk Factors—Risk Factors Relating to the Mandatory Convertible Preferred Stock—If a Remarketing Failure occurs, the mandatory convertible preferred stock will not convert into any shares of our common stock and will be automatically transferred to us on or around March 1, 2024 without any payment of cash or shares of our common stock thereon” and “Risk Factors—Risk Factors Relating to the Equity Units—Because the Equity Units and mandatory convertible preferred stock will initially be issued in book-entry form, holders must rely on DTC’s procedures to receive communications relating to the Equity Units and mandatory convertible preferred stock and exercise their rights and remedies.”

Early Settlement

Subject to the conditions described below, a holder of Corporate Units or Treasury Units may elect to settle the related purchase contracts at any time prior to 4:00 p.m., New York City time, on the scheduled trading day immediately preceding the first day of the market value averaging period, other than during a blackout period. In the case of Corporate Units and Treasury Units, such early settlement may only be made in integral multiples of 10 Corporate Units or 10 Treasury Units, as applicable.

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In order to settle purchase contracts early, a holder of Equity Units must deliver to the purchase contract agent (1) a completed “Election to Settle Early” form, along with the Corporate Unit or Treasury Unit certificate, if they are in certificated form and (2) a cash payment in immediately available funds in an amount equal to:

- \$100 *multiplied by* the number of purchase contracts being settled; *plus*
- if the “early settlement date” (as defined below) for any purchase contract occurs during the period from the close of business on any contract adjustment payment record date to the opening of business on the related payment date, an amount equal to the contract adjustment payments payable on the payment date with respect to the purchase contracts being settled, unless we have elected to defer the contract adjustment payments payable on such date.

So long as you hold Equity Units as a beneficial interest in a global security certificate deposited with the depository, procedures for early settlement will also be governed by standing arrangements between the depository and the purchase contract agent.

The early settlement right is also subject to the condition that, if we determine that it is required under U.S. federal securities laws, we have a registration statement under the Securities Act in effect and an available prospectus covering the shares of common stock and other securities, if any, deliverable upon settlement of a purchase contract. We have agreed that, if required under U.S. federal securities laws, we will use our commercially reasonable efforts to (1) have a registration statement in effect covering those shares of common stock and other securities, if any, to be delivered in respect of the purchase contracts being settled and (2) provide a prospectus in connection therewith, in each case in a form that may be used in connection with the early settlement right (it being understood that if there is a material business transaction or development that has not yet been publicly disclosed, we will not be required to provide such a prospectus, and the early settlement right will not be available, until we have publicly disclosed such transaction or development, *provided* that we will use our commercially reasonable efforts to make such disclosure as soon as it is commercially reasonable to do so).

Upon early settlement, except as described below in “—Early Settlement Upon a Fundamental Change,” we will issue, for each purchase contract being settled, 85% of the number of shares of our common stock that would be deliverable for each purchase contract as described in “—Purchase of Common Stock” above as if the “applicable market value” were the average of the daily VWAPs of our common stock during the early settlement averaging period.

We will cause the related shares of mandatory convertible preferred stock or applicable ownership interests in the Treasury portfolio or Treasury securities, as the case may be, underlying the Equity Units and (if applicable) securing such purchase contract to be released from the pledge under the purchase contract and pledge agreement, and delivered within two business days following the early settlement date, to the purchase contract agent or transfer agent, as applicable, on behalf of the holder, free and clear of our security interest. In addition, we will issue the number of shares of our common stock to be issued upon settlement of the purchase contract within two business days following the last day of the early settlement averaging period, to the purchase contract agent for delivery to the holder in accordance with instructions provided by such holder. Upon early settlement, the holder will be entitled to receive any accrued and unpaid contract adjustment payments (including any accrued and unpaid deferred contract adjustment payments and compounded contract adjustment payments thereon) to, but excluding, the quarterly payment date immediately preceding the early settlement date. The holder’s right to receive future contract adjustment payments will terminate (except for contract adjustment payments payable to the holders of record on the applicable record date), and no adjustment will be made to or for the holder on account of any amounts accrued in respect of contract adjustment payments since the most recent quarterly payment date.

If the purchase contract agent receives a completed “Election to Settle Early” form, along with the Corporate Unit or Treasury Unit certificate, if they are in certificated form, and payment of \$100 for each purchase contract being settled prior to 4:00 p.m., New York City time, on any business day and all conditions to

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early settlement have been satisfied, then that day will be considered the “early settlement date.” If the purchase contract agent receives the foregoing on or after 4:00 p.m., New York City time, on any business day or at any time on a day that is not a business day, then the next business day will be considered the “early settlement date.”

As more fully described in “Description of the Mandatory Convertible Preferred Stock—Mandatory Conversion” below, after the occurrence of a Remarketing Failure, effective as of December 1, 2023, with respect to any shares of mandatory convertible preferred stock that remain outstanding following the purchase contract settlement date, such shares of mandatory convertible preferred stock will no longer be convertible into shares of our common stock and will have no value except for their rights with respect to payments upon our liquidation or dissolution, and will be automatically transferred to us without payment on the mandatory conversion date. As a result, there are significant risks associated with an early settlement of your purchase contracts to the extent you do not monetize (or monetize adequately) your separate share of mandatory convertible preferred stock.

Early Settlement Upon a Fundamental Change

If a fundamental change (as defined below) occurs prior to the purchase contract settlement date, then, following the fundamental change, each holder of a purchase contract, subject to certain conditions described in this prospectus supplement, will have the right to settle the purchase contract early on the fundamental change early settlement date (as defined below) at the settlement rate determined as if the applicable market value equaled the stock price (as defined below under “—Calculation of Make-Whole Shares”), plus an additional number of shares determined as set forth below (such additional number referred to as the “make-whole shares”). We refer to this right as the “fundamental change early settlement right.”

A “fundamental change” will be deemed to have occurred if any of the following occurs:

- (1) a “person” or “group” within the meaning of Section 13(d) of the Exchange Act has become the direct or indirect “beneficial owner,” as defined in Rule 13d-3 under the Exchange Act, of shares of our common stock representing more than 50% of the voting power of our common stock;
- (2) (A) we are involved in a consolidation with or merger into any other person, or any merger of another person into us, or any other similar transaction or series of related transactions (other than a merger, consolidation or similar transaction that does not result in the conversion or exchange of outstanding shares of our common stock), in each case, in which 90% or more of the outstanding shares of our common stock are exchanged for or converted into cash, securities or other property, greater than 10% of the value of which consists of cash, securities or other property that is not (or will not be upon or immediately following the effectiveness of such consolidation, merger or other transaction) common stock listed on the New York Stock Exchange, the Nasdaq Global Select Market or the Nasdaq Global Market (or any of their respective successors) or (B) the consummation of any sale, lease or other transfer in one transaction or a series of related transactions of all or substantially all of our consolidated assets to any person other than one of our subsidiaries;
- (3) our common stock ceases to be listed on at least one of the New York Stock Exchange, the Nasdaq Global Select Market and the Nasdaq Global Market (or any of their respective successors); or
- (4) our shareholders approve our liquidation, dissolution or termination.

The fundamental change early settlement right is subject to the condition that at such time, if so required under U.S. federal securities laws, there is in effect a registration statement and an available prospectus covering shares of our common stock and other securities, if any, to be delivered pursuant to the purchase contracts being settled. We have agreed that, if required under U.S. federal securities laws, we will use our commercially reasonable efforts to (1) have a registration statement in effect covering our common stock and other securities, if any, to be delivered in respect of the purchase contracts being settled and (2) provide a prospectus in connection therewith, in each case in a form that may be used in connection with the early settlement upon a fundamental

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change (it being understood that if there is a material business transaction or development that has not yet been publicly disclosed, we will not be required to provide such a prospectus, and the fundamental change early settlement right will not be available, until we have publicly disclosed such transaction or development, *provided* that we will use our commercially reasonable efforts to make such disclosure as soon as it is commercially reasonable to do so). The fundamental change early settlement date will be postponed by the number of days during the period on which no such registration statement is effective, except that the fundamental change early settlement date will not be postponed beyond the purchase contract settlement date. If, but for the exception contained in the immediately preceding sentence, the fundamental change early settlement date would occur on or after the purchase contract settlement date, we will deliver to any holder of purchase contracts on the purchase contract settlement date the applicable number of make-whole shares in addition to a number of shares equal to the settlement rate, determined as if the applicable market value were equal to the stock price (as defined below under “— Calculation of Make-Whole Shares”) in such fundamental change.

We will provide each holder of Equity Units with a notice of a fundamental change within five business days after the effective date of the fundamental change. The notice will specify:

- (1) a date on which the fundamental change early settlement will occur (the “fundamental change early settlement date”), which will be at least 10 business days after the effective date of such fundamental change but, subject to the foregoing, no later than the earlier of (x) 20 business days after the effective date of such fundamental change and (y) one business day prior to (i) the first day of the commencement of an optional remarketing period, or (ii) if we have not specified an optional remarketing period or the optional remarketing is not successful, the first day of the commencement of the final remarketing period or, if the final remarketing is not successful, the purchase contract settlement date;
- (2) the date by which holders must exercise the fundamental change early settlement right;
- (3) the applicable settlement rate and number of make-whole shares;
- (4) the amount and kind (per share of common stock) of the cash, securities and other consideration receivable by the holder upon settlement; and
- (5) the amount of accrued and unpaid contract adjustment payments (including any deferred contract adjustment payments and compounded contract adjustment payments thereon), if any, that will be paid upon settlement to holders exercising the fundamental change early settlement right. Notwithstanding the foregoing, if the final remarketing period begins less than 10 business days following the occurrence of a fundamental change, the notice will specify the purchase contract settlement date as the fundamental change early settlement date.

To exercise the fundamental change early settlement right, a holder must, no later than the second business day prior to the fundamental change early settlement date:

- deliver to the purchase contract agent a completed “Election to Settle Early Following a Fundamental Change” form;
- deliver to the purchase contract agent the certificate evidencing the holder’s Corporate Units or Treasury Units, if in certificated form; and
- deliver to the purchase contract agent cash in immediately available funds equal to \$100 *multiplied by* the number of purchase contracts being settled.

So long as you hold Equity Units as a beneficial interest in a global security certificate deposited with the depositary, procedures for fundamental change early settlement will also be governed by standing arrangements between the depositary and the purchase contract agent.

If you exercise the fundamental change early settlement right, we will deliver to you on the fundamental change early settlement date for each purchase contract with respect to which you have elected fundamental

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change early settlement, a number of shares of our common stock (or exchange property units, if applicable) equal to the settlement rate described above *plus* the additional make-whole shares, together with accrued and unpaid contract adjustment payments to the fundamental change early settlement date; *provided* that if a fundamental change early settlement date falls after a record date and on or prior to the corresponding contract adjustment payment date, we will pay the full amount of accrued and unpaid contract adjustment payments, if any, due on such contract adjustment payment date to the holder of record at the close of business on the corresponding record date.

The holder will also receive on the fundamental change early settlement date the shares of mandatory convertible preferred stock or the applicable ownership interest in the Treasury portfolio or Treasury securities underlying the Corporate Units or Treasury Units, as the case may be, with respect to which such holder is effecting a fundamental change early settlement, which, in each case, if applicable, will have been released from the pledge under the purchase contract and pledge agreement and delivered to the purchase contract agent on behalf of the holder for distribution to such holder pursuant to instructions received by the purchase contract agent from such holder, free and clear of our security interest. If a holder does not elect to exercise the fundamental change early settlement right, its Corporate Units or Treasury Units will remain outstanding and subject to normal settlement on the purchase contract settlement date.

Holders of Corporate Units and Treasury Units may exercise the fundamental change early settlement right only in integral multiples of 10 Corporate Units or Treasury Units, as applicable.

If you elect to exercise your fundamental change early settlement right at a time when the stock price is below 50% of the initial price, and convert your separated share of mandatory convertible preferred stock in connection with such fundamental change, you will not receive adequate consideration upon such conversion to finance your required payment of the purchase price for the fundamental change early settlement right. See “Risk Factors—Risk Factors Relating to the Equity Units—Upon a conversion of the mandatory convertible preferred stock in connection with a fundamental change, you may receive consideration worth less than the \$1,000 liquidation preference per share of mandatory convertible preferred stock plus any accumulated and unpaid dividends, if any, thereon.”

Calculation of Make-Whole Shares.

The number of make-whole shares per purchase contract applicable to a fundamental change early settlement will be determined by reference to the table below, based on the date on which the fundamental change occurs or becomes effective (the “effective date”) and the “stock price” in the fundamental change, which will be:

- in the case of a fundamental change described in clause (2) of the definition of fundamental change above where the holders of our common stock receive only cash in the fundamental change, the cash amount paid per share of our common stock; and
- in all other cases, the average of the closing prices of our common stock for the 10 consecutive trading days immediately prior to but not including the effective date.

For purposes of this “Description of the Purchase Contracts” section, the stock prices set forth in the first row of the table (i.e., the column headers) will be adjusted upon the occurrence of certain events requiring anti-dilution adjustments to the maximum settlement rate in a manner inversely proportional to the adjustments to the maximum settlement rate. Each of the make-whole share amounts in the table will be subject to adjustment in the same manner and at the same time as the maximum settlement rate as set forth under “—Anti-dilution Adjustments.”

Effective Date	Stock Price												
	\$10.00	\$12.00	\$14.00	\$16.00	\$18.00	\$24.51	\$27.50	\$28.80	\$35.00	\$40.00	\$45.00	\$55.00	\$60.00
April 19, 2021	1.0043	0.8289	0.6948	0.5789	0.4695	0.0000	0.4537	0.5697	0.3978	0.3133	0.2588	0.1955	0.1753
December 1, 2021	0.7955	0.6575	0.5524	0.4600	0.3682	0.0000	0.3720	0.4880	0.3214	0.2462	0.2012	0.1524	0.1371
December 1, 2022	0.3904	0.3235	0.2746	0.2325	0.1850	0.0000	0.2202	0.3307	0.1684	0.1174	0.0951	0.0739	0.0670
December 1, 2023	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

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The actual stock price and effective date may not be set forth on the table, in which case:

- if the actual stock price is between two stock prices on the table or the actual effective date is between two effective dates on the table, the amount of make-whole shares will be determined by a straight-line interpolation between the make-whole share amounts set forth for the two stock prices and the two effective dates on the table based on a 365-day year, as applicable;
- if the stock price exceeds \$60.00 per share, subject to adjustment in the same manner as the stock prices in the table above, then the make-whole share amount will be zero; and
- if the stock price is less than \$10.00 per share, subject to adjustment in the same manner as the stock prices in the table above (the “minimum stock price”), then the make-whole share amount will be determined as if the stock price equaled the minimum stock price, using straight-line interpolation, as described above, if the actual effective date is between two effective dates on the table.

Contract Adjustment Payments

Contract adjustment payments in respect of Corporate Units, Treasury Units and Cash Settled Units will be payable in cash, shares of our common stock or a combination thereof, at a rate per year of 7.75% of the stated amount of \$100 per Equity Unit. Contract adjustment payments payable for any period will be computed (1) for any full quarterly period on the basis of a 360-day year of twelve 30-day months and (2) for any period shorter than a full quarterly period, on the basis of a 30-day month and, for any period less than a month, on the basis of the actual number of days elapsed in a 30-day month. Contract adjustment payments will accrue from the date of original issuance of the Corporate Units to (but excluding) the earliest occurrence of a termination event, the purchase contract settlement date, the fundamental change early settlement date and the most recent quarterly payment date on or before any early settlement of the related purchase contracts, and will be payable quarterly in arrears on March 1, June 1, September 1 and December 1 of each year, commencing on June 1, 2021 (we refer to each of these dates as a “contract adjustment payment date”).

Contract adjustment payments will be payable to the holders of purchase contracts as they appear on the books and records of the purchase contract agent at the close of business on the relevant record dates, which will be the fifteenth day of the month immediately preceding the month in which the relevant contract adjustment payment date falls (whether or not a business day) or if the Equity Units are held in global book-entry form, the record date will be the business day immediately preceding the applicable contract adjustment payment date. Contract adjustment payments will be payable to such record holders notwithstanding the occurrence of any early settlement date or fundamental change early settlement date following a record date and on or prior to the open of business on the related payment date, except that holders will be required to pay us, in connection with any early settlement (other than in connection with a fundamental change), an equivalent payment as described under “—Early Settlement” above. These distributions will be paid through the purchase contract agent, who will distribute amounts received in respect of the contract adjustment payments for the benefit of the holders of the purchase contracts relating to the Corporate Units, Treasury Units and Cash Settled Units.

If any date on which contract adjustment payments are to be made is not a business day, then payment of the contract adjustment payments payable on that date will be made on the next succeeding day that is a business day and no interest or payment will be paid in respect of the delay, if any.

Our obligations with respect to contract adjustment payments will be subordinated and junior in right of payment to our existing and future indebtedness. Upon certain events of our bankruptcy, insolvency or reorganization, holders of our Equity Units will have no claims against us or our estate for any accrued and unpaid (including any deferred) contract adjustment payments.

We may, at our option and upon prior written notice to the holders of the Equity Units and the purchase contract agent, defer the payment of contract adjustment payments on the related purchase contracts forming a

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part of the Equity Units until the purchase contract settlement date; *provided, however*, that in (x) an early settlement upon a fundamental change, we will pay deferred contract adjustment payments (including compounded contract adjustment payments thereon as described below) to, but excluding, the fundamental change early settlement date and (y) an early settlement other than upon a fundamental change, we will pay deferred contract adjustment payments (including compounded contract adjustment payments thereon as described below) to, but excluding, the quarterly contract adjustment payment date immediately preceding the early settlement date.

Deferred contract adjustment payments will accrue additional contract adjustment payments at the rate of 7.75% per year until paid, compounded quarterly, which is equal to the rate of total distributions on the Corporate Units (compounding on each succeeding payment date), to, but excluding, the date such deferred contract adjustment payments are made. We refer to these additional contract adjustment payments that accrue on deferred contract adjustment payments as “compounded contract adjustment payments.” We may pay any such deferred contract adjustment payments (including compounded contract adjustment payments thereon) on any scheduled contract adjustment payment date. If the purchase contracts are terminated (upon the occurrence of certain events of bankruptcy, insolvency or reorganization with respect to us), the right to receive contract adjustment payments and deferred contract adjustment payments (including compounded contract adjustment payments thereon) will also terminate.

If we exercise our option to defer the payment of contract adjustment payments, then, until the deferred contract adjustment payments (including compounded contract adjustment payments thereon) have been paid, we will not (1) declare or pay any dividends on, or make any distributions on, or redeem, purchase or acquire, or make a liquidation payment with respect to, any shares of our capital stock (including the mandatory convertible preferred stock), (2) make any payment of principal of, or interest or premium, if any, on, or repay, repurchase or redeem any of our debt securities that rank on parity with, or junior to, the contract adjustment payments, or (3) make any guarantee payments under any guarantee by us of securities of any of our subsidiaries if our guarantee ranks on parity with, or junior to, the contract adjustment payments.

The restrictions listed above do not apply to:

- purchases, redemptions or other acquisitions of our capital stock in connection with any employment contract, benefit plan or other similar arrangement with or for the benefit of employees, officers, directors, agents or consultants or a stock purchase or dividend reinvestment plan, or the satisfaction of our obligations pursuant to any contract or security outstanding on the date that the contract adjustment payment is deferred requiring us to purchase, redeem or acquire our capital stock;
- any payment, repayment, redemption, purchase, acquisition or declaration of dividends described in the immediately preceding bullet as a result of a reclassification of our capital stock, or the exchange or conversion of all or a portion of one class or series of our capital stock, for another class or series of our capital stock;
- the purchase of fractional interests in shares of our capital stock pursuant to the conversion or exchange provisions of our capital stock or the security being converted or exchanged;
- dividends or distributions paid or made in our capital stock (or rights to acquire our capital stock), or repurchases, redemptions or acquisitions of capital stock in connection with the issuance or exchange of capital stock (or of securities convertible into or exchangeable for shares of our capital stock);
- redemptions, exchanges or repurchases of, or with respect to, any rights outstanding under a shareholder rights plan outstanding on the date that the contract adjustment payment is deferred or the declaration or payment thereunder of a dividend or distribution of or with respect to rights in the future;
- payments on any trust preferred securities, subordinated debentures, junior subordinated debentures or junior subordinated notes, or any guarantees of any of the foregoing, in each case, that rank equal in right of payment to the contract adjustment payments, so long as the amount of payments made on

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account of such securities or guarantees and the purchase contracts is paid on all such securities and guarantees and the purchase contracts then outstanding on a *pro rata* basis in proportion to the full payment to which each series of such securities, guarantees or purchase contracts is then entitled if paid in full; *provided* that, for the avoidance of doubt, we will not be permitted under the purchase contract and pledge agreement to make contract adjustment payments in part; or

- any payment of deferred interest or principal on, or repayment, redemption or repurchase of, parity or junior securities that, if not made, would cause us to breach the terms of the instrument governing such parity or junior securities.

Method of Payment of Contract Adjustment Payments

Subject to the limitations described below, we may pay any contract adjustment payment (or any portion of any contract adjustment payment) on the Equity Units (whether or not for a current quarterly period or any prior quarterly period), determined in our sole discretion:

- in cash;
- by delivery of shares of our common stock; or
- through any combination of cash and shares of our common stock.

We will make each contract adjustment payment in cash, except to the extent we elect to make all or any portion of such payment in shares of our common stock. To the extent we do not elect to defer such payment, we will give the depositary and holders of the Equity Units notice of any such election and the portion of such payment that will be made in cash and the portion that will be made in common stock no later than eight scheduled trading days prior to the payment date for such contract adjustment payment.

If we elect to make any such contract adjustment payment, or any portion thereof, in shares of our common stock, such shares will be valued for such purpose at the average of the daily VWAPs per share of our common stock over the five consecutive trading day period ending on the second trading day immediately preceding the applicable payment date (the “five-day average price”), *multiplied by 97%*.

No fractional shares of common stock will be delivered to the holders of the Equity Units in respect of contract adjustment payments. We will instead pay a cash adjustment to each holder that would otherwise be entitled to a fraction of a share of common stock based on (i) the five-day average price and (ii) the aggregate number of Equity Units held by such holder (or, if the Equity Units are held in global book-entry form, based on the applicable procedures of the depositary for determining such number of Equity Units).

To the extent a shelf registration statement is required in our reasonable judgment in connection with the issuance of or for resales of common stock issued as a contract adjustment payment, including contract adjustment payments paid in connection with a fundamental change early settlement, we will, to the extent such a registration statement is not currently filed and effective, use our reasonable best efforts to file and maintain the effectiveness of such a shelf registration statement until the earlier of such time as all such shares of common stock have been resold thereunder and such time as all such shares are freely tradable under Rule 144 by non-affiliates of ours without registration. To the extent applicable, we will also use our reasonable best efforts to have the shares of common stock qualified or registered under applicable state securities laws, if required, and approved for listing on the New York Stock Exchange (or if our common stock is not listed on the New York Stock Exchange, on the principal other U.S. national or regional securities exchange on which our common stock is then listed).

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Anti-dilution Adjustments

The maximum settlement rate will be subject to the following adjustments:

(1) If we issue common stock as a dividend or distribution on our common stock to all or substantially all holders of our common stock, or if we effect a share split or share combination, the maximum settlement rate will be adjusted based on the following formula:

$$SR_1 = SR_0 \times (OS_1 / OS_0)$$

where,

- SR₀ = the maximum settlement rate in effect immediately prior to the close of business on the record date for such dividend or distribution or immediately prior to the open of business on the effective date for such share split or share combination, as the case may be;
- SR₁ = the maximum settlement rate in effect immediately after the close of business on such record date or immediately after the open of business on such effective date, as the case may be;
- OS₀ = the number of shares of our common stock outstanding immediately prior to the close of business on such record date or immediately prior to the open of business on such effective date, as the case may be, in each case, prior to giving effect to such event; and
- OS₁ = the number of shares of our common stock that would be outstanding immediately after, and solely as a result of, such event.

Any adjustment made pursuant to this paragraph (1) shall become effective as of the close of business on the record date for such dividend or other distribution or as of the open of business on the effective date for such share split or share combination becomes effective, as applicable. If any dividend or distribution in this paragraph (1) is declared but not so paid or made, the new maximum settlement rate shall be readjusted, on the date that our board of directors determines not to pay or make such dividend or distribution, to the maximum settlement rate that would then be in effect if such dividend or distribution had not been declared.

(2) If we distribute to all or substantially all holders of our common stock any rights, options or warrants entitling them for a period of not more than 45 calendar days after the date of distribution thereof to subscribe for or purchase our common stock, in any case at an exercise price per share of our common stock less than the average of the closing prices of our common stock for the 10 consecutive trading days ending on, and including, the trading day immediately preceding the date of the announcement of such distribution, the maximum settlement rate will be increased based on the following formula:

$$SR_1 = SR_0 \times (OS_0 + X) / (OS_0 + Y)$$

where,

- SR₀ = the maximum settlement rate in effect immediately prior to the close of business on the record date for such distribution;
- SR₁ = the maximum settlement rate in effect immediately after the close of business on such record date;
- OS₀ = the number of shares of our common stock outstanding immediately prior to the close of business on the record date for such distribution;

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- X = the total number of shares of our common stock issuable pursuant to such rights, options or warrants; and
- Y = the number of shares of our common stock equal to the quotient of (A) the aggregate price payable to exercise such rights, options or warrants *divided by* (B) the average of the closing prices of our common stock for the 10 consecutive trading days ending on, and including, the trading day immediately preceding the date of the announcement of the distribution of such rights, options or warrants.

If any right, option or warrant described in this paragraph (2) is not exercised or converted prior to the expiration of the exercisability or convertibility thereof (and as a result no additional shares of common stock are delivered or issued pursuant to such rights or warrants), the new maximum settlement rate will be readjusted, as of the date of such expiration, to the maximum settlement rate that would then be in effect had the increase with respect to the distribution of such rights, options or warrants been made on the basis of delivery or issuance of only the number of shares of common stock actually delivered.

For purposes of this paragraph (2), in determining whether any rights, options or warrants entitle the holders to subscribe for or purchase shares of the common stock at a price per share of our common stock less than the average of the closing prices of our common stock for the 10 consecutive trading days ending on, and including, the trading day immediately preceding the date of the announcement of the distribution of such rights, options or warrants, and in determining the aggregate price payable to exercise such rights, options or warrants, there shall be taken into account any consideration received by us for such rights, options or warrants and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined in good faith by our board of directors. Any increase made under this paragraph (2) will be made successively whenever any such rights, options or warrants are issued and shall become effective immediately after the close of business on the record date for such distribution.

(3) (a) If we distribute shares of capital stock, evidences of indebtedness or other assets or property of us or rights, options or warrants to acquire our capital stock or other securities to all or substantially all holders of our common stock (excluding (i) any dividend, distribution or issuance as to which an adjustment was effected pursuant to clause (1) or (2) above, (ii) any dividend or distribution paid exclusively in cash, and (iii) any spin-off to which the provisions in clause (3)(b) below apply), the maximum settlement rate will be increased based on the following formula:

$$SR_1 = SR_0 \times SP_0 / (SP_0 - FMV)$$

where,

- SR₀ = the maximum settlement rate in effect immediately prior to the close of business on the record date for such distribution;
- SR₁ = the maximum settlement rate in effect immediately after the close of business on such record date;
- SP₀ = the closing price of our common stock on the trading day immediately preceding the ex-dividend date for such distribution; and
- FMV = the fair market value (as determined in good faith by our board of directors), on the record date for such dividend or distribution, of the shares of capital stock, evidences of indebtedness, assets or property so distributed, expressed as an amount per share of our common stock.

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An adjustment to the maximum settlement rate made pursuant to the immediately preceding paragraph shall become effective as of the close of business on the record date for such distribution.

Notwithstanding the foregoing, if “FMV” (as defined above) is equal to or greater than “SP₀” (as defined above), in lieu of the foregoing increase, each holder of a purchase contract shall receive, for each purchase contract, at the same time and upon the same terms as holders of shares of our common stock, the amount of such distributed shares of capital stock, evidences of indebtedness or other assets or property that such holder would have received if such holder owned a number of shares of our common stock equal to the maximum settlement rate on the record date for such dividend or distribution.

(b) However, if we distribute to all or substantially all holders of our common stock, capital stock of any class or series, or similar equity interest, of or relating to a subsidiary or other business unit, in each case, that is, or, when issued, will be, listed or admitted for trading on a U.S. national securities exchange, which we refer to as a “spin-off”, then the maximum settlement rate will instead be increased based on the following formula:

$$SR_1 = SR_0 \times (FMV_0 + MP_0) / MP_0$$

where,

- SR₀ = the maximum settlement rate in effect immediately prior to the end of the valuation period (as defined below);
- SR₁ = the maximum settlement rate in effect immediately after the end of the valuation period;
- FMV₀ = the average of the closing prices of the capital stock or similar equity interests distributed to holders of our common stock applicable to one share of our common stock over each of the 10 consecutive trading days commencing on, and including, the ex-dividend date for such dividend or distribution (the “valuation period”);
and
- MP₀ = the average of the closing prices of our common stock over the valuation period.

The adjustment to the maximum settlement rate under this paragraph (3)(b) will occur at the close of business on the last trading day of the valuation period; *provided* that if a holder elects to early settle the purchase contracts, or the purchase contract settlement date occurs, in either case, during the valuation period, references with respect to 10 trading days shall be deemed replaced with such lesser number of trading days as have elapsed between the ex-dividend date of such spin-off and the date on which such holder elected its early settlement right, or the business day immediately preceding the purchase contract settlement date, as the case may be, in determining the maximum settlement rate.

If any dividend or distribution described in this paragraph (3) is declared but not so paid or made, the new maximum settlement rate shall be readjusted, as of the date our board of directors determines not to pay or make such dividend or distribution, to the maximum settlement rate that would then be in effect if such dividend or distribution had not been declared.

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(4) If any cash dividend or distribution is made to all or substantially all holders of our common stock other than a regular, quarterly cash dividend that does not exceed \$0.22 per share (the “reference dividend”), the maximum settlement rate will be increased based on the following formula:

$$SR_1 = SR_0 \times [(SP_0 - T) / (SP_0 - C)]$$

where,

- SR₀ = the maximum settlement rate in effect immediately prior to the close of business on the record date for such dividend or distribution;
- SR₁ = the maximum settlement rate in effect immediately after the close of business on such record date;
- SP₀ = the closing price of our common stock on the trading day immediately preceding the ex-dividend date for such distribution;
- T = the reference dividend; *provided* that if the dividend or distribution is not a regular quarterly cash dividend, the reference dividend will be deemed to be zero; and
- C = the amount in cash per share we distribute to all or substantially all holders of our common stock.

Any increase to the maximum settlement rate made pursuant to this paragraph (4) shall become effective as of the close of business on the record date for such dividend or distribution. Notwithstanding the foregoing, if “C” (as defined above) is equal to or greater than “SP₀” (as defined above), in lieu of the foregoing increase, each holder of a purchase contract shall receive, for each purchase contract, at the same time and upon the same terms as holders of shares of our common stock, the amount of distributed cash that such holder would have received if such holder owned a number of shares of our common stock equal to the maximum settlement rate on the record date for such cash dividend or distribution.

The reference dividend will be subject to an inversely proportional adjustment whenever the maximum settlement rate is adjusted, other than pursuant to this paragraph (4). For the avoidance of doubt, the reference dividend will be zero in the case of a cash dividend that is not a regular quarterly dividend.

If any dividend or distribution described in this paragraph (4) is declared but not so paid or made, the new maximum settlement rate shall be readjusted, as of the date our board of directors determines not to pay or make such dividend or distribution, to the maximum settlement rate that would then be in effect if such dividend or distribution had not been declared.

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(5) If we or any of our subsidiaries makes a payment in respect of a tender offer or exchange offer for our common stock to the extent that the cash and value of any other consideration included in the payment per share of our common stock validly tendered or exchanged exceeds the closing price of a share of our common stock on the trading day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer, the maximum settlement rate will be increased based on the following formula:

$$SR_1 = SR_0 \times [FMV + (SP_1 \times OS_1)] / (SP_1 \times OS_0)$$

where,

- SR₀ = the maximum settlement rate in effect immediately prior to the close of business on the trading day immediately following the date on which such tender or exchange offer expires;
- SR₁ = the maximum settlement rate in effect immediately after the close of business on the trading day immediately following the date on which such tender or exchange offer expires;
- FMV = the fair market value (as determined in good faith by our board of directors, whose good faith determination will be conclusive), at the close of business on the trading day immediately following the date on which such tender or exchange offer expires, of the aggregate value of all cash and any other consideration paid or payable for shares validly tendered or exchanged and not withdrawn as of the expiration date;
- OS₀ = the number of shares of our common stock outstanding immediately prior to the last time tenders or exchanges may be made pursuant to such tender or exchange offer (prior to giving effect to the purchase or exchange of shares pursuant to such tender or exchange offer);
- OS₁ = the number of shares of our common stock outstanding immediately after the last time tenders or exchanges may be made pursuant to such tender or exchange offer (after giving effect to the purchase or exchange of shares pursuant to such tender or exchange offer); and
- SP₁ = the closing price of our common stock on the trading day next succeeding the date such tender or exchange offer expires.

The adjustment to the maximum settlement rate under the preceding paragraph (5) will occur at the close of business on the trading day immediately following the date on which such tender or exchange offer expires.

The term “ex-dividend date,” when used with respect to any issuance or distribution on our common stock or any other security, means the first date on which our common stock or such other security, as applicable, trades, regular way, on the principal U.S. securities exchange or market on which our common stock or such other security, as applicable, is listed or traded at that time, without the right to receive the issuance or distribution in question, from the issuer of such security or, if applicable, from the seller of our common stock or such security, as the case may be, on such exchange or market (in the form of due bills or otherwise) as determined by such exchange or market.

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We currently do not have a shareholders rights plan with respect to our common stock. To the extent that we have a shareholders rights plan involving the issuance of share purchase rights or other similar rights to all or substantially all holders of our common stock in effect upon settlement of a purchase contract, you will receive, in addition to the common stock issuable upon settlement of any purchase contract, the related rights for the common stock under the shareholders rights plan, unless, prior to any settlement of a purchase contract, the rights have separated from the common stock, in which case the maximum settlement rate will be adjusted at the time of separation as if we made a distribution to all holders of our common stock as described in clause (3) (a) above, subject to readjustment in the event of the expiration, termination or redemption of the rights under the shareholder rights plan.

For United States federal income tax purposes, you may be treated as receiving a constructive distribution from us with respect to the purchase contract if (1) the maximum settlement rate is adjusted (or fails to be adjusted) and, as a result of the adjustment (or failure to adjust), your proportionate interest in our assets or earnings and profits is increased, and (2) the adjustment (or failure to adjust) is not made pursuant to a bona fide, reasonable anti-dilution formula. For example, if the maximum settlement rate is adjusted as a result of a distribution that is taxable to the holders of our common stock, such as a cash dividend, you will be deemed to have received a “constructive distribution” of our stock. Thus, under certain circumstances, an adjustment to the maximum settlement rate might give rise to a taxable dividend to you even though you will not receive any cash in connection with such adjustment. In addition, non-U.S. holders (as defined in “Material U.S. Federal Income and Estate Tax Consequences”) may be deemed to have received a distribution subject to United States federal withholding tax. See “Material U.S. Federal Income and Estate Tax Consequences—Tax Consequences to U.S. Holders—Purchase Contracts—Constructive Distributions” and “Material U.S. Federal Income and Estate Tax Considerations—Tax Consequences to Non-U.S. Holders—U.S. Federal Income and Withholding Tax.”

In addition, we may increase the maximum settlement rate if our board of directors deems it advisable to avoid or diminish any income tax to holders of our common stock resulting from any dividend or distribution of shares (or rights to acquire shares) or from any event treated as a dividend or distribution for income tax purposes or for any other reasons.

Adjustments to the maximum settlement rate will be calculated by us to the nearest ten thousandth of a share. No adjustment to the maximum settlement rate will be required unless the adjustment would require an increase or decrease of at least one percent in the maximum settlement rate. If any adjustment is not required to be made because it would not change the maximum settlement rate by at least one percent, then the adjustment will be carried forward and taken into account in any subsequent adjustment. All adjustments will be made not later than the purchase contract settlement date, any early settlement date, any fundamental change early settlement date and the time at which we are required to determine the relevant settlement rate or amount of make-whole shares (if applicable) in connection with any settlement with respect to the purchase contracts.

No adjustment to the maximum settlement rate will be made if holders of purchase contracts participate, as a result of holding the purchase contracts and without having to settle the purchase contracts that form part of the Equity Units, in the transaction that would otherwise give rise to an adjustment as if they held, per purchase contract, a number of shares of our common stock equal to the maximum settlement rate, at the same time and upon the same terms as the holders of common stock participate in the transaction.

Except as described above, the maximum settlement rate will not be adjusted:

- upon the issuance of any shares of our common stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on our securities and the investment of additional optional amounts in shares of our common stock under any plan;

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- upon the issuance of options, restricted stock or other awards in connection with any employment contract, executive compensation plan, benefit plan or other similar arrangement with or for the benefit of any one or more employees, officers, directors, consultants or independent contractors or the exercise of such options or other awards;
- upon the issuance of any shares of our common stock pursuant to any option, warrant, right or exercisable, exchangeable or convertible security outstanding as of the date the Equity Units were first issued;
- for a change in the par value or no par value of the common stock; or
- for accrued and unpaid contract adjustment payments.

We will, as promptly as practicable after the maximum settlement rate is adjusted, provide written notice of the adjustment to the holders of Equity Units.

If an adjustment is made to the maximum settlement rate, an adjustment also will be made to the reference price on an inversely proportional basis solely to determine which of the clauses of the definition of settlement rate will be applicable to determine the settlement rate with respect to the purchase contract settlement date, any early settlement date or any fundamental change early settlement date.

If any adjustment to the maximum settlement rate becomes effective, or any effective date, expiration time, ex-dividend date or record date for any stock split or reverse stock split, tender or exchange offer, issuance, dividend or distribution (relating to a required maximum settlement rate adjustment) occurs, during the period beginning on, and including, (i) the open of business on a first trading day of the market value averaging period or (ii) in the case of an early settlement or fundamental change early settlement, the relevant early settlement date or the fundamental change early settlement date and, in each case, ending on, and including, the date on which we deliver shares of our common stock under the related purchase contract, we will make appropriate adjustments to the maximum settlement rate, the reference price and/or the number of shares of our common stock deliverable upon settlement with respect to the purchase contract, in each case, consistent with the methodology used to determine the anti-dilution adjustments set forth above. If any adjustment to the maximum settlement rate becomes effective, or any effective date, expiration time, ex-dividend date or record date for any stock split or reverse stock split, tender or exchange offer, issuance, dividend or distribution (in each case, relating to a required maximum settlement rate adjustment) occurs, during the period used to determine the applicable market value, the “stock price” or any other averaging or similar period hereunder, we will make appropriate adjustments to the applicable prices, consistent with the methodology used to determine the anti-dilution adjustments set forth above.

Reorganization Events

The following events are defined as “reorganization events”:

- any recapitalization, reclassification or change of our common stock (other than changes resulting from a subdivision or combination);
- any consolidation, merger or combination involving us;
- any sale, lease or other transfer to another person of the consolidated assets of ours and our subsidiaries substantially as an entirety; or
- any statutory exchange of our common stock;

in each case as a result of which our common stock would be converted into, or exchanged for, stock, other securities, other property or assets (including cash or any combination thereof) (“exchange property”).

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Following the effective date of a reorganization event, the settlement rate shall be determined by reference to the value of an exchange property unit, and we will deliver, upon settlement of any purchase contract, a number of exchange property units equal to the number of shares of our common stock that we would otherwise be required to deliver. An “exchange property unit” is the kind and amount of exchange property receivable in such reorganization event (without any interest thereon, and without any right to dividends or distribution thereon which have a record date that is prior to the applicable settlement date) per share of our common stock by a holder of common stock that is not a person with which we are consolidated or into which we are merged or which merged into us or to which such sale or transfer was made, as the case may be (we refer to any such person as a “constituent person”), or an affiliate of a constituent person, to the extent such reorganization event provides for different treatment of common stock held by the constituent person and/or the affiliates of the constituent person, on the one hand, and non-affiliates of a constituent person, on the other hand. In the event holders of our common stock (other than any constituent person or affiliate thereof) have the opportunity to elect the form of consideration to be received in such transaction, the exchange property unit that holders of the Corporate Units or Treasury Units are entitled to receive will be deemed to be the weighted average of the types and amounts of consideration actually received by the holders of our common stock.

In the event of such a reorganization event, the person formed by such consolidation or surviving such merger or, if other than us, the person which acquires our assets and those of our subsidiaries substantially as an entirety will execute and deliver to the purchase contract agent an agreement providing that the holder of each Equity Unit that remains outstanding after the reorganization event (if any) will have the rights described in the preceding paragraph and expressly assuming all of our obligations under the purchase contracts, the purchase contract and pledge agreement, the mandatory convertible preferred stock and the remarketing agreement. Such supplemental agreement will provide for adjustments to the amount of any securities constituting all or a portion of an exchange property unit and/or adjustments to the maximum settlement rate, which, for events subsequent to the effective date of such reorganization event, will be as nearly equivalent as may be practicable, as determined by us in our sole commercially reasonable discretion, to the adjustments provided for under “—Anti-dilution Adjustments” above (it being understood that any such adjustment may be zero and that no such adjustments shall be required with respect to any portion of the exchange property that consists of cash).

In connection with any reorganization event, we will also adjust the reference dividend based on the number of shares of common stock comprising an exchange property unit and (if applicable) the value of any non-stock consideration comprising an exchange property unit. If an exchange property unit is composed solely of non-stock consideration, the reference dividend will be zero.

The provisions described in this section shall similarly apply to successive reorganization events.

Termination

The purchase contract and pledge agreement provides that the purchase contracts and the obligations and rights of us and of the holders of Corporate Units, Treasury Units and Cash Settled Units thereunder, including the holders’ obligation and right to purchase and receive shares of our common stock and the right to receive accrued and unpaid contract adjustment payments (including deferred contract adjustment payments), will immediately and automatically terminate upon the occurrence of a termination event.

Upon any such termination and receipt of written notice from the purchase contract agent of the same, the collateral agent will release the mandatory convertible preferred stock, the applicable ownership interest in the Treasury portfolio, Treasury securities or cash, as the case may be, from the pledge arrangement and transfer such mandatory convertible preferred stock, the applicable ownership interest in the Treasury portfolio, Treasury securities or cash to the purchase contract agent or transfer agent, as applicable, for distribution to the holders of Corporate Units, Treasury Units and Cash Settled Units. Upon any termination, however, such release and distribution may be subject to a delay. In the event that we become the subject of a case under the U.S. Bankruptcy Code, such delay may occur as a result of the automatic stay under Section 362 of the U.S. Bankruptcy Code or

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other relief sought by the collateral agent, the purchase contract agent or other party asserting an interest in the pledged assets or contending that such termination is not effective and may continue until such automatic stay has been lifted or efforts to obtain such other relief has been resolved against such party.

Moreover, claims arising out of the mandatory convertible preferred stock will be subject to the equitable jurisdiction and powers of the bankruptcy court.

“Termination event” means that at any time on or prior to the purchase contract settlement date:

(i) we institute or have instituted against us a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition for our winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against us, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for our winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof and if such proceeding, judgment, petition or order shall have been entered more than 60 days prior to the purchase contract settlement date, such proceeding, judgment, petition or order shall have continued undischarged and unstayed for a period of 60 days; or

(ii) we seek or become subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for us or for all or substantially all our assets.

Upon the occurrence of a termination event prior to December 1, 2023, the consequences of a Remarketing Failure with respect to the conversion feature of the mandatory convertible preferred stock as set forth in this prospectus supplement will cease to apply.

Pledged Assets and Pledge

The shares of mandatory convertible preferred stock that are a component of the Corporate Units or, following a successful optional remarketing, the applicable ownership interests in the Treasury portfolio, that are a component of the Corporate Units or, if substituted, the Treasury securities that are a component of the Treasury Units or cash that is a component of the Cash Settled Units, collectively, the “pledged assets,” will be pledged to the collateral agent for our benefit pursuant to the purchase contract and pledge agreement to secure your obligation to purchase shares of our common stock under the related purchase contracts. The rights of the holders of the Corporate Units, Treasury Units and Cash Settled Units with respect to such pledged assets will be subject to our security interest therein. No holder of Corporate Units, Treasury Units or Cash Settled Units will be permitted to withdraw the pledged assets related to such Corporate Units, Treasury Units or Cash Settled Units from the pledge arrangement except:

- in the case of Corporate Units, to substitute a Treasury security or cash, as the case may be, for the related mandatory convertible preferred stock as provided for under “Description of the Equity Units—Creating Treasury Units by Substituting a Treasury Security for Mandatory Convertible Preferred Stock” and “Description of the Equity Units—Creating Cash Settled Units from Corporate Units”;
- in the case of Treasury Units, to substitute mandatory convertible preferred stock for the related Treasury security, as provided for under “Description of the Equity Units—Recreating Corporate Units from Treasury Units”; and
- upon any early settlement, cash settlement or termination of the related purchase contracts.

Subject to our security interest and the terms of the purchase contract and pledge agreement, each holder of Corporate Units, unless the Treasury portfolio has replaced the mandatory convertible preferred stock as a component of the Corporate Units, will be entitled through the purchase contract agent or transfer agent, as applicable, and the collateral agent to all of the proportional rights and preferences of the related mandatory convertible preferred stock. Each holder of Treasury Units and each holder of Corporate Units, if the Treasury portfolio has replaced the mandatory convertible preferred stock as a component of the Corporate Units, will retain ownership of the related Treasury securities or the applicable ownership interests in the Treasury portfolio,

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as applicable, pledged in respect of the related purchase contracts. Each holder of Cash Settled Units will retain ownership of the related cash pledged in respect of the related purchase contracts. We will have no interest in the pledged assets other than our security interest.

Except as described in “Certain Provisions of the Purchase Contract and Pledge Agreement—General,” upon receipt of distributions on the pledged assets, the collateral agent will distribute such payments to the purchase contract agent, which in turn will distribute those payments, together with contract adjustment payments received from us, to the holders in whose names the Corporate Units, Treasury Units or Cash Settled Units are registered at the close of business on the record date preceding the date of such distribution.

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CERTAIN PROVISIONS OF THE PURCHASE CONTRACT AND PLEDGE AGREEMENT

In this section, Certain Provisions of the Purchase Contract and Pledge Agreement, “we,” “us” and “our” refer only to NiSource Inc. and any successor obligor, and not to any of its subsidiaries.

The following is a summary of certain provisions of the purchase contract and pledge agreement among us, the purchase contract agent, the collateral agent, the custodial agent and the securities intermediary. The following summary does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all of the provisions of the purchase contract and pledge agreement, including the definitions in the purchase contract and pledge agreement of certain terms. Wherever particular sections or defined terms of the purchase contract and pledge agreement are referred to, such sections or defined terms are incorporated into this prospectus supplement by reference.

General

Except as described under “—Book-Entry System for Corporate Units, Treasury Units and Cash Settled Units” below, payments on the Corporate Units, Treasury Units and Cash Settled Units will be payable, the purchase contracts will be settled and transfers of the Corporate Units, Treasury Units and Cash Settled Units will be registrable at the applicable corporate trust offices or agency of the purchase contract agent in the continental United States of America. In addition, if the Corporate Units, Treasury Units or Cash Settled Units do not remain in book-entry only form, we have the option to make payments on the Corporate Units, Treasury Units and Cash Settled Units by check mailed to the address of the person entitled thereto as shown on the security register or by a wire transfer to the account designated by the holder by a prior written notice.

Shares of our common stock will be delivered on the purchase contract settlement date (or earlier upon early settlement), or, if the purchase contracts have terminated, the related pledged assets will be delivered (potentially after a delay as a result of the imposition of the automatic stay under the U.S. Bankruptcy Code or efforts by other parties to obtain other relief from the bankruptcy court, see “Description of the Purchase Contracts—Termination”) at the corporate trust offices or agency of the purchase contract agent or transfer agent, as applicable, upon presentation and surrender of the applicable Corporate Unit, Treasury Unit or Cash Settled Unit certificate, if in certificated form.

If Corporate Units, Treasury Units or Cash Settled Units are in certificated form and a holder fails to present and surrender the certificate evidencing the Corporate Units, Treasury Units or Cash Settled Units to the purchase contract agent on or prior to the purchase contract settlement date, the shares of our common stock issuable upon settlement of the related purchase contract will be registered in the name of the purchase contract agent. The shares of our common stock, together with any distributions, will be held by the purchase contract agent as agent for the benefit of the holder until the certificate is presented and surrendered or the holder provides satisfactory evidence that the certificate has been destroyed, lost or stolen, together with any indemnity and/or security that may be required by the purchase contract agent and us.

If the purchase contracts terminate prior to the purchase contract settlement date, the related pledged assets are transferred to the purchase contract agent for distribution to the holders, and a holder fails to present and surrender the certificate evidencing the holder’s Corporate Units, Treasury Units or Cash Settled Units, if in certificated form, to the purchase contract agent, the related pledged assets delivered to the purchase contract agent and payments on the pledged assets will be held by the purchase contract agent as agent for the benefit of the holder until the applicable certificate is presented, if in certificated form, or the holder provides the evidence and indemnity and/or security described above.

No service charge will be made for any registration of transfer or exchange of the Corporate Units, Treasury Units or Cash Settled Units, except for any tax or other governmental charge that may be imposed in connection therewith.

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The purchase contract agent will have no obligation to invest or to pay interest on any amounts held by the purchase contract agent pending payment to any holder.

Modification

The purchase contract and pledge agreement will contain provisions permitting us, the purchase contract agent, the collateral agent, the custodial agent and the securities intermediary to modify the purchase contract and pledge agreement without the consent of the holders for any of the following purposes:

- to evidence the succession of another corporation to our obligations;
- to add to the covenants for the benefit of holders or to surrender any of our rights or powers under those agreements;
- to evidence and provide for the acceptance of appointment of a successor purchase contract agent or a successor collateral agent or securities intermediary;
- to conform the provisions of the purchase contract and pledge agreement to the description contained in the preliminary prospectus supplement for this offering, as supplemented by the related pricing term sheet;
- to cure any ambiguity, defect or inconsistency; or
- to make such other provisions in regard to matters or questions arising under the purchase contract and pledge agreement that do not adversely affect the interests of any holders of Equity Units in any material respect.

The purchase contract and pledge agreement will contain provisions preventing us, the purchase contract agent, the collateral agent, the custodial agent and the securities intermediary, subject to certain limited exceptions, from modifying the terms of the purchase contracts and the purchase contract and pledge agreement without the consent of the holders of not less than a majority of the outstanding purchase contracts. However, no modification may, without the consent of the holder of each outstanding purchase contract affected thereby:

- subject to our right to defer contract adjustment payments, change any payment date;
- change the place or currency or method of payment of any contract adjustment payments;
- impair the right to institute suit for the enforcement of a purchase contract or any contract adjustment payment or deferred contract adjustment payment (including compounded contract adjustment payments thereon);
- except as described under “Description of the Purchase Contracts—Early Settlement” or “—Anti-dilution Adjustments,” reduce the number of shares of our common stock purchasable under a purchase contract, increase the purchase price of the shares of our common stock issuable on settlement of any purchase contract, change the purchase contract settlement date or the right to early settlement;
- adversely affect the holder’s rights under a purchase contract in any material respect, *provided* that any amendment made solely to conform the provisions of the purchase contract and pledge agreement to the description contained in the preliminary prospectus supplement for this offering, as supplemented by the related pricing term sheet, will not be deemed to adversely affect the interests of the holders;
- change the amount or type of collateral required to be pledged to secure a holder’s obligations under the purchase contract and pledge agreement, impair the right of the holder of any purchase contract to receive distributions on such collateral, or otherwise adversely affect the holder’s rights in or to such collateral;
- reduce any contract adjustment payments or any deferred contract adjustment payments (including compounded contract adjustment payments); or

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- reduce the above-stated percentage of outstanding purchase contracts whose holders' consent is required for the modification or amendment of the provisions of the purchase contracts and the purchase contract and pledge agreement;

provided that if any amendment or proposal would adversely affect only the Corporate Units, only the Treasury Units or only the Cash Settled Units, then only the affected voting group of holders will be entitled to vote on such amendment or proposal, and such amendment or proposal will not be effective except with the consent of the holders of not less than a majority of such voting group or, if referred to in the immediately preceding eight bullets above, all of the holders of such voting group.

In executing any supplement, modification or amendment to the purchase contract and pledge agreement, the purchase contract agent, collateral agent, custodial agent and securities intermediary shall be provided an officers' certificate and an opinion of counsel stating that the execution of such supplemental agreement is authorized or permitted by the purchase contract and pledge agreement and does not violate the purchase contract and pledge agreement, and that any and all conditions precedent to the execution and delivery of such supplement, modification or amendment have been satisfied. None of the purchase contract agent, collateral agent, custodial agent nor the securities intermediary shall be obligated to execute or deliver any such supplement, modification or amendment that adversely affects their respective rights, duties, liabilities, indemnities, or immunities under the purchase contract and pledge agreement.

We will be entitled to set any day as a record date for the purpose of determining the holders of outstanding Equity Units entitled to give or take any demand, direction, consent or other action under the Equity Units, in the manner and subject to the limitations provided in the purchase contract and pledge agreement. In certain circumstances, the purchase contract agent also will be entitled to set a record date for action by holders. If such a record date is set for any action to be taken by holders of particular Equity Units, such action may be taken only by persons who are holders of such Equity Units at the close of business on the record date.

No Consent to Assumption; Agreement by Purchasers

Each holder of a Corporate Unit, a Treasury Unit or a Cash Settled Unit will be deemed under the terms of the purchase contract and pledge agreement, by the purchase of such Corporate Unit, Treasury Unit or Cash Settled Unit, to have expressly withheld any consent to the assumption (i.e., affirmance) of the related purchase contracts by us, our receiver, liquidator or trustee in the event that we become the subject of a case under the U.S. Bankruptcy Code or other similar state or federal law providing for reorganization or liquidation.

Consolidation, Merger and Conveyance of Assets as an Entirety

We will agree not to merge or consolidate with any other person or sell or convey all or substantially all of our assets to any person unless (i) either we are the continuing entity, or the successor entity (if other than us) is a corporation organized and existing under the laws of the United States of America or a State thereof or the District of Columbia and such corporation expressly assumes all of our responsibilities and liabilities under the purchase contracts, the Corporate Units, the Treasury Units, the Cash Settled Units, the purchase contract and pledge agreement and the remarketing agreement (if any) by one or more supplemental agreements in form satisfactory to the purchase contract agent and the collateral agent, executed and delivered to the purchase contract agent and the collateral agent by such corporation, and (ii) we or such successor corporation, as the case may be, will not, immediately after such merger or consolidation, or such sale or conveyance, be in default in the performance of any of its obligations or covenants under such agreements.

In case of any such consolidation, merger, sale or conveyance, and upon any such assumption by the successor corporation, such successor corporation shall succeed to and be substituted for us, with the same effect as if it had been named in the purchase contracts, the Corporate Units, the Treasury Units, the Cash Settled Units, the purchase contract and pledge agreement and the remarketing agreement (if any) as us and (other than in the case of a lease) we shall be relieved of any further obligation under the purchase contracts, the Corporate Units, the Treasury Units, the Cash Settled Units, the purchase contract and pledge agreement and the remarketing agreement (if any).

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Title

We, the purchase contract agent and the collateral agent may treat the registered owner of any Corporate Units, Treasury Units or Cash Settled Units as the absolute owner of the Corporate Units, Treasury Units or Cash Settled Units for the purpose of making payment (subject to the record date provisions described above), settling the related purchase contracts and for all other purposes.

Replacement of Equity Unit Certificates

In the event that physical certificates have been issued, any mutilated Corporate Unit, Treasury Unit or Cash Settled Unit certificate will be replaced by us at the expense of the holder upon surrender of the certificate to the purchase contract agent. Corporate Unit, Treasury Unit or Cash Settled Unit certificates that become destroyed, lost or stolen will be replaced by us at the expense of the holder upon delivery to us and the purchase contract agent of evidence of their destruction, loss or theft satisfactory to us and the purchase contract agent. In the case of a destroyed, lost or stolen Corporate Unit, Treasury Unit or Cash Settled Unit certificate, an indemnity and/ or security satisfactory to the purchase contract agent and us may be required at the expense of the holder before a replacement certificate will be issued.

Notwithstanding the foregoing, we will not be obligated to issue any Corporate Unit, Treasury Unit or Cash Settled Unit certificates on or after the business day immediately preceding the earliest of any early settlement date, any fundamental change early settlement date, the purchase contract settlement date or the date on which the purchase contracts have terminated. The purchase contract and pledge agreement will provide that, in lieu of the delivery of a replacement Corporate Unit, Treasury Unit or Cash Settled Unit certificate following any of these dates, the purchase contract agent, upon delivery of written direction from us and the evidence and indemnity and/or security described above, will deliver (or cause to be delivered) the shares of our common stock issuable pursuant to the purchase contracts included in the Corporate Units, Treasury Units or Cash Settled Units evidenced by the certificate, or, if the purchase contracts have terminated prior to the purchase contract settlement date, transfer the pledged assets included in the Corporate Units, Treasury Units or Cash Settled Units evidenced by the certificate.

Governing Law

The purchase contracts and the purchase contract and pledge agreement will be governed by, and construed in accordance with, the laws of the State of New York.

Information Concerning the Purchase Contract Agent

U.S. Bank National Association (or its successor) will be the purchase contract agent. The purchase contract agent will act as the agent for the holders of Corporate Units, Treasury Units and Cash Settled Units. The purchase contract agent will not be obligated to take any discretionary action in connection with a default under the terms of the Corporate Units, the Treasury Units, the Cash Settled Units or the purchase contract and pledge agreement.

The purchase contract and pledge agreement will contain provisions limiting the liability of and providing indemnification to the purchase contract agent. The purchase contract and pledge agreement also will contain provisions under which the purchase contract agent may resign or be replaced. Such resignation or replacement will be effective upon the appointment of a successor.

We and certain of our affiliates maintain banking relationships with U.S. Bank National Association or its affiliates.

Information Concerning the Collateral Agent

U.S. Bank National Association will be the collateral agent. The collateral agent will act solely as our agent and will not assume any obligation or relationship of agency or trust for or with any of the holders of the

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Corporate Units, the Treasury Units and the Cash Settled Units except for the obligations owed by a pledgee of property to the owner thereof under the purchase contract and pledge agreement and applicable law.

The purchase contract and pledge agreement will contain provisions limiting the liability of and providing indemnification to the collateral agent. The purchase contract and pledge agreement also will contain provisions under which the collateral agent may resign or be replaced. Such resignation or replacement will be effective upon the appointment of a successor.

We and certain of our affiliates maintain banking relationships with U.S. Bank National Association or its affiliates.

Miscellaneous

The purchase contract and pledge agreement will provide that we will pay all fees and expenses (including fees and expenses of counsel) related to the retention of the custodial agent, the securities intermediary, the collateral agent and the purchase contract agent. Holders who elect to substitute the related pledged assets, thereby creating Treasury Units or Cash Settled Units or recreating Corporate Units, however, will be responsible for any taxes, governmental charges or other fees or expenses (including, without limitation, the reasonable fees and expenses of counsel (including counsel to the custodial agent, the securities intermediary, the purchase contract agent and the collateral agent)) payable in connection with such substitution, as well as for any commissions, fees or other expenses incurred in acquiring the pledged assets to be substituted. We will not be responsible for any such fees or expenses.

Book-Entry System for Corporate Units, Treasury Units and Cash Settled Units

The Depository Trust Company, or DTC, which we refer to along with its successors in this capacity as the depository, will act as securities depository for the Corporate Units, Treasury Units and Cash Settled Units. The Corporate Units, Treasury Units and Cash Settled Units will be issued only as fully registered securities registered in the name of Cede & Co., the depository's nominee. One or more fully registered global security certificates, representing the total aggregate number of Corporate Units, Treasury Units and Cash Settled Units, will be issued and will be deposited with the depository or its custodian and will bear a legend regarding the restrictions on exchanges and registration of transfer referred to below.

The laws of some jurisdictions may require that some purchasers of securities take physical delivery of securities in certificated form. These laws may impair the ability to transfer beneficial interests in the Corporate Units, Treasury Units and Cash Settled Units so long as the Corporate Units, Treasury Units and Cash Settled Units are represented by global security certificates.

DTC advises that it is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 1A of the Exchange Act. The depository holds securities that its participants deposit with the depository. The depository also facilitates the settlement among participants of securities transactions, including transfers and pledges, in deposited securities through electronic computerized book-entry changes in participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. The depository is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the depository's system is also available to others, including securities brokers and dealers, banks, trust companies and clearing corporations that clear transactions through or maintain a custodial relationship with a direct participant, either directly or indirectly. The rules applicable to the depository and its participants are on file with the SEC.

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We will issue the Corporate Units, Treasury Units and Cash Settled Units in definitive certificated form if the depositary notifies us that it is unwilling or unable to continue as depositary or the depositary ceases to be a clearing agency registered under the Exchange Act and a successor depositary is not appointed by us within 90 calendar days. In addition, beneficial interests in a global security certificate may be exchanged for definitive certificated Corporate Units, Treasury Units or Cash Settled Units upon request by or on behalf of the depositary in accordance with customary procedures following the request of a beneficial owner seeking to exercise or enforce its rights under such Corporate Units, Treasury Units or Cash Settled Units. If we determine at any time that the Corporate Units, Treasury Units or Cash Settled Units shall no longer be represented by global security certificates, we will inform the depositary of such determination and the depositary will, in turn, notify participants of their right to withdraw their beneficial interest from the global security certificates, and if such participants elect to withdraw their beneficial interests, we will issue certificates in definitive form in exchange for such beneficial interests in the global security certificates. Any global Corporate Unit, Treasury Unit or Cash Settled Unit, or portion thereof that is exchangeable pursuant to this paragraph will be exchangeable for Corporate Unit, Treasury Unit or Cash Settled Unit certificates, as the case may be, registered in the names directed by the depositary. We expect that these instructions will be based upon directions received by the depositary from its participants with respect to ownership of beneficial interests in the global security certificates.

As long as the depositary or its nominee is the registered owner of the global security certificates, the depositary or its nominee, as the case may be, will be considered the sole owner and holder of the global security certificates and all Corporate Units, Treasury Units and Cash Settled Units represented by these certificates for all purposes under the Corporate Units, Treasury Units, Cash Settled Units and the purchase contract and pledge agreement. Except in the limited circumstances referred to above, owners of beneficial interests in global security certificates:

- will not be entitled to have the Corporate Units, the Treasury Units or the Cash Settled Units represented by these global security certificates registered in their names, and
- will not be considered to be owners or holders of the global security certificates or any Corporate Units, Treasury Units or Cash Settled Units represented by these certificates for any purpose under the Corporate Units, Treasury Units, Cash Settled Units or the purchase contract and pledge agreement.

All payments on the Corporate Units, Treasury Units and Cash Settled Units represented by the global security certificates and all transfers and deliveries of related mandatory convertible preferred stock, Treasury securities, cash and common stock will be made to the depositary or its nominee, as the case may be, as the holder of the securities.

Ownership of beneficial interests in the global security certificates will be limited to participants or persons that may hold beneficial interests through institutions that have accounts with the depositary or its nominee. Ownership of beneficial interests in global security certificates will be shown only on, and the transfer of those ownership interests will be effected only through, records maintained by the depositary or its nominee, with respect to participants' interests, or any participant, with respect to interests of persons held by the participant on their behalf. Procedures for settlement of purchase contracts on the purchase contract settlement date, or upon early settlement, will be governed by arrangements among the depositary, participants and persons that may hold beneficial interests through participants designed to permit settlement without the physical movement of certificates. Payments, transfers, deliveries, exchanges and other matters relating to beneficial interests in global security certificates may be subject to various policies and procedures adopted by the depositary from time to time. None of us, the purchase contract agent nor any agent of us or the purchase contract agent will have any responsibility or liability for any aspect of the depositary's or any participant's records relating to, or for payments made on account of, beneficial interests in global security certificates, or for maintaining, supervising or reviewing any of the depositary's records or any participant's records relating to these beneficial ownership interests.

Although the depositary has agreed to the foregoing procedures in order to facilitate transfers of interest in the global security certificates among participants, the depositary is under no obligation to perform or continue to

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perform these procedures, and these procedures may be discontinued at any time. We will not have any responsibility for the performance by the depositary or its direct participants or indirect participants under the rules and procedures governing the depositary.

The information in this section concerning the depositary and its book-entry system has been obtained from sources that we believe to be reliable, but we have not attempted to verify the accuracy of this information.

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DESCRIPTION OF THE MANDATORY CONVERTIBLE PREFERRED STOCK

In this Description of the Mandatory Convertible Preferred Stock, “we,” “us” and “our” refer only to NiSource Inc. and any successor obligor, and not to any of its subsidiaries.

The following is a summary of certain provisions of the mandatory convertible preferred stock. The following summary does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all of the provisions of our amended and restated certificate of incorporation, as amended, including the certificate of designations establishing the designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions on the mandatory convertible preferred stock and our amended and restated by-laws, as currently in effect, and applicable laws. Wherever particular provisions or defined terms of the mandatory convertible preferred stock are referred to, such provisions or defined terms are incorporated into this prospectus supplement by reference.

General

Under our amended and restated certificate of incorporation, as amended, our board of directors designated up to 920,000 shares of our authorized but unissued preferred stock as, and approved a certificate of designations creating, a series of our preferred stock, designated as the Series C Mandatory Convertible Preferred Stock, which we refer to as the “mandatory convertible preferred stock.” We will not (i) change any terms of the mandatory convertible preferred stock except as set forth in the certificate of designations and (ii) issue any additional shares of the mandatory convertible preferred stock other than in accordance with the certificate of designations.

We will issue an aggregate of up to 750,000 shares of the mandatory convertible preferred stock, or 862,500 shares if the underwriters exercise their over-allotment option on the Corporate Units in full. When issued in accordance with this prospectus supplement and the accompanying prospectus, the mandatory convertible preferred stock will be validly issued, fully paid and non-assessable. The holders of the mandatory convertible preferred stock will have no preemptive or preferential rights to purchase or subscribe for any class of our stock, obligations, warrants or other securities.

Each Corporate Unit includes a 1/10th, or 10%, undivided beneficial ownership interest in one share of mandatory convertible preferred stock with an initial \$1,000 liquidation preference that corresponds to the stated amount of \$100 per Corporate Unit.

We do not intend to list the mandatory convertible preferred stock that are not a part of Corporate Units on any securities exchange.

Ranking

The mandatory convertible preferred stock, with respect to dividend rights and/or distribution rights upon our liquidation, winding-up or dissolution, as applicable, will rank:

- senior to (i) our common stock and (ii) any other class or series of our capital stock established after the first original issue date of shares of the mandatory convertible preferred stock, the terms of which do not expressly provide that such class or series ranks on parity with the mandatory convertible preferred stock or senior to the mandatory convertible preferred stock as to dividend rights or distribution rights upon our liquidation, winding-up or dissolution, as the case may be (which we refer to collectively as “junior stock”);
- on parity with (i) our Series A Preferred Stock, our Series B Preferred Stock and our Series B-1 Preferred Stock and (ii) any other class or series of our capital stock established after the first original

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issue date of shares of the mandatory convertible preferred stock, the terms of which expressly provide that such class or series will rank on parity with the mandatory convertible preferred stock as to dividend rights or distribution rights upon our liquidation, winding-up or dissolution, as the case may be (which we refer to collectively as “parity stock”);

- junior to any other class or series of our capital stock established after the first original issue date of shares of the mandatory convertible preferred stock the terms of which expressly provide that such class or series will rank senior to the mandatory convertible preferred stock as to dividend rights or distribution rights upon our liquidation, winding-up or dissolution, as the case may be (which we refer to collectively as “senior stock”); and
- junior to our existing and future indebtedness and other liabilities (including trade payables).

In addition, with respect to dividend rights and distribution rights upon our liquidation, winding-up or dissolution, the mandatory convertible preferred stock will be structurally subordinated to existing and future indebtedness and other obligations of each of our subsidiaries. See “Risk Factors—Risk Factors Relating to the Mandatory Convertible Preferred Stock—The mandatory convertible preferred stock ranks junior to all of our indebtedness and other liabilities.” It is possible a bankruptcy court may not respect the priority of the mandatory convertible preferred stock. See “Risk Factors—Risk Factors Relating to the Mandatory Convertible Preferred Stock—It is possible that a bankruptcy court may rank any claims under the mandatory convertible preferred stock equally with or below the claims of holders of common stock and that you may receive no recovery on your claims.”

In the case of our liquidation, dissolution or winding up, holders of the mandatory convertible preferred stock will not have the right to receive any payment or distribution unless all of our liabilities are first paid in full and the priority of any senior stock is satisfied.

We currently have no capital stock outstanding that is senior to the mandatory convertible preferred stock. We currently have 420,000 shares of outstanding preferred stock that is on parity with the mandatory convertible preferred stock, consisting of 400,000 shares of Series A Preferred Stock representing \$400 million of aggregate liquidation preference (not taking into account any accumulated and unpaid dividends) and 20,000 shares of Series B Preferred Stock representing \$500 million of aggregate liquidation preference (not taking into account any accumulated and unpaid dividends). In addition, we currently have outstanding 20,000 shares of Series B-1 Preferred Stock, par value \$0.01 per share, which were issued as a distribution with respect to the Series B Preferred Stock to enhance the voting rights of the Series B Preferred Stock and to comply with the minimum voting rights policy of the New York Stock Exchange. The Series B-1 Preferred Stock is paired with the Series B Preferred Stock and may not be transferred, redeemed or repurchased except in connection with the simultaneous transfer, redemption or repurchase of a like number of shares of the underlying Series B Preferred Stock.

We own all of the equity interest of our subsidiaries. As of March 31, 2021, we had approximately \$9,572 million principal amount of outstanding indebtedness on an unconsolidated basis, all of which is senior in right of payment to the mandatory convertible preferred stock. In addition, the mandatory convertible preferred stock will be structurally subordinated to all debt, preferred stock and other liabilities of our subsidiaries, which means that creditors and any preferred stockholders of our subsidiaries will be paid from the assets of such subsidiaries before holders of the mandatory convertible preferred stock would have any claims to those assets. As of March 31, 2021, our subsidiaries had approximately \$279.5 million principal amount of outstanding indebtedness.

Dividends

The mandatory convertible preferred stock initially will not bear any dividends and the liquidation preference of the mandatory convertible preferred stock will not accrete. Following a successful remarketing of the mandatory convertible preferred stock, dividends may become payable on the \$1,000 liquidation preference per share of the mandatory convertible preferred stock, when, as and if declared by our board of directors out of funds legally available for the payment of dividends, at a dividend rate to be determined in connection with such successful remarketing, payable in cash, shares of our common stock, or a combination of cash and shares of our common stock, at our election.

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If dividends become payable on the mandatory convertible preferred stock in connection with a successful remarketing, dividends will accumulate from the remarketing settlement date and will be payable when, as and if declared by our board of directors on March 1, 2024 (or, at our election in consultation with the remarketing agent in connection with a successful optional remarketing, on each of December 1, 2023 and March 1, 2024) (each, a “dividend payment date”), to the person whose name appears in our stock records at the close of business on the applicable record date, which will be the fifteenth day of the month immediately preceding the month in which the relevant dividend payment date falls (whether or not a business day). We refer to each period beginning on and including a dividend payment date (or, in respect of the first dividend period, the remarketing settlement date) to, but excluding, the next dividend payment date as a “dividend period.”

We will calculate dividends, if any, on the mandatory convertible preferred stock on the basis of a 360-day year of twelve 30-day months (and for any period less than a month, on the basis of the actual number of days elapsed in a 30-day month). Dollar amounts resulting from that calculation will be rounded to the nearest cent, with one-half cent being rounded upward. Dividends, if any, on the mandatory convertible preferred stock will cease to accumulate upon conversion, as described below.

If a dividend payment date falls on a date that is not a business day, such dividend payment date will be postponed to the next succeeding business day; *provided* that, if such business day falls in the next succeeding calendar month, the dividend payment date will be brought forward to the immediately preceding business day.

Dividends, if any, on the mandatory convertible preferred stock will accumulate whether or not:

- we have earnings;
- there are funds legally available for the payment of those dividends; or
- those dividends are authorized or declared.

So long as any shares of mandatory convertible preferred stock remain outstanding, except as described below, unless full cumulative dividends, if any, on the mandatory convertible preferred stock for all past dividend periods (including compounded dividends thereon) shall have been or contemporaneously are declared and paid or declared and a sum or number of shares of common stock sufficient for the payment thereof is set apart for payment, we will not:

- declare and pay or declare and set aside for payment of dividends, and we will not declare and make any distribution of cash or other property, directly or indirectly, on or with respect to any shares of our common stock or shares of any other class or series of our capital stock ranking, as to dividends, on parity with or junior to the mandatory convertible preferred stock, for any period;
- redeem, purchase or otherwise acquire for any consideration, or make any other distribution of cash or other property, directly or indirectly, on or with respect to, or pay or make available any monies for a sinking fund for the redemption of, any common stock or shares of any other class or series of our capital stock ranking, as to dividends or upon liquidation, on parity with or junior to the mandatory convertible preferred stock; or
- redeem, purchase or otherwise acquire for any consideration, or make any other distribution of cash or other property, directly or indirectly, on or with respect to the purchase contracts or make any payments (including any contract adjustment payments) under the purchase contracts or any payment under any similar agreement providing for the issuance by us of capital stock on a forward basis.

The foregoing sentence, however, will not prohibit:

- purchases, redemptions or other acquisitions of shares of capital stock ranking junior to the mandatory convertible preferred stock in connection with any employment contract, benefit plan or other similar arrangement with or for the benefit of current or former employees, officers, directors or consultants;

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- purchases of shares of our common stock pursuant to a contractually binding requirement to buy stock existing prior to the commencement of the first dividend period for which dividends are unpaid, including under a contractually binding stock repurchase plan;
- the purchase of, or the payment of cash in lieu of, fractional interests in shares of capital stock ranking junior to the mandatory convertible preferred stock issued by us (i) in connection with a bona fide acquisition of a business or (ii) pursuant to the conversion or exchange provisions of such capital stock or securities convertible into or exchangeable for such capital stock;
- any declaration of a dividend on our capital stock in connection with the implementation of a shareholders rights plan designed to protect us against unsolicited offers to acquire our capital stock, or the issuance of our capital stock under any such plan in the future, or the redemption or repurchase of any such rights pursuant thereto;
- dividends or distributions payable solely in capital stock ranking junior to the mandatory convertible preferred stock, or warrants, options or rights to acquire such capital stock, other than any indebtedness or our capital stock ranking, as to dividends or upon liquidation, on parity with or senior to the mandatory convertible preferred stock, in each case, convertible into, exercisable for or exchangeable for our capital stock ranking junior to the mandatory convertible preferred stock; or
- the conversion into or exchange for other shares of any class or series of capital stock ranking junior to the mandatory convertible preferred stock.

We will not permit any of our subsidiaries to purchase or otherwise acquire for consideration any shares of our stock unless we could, under the above paragraph, purchase or otherwise acquire such shares at such time and in such manner. We refer to the provisions described in this paragraph and the above paragraph as the “dividend blocker provisions.”

When we do not pay dividends, if any, in full (or do not set apart a sum sufficient to pay them in full) on the mandatory convertible preferred stock and the shares of any other class or series of capital stock ranking, as to dividends, on parity with the mandatory convertible preferred stock, we will declare any dividends upon the mandatory convertible preferred stock and each such other class or series of capital stock ranking, as to dividends, on parity with the mandatory convertible preferred stock *pro rata*, so that the amount of dividends declared per share of the mandatory convertible preferred stock and such other class or series of capital stock will in all cases bear to each other the same ratio that accumulated and unpaid dividends per share on the mandatory convertible preferred stock and such other class or series of capital stock (which will not include any accumulation in respect of unpaid dividends on such other class or series of capital stock for prior dividend periods if such other class or series of capital stock does not have a cumulative dividend) bear to each other.

If dividends become payable in connection with a successful remarketing, any accumulated and unpaid dividends will accumulate additional dividends at the applicable dividend rate until paid, compounded quarterly, to, but excluding, the payment date. We refer to these additional dividends that accumulate on accumulated and unpaid dividends as “compounded dividends” and the payments in respect thereof as “compounded dividend payments.”

Holders of shares of the mandatory convertible preferred stock are not entitled to any dividends in excess of the full cumulative dividends (including compounded dividends) on the mandatory convertible preferred stock as described above. Any dividend payment made on the mandatory convertible preferred stock will first be credited against the earliest accumulated but unpaid dividends due with respect to those shares which remain payable.

No dividend will be paid unless and until our board of directors declares a dividend payable with respect to the mandatory convertible preferred stock. Our ability to declare and pay dividends, if any, and make other distributions with respect to our capital stock, including the mandatory convertible preferred stock, may be limited by the terms of any indentures, loan agreements or other financing arrangements that we enter into in the future. In addition, our ability to declare and pay dividends, if any, may be limited by the Delaware General Corporation Law.

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Method of Payment of Dividends

Subject to the limitations described below, we may pay any dividend (or any portion of any dividend) on the mandatory convertible preferred stock (whether or not for a current dividend period or any prior dividend period), determined in the sole discretion of our board of directors:

- in cash;
- by delivery of shares of our common stock; or
- through any combination of cash and shares of our common stock.

We will make each payment of a dividend, if any, on the mandatory convertible preferred stock in cash, except to the extent we elect to make all or any portion of such payment in shares of our common stock. We will give the holders of the mandatory convertible preferred stock notice of any such election and the portion of such payment that will be made in cash and the portion that will be made in common stock no later than eight scheduled trading days prior to the dividend payment date for such dividend.

If we elect to make any such payment of a dividend, or any portion thereof, in shares of our common stock, such shares shall be valued for such purpose at the applicable five-day average price, *multiplied by 97%*.

No fractional shares of common stock will be delivered to the holders of the mandatory convertible preferred stock in respect of dividends. We will instead pay a cash adjustment to each holder that would otherwise be entitled to a fraction of a share of common stock based on (i) the five-day average price and (ii) the aggregate number of shares of mandatory convertible preferred stock held by such holder (or, if the mandatory convertible preferred stock is held in global book-entry form, based on the applicable procedures of the depository for determining such number of shares).

To the extent a shelf registration statement is required in our reasonable judgment in connection with the issuance of or for resales of common stock issued as payment of a dividend, we will, to the extent such a registration statement is not currently filed and effective, use our reasonable best efforts to file and maintain the effectiveness of such a shelf registration statement until the earlier of such time as all such shares of common stock have been resold thereunder and such time as all such shares are freely tradable under Rule 144 by non-affiliates of ours without registration. To the extent applicable, we will also use our reasonable best efforts to have the shares of common stock qualified or registered under applicable state securities laws, if required, and approved for listing on the New York Stock Exchange (or if our common stock is not listed on the New York Stock Exchange, on the principal other U.S. national or regional securities exchange on which our common stock is then listed).

Any dividends paid in shares of our common stock will be subject to the listing standards of the New York Stock Exchange, if applicable.

Liquidation Preference

Upon any voluntary or involuntary liquidation, dissolution or winding up of our affairs, before any distribution or payment shall be made to holders of shares of our common stock or any other class or series of capital stock ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up of our affairs, junior to the mandatory convertible preferred stock, holders of shares of the mandatory convertible preferred stock are entitled to be paid out of our assets legally available for distribution to our stockholders, after payment of or provision for our debts and other liabilities, a liquidation preference of \$1,000 per share of the mandatory convertible preferred stock, *plus* an amount equal to any accumulated and unpaid dividends (whether or not authorized or declared) up to but excluding the date of payment, but subject to the prior payment in full of all our liabilities and the payment of our senior stock. It is possible a bankruptcy court may not respect the priority of the mandatory convertible preferred stock. See “Risk Factors—Risk Factors Relating to the

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Mandatory Convertible Preferred Stock—It is possible that a bankruptcy court may rank any claims under the mandatory convertible preferred stock equally with or below the claims of holders of common stock and that you may receive no recovery on your claims.” If, upon our voluntary or involuntary liquidation, dissolution or winding up, our available assets are insufficient to pay the full amount of the liquidating distributions on all outstanding shares of the mandatory convertible preferred stock and the corresponding amounts payable on all shares of each other class or series of capital stock ranking, as to liquidation rights, on parity with the mandatory convertible preferred stock in the distribution of assets, then holders of shares of the mandatory convertible preferred stock and each such other class or series of capital stock ranking, as to voluntary or involuntary liquidation rights, on parity with the mandatory convertible preferred stock will share ratably in any distribution of assets in proportion to the full liquidating distributions to which they would otherwise be respectively entitled.

Holders of shares of the mandatory convertible preferred stock will be entitled to written notice of any event triggering the right to receive a distribution in connection with any voluntary or involuntary liquidation, dissolution or winding up of our affairs. After payment of the full amount of the liquidating distributions to which they are entitled, holders of shares of the mandatory convertible preferred stock will have no right or claim to any of our remaining assets. Our consolidation or merger with or into any other corporation, trust or other entity, or the voluntary sale, lease, transfer or conveyance of all or substantially all of our property or business, will not be deemed to constitute a liquidation, dissolution or winding up of our affairs.

Redemption

The mandatory convertible preferred stock will not be redeemable. However, at our option, we may purchase or otherwise acquire (including in an exchange transaction) separate shares of mandatory convertible preferred stock from time to time in the open market, by tender or exchange offer or otherwise, without the consent of, or notice to, holders.

Limited Voting Rights

Holders of shares of the mandatory convertible preferred stock generally do not have any voting rights, except as set forth below and as required by applicable law or as specifically required or recommended by the New York Stock Exchange listing rules. In matters where holders of the mandatory convertible preferred stock are entitled to vote, each share of the mandatory convertible preferred stock shall be entitled to one vote.

When a Supermajority Vote is Required

So long as any shares of the mandatory convertible preferred stock remain outstanding, we will not, without the consent or the affirmative vote of the holders of at least two-thirds of the outstanding shares of the mandatory convertible preferred stock together with each other class or series of preferred stock ranking on parity with the mandatory convertible preferred stock with respect to the payment of dividends and the distribution of assets upon our liquidation, dissolution or winding up and upon which like voting rights have been conferred (voting as a single class):

- authorize, create or issue, or increase the number of authorized or issued shares of, any class or series of stock ranking senior to the mandatory convertible preferred stock with respect to payment of dividends, or the distribution of assets upon the liquidation, dissolution or winding up of our affairs, or reclassify any of our authorized capital stock into any such shares, or create, authorize or issue any obligation or security convertible into or evidencing the right to purchase any such shares;
- amend, alter or repeal the provisions of our amended and restated certificate of incorporation (by amendment, merger or otherwise) so as to materially and adversely affect any right, preference, privilege or voting power of the mandatory convertible preferred stock; or
- consummate a reorganization or reclassification involving the shares of mandatory convertible preferred stock or a merger or consolidation of us with another entity, unless either (i) the shares of

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mandatory convertible preferred stock remain outstanding and have rights, preferences, privileges and voting powers, taken as a whole, that are no less favorable to the holders thereof than the rights, preferences, privileges and voting powers of the mandatory convertible preferred stock immediately prior to such consummation, taken as a whole, or (ii) in the case of any such merger or consolidation with respect to which we are not the surviving or resulting entity, the shares of mandatory convertible preferred stock are converted into or reclassified into or exchanged for preference securities of the surviving or resulting entity or its ultimate parent, such surviving or resulting entity or ultimate parent is organized under the laws of the United States, any state thereof or the District of Columbia and treated as a corporation for U.S. federal income tax purposes, and such preference securities have rights, preferences, privileges and voting powers, taken as a whole, that are no less favorable to the holders thereof than the rights, preferences, privileges and voting powers of the mandatory convertible preferred stock immediately prior to such consummation, taken as a whole;

provided that neither (i) any amendment of the certificate of designations in accordance with the provisions of “—Recapitalizations, Reclassifications and Changes of Our Common Stock” below, nor (ii) the creation and issuance, or an increase in the authorized or issued amount, whether pursuant to pre-emptive or similar rights or otherwise, of any series of preferred stock (including the mandatory convertible preferred stock), ranking equally with and/or junior to the mandatory convertible preferred stock with respect to the payment of dividends (whether such dividends are cumulative or non-cumulative) and the distribution of assets upon our liquidation, dissolution and winding-up, shall be deemed to materially or adversely affect the rights, preferences, privileges or voting powers of the mandatory convertible preferred stock, and shall not require the affirmative vote or consent of the holders of the mandatory convertible preferred stock.

If any amendment, alteration, repeal, share exchange, reclassification, merger or consolidation specified above would adversely affect one or more but not all series of parity stock (including the mandatory convertible preferred stock for this purpose), then only the one or more series of parity stock adversely affected and entitled to vote, rather than all series of parity stock, shall vote as a class.

To the fullest extent permitted by law, without the consent of the holders of the mandatory convertible preferred stock, so long as such action does not adversely affect the special rights, preferences, privileges or voting powers of the mandatory convertible preferred stock, and limitations and restrictions thereof, we may amend, alter, supplement, or repeal any terms of the mandatory convertible preferred stock for the following purposes:

- to cure any ambiguity, defect, inconsistency or mistake, or to correct or supplement any provision contained in the certificate of designations establishing the terms of the mandatory convertible preferred stock that may be defective or inconsistent with any other provision contained in such certificate of designations;
- to make any provision with respect to matters or questions relating to the mandatory convertible preferred stock that is not inconsistent with the provisions of the certificate of designations establishing the terms of the mandatory convertible preferred stock;
- to waive any of our rights with respect thereto; or
- to make any other change to the terms of the mandatory convertible preferred stock;

provided that any such amendment, alteration, supplement or repeal of any terms of the mandatory convertible preferred stock effected in order to (1) conform the terms thereof to the description of the terms of the mandatory convertible preferred stock set forth under “Description of the Mandatory Convertible Preferred Stock” in the preliminary prospectus supplement for this offering as supplemented and/or amended by the related pricing term sheet or (2) implement the changes under “—Terms of Remarketed Mandatory Convertible Preferred Stock”, as the case may be, shall be deemed not to adversely affect the special rights, preferences, privileges and voting powers, and limitations and restrictions thereof, of the mandatory convertible preferred stock.

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Holders of shares of the mandatory convertible preferred stock will not be entitled to vote with respect to any increase in the total number of authorized shares of our common stock or preferred stock, any increase in the number of authorized shares of the mandatory convertible preferred stock or the creation or issuance of any other class or series of capital stock, or any increase in the number of authorized shares of any other class or series of capital stock, in each case, ranking on parity with or junior to the mandatory convertible preferred stock with respect to the payment of dividends and the distribution of assets upon liquidation, dissolution or winding up, except as set forth above.

Holders of shares of the mandatory convertible preferred stock will not have any voting rights with respect to, and the consent of the holders of shares of the mandatory convertible preferred stock is not required for, the taking of any corporate action, including any merger or consolidation involving us or a sale of all or substantially all of our assets, regardless of the effect that such merger, consolidation or sale may have upon the powers, preferences, voting power or other rights or privileges of the mandatory convertible preferred stock, except as set forth above.

Mandatory Conversion

Each outstanding share of the mandatory convertible preferred stock, unless previously converted, will automatically convert on the mandatory conversion date (as defined below), into a number of shares of our common stock equal to the conversion rate described below. However, if a Remarketing Failure has previously occurred, effective as of December 1, 2023 the conversion rate will be zero, no shares of our common stock will be delivered upon such automatic conversion of any shares of mandatory convertible preferred stock that remain outstanding following December 1, 2023, and each such share of mandatory convertible preferred stock will be automatically transferred to us on the mandatory conversion date without any payment of cash or shares of our common stock thereon. See “Risk Factors—Risk Factors Relating to the Equity Units—If a Remarketing Failure occurs and you hold Treasury Units or Cash Settled Units and separate shares of mandatory convertible preferred stock, you must recreate Corporate Units in order to avoid losing your pledged Treasury securities or cash and being left with mandatory convertible preferred stock with little economic value” and “Risk Factors—Risk Factors Relating to the Mandatory Convertible Preferred Stock—If a Remarketing Failure occurs, the mandatory convertible preferred stock will not convert into any shares of our common stock and will be automatically transferred to us on or around March 1, 2024 without any payment of cash or shares of our common stock thereon.”

Unless a Remarketing Failure has occurred, the conversion rate, which is the number of shares of our common stock issuable upon conversion of each share of the mandatory convertible preferred stock on the mandatory conversion date (excluding any shares of our common stock issued in respect of accumulated and unpaid dividends, as described below), will be as follows:

- if the mandatory settlement value of our common stock is greater than the threshold appreciation price, which is approximately \$28.7993, then the conversion rate will be 34.7231 shares of our common stock per share of mandatory convertible preferred stock, or the “minimum conversion rate”;
- if the mandatory settlement value of our common stock is less than or equal to the threshold appreciation price but equal to or greater than the initial price, which is approximately \$24.51 (the closing price of our common stock on the pricing date of this offering), then the conversion rate will be equal to \$1,000 *divided by* the mandatory settlement value of our common stock, rounded to the nearest ten-thousandth of a share; or
- if the mandatory settlement value of our common stock is less than the initial price, then the conversion rate will be 40.7997 shares of our common stock per share of mandatory convertible preferred stock, or the “maximum conversion rate”.

If a Remarketing Failure has occurred, effective as of December 1, 2023 the conversion rate will be fixed at zero shares of our common stock and, with respect to any shares of mandatory convertible preferred stock that

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remain outstanding following the purchase contract settlement date, you will not receive any shares of our common stock on the mandatory conversion date in respect of such shares of mandatory convertible preferred stock or otherwise. In such case, no shares of our common stock will be delivered upon automatic conversion and each such share of mandatory convertible preferred stock will be automatically transferred to us on the mandatory conversion date without any payment of cash or shares of our common stock thereon.

We refer to the minimum conversion rate and the maximum conversion rate collectively as the “fixed conversion rates”. The “threshold appreciation price” is calculated by dividing \$1,000 by the minimum conversion rate of 34.7231 shares of common stock, and represents an approximately 17.5% appreciation over the initial price. The “initial price” is calculated by dividing \$1,000 by the maximum conversion rate of 40.7997 shares of common stock, and initially is approximately equal to the closing price of our common stock on the New York Stock Exchange on the pricing date for this offering. The fixed conversion rates are subject to adjustment as described in “—Anti-dilution Adjustments” below.

If dividends become payable in connection with a successful remarketing and we declare a dividend for the dividend period ending on, but excluding, March 1, 2024, we will pay such dividend to the holders of record as of the immediately preceding record date, as described above under “—Dividends.” If dividends become payable in connection with a successful remarketing and on or prior to March 1, 2024 we have not declared all or any portion of the accumulated and unpaid dividends on the mandatory convertible preferred stock, the conversion rate will be adjusted so that holders receive an additional number of shares of our common stock equal to:

- the amount of such accumulated and unpaid dividends that have not been declared, or the “mandatory conversion additional conversion amount”, *divided by*
- the greater of (i) the Floor Price and (ii) 97% of the applicable five-day average price (calculated using March 1, 2024 as the applicable dividend payment date).

The “Floor Price” is \$8.58, which amount represents approximately 35% of the initial price, subject to adjustment in a manner inversely proportional to any anti-dilution adjustment to each fixed conversion rate as set forth below in “—Anti-dilution Adjustments.” To the extent that the mandatory conversion additional conversion amount exceeds the product of the number of additional shares and 97% of the applicable five-day average price, we will, if we are able to do so under applicable Delaware law, declare and pay such excess amount in cash (computed to the nearest cent) *pro rata* to the holders of the mandatory convertible preferred stock. To the extent that we are not able to pay such excess amount in cash under applicable Delaware law, we will not have any obligation to pay such amount in cash or deliver additional shares of our common stock in respect of such amount.

If a Remarketing Failure has occurred the mandatory convertible preferred stock will continue to not pay any dividends and, with respect to any shares of mandatory convertible preferred stock that remain outstanding following the purchase contract settlement date, you will not receive any consideration in respect of dividends or the conversion right on the mandatory conversion date.

Hypothetical Conversion Values upon Mandatory Conversion

For illustrative purposes only, the following table shows the number of shares of our common stock that a holder of the mandatory convertible preferred stock would receive upon mandatory conversion of one share of mandatory convertible preferred stock at various mandatory settlement values for our common stock. The table assumes that there has not been a Remarketing Failure, there will be no conversion rate adjustments as described below in “—Anti-dilution Adjustments” and that dividends on the mandatory convertible preferred stock will be declared and paid in cash (and not in additional shares of our common stock). The actual mandatory settlement value of our common stock may differ from those set forth in the table below.

If a Remarketing Failure has previously occurred, with respect to any shares of mandatory convertible preferred stock that remain outstanding following the purchase contract settlement date, no

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shares of our common stock will be delivered upon such mandatory conversion and each such share of mandatory convertible preferred stock will be automatically transferred to us on the mandatory conversion date without any payment of cash or shares of our common stock thereon.

Given an initial price of approximately \$24.51 and a threshold appreciation price of approximately \$28.7993, a holder of mandatory convertible preferred stock would receive on the mandatory conversion date the number of shares of our common stock per share of mandatory convertible preferred stock set forth below:

Assumed mandatory settlement value of our common stock	Number of shares of our common stock to be received upon mandatory conversion	Assumed conversion value (calculated as mandatory settlement value <i>multiplied by the number of shares of our common stock to be received upon mandatory conversion</i>)
\$10.00	40.7997	\$408.00
\$12.00	40.7997	\$489.60
\$14.00	40.7997	\$571.20
\$16.00	40.7997	\$652.80
\$18.00	40.7997	\$734.39
\$24.51	40.7997	\$1,000.00
\$27.50	36.3636	\$1,000.00
\$28.7993	34.7231	\$1,000.00
\$35.00	34.7231	\$1,215.31
\$40.00	34.7231	\$1,388.92
\$45.00	34.7231	\$1,562.54
\$55.00	34.7231	\$1,909.77
\$60.00	34.7231	\$2,083.39

Accordingly, assuming that the market price of our common stock on the mandatory conversion date is the same as the mandatory settlement value of our common stock and no Remarketing Failure has occurred, the aggregate market value of our common stock you receive upon mandatory conversion of a share of mandatory convertible preferred stock (excluding any shares of our common stock you receive in respect of accumulated and unpaid dividends) will be:

- greater than the \$1,000 liquidation preference of the share of mandatory convertible preferred stock, if the mandatory settlement value is greater than the threshold appreciation price;
- equal to the \$1,000 liquidation preference of the share of mandatory convertible preferred stock, if the mandatory settlement value is less than or equal to the threshold appreciation price and greater than or equal to the initial price; and
- less than the \$1,000 liquidation preference of the share of mandatory convertible preferred stock, if the mandatory settlement value is less than the initial price.

If a Remarketing Failure has occurred, with respect to any shares of mandatory convertible preferred stock that remain outstanding following the purchase contract settlement date, no shares of common stock will be deliverable upon mandatory conversion of such shares of mandatory convertible preferred stock and each such share will be automatically transferred to us on the mandatory conversion date without payment or delivery of any cash or shares of our common stock or other consideration.

Definitions

“Mandatory settlement value” means the average of the daily VWAPs per share of our common stock over the mandatory averaging period.

“Mandatory averaging period” means the 40 consecutive trading day period commencing on, and including, the 41st scheduled trading day immediately preceding March 1, 2024.

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“Mandatory conversion date” means the second business day immediately following the last trading day of the mandatory averaging period. The mandatory conversion date is expected to be March 1, 2024.

Early Conversions

Holders of Corporate Units do not have the right to convert their ownership interests in the mandatory convertible preferred stock that are a part of such Corporate Units. Only shares of mandatory convertible preferred stock that are not a part of Corporate Units may be so converted. Holders of such separate shares of mandatory convertible preferred stock that are not a part of Corporate Units may convert their shares of mandatory convertible preferred stock into common stock at their option prior to December 1, 2023 only upon the occurrence of a fundamental change. In order for a holder of Corporate Units to separate their mandatory convertible preferred stock from the purchase contracts in order to convert the mandatory convertible preferred stock in connection with a fundamental change, the holder must either (1) create Treasury Units (at any time other than during a blackout period), (2) settle the related purchase contracts early with separate cash, as described under “Description of the Purchase Contracts—Early Settlement Upon a Fundamental Change” above or (3) during the period after the date we give notice of a final remarketing, create Cash Settled Units on or prior to the second business day immediately preceding the first day of the final remarketing period. If a fundamental change occurs, holders of separate shares of mandatory convertible preferred stock can convert such shares at any time from or after the effective date of such transaction until the related fundamental change conversion deadline (as defined below).

On and after December 1, 2023, holders of shares of mandatory convertible preferred stock may, at their option, convert their shares early as set forth in “—Early Conversion at the Option of the Holder” below.

Conversion at the Option of the Holder upon Fundamental Change

If a fundamental change (as defined in “Description of the Purchase Contracts—Early Settlement Upon a Fundamental Change” above) occurs, unless a Remarketing Failure has occurred, a holder may elect to convert separate shares of mandatory convertible preferred stock in connection with the fundamental change (the right of conversion, “fundamental change conversion right”). If the stock price (as defined in “Description of the Purchase Contracts—Early Settlement Upon a Fundamental Change—Calculation of Make-Whole Shares” above) is less than the threshold appreciation price, any such conversion in connection with the fundamental change will be at an adjusted conversion rate that will be equal to (x) the \$1,000 liquidation preference *plus* all accumulated and unpaid dividends, if any, to, but excluding the fundamental change settlement date described below (unless the conversion date for a share of mandatory convertible preferred stock occurs after the record date for the payment of declared dividends and prior to the related dividend payment date, in which case the conversion rate calculation for such share will not include any accumulated and unpaid dividends that will be paid to holders of record on such record date) *divided by* (y) the average of the closing prices of our common stock for the five consecutive trading days ending on the second business day prior to the fundamental change settlement date (or, in the case of a fundamental change described in clause (ii) of the definition of fundamental change where the holders of our common stock receive only cash in the fundamental change, the cash amount paid per share of our common stock) (the amount described in clause (y), the “fundamental change settlement price”). Notwithstanding the foregoing, in no event will the conversion rate exceed 81.5994 shares of common stock per share of mandatory convertible preferred stock (subject to adjustment as set forth under “—Anti-dilution Adjustments”), which is equal to the \$1,000 liquidation preference *divided by* 50% of the initial price.

If the stock price is greater than or equal to the threshold appreciation price, then the conversion rate will be the minimum conversion rate *plus* an additional number of shares of our common stock equal to (i) all accumulated and unpaid dividends, if any, to, but excluding the fundamental change settlement date described below (unless the conversion date for a share of mandatory convertible preferred stock occurs after the record date for the payment of declared dividends and prior to the related dividend payment date, in which case the conversion rate calculation for such share will not include any accumulated and unpaid dividends that will be paid to holders of record on such record date) *divided by* (ii) the fundamental change settlement price.

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A conversion of the mandatory convertible preferred stock will be deemed for these purposes to be “in connection with” such a fundamental change (regardless of the stock price) if the conversion date occurs from, and including, the effective date of such fundamental change to, and including, the date we specified in the fundamental change company notice as the last date on which a holder of the mandatory convertible preferred stock may exercise the fundamental change conversion right for that fundamental change, which we refer to as the “fundamental change conversion deadline.” The fundamental change conversion deadline will be a date no less than 20 business days nor more than 35 business days after the effective date of such fundamental change; *provided* that if any purchase contracts are outstanding at the time we give the fundamental change company notice, such date shall not be less than 10 business days following the fundamental change early settlement date we specify for the purchase contracts as described under “Description of the Purchase Contracts—Early Settlement Upon a Fundamental Change.”

We will send a notice to holders of the mandatory convertible preferred stock of a fundamental change within five business days after the effective date of the fundamental change (the “fundamental change company notice”). Such fundamental change company notice will state:

- the events constituting the fundamental change;
- the effective date of the fundamental change;
- the name and address of the paying agent and the conversion agent;
- the conversion rate and any adjustment to the conversion rate that will result from the fundamental change, or if the stock price is less than the threshold appreciation price, the formula for determination of the conversion rate;
- the procedures that the holder of the mandatory convertible preferred stock must follow to exercise the fundamental change conversion right;
- the fundamental change conversion deadline; and
- the date on which all conversions in exercise of the fundamental change conversion right will be settled (the “fundamental change settlement date”), which will be the second business day immediately following the fundamental change conversion deadline.

To exercise the fundamental change conversion right, a holder of a separate share of mandatory convertible preferred stock must deliver, on or before the close of business on the fundamental change conversion deadline, the mandatory convertible preferred stock to be converted, duly endorsed for transfer, together with a written conversion notice completed, to our conversion agent. The conversion notice will state:

- the relevant fundamental change conversion date; and
- the number of shares of the mandatory convertible preferred stock to be converted pursuant to the fundamental change conversion right.

If the mandatory convertible preferred stock is held in global form, the conversion notice must comply with applicable DTC procedures.

Notwithstanding anything herein to the contrary, we will settle conversions in connection with a valid exercise of the fundamental change conversion right on the fundamental change settlement date through delivery, in respect of each share of the mandatory convertible preferred stock, of a number of shares of common stock (and cash in lieu of any fractional shares) equal to the adjusted conversion rate described above.

If the holders of our common stock receive only cash in a reorganization event, then notwithstanding the foregoing, for all conversions in connection with a fundamental change that occur after the effective date of such transaction, the consideration due upon conversion of each such share of mandatory convertible preferred stock shall be solely cash in an amount equal to the conversion rate as modified by this “—Conversion at the Option of the Holder upon Fundamental Change,” *multiplied by* the fundamental change settlement price for such transaction.

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We will, to the extent applicable, comply with listing standards of the New York Stock Exchange in connection with the issuance of our common stock upon any exercise of the fundamental change conversion right.

Early Conversion at the Option of the Holder

Other than in connection with a fundamental change, on or after December 1, 2023 and unless there has been a Remarketing Failure, holders of shares of mandatory convertible preferred stock have the right to convert their mandatory convertible preferred stock, in whole or in part (but in no event less than one share of mandatory convertible preferred stock), at any time prior to March 1, 2024 (an “early conversion”), into shares of our common stock at the minimum conversion rate of shares of our common stock per share of mandatory convertible preferred stock.

If, as of the conversion date (as defined below under “—Conversion Procedures—Upon Early Conversion or upon a Conversion in connection with a Fundamental Change”) of any early conversion, or the “early conversion date”, we have not declared all or any portion of the accumulated and unpaid dividends for all full dividend periods ending on or before the dividend payment date immediately prior to such early conversion date (if any), the conversion rate for such early conversion will be adjusted so that holders converting their mandatory convertible preferred stock at such time receive an additional number of shares of our common stock equal to:

- such amount of accumulated and unpaid dividends that have not been declared for such full dividend periods, or the “early conversion additional conversion amount”, *divided by*
- the greater of (i) the Floor Price and (ii) the average of the daily VWAPs per share of our common stock over the 40 consecutive trading day period, or the “early conversion settlement period”, commencing on, and including, the 41st scheduled trading day immediately preceding the early conversion date, or the “early conversion average price”.

To the extent that the early conversion additional conversion amount exceeds the product of such number of additional shares and the early conversion average price, we will not have any obligation to pay the shortfall in cash or deliver shares of our common stock in respect of such shortfall.

Except as described above, upon any early conversion of any mandatory convertible preferred stock, we will make no payment or allowance for unpaid dividends on such shares of the mandatory convertible preferred stock, unless such early conversion date occurs after the record date for a declared dividend and on or prior to the immediately succeeding dividend payment date, in which case such dividend will be paid on such dividend payment date to the holder of record of the converted shares of the mandatory convertible preferred stock as of such record date, as described under “—Dividends.”

Conversion Procedures

Upon Mandatory Conversion

Any outstanding shares of mandatory convertible preferred stock will automatically convert into shares of common stock on the mandatory conversion date (or, in the case of a Remarketing Failure will be automatically transferred to us with no consideration deliverable to the holder thereof).

If more than one share of the mandatory convertible preferred stock held by the same holder is automatically converted on the mandatory conversion date, the number of shares of our common stock issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of our mandatory convertible preferred stock so converted.

You will not be required to pay any taxes or duties relating to the issuance or delivery of our common stock upon conversion, but you will be required to pay any tax or duty that may be payable relating to any transfer involved in the issuance or delivery of the common stock in a name other than your own.

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So long as the shares of the mandatory convertible preferred stock being converted are in global form, the shares of common stock issuable upon conversion will be delivered to the converting holder through the facilities of DTC, in each case together with delivery by us to the converting holder of any cash to which the converting holder is entitled, on the later of (i) the mandatory conversion date and (ii) the business day after you have paid in full all applicable taxes and duties, if any.

The person or persons entitled to receive the shares of our common stock issuable upon mandatory conversion of the mandatory convertible preferred stock will be treated as the record holder(s) of such shares as of the close of business on the mandatory conversion date. Except as provided in “—Anti-dilution Adjustments,” prior to the close of business on the mandatory conversion date, the common stock issuable upon conversion of the mandatory convertible preferred stock will not be deemed to be outstanding for any purpose and you will have no rights with respect to such common stock, including voting rights, rights to respond to tender offers and rights to receive any dividends or other distributions on the common stock, by virtue of holding the mandatory convertible preferred stock.

Upon Early Conversion or upon a Conversion in connection with a Fundamental Change

If you elect to convert the mandatory convertible preferred stock prior to March 1, 2024, in the manner described in “—Early Conversion at the Option of the Holder” or “—Conversion at the Option of the Holder upon Fundamental Change,” you must observe the following conversion procedures:

- if you hold a beneficial interest in a global share of mandatory convertible preferred stock, you must deliver to DTC the appropriate instruction form for conversion pursuant to DTC’s conversion program; and
- if you hold shares of the mandatory convertible preferred stock in certificated form, you must comply with certain procedures set forth in the certificate of designations.

The “conversion date” will be the date on which you have satisfied the foregoing requirements, to the extent applicable.

If more than one share of the mandatory convertible preferred stock is surrendered for conversion at one time by or for the same holder, the number of shares of our common stock issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of the mandatory convertible preferred stock so surrendered.

You will not be required to pay any taxes or duties relating to the issuance or delivery of our common stock upon conversion, but you will be required to pay any tax or duty that may be payable relating to any transfer involved in the issuance or delivery of the common stock in a name other than your own.

So long as the shares of the mandatory convertible preferred stock being converted are in global form, the shares of common stock will be issued and delivered to the converting holder through the facilities of DTC on the latest of (i) the second business day immediately succeeding the conversion date, (ii) if applicable, the second business day immediately succeeding the last day of the early conversion settlement period, (iii) if applicable, the fundamental change settlement date and (iv) the business day after you have paid in full all applicable taxes and duties, if any.

The person or persons entitled to receive the common stock issuable upon early conversion of the mandatory convertible preferred stock will be treated as the record holder(s) of such shares as of the close of business on the applicable conversion date or, if applicable, the relevant fundamental change conversion deadline. Except as provided in “—Anti-dilution Adjustments,” prior to the close of business on the applicable conversion date or fundamental change conversion deadline, as the case may be, the common stock issuable upon early conversion of the mandatory convertible preferred stock will not be outstanding for any purpose and you

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will have no rights with respect to such common stock, including voting rights, rights to respond to tender offers and rights to receive any dividends or other distributions on the common stock, by virtue of holding the mandatory convertible preferred stock.

Fractional Shares

No fractional shares of our common stock will be issued to holders of the mandatory convertible preferred stock upon conversion. In lieu of any fractional shares of our common stock otherwise issuable in respect of the aggregate number of shares of the mandatory convertible preferred stock of any holder that are converted, that holder will be entitled to receive an amount in cash (computed to the nearest cent) equal to the product of: (i) that same fraction; and (ii) the average of the closing prices of our common stock over the five consecutive trading day period ending on, and including, the second business day immediately preceding the relevant conversion date or, if applicable, fundamental change conversion deadline.

Anti-dilution Adjustments

Each fixed conversion rate will be adjusted as described below, except that we will not make any adjustments to the fixed conversion rates if holders of the mandatory convertible preferred stock participate (other than in the case of a share split or share combination or a tender or exchange offer described in clause (5) below), at the same time and upon the same terms as holders of our common stock and solely as a result of holding the mandatory convertible preferred stock, in any of the transactions described below without having to convert their mandatory convertible preferred stock as if they held a number of shares of common stock equal to (i) the maximum conversion rate as of the record date for such transaction, *multiplied by* (ii) the number of shares of mandatory convertible preferred stock held by such holder.

- (1) If we issue common stock as a dividend or distribution on our common stock to all or substantially all holders of our common stock, or if we effect a share split or share combination, each fixed conversion rate will be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{OS_1}{OS_0}$$

where,

- CR_0 = such fixed conversion rate in effect immediately prior to the close of business on the record date for such dividend or distribution or immediately prior to the open of business on the effective date for such share split or share combination, as the case may be;
- CR_1 = such fixed conversion rate in effect immediately after the close of business on such record date or immediately after the open of business on such effective date, as the case may be;
- OS_0 = the number of shares of our common stock outstanding immediately prior to the close of business on such record date or immediately prior to the open of business on such effective date, as the case may be, in each case, prior to giving effect to such event; and
- OS_1 = the number of shares of our common stock that would be outstanding immediately after, and solely as a result of, such event.

Any adjustment made pursuant to this paragraph (1) shall become effective as of the close of business on the record date for such dividend or other distribution or as of the open of business on the effective date for such share split or share combination, as applicable. If any dividend or distribution of the type described in this clause (1) is declared but not so paid or made, each fixed conversion rate shall be readjusted, on the date our board of directors determines not to pay or make such dividend or distribution, to such fixed conversion rate that would then be in effect if such dividend or distribution had not been declared.

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- (2) If we distribute to all or substantially all holders of our common stock any rights, options or warrants entitling them for a period of not more than 45 calendar days after the date of distribution thereof to subscribe for or purchase our common stock, in any case at an exercise price per share of our common stock less than the average of the closing prices of our common stock for the 10 consecutive trading days ending on, and including, the trading day immediately preceding the date of the announcement of such distribution, each fixed conversion rate will be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where,

- CR₀ = such fixed conversion rate in effect immediately prior to the close of business on the record date for such distribution;
CR₁ = such fixed conversion rate in effect immediately after the close of business on such record date;
OS₀ = the number of shares of our common stock outstanding immediately prior to the close of business on the record date for such distribution;
X = the total number of shares of our common stock issuable pursuant to such rights, options or warrants; and
Y = the number of shares of our common stock equal to the quotient of (A) the aggregate price payable to exercise such rights, options or warrants *divided by* (B) the average of the closing prices of our common stock for the 10 consecutive trading days ending on, and including, the trading day immediately preceding the date of the announcement of the distribution of such rights, options or warrants.

If any right, option or warrant described in this paragraph (2) is not exercised or converted prior to the expiration of the exercisability or convertibility thereof (and as a result no additional shares of common stock are delivered or issued pursuant to such rights, options or warrants), then each fixed conversion rate will be readjusted, as of the date of such expiration, to the fixed conversion rate that would then be in effect had the increase with respect to the distribution of such rights, options or warrants been made on the basis of delivery or issuance of only the number of shares of common stock actually delivered.

For purposes of this paragraph (2), in determining whether any rights, options or warrants entitle the holders to subscribe for or purchase shares of the common stock at a price per share of our common stock less than the average of the closing prices of our common stock for the 10 consecutive trading days ending on, and including, the trading day immediately preceding the date of the announcement of the distribution of such rights, options or warrants, and in determining the aggregate price payable to exercise such rights, options or warrants, there shall be taken into account any consideration received by us for such rights, options or warrants and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined in good faith by our board of directors. Any increase made under this paragraph (2) will be made successively whenever any such rights, options or warrants are issued and shall become effective immediately after the close of business on the record date for such distribution.

- (3) (a) If we distribute shares of capital stock, evidences of indebtedness or other assets or property of us or rights, options or warrants to acquire our capital stock or other securities to all or substantially all holders of our common stock (excluding (i) any dividend, distribution or issuance as to which an adjustment was effected pursuant to clause (1) or (2) above, (ii) any dividend or distribution paid exclusively in cash, and (iii) any spin-off to which the provisions in clause 3(b) below apply), then each fixed conversion rate will be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{SP_0}{SP_0 - FMV}$$

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where,

- CR₀ = such fixed conversion rate in effect immediately prior to the close of business on the record date for such distribution;
- CR₁ = such fixed conversion rate in effect immediately after the close of business on such record date;
- SP₀ = the closing price of our common stock on the trading day immediately preceding the ex-dividend date for such distribution; and
- FMV = the fair market value (as determined in good faith by our board of directors), on the record date for such dividend or distribution, of the shares of capital stock, evidences of indebtedness, assets or property so distributed, expressed as an amount per share of our common stock.

An adjustment to the fixed settlement rates made pursuant to the immediately preceding paragraph shall become effective as of the close of business on the record date for such distribution.

Notwithstanding the foregoing, if “FMV” (as defined above) is equal to or greater than “SP₀” (as defined above), in lieu of the foregoing increase, each holder shall receive, in respect of each share of mandatory convertible preferred stock, at the same time and upon the same terms as holders of our common stock, the amount of such distributed shares of capital stock, evidences of indebtedness or other assets or property that such holder would have received if such holder owned a number of shares of common stock equal to the maximum conversion rate in effect on the record date for such dividend or distribution.

(b) However, if we distribute to all or substantially all holders of our common stock, capital stock of any class or series, or similar equity interest, of or relating to a subsidiary or other business unit, in each case, that is, or, when issued, will be, listed or admitted for trading on a U.S. national securities exchange, which we refer to as a “spin-off”, then each fixed conversion rate will be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{FMV_0 + MP_0}{MP_0}$$

where,

- CR₀ = such fixed conversion rate in effect immediately prior to the open of business on the ex-dividend date for the spin-off;
- CR₁ = such fixed conversion rate in effect immediately after the open of business on the ex-dividend date for the spin-off;
- FMV₀ = the average of the closing prices of the capital stock or similar equity interests distributed to holders of our common stock applicable to one share of our common stock over each of the 10 consecutive trading days commencing on, and including, the ex-dividend date for such dividend or distribution (the “valuation period”); and
- MP₀ = the average of the closing price of our common stock over the valuation period.

The increase to each fixed conversion rate under this paragraph 3(b) will be calculated by us as of the close of business on the last trading day of the valuation period but will be given retroactive effect as of immediately after the open of business on the ex-dividend date of the spin-off. Because we will make the adjustment to each fixed conversion rate with retroactive effect, we will delay the settlement of any conversion of mandatory convertible preferred stock where any date for determining the number of shares of our common stock issuable to a holder occurs during the valuation period until the second business day after the last trading day of such valuation period.

If any dividend or distribution described in this paragraph (3) is declared but not so paid or made, each fixed conversion rate shall be readjusted, as of the date our board of directors determines not to pay or make such

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dividend or distribution, to the fixed conversion rate that would then be in effect if such dividend or distribution had not been declared.

(4) If any cash dividend or distribution is made to all or substantially all holders of our common stock other than a regular, quarterly cash dividend that does not exceed \$0.22 per share, or the “initial dividend threshold”, each fixed conversion rate will be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{SP_0 - T}{SP_0 - C}$$

where,

CR₀ = such fixed conversion rate in effect immediately prior to the close of business on the record date for such dividend or distribution;

CR₁ = such fixed conversion rate in effect immediately after the close of business on such record date;

SP₀ = the closing price of our common stock on the trading day immediately preceding the ex-dividend date for such distribution;

T = the initial dividend threshold; *provided* that if the dividend or distribution is not a regular quarterly cash dividend, the initial dividend threshold will be deemed to be zero; and

C = the amount in cash per share we distribute to all or substantially all holders of our common stock.

Any increase made under this clause (4) shall become effective as of the close of business on the record date for such dividend or distribution. Notwithstanding the foregoing, if “C” (as defined above) is equal to or greater than “SP₀” (as defined above), in lieu of the foregoing increase, each holder shall receive, in respect of each share of mandatory convertible preferred stock, at the same time and upon the same terms as holders of shares of our common stock, the amount of distributed cash that such holder would have received if such holder owned a number of shares of our common stock equal to the maximum conversion rate on the record date for such cash dividend or distribution.

The initial dividend threshold is subject to adjustment in a manner inversely proportional to adjustments to the maximum conversion rate; *provided* that no adjustment will be made to the initial dividend threshold for any adjustment to the fixed conversion rates under this clause (4).

If any dividend or distribution described in this paragraph (4) is declared but not so paid or made, each fixed conversion rate shall be readjusted, as of the date our board of directors determines not to pay or make such dividend or distribution, to the fixed conversion rate that would then be in effect if such dividend or distribution had not been declared.

(5) If we or any of our subsidiaries make a payment in respect of a tender or exchange offer for our common stock to the extent that the cash and value of any other consideration included in the payment per share of common stock validly tendered or exchanged exceeds the closing price of a share of our common stock on the trading day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer, or the “expiration date”, each fixed conversion rate will be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{AC + (SP_1 \times OS_1)}{OS_0 \times SP_1}$$

where,

CR₀ = such fixed conversion rate in effect immediately prior to the close of business on the trading day immediately following the expiration date;

CR₁ = such fixed conversion rate in effect immediately after the close of business on the trading day immediately following the expiration date;

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- AC = the fair market value (as determined in good faith by our board of directors, whose good faith determination will be conclusive), at the close of business on the trading day immediately following the expiration date, of the aggregate value of all cash and any other consideration paid or payable for shares validly tendered or exchanged and not withdrawn as of the expiration date;
- OS₀ = the number of shares of our common stock outstanding immediately prior to the last time tenders or exchanges may be made pursuant to such tender or exchange offer (prior to giving effect to the purchase or exchange of shares pursuant to such tender or exchange offer);
- OS₁ = the number of shares of our common stock outstanding immediately after the last time tenders or exchanges may be made pursuant to such tender or exchange offer (after giving effect to the purchase or exchange of shares pursuant to such tender or exchange offer); and
- SP₁ = the closing price of our common stock on the trading day next succeeding the expiration date.

The adjustment to the fixed conversion rates under the preceding paragraph (5) will occur at the close of business on the trading day immediately following the expiration date.

We do not currently have a shareholders rights plan in effect. If we have a rights plan in effect upon conversion of the mandatory convertible preferred stock into common stock, you will receive, in addition to any shares of common stock received in connection with such conversion, the rights under the rights plan. However, if, prior to any conversion, the rights have separated from the shares of common stock in accordance with the provisions of the applicable rights plan, each fixed conversion rate will be adjusted at the time of separation as if we distributed to all or substantially all holders of our common stock, shares of our capital stock, evidences of indebtedness, assets, property, rights, options or warrants as described in clause (3)(a) above, subject to readjustment in the event of the expiration, termination or redemption of such rights.

Holders of the mandatory convertible preferred stock may, in certain circumstances, including a distribution of cash dividends to holders of our shares of common stock, be deemed to have received a distribution subject to U.S. Federal income tax as a dividend as a result of an adjustment or the nonoccurrence of an adjustment to the fixed conversion rates. See “Material U.S. Federal Income and Estate Tax Consequences.”

We may, to the extent permitted by law and the rules of the New York Stock Exchange or any other securities exchange on which our common stock or the mandatory convertible preferred stock is then listed, increase each fixed conversion rate by any amount for a period of at least 20 business days if such increase is irrevocable during such 20 business days and our board of directors determines that such increase would be in our best interest. In addition, we may make such increases in each fixed conversion rate as we deem advisable in order to avoid or diminish any income tax to holders of our common stock resulting from any dividend or distribution of shares of our common stock (or issuance of rights or warrants to acquire shares of our common stock) or from any event treated as such for income tax purposes or for any other reason. We may only make such a discretionary adjustment if we make the same proportionate adjustment to each fixed conversion rate.

As used in this section and in “Description of the Purchase Contracts—Anti-dilution Adjustments” above, “record date” means, with respect to any dividend, distribution or other transaction or event in which the holders of our common stock (or other applicable security) have the right to receive any cash, securities or other property or in which our common stock (or such other security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of holders of our common stock (or such other security) entitled to receive such cash, securities or other property (whether such date is fixed by our board of directors, statute, contract or otherwise), and “effective date” means the first date on which the shares of our common stock trade on the applicable exchange or in the applicable market, regular way, reflecting the relevant share split or share combination, as applicable.

Adjustments to the fixed conversion rates will be calculated by us to the nearest 1/10,000th of a share of our common stock.

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The fixed conversion rates will not be adjusted:

- upon the issuance of any shares of our common stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on our securities and the investment of additional optional amounts in shares of our common stock under any plan;
- upon the issuance of options, restricted stock or other awards in connection with any employment contract, executive compensation plan, benefit plan or other similar arrangement with or for the benefit of any one or more employees, officers, directors, consultants or independent contractors or the exercise of such options or other awards;
- upon the issuance of any shares of our common stock pursuant to any option, warrant, right or exercisable, exchangeable or convertible security outstanding as of the date the Equity Units were first issued;
- for a change in the par value or no par value of the common stock; or
- for accumulated dividends, if any, on the mandatory convertible preferred stock, except as described above under “—Mandatory Conversion,” “—Early Conversion at the Option of the Holder” and “—Conversion at the Option of the Holder upon Fundamental Change.”

Except as otherwise provided above, we will be responsible for making all calculations called for under the mandatory convertible preferred stock. These calculations include, but are not limited to, determinations of the fundamental change settlement price, the stock price in connection with a fundamental change, the daily VWAPs, the five-day average prices and the fixed conversion rates of the mandatory convertible preferred stock.

We will be required, within ten business days after the fixed conversion rates are adjusted, to provide or cause to be provided written notice of the adjustment to the holders of the mandatory convertible preferred stock. We will also be required to deliver a statement setting forth in reasonable detail the method by which the adjustment to each fixed conversion rate was determined and setting forth each adjusted fixed conversion rate.

For the avoidance of doubt, if an adjustment is made to the fixed conversion rates, no separate inversely proportionate adjustment will be made to the initial price or the threshold appreciation price because the initial price is equal to \$1,000 *divided by* the maximum conversion rate (as adjusted in the manner described herein) and the threshold appreciation price is equal to \$1,000 *divided by* the minimum conversion rate (as adjusted in the manner described herein).

Whenever the terms of the mandatory convertible preferred stock require us to calculate the closing price or daily VWAP per share of our common stock over a span of multiple days, our board of directors will make appropriate adjustments in good faith (including, without limitation, to the mandatory settlement value, the early conversion average price, the fundamental change settlement price and the five-day average price (as the case may be)) to account for any adjustments to the fixed conversion rates (as the case may be) that become effective, or any event that would require such an adjustment if the record date, ex-dividend date, effective date or expiration date (as the case may be) of such event occurs, during the relevant period used to calculate such prices or values (as the case may be).

If:

- the record date for a dividend or distribution on shares of our common stock occurs after the end of the 40 consecutive trading day period used for calculating the mandatory settlement value and before the mandatory conversion date; and
- that dividend or distribution would have resulted in an adjustment of the number of shares issuable to the holders of the mandatory convertible preferred stock had such record date occurred on or before the last trading day of such 40-trading day period,

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then we will deem the holders of the mandatory convertible preferred stock to be holders of record of our common stock for purposes of that dividend or distribution. In this case, the holders of the mandatory convertible preferred stock would receive the dividend or distribution on our common stock together with the number of shares of our common stock issuable upon mandatory conversion of the mandatory convertible preferred stock.

Recapitalizations, Reclassifications and Changes of Our Common Stock

In the event of any reorganization event, each share of the mandatory convertible preferred stock outstanding immediately prior to such reorganization event shall, without the consent of the holders of the mandatory convertible preferred stock, become convertible into exchange property units.

The number of exchange property units we will deliver upon conversion of each share of the mandatory convertible preferred stock or as a payment of dividends on the mandatory convertible preferred stock, as applicable, following the effective date of such reorganization event will be determined as if references to our common stock in the description of the conversion rate applicable upon mandatory conversion, conversion at the option of the holder or conversion at the option of the holder upon a fundamental change and/or the description of the relevant dividend payment provisions, as the case may be, were to exchange property units (without interest thereon and without any right to dividends or distributions thereon which have a record date prior to the date on which holders of the mandatory convertible preferred stock become holders of record of the underlying shares of our common stock). For the purpose of determining which bullet of the definition of conversion rate in the second paragraph under “—Mandatory Conversion” will apply upon mandatory conversion, and for the purpose of calculating the conversion rate if the second bullet is applicable, the value of an exchange property unit will be determined in good faith by our board of directors (which determination will be final), except that if an exchange property unit includes common stock or American Depositary Receipts, or “ADRs”, that are traded on a U.S. national securities exchange, the value of such common stock or ADRs will be the average over the 40 consecutive trading day period used for calculating the mandatory settlement value of the volume-weighted average prices for such common stock or ADRs, as displayed on the applicable Bloomberg screen (as determined in good faith by our board of directors (which determination will be final)); or, if such price is not available, the average market value per share of such common stock or ADRs over such period as determined, using a volume-weighted average method, by a nationally recognized independent investment banking firm retained by us for this purpose. For the purpose of calculating any fundamental change settlement price, the value of an exchange property unit will be determined in good faith by our board of directors (which determination will be final), except that if an exchange property unit includes common stock or ADRs that are traded on a U.S. national securities exchange, the value of such common stock or ADRs will be the average over the five consecutive trading day period used for calculating the fundamental change settlement price of the closing prices for such common stock or ADRs, as displayed on the applicable Bloomberg screen (as determined in good faith by our board of directors (which determination will be final)); or, if such price is not available, the average market value per share of such common stock or ADRs over such period as determined by a nationally recognized independent investment banking firm retained by us for this purpose. The provisions of this paragraph will apply to successive reorganization events, and the provisions summarized under “—Anti-dilution Adjustments” will apply to any shares of common equity or ADRs of us or any successor received by the holders of shares of our common stock in any such reorganization event. We (or any successor to us) will, as soon as reasonably practicable (but in any event within five calendar days) after the occurrence of any reorganization event provide written notice to the holders of the mandatory convertible preferred stock of such occurrence and of the kind and amount of cash, securities or other property that constitute the exchange property units. Failure to deliver such notice will not affect the operation of the provisions described in this section.

In connection with any adjustment to the conversion rate described above, we will also adjust the initial dividend threshold (as defined under “—Anti-dilution Adjustments”) based on the number of shares of common stock comprising the exchange property units and (if applicable) the value of any non-stock consideration comprising the exchange property units. If the exchange property units are composed solely of non-stock consideration, the initial dividend threshold will be zero.

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It is possible that certain consolidations, mergers, combinations or other transactions could result in tax gains or losses to the holders either as a result of the transaction or the conversion thereafter. Holders are encouraged to consult with their own tax advisors regarding the tax consequences of the ownership, disposition and conversion of the mandatory convertible preferred stock.

Reservation of Shares

We will at all times reserve and keep available out of the authorized and unissued shares of common stock, solely for issuance upon conversion of the mandatory convertible preferred stock, the maximum number of shares of our common stock as shall be issuable from time to time upon the conversion of all the shares of the mandatory convertible preferred stock then outstanding.

Transfer Agent, Registrar and Conversion and Dividend Disbursing Agent

Computershare Trust Company, N.A. is the transfer agent and registrar of our common stock and will serve as transfer agent, registrar, conversion and dividend disbursing agent for the mandatory convertible preferred stock.

Remarketing

The mandatory convertible preferred stock will be remarketed as described under “Description of the Purchase Contracts—Remarketing.”

In connection with a successful remarketing:

- (a) dividends may become payable on the mandatory convertible preferred stock and/or (b) if the closing price of our common stock on the pricing date for a successful remarketing is less than or equal to the initial price, the minimum conversion rate of the mandatory convertible preferred stock will be increased to an amount equal to \$1,000 *divided by* 117.5% of the closing price of our common stock on such date (rounded to the nearest ten-thousandth of a share), whether or not the holder of such shares elected to participate in the remarketing, and in each case as described below; and
- if dividends become payable on the mandatory convertible preferred stock, such dividends will be payable on the mandatory convertible preferred stock on March 1, 2024 (or, at our election in consultation with the remarketing agent in connection with a successful optional remarketing, on each of December 1, 2023 and March 1, 2024) at the applicable dividend rate (as such dividend rate may be determined in connection with such remarketing), when, as and if declared by our board of directors.

The dividend rate and/or increased minimum conversion rate will be a fixed dividend rate and/or conversion rate (subject to adjustment in certain circumstances) determined by our board of directors, after consultation with the remarketing agent, as the rate(s) the mandatory convertible preferred stock should bear and the terms the mandatory convertible preferred stock should include in order for the net remarketing proceeds to equal (a) in the case of a final remarketing, at least \$1,000 *multiplied by* the number of shares of mandatory convertible preferred stock being remarketed and (b) in the case of an optional remarketing, at least the sum of (x) 100% of the purchase price of the Treasury portfolio and (y) the separate mandatory convertible preferred stock purchase price for shares of mandatory convertible preferred stock that are not included in Corporate Units whose holders have elected to participate in the remarketing. We will not decrease the minimum conversion rate or the dividend rate, or change the maximum conversion rate, in connection with a successful remarketing of the mandatory convertible preferred stock.

Notwithstanding the foregoing, in no event will the increased minimum conversion rate for the mandatory convertible preferred stock exceed the then-current maximum conversion rate of the mandatory convertible preferred stock (which is initially 40.7997 shares of common stock and is subject to adjustment as set forth under

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“Description of the Mandatory Convertible Preferred Stock—Anti-dilution Adjustments”). As a result of this limitation, and our inability to increase the maximum conversion rate, there is a greater risk of a failure to achieve a successful remarketing. If there is a Remarketing Failure, then, with respect to any shares of mandatory convertible preferred stock that remain outstanding following the purchase contract settlement date, no shares of our common stock will be delivered upon automatic conversion of such shares of mandatory convertible preferred stock and each such share of mandatory convertible preferred stock will be automatically transferred to us on or around March 1, 2024 without any payment of cash or shares of our common stock thereon. If you hold Treasury Units or Cash Settled Units at the time of a Remarketing Failure, you must recreate Corporate Units with separate shares of mandatory convertible preferred stock during a limited period of time in order to avoid having your Treasury security or cash, as applicable, applied toward satisfaction of your obligations under your purchase contract. If you do not so recreate Corporate Units and have not monetized your separate share of mandatory convertible preferred stock, you will suffer a loss of your investment in the Treasury security or such cash.

For a discussion of some of the risks related to the occurrence of a Remarketing Failure, see “Risk Factors—Risk Factors Relating to the Equity Units—If a Remarketing Failure occurs and you hold Treasury Units or Cash Settled Units and separate shares of mandatory convertible preferred stock, you must recreate Corporate Units in order to avoid losing your pledged Treasury securities or cash and being left with mandatory convertible preferred stock with little economic value”, “Risk Factors—Risk Factors Relating to the Mandatory Convertible Preferred Stock—If a Remarketing Failure occurs, the mandatory convertible preferred stock will not convert into any shares of our common stock and will be automatically transferred to us on or around March 1, 2024 without any payment of cash or shares of our common stock thereon” and “Risk Factors—Risk Factors Relating to the Equity Units—Because the Equity Units and mandatory convertible preferred stock will initially be issued in book-entry form, holders must rely on DTC’s procedures to receive communications relating to the Equity Units and mandatory convertible preferred stock and exercise their rights and remedies.”

Remarketing of Shares That Are Not Included in Corporate Units

At any time prior to a remarketing, other than during a blackout period, holders of mandatory convertible preferred stock that do not underlie Corporate Units may elect to have their shares of mandatory convertible preferred stock remarketed in such remarketing in the same manner as shares of mandatory convertible preferred stock that underlie Corporate Units by delivering their shares along with a notice of this election to the custodial agent. The custodial agent will hold the shares of mandatory convertible preferred stock in an account separate from the collateral account in which the pledged assets will be held. Holders of shares of mandatory convertible preferred stock electing to have their shares remarketed will also have the right to withdraw their election at any time prior to 4:00 p.m., New York City time, on the second business day immediately preceding an optional remarketing period or the final remarketing period, as applicable.

If we elect to conduct an optional remarketing, we and the remarketing agent will use our reasonable best efforts to remarket and price the mandatory convertible preferred stock. In order for such optional remarketing to be successful, the remarketing agent must obtain a price (i) for shares of mandatory convertible preferred stock that are components of Corporate Units, that results in proceeds of at least 100% of the Treasury portfolio purchase price and (ii) for shares of mandatory convertible preferred stock that are not part of Corporate Units, at least equal to the separate mandatory convertible preferred stock purchase price (as defined below), which will be the same price, on a per share basis, as for the shares of mandatory convertible preferred stock included as components of Corporate Units. For purposes of determining the proceeds that the remarketing agent will seek to obtain for the mandatory convertible preferred stock in an optional remarketing, the “separate mandatory convertible preferred stock purchase price” means the amount in cash equal to the product of (A) the remarketing price per share of mandatory convertible preferred stock (as defined below) and (B) the number of shares of mandatory convertible preferred stock included in such remarketing that are not part of Corporate Units, which will be the same price on a per share basis, as shares of mandatory convertible preferred stock remarketed as Corporate Units. The “remarketing price per share of mandatory convertible preferred stock” for an optional

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remarketing means, for each share of mandatory convertible preferred stock, an amount in cash equal to the quotient of the Treasury portfolio purchase price *divided by* the number of shares of mandatory convertible preferred stock included in such remarketing that are held as components of Corporate Units.

With respect to the final remarketing, we and the remarketing agent will use our reasonable best efforts to remarket and price the mandatory convertible preferred stock. The remarketing will be considered successful if the remarketing agent is able to obtain a price that results in proceeds of at least \$1,000 *multiplied by* the number of shares of mandatory convertible preferred stock being remarketed.

In the event of a successful remarketing of the mandatory convertible preferred stock, proceeds from the remarketing attributable to holders of separate shares of mandatory convertible preferred stock that elected to have their shares remarketed will be remitted by the remarketing agent to the custodial agent for the benefit of such holders on the optional remarketing settlement date (in the case of any optional remarketing) or on the final remarketing settlement date (in the case of the final remarketing).

Terms of Remarketed Mandatory Convertible Preferred Stock

In the case of a successful remarketing of the mandatory convertible preferred stock, (a) dividends may become payable on the mandatory convertible preferred stock and/or (b) if the closing price on the pricing date for a successful remarketing is less than or equal to the initial price, the minimum conversion rate of the mandatory convertible preferred stock will be increased to an amount equal to \$1,000 *divided by* 117.5% of the closing price of our common stock on such date (rounded to the nearest ten-thousandth of a share). The changes to the terms of the mandatory convertible preferred stock in connection with a successful remarketing of the mandatory convertible preferred stock, if any, will become effective on the settlement date of such remarketing (the “remarketing settlement date”), which will be, in the case of a successful optional remarketing, the third business day following the optional remarketing date (or such other date as we and the remarketing agent agree upon) and, in the case of the final remarketing period, the third business day following the final remarketing date (or such other date as we and the remarketing agent agree to, but in no event later than the purchase contract settlement date).

If dividends become payable on the mandatory convertible preferred stock and/or the minimum conversion rate is increased, the dividend rate and/or increased minimum conversion rate will be a fixed dividend rate and/or minimum conversion rate (subject to adjustment in certain circumstances) determined by our board of directors, after consultation with the remarketing agent, as the rate(s) the mandatory convertible preferred stock should bear and the terms the mandatory convertible preferred stock should include in order for the net remarketing proceeds to equal (a) in the case of a final remarketing, at least \$1,000 *multiplied by* the number of shares of mandatory convertible preferred stock being remarketed and (b) in the case of an optional remarketing, at least the sum of (x) 100% of the purchase price of the Treasury portfolio and (y) the separate mandatory convertible preferred stock purchase price for shares of mandatory convertible preferred stock that are not included in Corporate Units whose holders have elected to participate in the remarketing. We will not decrease the minimum conversion rate or the dividend rate, or change the maximum conversion rate, in connection with a successful remarketing of the mandatory convertible preferred stock.

Notwithstanding the foregoing, in no event will the increased minimum conversion rate for the mandatory convertible preferred stock exceed the then-current maximum conversion rate of the mandatory convertible preferred stock (which is initially 40.7997 shares of common stock and is subject to adjustment as set forth under “Description of the Mandatory Convertible Preferred Stock—Anti-dilution Adjustments”).

If the mandatory convertible preferred stock is not successfully remarketed, no terms of the mandatory convertible preferred stock will be changed, except that if a Remarketing Failure occurs, the conversion rate will be fixed at zero effective as of December 1, 2023, and, with respect to any shares of mandatory convertible preferred stock that remain outstanding following the purchase contract settlement date, no shares of common

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stock will be deliverable upon mandatory conversion of such shares of mandatory convertible preferred stock and each such share will be automatically transferred to us on the mandatory conversion date without payment or delivery of any cash or shares of our common stock or other consideration.

The remarketing agent is not obligated to purchase any shares of mandatory convertible preferred stock that would otherwise remain unsold in the remarketing. None of us, the remarketing agent or any agent of us or the remarketing agent will be obligated in any case to provide funds to make payment upon tender of mandatory convertible preferred stock for remarketing.

Automatic Settlement Upon Failed Final Remarketing

If the mandatory convertible preferred stock has not been successfully remarketed on or prior to the last day of the final remarketing period, all ownership interests in shares of mandatory convertible preferred stock held as part of Corporate Units will be delivered to us on the purchase contract settlement date in full satisfaction of the Corporate Unit holders' obligations to purchase our common stock under the related purchase contracts on the purchase contract settlement date, unless the holder separately cash settles purchase contracts as described below.

The ownership interest in mandatory convertible preferred stock underlying a Corporate Unit will be automatically delivered to us thereby satisfying such holder's obligations to us under the related purchase contracts in full, unless, prior to 4:00 p.m., New York City time, on the second business day immediately prior to the purchase contract settlement date, the holder provides written notice to the purchase contract agent of an intention to settle the related purchase contracts with separate cash and on or prior to the business day immediately preceding the purchase contract settlement date delivers to the securities intermediary \$1,000 in cash per 10 purchase contracts. Holders of Corporate Units may settle their purchase contracts with separate cash only in integral multiples of 10 Corporate Units.

If a Remarketing Failure occurs, with respect to any shares of mandatory convertible preferred stock that remain outstanding following the purchase contract settlement date, no shares of our common stock will be delivered upon automatic conversion of such shares of mandatory convertible preferred stock and each such share of mandatory convertible preferred stock will be automatically transferred to us on or around March 1, 2024 without any payment of cash or shares of our common stock thereon. If you had created Treasury Units or Cash Settled Units in advance of the final remarketing period and a Remarketing Failure occurs, you will have from 9:00 a.m., New York City time, on the business day immediately succeeding the last day of the final remarketing period until 4:00 p.m., New York City time, on the second business day immediately prior to the purchase contract settlement date to recreate Corporate Units with separate shares of mandatory convertible preferred stock, in order for such shares to be automatically applied in satisfaction of your obligations under the related purchase contracts as described above. If you do not recreate Corporate Units during this period, your pledged Treasury securities or cash, as the case may be, will be used to satisfy your obligations under the related purchase contracts, and, if you hold shares of separate mandatory convertible preferred stock, those shares will no longer convert into common stock and will be automatically transferred to us on or around March 1, 2024 without any payment of cash or shares of common stock thereon.

For a discussion of some of the risks related to the occurrence of a Remarketing Failure, see "Risk Factors—Risk Factors Relating to the Equity Units—If a Remarketing Failure occurs and you hold Treasury Units or Cash Settled Units and separate shares of mandatory convertible preferred stock, you must recreate Corporate Units in order to avoid losing your pledged Treasury securities or cash and being left with mandatory convertible preferred stock with little economic value", "Risk Factors—Risk Factors Relating to the Mandatory Convertible Preferred Stock—If a Remarketing Failure occurs, the mandatory convertible preferred stock will not convert into any shares of our common stock and will be automatically transferred to us on or around March 1, 2024 without any payment of cash or shares of our common stock thereon" and "Risk Factors—Risk Factors Relating to the Equity Units—Because the Equity Units and mandatory convertible preferred stock will initially be issued in book-entry form, holders must rely on DTC's procedures to receive communications relating to the Equity Units and mandatory convertible preferred stock and exercise their rights and remedies."

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Payment

So long as any separate shares of mandatory convertible preferred stock are registered in the name of DTC, as depository for the mandatory convertible preferred stock as described herein under “Book-Entry Issuance—The Depository Trust Company,” or DTC’s nominee, payments on the mandatory convertible preferred stock will be made as described therein.

Form

So long as any separate shares of mandatory convertible preferred stock are registered in the name of DTC, as depository for the mandatory convertible preferred stock as described herein under “Book-Entry Issuance—The Depository Trust Company,” or DTC’s nominee, transfers and exchanges of beneficial interests in the separate shares of mandatory convertible preferred stock will be made as described therein.

Certain Trading Characteristics

The mandatory convertible preferred stock is expected to trade at a price that takes into account the value, if any, of accumulated but unpaid dividends (except for declared dividends accumulated after a record date and prior to a dividend payment date, which dividends will be payable to the holders as of the record date, as described above); thus, it is expected that purchasers of the mandatory convertible preferred stock will not pay, and sellers will not receive, accumulated and unpaid dividends with respect to the mandatory convertible preferred stock that is not included in the trading price thereof.

Title

We and any agent of ours will treat the person or entity in whose name securities are registered as the absolute owner of those securities for the purpose of making payments and for all other purposes irrespective of notice to the contrary.

Book-Entry Issuance—The Depository Trust Company

The shares of mandatory convertible preferred stock will be issued in fully registered form and will be evidenced by one or more global securities registered in the name of DTC’s nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. Such global securities will be deposited with the registrar as custodian for DTC and, in the case of shares of mandatory convertible preferred stock that form a part of the Corporate Units, credited to the collateral account. See “Certain Provisions of the Purchase Contract and Pledge Agreement—Book-Entry System for Corporate Units, Treasury Units and Cash Settled Units” for a description of DTC.

Purchases of the mandatory convertible preferred stock under the DTC system must be made by or through direct participants, which will receive a credit for the mandatory convertible preferred stock on DTC’s records. The ownership interest of each actual purchaser of each share of mandatory convertible preferred stock (“beneficial owner”) is in turn to be recorded on the direct and indirect participants’ records. Beneficial owners will not receive written confirmation from DTC of their purchases, but beneficial owners are expected to receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the direct or indirect participant through which they purchased the mandatory convertible preferred stock. Transfers of ownership interests on the mandatory convertible preferred stock are to be accomplished by entries made on the books of direct and indirect participants acting on behalf of beneficial owners. Beneficial owners will not receive certificates representing their ownership interests in convertible preferred stock, except in the event that use of the book-entry system for the mandatory convertible preferred stock is discontinued.

To facilitate subsequent transfers, all convertible preferred stock deposited by direct participants with DTC are registered in the name of DTC’s nominee, Cede & Co., or such other name as may be requested by an

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authorized representative of DTC. The deposit of the mandatory convertible preferred stock with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual beneficial owners of the mandatory convertible preferred stock; DTC's records reflect only the identity of the direct participants to whose accounts the shares of mandatory convertible preferred stock are credited, which may or may not be the beneficial owners. The direct and indirect participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to direct participants, by direct participants to indirect participants, and by direct participants and indirect participants to beneficial owners, will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Notices will be sent to DTC.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the mandatory convertible preferred stock unless authorized by a direct participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an omnibus proxy to us as soon as possible after the record date. The omnibus proxy assigns the voting or consenting rights of Cede & Co. to those direct participants to whose accounts the shares of mandatory convertible preferred stock are credited on the record date. We believe that these arrangements will enable the beneficial owners to exercise rights equivalent in substance to the rights that can be directly exercised by a registered holder of the mandatory convertible preferred stock.

Payments of dividends, if any, on the mandatory convertible preferred stock will be made to Cede & Co. (or such other nominee of DTC). DTC's practice is to credit direct participants' accounts upon DTC's receipt of funds and corresponding detail information from us or the transfer agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by participants to beneficial owners will be governed by standing instructions and customary practices and will be the responsibility of each participant and not of DTC or us, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of dividends, if any, to Cede & Co. (or other such nominee of DTC) is our responsibility. Disbursement of such payments to direct participants will be the responsibility of DTC, and disbursement of such payments to the beneficial owners is the responsibility of direct and indirect participants.

A beneficial owner will not be entitled to receive physical delivery of the mandatory convertible preferred stock. Accordingly, each beneficial owner must rely on the procedures of DTC to exercise any rights under the mandatory convertible preferred stock.

DTC may discontinue providing its services as securities depository with respect to the mandatory convertible preferred stock at any time by giving us or the transfer agent reasonable notice. In the event no successor securities depository is obtained, certificates for the mandatory convertible preferred stock will be printed and delivered.

The information in this section concerning DTC's book-entry system has been obtained from sources that we believe to be reliable, but neither we nor the underwriters take any responsibility for the accuracy of this information.

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MATERIAL U.S. FEDERAL INCOME AND ESTATE TAX CONSEQUENCES

The following is a summary of the material United States federal income tax and, in the case of non-U.S. holders (as defined below), estate tax consequences of the purchase, ownership and disposition of Equity Units (including the components thereof) and shares of our common stock acquired under a purchase contract or upon conversion of the mandatory convertible preferred stock. This summary applies only to initial investors who acquire the Equity Units for cash at their initial offering price, which will be the price indicated on the cover of this prospectus supplement, and hold the Equity Units as capital assets. This summary does not describe all of the tax consequences that may be relevant to you in light of your particular circumstances, including alternative minimum tax and Medicare contribution tax consequences, tax consequences if you are subject to special tax accounting rules under Section 451(b) of the Internal Revenue Code of 1986, as amended (the “Code”), as well as differing tax consequences that may apply if you are, for instance,

- a dealer in securities;
- a trader in securities;
- a regulated investment company, real estate investment trust, controlled foreign corporation, passive foreign investment company, or shareholders of such corporations;
- an entity that is tax-exempt for U.S. federal income tax purposes, and a retirement plan, individual retirement account and tax-deferred account;
- an insurance company;
- a person holding the Equity Units (or the components thereof), common stock as part of a hedging, integrated, conversion, wash sale or constructive sale transaction or a straddle or synthetic security;
- a financial institution;
- a person who is a pass-through entity, including partnerships and entities and arrangements classified as partnerships for U.S. federal income tax purposes, and an investor in a pass-through entity holding the Equity Units (or the components thereof) or common stock;
- a United States person whose “functional currency” is not the U.S. dollar; or
- a U.S. expatriate.

If you are a partnership for U.S. federal income tax purposes that holds the Equity Units (or the components thereof) or our common stock, the tax treatment of your partners will generally depend upon the status of the partner and the activities of the partnership. Entities or arrangements classified as partnerships for U.S. federal income tax purposes, and partners in such partnerships, holding the Equity Units (or the components thereof) or common stock should consult their own tax advisors.

This summary is based upon the provisions of the Code, final, temporary and proposed Treasury regulations, administrative pronouncements and judicial decisions issued thereunder as of the date hereof. Those authorities may change, perhaps retroactively, so as to result in U.S. federal income and estate tax consequences different from those discussed below. We cannot assure you that the Internal Revenue Service (the “IRS”) will not challenge one or more of the tax consequences described in this summary, and we have not obtained, nor do we intend to obtain, any ruling from the IRS or opinion of counsel with respect to the tax consequences of the purchase, ownership or disposition of Equity Units (including the components thereof) and shares of our common stock acquired under a purchase contract or upon conversion of the mandatory convertible preferred stock. This summary does not address all aspects of U.S. federal income and estate taxes and does not deal with non-U.S., state, local or other tax considerations that may be relevant to investors in light of their particular circumstances.

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Tax Treatment of the Equity Units

Based on the terms of the Equity Units, we intend to take the position that the separate components of an Equity Unit should be respected for U.S. federal income tax purposes in accordance with their form. We and, by purchasing a Corporate Unit, you will be deemed to have agreed to this treatment. Under this treatment of the Equity Units, you will be treated as owning the mandatory convertible preferred stock (or after a successful remarketing, the applicable ownership interest in the Treasury portfolio), Treasury securities or cash constituting a part of the Corporate Units, Treasury Units, or Cash Settled Units, as applicable, and as owning the purchase contract, separately, for U.S. federal income tax purposes. We have not sought any rulings concerning the treatment of the Equity Units, and this treatment is not binding on the IRS or the courts, either of which could disagree with this treatment and the explanations or conclusions contained in this summary. If the IRS or a court were to treat an Equity Unit as a single integrated instrument for U.S. federal income tax purposes, the U.S. federal income tax consequences of the separation of such components pursuant to the terms of the Equity Units are uncertain and could differ from those described below. If you are considering the purchase of Equity Units, you should consult your tax advisor concerning the U.S. federal income and estate tax consequences to you in light of your particular circumstances as well as any consequences arising under the laws of any other taxing jurisdiction. The remainder of this discussion assumes that a holder of an Equity Unit will be treated for U.S. federal income tax purposes as owning the 1/10 or 10% undivided beneficial ownership interest in one share of mandatory convertible preferred stock (or applicable ownership interest in the Treasury portfolio, Treasury securities or cash, as applicable) and the purchase contract separately.

Tax Consequences to U.S. Holders

This section applies to you if you are a U.S. holder. You are a “U.S. holder” if for U.S. federal income tax purposes you are a beneficial owner of an Equity Unit that is:

- an individual citizen or resident of the United States;
- a corporation created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if (1) a U.S. court is able to exercise primary supervision over the trust’s administration and one or more “United States persons” (within the meaning of the Code) has the authority to control all of the trust’s substantial decisions, or (2) the trust has a valid election in effect under applicable Treasury regulations to be treated as a “United States person.”

Equity Units

Allocation of Purchase Price

The purchase price of each Corporate Unit will be allocated between the 1/10 or 10% undivided beneficial ownership interest in one share of mandatory convertible preferred stock and the purchase contract in proportion to their respective fair market values at the time of purchase. This allocation will establish your initial tax basis in the mandatory convertible preferred stock and the purchase contract. If we are required to report this allocation for U.S. federal income tax purposes, we will report the initial fair market value of the mandatory convertible preferred stock represented by one Corporate Unit as \$100 and the initial fair market value of the purchase contract as \$0 and, by purchasing a Corporate Unit, you will agree to this allocation. This allocation is not, however, binding on the IRS. The remainder of this discussion assumes that this allocation of the purchase price of a Corporate Unit will be respected for U.S. federal income tax purposes.

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Sale, Exchange, or Other Disposition of Equity Units

Upon a disposition of an Equity Unit, you will be treated as having sold, exchanged or disposed of the purchase contract and either the mandatory convertible preferred stock (or applicable ownership interest in the Treasury portfolio, if applicable), Treasury securities or cash, as the case may be, that constitute the Equity Unit. The proceeds realized on a disposition will be allocated between the purchase contract and the ownership interest in the mandatory convertible preferred stock, applicable ownership interest in the Treasury portfolio, Treasury securities or cash, in proportion to their respective fair market values at the time of disposition. The rules governing the treatment of the disposition of the mandatory convertible preferred stock, the purchase contract, the Treasury portfolio and the Treasury securities are summarized under “—Mandatory Convertible Preferred Stock—Sale, Exchange, Successful Remarketing or Other Taxable Disposition of Mandatory Convertible Preferred Stock,” “—Treasury Portfolio—Tax Basis of and Gain on the Applicable Ownership Interest in the Treasury Portfolio,” “—Treasury Units—Sale, Exchange or Other Taxable Disposition of Treasury Securities,” and “—Purchase Contracts—Dispositions, Including Terminations, of a Purchase Contract” below.

If the disposition of Equity Units occurs when the purchase contract has a negative value (*i.e.*, the purchase contract represents a net liability), you should generally be considered to have received additional consideration for the mandatory convertible preferred stock, Treasury portfolio, Treasury securities or cash in an amount equal to that negative value, and to have paid that amount to be released from your obligation under the purchase contract. You should consult your tax advisor regarding a disposition of an Equity Unit at a time when the purchase contract has a negative value.

Reorganization Event

Depending on the circumstances, a Reorganization Event as described in “Description of the Purchase Contracts - Reorganization Events” could potentially be a taxable event and could result in consequences to the beneficial owner of the Equity Units (or components thereof) or common stock held after the Reorganization Event that differ from those described herein. You should consult your tax advisor regarding the tax consequences of a Reorganization Event.

Mandatory Convertible Preferred Stock

Distributions on Mandatory Convertible Preferred Stock

If distributions become payable on our mandatory convertible preferred stock as a result of a successful remarketing, any distribution paid on our mandatory convertible preferred stock (including the fair market value of distributions paid in common stock and the payment of dividends in arrears, if any) will be treated as a dividend to the extent of our current and accumulated earnings and profits (as determined under U.S. federal income tax principles) and will be includible in income by you when received by you or on your behalf. If a distribution exceeds our current and accumulated earnings and profits, the excess will first be treated as a tax-free return of your investment, up to your adjusted tax basis, in the mandatory convertible preferred stock, and thereafter as gain from the sale or exchange of the shares. Subject to applicable limitations and restrictions, dividends paid to non-corporate U.S. holders should be treated as “qualified dividend income” (as defined in the Code) taxable at favorable rates applicable to long-term capital gains. Subject to applicable limitations and restrictions, dividends paid to corporate U.S. holders should be eligible for the dividends-received deduction. You should consult your tax advisor regarding the application of reduced tax rates and the dividends-received deduction in your particular circumstances. We may determine not to pay a dividend currently, in which case you should consult your tax advisor regarding whether, in that circumstance, you would be required to accrue the deferred dividend into your taxable income on a current basis.

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Constructive Distributions

You may be treated as receiving a constructive distribution from us if (1) the conversion rate of the mandatory convertible preferred stock is adjusted (or fails to be adjusted) and as a result of such adjustment (or failure to adjust), your proportionate interest in our assets or earnings and profits is increased and (2) the adjustment (or failure to adjust) is not made pursuant to a *bona fide*, reasonable anti-dilution formula. For example, an adjustment in the conversion rate would not be considered made pursuant to such a formula if the adjustment were made to compensate you for certain taxable distributions with respect to our common stock (including, without limitation, adjustments in respect of taxable dividends to our common stockholders). A constructive distribution on our mandatory convertible preferred stock will generally be treated as described under “—Distributions on Mandatory Convertible Preferred Stock” above. Thus, under certain circumstances, an increase in (or failure to decrease) the conversion rate (including in connection with a fundamental change) might give rise to a taxable dividend to you even though you will not receive any cash in respect thereof. Any deemed distribution will be taxable as a dividend, return of capital, or capital gain in accordance with the earnings and profits rules described above under “—Distributions on Mandatory Convertible Preferred Stock.”

Tax Basis in Mandatory Convertible Preferred Stock

Your initial tax basis in the mandatory convertible preferred stock will equal the portion of the purchase price for the Equity Unit allocated to the mandatory convertible preferred stock as described above (see “—Equity Units—Allocation of Purchase Price” above).

Sale, Exchange, Successful Remarketing, or Other Taxable Disposition of Mandatory Convertible Preferred Stock

You will generally recognize capital gain or loss on the disposition of mandatory convertible preferred stock (including upon a successful remarketing of the mandatory convertible preferred stock if you participate in the remarketing, but subject to the discussion below regarding redemptions) equal to the difference between the amount realized on the disposition and your adjusted tax basis in the mandatory convertible preferred stock. This gain or loss will generally be capital gain or loss, and will be long-term capital gain or loss if, at the time of the disposition, you held the mandatory convertible preferred stock for a period of more than one year. Long-term capital gains recognized by non-corporate U.S. holders are subject to reduced rates. The deductibility of capital losses is subject to limitations. If you elect not to participate in a successful remarketing, you should not be treated as having sold, exchanged, or otherwise disposed of your mandatory convertible preferred stock.

A redemption of our mandatory convertible preferred stock for cash will generally be treated as a dividend to the extent of our current and accumulated earnings and profits as determined under U.S. federal income tax principles unless the redemption (i) is “not essentially equivalent to a dividend” within the meaning of Section 302 of the Code or (ii) completely terminates the holder’s interest in the Company. In determining whether either of these tests has been satisfied, a beneficial owner generally must take into account stock actually owned as well as stock treated as constructively owned under the Code (possibly including any common stock that a beneficial owner may be obligated to acquire under a purchase contract and/or entitled to receive on conversion of mandatory convertible preferred stock). While the determination whether either of the foregoing tests is satisfied depends on a stockholder’s particular facts and circumstances as of the time of the determination, the IRS has ruled in the past that in certain circumstances even a small reduction in the proportionate interest held by a small minority stockholder in a publicly traded corporation will be treated as an exchange if the stockholder exercises no control over the corporation. Any cash received upon a redemption in respect of dividends in arrears on our mandatory convertible preferred stock should be treated as described above under “—Distributions on our Mandatory Convertible Preferred Stock.” You should consult your tax advisor regarding the proper treatment of a redemption of our mandatory convertible preferred stock.

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In the event of a failed remarketing we intend to treat the delivery of mandatory convertible preferred stock by a U.S. holder of Corporate Units along with the delivery by us to such U.S. holder of common stock, each in satisfaction of the purchase contract, as a recapitalization for U.S. federal income tax purposes pursuant to which the U.S. holder would not recognize gain or loss except to the extent of cash in lieu of a fractional share. You should consult your tax advisor about possible alternative treatments of a failed remarketing, including the possibility that it could be deemed to be a redemption for cash.

Conversion of Mandatory Convertible Preferred Stock into Common Stock

If you receive only common stock upon a conversion of our mandatory convertible preferred stock (other than cash with respect to any fractional share), you generally will not recognize gain or loss upon the conversion, except with respect to any cash received in lieu of a fractional share. Your tax basis in the common stock received in such a conversion will be the same as your adjusted tax basis in the mandatory convertible preferred stock surrendered (excluding the portion of the tax basis that is allocable to any fractional share), and your holding period for such common stock will include your holding period for the mandatory convertible preferred stock that was converted. The amount of gain or loss recognized on the receipt of cash in lieu of a fractional share would be equal to the difference between the amount of cash you receive in respect of the fractional share and the portion of your tax basis in the mandatory convertible preferred stock that is allocable to the fractional share. Any such gain or loss generally will be capital gain or loss and will be long-term capital gain or loss if, at the time of the conversion, the mandatory convertible preferred stock has been held by you for more than one year. The deductibility of capital losses is subject to limitations.

Conversion of Mandatory Convertible Preferred Stock into Solely Cash

Under certain situations described above under “Description of the Mandatory Convertible Preferred Stock—Conversion at the Option of the Holder Upon a Fundamental Change,” you may receive only cash in respect of mandatory convertible preferred stock surrendered for conversion. In such an event, you generally will be treated as having disposed of your mandatory convertible preferred stock in a redemption by us and will, subject to rules regarding redemption described above under “—Sale, Exchange, Successful Remarketing, or Other Taxable Disposition of Mandatory Convertible Preferred Stock,” recognize gain or loss on such disposition.

Purchase Contracts

Contract Adjustment Payments

There is no authority directly addressing the U.S. federal income tax treatment of the contract adjustment payments under current law, and the treatment of these payments is unclear. Contract adjustment payments may constitute taxable ordinary income to you when received or accrued, in accordance with your method of tax accounting. If we are ever required to file information returns with respect to contract adjustment payments, we intend to report these payments as taxable ordinary income. Under this treatment, if you are an accrual-method taxpayer, you could be required to recognize ordinary income with respect to the contract adjustment payments even if we pay them partly or wholly in common stock. In addition, if we defer a contract adjustment payment and you are an accrual-method taxpayer, you may be required to continue to recognize income for U.S. federal income tax purposes in respect of the purchase contracts in advance of your receipt of any corresponding cash payments. Moreover, amounts you receive upon a disposition of an Equity Unit that are attributable to an accrued contract adjustment payment may be treated as ordinary income to the extent not previously included in income. Alternatively, a contract adjustment payment may be treated as option premium, rather than being includible in income on a current basis. The treatment of contract adjustment payments could affect your tax basis in a purchase contract or common stock received under a purchase contract or your amount realized upon the sale or disposition of a purchase contract (whether held as part of a Corporate Unit, Treasury Unit or Cash Settled Unit) or the termination of a purchase contract. See “—Dispositions, Including Terminations, of a Purchase Contract,”

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“—Acquisition of Common Stock under a Purchase Contract,” and “Equity Units—Sale, Exchange or Other Disposition of the Equity Units.” You should consult your tax advisor regarding the potential treatment of the contract adjustment payments as option premium. Unless otherwise stated, the discussion herein assumes you recognize any contract adjustment payments received in income as ordinary income on a current basis.

In contrast to dividend payments, corporate holders will not be entitled to claim a dividends-received deduction with respect to contract adjustment payments and non-corporate holders will not be eligible for a reduced rate of taxation.

Dispositions, Including Terminations, of a Purchase Contract

Upon a disposition of a purchase contract in connection with the sale or exchange of an Equity Unit, you will recognize gain or loss equal to the difference between the amount realized and your adjusted tax basis in the purchase contract (if any). It is not entirely clear, however, whether the gain or loss on the disposition of a purchase contract will be long-term capital gain or loss or short-term capital gain or loss, even if your holding period for the purchase contract exceeds one year at the time of disposition. In determining gain or loss, any contract adjustment payments previously included in your income, but not received by you, should increase your adjusted tax basis in your purchase contract. For a discussion of the tax consequences of disposing of an Equity Unit when a purchase contract has a negative value, see “—Sale, Exchange, or Other Disposition of Equity Units” above.

If a purchase contract terminates, you will be treated as disposing of the contract for no value. Therefore, assuming the contract adjustment payments have not been deferred and you have recognized them as income on a current basis, you will not recognize any gain or loss. If you accrued deferred contract adjustment payments into income that you have not yet received, you should have a loss equal to your resulting basis. In any event, you will not recognize gain or loss on the receipt of your proportionate share of the mandatory convertible preferred stock, Treasury securities, Treasury portfolio or cash upon termination of the purchase contract and you will have the same tax basis in the mandatory convertible preferred stock, Treasury securities or Treasury portfolio, as the case may be, as before such termination.

Acquisition of Common Stock under a Purchase Contract

You generally will not recognize gain or loss on the purchase of our common stock under a purchase contract (including in an early settlement of a purchase contract), except with respect to any cash paid in lieu of a fractional share of common stock, which should be treated as paid in exchange for the fractional share. Your aggregate initial tax basis in the common stock acquired under a purchase contract generally should equal (a) the purchase price paid for such common stock, plus (b) your tax basis in the purchase contract, if any, less (c) any such tax basis allocable to the fractional share. The holding period for common stock received under a purchase contract will commence on the day after the common stock is acquired. See “—Common Stock Acquired under a Purchase Contract or upon Conversion,” below. For the treatment of the delivery of mandatory convertible preferred stock to us in satisfaction of a purchase contract in the event of a failed remarketing, see the discussion above under “—Mandatory Convertible Preferred Stock—Sale, Exchange, Successful Remarketing, or Other Taxable Disposition of Mandatory Convertible Preferred Stock.”

In the event of an early settlement of a purchase contract (including an early settlement upon the occurrence of a fundamental change), you will not recognize gain or loss on the receipt of your proportionate share of the mandatory convertible preferred stock, Treasury portfolio, Treasury securities or cash and you will have the same tax basis in the mandatory convertible preferred stock, Treasury portfolio or Treasury securities, as the case may be, as before the early settlement.

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Constructive Distributions

You might be treated as receiving a constructive distribution from us if (i) the maximum settlement rate under the purchase contract is adjusted and as a result of such adjustment your proportionate interest in our assets or earnings and profits is increased and (ii) the adjustment is not made pursuant to a *bona fide*, reasonable anti-dilution formula. For example, an adjustment to the maximum settlement rate would not be considered made pursuant to such a formula if the adjustment were made to compensate you for taxable distributions with respect to our common stock (for example, if we increase the cash dividend on our common stock). Thus, under certain circumstances, an increase in the maximum settlement rate (including an increase in the number of shares to be received upon a conversion in connection with a fundamental change) might give rise to a taxable dividend to you even though you will not receive any cash in respect thereof. In addition, in certain situations, you might be treated as receiving a constructive distribution if we fail to adjust the maximum settlement rate. Any deemed distribution will be taxable as a dividend, return of capital, or capital gain in accordance with the earnings and profits rules described below under “—Common Stock Acquired under a Purchase Contract or upon Conversion—Distributions.”

Treasury Units

Substitution of Treasury Securities to Create Treasury Units

You may create Treasury Units by delivering Corporate Units and Treasury securities to the collateral agent in substitution for the mandatory convertible preferred stock. The pledged mandatory convertible preferred stock will then be released from the collateral agreement and delivered to you. You generally will not recognize gain or loss upon the delivery of the Treasury securities or the release of the mandatory convertible preferred stock. You will continue to take into account items of income otherwise includible, with respect to the mandatory convertible preferred stock and the Treasury securities and your tax basis in the mandatory convertible preferred stock, Treasury securities and purchase contract will not be affected by the delivery and release.

Ownership of Treasury Securities

By acquiring Treasury Units, you agree to treat yourself as the beneficial owner of the Treasury securities that are part of the Treasury Units owned by you. We also agree to treat you as the owner of the Treasury securities. Your initial tax basis in the Treasury securities that are part of the Treasury Units will be equal to the amount paid for the Treasury securities. Your adjusted tax basis in the Treasury securities will be increased by the amount of any original issue discount (“OID”) or acquisition discount, as applicable, included in income with respect thereto, as described below.

Original Issue Discount and Acquisition Discount

If you hold a Treasury Unit, you will be required to treat your ownership interest in the Treasury securities constituting part of the Treasury Unit as an interest in a bond that was originally issued on the date you acquired the Treasury securities and, in the case of Treasury securities with a maturity of more than a year, has OID equal to the excess of the amount payable at maturity of the Treasury securities over the purchase price thereof, or, in the case of Treasury securities with a maturity of a year or less, was acquired with acquisition discount equal to the excess of the amount payable at maturity of the Treasury securities over the purchase price thereof. You will be required to include any OID in income on a constant yield to maturity basis over the period between the purchase date of the Treasury securities and the maturity date of the Treasury securities, regardless of your method of tax accounting and in advance of the receipt of cash attributable to the OID. If you are a cash-method taxpayer, you will not report acquisition discount until the Treasury securities mature or you sell, exchange or otherwise dispose of the Treasury securities in a taxable transaction, unless you elect to accrue the acquisition discount on a current basis. If you do not elect to accrue acquisition discount on a current basis, any interest expense on indebtedness you used to purchase or carry the Treasury securities, to the extent it does not exceed the daily portions of acquisition discount with respect to the Treasury securities, will be deferred until the

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acquisition discount is recognized. If you are an accrual-method taxpayer (or a cash method taxpayer that elects to accrue acquisition discount), you will be required to accrue the acquisition discount on a straight-line basis unless you elect to accrue the acquisition discount on a constant yield to maturity basis.

Sale, Exchange or Other Taxable Disposition of Treasury Securities

You will generally recognize gain or loss on the disposition of the Treasury securities constituting part of a Treasury Unit equal to the difference between the amount realized on the disposition and your adjusted tax basis in the Treasury securities. Amounts of OID or acquisition discount included in your gross income will increase your adjusted tax basis in the Treasury securities. The gain or loss you recognize will generally be capital gain or loss (except to the extent of any gain realized that does not exceed an amount equal to the OID or acquisition discount on such Treasury securities not previously included in income, which will be treated as ordinary income), and will be long-term capital gain or loss if, at the time of the disposition, your holding period for the Treasury securities exceeds one year. Long-term capital gains recognized by non-corporate U.S. holders are subject to reduced rates. The deductibility of capital losses is subject to limitations.

Substitution of Mandatory Convertible Preferred Stock to Recreate Corporate Units

If you deliver Treasury Units and mandatory convertible preferred stock to the collateral agent in exchange for Corporate Units and Treasury securities, you generally will not recognize gain or loss upon the delivery of the mandatory convertible preferred stock or the release of the Treasury securities. You will continue to take into account items of income or deduction otherwise includible or deductible, respectively, with respect to the mandatory convertible preferred stock and the Treasury securities and your tax basis in the mandatory convertible preferred stock, the Treasury securities and the purchase contracts will not be affected by the delivery and release.

Cash Settled Units

Substitution of Cash to Create Cash Settled Units

You may create Cash Settled Units by delivering Corporate Units and cash to the collateral agent in substitution for the mandatory convertible preferred stock. The pledged mandatory convertible preferred stock will then be released from the collateral agreement and delivered to you. You generally will not recognize gain or loss upon the delivery of the cash or the release of the mandatory convertible preferred stock. You will continue to take into account items of income otherwise includible with respect to the mandatory convertible preferred stock, and your tax basis in the mandatory convertible preferred stock and purchase contracts will not be affected by the delivery and release.

Substitution of Mandatory Convertible Preferred Stock to Recreate Corporate Units

If you deliver Cash Settled Units and mandatory convertible preferred stock to the collateral agent in exchange for Corporate Units and cash, you generally will not recognize gain or loss upon the delivery of the mandatory convertible preferred stock or the release of the cash. You will continue to take into account items of income otherwise includible with respect to the mandatory convertible preferred stock, and your tax basis in the mandatory convertible preferred stock and purchase contracts will not be affected by the delivery and release.

Treasury Portfolio

Interest Income and Acquisition Discount

Following a successful optional remarketing, if the Treasury portfolio contains interest-paying securities that are not Treasury strips, you will generally be required to recognize ordinary income to the extent of your *pro*

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rata portion of the interest paid (or, in the case of short-term Treasury securities, acquisition discount accrued, as discussed above in “—Treasury Securities— Original Issue Discount and Acquisition Discount”) with respect to the Treasury securities in the Treasury portfolio. If the Treasury portfolio contains Treasury strips, the tax treatment to you with respect to interest income and acquisition discount will be the same as described above in “—Treasury Securities— Original Issue Discount and Acquisition Discount.” You should consult your tax advisor regarding the tax treatment of your applicable ownership interest in the Treasury portfolio.

Tax Basis of and Gain on the Applicable Ownership Interest in the Treasury Portfolio

Your initial tax basis in your applicable ownership interest in the Treasury portfolio will equal your proportionate share of the amount paid by the collateral agent for the Treasury portfolio. Your adjusted tax basis in the applicable ownership interest in the Treasury portfolio will be increased by the amount of acquisition discount included in gross income with respect thereto, and decreased by the amount of cash received with respect to acquisition discount in the Treasury portfolio.

Upon the disposition or maturity of your *pro rata* portion of the Treasury securities in the Treasury portfolio, you will recognize gain or loss on the difference between the amount realized and your adjusted tax basis in the Treasury securities. This gain or loss will generally be short-term capital gain or loss, except to the extent of any gain realized that is attributable to accrued but unpaid interest or that does not exceed an amount equal to the *ratable* share of the acquisition discount on such Treasury securities not previously included in income, which will be treated as ordinary income.

Common Stock Acquired under a Purchase Contract or upon Conversion

Distributions

Any distribution paid out of our current or accumulated earnings and profits (as determined for U.S. federal income tax purposes) will constitute a dividend and will be includible in income by you when received. Any such dividend will be eligible for the dividends-received deduction if you are an otherwise qualifying corporate U.S. holder that meets the holding period and other requirements for the dividends-received deduction. Non-corporate U.S. holders that receive dividends on our common stock are eligible for a reduced rate of taxation if certain requirements are satisfied. Any distribution on our common stock in excess of our current and accumulated earnings and profits will first be applied to reduce your tax basis in the common stock (but not below zero), and any remaining excess will be treated as gain from the sale or exchange of your common stock, as described immediately below.

Sale, Exchange or Other Taxable Disposition

Upon a sale, exchange, or other taxable disposition of our common stock, you will recognize capital gain or loss in an amount equal to the difference between the amount realized and your adjusted tax basis in the common stock. This capital gain or loss will be long-term capital gain or loss if your holding period for the shares exceeds one year at the time of the disposition. Under U.S. federal income tax law, certain non-corporate U.S. holders, including individuals, are eligible for preferential tax rates in respect of long-term capital gains. The deductibility of capital losses is subject to certain limitations.

Information Reporting and Backup Withholding

In general, information reporting requirements will apply to payments to you in respect of the Equity Units (including the components thereof) and common stock and to the proceeds of the sale or other disposition of these instruments, unless you are an exempt recipient (and you certify as to your exempt recipient status, if required to do so). Backup withholding may apply to these payments if you fail to provide a taxpayer identification number or establish certain other conditions. Amounts withheld under the backup withholding rules are not additional taxes and may be refunded or credited against your U.S. federal income tax liability, provided the required information is timely furnished to the IRS.

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Tax Consequences to Non-U.S. Holders

This section applies to you if you are a non-U.S. holder. You are a non-U.S. holder if for U.S. federal income tax purposes you are a beneficial owner of an Equity Unit that is:

- a nonresident alien individual;
- a foreign corporation; or
- a foreign estate or trust.

U.S. Federal Income and Withholding Tax

Interest on the Treasury Portfolio and Treasury Securities

Subject to the discussions below under “—Information Reporting and Backup Withholding” and “—FATCA,” payments of principal or interest (including OID and acquisition discount) on the Treasury portfolio or Treasury securities held by you generally will not be subject to U.S. federal income or withholding tax under the “portfolio interest exemption,” provided that:

- the interest is not effectively connected with your conduct of a trade or business within the United States; and
- you provide to the applicable withholding agent your name and address on an IRS Form W-8BEN or Form W-8BEN-E (or other applicable form) and certify, under penalties of perjury, that you are not a United States person (as defined in the Code).

If you cannot satisfy one of the requirements described above and interest paid on the Treasury portfolio or Treasury securities held by you is not exempt from withholding because it is effectively connected with your conduct of a trade or business in the United States as described below under “—Effectively Connected Income,” payments of interest on the Treasury portfolio or Treasury securities will be subject to U.S. federal withholding tax at a rate of 30% (or a lower rate specified by an applicable tax treaty).

Dividends, Constructive Distributions and Contract Adjustment Payments

Dividends received by you on our mandatory convertible preferred stock or common stock, including a conversion or redemption treated as a dividend, as well as constructive dividends resulting from certain adjustments or failures to make adjustments to the conversion rate under the mandatory convertible preferred stock or maximum settlement rate under the purchase contracts, will generally be subject to withholding of U.S. federal income tax at a 30% rate (or a lower rate specified by an applicable tax treaty) (see “—Tax Consequences to U.S. Holders—Mandatory Convertible Preferred Stock—Sale, Exchange, Successful Remarketing, or Other Taxable Disposition of Mandatory Convertible Preferred Stock,” “—Tax Consequences to U.S. Holders—Mandatory Convertible Preferred Stock—Constructive Distributions,” and “—Tax Consequences to U.S. Holders—Purchase Contracts—Constructive Distributions”). In the case of dividends paid in stock, constructive dividends or a conversion of mandatory convertible preferred stock into common stock that is treated as a dividend, you will generally be subject to U.S. federal withholding tax at a rate of 30% on the dividend amount.

As discussed above under “—Tax Consequences to U.S. Holders—Purchase Contracts—Contract Adjustment Payments,” the U.S. federal income tax treatment of contract adjustment payments is unclear. In the case of contract adjustment payments paid in stock, you will generally be subject to U.S. federal withholding tax at a rate of 30% on the amount of contract adjustment payments paid. If we are the applicable withholding agent with respect to a contract adjustment payment, we intend to withhold on these payments at a rate of 30% (or lower applicable treaty rate), and other withholding agents will likely treat contract adjustment payments in the same manner.

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However, contract adjustment payments or dividends that are effectively connected with your conduct of a trade or business within the United States and, where a tax treaty applies, are attributable to a U.S. permanent establishment are not subject to U.S. withholding tax, although you will be required to satisfy the relevant certification requirements to avoid 30% withholding, but instead are subject to U.S. federal income tax, as described under “—Effectively Connected Income” below.

If you are a non-U.S. holder of mandatory convertible preferred stock, common stock or a purchase contract who wishes to claim the benefit of an applicable treaty rate for dividends or contract adjustment payments, you will be required to satisfy certain certification and disclosure requirements described in “—Interest on the Treasury Portfolio and Treasury Securities.” If you are eligible for a reduced rate of U.S. withholding tax on payments pursuant to an income tax treaty, you may obtain a refund of any excess amounts withheld by filing an appropriate claim for refund with the IRS.

Sale, Exchange, Successful Remarketing, Conversion or Other Taxable Disposition of the Equity Units, Mandatory Convertible Preferred Stock, or Common Stock

The following discussion assumes that our common stock is and will continue to be regularly traded on an established securities market. You should consult your tax advisor if at any point our common stock is not so regularly traded.

A non-U.S. holder will generally recognize gain, or dividend treatment, on a disposition of the Equity Units, mandatory convertible preferred stock or common stock (including conversion of mandatory convertible preferred stock) to the same extent as a U.S. holder, as described under “—Tax Consequences to U.S. Holders—Mandatory Convertible Preferred Stock—Sale, Exchange, Successful Remarketing or Other Taxable Disposition of the Mandatory Convertible Preferred Stock,” “—Tax Consequences to U.S. Holders—Mandatory Convertible Preferred Stock—Conversion of Mandatory Convertible Preferred Stock into Cash and Common Stock,” “—Tax Consequences to U.S. Holders—Purchase Contracts—Dispositions, Including Terminations, of a Purchase Contract,” “—Tax Consequences to U.S. Holders—Treasury Units—Sale, Exchange or Other Taxable Disposition of Treasury Securities,” “—Tax Consequences to U.S. Holders—Treasury Portfolio—Tax Basis of and Gain on the Applicable Ownership Interest in the Treasury Portfolio,” and “—Tax Consequences to U.S. Holders—Common Stock—Sale, Exchange or Other Taxable Disposition.” Any amounts treated as dividends in those discussions will be treated as discussed above under “—Dividends, Constructive Distributions and Contract Adjustment Payments.”

Any amounts received on a disposition of the Equity Units that are attributable to accrued interest, OID or acquisition discount are treated as described under “—Interest on the Treasury Portfolio and Treasury Securities,” and amounts received on a disposition of a purchase contract that are attributable to an accrued contract adjustment payment may be treated as described under “—Dividends, Constructive Distributions and Contract Adjustment Payments.”

Subject to the discussions below under “—Information Reporting and Backup Withholding” and “—FATCA,” any gain realized on the disposition of Equity Units, mandatory convertible preferred stock or common stock generally will not be subject to U.S. federal income or withholding tax unless:

- the gain is effectively connected with your conduct of a trade or business in the United States (and, where an applicable treaty so provides, is also attributable to a U.S. permanent establishment maintained by you);
- you are an individual who is present in the United States for 183 days or more in the taxable year of the disposition and certain other conditions are met; or

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- you are, in the case of a purchase contract, our mandatory convertible preferred stock or our common stock, considered to own an interest in a “United States real property holding corporation” for U.S. federal income tax purposes at any time during the shorter of the five-year period preceding the disposition and your holding period, and certain other conditions are satisfied.

Gain described in the first bullet point above generally will be subject to tax at the regular U.S. federal income tax rates and, if you are a corporation, may be subject to a branch profits tax in an amount equal to 30% (or lower treaty rate) of your effectively connected earnings and profits as described below under “—Effectively Connected Income.” An individual non-U.S. holder described in the second bullet point above will be subject to a flat 30% tax rate (or any lower rate that may be specified by an applicable income tax treaty) on the gain derived from the sale, which may be offset by U.S.-source capital losses (even though the individual is not considered a resident of the United States).

With respect to the third bullet point above, generally a corporation is a United States real property holding corporation if the fair market value of its “United States real property interests,” as defined in the Code and applicable Treasury regulations, equals or exceeds 50% of the aggregate fair market value of its worldwide real property interests and its other assets used or held for use in a trade or business. Shares of our mandatory convertible preferred stock and common stock (and possibly purchase contracts) generally will be treated as United States real property interests if we are (or, during a specified period, have been) a United States real property holding corporation for United States federal income tax purposes. We believe that we currently are not a United States real property holding corporation for U.S. federal income tax purposes, and we do not expect to become a United States real property holding corporation for the foreseeable future. However, if we become a United States real property holding corporation, you may be subject to U.S. federal income tax on any gain from the disposition of our mandatory convertible preferred stock and common stock (and possibly purchase contracts).

Effectively Connected Income

If you are engaged in a trade or business in the United States and income on the Equity Units (or components thereof) or our common stock is effectively connected with the conduct of that trade or business (and, if required by an applicable income tax treaty, is attributable to a U.S. permanent established or fixed base maintained by you), although exempt from 30% U.S. withholding tax, you will be subject to U.S. federal income tax on that income in the same manner as if you were a U.S. holder (as described above under “—Tax Consequences to U.S. Holders”). Certain certification and disclosure requirements must be satisfied in order for effectively connected income to be exempt from withholding. In addition, if you are a foreign corporation, you may be subject to a branch profits tax equal to 30% (or lower applicable treaty rate) of your earnings and profits for the taxable year, subject to adjustments, that are effectively connected with the conduct by you of a trade or business in the United States.

U.S. Federal Estate Tax

If you are an individual non-U.S. holder, your estate will not be subject to U.S. federal estate tax on the Treasury portfolio or Treasury securities beneficially owned by you at the time of your death, provided that any payments made to you on the Treasury portfolio or Treasury securities, as applicable, would be eligible for exemption from the 30% withholding tax under the rules described above under “—U.S. Federal Income and Withholding Tax” without regard to the certification requirement described in the second bullet point regarding portfolio interest. Mandatory convertible preferred stock and common stock acquired under a purchase contract or upon a conversion of convertible preferred stock owned by you at the time of your death will be subject to U.S. federal estate tax unless an applicable estate tax treaty provides otherwise. While not entirely clear, a purchase contract owned by you at the time of your death may be subject to U.S. federal estate tax unless an applicable estate tax treaty provides otherwise.

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Information Reporting and Backup Withholding

Information returns are required to be filed with the IRS in connection with interest (including OID and acquisition discount) on the Treasury portfolio, Treasury securities, dividends (including constructive dividends) and contract adjustment payments (assuming they are properly treated as income). Unless you comply with certification procedures to establish that you are not a U.S. person, information returns may also be filed with the IRS in connection with the proceeds from a sale or other disposition of the Equity Units (or components thereof) and our common stock. You may be subject to backup withholding on payments on the Equity Units (or components thereof) or our common stock unless you comply with certification procedures to establish that you are not a U.S. person or otherwise establish an exemption. Your provision of a properly executed applicable IRS Form W-8 certifying your non-U.S. status will permit you to avoid backup withholding. Amounts withheld under the backup withholding rules are not additional taxes and may be refunded or credited against your U.S. federal income tax liability, provided the required information is timely furnished to the IRS.

FATCA

Provisions contained in the Code commonly referred to as “FATCA” impose a U.S. federal withholding tax of 30% certain payments (including payments of interest in respect of the Treasury portfolio or Treasury securities, dividends (including deemed dividends) paid with respect to shares of our mandatory convertible preferred stock or common stock, contract adjustment payments (assuming treated as income) paid with respect to the purchase contract, and gross proceeds from the sale or disposition of the Treasury portfolio, Treasury securities, mandatory convertible preferred stock and common stock to “foreign financial institutions” (which is broadly defined for this purpose and in general includes investment vehicles) and certain other non-U.S. entities unless various U.S. information reporting, withholding and due diligence requirements (generally relating to ownership by U.S. persons of certain interests in or accounts with those entities) have been satisfied or an exemption applies. Under proposed Treasury regulations, this withholding tax will not apply to the gross proceeds from the sale or other disposition of the Treasury portfolio, Treasury securities, mandatory convertible preferred stock and common stock. The preamble to these proposed Treasury regulations indicates that taxpayers may rely on them pending their finalization. An intergovernmental agreement between the United States and an applicable foreign country may modify the general FATCA requirements. If any withholding is imposed, a beneficial owner that is not a foreign financial institution generally may obtain a refund of any amounts withheld by filing a U.S. federal income tax return, which may entail significant administrative burden. Prospective investors should consult their tax advisors regarding the effects of FATCA on an investment in the Equity Units (or components thereof) and our common stock.

The foregoing discussion of material U.S. federal income and estate tax considerations is for general information purposes only and is not tax or legal advice. You should consult your tax advisor as to the particular tax consequences of owning and disposing of the Equity Units (or components thereof) and our common stock, including the applicability and effect of any U.S. federal, state or local or non-U.S. tax laws, and of any changes or proposed changes in applicable law.

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ERISA CONSIDERATIONS

The U.S. Employee Retirement Income Security Act of 1974, as amended (“ERISA”), the Code and similar federal, state, local and foreign laws that are substantively similar or are of similar effect (“Similar Laws”) impose certain restrictions on:

- employee benefit plans (as defined in Section 3(3) of ERISA) subject to Title I of ERISA (“ERISA Plans”);
- plans described in Section 4975(e)(1) of the Code, including individual retirement accounts or Keogh plans;
- any entities whose underlying assets include plan assets pursuant to 29 C.F.R. Section 2510.3-101 (as modified by Section 3(42) of ERISA) by reason of a plan’s investment in such entities;
- governmental plans, certain church plans (each as defined under ERISA) and foreign plans that are not subject to the provisions of Title I of ERISA or Section 4975 of the Code but are subject to Similar Laws (“Non-ERISA Plans”) (together with ERISA Plans, plans described in Section 4975(e)(1) of the Code and entities whose underlying assets include plan assets by reason of a plan’s investment in such entities, referred to collectively as “Plans” and each individually as a “Plan”); and
- persons who have certain specified relationships to a Plan (“Parties in Interest” as defined under ERISA and “Disqualified Persons” as defined under the Code).

ERISA, the Code and Similar Laws impose certain duties on persons who are fiduciaries of a Plan and prohibit certain transactions involving Plan assets and fiduciaries or other Parties in Interest or Disqualified Persons. Civil penalties, liability and/or excise taxes may be imposed as a result of a violation of these duties or engaging in a prohibited transaction and such a transaction could result in a loss of tax-exempt status and the transaction might have to be rescinded. Under ERISA and the Code, any person who exercises any discretionary authority or control over the administration of a Plan or the management or disposition of assets of such a Plan, or who renders investment advice to such a Plan for a fee or other compensation, is generally considered a fiduciary of the Plan. Accordingly, among other factors, an investing fiduciary who is considering an investment in Corporate Units (and the securities underlying such Corporate Units) should first determine that:

- the investment would satisfy the prudence and diversification requirements of ERISA or Similar Laws, including among other things, the risk of loss on such investment and any limitations on liquidity and marketability of such investment;
- the investment is appropriate for the Plan, taking into account the overall investment policy of the Plan and the composition of the Plan’s investment portfolio;
- the investment would be consistent with the documents and instruments governing the Plan;
- the investment is made solely in the interest of participants and beneficiaries of the Plan;
- the acquisition, holding or disposition of Corporate Units (and the securities underlying the Corporate Units) does not result in (1) a “prohibited transaction” under Section 406 of ERISA or Section 4975 of the Code for which there is no applicable exemption or (2) a violation of Similar Laws; and
- the investment does not violate ERISA’s prohibition on improper delegation of control over or responsibility for Plan assets.

The Corporate Units (and the securities underlying the Corporate Units) should not be purchased or held by any person investing assets of a Plan unless such purchase and holding will either not constitute a prohibited transaction under ERISA, the Code or Similar Laws or will be covered by an applicable prohibited transaction exemption. Any Plan fiduciary or person that proposes to cause a Plan (or to act on behalf of a Plan) to purchase

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the Corporate Units (and the securities underlying the Corporate Units) should consult with its own counsel with respect to the potential applicability of ERISA, the Code or Similar Laws and the potential consequences in its specific circumstances. Any such Plan fiduciary or other person is solely responsible for determining whether the investment in the Corporate Units (and the securities underlying the Corporate Units) will result in a non-exempt prohibited transaction under ERISA, the Code or a violation of Similar Laws and whether the investment satisfies ERISA's fiduciary standards and any other requirements under ERISA, the Code or Similar Laws.

Accordingly, by its purchase or holding of the Corporate Units (and the securities underlying the Corporate Units), each purchaser or holder of the Corporate Units will be deemed to have represented and warranted that either:

- the purchaser or holder is not purchasing the Corporate Units (and the securities underlying the Corporate Units) with, or on behalf of, the assets of any Plan; or
- (1) the purchase, holding and disposition of the Corporate Units (and the securities underlying the Corporate Units) satisfies ERISA's fiduciary standards and other requirements under ERISA, the Code or Similar Laws, (2) the purchase, holding and disposition of the Corporate Units (and the securities underlying the Corporate Units) will not result in a non-exempt prohibited transaction under ERISA or the Code, or a violation of Similar Laws and (3) neither we nor any of our subsidiaries, nor the underwriters, are or will be deemed to be a fiduciary with respect to any Plan.

The sale or transfer of Corporate Units (and the securities underlying the Corporate Units) to a Plan or person acting on behalf of a Plan is in no way a representation by us that the purchase, holding or disposition of Corporate Units (and the securities underlying the Corporate Units) meets the legal requirements for investments by Plans or is appropriate for Plans.

The discussion of ERISA, the Code, and Similar Laws contained in this prospectus supplement is, of necessity, general and does not purport to be complete. Moreover, the provisions of ERISA, the Code, and Similar Laws are subject to extensive and continuing administrative and judicial interpretation and review. Therefore, the matters discussed above may be affected by future regulations, rulings and court decisions, some of which may have retroactive application and effect.

ANY POTENTIAL INVESTOR CONSIDERING THE PURCHASE OR HOLDING OF THE CORPORATE UNITS THAT IS, OR IS ACTING ON BEHALF OF, A PLAN IS STRONGLY URGED TO CONSULT ITS OWN LEGAL, TAX AND ERISA ADVISERS REGARDING THE CONSEQUENCES OF SUCH AN INVESTMENT AND THE ABILITY TO MAKE THE REPRESENTATIONS DESCRIBED ABOVE.

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DIVIDEND POLICY

Holders of shares of our common stock are entitled to receive dividends when, as and if declared by NiSource's board of directors out of funds legally available, subject to the preferential dividend rights of the holders of our issued and outstanding preferred stock. The policy of our board of directors has been to declare cash dividends on a quarterly basis payable on or about the 20th day of February, May, August and November.

Although the board of directors currently intends to continue the payment of regular quarterly cash dividends on common shares, the timing and amount of future dividends will depend on the earnings of NiSource's subsidiaries, their financial condition, cash requirements, regulatory restrictions, any restrictions in financing agreements and other factors deemed relevant by the board of directors.

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UNDERWRITING

Subject to the terms and conditions stated in the underwriting agreement between us and Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC and Wells Fargo Securities, LLC, as representatives of the underwriters named below, each of the underwriters has severally agreed to purchase, and we have agreed to sell to each underwriter, the aggregate principal amount of Equity Units set forth opposite such underwriter's name below.

Underwriters	Number of Equity Units to be purchased from us
Goldman Sachs & Co. LLC	4,633,029
J.P. Morgan Securities LLC	1,218,463
Wells Fargo Securities, LLC	1,218,463
Barclays Capital Inc.	143,349
BofA Securities, Inc.	71,674
Citigroup Global Markets Inc.	71,674
Credit Suisse Securities (USA) LLC	71,674
MUFG Securities Americas Inc.	71,674
Total	7,500,000

The underwriters are committed to purchase all the Equity Units offered by us if they purchase any Equity Units, other than those Equity Units covered by the over-allotment option as described below. The underwriting agreement also provides that if an underwriter defaults, the purchase commitments of non-defaulting underwriters may also be increased or the offering may be terminated.

Equity Units sold by the underwriters to the public will initially be offered at the public offering price set forth on the cover of this prospectus supplement. Any Equity Units sold by the underwriters to securities dealers may be sold at a discount from the public offering price of up to \$1.57 per Equity Unit. If all the Equity Units are not sold at the initial offering price, the underwriters may change the offering price and the other selling terms. The offering of the Equity Units by the underwriters is subject to receipt and acceptance and subject to the underwriters' right to reject any order in whole or in part.

If the underwriters sell more Equity Units than the total number set forth in the table above, the underwriters have an option to buy up to an additional 1,125,000 Equity Units from us to cover such sales. They may purchase those additional Equity Units within a 13-day period beginning on, and including, the issue date of the Equity Units. If any Equity Units are purchased pursuant to this option, the underwriters will severally purchase Equity Units in approximately the same proportion as set forth above. If any additional Equity Units are purchased, the underwriters will offer the additional Equity Units on the same terms as those on which the Equity Units are being offered.

The underwriters expect to deliver the Corporate Units in book-entry form only through the facilities of The Depository Trust Company against payment in New York, New York on or about April 19, 2021, which is three business days following the initial trade date of the Corporate Units (such settlement cycle being herein referred to as "T+3"). You should note that the trading of the Corporate Units on the date of pricing or the next business day may be affected by the T+3 settlement. Under Rule 15c6-1 of the Exchange Act, trades in the secondary market generally are required to settle in two business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade their Corporate Units on the date of pricing or the next business day will be required, by virtue of the fact that the Corporate Units initially will settle in T+3, to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement. Purchasers of Corporate Units who wish to trade their Corporate Units on the date of pricing or the next business day should consult their own adviser.

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The Equity Units are a new issue of securities with no established trading market. We intend to apply to list the Corporate Units on the New York Stock Exchange and expect trading to commence within 30 days of the date of initial issuance of the Corporate Units, but there is no guarantee that such listing will be approved. We have been advised by the underwriters that the underwriters intend to make a market in the Equity Units but are not obligated to do so and may discontinue market making at any time without notice. No assurance can be given as to the liquidity of the trading market for the Equity Units.

A prospectus supplement in electronic format may be made available on the websites maintained by one or more underwriters, or selling group members, if any, participating in the offering. The underwriters may agree to allocate a number of Equity Units to underwriters and selling group members for sale to their online brokerage account holders. Internet distributions will be allocated by the representative to underwriters and selling group members that may make Internet distributions on the same basis as other allocations.

We have agreed that, for a period of 45 days after the date of this prospectus supplement, we will not (i) offer, sell, contract to sell, pledge, otherwise dispose of, enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by us or any of our affiliates or any person in privity to us or any of our affiliates), of any shares of Common Stock or any securities convertible into, or exercisable, or exchangeable for, shares of Common Stock; or (ii) publicly announce an intention to effect any such transaction; *provided*, however that the we will be permitted to file a shelf registration statement (or file any amendment to its existing shelf registration statement) with respect to such securities, *provided* that the we may not effect any sales of such securities pursuant to such shelf registration statement during the 45-day period described above, without the prior written consent of Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC and Wells Fargo Securities, LLC, other than (A) the Equity Units to be sold in this offering and any common stock issued pursuant to the terms of the purchase contract and pledge agreement, including, without limitation, issuing shares of our common stock in connection with any early settlement right at the election of holders of purchase contracts or any “fundamental change early settlement right” upon the occurrence of a “fundamental change,” (B) any shares of our common stock granted pursuant an employee stock option plan, stock ownership plan or dividend reinvestment plan, or (C) issuance of common stock upon the conversion or the exercise of warrants on the date of this prospectus supplement.

Our directors and certain of our executive officers have agreed that, for a period of 45 calendar days from the date of this prospectus supplement, they will not, without the prior written consent of Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC and Wells Fargo Securities, LLC, offer, sell, contract to sell, pledge or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by such director or executive officer or any affiliate thereof or any person in privity with such director or executive officer or any affiliate thereof), directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act and the rules and regulations of the SEC promulgated thereunder, with respect to any shares of our common stock or any securities convertible into or exercisable or exchangeable for our common stock. The foregoing sentence will not apply to (i) transactions by each of the directors and executive officers involving the disposition of not more than 100,000 shares of our common stock; (ii) transactions by each of the directors and executive officers relating to shares of our common stock or other securities acquired in open market transactions after the completion of this offering; (iii) transfers by such directors and executive officers of shares of our common stock or common stock equivalents as a bona fide gift or by will or intestacy, including transfers to a trust where the beneficiaries of the trust are drawn solely from a group consisting of the director or executive officer and immediate family members, provided that (a) each transferee that is not a not-for-profit or religious organization agrees to be similarly restricted for the 60 day period and (b) no party, including the director or executive officer, will be required to, nor will it voluntarily, file a report under Section 16(a) of the Exchange Act, in connection with such transfer or distribution (other than a filing on Form 5 made after the expiration of the restricted period referred to in the foregoing sentence); (iv) transactions by such directors and executive officers, pursuant to a trading plan established pursuant to Rule 10b5-1 under the Exchange Act in existence as of the date of

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this prospectus supplement; (v) the creation of a trading plan established pursuant to Rule 10b5-1 under the Exchange Act; provided that no transactions are made pursuant to such plan until the expiration of the restricted period referred to in the foregoing sentence; or (vi) the exercise by such directors and executive officers of options to purchase shares of our common stock pursuant to the surrender of options to purchase shares of our common stock or sale of shares of our common stock to satisfy the applicable aggregate exercise price (and applicable withholding taxes, if applicable) required to be paid upon such exercise. Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC and Wells Fargo Securities, LLC may release any of the securities subject to these lock-up agreements at any time without notice.

The following table shows the underwriting discount that we are to pay to the underwriters in connection with this offering. These amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase additional Equity Units.

	Paid by NiSource	
	No Exercise	Full Exercise
Per Equity Unit	\$ 2,616	\$ 2,616
Total	\$ 19,620,000	\$ 22,563,000

In connection with this offering, the underwriters may purchase and sell the Equity Units and shares of our common stock in the open market. These transactions may include short sales, syndicate covering transactions and stabilizing transactions. Short sales involve syndicate sales in excess of the number of Equity Units to be purchased by the underwriters in this offering, which creates a syndicate short position. "Covered" short sales are sales made in an amount up to the number of Equity Units represented by the underwriters' option to purchase additional Equity Units. In determining the source of Equity Units to close out the covered syndicate short position, the underwriters will consider, among other things, the price of Equity Units available for purchase in the open market as compared to the price at which they may purchase Equity Units through the option to purchase additional Equity Units. Transactions to close out the covered syndicate short involve either purchases of Equity Units in the open market after the distribution has been completed or the exercise of the option to purchase additional Equity Units. The underwriters may also make "naked" short sales of Equity Units in excess of the option to purchase additional Equity Units. The underwriters must close out any naked short position by purchasing Equity Units in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the Equity Units in the open market after pricing that will adversely affect investors who purchase in the offering. Stabilizing transactions consist of bids for or purchases of Equity Units and shares of our common stock in the open market while the offering is in progress.

The underwriters also may impose a penalty bid. Penalty bids permit the underwriters to reclaim a selling concession from a syndicate member when the underwriters, in covering short positions or making stabilizing purchases, repurchase Equity Units originally sold by that syndicate member.

Purchases to cover short positions and stabilizing purchases, as well as other purchases by the underwriters for their own accounts, may have the effect of preventing or retarding a decline in the market price of the Equity Units. They may also cause the price of the Equity Units to be higher than the price that would otherwise exist in the open market in the absence of these transactions. The underwriters may conduct these transactions on the NYSE, in the over-the-counter market or otherwise. If the underwriters commence any of these transactions, they may discontinue them at any time.

This prospectus supplement and the accompanying prospectus, as amended or supplemented, may be used in connection with the early settlement of the purchase contracts and the remarketing of the convertible preferred stock.

We estimate that the total expenses of the offering, excluding the underwriting discount, will be approximately \$4,400,000 and will be payable by us.

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We have agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act of 1933, as amended, or to contribute payments the underwriters may be required to make in respect of such liabilities.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. Certain of the underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for the issuer, for which they received or will receive customary fees and expenses. In addition, certain of the underwriters and their respective affiliates are lenders, and in some cases agents for the lenders, under our credit facilities.

Additionally, in the ordinary course of their various business activities, the underwriters and their respective affiliates have made or held, and may in the future make or hold, a broad array of investments including serving as counterparties to certain derivative and hedging arrangements, and may have actively traded, and, in the future may actively trade, debt and equity securities (or related derivative securities), and financial instruments (including bank loans) for their own account and for the accounts of their customers and may have in the past and at any time in the future hold long and short positions in such securities and instruments. Such investment and securities activities may have involved, and in the future may involve, our securities and instruments. Certain of the underwriters or their affiliates that have a lending relationship with us routinely hedge their credit exposure to us consistent with their customary risk management policies. Typically, such underwriters and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the Equity Units offered hereby. Any such short positions could adversely affect future trading prices of the Equity Units offered hereby. The underwriters and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Selling Restrictions

General

Other than in the United States, no action has been taken by us or the underwriters that would permit a public offering of the Equity Units offered by this prospectus supplement in any jurisdiction where action for that purpose is required. The Equity Units offered by this prospectus supplement may not be offered or sold, directly or indirectly, nor may this prospectus supplement or any other offering material or advertisements in connection with the offer and sale of any such Equity Units be distributed or published in any jurisdiction, except under circumstances that will result in compliance with the applicable rules and regulations of that jurisdiction. Persons into whose possession this prospectus supplement comes are advised to inform themselves about and to observe any restrictions relating to the offering and the distribution of this prospectus supplement. This prospectus supplement does not constitute an offer to sell or a solicitation of an offer to buy any Equity Units offered by this prospectus supplement in any jurisdiction in which such an offer or a solicitation is unlawful.

Australia

No placement document, prospectus, product disclosure statement or other disclosure document has been lodged with the Australian Securities and Investments Commission, in relation to the offering. This prospectus supplement does not constitute a prospectus, product disclosure statement or other disclosure document under the Corporations Act 2001 (the “Corporations Act”), and does not purport to include the information required for a prospectus, product disclosure statement or other disclosure document under the Corporations Act.

Any offer in Australia of the securities may only be made to persons (the “Exempt Investors”) who are “sophisticated investors” (within the meaning of section 708(8) of the Corporations Act), “professional

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investors’’ (within the meaning of section 708(11) of the Corporations Act) or otherwise pursuant to one or more exemptions contained in section 708 of the Corporations Act so that it is lawful to offer the securities without disclosure to investors under Chapter 6D of the Corporations Act.

The securities applied for by Exempt Investors in Australia must not be offered for sale in Australia in the period of 12 months after the date of allotment under the offering, except in circumstances where disclosure to investors under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under section 708 of the Corporations Act or otherwise or where the offer is pursuant to a disclosure document which complies with Chapter 6D of the Corporations Act. Any person acquiring securities must observe such Australian on-sale restrictions.

This prospectus supplement contains general information only and does not take account of the investment objectives, financial situation or particular needs of any particular person. It does not contain any securities recommendations or financial product advice. Before making an investment decision, investors need to consider whether the information in this prospectus supplement is appropriate to their needs, objectives and circumstances, and, if necessary, seek expert advice on those matters.

Canada

The securities may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the securities must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus supplement (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser’s province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser’s province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

European Economic Area

The securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“EEA”) For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “MiFID II”); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the “Insurance Distribution Directive”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the “Prospectus Regulation”). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the “PRIIPs Regulation”) for offering or selling the securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation. This prospectus supplement has been prepared on the basis that any offer of securities in any Member State of the EEA will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of securities. This prospectus supplement is not a prospectus for the purposes of the Prospectus Regulation.

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In connection with the offering, the underwriters are not acting for anyone other than the Company and will not be responsible to anyone other than the issuer for providing the protections afforded to their clients nor for providing advice in relation to the offering.

The above selling restriction is in addition to any other selling restrictions set out below.

United Kingdom

The securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (“UK”). For these purposes, a retail investor means a person who is one (or more) of (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“EUWA”); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, the “FSMA”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA (the “UK Prospectus Regulation”). Consequently no key information document required by Regulation (EU) 1286/2014 as it forms part of domestic law by virtue of the EUWA (the “UK PRIIPs Regulation”) for offering or selling the securities or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the securities or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation. This prospectus supplement has been prepared on the basis that any offer of securities in the UK will be made pursuant to an exemption under the UK Prospectus Regulation and the FSMA from the requirement to publish a prospectus for offers of securities. This prospectus supplement is not a prospectus for the purposes of the UK Prospectus Regulation or the FSMA.

In connection with the offering, the underwriters are not acting for anyone other than the Company and will not be responsible to anyone other than the Company for providing the protections afforded to their clients nor for providing advice in relation to the offering.

This document is for distribution only to persons who (i) have professional experience in matters relating to investments and who qualify as investment professionals within the meaning of Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the “Financial Promotion Order”), (ii) are persons falling within Article 49(2)(a) to (d) (“high net worth companies, unincorporated associations etc.”) of the Financial Promotion Order, (iii) are outside the UK, or (iv) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000, as amended (“FSMA”)) in connection with the issue or sale of any securities may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as “relevant persons”). This document is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this document relates is available only to relevant persons and will be engaged in only with relevant persons.

Switzerland

We have not and will not register with the Swiss Financial Market Supervisory Authority (“FINMA”) as a foreign collective investment scheme pursuant to Article 119 of the Federal Act on Collective Investment Scheme of 23 June 2006, as amended (“CISA”), and accordingly, the securities being offered pursuant to this prospectus supplement have not and will not be approved, and may not be licenseable, with FINMA. Therefore, the securities have not been authorized for distribution by FINMA as a foreign collective investment scheme pursuant to Article 119 CISA, and the securities offered hereby may not be offered to the public (as this term is defined in Article 3 CISA) in or from Switzerland.

The securities may solely be offered to “qualified investors,” as this term is defined in Article 10 CISA, and in the circumstances set out in Article 3 of the Ordinance on Collective Investment Scheme of 22 November

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2006, as amended (“CISO”), such that there is no public offer. Investors, however, do not benefit from protection under CISA or CISO or supervision by FINMA. This prospectus supplement and any other materials relating to the securities are strictly personal and confidential to each offeree and do not constitute an offer to any other person. This prospectus supplement may only be used by those qualified investors to whom it has been handed out in connection with the offer described herein and may neither directly or indirectly be distributed or made available to any person or entity other than its recipients. It may not be used in connection with any other offer and shall in particular not be copied and/or distributed to the public in Switzerland or from Switzerland. This prospectus supplement does not constitute an issue prospectus as that term is understood pursuant to Article 652a and/or 1156 of the Swiss Federal Code of Obligations. We have not applied for a listing of the securities on the SIX Swiss Exchange or any other regulated securities market in Switzerland, and consequently, the information presented in this prospectus supplement does not necessarily comply with the information standards set out in the listing rules of the SIX Swiss Exchange and corresponding prospectus schemes annexed to the listing rules of the SIX Swiss Exchange.

Dubai International Financial Centre

This prospectus supplement relates to an Exempt Offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority (“DFSA”). This prospectus supplement is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus supplement nor taken steps to verify the information set forth herein and has no responsibility for the prospectus supplement. The securities to which this prospectus supplement relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the securities offered should conduct their own due diligence on the securities. If you do not understand the contents of this prospectus supplement, you should consult an authorized financial advisor.

Japan

The securities have not been and will not be registered under the Financial Instruments and Exchange Act. Accordingly, the securities may not be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to or for the benefit of a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and any other applicable laws, regulations and ministerial guidelines of Japan.

Hong Kong

The securities have not been offered or sold and will not be offered or sold in Hong Kong, by means of any document, other than (a) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (b) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance. No advertisement, invitation or document relating to the securities has been or may be issued or has been or may be in the possession of any person for the purposes of issue, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to securities which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

Singapore

This prospectus supplement has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, the securities were not offered or sold or caused to be made the subject of an invitation

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for subscription or purchase and will not be offered or sold or caused to be made the subject of an invitation for subscription or purchase, and this prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the securities, has not been circulated or distributed, nor will it be circulated or distributed, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the ‘‘SFA’’)) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the securities are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor, securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the securities pursuant to an offer made under Section 275 of the SFA except:

- (a) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (b) where no consideration is or will be given for the transfer;
- (c) where the transfer is by operation of law; or
- (d) as specified in Section 276(7) of the SFA.

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LEGAL MATTERS

Fried, Frank, Harris, Shriver & Jacobson LLP, New York, New York, will pass upon certain legal matters relating to the validity of the securities offered by this prospectus supplement for us. Certain legal matters in connection with this offering will be passed upon for the underwriters by Davis Polk & Wardwell LLP, New York, New York.

EXPERTS

The consolidated financial statements, and the related financial statement schedule, incorporated in this prospectus supplement by reference from the NiSource Inc. Annual Report on Form 10-K, and the effectiveness of NiSource Inc. and subsidiaries' internal control over financial reporting have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports, which are incorporated herein by reference. Such consolidated financial statements and financial statement schedule have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

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PROSPECTUS



NiSource Inc.

Common Stock
Preferred Stock
Depository Shares
Debt Securities
Warrants
Stock Purchase Contracts
Stock Purchase Units

NiSource Inc. may offer, from time to time, in amounts, at prices and on terms that it will determine at the time of offering, any or all of the following:

- shares of common stock;
- shares of preferred stock, in one or more series;
- depository shares representing interests in shares of preferred stock;
- one or more series of its debt securities;
- warrants to purchase common stock, preferred stock or debt securities; and
- stock purchase contracts to purchase common stock, either separately or in units with the debt securities described below or U.S. Treasury securities.

We will provide specific terms of these securities, including their offering prices, in prospectus supplements to this prospectus. The prospectus supplements may also add, update or change information contained in this prospectus. You should read this prospectus and any prospectus supplement carefully before you invest.

We may offer these securities to or through underwriters, through dealers or agents, directly to you or through a combination of these methods. You can find additional information about our plan of distribution for the securities under the heading “Plan of Distribution” beginning on page 30 of this prospectus. We will also describe the plan of distribution for any particular offering of these securities in the applicable prospectus supplement. This prospectus may not be used to sell our securities unless it is accompanied by a prospectus supplement.

Our common stock is listed on the New York Stock Exchange under the symbol “NI.”

Investing in our securities involves risks. You should carefully consider the risk factors described under the heading “[Risk Factors](#)” on page 2 of this prospectus, in the documents that are incorporated by reference into this prospectus and, if applicable, in risk factors described in any accompanying prospectus supplement before you invest in our securities.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this Prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is November 1, 2019.

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ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we have filed with the Securities and Exchange Commission (“SEC”), utilizing a “shelf” registration or continuous offering process. Under this process, we may from time to time sell any combination of the securities described in this prospectus in one or more offerings.

This prospectus provides you with a general description of the common stock, preferred stock, depositary shares, debt securities, warrants, stock purchase contracts and stock purchase units we may offer. Each time we offer securities, we will provide a prospectus supplement that will contain specific information about the terms of that offering. That prospectus supplement may include a description of any risk factors or other special considerations applicable to those securities. The prospectus supplement may also add, update or change information contained in this prospectus. If there is any inconsistency between the information in the prospectus and the prospectus supplement, you should rely on the information in the prospectus supplement. You should read both this prospectus and the applicable prospectus supplement together with the additional information described under the heading “Where You Can Find More Information.”

The registration statement containing this prospectus, including the exhibits to the registration statement, provides additional information about us and the securities offered under this prospectus. Specifically, we have filed and incorporated by reference certain legal documents that control the terms of the securities offered by this prospectus as exhibits to the registration statement. We will file or incorporate by reference certain other legal documents that will control the terms of the securities we may offer by this prospectus as exhibits to the registration statement or to reports we file with the SEC that are incorporated by reference into this prospectus.

In addition, we may prepare and deliver one or more “free writing prospectuses” to you in connection with any offering of securities under this prospectus. Any such free writing prospectus may contain additional information about us, our business, the offered securities, the manner in which such securities are being offered, our intended use of the proceeds from the sale of such securities, risks relating to our business or an investment in such securities or other information.

This prospectus and certain of the documents incorporated by reference into this prospectus contain, and any accompanying prospectus supplement or free writing prospectus that we deliver to you may contain, summaries of information contained in documents that we have filed or will file as exhibits to our SEC filings. Such summaries do not purport to be complete and are subject to, and qualified in their entirety by reference to, the actual documents filed with the SEC.

Copies of the registration statement of which this prospectus is a part and of the documents incorporated by reference into this prospectus may be obtained as described below under the heading “Where You Can Find More Information.”

You should rely only on the information incorporated by reference or provided in this prospectus, the accompanying prospectus supplement and any free writing prospectus that we deliver to you. We have not authorized anyone to provide you with different information. We are not making an offer to sell or soliciting an offer to buy these securities in any jurisdiction in which the offer or solicitation is not authorized or in which the person making the offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make the offer or solicitation. You should not assume that the information in this prospectus or the accompanying prospectus supplement is accurate as of any date other than the date on the front of the document.

References to “NiSource” refer to NiSource Inc. Unless the context requires otherwise, references to “we,” “us” or “our” refer collectively to NiSource and its subsidiaries. References to “securities” refer collectively to the common stock, preferred stock, depositary shares, debt securities, warrants, stock purchase contracts and stock purchase units registered hereunder.

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RISK FACTORS

Investing in the securities involves risk. You should read carefully the “Risk Factors” and “Note regarding forward-looking statements” sections in NiSource’s most recent Annual Report on Form 10-K and in NiSource’s subsequent Quarterly Reports on Form 10-Q, which are incorporated by reference in this prospectus. Before making an investment decision, you should carefully consider these risks as well as other information contained or incorporated by reference in this prospectus, and corresponding sections in reports NiSource may file with the SEC after the date of this prospectus. The prospectus supplement applicable to each type or series of securities we offer may contain a discussion of additional risks applicable to an investment in us and the particular type of securities we are offering under that prospectus supplement.

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FORWARD-LOOKING STATEMENTS

Some of the information included in this prospectus, in any prospectus supplement and in the documents incorporated by reference are “forward-looking statements” within the meaning of the securities laws. Investors and prospective investors should understand that many factors govern whether any forward-looking statement contained herein will be or can be realized. Any one of those factors could cause actual results to differ materially from those projected. These forward-looking statements include, but are not limited to, statements concerning NiSource’s plans, strategies, objectives, expected performance, expenditures, recovery of expenditures through rates, stated on either a consolidated or segment basis, and any and all underlying assumptions and other statements that are other than statements of historical fact. From time to time, NiSource may publish or otherwise make available forward-looking statements of this nature. All such subsequent forward-looking statements, whether written or oral and whether made by or on behalf of NiSource, are also expressly qualified by these cautionary statements. All forward-looking statements are based on assumptions that management believes to be reasonable; however, there can be no assurance that actual results will not differ materially.

Factors that could cause actual results to differ materially from the forward-looking statements include, among other things, NiSource’s debt obligations; any changes to the credit rating of NiSource or certain of its subsidiaries; NiSource’s ability to execute its growth strategy; changes in general economic, capital and commodity market conditions; pension funding obligations; economic regulation and the impact of regulatory rate reviews; NiSource’s ability to obtain expected financial or regulatory outcomes; NiSource’s ability to adapt to, and manage costs related to, advances in technology; any changes in NiSource’s assumptions regarding the financial implications of the Greater Lawrence, Massachusetts gas distribution incident (the “Greater Lawrence Incident”); potential incidents and other operating risks associated with NiSource’s business; NiSource’s ability to obtain sufficient insurance coverage; the outcome of legal and regulatory proceedings, investigations, incidents, claims and litigation; any damage to NiSource’s reputation, including in connection with the Greater Lawrence Incident; compliance with environmental laws and the costs of associated liabilities; fluctuations in demand from residential and commercial customers; economic conditions of certain industries; the success of NIPSCO’s electric generation strategy; the price of energy commodities and related transportation costs; the reliability of customers and suppliers to fulfill their payment and contractual obligations; potential impairments of goodwill or definite-lived intangible assets; changes in taxation and accounting principles; the impact of an aging infrastructure; the impact of climate change; potential cyber-attacks; construction risks and natural gas costs and supply risks; extreme weather conditions; the attraction and retention of a qualified workforce; the ability of NiSource’s subsidiaries to generate cash; uncertainties related to the expected benefits of the separation of Columbia Pipeline Group, Inc. on July 1, 2015; NiSource’s ability to manage new initiatives and organizational changes; the performance of third-party suppliers and service providers; the transition to a replacement for the LIBOR benchmark interest rate; and other matters set forth in the “Risk Factors” section of NiSource’s most recent Annual Report on Form 10-K and NiSource’s subsequent Quarterly Reports on Form 10-Q, many of which risks are beyond the control of NiSource. In addition, the relative contributions to profitability by each business segment, and the assumptions underlying the forward-looking statements relating thereto, may change over time.

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

Accordingly, you should not rely on the accuracy of predictions contained in forward-looking statements. These statements speak only as of the date of this prospectus, the date of the accompanying prospectus supplement or, in the case of documents incorporated by reference, the date of those documents.

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WHERE YOU CAN FIND MORE INFORMATION

NiSource files annual, quarterly and current reports, proxy statements and other information with the SEC. Our SEC filings are available to you at the SEC's website at <http://www.sec.gov> and at our website at www.nisource.com. The information contained in, or that can be accessed through, our website is not a part of this prospectus or any accompanying prospectus supplement.

The SEC allows us to “incorporate by reference” information into this prospectus. This means that we can disclose important information to you by referring you to another document that NiSource has filed separately with the SEC. The information incorporated by reference is considered to be part of this prospectus. Information that NiSource files with the SEC after the date of this prospectus will automatically modify and supersede the information included or incorporated by reference in this prospectus to the extent that the subsequently filed information modifies or supersedes the existing information. We incorporate by reference the following documents filed with the SEC:

- our Annual Report on [Form 10-K](#) for the fiscal year ended December 31, 2018;
- our Quarterly Reports on Form 10-Q for the quarters ended [March 31, 2019](#), [June 30, 2019](#) and [September 30, 2019](#);
- our Current Reports on Form 8-K filed on [February 20, 2019](#) (reporting Items 1.01, 2.03 and 9.01), [March 8, 2019](#), [April 17, 2019](#), [May 8, 2019](#), [June 6, 2019](#) (as amended on [October 24, 2019](#)), [July 29, 2019](#) and [August 12, 2019](#);
- the description of our common stock contained in our [definitive joint proxy statement/prospectus](#) dated April 24, 2000;
- the description of (i) the depositary shares, each representing 1/1000th ownership interest in a share of our 6.50% Series B Fixed-Rate Reset Cumulative Redeemable Perpetual Preferred Stock (“Series B Preferred Stock”) and a 1/1000th ownership interest in a share of our Series B-1 Preferred Stock (“Series B-1 Preferred Stock”), and (ii) the underlying Series B Preferred Stock and Series B-1 Preferred Stock contained or referred to in the registration statement on [Form 8-A](#) filed under the Securities Exchange Act of 1934, as amended, including any amendments or reports filed for the purpose of updating any such description; and
- any future filings we make with the SEC under Section 13(a), 13(c), 14, or 15(d) of the Securities Exchange Act of 1934, as amended, after the date of this prospectus and before we sell all of the securities offered by this prospectus.

You may request a copy of any of these filings at no cost by writing to or calling us at the following address and telephone number: Corporate Secretary, NiSource Inc., 801 East 86th Avenue, Merrillville, Indiana 46410, telephone: (877) 647-5990.

We have filed this prospectus with the SEC as part of a registration statement on Form S-3 under the Securities Act of 1933. This prospectus does not contain all of the information included in the registration statement. Any statement made in this prospectus concerning the contents of any contract, agreement or other document is only a summary of the actual document. If we have filed any contract, agreement or other document as an exhibit to the registration statement, you should read the exhibit for a more complete understanding of the document or matter involved. Each statement regarding a contract, agreement or other document is qualified in its entirety by reference to the actual document.

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NISOURCE INC.

Overview. NiSource is an energy holding company whose subsidiaries are fully regulated natural gas and electric utility companies serving approximately 4.0 million customers in seven states. We are one of the nation's largest natural gas distribution companies, as measured by number of customers. Our principal subsidiaries include NiSource Gas Distribution Group, Inc., a natural gas distribution company, and Northern Indiana Public Service Company LLC, or NIPSCO, a gas and electric company. NiSource derives substantially all of its revenues and earnings from the operating results of these rate-regulated businesses. Our primary business segments are:

- Gas Distribution Operations; and
- Electric Operations.

Business Strategy. We focus our business strategy on our core, rate-regulated asset-based businesses with most of our operating income generated from the rate-regulated businesses. NiSource's utilities continue to move forward on core infrastructure and environmental investment programs supported by complementary regulatory and customer initiatives across all seven states in which we operate. Our goal is to develop strategies that benefit all stakeholders as we address changing customer conservation patterns, develop more contemporary pricing structures and embark on long-term investment programs. These strategies are intended to improve reliability and safety, enhance customer services and reduce emissions while generating sustainable returns.

Gas Distribution Operations. Our natural gas distribution operations serve approximately 3.5 million customers in seven states and operate approximately 60,000 miles of pipeline. Through our wholly-owned subsidiary NiSource Gas Distribution Group, Inc., we own six distribution subsidiaries that provide natural gas to approximately 2.6 million residential, commercial and industrial customers in Ohio, Pennsylvania, Virginia, Kentucky, Maryland and Massachusetts. We also distribute natural gas to approximately 832,000 customers in northern Indiana through our wholly-owned subsidiary NIPSCO.

Electric Operations. We generate, transmit and distribute electricity through our subsidiary NIPSCO to approximately 472,000 customers in 20 counties in the northern part of Indiana and engage in wholesale and transmission transactions. NIPSCO owns and operates two coal-fired electric generating stations. The two operating facilities have a generating capacity of 2,080 megawatts. NIPSCO completed the retirement of two coal-burning units at its Bailly Generating Station on May 31, 2018. NIPSCO also owns and operates Sugar Creek, a combined cycle gas turbine plant with a generating capacity of 571 megawatts, three gas-fired generating units located at NIPSCO's coal-fired electric generating stations with a generating capacity of 186 megawatts and two hydroelectric generating plants with a generating capacity of 16 megawatts. These facilities provide for a total system operating generating capacity of 2,853 megawatts. NIPSCO's transmission system, with voltages from 69,000 to 765,000 volts, consists of 2,963 circuit miles. NIPSCO is interconnected with five neighboring electric utilities. During the year ended December 31, 2018, NIPSCO generated 69.4% and purchased 30.6% of its electric requirements.

Our executive offices are located at 801 East 86th Avenue, Merrillville, Indiana 46410, telephone: (877) 647-5990.

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USE OF PROCEEDS

Unless otherwise described in the applicable prospectus supplement, we will use the net proceeds from the sale of securities offered by this prospectus and any applicable prospectus supplement for general corporate purposes, including additions to working capital and repayment of existing indebtedness.

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DESCRIPTION OF CAPITAL STOCK

General

The authorized capital stock of NiSource consists of 620,000,000 shares, of which 600,000,000 are common stock, par value \$0.01, and 20,000,000 are preferred stock, par value \$0.01. The board of directors has designated (i) 400,000 shares of the preferred stock as 5.650% Series A Fixed-Rate Reset Cumulative Redeemable Perpetual Preferred Stock (“Series A Preferred Stock”), liquidation preference \$1,000 per share, (ii) 20,000 shares of the preferred stock as 6.50% Series B Fixed-Rate Reset Cumulative Redeemable Perpetual Stock (“Series B Preferred Stock”), liquidation preference \$25,000 per share and (iii) 20,000 shares of the preferred stock as Series B-1 Preferred Stock (“Series B-1 Preferred Stock”). As of October 28, 2019, NiSource had outstanding 373,543,732 shares of its common stock, 400,000 shares of Series A Preferred Stock, 20,000 shares of Series B Preferred Stock and 20,000 shares of Series B-1 Preferred Stock. The shares of Series B Preferred Stock and Series B-1 Preferred Stock are represented by 20,000,000 depositary shares, each representing 1/1000th ownership interest in a share of each of the Series B Preferred Stock and the Series B-1 Preferred Stock. Additional details concerning these depositary shares are provided below under “Description of Depositary Shares.”

NiSource’s Amended and Restated Certificate of Incorporation, as amended through May 7, 2019 (“certificate of incorporation”) also designates 4,000,000 shares of NiSource’s preferred stock as Series A Junior Participating Preferred Stock (“Series A Junior Stock”). The shares of Series A Junior Stock were reserved for issuance upon the exercise of rights under NiSource’s former Shareholder Rights Plan, which formally expired in 2010, and no shares of Series A Junior Stock were ever issued.

The below summaries of provisions of NiSource’s common stock and preferred stock are not necessarily complete. You are urged to read carefully, and the below summaries are qualified in their entirety by, the certificate of incorporation and bylaws of NiSource which are filed as exhibits to the registration statement of which this prospectus is a part and the certificates of designations for each series of NiSource’s preferred stock which have been or hereafter are filed with the SEC.

Anti-Takeover Provisions

NiSource’s certificate of incorporation includes provisions that may have the effect of deterring hostile takeovers or delaying or preventing changes in control of management of NiSource. More specifically, the certificate of incorporation provides that stockholders may not cumulate their votes and stockholder action may be taken only at a duly called meeting and not by written consent. In addition, NiSource’s Amended and Restated By-Laws (“bylaws”) contain requirements for advance notice of stockholder proposals and director nominations. These and other provisions of the certificate of incorporation and bylaws and Delaware law could discourage potential acquisition proposals and could delay or prevent a change in control of management of NiSource.

Under Delaware law, the approval of the holders of a majority of the outstanding shares of a class of NiSource’s capital stock would be necessary to authorize any amendment to the certificate of incorporation that would increase or decrease the aggregate number of authorized shares of such class of capital stock or that would adversely alter or change the powers, preferences or special right of such class of capital stock. Further, pursuant to the certificates of designations for the Series A Preferred Stock, Series B Preferred Stock and Series B-1 Preferred Stock, the holders of two-thirds of any series of such preferred stock must approve certain amendments to the certificate of incorporation that would have a material adverse effect on the existing preferences, rights, powers, duties or obligations of such series of preferred stock. The effect of these provision may permit the holders of NiSource’s outstanding shares of capital stock to block a proposed amendment to the certificate of incorporation in connection with a potential acquisition of NiSource if such amendment would adversely affect the powers, preferences or special rights of such capital stock.

NiSource is subject to the provisions of Section 203 of the Delaware General Corporation Law (“DGCL”) regulating corporate takeovers. Section 203 prevents certain Delaware corporations, including those whose

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securities are listed on a national securities exchange, such as the New York Stock Exchange, from engaging, under certain circumstances, in a “business combination” (as defined therein), which includes, among other things, a merger or sale of more than 10% of the corporation’s assets, with any interested stockholder for three years following the date that the stockholder became an interested stockholder. An interested stockholder is a stockholder who acquired 15% or more of the corporation’s outstanding voting stock or an affiliate or associate of such person.

Common Stock

NiSource’s common stock is listed on the New York Stock Exchange under the symbol “NI.” Shares of NiSource’s common stock, offered and sold pursuant to the registration statement of which this prospectus forms a part, will be fully paid and non-assessable.

Liquidation Rights

In the event of any liquidation, dissolution or winding up of NiSource, whether voluntary or involuntary, after payment or provision for payment of the debts and other liabilities of NiSource and the distribution in full of all preferential amounts (including any accumulated and unpaid dividends) to which the holders of the Series A Preferred Stock, Series B Preferred Stock, Series B-1 Preferred Stock and any other series of preferred stock of NiSource hereafter created are entitled, the holders of common stock will share ratably in the remaining assets in proportion to the number of shares of common stock held by them respectively. A consolidation or merger of NiSource with or into any other corporation, or any purchase or redemption of shares of any class of NiSource’s capital stock, will not be deemed to be a liquidation, dissolution or winding up of NiSource’s affairs.

Voting Rights

Except as otherwise required by Delaware law or as otherwise provided in the certificate of designations for the Series A Preferred Stock, Series B Preferred Stock, Series B-1 Preferred Stock or any other series of preferred stock of NiSource hereafter created, holders of NiSource’s common stock exclusively possess voting power for the election of NiSource’s directors and all other matters requiring stockholder action. Each holder of common stock, if entitled to vote on a matter, is entitled to one vote per share. Holders of common stock are not entitled to cumulative voting rights. Holders of common stock will be notified of any stockholders’ meeting according to applicable law.

For the voting rights of the Series A Preferred Stock, Series B Preferred Stock and Series B-1 Preferred Stock, including the rights of holders of Series B-1 Preferred Stock to elect two additional directors to NiSource’s board of directors upon a Nonpayment Event (as defined below), see “—Series A Preferred Stock— Voting Rights,” “—Series B Preferred Stock—Voting Rights” and “—Series B-1 Preferred Stock—Voting Rights.”

Dividend Rights

Holders of common stock will be entitled to receive dividends, when, as and if declared by NiSource’s board of directors out of legally available funds for such purpose in accordance with Delaware law, subject to the powers, preferences and rights afforded to the holders of the Series A Preferred Stock, Series B Preferred Stock and any other series of preferred stock of NiSource hereafter created. Dividends may be paid in cash, capital stock or other property of NiSource.

NiSource is prohibited by the terms of each of its Series A Preferred Stock and its Series B Preferred Stock from declaring or paying dividends on any shares of NiSource’s common stock (other than dividends payable solely in shares of its common stock) or redeeming, repurchasing or acquiring shares of its common stock unless full cumulative dividends have been paid with respect to the Series A Preferred Stock and the Series B Preferred Stock, respectively, through the most recently completed respective dividend periods. See “—Series A Preferred Stock—Dividends” and “—Series B Preferred Stock—Dividends.”

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As noted above, NiSource is an energy holding company that derives substantially all of its revenues and earnings from the operating results of the rate-regulated businesses of its subsidiaries. Accordingly, NiSource's ability to pay dividends on its capital stock is dependent primarily upon the earnings and cash flows of its subsidiaries and the distribution or other payment of such earnings to NiSource. NiSource's subsidiaries are separate and distinct legal entities and have no obligation, contingent or otherwise, to pay any amounts on the capital stock of NiSource or to make any funds available therefor, whether by dividends, loans or other payments.

No Preemptive Rights

Holders of NiSource's common stock are not entitled to, as holders of common stock, any preemptive rights with respect to any shares of NiSource's capital stock or any of its securities convertible into or exercisable for its capital stock.

Preferred Stock

GENERAL

The board of directors can, without approval of stockholders, issue one or more series of preferred stock. The board can also determine the number of shares of each series and the rights, preferences and limitations of each series, including any dividend rights, voting rights, conversion rights, redemption rights and liquidation preferences, the number of shares constituting each series and the terms and conditions of issue. In some cases, the issuance of preferred stock could delay a change in control of NiSource and make it harder to remove incumbent management. Under certain circumstances, preferred stock could also restrict dividend payments to holders of common stock. All preferred stock will be fully paid and non-assessable.

The terms of the preferred stock that NiSource may offer will be established by or pursuant to a resolution of the board of directors of NiSource and will be issued under certificates of designations or through amendments to the certificate of incorporation. If NiSource uses this prospectus to offer preferred stock, an accompanying prospectus supplement will describe the specific terms of the preferred stock. NiSource will also indicate in the prospectus supplement whether the general terms and provisions described in this prospectus apply to the preferred stock that NiSource may offer. If there are differences between the prospectus supplement relating to a particular series and this prospectus, the prospectus supplement will control.

The following terms of the preferred stock, as applicable, will be set forth in a prospectus supplement relating to the preferred stock:

- the title and stated value;
- the number of shares NiSource is offering;
- the liquidation preference per share;
- the purchase price;
- the dividend rate, period and payment date, and method of calculation of dividends;
- whether dividends will be cumulative or non-cumulative and, if cumulative, the date from which dividends will accumulate;
- the procedures for any auction and remarketing, if any;
- the provisions for a sinking fund, if any;
- the provisions for redemption or repurchase, if applicable, and any restrictions on NiSource's ability to exercise those redemption and repurchase rights;
- any listing of the preferred stock on any securities exchange or market;

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- voting rights, if any;
- preemptive rights, if any;
- restrictions on transfer, sale or other assignment, if any;
- whether interests in the preferred stock will be represented by depositary shares;
- a discussion of any material or special United States federal income tax considerations applicable to the preferred stock;
- the relative ranking and preferences of the preferred stock as to dividend or liquidation rights;
- any limitations on issuance of any class or series of preferred stock ranking senior to or on a parity with the series of preferred stock as to dividend or liquidation rights; and
- any other material specific terms, preferences, rights or limitations of, or restrictions on, the preferred stock.

The terms, if any, on which the preferred stock may be exchanged for or converted into shares of common stock or any other security and, if applicable, the conversion or exchange price, or how it will be calculated, and the conversion or exchange period will be set forth in the applicable prospectus supplement.

The preferred stock or any series of preferred stock may be represented, in whole or in part, by one or more global certificates, which will have an aggregate liquidation preference equal to that of the preferred stock represented by the global certificate.

Each global certificate will:

- be registered in the name of a depositary or a nominee of the depositary identified in the prospectus supplement;
- be deposited with such depositary or nominee or a custodian for the depositary; and
- bear a legend regarding the restrictions on exchanges and registration of transfer and any other matters as may be provided for under the certificate of designations.

The designation, powers, preferences, rights, qualifications, limitations and restrictions of each series of NiSource's preferred stock discussed below are set forth in a certificate of designations for such series (collectively, the "Certificate of Designations"), each forming part of the certificate of incorporation. The following summaries of the powers, preferences and rights of each series of preferred stock discussed below and certain material provisions of the applicable Certificate of Designations but does not contain a complete description of them and is qualified in its entirety by the provisions of the applicable Certificate of Designations. You may obtain a copy of the form of each Certificate of Designations as described under "Where You Can Find More Information."

SERIES A PREFERRED STOCK

A summary of certain powers, preferences, rights, qualifications, limitations and restrictions of the Series A Preferred Stock are set forth below.

Ranking

The Series A Preferred Stock ranks, with respect to dividends and distributions upon the liquidation, winding up and dissolution, whether voluntary or involuntary, of NiSource's affairs (a "Liquidation"): (i) senior to NiSource's common stock and any other class or series of capital stock that does not expressly provide that it ranks on a parity with or senior to the Series A Preferred Stock with respect to dividends and such distributions

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(“Series A Junior Securities”); (ii) on a parity with the Series B Preferred Stock, the Series B-1 Preferred Stock (except with respect to dividends) and any other class or series of capital stock that does not expressly provide that it ranks junior or senior to the Series A Preferred Stock with respect to dividends and such distributions (“Series A Parity Securities”); and (iii) junior to any class or series of capital stock that expressly provides that it ranks senior to the Series A Preferred Stock with respect to dividends and such distributions (“Series A Senior Securities”).

Liquidation Rights

In the event of any Liquidation, the holders of the Series A Preferred Stock are entitled to receive out of NiSource’s assets available for distribution to stockholders (subject to the rights of holders of Series A Senior Securities and Series A Parity Securities in respect of distributions upon Liquidation), before any distribution of assets is made to holders of Series A Junior Securities, a liquidation preference of \$1,000 per share. Any accumulated and unpaid dividends on the Series A Preferred Stock and Series A Parity Securities will be paid prior to any distributions in Liquidation. A consolidation or merger of NiSource with or into any other entity will not be deemed to be a Liquidation.

Voting Rights

The Series A Preferred Stock has no voting, consent or approval rights except as set forth below or as otherwise provided by Delaware law. On any matter described below in which the holders of the Series A Preferred Stock are entitled to vote as a class (whether separately or together with the holders of any Series A Parity Securities), such holders will be entitled to one vote per share.

Adverse Changes. Unless NiSource has received the affirmative vote or consent of the holders of at least two-thirds of the outstanding shares of Series A Preferred Stock, voting as a single class, no amendment to the certificate of incorporation may be adopted that would have a material adverse effect on the existing preferences, rights, powers, duties or obligations of the Series A Preferred Stock. However, such voting requirement shall not be implicated by any amendment to the certificate of incorporation (i) relating to the issuance of additional shares of preferred stock (subject to the voting rights discussed in the following paragraph) and (ii) in connection with a merger or another transaction in which the Series A Preferred Stock remains outstanding or is exchanged for a series of preferred stock of the surviving entity, in either case, with the terms thereof materially unchanged in any respect adverse to the holders of Series A Preferred Stock.

Parity and Senior Preferred Stock. Unless NiSource has received the affirmative vote or consent of the holders of at least two-thirds of the outstanding shares of Series A Preferred Stock, voting as a class together with holders of the Series B Preferred Stock and any other Series A Parity Securities and upon which like voting rights have been conferred and are exercisable, NiSource may not: (i) create or issue any Series A Parity Securities (including any additional shares of Series A Preferred Stock or Series B Preferred Stock, but excluding any payments-in-kind on such shares) if the cumulative dividends payable on the outstanding shares of Series A Preferred Stock (or Series A Parity Securities, if applicable) are in arrears; or (ii) create or issue any Series A Senior Securities.

Dividends

Holders of shares of Series A Preferred Stock will be entitled to receive, when, as and if declared by NiSource’s board of directors out of legally available funds for such purpose, cumulative semi-annual cash dividends (subject to the dividend rights of any Series A Senior Securities or Series A Parity Securities) at an initial rate of 5.650% per annum of the \$1,000 liquidation preference per share (equal to \$56.50 per share per annum). On and after June 15, 2023, dividends will accumulate for each five-year period thereafter according to a formula based on the rate of certain U.S. Treasury securities with a five year maturity plus the applicable margin.

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NiSource is prohibited by the terms of the Series A Preferred Stock from declaring or paying dividends on any Series A Junior Securities (other than a dividend payable solely in such Series A Junior Securities) or redeeming, repurchasing or acquiring shares of any Series A Junior Securities unless full cumulative dividends have been paid on all outstanding shares of Series A Preferred Stock and any Series A Parity Securities entitled to dividends through the most recently completed respective dividend periods. In addition, NiSource may not repurchase, redeem or otherwise acquire any shares of Series A Preferred Stock or Series A Parity Securities unless (i) effected pursuant to a purchase or exchange offer made on the same relative terms to all holders of such shares of preferred stock or (ii) (A) full cumulative dividends have been paid or provided for on all outstanding shares of such series of preferred stock entitled to dividends through the most recently completed respective dividend periods and (B) NiSource expects to have sufficient funds to pay in full the next dividend on all such outstanding shares of preferred stock.

Redemption

NiSource may redeem the Series A Preferred Stock, at its option, in whole or in part, on June 15, 2023 or on any fifth anniversary thereafter by paying \$1,000 per share plus an amount equal to all accumulated and unpaid dividends thereon to, but not including, the redemption date, whether or not declared. In addition, following the occurrence of a “Ratings Event” (as defined in the certificate of designations of the Series A Preferred Stock), NiSource may, at its option, redeem the Series A Preferred Stock in whole, but not in part, at a redemption price equal to \$1,020 (102% of the liquidation preference) per share plus an amount equal to all accumulated and unpaid dividends thereon to the redemption date, whether or not declared.

No Conversion or Preemptive Rights

The Series A Preferred Stock is not convertible into any other class of NiSource’s capital stock and the holders of the Series A Preferred Stock do not, as holders of Series A Preferred Stock, have any preemptive rights with respect to any shares of NiSource’s capital stock or any of its securities convertible into or exercisable for its capital stock.

SERIES B PREFERRED STOCK

A summary of certain powers, preferences, rights, qualifications, limitations and restrictions of the Series B Preferred Stock are set forth below.

Ranking

The Series B Preferred Stock ranks, with respect to dividends and distributions upon Liquidation: (i) senior to NiSource’s common stock and any other class or series of capital stock that does not expressly provide that it ranks on a parity with or senior to the Series B Preferred Stock with respect to dividends and such distributions (the “Series B Junior Securities”); (ii) on a parity with the Series A Preferred Stock, the Series B-1 Preferred Stock (except with respect to dividends) and any other class or series of capital stock that does not expressly provide that it ranks junior or senior to the Series B Preferred Stock with respect to dividends and such distributions (the “Series B Parity Securities”); and (iii) junior to any class or series of capital stock that expressly provides that it ranks senior to the Series B Preferred Stock with respect to dividends and such distributions (the “Series B Senior Securities”).

Liquidation Rights

In the event of any Liquidation, the holders of the Series B Preferred Stock are entitled to receive out of NiSource’s assets available for distribution to stockholders (subject to the rights of holders of Series B Senior Securities and Series B Parity Securities in respect of distributions upon the Liquidation) before any distribution of assets is made to holders of Series B Junior Securities, a liquidation preference of \$25,000 per share. Any

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accumulated and unpaid dividends on the Series B Preferred Stock and Series B Parity Securities will be paid prior to any distributions in Liquidation. A consolidation or merger of NiSource with or into any other entity will not be deemed to be a Liquidation.

Voting Rights

The Series B Preferred Stock has no voting, consent or approval rights except as set forth below or as otherwise provided by Delaware law. On any matter described below in which the holders of the Series B Preferred Stock are entitled to vote as a class (whether separately or together with the holders of any Series B Parity Securities), such holders will be entitled to twenty-five votes per share. The Series B Preferred Stock is paired with the Series B-1 Preferred Stock and the holders of the Series B-1 Preferred Stock are entitled to the voting rights described in “—Series B-1 Preferred Stock—Voting Rights.”

Adverse Changes. Unless NiSource has received the affirmative vote or consent of the holders of at least two-thirds of the outstanding shares of Series B Preferred Stock, voting as a single class, no amendment to the certificate of incorporation may be adopted that would have a material adverse effect on the existing preferences, rights, powers, duties or obligations of the Series B Preferred Stock. However, such voting requirement shall not be implicated by any amendment to the certificate of incorporation (i) relating to the issuance of additional shares of preferred stock (subject to the voting rights discussed in the following paragraph) and (ii) in connection with a merger or another transaction in which either the Series B Preferred Stock remains outstanding or is exchanged for a series of preferred stock of the surviving entity, in either case, with the terms thereof materially unchanged in any respect adverse to the holders of Series B Preferred Stock.

Parity and Senior Preferred Stock. Unless NiSource has received the affirmative vote or consent of the holders of at least two-thirds of the outstanding shares of Series B Preferred Stock, voting as a class together with holders of the Series A Preferred Stock and any other Series B Parity Securities and upon which like voting rights have been conferred and are exercisable, NiSource may not: (i) create or issue any Series B Parity Securities (including any additional shares of Series A Preferred Stock or Series B Preferred Stock, but excluding any payments-in-kind on such shares) if the cumulative dividends payable on the outstanding shares of Series B Preferred Stock (or Series B Parity Securities, if applicable) are in arrears; or (ii) create or issue any Series B Senior Securities.

Dividends

Holders of Series B Preferred Stock will be entitled to receive, when, as and if declared by NiSource’s board of directors out of legally available funds for such purpose, cumulative quarterly cash dividends (subject to the dividend rights of any Series B Parity Securities or Series B Senior Securities) at an initial rate of 6.50% per annum of the \$25,000 liquidation preference per share (equal to \$1,625 per share per annum). On and after March 15, 2024, dividends will accumulate for each five-year period thereafter according to a formula based on the rate of certain U.S. Treasury securities with a five year maturity plus the applicable margin.

NiSource is prohibited by the terms of the Series B Preferred Stock from declaring or paying dividends on any Series B Junior Securities (other than a dividend payable solely in such Series B Junior Securities) or redeeming, repurchasing or acquiring shares of any Series B Junior Securities unless full cumulative dividends have been paid on all outstanding shares of Series B Preferred Stock and any Series B Parity Securities entitled to dividends through the most recently completed respective dividend periods. In addition, NiSource may not repurchase, redeem or otherwise acquire any shares of Series A Preferred Stock or Series A Parity Securities, unless (i) effected pursuant to a purchase or exchange offer made on the same relative terms to all holders of such shares of preferred stock or (ii) (A) full cumulative dividends have been paid or provided for on all outstanding shares of such preferred stock entitled to dividends through the most recently completed respective dividend periods and (B) NiSource expects to have sufficient funds to pay in full the next dividend on all such outstanding shares of preferred stock.

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Redemption

NiSource may redeem the Series B Preferred Stock, at its option, in whole or in part, on March 15, 2024 or on any fifth anniversary thereafter by paying \$25,000 per share plus an amount equal to all accumulated and unpaid dividends thereon to, but not including, the redemption date, whether or not declared. In addition, following the occurrence of a “Ratings Event” (as defined in the certificate of designations of the Series B Preferred Stock), NiSource may, at its option, redeem the Series B Preferred Stock in whole, but not in part, at a redemption price equal to \$25,500 per share (102% of the liquidation preference) plus an amount equal to all accumulated and unpaid dividends thereon to the redemption date, whether or not declared.

No Conversion or Preemptive Rights

The Series B Preferred Stock is not convertible into any other class of NiSource’s capital stock and the holders of the Series B Preferred Stock do not, as holders of Series B Preferred Stock, have any preemptive rights with respect to any shares of NiSource’s capital stock or any of its securities convertible into or exercisable for its capital stock.

SERIES B-1 PREFERRED STOCK

The Series B-1 Preferred Stock was issued as a distribution with respect to the Series B Preferred Stock in order to enhance the voting rights of the Series B Preferred Stock to comply with the New York Stock Exchange’s minimum voting rights policy. The Series B-1 Preferred Stock is paired with the Series B Preferred Stock and may not be transferred, redeemed or repurchased except in connection with the simultaneous transfer, redemption or repurchase of the underlying Series B Preferred Stock, and upon the transfer, redemption or repurchase of the underlying Series B Preferred Stock, the same number of shares of Series B-1 Preferred Stock must simultaneously be transferred (to the same transferee), redeemed or repurchased, as the case may be. A summary of certain powers, preferences, rights, qualifications, limitations and restrictions of the Series B-1 Preferred Stock are set forth below.

Ranking

The Series B-1 Preferred Stock ranks, with respect to distributions upon Liquidation: (i) senior to NiSource’s common stock and any other class or series of capital stock that does not expressly provide that it ranks on a parity with or senior to the Series B-1 Preferred Stock with respect to such distributions (the “Series B-1 Junior Securities”); (ii) on a parity with the Series A Preferred Stock, the Series B Preferred Stock and any other class or series of capital stock that does not expressly provide that it ranks junior or senior to the Series B-1 Preferred Stock with respect to such distributions (the “Series B-1 Parity Securities”); and (iii) junior to any class or series of capital stock that expressly provides that it ranks senior to the Series B-1 Preferred Stock with respect to such distributions (the “Series B-1 Senior Securities”).

Liquidation Rights

In the event of any Liquidation, the holders of the Series B-1 Preferred Stock are entitled to receive out of NiSource’s assets available for distribution to stockholders (subject to the rights of holders of Series B-1 Senior Securities and Series B-1 Parity Securities in respect of distributions upon Liquidation), before any distribution of assets is made to holders of Series B-1 Junior Securities, a liquidation preference of \$0.01 per share. Any accumulated and unpaid dividends on the Series B-1 Parity Securities will be paid prior to any distributions in Liquidation. A consolidation or merger of NiSource with or into any other entity will not be deemed to be a Liquidation.

Voting Rights

The Series B-1 Preferred Stock has no voting, consent or approval rights except as set forth below or as otherwise provided by Delaware law. On any matter described below in which the holders of the Series B-1

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Preferred Stock are entitled to vote as a class (whether separately or together with the holders of any Series B-1 Parity Securities), such holders will be entitled to twenty-five votes per share.

Adverse Changes. Unless NiSource has received the affirmative vote or consent of the holders of at least two-thirds of the outstanding shares of Series B-1 Preferred Stock, voting as a single class, no amendment to the certificate of incorporation may be adopted that would have a material adverse effect on the existing preferences, rights, powers, duties or obligations of the Series B-1 Preferred Stock. However, such voting requirement shall not be implicated by any amendment to the certificate of incorporation (i) relating to the issuance of additional shares of preferred stock and (ii) in connection with a merger or another transaction in which either the Series B-1 Preferred Stock remains outstanding or is exchanged for a series of preferred stock of the surviving entity, in either case, with the terms thereof materially unchanged in any respect adverse to the holders of Series B-1 Preferred Stock.

Election of Directors upon Nonpayment Events. If and whenever dividends on any shares of Series B Preferred Stock shall not have been declared and paid for at least six dividend periods, whether or not consecutive (a “Nonpayment Event”), the number of directors then constituting NiSource’s board of directors will automatically be increased by two and the holders of Series B-1 Preferred Stock, voting as a class together with the holders of any outstanding Series B-1 Parity Securities having like voting rights that are exercisable at that time (“Director Voting Preferred Stock”), shall be entitled to elect the two additional directors (the “Preferred Stock Directors”), provided that (i) such election does not violate the corporate governance requirements of the New York Stock Exchange that companies must have a majority of independent directors and (ii) such director is not prohibited or disqualified from serving as a director of NiSource by any applicable law. The Preferred Stock Directors shall each be entitled to one vote per director on any matter before NiSource’s board of directors for a vote.

When all accumulated and unpaid dividends on the Series B Preferred Stock have been paid in full, then (a) the right of the holders of Series B-1 Preferred Stock to elect the Preferred Stock Directors shall cease, (b) the terms of office of the Preferred Stock Directors will automatically terminate and (c) the number of directors constituting NiSource’s board of directors will automatically decrease by two. Any Preferred Stock Director may be removed at any time without cause by holders of a majority of the outstanding shares of the Series B-1 Preferred Stock and Director Voting Preferred Stock (voting together as a single class). So long as a Nonpayment Event continues, any vacancy in the office of a Preferred Stock Director (after the initial election of Preferred Stock Directors) may be filled by the written consent of the Preferred Stock Director remaining in office (if any), in lieu of a vote by the Series B-1 Preferred Stock and Voting Preferred Stock (voting together as a single class).

Dividends

Holders of Series B-1 Preferred Stock are not entitled to receive dividends.

Redemption

The shares of Series B-1 Preferred Stock are subject to mandatory redemption, in whole or in part, at a redemption price of \$0.01 per share upon the redemption of the underlying shares of Series B Preferred Stock with which such shares of Series B-1 Preferred Stock are paired. The shares of Series B-1 Preferred Stock are not otherwise subject to redemption.

No Conversion or Preemptive Rights

The Series B-1 Preferred Stock is not convertible into any other class of NiSource’s capital stock and the holders of the Series B-1 Preferred Stock do not, as holders of Series B-1 Preferred Stock, have any preemptive rights with respect to any shares of NiSource’s capital stock or any of its securities convertible into or exercisable for its capital stock.

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DESCRIPTION OF DEPOSITARY SHARES

NiSource may issue depositary shares representing fractional interests in shares of our preferred stock of any series. The following description sets forth certain general terms and provisions of the depositary shares to which any prospectus supplement may relate. The particular terms of the depositary shares to which any prospectus supplement may relate and the extent, if any, to which the general terms and provisions may apply to the depositary shares so offered will be described in the applicable prospectus supplement. To the extent that any particular terms of the depositary shares, deposit agreements and depositary receipts described in a prospectus supplement differ from any of the terms described below, then the terms described below will be deemed to have been superseded by that prospectus supplement. You should read the applicable deposit agreement and depositary receipts for additional information before you decide whether to purchase any of NiSource's depositary shares.

In connection with the issuance of any depositary shares, NiSource will enter into a deposit agreement with a bank or trust company, as depositary, which will be named in the applicable prospectus supplement. Depositary shares will be evidenced by depositary receipts issued pursuant to the related deposit agreement. Immediately following our issuance of the security related to the depositary shares, NiSource will deposit the shares of our preferred stock with the relevant depositary and will cause the depositary to issue, on our behalf, the related depositary receipts. Subject to the terms of the deposit agreement, each owner of a depositary receipt will be entitled, in proportion to the fractional interest in the share of preferred stock represented by the related depositary share, to all the rights, preferences and privileges of, and will be subject to all of the limitations and restrictions on, the preferred stock represented by the depositary receipt (including, if applicable, dividend, voting, conversion, exchange, redemption, sinking fund, subscription and liquidation rights). The applicable prospectus supplement will describe the terms of the depositary shares offered thereby.

Depositary Shares representing Series B Preferred Stock and Series B-1 Preferred Stock

NiSource has issued and outstanding 20,000,000 depositary shares (the "Depositary Shares"), each representing a 1/1,000th ownership interest in a share of its Series B Preferred Stock and a 1/1,000th ownership interest in a share of its Series B-1 Preferred Stock. The Depositary Shares are evidenced by depositary receipts issued pursuant to a deposit agreement (the "Deposit Agreement") among NiSource, Computershare Inc. and Computershare Trust Company, N.A., acting jointly as the depositary (the "depositary"), and the holders from time to time of the depositary receipts evidencing the Depositary Shares. This description of the Depositary Shares is qualified in its entirety by the provisions of the respective certificates of designations of the Series B Preferred Stock and Series B-1 Preferred Stock and the Deposit Agreement.

Dividends and Other Distributions

The depositary will distribute any cash dividends or other cash distributions received in respect of the deposited Series B Preferred Stock and Series B-1 Preferred Stock to the record holders of Depositary Shares relating to the underlying Series B Preferred Stock and Series B-1 Preferred Stock in proportion to the number of Depositary Shares held by the holders. The depositary will distribute any property received by it other than cash to the record holders of Depositary Shares entitled to those distributions, unless it determines, in consultation with NiSource, that the distribution cannot be made proportionally among those holders or that it is not feasible to make a distribution. In that event, the depositary may, with NiSource's approval, sell the property (at a public or private sale) and distribute the net proceeds from the sale to the holders of the Depositary Shares in proportion to the number of Depositary Shares they hold.

Redemption of Depositary Shares

If NiSource redeems the Series B Preferred Stock and Series B-1 Preferred Stock represented by the Depositary Shares, a proportionate number of Depositary Shares will be redeemed from the proceeds received by

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the depositary resulting from the redemption of the Series B Preferred Stock and Series B-1 Preferred Stock held by the depositary. The redemption price per depositary share will be equal to 1/1,000th of the redemption price per share payable with respect to each of the Series B Preferred Stock and Series B-1 Preferred Stock. Whenever NiSource redeems shares of Series B Preferred Stock and Series B-1 Preferred Stock held by the depositary, the depositary will redeem, as of the same redemption date, the number of Depositary Shares representing shares of Series B Preferred Stock and Series B-1 Preferred Stock so redeemed.

Voting the Preferred Stock

When the depositary receives notice of any meeting at which the holders of the Series B Preferred Stock and/or Series B-1 Preferred Stock are entitled to vote, the depositary will mail, or otherwise transmit by an authorized method, the information contained in the notice to the record holders of the Depositary Shares. Each record holder of the Depositary Shares on the record date, which will be the same date as the record date for the Series B Preferred Stock and/or Series B-1 Preferred Stock, may instruct the depositary to vote the amount of the Series B Preferred Stock and/or Series B-1 Preferred Stock entitled to vote represented by the holder's Depositary Shares. To the extent practicable, the depositary will vote the number of shares entitled to vote represented by such Depositary Shares in accordance with the instructions it receives. If the depositary does not receive specific instructions from the holders of any Depositary Shares representing the Series B Preferred Stock and/or Series B-1 Preferred Stock entitled to vote, it will abstain from voting the number of shares of Series B Preferred Stock and/or Series B-1 Preferred Stock represented thereby.

Amendment and Termination of the Depositary Agreement

The form of depositary receipt evidencing the Depositary Shares and any provision of the Depositary Agreement may be amended by agreement between the depositary and NiSource. However, any amendment that materially and adversely alters the rights of the holders of Depositary Shares will not be effective unless such amendment has been approved by the holders of at least a majority of the Depositary Shares then outstanding. The Depositary Agreement may be terminated by NiSource upon sixty days' prior written notice to the depositary or by the depositary upon mailing notice to NiSource and the holders of all Depositary Shares then outstanding if at any time sixty days have expired after the depositary provided written notice to NiSource of its resignation and a successor depositary has not been appointed. The Depositary Agreement shall automatically terminate after there has been a final distribution in respect of the Series B Preferred Stock and Series B-1 Preferred Stock in connection with NiSource's liquidation, dissolution or winding and such distribution has been distributed to the holders of Depositary Shares.

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DESCRIPTION OF THE DEBT SECURITIES

NiSource may issue debt securities, which will be designated as either senior debt securities or subordinated debt securities, in one or more series from time to time. Unless the context requires otherwise, references to “debt securities” refer collectively to both the senior debt securities and the subordinated debt securities. The senior debt securities will be issued under an indenture, dated as of November 14, 2000, as supplemented, between NiSource (as successor to NiSource Finance Corp.) and The Bank of New York Mellon (as successor in interest to JPMorgan Chase Bank, N.A., formerly known as The Chase Manhattan Bank), as trustee. We refer to this indenture as the “Senior Indenture.” The subordinated debt securities will be issued under a separate indenture to be entered into at a future date between NiSource and The Bank of New York Mellon, as trustee. We refer to this indenture as the “Subordinated Indenture” and, together with the Senior Indenture, as the “Indentures.” The Bank of New York Mellon, as trustee under the Indentures, will act as indenture trustee for the purposes of the Trust Indenture Act. We have filed the Indentures as exhibits to the registration statement of which this prospectus is a part.

This section briefly summarizes some of the terms of the debt securities and the Indentures. This section does not contain a complete description of the debt securities or the Indentures. The description of the debt securities is qualified in its entirety by the provisions of the Indentures. References to section numbers in this description of the debt securities, unless otherwise indicated, are references to section numbers of each Indenture.

General

The Indentures do not limit the amount of debt securities that may be issued. Each Indenture provides for the issuance of debt securities from time to time in one or more series. The terms of each series of debt securities may be established in a supplemental indenture or in resolutions of NiSource’s board of directors or a committee of the board.

The senior debt securities:

- are direct senior unsecured obligations of NiSource; and
- are equal in right of payment to any other unsecured and unsubordinated debt of NiSource.

The subordinated debt securities:

- are direct subordinated unsecured obligations of NiSource; and
- are subordinated to the prior payment in full of the senior debt securities of NiSource.

NiSource is a holding company with no independent business operations or source of income of its own. It conducts substantially all of its operations through its subsidiaries and, as a result, NiSource depends on the earnings and cash flow of, and dividends or distributions from, its subsidiaries to provide the funds necessary to meet its debt and contractual obligations. Substantially all of NiSource’s consolidated assets, earnings and cash flow is derived from the operation of its regulated utility subsidiaries, whose legal authority to pay dividends or make other distributions to NiSource is subject to regulatory restrictions. In addition, NIPSCO’s debt indenture provides that NIPSCO will not declare or pay any dividends on its common stock owned by NiSource except out of earned surplus or net profits.

NiSource’s holding company status also means that its right to participate in any distribution of the assets of any of its subsidiaries upon liquidation, reorganization or otherwise is subject to the prior claims of the creditors of each of the subsidiaries (except to the extent that the claims of NiSource itself as a creditor of a subsidiary may be recognized). Since this is true for NiSource, it is also true for the creditors of NiSource (including the holders of the debt securities).

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If NiSource uses this prospectus to offer debt securities, an accompanying prospectus supplement will describe the following terms of the debt securities being offered, to the extent applicable:

- the title and type of the debt securities;
- any limit on the aggregate principal amount;
- the date or dates on which NiSource will pay principal;
- the right, if any, to extend the date or dates on which NiSource will pay principal;
- the interest rates or the method of determining them and the date interest begins to accrue;
- the interest payment dates and the regular record dates for any interest payment dates;
- the right, if any, to extend the interest payment periods and the duration of any extension;
- the place or places where NiSource will pay principal and interest;
- the terms and conditions of any optional redemption, including the date after which, and the price or prices at which, NiSource may redeem securities;
- the terms and conditions of any optional purchase or repayment, including the date after which, and the price or prices at which, holders may require NiSource to purchase, or a third party may require holders to sell, securities;
- the terms and conditions of any mandatory or optional sinking fund redemption, including the date after which, and the price or prices at which, NiSource may redeem securities;
- whether bearer securities will be issued;
- the denominations in which NiSource will issue securities;
- the currency or currencies in which NiSource will pay principal and interest;
- any index or indices used to determine the amount of payments;
- the portion of principal payable on declaration of acceleration of maturity;
- any additional events of default or covenants of NiSource applicable to the debt securities;
- whether NiSource will pay additional amounts in respect of taxes and similar charges on debt securities held by a United States alien and whether NiSource may redeem those debt securities rather than pay additional amounts;
- whether NiSource will issue the debt securities in whole or in part in global form and, in such case, the depository for such global securities and the circumstances under which beneficial owners of interests in the global security may exchange such interest for securities;
- the date or dates after which holders may convert the securities into shares of NiSource common stock or preferred stock and the terms for that conversion;
- particular terms of subordination with respect to subordinated debt securities; and
- any other terms of the securities consistent with the provisions of the applicable indenture.

The Indentures do not give holders of debt securities protection in the event of a highly leveraged transaction or other transaction involving NiSource. The Indentures also do not limit the ability of NiSource to incur indebtedness or to declare or pay dividends on its capital stock.

Conversion Rights

The terms, if any, on which a series of debt securities may be exchanged for or converted into shares of common stock or preferred stock of NiSource will be set forth in the applicable prospectus supplement.

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Denomination, Registration and Transfer

NiSource may issue the debt securities as registered securities in certificated form or as global securities as described under the heading “Book-Entry Issuance.” Unless otherwise specified in the applicable prospectus supplement, NiSource will issue registered debt securities in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. (See Section 302.)

If NiSource issues the debt securities as registered securities, NiSource will keep at one of its offices or agencies a register in which it will provide for the registration and transfer of the debt securities. NiSource will appoint that office or agency the security registrar for the purpose of registering and transferring the debt securities.

The holder of any registered debt security may exchange the debt security for registered debt securities of the same series having the same stated maturity date and original issue date, in any authorized denominations, in like tenor and in the same aggregate principal amount. The holder may exchange those debt securities by surrendering them in a place of payment maintained for this purpose at the office or agency NiSource has appointed as securities registrar. Holders may present the debt securities for exchange or registration of transfer, duly endorsed or accompanied by a duly executed written instrument of transfer satisfactory to NiSource and the securities registrar. No service charge will apply to any exchange or registration of transfer, but NiSource may require payment of any taxes and other governmental charges as described in the applicable Indenture. (See Section 305.)

If debt securities of any series are redeemed, NiSource will not be required to issue, register transfer of or exchange any debt securities of that series during the 15 business day period immediately preceding the day the relevant notice of redemption is given. That notice will identify the serial numbers of the debt securities being redeemed. After notice is given, NiSource will not be required to issue, register the transfer of or exchange any debt securities that have been selected to be either partially or fully redeemed, except the unredeemed portion of any debt security being partially redeemed. (See Section 305.)

Payment and Paying Agents

Unless otherwise indicated in the applicable prospectus supplement, on each interest payment date, NiSource will pay interest on each debt security to the person in whose name that debt security is registered as of the close of business on the record date relating to that interest payment date. If NiSource defaults in the payment of interest on any debt security, it may pay that defaulted interest to the registered owner of that debt security:

- as of the close of business on a date that the indenture trustee selects, which may not be more than 15 days or less than 10 days before the date NiSource proposes to pay the defaulted interest, or
- in any other lawful manner that does not violate the requirements of any securities exchange on which that debt security is listed and that the indenture trustee believes is acceptable.

(See Section 307.)

Unless otherwise indicated in the applicable prospectus supplement, NiSource will pay the principal of and any premium or interest on the debt securities when they are presented at the office of the indenture trustee, as paying agent. NiSource may change the place of payment of the debt securities, appoint one or more additional paying agents, and remove any paying agent.

Redemption

The applicable prospectus supplement will contain the specific terms on which NiSource may redeem a series of debt securities prior to its stated maturity. NiSource will send a notice of redemption to holders at least 30 days but not more than 60 days prior to the redemption date. The notice will state:

- the redemption date;

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- the redemption price;
- if less than all of the debt securities of the series are being redeemed, the particular debt securities to be redeemed (and the principal amounts, in the case of a partial redemption);
- that on the redemption date, the redemption price will become due and payable and any applicable interest will cease to accrue on and after that date;
- the place or places of payment; and
- whether the redemption is for a sinking fund.

(See Section 1104.)

On or before any redemption date, NiSource will deposit an amount of money with the indenture trustee or with a paying agent sufficient to pay the redemption price. (See Section 1105.)

If NiSource is redeeming less than all the debt securities, the indenture trustee will select the debt securities to be redeemed using a method it considers fair and appropriate, provided that any debt securities issued as global securities will be selected for redemption in accordance with the policies and procedures of the depositary. After the redemption date, holders of redeemed debt securities will have no rights with respect to the debt securities except the right to receive the redemption price and any unpaid interest to the redemption date. (See Sections 1103 and 1106.)

Consolidation, Merger, Conveyance, Transfer or Lease

NiSource shall not consolidate with or merge into any other person or convey, transfer or lease substantially all of its assets or properties to any person unless:

- that person is organized under the laws of the United States or any state thereof;
- that person assumes NiSource's obligations under the Indentures;
- after giving effect to the transaction, NiSource is not in default under the Indentures; and
- NiSource delivers to the indenture trustee an officer's certificate and an opinion of counsel to the effect that the transaction complies with the Indentures.

(See Section 801.)

Limitation on Liens

As long as any debt securities remain outstanding, neither NiSource nor any subsidiary of NiSource, other than a utility, may issue, assume or guarantee any debt for money borrowed secured by any mortgage, security interest, pledge, lien or other encumbrance on any property owned by NiSource or that subsidiary, except intercompany indebtedness, without also securing the debt securities (together with any other indebtedness of or guaranteed by NiSource or such subsidiary ranking equally with such debt securities) equally and ratably with (or prior to) the new debt, unless the total amount of all of the secured debt would not exceed 10% of the consolidated net tangible assets of NiSource and its subsidiaries (other than utilities).

The lien limitations do not apply to NiSource's and any subsidiary's ability to do the following:

- create mortgages on any property and on certain improvements and accessions on such property acquired, constructed or improved after the date of the applicable Indenture;
- assume existing mortgages on any property or indebtedness of an entity which is merged with or into, or consolidated with NiSource or any subsidiary;

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- assume existing mortgages on any property or indebtedness of an entity existing at the time it becomes a subsidiary;
- create mortgages to secure debt of a subsidiary to NiSource or to another subsidiary (other than a utility);
- create mortgages in favor of governmental entities to secure payment under a contract or statute or mortgages to secure the financing of constructing or improving property, including mortgages for pollution control or industrial revenue bonds;
- create mortgages to secure debt of NiSource or its subsidiaries maturing within 12 months and created in the ordinary course of business;
- create mortgages to secure the cost of exploration, drilling or development of natural gas, oil or other mineral property;
- continue mortgages existing on the date of the applicable Indenture; and
- create mortgages to extend, renew or replace indebtedness secured by any mortgage referred to above provided that the principal amount of indebtedness and the property securing the indebtedness shall not exceed the amount secured by the mortgage being extended, renewed or replaced.

(See Section 1008.)

Events of Default

The Indentures provide, with respect to any outstanding series of debt securities, that any of the following events constitutes an “Event of Default”:

- NiSource defaults in the payment of any interest upon any debt security of that series that becomes due and payable and the default continues for 60 days;
- NiSource defaults in the payment of principal of or any premium on any debt security of that series when due at its maturity, on redemption, by declaration or otherwise and the default continues for three business days;
- NiSource defaults in the deposit of any sinking fund payment when due and the default continues for three business days;
- NiSource defaults in the performance of or breaches any covenant or warranty in the applicable Indenture for 90 days after written notice to NiSource from the indenture trustee or to NiSource and the indenture trustee from the holders of at least 33% of the outstanding debt securities of that series;
- NiSource defaults under any bond, debenture, note or other evidence of indebtedness for money borrowed by it or defaults under any mortgage, indenture or instrument under which there may be issued, secured or evidenced indebtedness for money borrowed constituting a failure to pay in excess of \$50,000,000 of the principal or interest when due and payable, and, in the event such indebtedness has become due as the result of an acceleration, such acceleration is not rescinded or annulled or such indebtedness is not paid within 60 days after written notice to NiSource from the indenture trustee or to NiSource and the indenture trustee from the holders of at least 33% of the outstanding debt securities of that series; or
- certain events of bankruptcy, insolvency or reorganization of NiSource.

(See Section 501.)

If an Event of Default occurs with respect to debt securities of a particular series, the indenture trustee or the holders of 33% in principal amount of the outstanding debt securities of that series may declare the debt securities of that series due and payable immediately. (See Section 502.)

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The holders of a majority in principal amount of the outstanding debt securities of a particular series will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the indenture trustee under the applicable Indenture, or exercising any trust or power conferred on the indenture trustee with respect to the debt securities of that series. The indenture trustee may refuse to follow directions that are in conflict with law or the applicable Indenture, that expose the indenture trustee to personal liability or that are unduly prejudicial to other holders. The indenture trustee may take any other action it deems proper that is not inconsistent with those directions. (See Section 512.)

The holders of a majority in principal amount of the outstanding debt securities of any series may waive any past default under the applicable Indenture and its consequences, except a default:

- in respect of a payment of principal of, or premium, if any, or interest on any debt security; or
- in respect of a covenant or provision that cannot be modified or amended without the consent of the holder of each affected debt security.

(See Section 513.)

At any time after the holders of the debt securities of a series declare that the debt securities of that series are due and immediately payable, holders of a majority in principal amount of the outstanding debt securities of that series may rescind and cancel the declaration and its consequences: (1) before the indenture trustee has obtained a judgment or decree for money, (2) if all events of default (other than the non-payment of principal which has become due solely by reason of the declaration) have been waived or cured, and (3) if NiSource has paid or deposited with the indenture trustee an amount sufficient to pay:

- all overdue interest on the debt securities of that series;
- the principal of, and premium, if any, or interest on any debt securities of that series which are due other than by reason of the declaration;
- interest on overdue interest (if lawful); and
- sums paid or advanced by and amounts due to the indenture trustee under the applicable Indenture.

(See Section 502.)

Modification of Indentures

NiSource and the indenture trustee may modify or amend one or both of the Indentures, without the consent of the holders of any debt securities, for any of the following purposes:

- to evidence the succession of another person as obligor under the Indenture;
- to add to NiSource's covenants or to surrender any right or power conferred on NiSource under the Indenture;
- to add events of default;
- to add or change any provisions of the Indenture to provide that bearer securities may be registrable as to principal, to change or eliminate any restrictions on the payment of principal or premium on registered securities or of principal or premium or any interest on bearer securities, to permit registered securities to be exchanged for bearer securities or to permit the issuance of securities in uncertificated form (so long as the modification or amendment does not adversely affect the interest of the holders of debt securities of any series in any material respect);
- to change or eliminate any provisions of the Indenture (so long as there are no outstanding debt securities entitled to the benefit of the provision);
- to secure the debt securities;

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- to establish the form or terms of debt securities of any series;
- to evidence or provide for the acceptance or appointment by a successor indenture trustee or facilitate the administration of the trust under the Indenture by more than one indenture trustee;
- to cure any ambiguity, defect or inconsistency in the Indenture (so long as the cure or modification does not adversely affect the interest of the holders of debt securities of any series in any material respect); or
- to conform the Indenture to any amendment of the Trust Indenture Act.

(See Section 901.)

Each Indenture provides that we and the indenture trustee may amend the Indenture or the debt securities with the consent of the holders of a majority in principal amount of the then outstanding debt securities of each series affected by the amendment voting as one class. However, without the consent of each holder of any outstanding debt securities affected, an amendment or modification may not, among other things:

- change the stated maturity of the principal or interest on any debt security;
- reduce the principal amount of, rate of interest on, or premium payable upon the redemption of any debt security;
- change the method of calculating the rate of interest on any debt security;
- change any obligation of NiSource to pay additional amounts in respect of any debt security;
- reduce the principal amount of a discount security that would be payable upon acceleration of its maturity;
- change the place or currency of payment of principal of, or any premium or interest on, any debt security;
- impair a holder's right to institute suit for the enforcement of any payment after the stated maturity or after any redemption date or repayment date;
- reduce the percentage in principal amount of outstanding debt securities, the consent of whose holders is necessary to modify or amend the Indenture or to consent to any waiver under the Indenture;
- change any obligation of NiSource to maintain an office or agency in each place of payment or to maintain an office or agency outside the United States; and
- modify these requirements or reduce the percentage in principal amount of outstanding debt securities, the consent of whose holders is necessary to waive any past default of certain covenants.

(See Section 902.)

Satisfaction and Discharge

Under the Indentures, NiSource can terminate its obligations with respect to debt securities of all series not previously delivered to the indenture trustee for cancellation when those debt securities:

- have become due and payable;
- will become due and payable at their stated maturity within one year; or
- are to be called for redemption within one year under arrangements satisfactory to the indenture trustee for giving notice of redemption.

NiSource may terminate its obligations with respect to the debt securities of that series by depositing with the indenture trustee, as trust funds dedicated solely for that purpose, an amount sufficient to pay and discharge the entire indebtedness on the debt securities of that series. In that case, the applicable Indenture will cease to be

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of further effect and NiSource's obligations will be satisfied and discharged with respect to that series (except as to NiSource's obligations to pay all other amounts due under the applicable Indenture and to provide certain officers' certificates and opinions of counsel to the indenture trustee). At the expense of NiSource, the indenture trustee will execute proper instruments acknowledging the satisfaction and discharge.

(See Section 401.)

Governing Law

Each of the Indentures is, and the related senior debt securities and subordinated debt securities will be, governed by the internal laws of the State of New York.

Information Concerning the Indenture Trustee

Prior to default, the indenture trustee will perform only those duties specifically set forth in the Indentures. After default, the indenture trustee will exercise the same degree of care as a prudent individual would exercise in the conduct of his or her own affairs. The indenture trustee is under no obligation to exercise any of the powers vested in it by the Indentures at the request of any holder of debt securities unless the holder offers the indenture trustee reasonable indemnity against the costs, expenses and liability that the indenture trustee might incur in exercising those powers. The indenture trustee is not required to expend or risk its own funds or otherwise incur personal financial liability in the performance of its duties if it reasonably believes that it may not receive repayment or adequate indemnity. (See Section 601.)

Because The Bank of New York Mellon is the trustee under the Senior Indenture and the Subordinated Indenture, it may be required to resign as trustee under one of those Indentures if there is an event of default under an Indenture.

We may appoint an alternative trustee for any series of debt securities. The appointment of an alternative trustee would be described in the applicable prospectus supplement.

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DESCRIPTION OF WARRANTS

NiSource may issue warrants to purchase equity or debt securities. NiSource may issue warrants independently or together with any offered securities. The warrants may be attached to or separate from those offered securities. NiSource will issue the warrants under warrant agreements to be entered into between NiSource and a bank or trust company, as warrant agent, all as described in the applicable prospectus supplement. The warrant agent will act solely as agent in connection with the warrants and will not assume any obligation or relationship of agency or trust for or with any holders or beneficial owners of warrants.

The prospectus supplement relating to any warrants that we may offer will contain the specific terms of the warrants. These terms may include the following:

- the title of the warrants;
- the designation, amount and terms of the securities for which the warrants are exercisable;
- the designation and terms of the other securities, if any, with which the warrants are to be issued and the number of warrants issued with each other security;
- the price or prices at which the warrants will be issued;
- the aggregate number of warrants;
- any provisions for adjustment of the number or amount of securities receivable upon exercise of the warrants or the exercise price of the warrants;
- the price or prices at which the securities purchasable upon exercise of the warrants may be purchased;
- if applicable, the date on and after which the warrants and the securities purchasable upon exercise of the warrants will be separately transferable;
- if applicable, a discussion of the material U.S. federal income tax considerations applicable to the exercise of the warrants;
- any other terms of the warrants, including terms, procedures and limitations relating to the exchange and exercise of the warrants;
- the date on which the right to exercise the warrants will commence, and the date on which the right will expire;
- the maximum or minimum number of warrants that may be exercised at any time; and
- information with respect to book-entry procedures, if any.

Exercise of Warrants

Each warrant will entitle the holder of warrants to purchase for cash the amount of equity or debt securities at the exercise price stated or determinable in the prospectus supplement for the warrants. Warrants may be exercised at any time up to the close of business on the expiration date shown in the applicable prospectus supplement, unless otherwise specified in such prospectus supplement. After the close of business on the expiration date, unexercised warrants will become void. Warrants may be exercised as described in the applicable prospectus supplement. When the warrant holder makes the payment and properly completes and signs the warrant certificate at the corporate trust office of the warrant agent or any other office indicated in the prospectus supplement, NiSource will, as soon as possible, forward the equity or debt securities that the warrant holder has purchased. If the warrant holder exercises the warrant for less than all of the warrants represented by the warrant certificate, NiSource will issue a new warrant certificate for the remaining warrants.

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DESCRIPTION OF STOCK PURCHASE CONTRACTS AND STOCK PURCHASE UNITS

NiSource may issue stock purchase contracts, including contracts obligating holders to purchase from NiSource, and for NiSource to sell to the holders, a specified number of shares of common stock at a future date or dates. The price per share of common stock and the number of shares of common stock may be fixed at the time the stock purchase contracts are issued or may be determined by reference to a specific formula stated in the stock purchase contracts.

The stock purchase contracts may be issued separately or as part of units that we call “stock purchase units.” Stock purchase units consist of a stock purchase contract and either NiSource’s debt securities or U.S. treasury securities securing the holders’ obligations to purchase the common stock under the stock purchase contracts.

The stock purchase contracts may require us to make periodic payments to the holders of the stock purchase units or vice versa, and these payments may be unsecured or prefunded on some basis. The stock purchase contracts may require holders to secure their obligations in a specified manner.

The applicable prospectus supplement will describe the terms of the stock purchase contracts or stock purchase units. The description in the prospectus supplement will only be a summary, and you should read the stock purchase contracts, and, if applicable, collateral or depositary arrangements, relating to the stock purchase contracts or stock purchase units. Material U.S. federal income tax considerations applicable to the stock purchase units and the stock purchase contracts will also be discussed in the applicable prospectus supplement.

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BOOK-ENTRY ISSUANCE

Unless otherwise specified in the applicable prospectus supplement, NiSource will issue any debt securities offered under this prospectus as “global securities.” In addition, NiSource may issue other securities offered under this prospectus as global securities. We will describe the specific terms for issuing any security as a global security in the prospectus supplement relating to that security.

Unless otherwise specified in the applicable prospectus supplement, The Depository Trust Company, or DTC, will act as the depository for any global securities. NiSource will issue global securities as fully registered securities registered in the name of DTC’s nominee, Cede & Co. NiSource will issue one or more fully registered global securities for each issue of securities, each in the aggregate principal, stated amount or number of shares of such issue, and will deposit the global securities with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered under the provisions of Section 17A of the Securities Exchange Act. DTC holds and provides asset servicing for over 3.5 million U.S. and non-U.S. equity issues, corporate and municipal debt issues and money market instruments that DTC’s participants deposit with DTC. DTC also facilitates the post-trade settlement among its direct participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between its direct participants’ accounts. This eliminates the need for physical movement of securities certificates. DTC’s direct participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation. The Depository Trust & Clearing Corporation is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. The Depository Trust & Clearing Corporation is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a DTC participant, either directly or indirectly. The DTC rules applicable to its participants are on file with the SEC.

Purchases of securities under DTC’s system must be made by or through a direct participant, which will receive a credit for such securities on DTC’s records. The ownership interest of each actual purchaser of each security, the beneficial owner, is in turn to be recorded on the records of direct and indirect participants. Beneficial owners will not receive written confirmation from DTC of their purchases, but they should receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the participants through which they entered into the transactions. Transfers of ownership interests in the securities are to be accomplished by entries made on the books of participants acting on behalf of beneficial owners. Beneficial owners will not receive certificates representing their ownership interests in securities, except in the event that use of the book-entry system for the securities is discontinued.

To facilitate subsequent transfers, all global securities that are deposited with, or on behalf of, DTC are registered in the name of DTC’s nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of global securities with, or on behalf of, DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any changes in beneficial ownership. DTC has no knowledge of the actual beneficial owners of the securities; DTC’s records reflect only the identity of the direct participants to whose accounts such securities are credited, which may or may not be the beneficial owners. The participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to direct participants, by direct participants to indirect participants and by direct and indirect participants to beneficial owners will be governed by

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arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices will be sent to DTC. If less than all of the securities of like type, tenor and terms are being redeemed, DTC's practice is to determine by lot the amount of the interest of each direct participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the global securities unless authorized by a direct participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an omnibus proxy to NiSource as soon as possible after the applicable record date. The omnibus proxy assigns Cede & Co.'s consenting or voting rights to those direct participants to whose accounts the securities are credited on the applicable record date (identified in a listing attached to the omnibus proxy).

Redemption proceeds, principal payments and any premium, interest or other payments on the global securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit direct participants' accounts upon DTC's receipt of funds and corresponding detail information on the payable date in accordance with their respective holdings shown on DTC's records. Payments by participants to beneficial owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers registered in "street name," and will be the responsibility of the participant and not of DTC, NiSource or the indenture trustee, subject to any statutory or regulatory requirements. Payment of redemption proceeds, principal and any premium, interest or other payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of NiSource and the applicable paying agent, disbursement of payments to direct participants will be the responsibility of DTC, and disbursement of payments to the beneficial owners will be the responsibility of direct and indirect participants.

Except as provided in the applicable prospectus supplement, a beneficial owner will not be entitled to receive physical delivery of a security. Accordingly, each beneficial owner must rely on the procedures of DTC to exercise any rights with respect to such beneficial owner's interest in a global security. The laws of some jurisdictions require that certain purchasers of securities take physical delivery of securities in definitive form. Such laws may impair the ability to transfer beneficial interests in the global securities.

DTC may discontinue providing its services as securities depository with respect to the global securities at any time by giving reasonable notice to NiSource or, with respect to a debt security, the indenture trustee. Under such circumstances, in the event that a successor securities depository is not obtained, certificates for the securities are required to be printed and delivered to the holders of record.

NiSource may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). NiSource understands, however, that under current industry practices, DTC would notify its participants of NiSource's decision, but will only withdraw beneficial interests from the global securities at the request of each participant. In that event, certificates for the securities will be printed and delivered to the applicable participants.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that we believe to be reliable, but we take no responsibility for the accuracy of this information. We have no responsibility for the performance by DTC or its participants of their respective obligations as described herein or under the rules and procedures governing their respective operations.

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PLAN OF DISTRIBUTION

We may sell the securities to or through underwriters, through dealers or agents, directly to you or through a combination of these methods. The prospectus supplement with respect to any offering of securities will describe the specific terms of the securities being offered, including:

- the name or names of any underwriters, dealers or agents;
- the purchase price of the securities and the proceeds to NiSource from the sale;
- any underwriting discounts and commissions or agency fees and other items constituting underwriters' or agents' compensation;
- any initial public offering price;
- any discounts or concessions allowed or reallocated or paid to dealers; and
- any securities exchange on which the offered securities may be listed.

Through Underwriters. If we use underwriters in the sale of the securities, the underwriters will acquire the offered securities for their own account. We will execute an underwriting agreement with an underwriter or underwriters once an agreement for sale of the securities is reached. The underwriters may resell the offered securities in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices determined at the time of sale. The underwriters may sell the offered securities directly or through underwriting syndicates represented by managing underwriters. Unless otherwise stated in the prospectus supplement relating to offered securities, the obligations of the underwriters to purchase those offered securities will be subject to certain conditions, and the underwriters will be obligated to purchase all of those offered securities if they purchase any of them.

Through Dealers. If we use a dealer to sell the securities, we will sell the offered securities to the dealer as principal. The dealer may then resell those offered securities at varying prices determined at the time of resale. Any initial public offering price and any discounts or concessions allowed or reallocated or paid to dealers may be changed from time to time.

Through Agents. If we use agents in the sale of securities, we may designate one or more agents to sell offered securities.

Directly to Purchasers. We may sell the offered securities directly to one or more purchasers. In this case, no underwriters, dealers or agents would be involved. We will describe the terms of our direct sales in our prospectus supplement.

General Information. A prospectus supplement will state the name of any underwriter, dealer or agent and the amount of any compensation, underwriting discounts or concessions paid, allowed or reallocated to them. A prospectus supplement will also state the proceeds to us from the sale of offered securities, any initial public offering price and other terms of the offering of those offered securities.

Our agents, underwriters and dealers, or their affiliates, may be customers of, engage in transactions with or perform services for us in the ordinary course of business.

We may authorize agents, underwriters or dealers to solicit offers by certain institutions to purchase offered securities from us at the public offering price and on terms described in the related prospectus supplement pursuant to delayed delivery or forward contracts providing for payment and delivery on a specified date in the future. If we use delayed delivery contracts, we will disclose that we are using them in our prospectus

[Table of Contents](#)

supplement and will tell you when we will demand payment and delivery of the securities. The delayed delivery contracts will be subject only to the conditions we set forth in our prospectus supplement.

We may enter into agreements to indemnify agents, underwriters and dealers against certain civil liabilities, including liabilities under the Securities Act of 1933.

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LEGAL OPINIONS

Sidley Austin LLP, Chicago, Illinois, will pass upon certain legal matters relating to the validity of the securities offered by this prospectus for us. The opinions with respect to the securities may be subject to assumptions regarding future action to be taken by us and the trustee, if applicable, in connection with the issuance and sale of the securities, the specific terms of the securities and other matters that may affect the validity of securities but that cannot be ascertained on the date of those opinions.

EXPERTS

The consolidated financial statements, and the related financial statement schedule, incorporated in this prospectus supplement by reference from the NiSource Inc. Annual Report on Form 10-K, and the effectiveness of NiSource Inc. and subsidiaries' internal control over financial reporting have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports, which are incorporated herein by reference. Such consolidated financial statements and financial statement schedule have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

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NiSource Inc.

7,500,000 Equity Units
(Initially Consisting of 7,500,000 Corporate Units)

Prospectus Supplement

Joint Book-Running Managers

Goldman Sachs & Co. LLC

J.P. Morgan

Wells Fargo Securities

Senior Co-Manager

Barclays

Co-Managers

BofA Securities

Citigroup

Credit Suisse

MUFG

April 13, 2021

**Columbia Gas of Kentucky, Inc.
CASE NO. 2021-00183
Forecasted Test Period Filing Requirements
807 KAR 5:001 Section 16-(7)(k)**

Description of Filing Requirement:

The most recent Federal Energy Regulatory Commission Form 1 (electric), Federal Energy Regulatory Commission Form 2 (gas), or Public Service Commission Form T (telephone);

Response:

Please refer to the attached FERC Form 2.

Responsible Witness:

Jeffery T. Gore

THIS FILING IS	
Item 1: <input checked="" type="checkbox"/> An Initial (Original) Submission	OR <input type="checkbox"/> Resubmission No. _____

Form 2 Approved
OMB No.1902-0028
(Expires 12/31/2020)
Form 3-Q Approved
OMB No.1902-0205
(Expires 11/30/2022)



FERC FINANCIAL REPORT

FERC FORM No. 2: Annual Report of Major Natural Gas Companies and Supplemental Form 3-Q: Quarterly Financial Report

These reports are mandatory under the Natural Gas Act, Sections 10(a), and 16 and 18 CFR Parts 260.1 and 260.300. Failure to report may result in criminal fines, civil penalties, and other sanctions as provided by law. The Federal Energy Regulatory Commission does not consider these reports to be of a confidential nature.

Exact Legal Name of Respondent (Company) COLUMBIA GAS OF KENTUCKY, INC	Year/Period of Report End of <u>2020/Q4</u>
--	--

INSTRUCTIONS FOR FILING FERC FORMS 2, 2-A and 3-Q

GENERAL INFORMATION

I Purpose

FERC Forms 2, 2-A, and 3-Q are designed to collect financial and operational information from natural gas companies subject to the jurisdiction of the Federal Energy Regulatory Commission. These reports are also considered to be a non-confidential public use forms.

II. Who Must Submit

Each natural gas company whose combined gas transported or stored for a fee exceed 50 million dekatherms in each of the previous three years must submit FERC Form 2 and 3-Q.

Each natural gas company not meeting the filing threshold for FERC Form 2, but having total gas sales or volume transactions exceeding 200,000 dekatherms in each of the previous three calendar years must submit FERC Form 2-A and 3-Q.

Newly established entities must use projected data to determine whether they must file the FERC Form 3-Q and FERC Form 2 or 2-A.

III. What and Where to Submit

(a) Submit Forms 2, 2-A and 3-Q electronically through the submission software at <http://www.ferc.gov/docs-filing/eforms/form-2/elec-subm-soft.asp>.

(b) The Corporate Officer Certification must be submitted electronically as part of the FERC Form 2 and 3-Q filings.

(c) Submit immediately upon publication, by either eFiling or mailing two (2) copies to the Secretary of the Commission, the latest Annual Report to Stockholders and any annual financial or statistical report regularly prepared and distributed to bondholders, security analysts, or industry associations. Do not include monthly and quarterly reports. Indicate by checking the appropriate box on Form 2, Page 3, List of Schedules, if the reports to stockholders will be submitted or if no annual report to stockholders is prepared. Unless eFiling the Annual Report to Stockholders, mail these reports to the Secretary of the Commission at:

Secretary of the Commission
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

(d) For the Annual CPA certification, submit with the original submission of this form, a letter or report (not applicable to respondents classified as Class C or Class D prior to January 1, 1984) prepared in conformity with the current standards of reporting which will:

(i) Contain a paragraph attesting to the conformity, in all material respects, of the schedules listed below with the Commission's applicable Uniform Systems of Accounts (including applicable notes relating thereto and the Chief Accountant's published accounting releases), and

(ii) be signed by independent certified public accountants or an independent licensed public accountant certified or licensed by a regulatory authority of a State or other political subdivision of the U. S. (See 18 C.F.R. §§ 158.10-158.12 for specific qualifications.)

Reference	<u>Reference</u> <u>Schedules Pages</u>
Comparative Balance Sheet	110-113
Statement of Income	114-117
Statement of Retained Earnings	118-119
Statement of Cash Flows	120-121
Notes to Financial Statements	122-123

Filers should state in the letter or report, which, if any, of the pages above do not conform to the Commission's requirements. Describe the discrepancies that exist

(e) Filers are encouraged to file their Annual Report to Stockholders, and the CPA Certification Statement using eFiling. To further that effort, new selections, "Annual Report to Stockholders" and "CPA Certification Statement," have been added to the dropdown "pick list" from which companies must choose when eFiling. Further instructions are found on the Commission website at <http://www.ferc.gov/help/how-to.asp>

(f) Federal, State and Local Governments and other authorized users may obtain additional blank copies of FERC Form 2 and 2-A free of charge from: <http://www.ferc.gov/docs-filing/eforms/form-2/form-2.pdf> and <http://www.ferc.gov/docs-filing/eforms/form-2a/form-2a.pdf>, respectively. Copies may also be obtained from the Public Reference and Files Maintenance Branch, Federal Energy Regulatory Commission, 888 First Street, NE. Room 2A, Washington, DC 20426 or by calling (202).502-8371

IV. When to Submit:

FERC Forms 2, 2-A, and 3-Q must be filed by the dates:

- (a) FERC Form 2 and 2-A --- by April 18th of the following year (18 C.F.R. §§ 260.1 and 260.2)
- (b) FERC Form 3-Q --- Natural gas companies that file a FERC Form 2 must file the FERC Form 3-Q within 60 days after the reporting quarter (18 C.F.R. § 260.300), and
- (c) FERC Form 3-Q --- Natural gas companies that file a FERC Form 2-A must file the FERC Form 3-Q within 70 days after the reporting quarter (18 C.F.R. § 260.300).

V. Where to Send Comments on Public Reporting Burden.

The public reporting burden for the Form 2 collection of information is estimated to average 1,623 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data-needed, and completing and reviewing the collection of information. The public reporting burden for the Form 2A collection of information is estimated to average 250 hours per response. The public reporting burden for the Form 3-Q collection of information is estimated to average 165 hours per response.

Send comments regarding these burden estimates or any aspect of these collections of information, including suggestions for reducing burden, to the Federal Energy Regulatory Commission, 888 First Street NE, Washington, DC 20426 (Attention: Information Clearance Officer); and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503 (Attention: Desk Officer for the Federal Energy Regulatory Commission). No person shall be subject to any penalty if any collection of information does not display a valid control number (44 U.S.C. § 3512 (a)).

GENERAL INSTRUCTIONS

- I. Prepare all reports in conformity with the Uniform System of Accounts (USofA) (18 C.F.R. Part 201). Interpret all accounting words and phrases in accordance with the USofA.
- II. Enter in whole numbers (dollars or Dth) only, except where otherwise noted. (Enter cents for averages and figures per unit where cents are important. The truncating of cents is allowed except on the four basic financial statements where rounding is required.) The amounts shown on all supporting pages must agree with the amounts entered on the statements that they support. When applying thresholds to determine significance for reporting purposes, use for balance sheet accounts the balances at the end of the current reporting period, and use for statement of income accounts the current year's year to date amounts.
- III. Complete each question fully and accurately, even if it has been answered in a previous report. Enter the word "None" where it truly and completely states the fact.
- IV. For any page(s) that is not applicable to the respondent, omit the page(s) and enter "NA," "NONE," or "Not Applicable" in column (d) on the List of Schedules, pages 2 and 3.
- V. Enter the month, day, and year for all dates. Use customary abbreviations. **The "Date of Report" included in the header of each page is to be completed only for resubmissions.**
- VI. Generally, except for certain schedules, all numbers, whether they are expected to be debits or credits, must be reported as positive. Numbers having a sign that is different from the expected sign must be reported by enclosing the numbers in parentheses.
- VII. For any resubmissions, submit the electronic filing using the form submission only. Please explain the reason for the resubmission in a footnote to the data field.
- VIII. Footnote and further explain accounts or pages as necessary.
- IX. Do not make references to reports of previous periods/years or to other reports in lieu of required entries, except as specifically authorized.
- X. Wherever (schedule) pages refer to figures from a previous period/year, the figures reported must be based upon those shown by the report of the previous period/year, or an appropriate explanation given as to why the different figures were used.
- XI. Report all gas volumes in Dth unless the schedule specifically requires the reporting in another unit of measurement.

DEFINITIONS

- I. Btu per cubic foot – The total heating value, expressed in Btu, produced by the combustion, at constant pressure, of the amount of the gas which would occupy a volume of 1 cubic foot at a temperature of 60°F if saturated with water vapor and under a pressure equivalent to that of 30°F, and under standard gravitational force (980.665 cm. per sec) with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of gas and air when the water formed by combustion is condensed to the liquid state (called gross heating value or total heating value).
- II. Commission Authorization -- The authorization of the Federal Energy Regulatory Commission, or any other Commission. Name the commission whose authorization was obtained and give date of the authorization.
- III. Dekatherm – A unit of heating value equivalent to 10 therms or 1,000,000 Btu.
- IV Respondent – The person, corporation, licensee, agency, authority, or other legal entity or instrumentality on whose behalf the report is made.

EXCERPTS FROM THE LAW

(Natural Gas Act, 15 U.S.C. 717-717w)

"Sec. 10(a). Every natural-gas company shall file with the Commission such annual and other periodic or special reports as the Commission may by rules and regulations or order prescribe as necessary or appropriate to assist the Commission in the proper administration of this act. The Commission may prescribe the manner and form in which such reports shall be made and require from such natural-gas companies specific answers to all questions upon which the Commission may need information. The Commission may require that such reports include, among other things, full information as to assets and liabilities, capitalization, investment and reduction thereof, gross receipts, interest dues and paid, depreciation, amortization, and other reserves, cost of facilities, costs of maintenance and operation of facilities for the production, transportation, delivery, use, or sale of natural gas, costs of renewal and replacement of such facilities, transportation, delivery, use and sale of natural gas..."

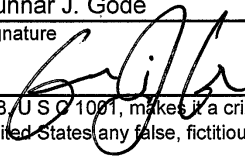
"Section 16. The Commission shall have power to perform all and any acts, and to prescribe, issue, make, amend, and rescind such orders, rules, and regulations as it may find necessary or appropriate to carry out the provisions of this act. Among other things, such rules and regulations may define accounting, technical, and trade terms used in this act; and may prescribe the form or forms of all statements declarations, applications, and reports to be filed with the Commission, the information which they shall contain, and time within they shall be filed..."

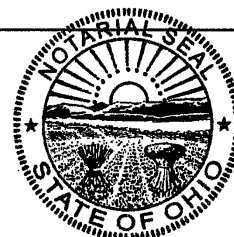
General Penalties

The Commission may assess up to \$1 million per day per violation of its rules and regulations. See NGA § 22(a), 15 U.S.C. § 717t-1(a).

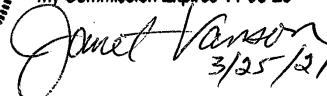
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**FERC FORM NO. 2:
 ANNUAL REPORT OF MAJOR NATURAL GAS COMPANIES**

IDENTIFICATION			
01	Exact Legal Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	02	Year of Report December 31, 2020
03	Previous Name and Date of Change (If name changed during year)		
04	Address of Principal Office at End of Year (Street, City, State, Zip Code) 2001 Mercer Road, P.O. Box 14241, Lexington, KY 40512-4241		
05	Name of Contact Person Jeffrey Eing	06	Title of Contact Person Accounting Manager
07	Address of Contact person (Street, City, State, Zip Code) 290 W. Nationwide Blvd., Columbus, OH 43215		
08	Telephone of Contact Person, Including Area Code (614) 460-4281	09	This report is <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission
		10	Date of Report (Mo, Da, Yr) March 31, 2021
ATTESTATION			
<p>The undersigned officer certifies that he/she has examined the accompanying report; that to the best of his/her knowledge, information, and belief, all statements of fact contained in the accompanying report are true and the accompanying report is a correct statement of the business and affairs of the above named respondent in respect to each and every matter set forth therein during the period from and including January 1 to and including December 31 of the year of the report.</p>			
11	Name Gunnar J. Gode	12	Title Vice President, Chief Accounting Officer and Controller
13	Signature 	14	Date Signed 03/25/2021
<p>Title 18, U.S.C. 1001, makes it a crime for any person knowingly and willingly to make to any Agency or Department of the United States any false, fictitious or fraudulent statements as to any matter within its jurisdiction.</p>			



Janet Vanson
 Notary Public, State of Ohio
 My Commission Expires 11-08-23


 3/25/21

Name of Respondent	This Report Is:	Date of Report	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.	(1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	(Mo.Da.Yr.) March 31, 2021	Dec. 31, 2020

List of Schedules (Natural Gas Company)

Enter in column (d) the terms "none," "not applicable," or "NA" as appropriate, where no information or amounts have been reported for certain pages. Omit pages where the responses are "none," "not applicable," or "NA".

Line No.	Title of Schedule (a)	Reference Page No. (b)	Date Revised (c)	Remarks (d)
	GENERAL CORPORATE INFORMATION and FINANCIAL STATEMENTS			
1	General Information	101		
2	Control over Respondent	102		
3	Security Holders and Voting Powers	107		
4	Important Changes During the Year	108		
5	Comparative Balance Sheet	110-113		
6	Statement of Income for the Year	114-116		
7	Statement of Accumulated Comprehensive Income and Hedging Activities	117		
8	Statement of Retained Earnings for the Year	118-119		
9	Statement of Cash Flows	120-121		
10	Notes to Financial Statements	122		
	BALANCE SHEET SUPPORTING SCHEDULES (Assets and Other Debits)			
11	Summary of Utility Plant and Accumulated Provisions for Depreciation, Amortization, and Depletion	200-201		
12	Gas Plant in Service	204-209		
13	Gas Property and Capacity Leased from Others	212		
14	Gas Property and Capacity Leased to Others	213		
15	Gas Plant Held for Future Use	214		
16	Construction Work in Progress - Gas	216		
17	General Description of Construction Overhead Procedures	218		
18	Accumulated Provision for Depreciation of Gas Utility Plant	219		
19	Gas Stored	220		
20	Investments	222-223		
21	Investments in Subsidiary Companies	224-225		
22	Prepayments	230		
23	Extraordinary Property Losses	230		
24	Unrecovered Plant and Regulatory Study Costs	230		
25	Other Regulatory Assets	232		
26	Miscellaneous Deferred Debits	233		
27	Accumulated Deferred Income Taxes	234-235		
	BALANCE SHEET SUPPORTING SCHEDULES (Liabilities and Other Credits)			
28	Capital Stock	250-251		
29	Conversion, Premium on Capital Stock, and Installments Received on Capital Stock	252		
30	Other Paid in Capital	253		
31	Discount on Capital Stock	254		
32	Capital Stock Expense	254		
33	Securities issued or Assumed and Securities Refunded or Retired during the Year	255		
34	Long-Term Debt	256-257		
35	Unamortized Debt Expense, Premium, and Discount on Long-Term Debt	258-259		
36	Unamortized Loss and Gain on Recquired Debt	260		

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: (1) [X] An Original (2) [] A Resubmission	Date of Report (Mo.Da.Yr.) March 31, 2021	Year of Report Dec. 31, 2020
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List of Schedules (Natural Gas Company) (continued)

Enter in column (d) the terms "none," "not applicable," or "NA" as appropriate, where no information or amounts have been reported for certain pages. Omit pages where the responses are "none," "not applicable," or "NA".

Line No.	Title of Schedule (a)	Reference Page No. (b)	Date Revised (c)	Remarks (d)
36	Reconciliation of Reported Net Income with Taxable Income for Federal Income Taxes	261		
37	Taxes Accrued, Prepaid, and Changes During Year	262-263		
38	Miscellaneous Current and Accrued Liabilities	268		
39	Other Deferred Credits	269		
40	Accumulated Deferrred Income Taxes-Other Property	274-275		
41	Accumulated Deferrred Income Taxes-Other	276-277		
42	Other Regulatory Liabilities	278		
INCOME ACCOUNT SUPPORTING SCHEDULES				
43	Gas Operating Revenues	300-301		
44	Revenues from Transportation of Gas of Others Through Gathering Facilities	302-303		
45	Revenues from Transportation of Gas of Others Through Transmission Facilities	304-305		
46	Revenues from Storage Gas of Others	306-307		
47	Other Gas Revenues	308		
48	Gas Operation and Maintenance Expenses	317-325		
49	Exchange of Imbalance Transactions	328		
50	Gas used in Utility Operations	331		
51	Transmission and Compression of Gas by Others	332		
52	Other Gas Supply Expenses	334		
53	Miscellaneous General Expenses-Gas	335		
54	Depreciation, Depletion, and Amortization of Gas Plant	336-338		
55	Particulars Concerning Certain Income Deductions and Interest Charges Accounts	340		
COMMON SECTION				
56	Regulatory Commission Expenses	350-351		
57	Distribution of Salaries and Wages	354-355		
58	Charges for Outside Professional amd Other Consultative Services	357		
GAS PLANT STATISTICAL DATA				
59	Compressor Stations	508-509		
60	Gas Storage Projects	512-513		
61	Transmission Lines	514		
62	Transmission System Peak Deliveries	518		
63	Auxiliary Peaking Facilities	519		
64	Gas Account-Natural Gas	520		
65	System Map	522		
66	Footnote Reference	551		
67	Footnote Text	552		
68	Stockholder's Reports (check appropriate box)			

- Four copies will be submitted
- No annual report for stockholders is prepared

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo.Da.Yr.) March 31, 2021	Year of Report Dec. 31, 2020
GENERAL INFORMATION			
<p>1. Provide name and title of officer having custody of the general corporate books of account and address of office where the general corporate books are kept, and address of office where any other corporate books of account are kept, if different from that where the general corporate books are kept.</p> <p style="text-align: center;">Kevin Stanley, Controller 290 W. Nationwide Blvd Columbus, OH 43215</p>			
<p>2. Provide the name of the State under the laws of which respondent is incorporated, and date of incorporation. If incorporated under a special law, give reference to such law. If not incorporated, state that fact and give the type of organization and the date organized.</p> <p style="text-align: center;">Incorporated in Kentucky - October 11, 1905, as Central Kentucky Natural Gas Company. Name changed to Columbia Gas of Kentucky, Inc. effective January 1, 1958.</p>			
<p>3. If at any time during the year the property of respondent was held by a receiver or trustee, give (a) name of receiver or trustee, (b) date such receiver or trustee took possession, (c) the authority by which the receivership or trusteeship was created, and (d) date when possession by receiver or trustee ceased.</p> <p style="text-align: center;">Not Applicable.</p>			
<p>4. State the classes of utility and other services furnished by respondent during the year in each State in which the respondent operated.</p> <p>Purchase and distribution, at retail and wholesale, natural gas within the Commonwealth of Kentucky, and off-system sales in the states of Louisiana, Ohio, Kentucky, and West Virginia. Respondent also transports natural gas to industrial, commercial and residential customers under transportation service rate schedules.</p>			
<p>5. Have you engaged as the principal accountant to audit your financial statements an accountant who is not the principal accountant for your previous year's certified financial statements?</p> <p>(1) <input type="checkbox"/> Yes Enter the date when such independent accountant was initially engaged: (2) <input checked="" type="checkbox"/> No</p>			

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) March 31, 2021	Year of Report Dec. 31, 2020
---	--	--	--

CONTROL OVER RESPONDENT

1. Report in column (a) the names of all corporations, partnerships, business trusts, and similar organizations that directly, indirectly, or jointly held control (see page 103 for definition of control) over the respondent at the end of the year. If control is in a holding company organization, report in a footnote the chain of organization.

2. If control is held by trustees, state in a footnote the names of trustees, the names of beneficiaries for whom the trust is maintained, and the purpose of the trust.

3. In column (b) designate type of control over the respondent. Report an "M" if the company is the main parent or controlling company having ultimate control over the respondent. Otherwise, report a "D" for direct, an "I" for indirect, or a "J" for joint control.

Line No.	Company Name (a)	Type of Control (b)	State of Incorporation (c)	Percent Voting Stock Owned (d)
1	NiSource Inc.	M	Delaware	100%
2	NiSource Gas Distribution Group, Inc.	D	Delaware	100%

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) March 31, 2021	Year of Report Dec 31, 2020
---	--	---	---------------------------------------

SECURITY HOLDERS AND VOTING POWERS

1. Give the names and addresses of the 10 security holders of the respondent who, at the date of the latest closing of the stock book or compilation of list of stockholders of the respondent, prior to the end of the year, had the highest voting powers in the respondent, and state the number of votes that each could cast on that date if a meeting were held. If any such holder held in trust, give in a footnote the known particulars of the trust (whether voting trust, etc.), duration of trust, and principal holders of beneficiary interests in the trust. If the company did not close the stock book or did not compile a list of stockholders within one year prior to the end of the year, or if since it compiled the previous list of stockholders, some other class of security has become vested with voting rights, then show such 10 security holders as of the close of the year. Arrange the names of the security holders in the order of voting power, commencing with the highest. Show in column (a) the titles of officers and directors included in such list of 10 security holders.

2. If any security other than stock carries voting rights, explain in a supplemental statement how such security became vested with voting rights and give other important details concerning the voting rights of such security. State whether voting rights are actual or contingent; if contingent, describe the contingency.

3. If any class or issue of security has any special privileges in the election of directors, trustees or managers, or in the determination of corporate action by any method, explain briefly in a footnote.

4. Furnish details concerning any options, warrants, or rights outstanding at the end of the year for others to purchase securities of the respondent or any securities or other assets owned by the respondent, including prices, expiration dates, and other material information relating to exercise of the options, warrants, or rights. Specify the amount of such securities or assets any officer, director, associated company, or any of the 10 largest security holders is entitled to purchase. This instruction is inapplicable to convertible securities or to any securities substantially all of which are outstanding in the hands of the general public where the options, warrants, or rights were issued on a prorata basis.

1. Give date of the latest closing of the stock book prior to end of year, and in a footnote, state the purpose of such closing: August 1, 2020 Sole Shareholder Election of Directors	2. State the number of votes cast at the latest general meeting prior to the end of year for election of directors of the respondent and number of such votes cast by proxy Total: 952,248 By proxy: ---	3. Give the date and place of such meeting: August 1, 2020 Unanimous Written Consent
--	--	--

Line No.	Name (Title) and Address of Security Holder (a)	4. Number of votes as of December 31, 2020			
		Total Votes (b)	Common Stock (c)	Preferred Stock (d)	Other (e)
		5	TOTAL votes of all voting securities	952,248	952,248
6	TOTAL number of security holders	1	1	-	-
7	TOTAL votes of security holders listed below	952,248	952,248	-	-
8					
9	NiSource Gas Distribution Group, Inc.				
10	290 W. Nationwide Blvd.				
11	Columbus, OH 43215				
12					
13					
14					
15					
16					
17					

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Name of Respondent	This Report is:	Date of Report	Year Ending
COLUMBIA GAS OF KENTUCKY, INC.	(1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	(Mo, Da, Yr) 03/31/2021	Dec. 31, 2020
Important Changes During the Quarter/Year			

Give details concerning the matters indicated below. Make the statements explicit and precise, and number them in accordance with the inquiries. Answer each inquiry. Enter "none" or "not applicable" where applicable. If the answer is given elsewhere in the report, refer to the schedule in which it appears.

- Changes in and important additions to franchise rights: Describe the actual consideration and state from whom the franchise rights were acquired. If the franchise rights were acquired without the payment of consideration, state that fact.
- Acquisition of ownership in other companies by reorganization, merger, or consolidation with other companies: Give names of companies involved, particulars concerning the transactions, name of the Commission authorizing the transaction, and reference to Commission authorization.
- Purchase or sale of an operating unit or system: Briefly describe the property, and the related transactions, and cite Commission authorization, if any was required. Give date journal entries called for by Uniform System of Accounts were submitted to the Commission.
- Important leaseholds (other than leaseholds for natural gas lands) that have been acquired or given, assigned or surrendered: Give effective dates, lengths of terms, names of parties, rents, and other conditions. State name of Commission authorizing lease and give reference to such authorization.
- Important extension or reduction of transmission or distribution system: State territory added or relinquished and date operations began or ceased and cite Commission authorization, if any was required. State also the approximate number of customers added or lost and approximate annual revenues of each class of service.

Each natural gas company must also state major new continuing sources of gas made available to it from purchases, development, purchase contract or otherwise, giving location and approximate total gas volumes available, period of contracts, and other parties to any such arrangements, etc.

- Obligations incurred or assumed by respondent as guarantor for the performance by another of any agreement or obligation, including ordinary commercial paper maturing on demand or not later than one year after date of issue: State on behalf of whom the obligation was assumed and amount of the obligation. Cite Commission authorization if any was required.
- Changes in articles of incorporation or amendments to charter: Explain the nature and purpose of such changes or amendments.
- State the estimated annual effect and nature of any important wage scale changes during the year.
- State briefly the status of any materially important legal proceedings pending at the end of the year, and the results of any such proceedings culminated during the year.
- Describe briefly any materially important transactions of the respondent not disclosed elsewhere in this report in which an officer, director, security holder, voting trustee, associated company or known associate of any of these persons was a party or in which any such person had a material interest.
- Estimated increase or decrease in annual revenues caused by important rate changes: State effective date and approximate amount of increase or decrease for each revenue classification. State the number of customers affected.
- Describe fully any changes in officers, directors, major security holders and voting powers of the respondent that may have occurred during the reporting period.
- In the event that the respondent participates in a cash management program(s) and its proprietary capital ratio is less than 30 percent please describe the significant events or transactions causing the proprietary capital ratio to be less than 30 percent, and the extent to which the respondent has amounts loaned or money advanced to its parent, subsidiary, or affiliated companies through a cash management program(s). Additionally, please describe plans, if any to regain at least a 30 percent proprietary ratio.

- New Franchise created by the City of Mount Sterling, Kentucky, 3% of revenues.
- None
- None
- None
- None
- None
- None
- None
- None
- None
- None
- None
- None

May 5, 2020 – Joseph W. Mulpas resigned as Vice President, Chief Accounting Officer and Controller

July 31, 2020 – Heather Bauer resigned as Chief Customer Officer; Shawn Anderson resigned as Vice President, Strategy and Chief Risk Officer; Robert M. Kitchell resigned as Vice President, Projects and Construction, Gas.

August 1, 2020 – Daniel A. Creekmur elected Senior Vice President, Gas Utilities; Shawn Anderson elected Senior Vice President and Chief Strategy and Risk Officer; Heather Bauer elected Vice President, Customer Experience.

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 03/31/2021	Year Ending Dec. 31, 2020
Important Changes During the Quarter/Year			

August 3, 2020 – Gunnar J. Gode elected Vice President, Chief Accounting Officer and Controller.

October 23, 2020 – Michael D. Watson resigned as Vice President, Supply and Optimization.

December 31, 2020 – Robert V. Mooney resigned as Vice President, Construction and Engineering Services.

13. None

Name of Respondent		This Report is:	Date of Report	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	(Mo, Da, Yr) March 31, 2021	Dec. 31, 2020
COMPARATIVE BALANCE SHEET (ASSETS AND OTHER DEBITS)				
Line No.	Title of Account (a)	Reference Page Number (b)	Balance at End of Current Year (In Dollars) (c)	Balance at End of Previous Year (In Dollars) (d)
1	UTILITY PLANT			
2	Utility Plant (101-106, 114)	200-201	593,479,113	540,271,268
3	Construction Work in Progress (107)	200-201	13,194,954	6,796,654
4	TOTAL Utility Plant (Total of lines 2 and 3)	200-201	606,674,067	547,067,922
5	(Less) Accum Provision for Depr, Amort, Depl (108,111,115)		168,016,238	163,613,999
6	Net Utility Plant (Total of line 4 less 5)		438,657,829	383,453,923
7	Nuclear Fuel(120.1 thru 120.4, and 120.6)		0	0
8	(Less) Accum Provision for Amort. of Nuclear Fuel Assemblies (120.5)		0	0
9	Nuclear Fuel (Total of line 7 less 8)		0	0
10	Net Utility Plant (Total of lines 6 and 9)		438,657,829	383,453,923
11	Utility Plant Adjustments (116)	122	0	0
12	Gas Stored- Base Gas (117 1)	220	0	0
13	System Balancing Gas (117 2)	220	0	0
14	Gas Stored in Reservoirs and Pipelines - Noncurrent (117.3)	220	0	0
15	Gas Owned to System Gas(117.4)	220	0	0
16	OTHER PROPERTY AND INVESTMENTS			
17	Nonutility Property (121)		0	0
18	(Less) Accum Provision for Depreciation and Amortization (122)		0	0
19	Investments in Associated Companies (123)	222-223	0	0
20	Investments in Subsidiary Companies (123 1)	224-225	739,997	697,765
21	(For Cost of Account 123.1 See Footnote Page 224, line 40)			
22	Noncurrent Portion of Allowances		0	0
23	Other Investments (124)	222-223	0	0
24	Sinking Funds (125)		0	0
25	Depreciation Fund (126)		0	0
26	Amortization Fund - Federal (127)		0	0
27	Other Special Funds (128)		2,047,580	288,286
28	Long - Term Portion of Derivative Assets (175)		0	0
29	Long - Term Portion of Derivative Assets - Hedges (176)		0	0
30	TOTAL Other Property and Investments (Total of lines 17-20, 22-29)		2,787,577	986,051
31	CURRENT AND ACCRUED ASSETS			
32	Cash (131)		781,573	689,849
33	Special Deposits (132-134)		0	0
34	Working Funds (135)		0	0
35	Temporary Cash Investments (136)	222-223	0	0
36	Notes Receivable (141)		0	0
37	Customer Accounts Receivable (142)		11,897,510	12,175,772
38	Other Accounts Receivable (143)		1,603,373	1,492,128
39	(Less) Accum Provision for Uncollectible Accounts - Credit (144)		2,835,420	650,967
40	Notes Receivable from Associated Companies (145)		0	0
41	Accounts Receivable from Associated Companies (146)		(4,534)	411,128
42	Fuel Stock (151)		0	0
43	Fuel Stock Expenses Undistributed (152)		0	0

Name of Respondent		This Report is:	Date of Report	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	(Mo, Da, Yr) March 31, 2021	Dec. 31, 2020
COMPARATIVE BALANCE SHEET (ASSETS AND OTHER DEBITS)				
Line No.	Title of Account (a)	Reference Page Number (b)	Balance at End of Current Year (In Dollars) (c)	Balance at End of Previous Year (In Dollars) (d)
44	Residuals (Elec) and Extracted Products (Gas) (153)		0	0
45	Plant Materials and Operating Supplies (154)		298,708	159,156
46	Merchandise (155)		0	0
47	Other Materials and Supplies (156)		0	0
48	Nuclear Materials Held for Sale (157)		0	0
49	Allowances (158.1 and 158.2)		0	0
50	(Less) Noncurrent Portion of Allowances		0	0
51	Stores Expense Undistributed (163)		0	0
52	Gas Stored Underground - Current (164.1)	220	39,756,984	44,397,031
53	Liquefied Natural Gas Stored and Held for Processing (164.2 thru 164.3)	220	0	0
54	Prepayments (165)	230	1,340,251	1,779,184
55	Advances for Gas (166 thru 167)		0	0
56	Interest and Dividends Receivable (171)		0	0
57	Rents Receivable (172)		0	0
58	Accrued Utility Revenues (173)		14,812,891	11,893,187
59	Miscellaneous Current and Accrued Assets (174)		7,278,117	6,706,652
60	Derivative Instrument Assets (175)		0	0
61	(Less) Long-Term Portion of Derivative Instrument Assets - (175)		0	0
62	Derivative Instrument Assets - Hedges (176)		0	0
63	(Less) Long-Term Portion of Derivative Instrument Assets - Hedges (176)		0	0
64	Total Current and Accrued Assets (Enter total of lines 32 thru 63)		74,929,453	79,053,120
65	DEFERRED DEBITS			
66	Unamortized Debt Expense (181)	258-259	0	0
67	Extraordinary Property Losses (182.1)	230	0	0
68	Unrecovered Plant and Regulatory Study Costs (182.2)	230	0	0
69	Other Regulatory Assets (182.3)	232	7,947,184	12,552,251
70	Preliminary Survey and Investigation Charges (Electric) (183)		0	0
71	Prelim. Survey and Investigation Charges (Gas) (183.1 and 183.2)		1,564,504	476,568
72	Clearing Accounts (184)		0	0
73	Temporary Facilities (185)		0	0
74	Miscellaneous Deferred Debits (186)	233	3,099,547	3,323,783
75	Deferred Losses from Disposition of Utility Plant (187)		0	0
76	Research, Development, and Demonstration Expend. (188)		0	0
77	Unamortized Loss on Recquired Debt (189)	260	0	0
78	Accumulated Deferred Income Taxes (190)	234-235	18,259,989	19,909,719
79	Unrecovered Purchased Gas Costs (191)		(7,385,333)	(4,201,677)
80	TOTAL Deferred Debits (Total of lines 66 thru 79)		23,485,891	32,060,644
81	TOTAL Assets and Other Debits (Total of lines 10-15, 30,64 and 80)		539,860,750	495,553,738

Name of Respondent		This Report is:	Date of Report	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	(Mo, Da, Yr) March 31, 2021	Dec. 31, 2020
COMPARATIVE BALANCE SHEET (LIABILITIES AND OTHER CREDITS)				
Line No.	Title of Account (a)	Reference Page Number (b)	Balance at End of Current Year (In Dollars) (c)	Balance at End of Previous Year (In Dollars) (d)
1	PROPRIETARY CAPITAL			
2	Common Stock Issued (201)	250-251	23,806,200	23,806,200
3	Preferred Stock issued (204)	250-251	0	0
4	Capital Stock Subscribed (202, 205)	252	0	0
5	Stock Liability for Conversion (203, 206)	252	0	0
6	Premium on Capital Stock (207)	252	0	0
7	Other Paid-In Capital (208-211)	253	15,018,524	9,018,524
8	Installments Received on Capital Stock (212)	252	0	0
9	(Less) Discount on Capital Stock (213)	254	0	0
10	(Less) Capital Stock Expense (214)	254	0	0
11	Retained Earnings (215 , 215 1, 216)	118-119	147,438,225	135,860,202
12	Unappropriated Undistributed Subsidiary Earnings (216 1)	118-119	0	0
13	(Less) Reacquired Capital Stock (217)	250-251	0	0
14	Accumulated Other Comprehensive Income (219)	117	0	0
15	TOTAL Proprietary Capital (Total of lines 2 thru 14)		186,262,949	168,684,926
16	LONG TERM DEBT			
17	Bonds (221)	256-257	0	0
18	(Less) Reacquired Bonds (222)	256-257	0	0
19	Advances from Associated Companies (223)	256-257	154,375,000	142,375,000
20	Other Long-Term Debt (224)	256-257	0	0
21	Unamortized Premium on Long-Term Debt (225)	258-259	0	0
22	(Less) Unamortized Discount on Long-Term Debt- Dr (226)	258-259	0	0
23	(Less) Current Portion of Long-Term Debt		0	0
24	TOTAL Long-Term Debt (Total of lines 17 thru 23)		154,375,000	142,375,000
25	OTHER NONCURRENT LIABILITIES			
26	Obligations Under Capital Leases - Noncurrent (227)		448,383	560,677
27	Accumulated Provision for Property Insurance (228 1)		0	0
28	Accumulated Provision for Injuries and Damages (228 2)		23,406	(18,240)
29	Accumulated Provision for Pensions and Benefits (228 3)		2,409,125	3,635,819
30	Accumulated Miscellaneous Operating Provisions (228 4)		789,357	0
31	Accumulated Provision for Rate Refunds (229)		0	0

Name of Respondent		This Report is:	Date of Report	Year of Report
COLUMBIA GAS of KENTUCKY , Inc.		[X] An Original [] A Resubmission	(Mo, Da, Yr) March 31, 2021	Dec. 31, 2020
COMPARATIVE BALANCE SHEET (LIABILITIES AND OTHER CREDITS) (CONTINUED)				
Line No.	Title of Account (a)	Reference Page Number (b)	Balance at End of Current Year (In Dollars) (c)	Balance at End of Previous Year (In Dollars) (d)
32	Long-Term Portion of Derivative Instrument Liabilities		0	0
33	Long-Term Portion of Derivative Instrument Liabilities - Hedges		0	0
34	Asset Retirement Obligations (230)			
35	TOTAL Other Noncurrent Liabilities (Total of lines 26 thru 34)		3,670,271	4,178,256
36	CURRENT AND ACCRUED LIABILITIES			
37	Current Portion of Long-term Debt		0	0
38	Notes Payable (231)		0	0
39	Accounts Payable (232)		10,727,551	11,733,906
40	Notes Payable to Associated Companies (233)		0	0
41	Accounts Payable to Associated Companies (234)		38,848,096	26,298,370
42	Customer Deposits (235)		2,105,611	2,371,787
43	Taxes Accrued (236)	262-263	14,750,537	11,736,997
44	Interest Accrued (237)		28,072	43,265
45	Dividends Declared (238)		0	0
46	Matured Long-Term Debt (239)		0	0
47	Matured Interest (240)		0	0
48	Tax Collections Payable (241)		1,254,521	1,502,365
49	Miscellaneous Current and Accrued Liabilities (242)	268	18,356,197	18,442,806
50	Obligations Under Capital Leases - Current (243)		376,241	436,996
51	Derivative Instrument Liabilities (244)		0	0
52	(Less) Long-Term Portion of Derivative Instrument Liabilities		0	0
53	Derivative Instrument Liabilities - Hedges (245)		0	0
54	(Less) Long-Term Portion of Derivative Instrument Liabilities - Hedges		0	0
55	TOTAL Current and Accrued Liabilities (Total of lines 37 thru 54)		86,446,826	72,566,492
56	DEFERRED CREDITS			
57	Customer Advances for Construction (252)		2,833,413	3,036,668
58	Accumulated Deferred Investment Tax Credits (255)		52,830	74,531
59	Deferred Gains from Disposition of Utility Plant (256)		0	0
60	Other Deferred Credits (253)	269	0	0
61	Other Regulatory Credits (254)	278	39,633,906	41,205,512
62	Unamortized Gain on Reacquired Debt (257)	260	0	0
63	Accumulated Deferred Income Taxes - Accelerated Amortization (281)		0	0
64	Accumulated Deferred Income Taxes - Other Property (282)		66,156,191	61,765,133
65	Accumulated Deferred Income Taxes - Other (283)		429,364	1,667,220
66	TOTAL Deferred Credits (Total of lines 57 thru 65)		109,105,704	107,749,064
67	TOTAL Liabilities and Other Credits (Total of lines 15,24,35,55 and 66)		539,860,750	495,553,738

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) March 31, 2021	Year of Report Dec. 31, 2020
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STATEMENT OF INCOME FOR THE YEAR

1. Report amounts for accounts 412 and 413, Revenue and Expenses from Utility Plant Leased to Others, in another utility column (l,j) in a similar manner to a utility department. Spread the amount (s) over lines 2 thru 24 as appropriate. Include these amounts in columns (c) and (d) totals.
2. Report amounts in account 414, Other Utility Operating Income, in the same manner as accounts 412 and 413 above.
3. Report data for lines 7,9, and 10 for Natural Gas companies using accounts 404.1, 404.2, 404.3, 407.1, and 407.2.

Line No.	Account (a)	(Ref.) Page No. (b)	TOTAL	
			Current Year (c)	Previous Year (d)
1	UTILITY OPERATING INCOME			
2	Gas Operating Revenues (400)	300-301	131,005,836	137,927,987
3	Operating Expenses			
4	Operation Expenses (401)	317-325	81,449,884	90,071,564
5	Maintenance Expenses (402)	317-325	5,753,656	5,768,694
6	Depreciation Expense (403)	336-338	13,489,911	12,372,427
7	Depreciation Expense for Asset Retirement Costs (403.1)	336-338		
8	Amort. & Depl. of Utility Plant (404-405)	336-338	1,679,797	1,511,512
9	Amort. of Utility Plant Acq. Adj. (406)	336-338	0	0
10	Amort of Property Losses, Unrecovered Plant and Regulatory Study Costs (407.1)		0	0
11	Amort. of Conversion Expenses (407.2)		0	0
12	Regulatory Debits (407.3)		0	0
13	(Less) Regulatory Credits (407.4)		0	0
14	Taxes Other Than Income Taxes (408.1)	262-263	6,749,593	5,747,586
15	Income Taxes - Federal (409.1)	262-263	449,908	1,558,516
16	Income Taxes - Other (409.1)	262-263	8,546	(19,045)
17	Provision for Deferred Income Taxes (410.1)	234-235	9,483,406	5,953,397
18	(Less) Provision for Deferred Income Taxes-Cr. (411.1)	234-235	6,006,021	4,284,817
19	Investment Tax Credit Adj. - Net (411.4)		(21,701)	(24,396)
20	(Less) Gains from Disp. of Utility Plant (411.6)		0	0
21	Losses from Disposition of Utility Plant (411.7)		0	0
22	(Less) Gains from Disposition of Allowances (411.8)		0	0
23	Losses from Disposition of Allowances (411.9)		0	0
24	Accretion Expense (411.10)			
25	TOTAL Utility Operating Expenses (Enter Total of lines 4 thru 24)		113,036,979	118,655,438
26	Net Utility Operating Income (Enter Total of line 2 less 25) (Carry forward to page 116, line 27)		17,968,857	19,272,549

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.		This Report Is: (1) X An Original (2) A Resubmission		Date of Report (Mo, Da, Yr) March 31, 2021		Year of Report Dec. 31, 2020	
STATEMENT OF INCOME FOR THE YEAR (Continued)							
resulting from settlement of any rate proceeding affecting revenues received or costs incurred for power or gas purchases, and a summary of the adjustments made to may be attached at page 122. year which had an effect on net income, including the				basis of allocations and apportionments from those used in the preceding year. Also give the approximate dollar effect of such changes. tional utility departments, supply the appropriate account			
ELECTRIC UTILITY		GAS UTILITY		OTHER UTILITY		Line No.	
Current Year (e)	Previous Year (f)	Current Year (g)	Previous Year (h)	Current Year (i)	Previous Year (j)		
		131,005,836	137,927,987		-		1
							2
		81,449,884	90,071,564	-	-		3
		5,753,656	5,768,694	-	-		4
		13,489,911	12,372,427	-	-		5
							6
		1,679,797	1,511,512	-	-		7
		0	0	-	-		8
		0	0	-	-		9
		0	0	-	-		10
		0	0	-	-		11
		0	0	-	-		12
		0	0	-	-		13
		6,749,593	5,747,586	-	-		14
		449,908	1,558,516	-	-		15
		8,546	(19,045)	-	-		16
		9,483,406	5,953,397	-	-		17
		6,006,021	4,284,817	-	-		18
		(21,701)	(24,396)	-	-		19
		0	0	-	-		20
		0	0	-	-		21
		0	0	-	-		22
		0	0	-	-		23
		113,036,979	118,655,438	-	-		24
		17,968,857	19,272,549	-	-		25
							26

Name of Respondent		This Report is:	Date of Report	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	(Mo, Da, Yr) March 31, 2021	Dec. 31, 2020
STATEMENT OF INCOME FOR THE YEAR (CONTINUED)				
Line No.	Title of Account (a)	Reference Page Number (b)	Balance at End of Current Year (In Dollars) (c)	Balance at End of Previous Year (In Dollars) (d)
27	Net Utility Operating Income (Carried Forward from page 114)		17,968,857	19,272,549
28	OTHER INCOME AND DEDUCTIONS			
29	Other Income			
30	Nonutility Operating Income			
31	Revenues From Merchandising, Jobbing and Contract Work (415)		0	0
32	(Less) Costs and Exp. Of Merchandising, Job & Contract Work (416)		0	0
33	Revenues From Nonutility Operations (417)		262,280	357,426
34	(Less) Expenses of Nonutility Operations (417.1)		(9,781)	0
35	Nonoperating Rental Income (418)		0	0
36	Equity in Earnings of Subsidiary Companies (418.1)	119	42,232	54,096
37	Interest and Dividend Income (419)		0	45,579
38	Allowance for Other Funds Used During Construction (419.1)		199,654	179,308
39	Miscellaneous Nonoperations Income (421)		1,343,671	3,739,009
40	Gain on Disposition of Property (421.1)		0	0
41	TOTAL Other Income (Total of Lines 31 Thru 40)		1,857,618	4,375,418
42	OTHER INCOME DEDUCTIONS			
43	Loss on Disposition of Property (421.2)		4	1,177
44	Miscellaneous Amortization (425)		(25,903)	(25,903)
45	Donations (426.1)	340	47,384	118,299
46	Life Insurance (426.2)	340	0	0
47	Penalties (426.3)	340	243,522	180,000
48	Expenditures for Certain Civic, Political and Related Activities (426.4)	340	4,708	976
49	Other Deductions (426.5)	340	168,677	256,908
50	TOTAL Other Income Deductions (Total of Lines 43 Thru 49)	340	438,392	531,457
51	TAXES APPLIC TO OTHER INCOME AND DEDUCTIONS			
52	Taxes Other Than Income Taxes (408.2)	262-263	0	0
53	Income Taxes - Federal (409.2)	262-263	332,759	792,733
54	Income Taxes - Other (409.2)	262-263	82,301	198,680
55	Provision for Deferred Income Taxes (410.2)	234-235,274-277	0	0
56	(Less) Provision for Deferred Income Taxes - Credit (411.2)	234-235,274-277	62,330	10,400
57	Investment Tax Credit Adj. - Net (411.5)		0	0
58	(Less) Investment Tax Credits (420)		0	0
59	TOTAL Taxes on Other Income and Deductions (Total of Lines 52-58)		352,730	981,013
60	NET Other Income and Deductions (Total of Lines 41, 50, 59)		1,066,496	2,862,948
61	INTEREST CHARGES			
62	Interest on Long Term Debt (427)		0	0
63	Amort. Of Debt Disc. and Expense (428)	258-259	0	0
64	Amortization of Loss on Reaquired Debt (428.1)		0	0
65	(Less) Amort. of Premium on Debt-Credit (429)	258-259	0	0
66	(Less) Amortization of Gain on Reacquired Debt - Credit (429.1)		0	0
67	Interest on Debt to Associated Companies (430)	340	7,586,865	6,942,160
68	Other Interest Expense (431)	340	1,063	59,190
69	(Less) Allowance for Borrowed Funds Used During Const. - Cr. (432)		130,598	217,853
70	NET Interest Charges (Total of Lines 62 Thru 69)		7,457,330	6,783,497
71	Income Before Extraordinary Items (Total of Lines 27, 60, 70)		11,578,023	15,352,000
72	EXTRAORDINARY ITEMS			
73	Extraordinary Items (434)		0	0
74	(Less) Extraordinary Deductions (435)		0	0
75	NET Extraordinary Items (Total of Line 73 Less Line 74)		0	0
76	Income Taxes - Federal and Other (409.3)	262-263	0	0
77	Extraordinary Items After Taxes (Total of Line 75 Less Line 76)		0	0
78	NET INCOME (Total of Lines 71 and 77)		11,578,023	15,352,000

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Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.		This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo.Da.Yr.) March 31, 2021	Year of Report Dec. 31, 2020	
Statement of Accumulated Comprehensive Income and Hedging Activities					
1. Report in columns (b) (c) and (e) the amounts of accumulated other coimprehensive income items , on a net-of-tax basis, where appropriate. 2. Report in columns (f) and (g) the amounts of other categories of other cash flow hedges. 3. For each category of hedges that have been accounted for as "fair value hedges", report the accounts affected and the related amounts in a footnote.					
Line No.	Item (a)	Unrealized Gains and Losses on available for sale securities (b)	Minimum Pension liability Adjustment (net amount) (c)	Foreign Currency Hedges (d)	Other Adjustments (e)
1	Balance of Account 219 at Beginning of Preceding Year				
2	Preceding Year Reclassification from Account 219 to Net Income				
3	Preceding Year Changes in Fair Value				
4	Total (lines 2 and 3)				
5	Balance of Account 219 at End of Preceding Year				
6	Balance of Account 219 at Beginning of Current Year				
7	Current Year Reclassifications from Account 219 to Net Income				
8	Current Year Changes in Fair Value				
9	Total (lines 7 and 8)				
10	Balance of Account 219 at End of Current Year				

Name of Respondent		This Report Is:		Date of Report	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission		(Mo.Da.Yr.) March 31, 2021	Dec. 31, 2020
Statement of Accumulated Comprehensive Income and Hedging Activities					
Line No.	Other Cash Flow Hedges (Specify) (f)	Other Cash Flow Hedges (Specify) (g)	Totals for each Category of Items recorded in Account 219 (h)	Net Income (Carried Forward from Page 116, Line 78) (i)	Total Comprehensive Income (j)
1					
2					
3					
4				15,352,000	15,352,000
5					
6					
7					
8					
9				11,578,023	11,578,023
10					

Name of Respondent		This Report Is:	Date of Report (Mo.Da.Yr.)	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	March 31, 2021	Dec. 31, 2020
STATEMENT OF RETAINED EARNINGS FOR THE YEAR				
1. Report all changes in appropriated retained earnings, unappropriated retained earnings, and unappropriated undistributed subsidiary earnings for the year.		3. State the purpose and amount for each reservation or appropriation of retained earnings.		
2. Each credit and debit during the year should be identified as to the retained earnings account in which recorded (Accounts 433, 436-439 inclusive). Show the contra primary account affected in column (b).		4. List first account 439, <i>Adjustments to Retained Earnings</i> , reflecting adjustments to the opening balance of retained earnings. Follow by credit, then debit items, in that order.		
		5. Show dividends for each class and series of capital stock.		
Line No.	Item (a)	Contra Primary Account Affected (b)	Current Year Amount (in dollars) (c)	Previous Year Amount (in dollars) (d)
UNAPPROPRIATED RETAINED EARNINGS				
1	Balance-Beginning of Year		135,860,202	120,508,202
2	Changes(Identify by prescribed retained earnings accounts)			
3	Adjustments to Retained Earnings (Account 439)* <i>see footnote at bottom</i>			
4	TOTAL Credits to Retained Earnings (Account 439) (footnote details)		0	0
5	TOTAL Debits to Retained Earnings (Account 439) (footnote details)		0	0
6	Balance Transferred from Income (Acct 433 less Acct 418 1)		11,578,023	15,352,000
7	Appropriations of Retained Earnings (Account 436)			
8	TOTAL Appropriations of Retained Earnings (Account 436)			
9	Dividends Declared- Preferred Stock (Account 437)			
10	TOTAL Dividends Declared -Preferred Stock (Account 437)			
11	Dividends Declared - Common Stock (Account 438)			
11 01	Common Stock Dividends		0	0
11 02				
11 03				
12	TOTAL Dividends Declared -Common Stock (Account 438) (Total of Lines 11 01 thru 11 03)		0	0
12a	Rounding Adjustment		0	0
13	Transfers from Account 216 1, Unappropriated Undistributed Subsidiary Earnings			
14	Balance-End of Year (Total of lines 1,4,5,6,8,10,12 and 13)		147,438,225	135,860,202
APPROPRIATED RETAINED EARNINGS (Account 215)				
15	TOTAL Appropriated Retained Earnings (Account 215)(footnote)			
16	APPROPRIATED RETAINED EARNINGS-AMORTIZED RESERVE,FEDERAL(Account 215.1)			
17	TOTAL Appropriated Retained Earnings- Amortization Reserve, Federal (Account 215.1)			
18	TOTAL Appropriated Retained Earnings(Accounts 215,215.1) Total of Lines			
18	Total Retained Earnings (Accounts 215,215.1,216)(Totals of Line 14 and 18)		147,438,225	135,860,202
UNAPPROPRIATED UNDISTRIBUTED SUBSIDIARY EARNINGS(Account 216.1)				
19	Balance-Beginning of Year(Debit or Credit)			
20	Equity in Earnings for Year(Credit)(Account 418.1)			
21	(Less)Dividends Received(Debit)			
22	Other Changes (Explain)			
23	Balance-End of Year (Total of lines 1,4,5,6,8,10,12 and 13)			

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Name of Respondent		This Report is:	Date of Report	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	(Mo. Da. Yr) March 31, 2021	Dec. 31, 2020
STATEMENT OF CASH FLOWS				
1. Information about noncash investing and financing activities should be provided on page 122. Provide also on page 122 a reconciliation between "Cash and Cash Equivalents at End of Year" with related amounts on the balance sheet.		3. Operating Activities - Other: Includes gains and losses pertaining to operating activities only. Gains and losses pertaining to investing and financing activities should be reported in those activities. Show on page 122 the amounts of interest paid (net of amounts capitalized) and income taxes paid.		
2. Under "Other" specify significant amounts and group others.				
Line No.	DESCRIPTION (See Instructions for Explanation of Codes) (a)	Current Year Amount (b)	Previous Year Amount (c)	
1	Net Cash Flow from Operating Activities:			
2	Net Income (Line 72(c) on page 116)	11,578,023	15,352,000	
3	Noncash Charges (Credits) to Income:			
4	Depreciation and Depletion	13,489,911	12,372,427	
5	Amortization of (Specify) Other Gas Plant & Acquisition Adjustments	1,679,797	1,511,512	
6	Deferred Income Taxes (Net)	3,153,202	2,350,093	
7	Investment Tax Credit Adjustments (Net)	(21,701)	(24,396)	
8	Net (Increase) Decrease in Receivables	2,767,132	(1,707,043)	
9	Net (Increase) Decrease in Inventory	(139,552)	(17,805)	
10	Net (Increase) Decrease in Allowances Inventory	0	0	
11	Net Increase (Decrease) in Payables and Accrued Expenses	11,456,762	11,033,808	
12	Net (Increase) Decrease in Other Regulatory Assets	4,605,067	2,118,975	
13	Net Increase (Decrease) in Other Regulatory Liabilities	(1,571,606)	(2,102,018)	
14	(Less) Allowance for Other Funds Used During Construction	(199,654)	(179,308)	
15	(Less) Undistributed Earnings from Subsidiary Companies			
16	Other: (See Notes on Page 122)	5,468,303	1,188,585	
17	Net Cash Provided by (Used in) Operating Activities			
18	(Total of lines 2 thru 16)	52,664,992	42,255,446	
19				
20	Cash Flows from Investment Activities:			
21	Construction and Acquisition of Plant (including land):			
22	Gross Additions to Utility Plant (less nuclear fuel)			
23	Gross Additions to Nuclear Fuel			
24	Gross Additions to Common Utility Plant	(70,373,614)	(57,824,466)	
25	Gross Additions to Nonutility Plant			
26	(Less) Allowance for Other Funds Used During Construction	199,654	179,308	
27	Other: Changes in Accrued Plant in Service			
28	Cash Outflows for Plant (Total of lines 22 thru 27)	(70,573,268)	(58,003,774)	
29				
30	Acquisition of Other Noncurrent Assets (d)			
31	Proceeds from Disposal of Noncurrent Assets (d)			
32				
33	Investments in and Advances to Assoc. and Subsidiary Companies			
34	Contributions and Advances from Assoc. and Subsidiary Companies			
35	Disposition of Investments in (and Advances to)			
36	Associated and Subsidiary Companies			
37				
38	Purchase of Investment Securities (a)			
39	Proceeds from Sales of Investment Securities (a)			

Name of Respondent		This Report is:	Date of Report	Year of Report
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STATEMENT OF CASH FLOWS (Continued)				
4. Investing Activities: Include at Other (Line 27) net cash outflow to acquire other companies. Provide a reconciliation of assets acquired with liabilities assumed on page 122. Do not include on this statement the dollar amount of leases capitalized per U S of A General Instruction 20; instead provide a reconciliation of the dollar amount of leases capitalized with the plant cost on page 122.		5. Codes used: (a) Net proceeds or payments. (b) Bonds, debentures and other long-term debt. (c) Include commercial paper. (d) Identify separately such items as investments, fixed assets, intangibles, etc. 6. Enter on page 122 clarifications and explanations. 7. At lines 5,16,27,47,56,58, and 65, add rows as necessary to report all data. Number the extra rows in sequence, 5 01, 5 02, etc.		
Line No.	DESCRIPTION (See Instruction No. 5 for Explanation of Codes) (a)	Current Year Amount (b)	Previous Year Amount (c)	
40	Loans Made or Purchased			
41	Collections on Loans			
42				
43	Net (Increase) Decrease in Receivables			
44	Net (Increase) Decrease in Inventory			
45	Net (Increase) Decrease in Allowances Held for Speculation			
46	Net Increase (Decrease) in Payables and Accrued Expenses			
47	Other:			
48	Net Cash Provided by (Used in) Investing Activities			
49	(Total of lines 28 thru 47)	(70,573,268)	(58,003,774)	
50				
51	Cash Flows from Financing Activities:			
52	Proceeds from Issuance of:			
53	Long-Term Debt (b)	12,000,000	15,000,000	
54	Preferred Stock			
55	Common Stock	6,000,000	0	
56	Other:			
57	Net Increase in Short-Term Debt (c)			
58	Other:			
59	Cash Provided by Outside Sources (Total of lines 53 thru 58)	18,000,000	15,000,000	
60				
61	Payments for Retirement of:			
62	Long-Term Debt (b)	0	0	
63	Preferred Stock			
64	Common Stock			
65	Other:			
66	Net Decrease in Short-Term Debt (c)			
67				
68	Dividends on Preferred Stock			
69	Dividends on Common Stock	0	0	
70	Net Cash Provided by (Used in) Financing Activities			
71	(Total of lines 59 thru 69)	18,000,000	15,000,000	
72	Adjustment to Retained Earnings for 2012	0	0	
73				
74	Net Increase (Decrease) in Cash and Cash Equivalents			
75	(Total of lines 18, 49 and 71)	91,724	(748,328)	
76				
77	Cash and Cash Equivalents at Beginning of Year	689,849	1,438,177	
78				
79	Cash and Cash Equivalents at End of Year	781,573	689,849	

Name of Respondent	This Report Is:	Date of Report	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.	<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	(Mo, Da, Yr) March 31, 2021	Dec. 31, 2020
NOTES TO FINANCIAL STATEMENT			
<p>1 Provide important disclosures regarding the Balance Sheet, Statement of Income for the Year, Statement of Retained Earnings for the Year, and Statement of Cash Flow, or any account thereof. Classify the disclosures according to each financial statement, providing a subheading for each statement except where a disclosure is applicable to more than one statement. The disclosures must be on the same subject matters and in the same level of detail that would be required if the respondent issued general purpose financial statements to the public or shareholders.</p> <p>2 Furnish details as to any significant contingent assets or liabilities existing at year end, and briefly explain any action initiated by the Internal Revenue Service involving possible assessment of additional income taxes of material amount, or a claim for refund of income taxes of a material amount initiated by the utility. Also, briefly explain any dividends in arrears on cumulative preferred stock.</p> <p>3 Furnish details on the respondent's pension plans, post-retirement benefits other than pensions (PBOP) plans, and post-employment benefit plans as required by instruction no 1 and, in addition, disclose for each individual plan the current year's cash contributions. Furnish details on the accounting for the plans and any changes in the method of accounting for them. Include details on the accounting for transition obligations or assets, gains or losses, the amounts deferred and the expected recovery periods. Also, disclose any current year's plan or trust curtailments, terminations, transfers, or reversions of assets.</p> <p>4 Where Account 189, <i>Unamortized Loss on Recquired Debt</i>, and 257, <i>Unamortized Gain on Recquired Debt</i>, are not used, give an explanation, providing the rate treatment given these items. See General Instruction 17 of the Uniform System of Accounts.</p> <p>5 Explain concisely any retained earnings restrictions and state the amount of retained earnings affected by such restrictions.</p> <p>6 Disclose details on any significant financial changes during the reporting year to the respndent or the respondent's consolidated group that directly affect the respondent's gas pipeline operations, including: sales, transfers or mergers of affiliates, investments in new partnerships, sales of gas pipeline facilities or the sale of ownership interests in the gas pipeline to limited partnerships, investments in related industries (i e, production, gathering), major pipeline investments, acquisitions by the parent corporation(s), and distributions of capital.</p> <p>7 Explain concisely unsettled rate proceedings where a contingency exists such that the company may need to refund a material amount to the utility's customers or that the utility may receive a material refund with respect to power or gas purchases. State for each year affected the gross revenues or costs to which the contingency relates and the tax effects and explain the major factors that affect the rights of the utility to retain such revenues or to recover amounts paid with respect to power and gas purchases.</p> <p>8 Explain concisely significant amounts of any refunds made or received during the year resulting from settlement of any rate proceeding affecting revenues received or costs incurred for power or gas prchases, and summarize the adjustments made to balance sheet, income, and expense accounts.</p> <p>9 Explain concisely only those significant changes in accounting methods made during the year which had an effect on net income, including the basis of allocations and apportionments from those used in the preceding year. Also give the approximate dollar effect of such changes.</p>			
<u>Notes to Statement of Cash Flows- Pages 120-121</u>			
<u>Other Non-Cash Charges (Credits) to Income (Line16)</u>			
Unrecovered Purchased Gas Costs		3,183,656	
Gas Stored Underground - Current		4,640,047	
Prepayments		438,933	
Accrued Utility Revenues		(2,919,704)	
Miscellaneous Current and Accrued Assets		(571,465)	
Miscellaneous Deferred Debits		182,004	
Preliminary Surveying and Investigation Charges		(1,087,936)	
Accumulated Deferred Income Taxes - Asset		1,649,730	
Accumulated Provision for Injuries and Damages		41,646	
Obligations for Cap leases		(112,294)	
Customer Deposits		(266,176)	
Accrued Taxes		3,013,540	
Customer Advances for Construction		(203,255)	
Other Deferred Credits		(263,037)	
Obligations Under Capital Leases		(60,755)	
Other Special Funds		(1,759,294)	
Accumulated Provision for Pension and Benefits		(1,226,694)	
Accumulated Miscellaneous Operating Provisions		789,357	
		\$ 5,468,303	
Cash Paid for Interest During 2020		\$ 7,472,523	
Cash Paid for Income Taxes (net of refunds) During 2020		\$ -	

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo. Da. Yr) March 31, 2021	Year of Report Dec. 31, 2020
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NOTES TO FINANCIAL STATEMENTS (Continued)

Notes to Statement of Cash Flows - Pages 120 - 121 (Continued)

Cash and Cash Equivalents at End of Year: Line 79

Cash (Account 131)	\$ 781,573
Working Funds (Account 135)	-
Temporary Cash Investments (Account 136)	-
	<u>\$ 781,573</u>

Pension Plans

The respondent participates in the Columbia Energy Group's noncontributory, qualified defined benefit pension plan covering certain of its employees. Benefits reflect the employees' compensation, years of service and age at retirement. Columbia's funding policy complies with Federal law and tax regulations. No cash contributions for pension plans were made in 2020. Accounting for pension plans is in compliance with Accounting Standards Codification (ASC) No. 715.

Other Post-Retirement Benefits

The respondent provides medical coverage and life insurance to retirees. Certain of the respondent's active employees are eligible for these benefits upon retirement after completing ten consecutive years of service after age 45. For the majority of plan participants, spouses and dependents of retirees are also eligible for medical benefits. Funding for retiree life insurance is through a voluntary employee beneficiary association trust to which annual contributions are made, subject to the maximum tax-deductible limit. Funding for retiree medical costs is through two trusts and a 401(h) account. Cash contributions made for retiree life insurance and medical costs were \$600,000. Accounting for other post-retirement benefits is in compliance with ASC No. 715.

Other Post-Employment Benefits

The respondent provides benefits to former or inactive employees after employment, but before retirement. Such benefits include, but are not limited to, salary continuation, supplemental unemployment, severance, disability, job training, counseling, and continuation of benefits such as health care and life insurance coverage. No cash contributions were made for other post-employment benefits in 2020. Accounting for other post-employment benefits is in compliance with ASC No. 712.

Name of Respondent		This Report Is:	Date of Report	Year Ending
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	(Mo.Da.Yr.) March 31, 2021	Dec. 31, 2020
SUMMARY OF UTILITY PLANT AND ACCUMULATED PROVISIONS FOR DEPRECIATION, AMORTIZATION AND DEPLETION				
Line No.	Item (a)	Total (b)		
1	UTILITY PLANT			
2	In Service			
3	Plant in Service (Classified)	561,399,890		
4	Property Under Capital Leases	*	930,681	
5	Plant Purchased or Sold	-		
6	Completed Construction not Classified	31,925,634		
7	Experimental Plant Unclassified	-		
8	TOTAL Utility Plant (Total of lines 3 thru 7)	594,256,205		
9	Leased to Others	-		
10	Held for Future Use	-		
11	Construction Work in Progress	**	13,194,954	
12	Acquisition Adjustments	(777,092)		
13	TOTAL Utility Plant (Total of lines 8 thru 12)	606,674,067		
14	Accumulated Provisions for Depreciation, Amortization, & Depletion	(168,016,238)		
15	Net Utility Plant (Total of lines 13 and 14)	438,657,829		
16	DETAIL OF ACCUMULATED PROVISIONS FOR DEPRECIATION, AMORTIZATION AND DEPLETION			
17	In Service:			
18	Depreciation	161,719,950		
19	Amortization and Depletion of Producing Natural Gas Land and Land Rights	-		
20	Amortization of Underground Storage Land and Land Rights	-		
21	Amortization of Other Utility Plant	6,427,784		
22	TOTAL In Service (Total of lines 18 thru 21)	168,147,734		
23	Leased to Others			
24	Depreciation	-		
25	Amortization and Depletion	-		
26	TOTAL Leased to Others (Total of lines 24 and 25)	-		
27	Held for Future Use			
28	Depreciation	-		
29	Amortization	-		
30	TOTAL Held for Future Use (Total of lines 28 and 29)	-		
31	Abandonment of Leases (Natural Gas)	-		
32	Amortization of Plant Acquisition Adjustment	(131,496)		
33	TOTAL Accum. Provisions (Should agree with line 14 above)(Total of lines 22,26,30,31,	168,016,238		

* Net of Accumulated Amortization

Name of Respondent	This Report Is:	Date of Report	Year Ending
COLUMBIA GAS OF KENTUCKY, INC.	<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	(Mo.Da.Yr.) March 31, 2021	Dec. 31, 2020

**SUMMARY OF UTILITY PLANT AND ACCUMULATED PROVISIONS
 FOR DEPRECIATION, AMORTIZATION AND DEPLETION (Continued)**

Electric (c)	Gas (d)	Other (Specify) (e)	Common (f)	Line No.
				1
				2
	561,485,061			3
	* 400,000			4
	-			5
	31,925,634			6
				7
	593,810,695			8
	-			9
	-			10
	13,640,464			11
	(777,092)			12
	606,674,067			13
	(168,016,238)			14
	438,657,829			15
				16
				17
	161,719,950			18
	-			19
				20
	6,427,784			21
	168,147,734			22
				23
	-			24
	-			25
	-			26
				27
	-			28
	-			29
	-			30
	-			31
	(131,496)			32
	168,016,238			33

* Net of Accumulated Amortization

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo.Da.Yr.) March 31, 2021	Year of Report Dec. 31, 2020
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GAS PLANT IN SERVICE (Accounts 101, 102, 103, and 106)

- | | |
|--|---|
| <p>1. Report below the original cost of gas plant in service according to the prescribed accounts.</p> <p>2. In addition to account 101, <i>Gas Plant in Service (Classified)</i>, this page and the next include <i>Account 102, Gas Plant Purchased Or Sold</i>, <i>Account 103, Experimental Gas Plant Unclassified</i>, and <i>Account 106, Completed Construction Not Classified-Gas</i>.</p> <p>3. Include in column (c) and (d), as appropriate, corrections of additions or retirements for the current or preceding year.</p> <p>4. Enclose in parenthesis credit adjustments of plant accounts to indicate the negative effect of such accounts.</p> <p>5. Classify Account 106 according to prescribed accounts on an estimated basis if necessary, and include the entries</p> | <p>in column (c). Also to be included in column (c) are entries for reversals of tentative distribution of prior year reported in column (b). Likewise, if the respondent has a significant amount of plant retirements which have not been classified to primary accounts at the end of the year, include in column (d) a tentative distribution of such retirements, on an estimated basis, with appropriate contra entry to the account for accumulated depreciation provision. Include also in column (d) reversals of tentative distributions of prior year's unclassified retirements. Attach supplemental statement showing the account distributions of these tentative classifications in columns (c) and (d),</p> |
|--|---|

Line No.	Account (a)	Balance at Beginning of Year (b)	Additions (c)
1	INTANGIBLE PLANT		
2	301 Organization	521	-
3	302 Franchises and Consents	0	-
4	303 Miscellaneous Intangible Plant	6,881,858	1,473,126
5	TOTAL Intangible Plant (Enter Total of lines 2 thru 4)	6,882,379	1,473,126
6	PRODUCTION PLANT		
7	Natural Gas Production and Gathering Plant		
8	325.1 Producing Land		
9	325.2 Producing Leaseholds		
10	325.3 Gas Rights		
11	325.4 Rights-of-Way		
12	325.5 Other Land and Land Rights		
13	326 Gas Well Structures		
14	327 Field Compressor Station Structures		
15	328 Field Meas. and Reg. Sta. Structures		
16	329 Other Structures		
17	330 Producing Gas Wells-Well Construction		
18	331 Producing Gas Wells-Well Equipment		
19	332 Field Lines		
20	333 Field Compressor Station Equipment		
21	334 Field Meas. and Reg. Sta. Equipment		
22	335 Drilling and Cleaning Equipment		
23	336 Purification Equipment		
24	337 Other Equipment		
25	338 Unsuccessful Exploration & Devel. Costs		
26	TOTAL Production and Gathering Plant (Enter Total of lines 8 thru 25)	-	-
27	PRODUCTION EXTRACTION PLANT		

Name of Respondent		This Report Is:		Date of Report		Year of Report	
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GAS PLANT IN SERVICE (ACCOUNTS 101, 102 103, AND 106) (Continued)							
including the reversals of the prior years tentative account distributions of these amounts. Careful observance of the above instructions and the texts of Accounts 101 and 106 will avoid serious omissions of the respondent's reported amount for plant actually in service at end of year. 6. Show in column (f) reclassifications or transfers within utility plant accounts. Include also in column (f) the additions or reductions of primary account classifications arising from distribution of amounts initially recorded in Account 102. In showing the clearance of Account 102, include in column (e) the amounts with respect to accumulated provision for depreciation, acquisition adjustments, etc., and show in col-				umn (f) only the offset to the debits or credits to primary account classifications. 7. For Account 399, state the nature and use of plant included in this account and if substantial in amount submit a supplementary statement showing subaccount classification of such plant conforming to the requirements of these pages. 8. For each amount comprising the reported balance and changes in Account 102, state the property purchased or sold, name of vendor or purchaser, and date of transaction. If proposed journal entries have been filed with the Commission as required by the Uniform System of Accounts, give date of such filing.			
Retirements		Adjustments		Transfers		Balance at End of Year	
(d)		(e)		(f)		(g)	
						1	
-		-		-		521	
-		-		-		0	
960,877		-		-		7,394,107	
960,877		-		-		7,394,628	
						6	
						7	
						8	
						9	
						10	
						11	
						12	
						13	
						14	
						15	
						16	
						17	
						18	
						19	
						20	
						21	
						22	
						23	
						24	
						25	
-		-		-		-	
						27	
						28	
						29	
						30	
						31	
						32	
						33	

Name of Respondent		This Report Is:	Date of Report (Mo.Da.Yr.)	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	March 31, 2021	Dec. 31, 2020
GAS PLANT IN SERVICE (Accounts 101, 102, 103, and 106) (Continued)				
Line No.	Account (a)	Balance at Beginning of Year (b)	Additions (c)	
34	346 Gas Measuring and Regulating Equipment			
35	347 Other Equipment			
36	TOTAL Products Extraction Plant (Enter Total of lines 28 thru 35)	-		-
37	TOTAL Natural gas Production Plant (Enter Total of lines 26 thru 36)	-		-
38	Manufactured Gas Production Plant (<i>Submit Supplemental Statement</i>)	-		-
39	TOTAL Production Plant (Enter Total of lines 37 thru 38)	-		-
40	NATURAL GAS STORAGE AND PROCESSING PLANT			
41	Underground Storage Plant			
42	350.1 Land			
43	350.2 Rights-of-Way			
44	351 Structures and Improvements			
45	352 Wells			
46	352.1 Storage Leaseholds and Rights			
47	352.2 Reservoirs			
48	352.3 Non-recoverable Natural Gas			
49	353 Lines			
40	354 Compressor Station Equipment			
51	355 Measuring and Reg. Equipment			
52	356 Purification Equipment			
53	357 Other Equipment			
54	TOTAL Underground Storage Plant	-		-
55	Other Storage Plant			
56	360 Land and Land Rights			
57	361 Structures and Improvements			
58	362 Gas Holders			
59	363 Purification Equipment			
60	363.1 Liquefaction Equipment			
61	363.2 Vaporizing Equipment			
62	363.3 Compressor Equipment			
63	363.4 Meas. and Reg. Equipment			
64	363.5 Other Equipment			
65	TOTAL Other Storage Plant	-		-
66	Base Load Liquefied Natural Gas Terminating and Processing Plant			
67	364.1 Land and Land Rights			
68	364.2 Structures and Improvements			
69	364.3 LNG Processing Terminal Equipment			
70	364.4 LNG Transportation Equipment			
71	364.5 Measuring and Regulating Equipment			
72	364.6 Compressor Station Equipment			
73	364.7 Communications Equipment			
74	364.8 Other Equipment			
75	TOTAL Base Load Liquefied Natural Gas, Terminating and Processing			
76	TOTAL Natural Gas Storage and Processing Plant	-		-
77	TRANSMISSION PLANT			
78	365.1 Land and Land Rights			
79	365.2 Rights-of-Way			
80	366 Structures and Improvements			

Name of Respondent		This Report Is:	Date of Report (Mo.Da.Yr.)	Year of Report	
COUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	March 31, 2021	Dec. 31, 2020	
GAS PLANT IN SERVICE (Accounts 101, 102, 103, and 106) (Continued)					
Retirements (d)	Adjustments (e)	Transfers (f)	Balance at End of Year (g)		Line No.
					34
					35
					36
					37
-	-	-	-	-	38
-	-	-	-	-	39
					40
					41
					42
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					44
					45
					46
					47
					48
					49
					50
					51
					52
					53
-	-	-	-	-	54
					55
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					62
					63
					64
-	-	-	-	-	65
					66
					67
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					69
					70
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					72
					73
					74
					75
-	-	-	-	-	76
					77
					78
					79
					80

Name of Respondent		This Report Is:	Date of Report (Mo.Da.Yr.)	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	March 31, 2021	Dec. 31, 2020
GAS PLANT IN SERVICE (Accounts 101, 102, 103, and 106) (Continued)				
Line No.	Account (a)	Balance at Beginning of Year (b)	Additions (c)	
81	367 Mains			
82	368 Compressor Station Equipment			
83	369 Measuring and Regulation Station Equipment			
84	370 Communications Equipment			
85	371 Other Equipment			
86	TOTAL Transmission Plant (Enter Totals of lines 78-85)			-
87	DISTRIBUTION PLANT			
88	374 Land and Land Rights	4,618,700	233,967	
89	375 Structures and Improvements	11,868,694	604,187	
90	376 Mains	285,051,901	32,754,827	
91	377 Compressor Station Equipment	-	-	
92	378 Meas. and Reg. Sta. Equip.-General	15,630,248	7,342,175	
93	379 Meas. and Reg. Sta. Equip.-City Gate	1,524,055	30,089	
94	380 Services	155,061,946	16,134,555	
95	381 Meters	24,725,361	1,213,357	
96	382 Meter Installations	9,522,559	128,302	
97	383 House Regulators	6,432,495	195,988	
98	384 House Reg. Installations	2,085,059	-	
99	385 Industrial Meas. and Reg. Sta. Equipment	4,523,014	349,152	
100	386 Other Prop. on Customers' Premises	-	-	
101	387 Other Equipment	5,899,241	347,612	
102	TOTAL Distribution Plant (Enter Totals of lines 88-101)	526,943,273	59,334,211	
103	GENERAL PLANT			
104	389 Land and Land Rights	-	-	
105	390 Structures and Improvements	-	-	
106	391 Office Furniture and Equipment	2,090,416	22,214	
107	392 Transportation Equipment	120,240	-	
108	393 Stores Equipment	-	-	
109	394 Tools, Shop, and Garage Equipment	3,669,621	415,513	
110	395 Laboratory Equipment	4,163	-	
111	396 Power Operated Equipment	185,547	-	
112	397 Communication Equipment	-	-	
113	398 Miscellaneous Equipment	99,095	4,100	
114	Subtotal (Enter total of lines 104 thru 113)	6,169,082	441,827	
115	399 Other Tangible Property	-	-	
116	TOTAL General Plant	6,169,082	441,827	
117	TOTAL (Accounts 101 and 106)	539,994,735	61,249,164	
118	Gas Plant Purchased (See Instr. 8)	-	-	
119	(Less) Gas Plant Sold (see Instr. 8)	-	-	
120	Experimental Gas Plant Unclassified	-	-	
121	TOTAL Gas Plant In Service	539,994,735	61,249,164	

Name of Respondent		This Report Is:		Date of Report	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.		[X] An Original [] A Resubmission		(Mo.Da.Yr.) March 31, 2021	Dec. 31, 2020
GAS PLANT IN SERVICE (Accounts 101, 102, 103, and 106) (Continued)					
Retirements	Adjustments	Transfers	Balance at	Line	
(d)	(e)	(f)	End of Year	No.	
			(g)		
					81
					82
					83
					84
					85
-	-	-	-		86
					87
57			4,852,610		88
12,916			12,459,965		89
1,974,129			315,832,599		90
-			-		91
688,931			22,283,492		92
-			1,554,144		93
3,276,395			167,920,106		94
409,216			25,529,502		95
26,077			9,624,784		96
3,529			6,624,954		97
-			2,085,059		98
42,137			4,830,029		99
			-		100
160,283			6,086,570		101
6,593,670	-	-	579,683,814		102
					103
-	-	-	-		104
-	-	-	-		105
303,977	-	-	1,808,653		106
-	-	-	120,240		107
-	-	-	-		108
58,342	-	-	4,026,792		109
-	-	-	4,163		110
-	-	-	185,547		111
-	-	-	-		112
1,508	-	-	101,687		113
363,827	-	-	6,247,082		114
-	-	-	-		115
363,827	-	-	6,247,082		116
7,918,374	-	-	593,325,524		117
-	-	-	-		118
					119
-	-	-	-		120
7,918,374	-	-	593,325,524		121

* Does not include Capitalized Leases

COLUMBIA GAS OF KENTUCKY, INC.						
YEAR ENDED DECEMBER 31, 2020						
GAS PLANT IN SERVICE						
DEVELOPMENT OF ADDITIONS FOR YEAR 2020 - COLUMN (c)						
Line No.	Account (a)	Completed Construction Not Classified - Account 106		Transferred from Account 107 (e)	2020 Additions Column (c) (f)	
		Year 2019 (b)	Year 2020 (c)			
1	1. Intangible Plant					
2	301 Organization					
3	302 Franchises and Consents					
4	303 Miscellaneous Intangible Plant	0	0	1,473,126	1,473,126	
5	TOTAL Intangible Plant	0	0	1,473,126	1,473,126	
6	2. Production Plant					
7	Natural Gas Production and Gathering Plant					
8	325.1 Producing Lands					
9	325.2 Producing Leaseholds					
10	325.3 Gas Rights					
11	325.4 Rights-of-Way					
12	325.5 Other Land and Land Rights					
13	326 Gas Well Structures					
14	327 Field Compressor Station Structures					
15	328 Field Meas. and Reg. Sta. Structures					
16	329 Other Structures					
17	330 Producing Gas Wells-Well Construction					
18	331 Producing Gas Wells-Well Equipment					
19	332 Field Lines					
20	333 Field Compressor Station Equipment					
21	334 Field Meas. and Reg. Station Equipment					
22	335 Drilling and Cleaning Equipment					
23	336 Purification Equipment					
24	337 Other Equipment					
25	338 Unsuccessful Exploration & Devel. Costs					
26	TOTAL Production and Gathering Plant	-	-	-	-	
27	Products Extraction Plant					
28	340 Land and Land Rights					
29	341 Structures and Improvements					
30	342 Extraction and Refining Equipment					
31	343 Pipe Lines					
32	344 Extracted Products Storage Equipment					

COLUMBIA GAS OF KENTUCKY, INC.							YEAR ENDED DECEMBER 31, 2020			
GAS PLANT IN SERVICE							DEVELOPMENT OF ADDITIONS FOR YEAR 2020 - COLUMN (c)			
Line No	Account (a)	Completed Construction Not Classified - Account 106			(c)-(b) (d)	Transferred from Account 107 (e)	2020 Additions Column (c) (f)			
		Year 2019 (b)	Year 2020 (c)							
	2. Production Plant (Continued)									
	Products Extraction Plant (Continued)									
33	345 Compressor Equipment									
34	346 Gas Meas. and Reg. Equipment									
35	347 Other Equipment									
36	TOTAL Products Extraction Plant	-	-							
37	TOTAL Nat. Gas Production Plant	-	-							
38	Mfd. Gas Prod. Plant (Submit Suppl. Statement) *	-	-							
39	TOTAL Production Plant	-	-							
40	3. Natural Gas Storage and Processing Plant									
41	Underground Storage Plant									
42	350.1 Land									
43	350.2 Rights-of-Way									
44	351 Structures and Improvement									
45	352 Wells									
46	352.1 Storage Leaseholds and Rights									
47	352.2 Reservoirs									
48	352.3 Non-recoverable Natural Gas									
49	353 Lines									
50	354 Compressor Station Equipment									
51	355 Measuring and Reg. Equipment									
52	356 Purification Equipment									
53	357 Other Equipment									
54	TOTAL Underground Storage Plant	-	-							
55	Other Storage Plant									
56	360 Land and Land Rights									
57	361 Structures and Improvements									
58	362 Gas Holders									
59	363 Purification Equipment									
60	363.1 Liquefaction Equipment									
61	363.2 Vaporizing Equipment									
62	363.3 Compressor Equipment									
63	363.4 Meas. and Reg. Equipment									
64	363.5 Other Equipment									
65	TOTAL Other Storage Plant	-	-							

* See page 209-E

COLUMBIA GAS OF KENTUCKY, INC. YEAR ENDED DECEMBER 31, 2020

GAS PLANT IN SERVICE

DEVELOPMENT OF ADDITIONS FOR YEAR 2020 - COLUMN (c)

Line No	Account (a)	Completed Construction Not Classified - Account 106		Transferred from Account 107 (e)	2020 Additions Column (c) (f)
		Year 2019 (b)	Year 2020 (c)		
66	Base Load Liquefied Natural Gas Terminating and Processing Plant				
67	364.1 Land and Land Rights				
68	364.2 Structures and Improvements				
69	364.3 LNG Processing Terminal Equipment				
70	364.4 LNG Transportation Equipment				
71	364.5 Measuring and Regulating Equipment				
72	364.6 Compressor Station Equipment				
73	364.7 Communication Equipment				
74	364.8 Other Equipment				
75	TOTAL Base Load Liquefied Natural Gas Terminating and Processing Plant	-	-	-	-
76	TOTAL Nat. Gas Storage and Proc. Plant	-	-	-	-
77	4. Transmission Plant				
78	365.1 Land and Land Rights				
79	365.2 Rights of Way				
80	366 Structures and Improvements				
81	367 Mains				
82	368 Compressor Station Equipment				
83	369 Measuring and Reg. Sta. Equipment				
84	370 Communication Equipment				
85	371 Other Equipment				
86	TOTAL Transmission Plant	-	-	-	-
87	5. Distribution Plant				
88	374 Land and Land Rights	(6,294)	(42,577)	(36,283)	197,684
89	375 Structures and Improvements	(78,627)	264,059	342,686	946,873
90	376 Mains	8,531,949	(1,353,240)	(9,885,189)	22,869,638
91	377 Compressor Station Equipment	-	-	-	-
92	378 Meas. and Reg. Sta. Equip.-General	865,148	7,175,086	6,309,938	13,652,113
93	379 Meas. and Reg. Sta. Equip.-City Gate	1,271,519	3,143	(1,268,376)	(1,238,287)
94	380 Services	(108,574)	(46,978)	61,596	16,196,151
95	381 Meters	0	0	-	1,213,357
96	382 Meter Installations	-	-	-	128,302
97	383 House Regulators	-	-	-	195,988
98	384 House Reg. Installations	-	-	-	-
99	385 Industrial Meas. and Reg. Sta. Equipment	(342,536)	235,032	577,568	926,720
100	386 Other Prop. on Customers' Premises				
101	387 Other Equipment	(499,196)	174,360	673,556	1,021,168
102	TOTAL Distribution Plant	9,633,389	6,408,885	(3,224,504)	56,109,707
103					59,334,211

COLUMBIA GAS OF KENTUCKY, INC. YEAR ENDED DECEMBER 31, 2020

GAS PLANT IN SERVICE

DEVELOPMENT OF ADDITIONS FOR YEAR 2020 - COLUMN (c)

Line No	Account (a)	Completed Construction Not Classified - Account 106			Transferred from Account 107 (e)	2020 Additions Column (c) (f)
		Year 2019 (b)	Year 2020 (c)	(c)-(b) (d)		
104	6. General Plant					
105	389 Land and Land Rights	-	-	-	-	-
106	390 Structures and Improvements	-	-	-	-	-
107	391 Office Furniture and Equipment	-	22,214	22,214	44,428	22,214
108	392 Transportation Equipment	-	-	-	-	-
109	393 Stores Equipment	-	-	-	-	-
110	394 Tools, Shop, and Garage Equipment	-	-	-	415,513	415,513
111	395 Laboratory Equipment	-	-	-	-	-
112	396 Power Operated Equipment	-	-	-	-	-
113	397 Communication Equipment	-	-	-	-	-
114	398 Miscellaneous Equipment	-	-	-	4,100	4,100
115	Subtotal	-	22,214	22,214	464,041	441,827
116	399 Other Tangible Property	-	-	-	-	-
117	TOTAL General Plant	-	22,214	22,214	464,041	441,827

COLUMBIA GAS OF KENTUCKY, INC.		YEAR ENDED DECEMBER 31, 2020					
		GAS PLANT IN SERVICE					
		DEVELOPMENT OF ADDITIONS FOR YEAR 2020 - COLUMN (c)					
Line No	Account (a)	Completed Construction Not Classified - Account 106		Transferred from Account 107 (e)	2020 Additions Column (c) (f)		
		2019 (b)	2020 (c)				
	(1) Forward from page 209-B Line 38						
118	2. PRODUCTION PLANT						
119	Manufactured Gas Production Plant						
120	Liquefied Petroleum Gas						
121 304	Land and Land Rights	-	-	-	-		
122 305	Structures and Improvements	-	-	-	-		
123 311	Liquefied Petroleum Gas Equipment	-	-	-	-		
124							
125	Total Manufactured Gas Production	-	-	-	-		
126	Plant	-	-	-	-		

Next Page Is 212

PAGE 209-E

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Name of Respondent		This Report Is:	Date of Report	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	(Mo.Da.Yr.) March 31, 2021	Dec. 31, 2020
Gas Property and Capacity Leased from Others				
<p>1. Report below the information called for concerning gas property and capacity leased from others for gas operations.</p> <p>2. For all leases in which the average annual lease payment over the initial term of the lease exceeds \$500,000, describe in column (c), if applicable: the property or capacity leased. Designate associated companies with an asterisk in column (b).</p>				
Line No.	Description and Location of Property (a)	Date Originally Included in This Account (b)	Date Expected to be Used in Utility Service (c)	Balance End of Year (d)
1	Not Applicable			
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
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39				
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42				
43				
44				
45	TOTAL			

Name of Respondent		This Report Is:	Date of Report	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	(Mo.Da.Yr.) March 31, 2021	Dec. 31, 2020
Gas Property and Capacity Leased to Others				
<p>1. For all leases in which the average lease income over the initial term of the lease exceeds \$500,000 provide in column (c), a description of each facility or leased capacity that is classified as gas plant in service, and is leased to others for gas operations</p> <p>2. In column (d) provide the lease payments received from others.</p> <p>3. Designate associated companies with an asterisk in column (b).</p>				
Line No.	Description and Location of Property (a)	Date Originally Included in This Account (b)	Date Expected to be Used in Utility Service (c)	Balance End of Year (d)
1	Not Applicable			
2				
3				
4				
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36				
37				
38				
39				
40				
41				
42				
43				
44				
45	TOTAL			

Name of Respondent		This Report Is:	Date of Report (Mo.Da.Yr.)	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	March 31, 2021	Dec. 31, 2020
GAS PLANT HELD FOR FUTURE USE (Account 105)				
<p>1. Report separately each property held for future use at the end of the year having an original cost of \$1,000,000 or more. Group other items of property held for future use.</p> <p>2. For property having an original cost of \$1,000,000 or more previously used in utility operations, now held for future use, give in column (a), in addition to other required information, the date that utility use of such property was discontinued, and the date the original cost was transferred to Account 105.</p>				
Line No.	Description and Location of Property (a)	Date Originally Included in This Account (b)	Date Expected to be Used in Utility Service (c)	Balance End of Year (d)
1	Not Applicable			
2				
3				
4				
5				
6				
7				
8				
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43				
44				
45	TOTAL			

Name of Respondent		This Report Is:	Date of Report	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	(Mo.Da.Yr.) March 31, 2021	Dec. 31, 2020
CONSTRUCTION WORK IN PROGRESS-GAS (Account 107)				
1. Report below descriptions and balances at end of year of projects in process of construction (107). 2. Show items relating to "research, development, and demonstration" projects last, under a caption Research,		Development, and Demonstration (see Account 107 of the Uniform System of Accounts). 3. Minor projects (less than \$1,000,000) may be grouped.		
Line No.	Description of Project (a)	Construction Work in Progress-Gas (Account 107) (b)	Estimated Additional Cost of Project (c)	
1	PRODUCTION PLANT			
2	<u>Liquefied Petroleum Gas-Air</u>			
3				
4	305 Structures and Improvements	-		
5	311 Liquefied Petroleum Gas Equipment	-		
6	Total L. P. G. Production Plant	-	-	
7				
8				
9	<u>Distribution Plant</u>			
10				
11	374 Land and Land Rights	1,297,713	142,748	
12	375 Structures and Improvements	107,126	11,784	
13	376 Mains	4,753,905	522,930	
14	378 Measuring and Regulating Equipment-General	2,382,778	262,106	
15	380 Service Lines	577,487	63,524	
16	381 Meters	32,994	3,629	
17	382 Meter Installations	1,282	141	
18	383 House Regulators	53,356	5,869	
19	384 House Regulator Installations	-	0	
20	385 Industrial Measuring and Regulating Equipment	920,587	101,265	
21	387 Communications	1,355,227	149,075	
22	Total Distribution Plant	11,482,455	1,263,071	
23				
24				
25	<u>General Plant</u>			
26				
27	391 Office Furniture and Equipment	-	-	
28	394 Tools and Equipment	57,985	6,378	
29	396 Power Operated Equipment	-	-	
30	397 Miscellaneous Equipment	-	-	
31	398 Miscellaneous Equipment	-	-	
32	Total General Plant	57,985	6,378	
33				
34				
35	<u>Intangible Plant</u>			
36				
37	303 Miscellaneous Intangible Plant	1,654,514	181,997	
38	Total Intangible Plant	1,654,514	181,997	
39				
40				
41				
42	TOTAL	13,194,954	1,451,446	

Name of Respondent	This Report Is: <input checked="" type="checkbox"/> An Original	Date of Report (Mo, Da, Yr)	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.	<input type="checkbox"/> A Resubmission	March 31, 2021	December 31, 2020

GENERAL DESCRIPTION OF CONSTRUCTION OVERHEAD PROCEDURE

1. For each construction overhead explain: (a) the nature and extent of work, etc., the overhead charges are intended to cover, (b) the general procedure for determining the amount capitalized, (c) the method of distribution to construction jobs, (d) whether different rates are applied to different types of construction, (e) basis of differentiation in rates for different types of construction, and (f) whether the overhead is directly or indirectly assigned.

2. Show below the computation of allowance for funds used during construction rates, in accordance with the provisions of Gas Plant Instructions 3 (17) of the Uniform System of Accounts.
3. Where a net-of-tax rate for borrowed funds is used, show the appropriate tax effect adjustment to the computations below in a manner that clearly indicates the amount of reduction in the gross rate for tax effects.

Please refer to pages 218-A, 218-B and 218-C.

COMPUTATION OF ALLOWANCE FOR FUNDS USED DURING CONSTRUCTION RATES

For line (5), column (d) below, enter the rate granted in the last rate proceeding. If not available, use the average rate earned during the preceding 3 years.

1. Components of Formula (Derived from actual book balances and actual cost rates): **(A)**

Title (a)	Amount (b)	Capitalization Ratio (Percent) (c)	Cost Rate Percentage (d)
(1) Average Short-Term Debt	S 13,029,094		
(2) Short-Term Interest			s 0.87%
(3) Long-Term Debt	D 142,375,000	45.77%	d 5.11%
(4) Preferred Stock	P 0	0.00%	p 0.00%
(5) Common Equity	C 168,684,925	54.23%	c 9.50%
(6) Total Capitalization	311,059,925	100.00%	
(7) Average Construction Work In Progress Balance	W 15,489,991		

2. Gross Rate for Borrowed Funds $s(S/W)+d[(D/(D+P+C))(1-(S/W))]$

3. Rate for Other Funds $[1-(S/W)][p(P/(D+P+C))+c(C/(D+P+C))]$

4. Weighted Average Rate Actually Used for the Year:

- a. Rate for Borrowed Funds - **1.51%**
- b. Rate for Other Funds - **2.25%**

(A) Amounts used in computation are based on the capitalization and cost rates of Columbia Gas of Kentucky

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) March 31, 2021	Year of Report Dec. 31, 2020
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GENERAL DESCRIPTION OF CONSTRUCTION OVERHEAD PROCEDURE (Continued)

Supervision and Engineering Overhead

Supervision and engineering overhead charges cover labor, transportation and travel of operating personnel related to the following construction activities:

1. Planning and designing gas facilities approved for construction.
2. Preparing and filing construction certificate applications.
3. Planning and preparing budget programs for anticipated construction programs.
4. Preparing and processing construction work orders, including making sketches.
5. Classifying work order charges where applicable, such as invoices, material transfers, time sheets, etc.
6. Preparing and processing work order completion reports.
7. Preparing flow maps related to projects approved for construction.
8. Miscellaneous clerical, typing & stenographic duties related to construction projects.
9. Supervision and management, direct & indirect, for all the above activities.

It was impractical for supervision and engineering personnel performing the above mentioned functions to charge construction work orders directly; therefore, the labor and travel expenses of personnel expended on the construction records that would not be required if construction were not performed was determined on a periodic time study basis. The cost of these expenses was divided by estimated construction expenditures subject to overheads to determine an allocation rate. Those personnel engaged in the construction activities enumerated above charged their overhead clearing account where they were accumulated and allocated to all applicable construction budgets and work orders on the basis of the rate as determined above.

Labor Overheads

The cost of vacation time and non-productive time (holidays, paid time for sickness and other paid time) was allocated directly to each construction project by applying a factor to all "raw labor" (total payroll payments excluding payment for vacation and non-productive time) dollars charged to the construction project. The factor was determined by dividing the estimated annual dollars accrued for vacation and non-productive time by the estimated annual payroll payments excluding vacation and non-productive time.

The cost of employee benefits and payroll taxes was allocated directly to each construction project by applying a factor to all "base labor" (raw labor plus increment for vacation and non-productive time) dollars charged to the construction project. The factor was determined by dividing the estimated annual cost of employee benefits and payroll taxes by the estimated annual cost of "base labor." Benefits and taxes included in this factor are as follows:

Name of Respondent	This Report Is:	Date of Report	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.	<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	(Mo, Da, Yr) March 31, 2021	Dec. 31, 2020
GENERAL DESCRIPTION OF CONSTRUCTION OVERHEAD PROCEDURE (Continued)			
<p><u>Labor Overheads (Continued)</u></p> <ol style="list-style-type: none"> 1. Actual payments made to employees in connection with injury claims not covered by Workers' Compensation Insurance. 2. Workers' Compensation Insurance Premiums. 3. Employee Insurance Plans. 4. Contributions to Employee Thrift Plan (401K). 5. Federal Old Age and Survivors Insurance Tax. 6. Federal Unemployment Insurance Tax. 7. State Unemployment Insurance Tax. 8. Retirement Income Plan. <p style="text-align: center;"><u>General and Administrative Overheads</u></p> <p>The purpose of capitalizing General and Administrative overheads is to charge labor and expenses to all applicable construction work orders for those personnel who work directly on Construction Work in Progress activities but where it would be impractical for them to record these expenses directly to each work order (i.e., employees who devote their time processing a large number of construction work orders and/or related construction activities). In addition, these costs would not have been incurred had the construction activity not been undertaken.</p> <p>General and Administrative overhead charges include the labor and expenses of selected Shared Services Center personnel related to the following construction activities:</p> <ol style="list-style-type: none"> 1. Processing construction work orders which do not close mechanically. 2. Preparing input for and verifying mechanized Construction Work in Progress reports. 3. Assigning property unit (retirement unit) numbers to construction work orders which are not assigned mechanically. 4. Preparing input for closing Construction Work in Progress preparatory to mechanical unitization and posting to the Asset Management records. 5. Reconciling the Project Cost Management System with the General Ledger. 6. Verifying mechanized construction audit schedules with the construction information contained in the General Ledger. 7. Providing required support to Information Systems personnel regarding mechanized construction work orders and the Project Cost Management System. 8. Reconciling monthly construction budget comparison reports (actual versus budget). 9. Ordering and procuring materials and supplies for specific construction projects. 10. Processing construction related invoices. 11. Miscellaneous clerical duties related to construction projects. 12. Supervision and management (direct and indirect) for all of the above activities. 			

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) March 31, 2021	Year of Report Dec. 31, 2020
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GENERAL DESCRIPTION OF CONSTRUCTION OVERHEAD PROCEDURE (Continued)

General and Administrative Overheads (Continued)

A periodic time study was performed on the job positions and personnel who were responsible for the above listed activities. The number of hours spent on construction related activity was determined, by position, and extended using actual payroll information. The cost of these expenses was divided by the estimated construction expenditures subject to overheads to determine an allocation rate. This rate was applied to actual construction expenditures subject to this overhead and the resulting amount was transferred from general and administrative expense to construction.

Note: General and Administrative costs are now recorded through the Supervision and Engineering overhead application.

Allowance for Funds Used During Construction

On February 2, 1977, the Federal Energy Regulatory Commission issued Order No. 561 establishing a "uniform formulary" method for determining the maximum rate to be used in computing the Allowance for Funds Used During Construction. In 2020, Allowance for Funds Used During Construction was capitalized at a cost rate of 3.76% on all classes of property except organization, autos, office equipment, tools and other property purchases.

The allowance was applied to construction for that period of time between the date of expenditure for construction or purchase of a project and the date in which such project was completed and placed in service, or was available for service. All expenditures incurred during the current month of construction of a project were assumed to occur on the 15th of the month; consequently, interest in the current month's expenditures was for a period of one-half month only. All projects placed in service during a month were assumed to be placed in service on the 15th of the month; consequently, interest for the month-in-service was for a period of one-half month only. All previously applied interest was eliminated from the base amount before the current calculation of interest; i.e., there was no calculation of interest on interest. No interest was applied on contract retainage and contributions in aid of construction applicable to any budgets and related work orders.

Name of Respondent		This Report is:		Date of Report (Mo, Da, Yr)	Year Ending (Mo, Da, Yr)
Columbia Gas of Kentucky, Inc.		<input checked="" type="checkbox"/> An Original	<input type="checkbox"/> A Resubmission	March 31, 2021	Dec. 31, 2020
ACCUMULATED PROVISION FOR DEPRECIATION OF GAS UTILITY PLANT (Account 108)					
1 Explain in a footnote any important adjustments during year		significant amount of plant retired at year end which has not been			
2 Explain in a footnote any difference between the amount for book cost of plant retired, line 10, column (c), and that reported for gas plant in service, pages 204-209, column(d), excluding retirements of nondepreciable property		recorded and/or classified to the various reserve functional classifications, make preliminary closing entries to tentatively functionalize the book cost of the plant retired In addition, include all costs included in retirement work in progress at year end in the appropriate functional classifications			
3 The provisions of Account 108 in the Uniform System of Accounts require that retirements of depreciable plant be recorded when such plant is removed from service If the respondent has a		4 Show separately interest credits under a sinking fund or similar method of depreciation accounting			
		5 At lines 7 and 14, add rows as necessary to report all data Additional rows should be numbered in sequence, e g , 7 01, 7 02, etc.			
Line No.	Item (a)	Total (c+d+e) (b)	Gas Plant in Service (c)	Gas Plant Held for Future Use (d)	Gas Plant Leased to Others (e)
Section A. Balances and Changes During Year					
1	Balance Beginning of Year	157,646,901	157,646,901		
2	Depreciation Provision for Year, Charged to				
3	(403) Depreciation Expense	13,489,911	13,489,911		
4	(413) Expense of Gas Plant Leased to Others				
5	Transportation Expenses - Clearing				
6	Other Clearing Accounts		0		
7	Other Clearing (Specify):				
7.01					
8	TOTAL Deprec. Prov. for Year (total of lines 3 thru 7.01)	13,489,911	13,489,911	0	0
9	Net Charges for Plant Retired:				
10	Book Cost of Plant Retired	6,593,666	6,593,666		
11	Cost of Removal	2,889,339	2,889,339		
12	Salvage (Credit)	(26,385)	(26,385)		
13	TOTAL Net Chrgs. for Plant Ret. (Total of lines 10 thru 12)	9,456,620	9,456,620	0	0
14	Other Debit or Credit Items (Describe) Direct to Reserve/Other:	(23,897)	(23,897)		
14.01	Retirement of Amortization	0	0		
14.02	Intercompany Transfer of Meters	23,987	23,987		
14.03	Transfers between 108 and 111	0			
	Other Credits - Capital Leases	39,669	39,669		
15	Balance End of Year (Total of lines 1, 8, 13, 14 to 14.03)	161,719,950	161,719,950	0	0
Section B. Balances at End of Year Accounting to Functional Classifications					
16	Production - Manufactured Gas				
17	Production and Gathering - Natural Gas				
18	Products Extraction - Natural Gas				
19	Underground Gas Storage				
20	Other Storage Plant				
21	Base Load LNG Terminating and Processing Plant				
22	Transmission				
23	Distribution	161,471,850	161,471,850		
24	General & Leases	248,100	248,100		
25	TOTAL (Total of lines 16 thru 24)	161,719,950	161,719,950	0	0

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.				This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission		Date of Report (Mo.Da.Yr.) March 31, 2021		Year of Report Dec. 31, 2020	
GAS STORED (ACCOUNT 117.1, 117.2, 117.3, 117.4, 164.1,164.2 AND 164.3)									
1. If during the year adjustments were made to the stored gas inventory reported in columns (d), (f), (g), and h (such as to correct cumulative inaccuracies of gas measurements), explain in a footnote adjustment, account charged or credited.					2. Report in column (e) all encroachments due the year upon the volumes designated as base gas, column (b), and system balancing gas column (c), and gas property recordable in the plant accounts. 3. State in a footnote the basis of segregation of inventory between current and noncurrent portions. Also, state in a footnote the method used to report storage (i.e., fixed asset method or inventory method).				
Line No.	Description (a)	(Account 117 1) (b)	(Account 117 2) (c)	Noncurrent (Account 117 3) (d)	(Account 117 4) (e)	Current (Account 164 1) (f)	LNG (Account 164 2) (g)	LNG (Account 164 3) (h)	Total (i)
1	Balance at Beginning of Year					44,397,031	0		44,397,031
2	Gas Delivered to Storage (contra Account)					16,881,945	0		16,881,945
3	Gas Withdrawn from Storage (contra Account)					21,521,992	0		21,521,992
4	Other Debits or Credits (Net)					0			0
5	Balance at End of Year					39,756,984	0		39,756,984
6	Mcf					7,194,828	0		7,194,828
6a	Dth					7,482,621	0		7,482,621
7	Amount per Mcf					5.53	-		5.53
7a	Amount per Dth					5.31	-		5.31

* Storage is reported on a last in first out inventory method.

Name of Respondent		This Report Is:		Date of Report		Year of Report	
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission		(Mo, Da, Yr) March 31, 2021		Dec. 31, 2020	
INVESTMENTS (ACCOUNT 123, 124, AND 136)							
1 Report below investments in Accounts 123, <i>Investments in Associated Companies</i> , 124, <i>Other Investments</i> , and 136, <i>Temporary Cash Investments</i> . 2 Provide a subheading for each account and list thereunder the information called for: (a) Investment in Securities - List and describe each security owned, giving name of issuer, date acquired and date of maturity. For bonds, also give principal amount, date of issue, maturity, and interest rate. For capital stock (including capital stock of respondent reacquired under a definite plan for resale pursuant				to authorization by the Board of Directors, and included in Account 124, <i>Other Investments</i> , state number of shares, class, and series of stock. Minor investments may be grouped by classes. Investments included in Account 136, <i>Temporary Cash Investments</i> , also may be grouped by classes. (b) Investment Advances - Report separately for each person or company the amounts of loans or investment advances that are properly includable in Account 123. Included advances subject to current repayment in Account 145 and 146. With respect to each advance, show whether the advance is a note or open account.			
Line No.	Description of Investment	*	Book Cost at Beginning of Year (if book cost is different from cost to respondent, give cost to respondent in a footnote and explain difference)	Purchases or Additions During Year			
	(a)	(b)	(c)	(d)			
1	Liquid Money Market Instruments (Temporary Cash Investment, Account 13600001)		0	0			
2							
3							
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Name of Respondent		This Report Is:		Date of Report	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission		(Mo, Da, Yr) March 31, 2021	Dec. 31, 2020
INVESTMENTS (ACCOUNT 123, 124, AND 136) (Continued)					
List each note, giving date of issuance, maturity date, and specifying whether note is a renewal. Designate any advances due from officers, directors, stockholders, or employees. 3 Designate with an asterisk in column (b) any securities, notes or accounts that were pledged, and in a footnote state the name of pledges and purpose of the pledge. 4 If Commission approval was required for any advance made or security acquired, designate such fact in a footnote and cite Commission, date of authorization, and case or docket number.			5 Report in column (h) interest and dividend revenues from investments including such revenues from securities disposed of during the year. 6 In column (i) report for each investment disposed of during the year the gain or loss represented by the difference between cost of the investment (or the other amount at which carried in the books of account if different from cost) and the selling price thereof, not including any dividend or interest adjustment includable in column (h).		
Sales or Other Dispositions During Year	Principal Amount or No of Shares at End of Year	Book Cost at End of Year (if book cost is different from cost to respondent, give cost to respondent in a footnote and explain difference)	Revenues for Year	Gain or Loss from Investment Disposed of	Line No.
(e)	(f)	(g)	(h)	(i)	
0		0			1
					2
					3
					4
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Name of Respondent	This Report Is:	Date of Report	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.	<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	(Mo, Da, Yr) March 31, 2021	Dec. 31, 2020

Investments in Subsidiary Companies (Account 123.1)

1. Report below investments in Accounts 123.1, Investments in Subsidiary Companies.
2. Provide a subheading for each account and list thereunder the the information called for below. Sub-total by company and give a total in columns (e),(f),(g) and (h).
- (a) Investment in Securities - List and describe each security owned. For bonds give also principal amount, date of issue, maturity, and interest rate.
- (b) Investment Advances - Report separately the amounts of loans or investment advances which are subject to repayment, but which are not subject to current settlement. With respect to each advance show whether the advance is a note or open account. List each note giving date of issuance, maturity date, and specifying whether note is a renewal.
3. Report separately the equity in undistributed subsidiary earnings since acquisition. The total in column (e) should equal the amount entered for Account 418.1.

Line No.	Description of Investment	Date Acquired	Date of Maturity	Amount of Investment at Beginning of Year
	(a)	(b)	(c)	(d)
1	Common Stock - Central Kentucky	7/31/2006		697,765
2	Transmission			
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40	Total Cost of Account 123.1			697,765

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) March 31, 2021	Year of Report Dec. 31, 2020
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Investments in Subsidiaries Companies (Account 123.1) (Continued)

4. Designate in a footnote, any securities, notes or accounts that were pledged, and state the name of pledgee and purpose of the pledge.
 5. If Commission approval was required for any advance made or security acquired, designate such fact in a footnote and give name of Commission, date of authorization, and case or docket number.
 6. Report in column (f) interest and dividend revenues from investments, including such revenues from securities disposed of during the year.
 7. In column (h) report for each investment disposed of during the year, the gain or loss represented by the difference between cost of the investment (or the other amount at which carried in the books of account if different from cost), and the selling price thereof, not including interest adjustments includible in column (f).
 8. Report on Line 40, column (a) the total cost of Account 123.1.

Equity in Subsidiary Earnings for Year (e)	Revenues for Year (f)	Amount of Investment at End of Year (g)	Gain or Loss from Investment Disposed of (h)	Line No.
42,232		739,997		1
				2
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42,232	0	739,997		40

Name of Respondent		This Report is:	Date of Report	Year Ending
Columbia Gas of Kentucky, Inc.		(x) An Original () A Resubmission	March 31, 2021	December 31, 2020
Prepayments (Acct 165), Extraordinary Property Losses (Acct 182.1), Unrecovered Plant and Regulatory Sturdy Costs (Acct 182.2)				
PREPAYMENTS (ACCOUNT 165)				
1. Report below the particulars (details) on each prepayment.				
Line No.	Nature of Prepayment (a)			Balance at End of Year (in dollars) (b)
1	Prepaid Insurance			1,161,242
2	Prepaid Rents			
3	Prepaid Taxes			135,443
4	Prepaid Insurance			
5	Miscellaneous Prepayments			43,566
6	TOTAL			1,340,251

Name of Respondent Columbia Gas of Kentucky, Inc.		This Report is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission		Date of Report March 31, 2021	Year Ending December 31, 2020		
Prepayments (Acct 165), Extraordinary Property Losses (Acct 182.1), Unrecovered Plant and Regulatory Sturdy Costs (Acct 182.2)							
EXTRAORDINARY PROPERTY LOSSES (ACCOUNT 182.1)							
Line No.	Description of Extraordinary Loss (include the date of loss, the date of Commission authorization to use Account 182 1 and period of amortization (mo, yr, to mo, yr. Add rows as necessary to report all data. (a)	Balance Beginning of Year (b)	Total Amount of Loss (c)	Losses Recognized During Year (d)	WRITTEN OFF DURING YEAR		Balance at End of Year (g)
					Account Charged (e)	Amount (f)	
7	Not Applicable						
8							
9							
10							
11							
12							
13							
14							
15	TOTAL						

Name of Respondent		This Report is: (x) An Original () A Resubmission		Date of Report	Year Ending		
Columbia Gas of Kentucky, Inc.				March 31, 2021	December 31, 2020		
Prepayments (Acct 165), Extraordinary Property Losses (Acct 182.1), Unrecovered Plant and Regulatory Study Costs (Acct 182.2)							
UNRECOVERED PLANT AND REGULATORY STUDY COSTS (ACCOUNT 182.2)							
Line No.	Description of Unrecovered Plant and Regulatory Study Costs (include in the description of costs, the date of Commission authorization to use Account 182 2 and period of amortization (mo, yr to mo, yr). Add rows as necessary to report all data. Number rows in sequence beginning with the next row number after the last row number used for extraordinary property losses. (a)	Balance at the Beginning of Year (b)	Total Amount of Charges (c)	Costs Recognized During Year (d)	WRITTEN OFF DURING YEAR		Balance at End of Year (g)
					Account Charged (e)	Amount (f)	
16	Not Applicable						
17							
18							
19							
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21							
22							
23							
24							
25							
26	TOTAL						

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Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) March 31, 2021	Year Ending Dec. 31, 2020
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OTHER REGULATORY ASSETS (Account 182.3)

- | | |
|--|--|
| <p>1. Report below the details called for concerning other regulatory assets which are created through the ratemaking actions of regulatory agencies (and not includable in other accounts).
 2. For regulatory assets being amortized, show period of amortization in column (a).</p> | <p>3. Minor items (5 % of the Balance at End of Year for Account 182 3 or amounts less than \$250,000, whichever is less) may be grouped by classes.
 4. Report seperately any "Deferred Regulatory Commission Expenses " that are also reported on pages 350-351, Regulatory Commission Expenses.</p> |
|--|--|

Line No.	Description and Purpose of Other Regulatory Assets (a)	Balance at Beginning of Year (b)	Debits (c)	WRITTEN OFF DURING YEAR		Balance at End of Year (f)
				Account Charged (d)	Amount (e)	
1						
2	Gas Cost Incentive Program	4,256,173	5,711,482	421	7,361,546	2,606,109
3						
4						
5	Rate Case Expense	0	1,370	928	0	1,370
6						
7	RIP Expense - OCI	8,128,843	226,686	926	3,173,574	5,181,955
8						
9						
10	Gas Technology Institute Program	87,768	338,640	930	293,804	132,604
11						
12						
13	Capital Lease	15,742	39,669	931	36,900	18,511
14						
15	Energy Assistance Program	63,725	1,240,418	Various 904	1,312,129	(7,986)
16						
17						
18	COVID Costs	0	14,621	921	0	14,621
19						
20						
21						
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40	Total	12,552,251	7,572,886		12,177,953	7,947,184

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo.Da.Yr.) March 31, 2021	Year Ending Dec. 31, 2020
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MISCELLANEOUS DEFERRED DEBITS (Account 186)

1. Report below the details called for concerning miscellaneous deferred debits.
2. For any deferred debit being amortized, show the period of amortization in column (a).
3. Minor items (less than \$250,000) may be grouped by classes.

Line No.	Description of Miscellaneous Deferred Debits (a)	Balance at Beginning of Year (b)	Debits (c)	CREDITS		Balance at End of Year (f)
				Account Charged (d)	Amount (e)	
1						
2	Customer Advances	3,074,529	0	107	240,988	2,833,541
3						
4	Other Misc. Maintenance and	249,254	1,185,592	107	1,168,840	266,006
5	Jobbing WIP Less than					
6	\$250,000 (1 Item)					
7						
8						
9						
10						
11						
12						
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40	Total	3,323,783	1,185,592		1,409,828	3,099,547

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.		This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo.Da.Yr.) Mar 31, 2021	Year of Report Dec. 31, 2020
ACCUMULATED DEFERRED INCOME TAXES (Account 190)				
<p>1. Report the information called for below concerning the respondent's accounting for deferred income taxes.</p> <p>2. At Other (Specify), include deferrals relating to other income and deductions.</p> <p>3. At lines 4 and 6, add rows as necessary to report all data. Number the additional rows in sequence 4.01, 4.02, etc. and 6.01, 6.02, etc.</p>				
Line No.	Account Subdivisions (a)	Balance at Beginning of Year (b)	CHANGES DURING YEAR	
			Amounts Debited to Account 410.1 (c)	Amounts Credited to Account 411.1 (d)
1	Account 190			
2	Electric			
3	Gas (See Other)			
4	Other (Define)			
4.01	Uncollectible Accounts	162,416	22,937	567,958
4.02	Reg Liab Rate Reserve - Curren	37,812	39,402	1,591
4.03	Reg Liab NC-CSRR Overcollect	(1)	0	0
4.04	ASC 740 Fed Gross Up	7,231,199	601,585	0
4.05	State - ASC 740 ST Gross Up	2,292,815	34,355	0
4.06	Vacation Accrual	501,899	2,039	50,478
4.07	Reg Liab NC-State Tax Reform	1,749	1,824	74
4.08	Reg Lia Curr-AMRP	254,194	13,979	565
4.09	Accd Liab-Severance	14,031	51	1,260
4.10	Customer Advances	757,649	52,847	2,134
4.11	Capitalized Inventory Costs	452,085	1,012,174	40,876
4.12	Gross-up on Regulatoy Amounts	45,607	0	0
4.13	Stock Comp LTIP	93,124	1,078	26,698
4.14	Charitable Contributions	124,264	0	0
4.15	LIFO Tax Adjustment	1,948,471	2,267	56,144
4.16	Reg Liab Curr-Other	9,974	24	591
4.17	Federal NOL Carryforward	4,128,806	40,413	0
4.18	Intercompany Gain	935,625	975,000	39,375
4.19	OPEB	255,555	332,551	198,039
4.20	Deferred Compensation	269,849	82,203	3,320
4.21	Kentucky NOL Carryforward	0	0	435,768
4.22	R & D Credit Carryforward	98,872	0	0
4.23	Lease	171,585	212,093	178,125
4.24	Reg Liab NC-BA Lost Credits	111,734	116,436	4,702
4.25	Work Opportunity Tax Credit	10,400	0	0
5	Total (Total of lines 2 thru 4)	19,909,714	3,543,258	1,607,698
6	Other (Rounding)	5	0	0
7	Total Account 190 (Total of lines 5 thru 6)	19,909,719	3,543,258	1,607,698
8	Classification of TOTAL			
9	Federal Income Tax	16,411,746	2,965,790	968,492
10	State Income Tax	3,497,973	577,468	639,206
11	Local Income Tax			

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo.Da.Yr.) Mar 31, 2021	Year of Report Dec. 31, 2020
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ACCUMULATED DEFERRED INCOME TAXES (Account 190) (Continued)

4. If more space is needed, use separate pages as required.

5. In the space provided below, identify by amount and classification, significant items for which deferred taxes are being provided. Indicate insignificant amounts listed under Other.

CHANGES DURING YEAR		ADJUSTMENTS				Balance at End of Year (k)	Line No.
Amounts Debited Account 410.2 (e)	Amounts Credited Account 411.2 (f)	DEBITS		CREDITS			
		Account Credited (g)	Amount (h)	Account Debited (i)	Amount (j)		
							1
							2
							3
							4
						707,437	4.01
						1	4.02
						(1)	4.03
		254	203,029			6,832,643	4.04
						2,258,460	4.05
						550,338	4.06
						(1)	4.07
						240,780	4.08
						15,240	4.09
						706,936	4.10
						(519,213)	4.11
				255	14,956	30,651	4.12
						118,744	4.13
	62,330			190	163,612	22,982	4.14
						2,002,348	4.15
						10,541	4.16
		254/190	199,039			4,287,432	4.17
						0	4.18
						121,043	4.19
						190,966	4.20
						435,768	4.21
						98,872	4.22
						137,617	4.23
						0	4.24
						10,400	4.25
0	62,330		402,068		178,568	18,259,984	5
0	0				1	5	6
0	62,330		402,068		178,569	18,259,989	7
							8
0	62,330		402,068		176,205	14,702,642	9
0	0		0		2,364	3,557,347	10
							11

NOTES

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo.Da.Yr.) March 31, 2021	Year of Report Dec. 31, 2020
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Capital Stock (Accounts 201 and 204)

1. Report below the details called for concerning common and preferred stock at end of year, distinguishing separate series of any general class Show separate totals for common and preferred stock.

2. Entries in column (b) should represent the number of shares authorized by the articles of incorporation as amended to end of year.

3. Give details concerning shares of any class and series of stock authorized to be issued by a regulatory commission which have not yet been issued.

Line No.	Class and Series of Stock and Name of Stock Exchange (a)	Number of Shares Authorized by Charter (b)	Par of Stated Value per Share (c)	Call Price at End of Year (d)
1	Common Stock	1,100,000	25.00	
2				
3				
4				
5				
6				
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Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo.Da.Yr.) March 31, 2021	Year of Report December 31, 2020
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Capital Stock (Accounts 201 and 204)

4. The identification of each class of preferred stock should show the dividend rate and whether the dividends are cumulative or noncumulative.
 5. State in a footnote if any capital stock that has been nominally issued is nominally outstanding at end of year.
 6. Give particulars (details) in column (a) of any nominally issued capital stock, reacquired stock, or stock in sinking and other funds which is pledged, stating name of pledgee and purpose of pledge.

Line No.	Outstanding per Bal. Sheet (total amt outstanding without reduction for amts held by respondent) Shares (e)	Outstanding per Bal. Sheet Amount (f)	Held by Respondent As Reacquired Stock (Acct 217) Shares (g)	Held by Respondent As Reacquired Stock (Acct 217) Cost (h)	Held by Respondent In Sinking and Other Funds Shares (i)	Held by Respondent In Sinking and Other Funds Amount (j)
1	952,248	23,806,200				
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Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo.Da.Yr.) March 31, 2021	Year of Report Dec. 31, 2020
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Capital Stock: Subscribed, Liability for Conversion, Premium on, and Installments Received on (Accts 202, 203, 205, 206, 207, and 212)

1. Show for each of the above accounts the amounts applying to each class and series of capital stock.
2. For Account 202, Common Stock Subscribed, and Account 205, Preferred Stock Subscribed, show the subscription price and the balance due on each class at the end of year.
3. Describe in a footnote the agreement and transactions under which a conversion liability existed under Account 203, Common Stock Liability for Conversion, or Account 206, Preferred Stock Liability for Conversion, at the end of year.
4. For Premium on Account 207, Capital Stock, designate with an asterisk in column (b), any amounts representing the excess of consideration received over stated values of stocks without par value.

Line No.	Name of Account and Description of Item (a)	*	Number of Shares (c)	Amount (d)
1	Not Applicable			
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Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo. Da. Yr.) March 31, 2021	Year Ending Dec. 31, 2020
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OTHER PAID-IN CAPITAL (ACCOUNTS: 208-211)

1. Report below the balance at the end of the year and the information specified below for the respective other paid-in capital accounts. Provide a subheading for each account and show a total for the account, as well as a total of all accounts for reconciliation with the balance sheet, page 112. Explain changes made in any account during the year and give the accounting entries effecting such change.

(a) *Donations Received from Stockholders* (Account 208)--State amount and briefly explain the origin and purpose of each donation.

(b) *Reduction in Par or Stated Value of Capital Stock* (Account 209)--State amount and briefly explain the capital changes that gave rise to amounts reported under this caption including identification with the class and series of stock to which related.

(c) *Gain on Resale or Cancellation of Reacquired Capital Stock* (Account 210)--Report balance at beginning of year, credits, debits, and balance at end of year with a designation of the nature of each credit and debit identified by the class and series of stock to which related.

(d) *Miscellaneous Paid-In Capital* (Account 211)--Classify amounts included in this account according to captions that, together with brief explanations, disclose the general nature of the transactions that gave rise to the reported amounts.

Line No.	Item (a)	Amount (b)
1		
2		
3	<u>Account 208 - Donations Received From Stockholders</u>	
4	None	
5		
6	<u>Account 209 - Reduction in Par or Stated Value of Capital Stock</u>	
7	None	
8		
9	<u>Account 210 - Gain on Resale or Cancellation of Reacquired Capital Stock</u>	
10	None	
11		
12	<u>Account 211 - Miscellaneous Paid-in Capital</u>	
13	Excess of Book Value of Assets Acquired from Cincinnati Gas	
14	Transportation Company over the Liability Assumed	12
15		
16	Adjustments of Depreciation Reserve for Cincinnati Gas	
17	Transportation Company, Acquired Company, and Respondent	595,081
18		
19	Paid-in Capital Transferred to Kentucky Gas Transmission	
20	Corporation as of January 1, 1957	(363,441)
21		
22	Paid-in Capital Transferred to Columbia Gas of Kentucky	
23	as of June 2015	777,092
24		
25	Paid-in Capital Transferred to Columbia Gas of Kentucky	
26	as of December 2018	2,500,000
27		
28	Paid-in Capital Transferred to Columbia Gas of Kentucky	
29	as of September 2020	6,000,000
30		
31	Transfer Parent Company Federal Tax Savings	5,443,045
32		
33	Finance Tax Savings Allocation of APIC	66,735
34		
35		
36		
37		
38		
39		
40	TOTAL	15,018,524

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo.Da.Yr.) March 31, 2021	Year of Report Dec. 31, 2020
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Discount on Capital Stock (Account 213)

1. Report the balance at end of year of discount on capital stock for each class and series of capital stock. Use as many rows as necessary to report all data.
 2. If any change occurred during the year in the balance with respect to any class or series of stock, attach a statement giving details of the change.
 State the reason for any charge-off during the year and specify the account charged.

Line No.	Class and Series of Stock (a)	Balance at End of Year (b)
1	Not Applicable	
2		
3		
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14		
TOTAL		

Capital Stock Expense (Account 214)

1. Report the balance at end of year of discount on capital stock for each class and series of capital stock. Use as many rows as necessary to report all data.
 2. If any change occurred during the year in the balance with respect to any class or series of stock, attach a statement giving details of the change.
 State the reason for any charge-off during the year and specify the account charged.

Line No.	Class and Series of Stock (a)	Balance at End of Year (b)
1	Not Applicable	
2		
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13		
14		
TOTAL		

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: [X] An Original [] A Resubmission	Date of Report (Mo.Da.Yr.) March 31, 2021	Year of Report Dec. 31, 2020
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Securities Issued of Assumed and Securities Refunded or Retired During the Year

1. Furnish a supplemental statement briefly describing security financing and refinancing transactions during the year and the accounting for the securities, discounts, premiums, expenses, and related gains or losses. Identify as to Commission authorization numbers and dates.
2. Provide details showing the full accounting for the total principal amount, par value, or stated value of each class and series of security issued, assumed, retired, or refunded and the accounting for premiums, discounts, expenses, and gains or losses relating to the securities. Set forth the facts of the accounting clearly with regard to redemption premiums, unamortized discounts, expenses, and gains or losses relating to securities retired or refunded, including the accounting for such amounts carried in the respondent's accounts at the date of the refunding or refinancing transactions with respect to securities previously refunded or retired.
3. Include in the identification of each class and series of security, as appropriate, the interest or dividend rate, nominal date of issuance, maturity date, aggregate principal amount, par value or stated value, and number of shares. Give also the issuance of redemption price and name of the principal underwriting firm through which the security transactions were consummated.
4. Where the accounting for amounts relating to securities refunded or retired is other than that specified in General Instruction 17 of the Uniform System of Accounts, cite the Commission authorization for the different accounting and state the accounting method.
5. For securities assumed, give the name of the company for which the liability on the securities was assumed as well as details of the transactions whereby the respondent undertook to pay obligations of another company. If any unamortized discount, premiums, expenses, and gains or losses were taken over onto the respondent's books, furnish details of these amounts with amounts relating to refunded securities clearly earmarked.

Not Applicable

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.		This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo.Da.Yr.) March 31, 2021	Year of Report Dec. 31, 2020
LONG-TERM DEBT (Account 221, 222, 223, and 224)				
<p>1. Report by Balance Sheet Account the details concerning long-term debt included in Account 221, Bonds, 222, Reacquired Bonds, 223, Advances from Associated Companies, and 224 Other Long-Term Debt.</p> <p>2. For bonds assumed by the respondent, include in column (a) the name of the issuing company as well as a description of the bonds.</p> <p>3. For Advances from Associated Companies, report separately advances on notes and advances on open accounts. Designate demand notes as such. Include in column (a) names of associated companies from which advances were received.</p> <p>4. For receivers' certificates, show in column (a) the name of the court and date of court order under which such certificates were issued.</p>				
Line No.	Classes and Series of Obligation and Name of Stock Exchange (a)	Nominal Date Of Issue (b)	Date Of Maturity (c)	Outstanding (Total amount outstanding without reduction for amounts held by respondent) (d)
1				
2	Account 223			
3	Promissory Note from NiSource Finance Corp			154,375,000
4				
5	Total Account 223	*	*	154,375,000
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
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21	* See Page 257-A			
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40	Total			154,375,000

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.		This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission		Date of Report (Mo.Da.Yr.) March 31, 2021	Year of Report Dec. 31, 2020
LONG-TERM DEBT (Account 221, 222, 223, and 224)(Continued)					
<p>5. In a supplemental statement, give explanatory details for accounts 223 and 224 of net changes during the year. With respect to long term advances, show for each company: (a) principal advanced during the year, (b) interest added to principal amount, and (c) principal repaid during year. Give Commission authorization numbers and dates.</p> <p>6. If the respondent has pledged any of its long term debt securities, give particulars (details) in a footnote, including name of the pledgee and purpose of the pledge.</p> <p>7. If the respondent has any long term securities that have been nominally issued and are nominally</p>			<p>outstanding at end of year, describe such securities in a footnote.</p> <p>8. If interest expense was incurred during the year on any obligations retired or reacquired before end of year, include such interest expense in column (f). Explain in a footnote any difference between the total of column (f) and the total Account 427, Interest on Long Term Debt and Account 430, Interest on Debt to Associated Companies.</p> <p>9. Give details concerning any long-term debt authorized by a regulatory commission but not yet issued.</p>		
INTEREST FOR YEAR		HELD BY RESPONDENT			
Rate (in %) (e)	Amount (f)	Reacquired Bonds (Account 222) (g)	Sinking and Other Funds (h)	Redemption Price per \$100 at End of Year (i)	Line No.
	7,484,136				1
					2
					3
					4
*	7,484,136				5
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	7,484,136				40

December 31, 2020

COLUMBIA GAS OF KENTUCKY, INC.

LONG-TERM DEBT (Accounts 221, 222, 223, and 224) (Continued)									
DATE OF ISSUE (a)	DATE OF MATURITY (b)	BALANCE BEGINNING OF YEAR (c)	PRINCIPAL ADVANCED DURING YEAR (d)	PRINCIPAL TRANSFERS AND PAYMENTS (e)*	BALANCE END OF YEAR (f)	INTEREST FOR YEAR		COMMISSION AUTHORITY	
						RATE (g)	AMOUNT (h)	FILE NUMBER (i)	DATE (j)
Account 223 - Installment Promissory Notes									
01/05/2006	01/05/2026	12,375,000			12,375,000	5.920%	734,607	CKY4	01/05/2006
11/01/2006	11/01/2021	16,000,000			16,000,000	6.015%	965,037	CKY5	11/01/2006
12/16/2010	12/16/2030	10,000,000			10,000,000	6.020%	603,649	CKY7	12/16/2010
01/07/2013	01/07/2043	20,000,000			20,000,000	5.770%	1,157,162	CKY8	01/07/2013
12/23/2013	12/23/2043	20,000,000			20,000,000	6.200%	1,243,397	CKY9	12/23/2013
12/16/2014	12/16/2044	5,000,000			5,000,000	4.430%	222,107	CKY10	12/16/2014
09/30/2016	09/30/2046	31,000,000			31,000,000	3.843%	1,194,438	CKY11	09/30/2016
12/31/2018	12/31/2048	13,000,000			13,000,000	4.644%	605,322	CKY12	12/31/2018
12/31/2019	12/31/2049	15,000,000			15,000,000	3.749%	565,356	CKY13	12/31/2019
06/30/2020	06/30/2050	12,000,000			12,000,000	3.174%	193,061	CKY14	6/30/2020
TOTAL ACCOUNT 223		154,375,000	0	0	154,375,000		7,484,136		
Schedule 257									
Additional Borrowing Authorized But Not Yet Issued									
None									

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Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo.Da.Yr.) March 31, 2021	Year of Report Dec. 31, 2020		
Uamortized Debt Expense, Premium and Discount on Long-Term Debt (Accounts 181, 225, 226)					
<p>1. Report under separate subheadings for Unamortized Debt Expense, Unamortized Premium on Long-Term Debt and Unamortized Discount on Long-Term, details of expense, premium or discount applicable to each class and series of long-term debt.</p> <p>2. Show premium amounts by enclosing the figures in parentheses.</p> <p>3. In column (b) show the principal amount of bonds or other long-term debt original issued.</p> <p>4. In column (c) show the expense, premium or discount with respect to the amount of bonds or other long-term debt originally issued.</p>					
Line No.	Designation of Long-Term Debt (a)	Principal Amount of Debt Issues (b)	Total Expense Premium or Discount (c)	Amortization Period Date From (d)	Amortization Period Date To (e)
1	Not Applicable				
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Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo.Da.Yr.) March 31, 2021	Year of Report Dec. 31, 2020
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Uamortized Debt Expense, Premium and Discount on Long-Term Debt (Accounts 181, 225, 226)

5. Furnish in a footnote details regarding the treatment of unamortized debt expense, premium or discount associated with issues redeemed during the year. Also, give in a footnote the date of the Commission's authorization of treatment other than as specified by the Uniform System of Accounts.
 6. Identify separately undisposed amounts applicable to issues which were redeemed in prior years.
 7. Explain any debits and credits other than amortization debited to Account 428, Amortization of Debt Discount and Expense, or credited to Account 429, Amortization of Premium on Debit-Credit.

Line No.	Balance at Beginning of Year (f)	Debits During Year (g)	Credits During Year (h)	Balance at End of Year (i)
1	Not Applicable			
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Unamortized Loss and Gain on reacquired Debt (Accounts 189, 257)

1. Report under separate subheadings for Unamortized Loss and Unamortized Gain on Reacquired Debt, details of gain and loss, including maturity date, on reacquisition applicable to each class and series of long-term debt. If gain or loss resulted from a refunding transaction, include also the maturity date of the new issue.
2. In column (c) show the principal amount of bonds or other long-term debt reacquired.
3. In column (d) show the net gain or net loss realized on each debt reacquisition as computed in accordance with General Instruction 17 of the Uniform Systems of Accounts.
4. Show loss amounts by enclosing the figures in parentheses.
5. Explain in a footnote any debits and credits other than amortization debited to Account 428,1, Amortization of Loss on Reacquired Debt, or credited to Account 429.1, Amortization of Gain on Reacquired Debt-Credit.

Line No.	Designation of Long-Term Debt (a)	Date Reacquired (b)	Principal of Debt Reacquired (c)	Net Gain or Loss (d)	Balance at Beginning of Year (e)	Balance at End of Year (f)
1	Not Applicable					
2						
3						
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Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo.Da.Yr.) March 31, 2021	Year of Report December 31, 2020
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**RECONCILIATION OF REPORTED NET INCOME WITH TAXABLE INCOME
FOR FEDERAL INCOME TAXES**

1. Report the reconciliation of reported net income for the year with taxable income used in computing Federal income tax accruals and show computation of such tax accruals. Include in the reconciliation, as far as practicable, the same detail as furnished on Schedule M - 3 of the tax return for the year. Submit a reconciliation even though there is no taxable income for the year. Indicate clearly the nature of each reconciling amount.

2. If the utility is a member of a group which files consolidated Federal tax return, reconcile reported net income with taxable net income as if a separate return were to be filed, indicating, however, intercompany amounts to be eliminated in such a consolidated return. State names of group members, tax assigned to each group member, and basis of allocation, assignment, or sharing of the consolidated tax among the group members.

Line No.	Particulars (Detail) (a)	Amount (b)
1	Net Income for the Year (Page 116)	\$11,578,023
2	Reconciling Items for the Year	
3		
4	Income (Loss) Items	
5	SEE PAGE 261-A	\$61,129
6		
7		
8		
9	Expense/Deduction Items	
10	SEE PAGE 261-A	(\$8,190,884)
11		
12		
13		
14		
15		
16		
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19		
20		
21		
22		
23		
24		
25		
26		
27	Federal Tax Net Income	\$3,448,268
28	Show Computation of Tax:	
29	Separate Return Tax @ 21% of Line 27	724,136
30	Books to Return	58,531
31		
32		
33	Net Taxes Charged	<u>782,667</u>

Name of Respondent	This Report Is:	Date of Report	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.	<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	(Mo.Da.Yr.) March 31, 2021	December 31, 2020

**RECONCILIATION OF REPORTED NET INCOME WITH TAXABLE INCOME
FOR FEDERAL INCOME TAXES (Continued)**

Income (Loss) Items

Equity Income from Subsidiaries	(42,232)
Customer Advances	(203,255)
Net Operating Loss Carryforward	(22,142)
Gas Cost Incentive Plan	2,273
Gas Cost Uncollectible Charge	326,485
Total	<u>\$61,129</u>

Expense/Deduction Items

Federal Income Taxes - Current	782,667
Federal Income Taxes - Deferred	3,070,162
Sec 461(h) Property Taxes	1,853,488
State Income Taxes - Deferred	323,192
State Income Taxes - Trure-Up	8,407
Stock Compensation Expense	102,686
Business Meals & Entertainment	78,801
Lobbying Expenses	225,149
Pension Expense	429,988
SFAS 112	4,357
OPEB	(543,484)
Compensation: Vacation Accrual	194,145
Compensation: Bonus Accrual	(311,315)
Property	(14,925,205)
Fines and Penalties	243,522
Bad Debt Expense	2,184,454
Customer Assistance Plan	219,381
Rate Case Expense	(1,370)
Builder Incentives Amortization	(10)
Rate Case Reserve	(151,549)
State Tax Reform	(7,013)
PBRA	1,650,065
AMRP	(53,766)
Gas Audit Costs	(44,836)
Employee Stock Purchase Plan	12,310
Right of Use Asset	122,945
Operating Lease	(136,148)
Reg Liab NC-BA Lost Credits	(447,830)
Reg Asset Rate Case Current	(2,769)
NC Payroll Tax Cares Act	789,357
NC Reg Asset Covid Costs	(14,621)
Parking	18,775
AFUDC Equity	(199,654)
LIFO Tax Adjustment to Inventories	215,936
Sec 263 Inventory Capitalization	(3,881,101)
Total	<u>(\$8,190,884)</u>

Name of Respondent	This Report Is:	Date of Report	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.	<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	(Mo.Da.Yr.) March 31, 2021	December 31, 2020

**RECONCILIATION OF REPORTED NET INCOME WITH TAXABLE INCOME
FOR FEDERAL INCOME TAXES (Continued)**

Reconcilement of 2020 Federal Income Taxes Payable
to Federal Income Tax Expense

Respondent is a subsidiary of the Nisource, Inc., which files a Consolidated Federal Income Tax Return.

The information on tax assigned to group members, basis allocations and sharing of consolidated tax is not available at this time as the Consolidated Tax Return has not yet been filed.

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo.Da.Yr.) March 31, 2021	Year of Report December 31, 2020
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**RECONCILIATION OF REPORTED NET INCOME WITH TAXABLE INCOME
 FOR FEDERAL INCOME TAXES (Continued)**

Name of Group Members Filing Consolidated Federal Income Tax Return:

Nisource Inc. (DE)
 NiSource Corporate Group, Inc.
 EnergyUSA-TPC Corp.
 NiSource Corporate Services Company
 NiSource Development Company, Inc.
 Lake Erie Land Company
 NiSource Energy Technologies, Inc.
 Nisource Insurance Corporation, Inc
 NiSource Gas Distribution Group, Inc.
 Bay State Gas Company (DBA Columbia Gas of Massachusetts)
 Columbia Gas of Kentucky, Inc.
 Columbia Gas of Maryland, Inc.
 Columbia Gas of Ohio, Inc.
 Columbia Gas of Ohio Receivables Corp.
 Columbia Gas of Pennsylvania, Inc.
 Columbia Gas of Pennsylvania Receivables Corp.
 Columbia Gas of Virginia, Inc.
 Central Kentucky Transmission
 Northern Indiana Public Service Company
 NIPSCO Accounts Receivable
 NiSource Strategic Sourcing Company
 NiSource Retail Sevices, Inc.

COLUMBIA GAS OF KENTUCKY, INC.	This Report Is:	Date of Report	Year of Report
	<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	(Mo. Da. Yr.) March 31, 2021	December 31, 2020

TAXES ACCRUED, PREPAID AND CHARGED DURING YEAR

1. Give particulars(details) of the combined prepaid and accrued tax accounts and show the total taxes charged to operations and other accounts during the year. Do not include gasoline and other sales taxes which have been charged to the accounts to which the taxed material was charged. If the actual or estimated amounts of such taxes are known, show the amounts in a footnote and designate whether estimated or actual amounts.
2. Include on this page, taxes paid during the year and charged direct to final accounts, (not charged to prepaid or

accrued taxes). Enter the amounts in both columns (d) and (e). The balancing of this page is not affected by the inclusion of these taxes.
3. Include in column (d) taxes charged during the year, taxes charged to operations and other accounts through (a) accruals credited to taxes accrued, (b) amounts credited to proportions of prepaid taxes chargeable to current year, and (c) taxes paid and charged direct to operations or accounts other than accrued and prepaid tax accounts.
4. List the aggregate of each kind of tax in such manner

Line No.	Kind Of Tax (See Instruction 5) (a)	BALANCE AT BEGINNING OF YEAR	
		Taxes Accrued (b)	Prepaid Taxes (c)
1	Federal Taxes: Income: 2016	(908,035)	
2	2017	(919)	
3	2018	4,042,501	
4	2019	(1,949,716)	
5	2020	-	
6		-	
7		-	
8	Unemployment: 2019	16	
9	2020	-	
10	FICA: 2019	111,707	
11	2020	-	
12	TOTAL (Continued on Page 262-A)		

Line No.	DISTRIBUTION OF TAXES CHARGED (Show utility department where applicable and account charged)			
	Electric (Account 408.1 409.1) (j)	Gas (Account 408.1 409.1) (j)	Other Utility Departments (Account 408.1 409.1) (k)	Other Income and Deductions (Account 408.2 409.2) (l)
1				-
2				-
3				-
4				-
5		449,908		332,759
6				
7				
8				-
9		5,785		
10				-
11		859,818		
12	TOTAL (Continued on Page 262-A)			

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo. Da. Yr.) March 31, 2021	Year of Report December 31, 2020
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TAXES ACCRUED, PREPAID AND CHARGED DURING YEAR (Continued)

that the total tax for each State and subdivision can readily be ascertained.

5. If any tax (exclude Federal and State income taxes) covers more than one year, show the required information separately for each tax year, identifying the year in column(a).

6. Enter all adjustments of the accrued and prepaid tax accounts in column (f) and explain each adjustment in a footnote. Designate debit adjustments by parentheses.

7. Do not include on this page entries with respect to deferred income taxes or taxes collected through payroll

deductions or otherwise pending transmittal of such taxes to the taxing authority)

8. Show in columns (i) thru (p) how the taxed accounts were distributed. Show both the utility department and number of account charged. For taxes charged to utility plant, show the number of the appropriate balance sheet plant account or subaccount.

9. For any tax apportioned to more than one utility department or account, state in a footnote the basis (necessity) of apportioning such tax

10. Items under \$250,000 may be grouped

Taxes Charged During Year (d)	Taxes Paid During Year (e)	Adjustments (See page 262-D) (f)	BALANCE AT END OF YEAR		Line No.
			Taxes Accrued (Account 236) (g)	Prepaid Taxes (Incl. in Account 165) (h)	
-	-	-	(908,035)		1
		-	(919)		2
			4,042,501		3
			(1,949,716)		4
782,667		(1,014)	781,653		5
			-		6
			-		7
	16		-		8
9,293	9,433		(140)		9
-	111,707		-		10
1,466,922	1,378,386		88,536		11
			(Continued on Page 263-A)		12

DISTRIBUTION OF TAXES CHARGED (Show utility department where applicable and account charged)

Extraordinary Items (Account 409.3) (m)	Other Utility Opn. Income (Account 408.1, 409.1) (n)	Adjustment to Ret. Earnings (Account 439) (o)	Other (See Page 263-D) (p)	Line No.	
			-	1	
			-	2	
			-	3	
			-	4	
			-	5	
			-	6	
			-	7	
			-	8	
			3,508	9	
			-	10	
			607,104	11	
			(Continued on Page 263-A)		12

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo. Da. Yr.) March 31, 2021	Year of Report December 31, 2020
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TAXES ACCRUED, PREPAID AND CHARGED DURING YEAR

1. Give particulars(details) of the combined prepaid and accrued tax accounts and show the total taxes charged to operations and other accounts during the year. Do not include gasoline and other sales taxes which have been charged to the accounts to which the taxed material was charged. If the actual or estimated amounts of such taxes are known, show the amounts in a footnote and designate whether estimated or actual amounts.

2. Include on this page, taxes paid during the year and charged direct to final accounts, (not charged to prepaid or

accrued taxes). Enter the amounts in both columns (d) and (e). The balancing of this page is not affected by the inclusion of these taxes.

3. Include in column (d) taxes charged during the year, taxes charged to operations and other accounts through (a) accruals credited to taxes accrued, (b) amounts credited to proportions of prepaid taxes chargeable to current year, and (c) taxes paid and charged direct to operations or accounts other than accrued and prepaid tax accounts.

4. List the aggregate of each kind of tax in such manner

Line No.	Kind Of Tax (See Instruction 5) (a)	BALANCE AT BEGINNING OF YEAR	
		Taxes Accrued (b)	Prepaid Taxes (c)
13	Federal Taxes (cont'd) Excise: 2018	-	-
14	2019	-	-
15	Total Federal Taxes	1,295,554	-
16	State Taxes: Income: 2018	424,192	
17	2019	(63,418)	
18	2020		
19			
20			
21			
22			
23			
24			
25			
26	TOTAL (Continued on Page 262-B)		

Line No.	DISTRIBUTION OF TAXES CHARGED (Show utility department where applicable and account charged)			
	Electric (Account 408.1 409.1) (j)	Gas (Account 408.1 409.1) (j)	Other Utility Departments (Account 408.1 409.1) (k)	Other Income and Deductions (Account 408.2 409.2) (l)
13				
14				
15		1,315,511	-	332,759
16				
17				
18		8,546		82,301
19				
20				
21				
22				
23				
24				
25				
26	TOTAL (Continued on Page 262-B)			

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo. Da. Yr.) March 31, 2021	Year of Report December 31, 2020
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TAXES ACCRUED, PREPAID AND CHARGED DURING YEAR (Continued)

that the total tax for each State and subdivision can readily be ascertained.

5. If any tax (exclude Federal and State income taxes) covers more than one year, show the required information separately for each tax year, identifying the year in column(a).

6. Enter all adjustments of the accrued and prepaid tax accounts in column (f) and explain each adjustment in a footnote. Designate debit adjustments by parentheses.

7. Do not include on this page entries with respect to deferred income taxes or taxes collected through payroll

deductions or otherwise pending transmittal of such taxes to the taxing authority

8. Show in columns (i) thru (p) how the taxed accounts were distributed. Show both the utility department and number of account charged. For taxes charged to utility plant, show the number of the appropriate balance sheet plant account or subaccount.

9. For any tax apportioned to more than one utility department or account, state in a footnote the basis (necessity) of apportioning such tax

10. Items under \$250,000 may be grouped

Taxes Charged During Year (d)	Taxes Paid During Year (e)	Adjustments (See page 262-D) (f)	BALANCE AT END OF YEAR		Line No.
			Taxes Accrued (Account 236) (g)	Prepaid Taxes (Incl. in Account 165) (h)	
-	-	-	-		13
2,258,882	1,499,542	(1,014)	2,053,880		14
			424,192		15
90,847			(63,418)		16
			90,847		17
					18
					19
					20
					21
					22
					23
					24
					25
(Continued on Page 263-B)					26

DISTRIBUTION OF TAXES CHARGED (Show utility department where applicable and account charged)				Line No.
Extraordinary Items (Account 409.3) (m)	Other Utility Opn. Income (Account 408.1, 409.1) (n)	Adjustment to Ret. Earnings (Account 439) (o)	Other (See Page 263-D) (p)	
			-	13
			-	14
-	-	-	610,612	15
			-	16
			-	17
			-	18
				19
				20
				21
				22
				23
				24
				25
(Continued on Page 263-B)				26

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo. Da. Yr.) March 31, 2021	Year of Report December 31, 2020
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TAXES ACCRUED, PREPAID AND CHARGED DURING YEAR

1. Give particulars(details) of the combined prepaid and accrued tax accounts and show the total taxes charged to operations and other accounts during the year. Do not include gasoline and other sales taxes which have been charged to the accounts to which the taxed material was charged. If the actual or estimated amounts of such taxes are known, show the amounts in a footnote and designate whether estimated or actual amounts.
2. Include on this page, taxes paid during the year and charged direct to final accounts, (not charged to prepaid or

accrued taxes). Enter the amounts in both columns (d) and (e). The balancing of this page is not affected by the inclusion of these taxes.
3. Include in column (d) taxes charged during the year, taxes charged to operations and other accounts through (a) accruals credited to taxes accrued, (b) amounts credited to proportions of prepaid taxes chargeable to current year, and (c) taxes paid and charged direct to operations or accounts other than accrued and prepaid tax accounts.
4. List the aggregate of each kind of tax in such manner

Line No.	Kind Of Tax (See Instruction 5) (a)	BALANCE AT BEGINNING OF YEAR	
		Taxes Accrued (b)	Prepaid Taxes (c)
27	State Taxes (Cont'd) Property:		
28	2018	159,559	
29	2019	4,183,094	
30	2020	5,718,400	
31	2021	-	
32			
33	Sales and Use: 2019	19,587	
34	Unemployment: 2019	32	
35	2020	-	
36	Capital Stock & Franchise: 2020	-	
37	TOTAL (Continued on Page 262-C)		

Line No.	DISTRIBUTION OF TAXES CHARGED (Show utility department where applicable and account charged)			
	Electric (Account 408.1 409.1) (j)	Gas (Account 408.1 409.1) (j)	Other Utility Departments (Account 408.1 409.1) (k)	Other Income and Deductions (Account 408.2 409.2) (l)
27				-
28		(42,272)		-
29		-		-
30		5,919,267		-
31		-		-
32				-
33		-		-
34		-		-
35		4,490		-
36		2,505		-
37	TOTAL (Continued on Page 262-C)			

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo. Da. Yr.) March 31, 2021	Year of Report December 31, 2020
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TAXES ACCRUED, PREPAID AND CHARGED DURING YEAR (Continued)

that the total tax for each State and subdivision can readily be ascertained.

5. If any tax (exclude Federal and State income taxes) covers more than one year, show the required information separately for each tax year, identifying the year in column(a).

6. Enter all adjustments of the accrued and prepaid tax accounts in column (f) and explain each adjustment in a footnote. Designate debit adjustments by parentheses.

7. Do not include on this page entries with respect to deferred income taxes or taxes collected through payroll

deductions or otherwise pending transmittal of such taxes to the taxing authority

8. Show in columns (i) thru (p) how the taxed accounts were distributed. Show both the utility department and number of account charged. For taxes charged to utility plant, show the number of the appropriate balance sheet plant account or subaccount.

9. For any tax apportioned to more than one utility department or account, state in a footnote the basis (necessity) of apportioning such tax

10. Items under \$250,000 may be grouped

Taxes Charged During Year (d)	Taxes Paid During Year (e)	Adjustments (See page 262-D) (f)	BALANCE AT END OF YEAR		Line No.
			Taxes Accrued (Account 236) (g)	Prepaid Taxes (Incl. in Account 165) (h)	
(42,272)	101,788	-	15,499		27
-	4,040,974	-	142,120		28
208,368	4	-	5,926,764		29
6,155,100	-	-	6,155,100		30
					31
					32
130,123	144,061		5,649		33
	32		-		34
7,154	7,250		(96)		35
2,505	2,505		-		36
			(Continued on Page 263-C)		37

DISTRIBUTION OF TAXES CHARGED (Show utility department where applicable and account charged)

Extraordinary Items (Account 409.3) (m)	Other Utility Opn. Income (Account 408.1, 409.1) (n)	Adjustment to Ret. Earnings (Account 439) (o)	Other (See Page 263-D) (p)	Line No.
			-	27
			-	28
			(5,710,899)	29
			6,155,100	30
				31
				32
			130,123	33
			-	34
			2,664	35
			-	36
			(Continued on Page 263-C)	
				37

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo.Da.Yr.) March 31, 2021	Year of Report December 31, 2020
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TAXES ACCRUED, PREPAID AND CHARGED DURING YEAR

1. Give particulars(details) of the combined prepaid and accrued tax accounts and show the total taxes charged to operations and other accounts during the year. Do not include gasoline and other sales taxes which have been charged to the accounts to which the taxed material was charged. If the actual or estimated amounts of such taxes are known, show the amounts in a footnote and designate whether estimated or actual amounts.

2. Include on this page, taxes paid during the year and charged direct to final accounts, (not charged to prepaid or

accrued taxes). Enter the amounts in both columns (d) and (e). The balancing of this page is not affected by the inclusion of these taxes.

3. Include in column (d) taxes charged during the year, taxes charged to operations and other accounts through (a) accruals credited to taxes accrued, (b) amounts credited to proportions of prepaid taxes chargeable to current year, and (c) taxes paid and charged direct to operations or accounts other than accrued and prepaid tax accounts.

4. List the aggregate of each kind of tax in such manner

Line No.	Kind Of Tax (See Instruction 5) (a)	BALANCE AT BEGINNING OF YEAR	
		Taxes Accrued (b)	Prepaid Taxes (c)
38			
39	Total State Taxes	10,441,446	-
40			
41	Other: Adjustment Due to Rounding	(2)	
42			
43			
44			
45			
46			
47	TOTAL TAXES	11,736,998	-

Line No.	DISTRIBUTION OF TAXES CHARGED (Show utility department where applicable and account charged)			
	Electric (Account 408.1 409.1) (j)	Gas (Account 408.1 409.1) (j)	Other Utility Departments (Account 408.1 409.1) (k)	Other Income and Deductions (Account 408.2 409.2) (l)
38				
39	-	5,892,536	-	82,301
40				
41	-			-
42	-			
43				
44				
45				
46				
47	TOTAL TAXES	7,208,047	-	415,060

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo.Da.Yr.) March 31, 2021	Year of Report December 31, 2020
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TAXES ACCRUED, PREPAID AND CHARGED DURING YEAR (Continued)

that the total tax for each State and subdivision can readily be ascertained.

5. If any tax (exclude Federal and State income taxes) covers more than one year, show the required information separately for each tax year, identifying the year in column(a).

6. Enter all adjustments of the accrued and prepaid tax accounts in column (f) and explain each adjustment in a footnote. Designate debit adjustments by parentheses.

7. Do not include on this page entries with respect to deferred income taxes or taxes collected through payroll

deductions or otherwise pending transmittal of such taxes to the taxing authority)

8. Show in columns (i) thru (p) how the taxed accounts were distributed. Show both the utility department and number of account charged. For taxes charged to utility plant, show the number of the appropriate balance sheet plant account or subaccount.

9. For any tax apportioned to more than one utility department or account, state in a footnote the basis (necessity) of apportioning such tax

10. Items under \$250,000 may be grouped

Taxes Charged During Year (d)	Taxes Paid During Year (e)	Adjustments (See page 262-D) (f)	BALANCE AT END OF YEAR		Line No.
			Taxes Accrued (Account 236) (g)	Prepaid Taxes (Incl. in Account 165) (h)	
					38
6,551,825	4,296,614	-	12,696,657	-	39
-	-	2	-		40
					41
					42
					43
					44
					45
					46
8,810,707	5,796,156	(1,012.00)	14,750,537	0	47

DISTRIBUTION OF TAXES CHARGED (Show utility department where applicable and account charged)

Extraordinary Items (Account 409.3) (m)	Other Utility Opn. Income (Account 408.1, 409.1) (n)	Adjustment to Ret. Earnings (Account 439) (o)	Other (See Page 263-D) (p)	Line No.
				38
-	-	-	576,988	39
				40
				41
				42
				43
				44
				45
				46
-	-	-	1,187,600	47

Name of Respondent	This Report Is:	Date of Report	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.	(1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	(Mo.Da.Yr.) March 31, 2021	December 31, 2020
TAXES ACCRUED, PREPAID AND CHARGED DURING YEAR			
Detail of Schedule 263, Column (f)			
<u>Description</u>		<u>Amount</u>	
Federal Taxes			
Income Taxes			
Federal Fuels Tax Credit - Line 5		\$ (1,014)	
		-	
Total Federal Tax Adjustments - Page 263-A, Line 15		\$ <u>(1,014)</u>	
State Taxes:			
Income Taxes			
Property adjustment due to rounding - Line 28		-	
Other:			
Adjustment due to rounding, Line 41		2	
		-	
Total State Adjustments - Page 263-C, Line 39		\$ <u>2</u>	
Total Adjustments - Page 263-C, Line 47, Column (f)		\$ <u>(1,012)</u>	

Name of Respondent	This Report Is:	Date of Report	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.	(1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	(Mo.Da.Yr.) March 31, 2021	December 31, 2020
TAXES ACCRUED, PREPAID AND CHARGED DURING YEAR (Continued)			
Detail of Schedule 263, Column (p)			
Kind of Tax	Account Charged	Amount	
Federal Taxes: Unemployment	107 108 143 146 163 - 183 183 186 234 253	0 2,983 290 59 10 115 2 137 (88) 0	
Total Page 263, Line 9		3,508	
F.I.C.A.	107 108 142 143 146 163 - 182 234 183 234	534,561 54,524 0 8,422 2,156 17,353 615 2,182 (12,709)	
Total Page 263, Line 11		607,104	
State Taxes: Deferred Property Tax Expense Amortize 2020 estimate to exp Establish estimated 2021 liab Total Page 263-B, Lines 31-32	174 174	(5,710,899) 6,155,100 444,201	
Use Tax, Current Year Total Page 263-B, Line 33	VARIOUS	130,123 130,123	
Unemployment	107 108 143 146 163 - 183 183 186 234 253	2,366 215 46 13 88 1 87 (152) 0	
Total Page 263-B, Line 35		2,664	
Capital Stock Reclass, Page 263B, Line 36	236	0	
Total Federal and State Taxes, Page 263-C, Line 47		1,187,600	

Name of Respondent		This Report Is:	Date of Report	Year Ending
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	(Mo. Da. Yr.) March 31, 2021	Dec. 31, 2020
MISCELLANEOUS CURRENT AND ACCRUED LIABILITIES (Account 242)				
1. Describe and report the amount of other current and accrued liabilities at the end of year.		2. Minor items (less than \$250,000) may be grouped under appropriate title.		
Line No.	Item (a)	Balance at End of Year (b)		
1	Accrued Vacation	1,722,239		
2	Exchange Gas	3,413,268		
3	Unclaimed Funds	316,415		
4	Dental Assistance Plan	18,365		
5	Comprehensive Medical Plan	193,783		
6	Post Employee Benefits	73,428		
7	Customer A/R Credit Balances	11,553,005		
8	Wages Payable	826,478		
9	Profit Sharing Plan	-		
10	Payroll Deductions	88,783		
11	Gas Supply Deposits	25,000		
12	Insurance	80,435		
13	Other Miscellaneous and Accrued Liabilities	44,998		
14	Less than \$250,000			
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				
42				
43	TOTAL	18,356,197		

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.		This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission		Date of Report (Mo. Da. Yr.) March 31, 2021	Year Ending Dec. 31, 2020	
OTHER DEFERRED CREDITS (Account 253)						
1. Report below the details called for concerning other deferred credits			2. For any deferred credits being amortized, show the period of amortization.			
3. Minor items (less than \$250,000) may be grouped by classes.						
Line No.	Description of Other Deferred Credits (a)	Balance at Beginning of Year (b)	DEBITS		CREDITS	Balance at End of Year (f)
			Contra Account (c)	Amount (d)	Amount (e)	
1	Not Applicable					
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
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39						
40						
41						
42						
43	Total	0		0	0	0

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo.Da.Yr.) Mar 31, 2021	Year of Report Dec. 31, 2020
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ACCUMULATED DEFERRED INCOME TAXES-OTHER PROPERTY (Account 282)

1. Report the information called for below concerning the respondent's accounting for deferred income taxes relating to property not subject to accelerated amortization.
2. For Other, include deferrals relating to other income and deductions.

Line No.	Account Subdivisions (a)	Balance at Beginning of Year (b)	CHANGES DURING YEAR	
			Amounts Debited to Account 410.1 (c)	Amounts Credited to Account 411.1 (d)
1	Account 282			
2	Electric			
3	Gas (See Other)			
4	Other (Define)			
4.01	Property	61,765,133	5,039,341	2,259,660
5	Total (Total of lines 2 thru 4)	61,765,133	5,039,341	2,259,660
6	Other (Rounding)	0	0	
7	Total Account 282 (Total of lines 5 thru 6)	61,765,133	5,039,341	2,259,660
8	Classification of TOTAL			
9	Federal Income Tax	51,947,607	3,729,596	1,601,251
10	State Income Tax	9,817,526	1,309,745	658,409
11	Local Income Tax			

NOTES

0

0

Liberalized Depreciation is based on the declining balance method and is applied to all classes of property. Effective January 1, 1968, Respondent adopted "Flow Through" Accounting for Liberalized Depreciation in accordance with Public Service Commission of Kentucky Order issued December 16, 1968, in Case No. 3196.

Basis for determining Tax Depreciation:

<u>Vintage Year</u>	<u>Tax Return Method</u>	<u>Tax Deprec. Rate</u>	<u>Rate (Book) Treatment</u>	<u>Deferral</u>
Pre-1954	S. L.	Book	Flow Through	(Deferral of Excess BK S/L over DDB fully turned around in 1986 for 1954-67) Excess DDB ADR over DDB Book Excess ACRS over Book S/L Excess MACRS over Book S/L
1954-1967	DDB	Book	Flow Through	
1968-1973	DDB	Book	Flow Through	
1974-1980	DDB	ADR	Deferral	
1981-1986	ACRS	ACRS	Deferral	
1987-1998	MACRS	MACRS	Deferral	

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo.Da.Yr.) Mar 31, 2021	Year of Report Dec. 31, 2020
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ACCUMULATED DEFERRED INCOME TAXES-OTHER PROPERTY (Account 282) (Continued)

3. Add rows as necessary to report all data. When rows are added, the additional row numbers should follow in sequence, 4.01, 4.01 and 6.01, 6.02, etc. Use separate pages as required.

CHANGES DURING YEAR		ADJUSTMENTS				Balance at End of Year (k)	Line No.
Amounts Debited Account 410.2 (e)	Amounts Credited Account 411.2 (f)	DEBITS		CREDITS			
		Account Credited (g)	Amount (h)	Account Debited (i)	Amount (j)		
							1
							2
							3
							4
				254	1,611,377	66,156,191	4.01
					1,611,377	66,156,191	5
			0		0	0	6
0	0		0		1,611,377	66,156,191	7
							8
0	0				1,416,347	55,492,299	9
0	0				195,030	10,663,892	10
							11

NOTES

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.		This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission		Date of Report (Mo.Da.Yr.) Mar 31, 2021		Year of Report Dec. 31, 2020	
ACCUMULATED DEFERRED INCOME TAXES-OTHER (Account 283)							
1. Report the information called for below concerning the respondent's accounting for deferred income taxes relating to property not subject to accelerated amortization.				2. For Other, include deferrals relating to other income and deductions.			
Line No.	Account Subdivisions (a)	Balance at Beginning of Year (b)	CHANGES DURING YEAR				
			Amounts Debited to Account 410.1 (c)	Amounts Credited to Account 411.1 (d)			
1	Account 283						
2	Electric						
3	Gas (See Other)						
4	Other (Define)						
4.01	Property Taxes	(1,055,625)	107,359	569,805			
4.02	Customer Assistance Plan	(77,213)	2,304	57,039			
4.03	Rate Case Costs	41,725	16,162	85,400			
4.04	Retirement Income Plan	1,461,412	40,685	586,913			
4.05	PBRA	1,061,915	17,326	429,017			
4.06	Kentucky NOL-Fed Effect	0	91,511	0			
4.07	Right of Use Assets	163,081	155,954	186,629			
4.08	Funds Held in Trust	71,927	457,417	18,473			
4.09	NC Payroll Taxes Cares Act	0	8,288	205,233			
4.10	NC Reg Asset COVID Costs	0	3,801	154			
5	Total (Total of lines 2 thru 4)	1,667,222	900,807	2,138,663			
6	Other (Rounding)	0	0	0			
7	Total Account 283 (Total of lined 5 thru 6)	1,667,222	900,807	2,138,663			
8	Classification of TOTAL						
9	Federal Income Tax	1,333,108	761,556	1,733,006			
10	State Income Tax	334,112	139,251	405,657			
11	Local Income Tax						
			0	0			

Name of Respondent		This Report Is:		Date of Report		Year of Report	
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission		(Mo.Da.Yr.) Mar 31, 2021		Dec. 31, 2020	
ACCUMULATED DEFERRED INCOME TAXES-OTHER (Account 283) (Continued)							
3. Add rows as necessary to report all data. When rows are added, the additional row numbers should follow in sequence, 4.01, 4.01 and 6.01, 6.02, etc. Use separate pages as required.							
CHANGES DURING YEAR		ADJUSTMENTS				Balance at End of Year (k)	Line No.
Amounts Debited Account 410.2 (e)	Amounts Credited Account 411.2 (f)	DEBITS		CREDITS			
		Account Credited (g)	Amount (h)	Account Debited (i)	Amount (j)		
							1
							2
							3
							4
		254		254		(1,518,071)	4.01
		254		254		(131,948)	4.02
		254				(27,513)	4.03
		254				915,184	4.04
		254				650,224	4.05
				254		91,511	4.06
						132,406	4.07
						510,871	4.08
						(196,945)	
						3,647	
0	0					0	5
0	0		2			0	6
0	0		2			0	7
							8
0	0		0			0	9
0	0		2			0	10
							11
NOTES							
0	0						

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Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.		This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission		Date of Report (Mo.Da.Yr.) March 31, 2021	Year Ending Dec. 31, 2020	
OTHER REGULATORY LIABILITIES (Account 254)						
1. Report below the details called for concerning other regulatory liabilities which are created through the ratemaking actions of regulatory agencies (and not includable in other amounts).			2. For any regulatory liabilities being amortized, show period of amortization in column (a) 3. Minor items (5% of the Balance at End of Year for Account 254 or amounts less than \$250,000 whichever is less) may be grouped by classes.			
Line No.	Description and Purpose of Other Regulatory Liabilities (a)	Balance at Beginning of Year (b)	DEBITS		Credits (e)	Balance at End of Year (f)
			Account Credited (c)	Amount (d)		
1						
2	Regulatory Effect of					
3	Adopting SFAS No. 96	2,478,512	190	1,387,877	0	1,090,635
4						
5	Demand Side Management	(63,723)	Various	937,708	1,264,193	262,762
6						
7	Energy Assistance Program	373,195	904, 426	0	147,671	520,866
8						
9	Gas Cost Uncollectible	39,975	904	338,042	340,315	42,248
10						
11	Tax Reform Liability	36,910,913	Various	299,336	87,008	36,698,585
12						
13	Safety Modification Replacement Program	1,466,640	Various	523,125	75,295	1,018,810
14						
15						
16						
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44						
45						
46						
47	Total	41,205,512		3,486,088	1,914,482	39,633,906

Name of Respondent		This Report Is:		Date of Report	
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission		(Mo.Da.Yr.) March 31, 2021	
GAS OPERATING REVENUES					
1. Report below natural gas operating revenues for each prescribed account total. The amounts must be consistent with the detailed data on succeeding pages.			3. Other Revenues in columns (f) and (g) include reservation charges received by the pipeline plus usage charges, less revenues reflected in columns (b) through (e). Include in columns (f) and (g) revenues for Accounts 480 - 495.		
2. Revenues in columns (b) and (c) include transition costs from upstream pipelines.					
Line No.	Title of Account (a)	REVENUES for Transition Costs and Take - or - Pay		REVENUES for GRI and ACA	
		Amount for Current Year (b)	Amount for Previous Year (c)	Amount for Current Year (d)	Amount for Previous Year (e)
1	480 Residential Sales				
2	481 Commercial and Industrial Sales				
3	482 Other Sales to Public Authorities				
4	483 Sales for Resale				
5	484 Interdepartmental Sales				
6	485 Intracompany Transfers				
7	487 Forfeited Discounts				
8	488 Miscellaneous Service Revenues				
9	489.1 Revenues from Transportation of Gas of Others Through Gathering Facilities				
10	489.2 Revenues from Transportation of Gas of Others Through Transmission Facilities				
11	489.3 Revenues from Transportation of Gas of Others Through Distribution Facilities				
12	489.4 Revenues from Storing Gas of Others				
13	490 Sales of Prod. Ext. from Natural Gas				
14	491 Revenues from Natural Gas Proc. by Others				
15	492 Incidental Gasoline and Oil Sales				
16	493 Rent from Gas Property				
17	494 Interdepartmental Rents				
18	495 Other Gas Revenues				
19	Subtotal:				
20	496 (Less) Provision for Rate Refunds				
21	TOTAL:				

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.			This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission		Date of Report (Mo.Da.Yr.) March 31, 2021		Dec. 31, 2020
GAS OPERATING REVENUES (CONTINUED)							
4. If increases or decreases from previous year are not derived from previously reported figures, explain any inconsistencies in a footnote				6. Report the revenue from transportation services that are bundled with storage services as transportation service revenue.			
5. On Page 108, include information on major changes during the year, new service, and important rate increases or decreases.							
Line No.	OTHER REVENUES		TOTAL OPERATING REVENUES		DTH OF NATURAL GAS		
	Amount for Current Year (f)	Amount for Prior Year (g)	Amount for Current Year (h)	Amount for Prior Year (i)	Amount for Current Year (j)	Amount for Prior Year (k)	
1	74,563,840	77,458,145	74,563,840	77,458,145	6,903,339	7,474,417	
2	31,057,042	34,413,230	31,057,042	34,413,230	3,913,020	4,428,593	
3							
4	67,436	74,222	67,436	74,222	10,832	11,583	
5							
6							
7	194,406	479,025	194,406	479,025			
8	79,717	147,061	79,717	147,061			
9							
10							
11	21,881,512	23,035,615	21,881,512	23,035,615	20,317,033	21,790,088	
12							
13							
14							
15							
16	33,492	45,178	33,492	45,178			
17							
18	3,128,391	2,275,511	3,128,391	2,275,511			
19	131,005,836	137,927,987	131,005,836	137,927,987			
20							
21	131,005,836	137,927,987	131,005,836	137,927,987			

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.		This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo.Da.Yr.) March 31, 2021	Year of Report Dec. 31, 2020	
Revenues from Transportation of Gas of Others Through Gathering Facilities (Account 489.1)					
<p>1. Report revenues and Dth of gas delivered through gathering facilities by zone of receipt (i.e. state in which gas enters respondent's system).</p> <p>2. Revenues for penalties including penalties for unauthorized overruns must be reported on page 308.</p>					
Line No.	Rate Schedule and Zone of Receipt (a)	Revenues for Transition Costs and Take-or-Pay Amount for Current Year (b)	Revenues for Transition Costs and Take-or-Pay Amount for Previous Year (c)	Revenues for GRI and ACA Amount for Current Year (d)	Revenues for GRI and ACA Amount for Previous Year (e)
1	Not Applicable				
2					
3					
4					
5					
6					
7					
8					
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11					
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Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo.Da.Yr.) March 31, 2021	Year of Report Dec. 31, 2020
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Revenues from Transportation of Gas of Others Through Gathering Facilities (Account 489.1)

3. Other Revenues in columns (f) and (g) include reservation charges received by the pipeline plus usage charges, less revenues reflected in columns (b) through (e).
 4. Delivered Dth of gas must not be adjusted for discounting.

Line No.	Other Revenues	Other Revenues	Total Operating Revenues	Total Operating Revenues	Dekatherm of Natural Gas	Dekatherm of Natural Gas
	Amount for Current Year (f)	Amount for Previous Year (g)	Amount for Current Year (h)	Amount for Previous Year (i)	Amount for Current Year (j)	Amount for Previous Year (k)
1						
2						
3						
4						
5						
6						
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Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.		This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo.Da.Yr.) March 31, 2021	Year of Report Dec. 31, 2020	
Revenues from Transportation of Gas of Others Through Transmission Facilities (Account 489.2)					
<p>1. Report revenues and Dth of gas delivered by Zone of Delivery by Rate Schedule. Total by Zone of Delivery and for all zones. If respondent does not have separate zones, provide totals by rate schedule.</p> <p>2. Revenues for penalties including penalties for unauthorized overruns must be reported on page 308.</p> <p>3. Other Revenues in columns (f) and (g) include reservation charges received by the pipeline plus usage charges for transportation and hub services, less revenues reflected in columns (b) through (e).</p>					
Line No.	Zone of Delivery Rate Schedule (a)	Revenues for Transition Costs and Take-or-Pay Amount for Current Year (b)	Revenues for Transition Costs and Take-or-Pay Amount for Previous Year (c)	Revenues for GRI and ACA Amount for Current Year (d)	Revenues for GRI and ACA Amount for Previous Year (e)
1	Not Applicable				
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
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Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo.Da.Yr.) March 31, 2021	Year of Report Dec. 31, 2020
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Revenues from Transportation of Gas of Others Through Transmission Facilities (Account 489.2)

4. Delivered Dth of gas must not be adjusted for discounting.
 5. Each incremental rate schedule and each individually certified rate schedule must be separately reported.
 6. Where transportation services are bundled with storage services, report total revenues but only transportation Dth.

Line No.	Other Revenues	Other Revenues	Total Operating Revenues	Total Operating Revenues	Dekatherm of Natural Gas	Dekatherm of Natural Gas
	Amount for Current Year (f)	Amount for Previous Year (g)	Amount for Current Year (h)	Amount for Previous Year (i)	Amount for Current Year (j)	Amount for Previous Year (k)
1						
2						
3						
4						
5						
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7						
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Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo.Da.Yr.) March 31, 2021	Year of Report Dec. 31, 2020
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Revenues from Storing Gas of Others (Account 489.4)

1. Report revenues and Dth of gas withdrawn from storage by Rate Schedule and in total.
 2. Revenues for penalties including penalties for unauthorized overruns must be reported on page 308.
 3. Other revenues in columns (f) and (g) include reservation charges, deliverability charges, injection and withdrawal charges, less revenues reflected in columns (b) through (e).

Line No.	Rate Schedule (a)	Revenues for Transition Costs and Take-or-Pay Amount for Current Year (b)	Revenues for Transition Costs and Take-or-Pay Amount for Previous Year (c)	Revenues for GRI and ACA Amount for Current Year (d)	Revenues for GRI and ACA Amount for Previous Year (e)
1	Not Applicable				
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
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Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo.Da.Yr.) March 31, 2021	Year of Report Dec. 31, 2020			
Revenues from Storing Gas of Others (Account 489.4)						
<p>4. Dth of gas withdrawn from storage must not be adjusted for discounting.</p> <p>5. Where transportation services are bundled with storage services, report only Dth withdrawn from storage.</p>						
Line No.	Other Revenues Amount for Current Year (f)	Other Revenues Amount for Previous Year (g)	Total Operating Revenues Amount for Current Year (h)	Total Operating Revenues Amount for Previous Year (i)	Dekatherm of Natural Gas Amount for Current Year (j)	Dekatherm of Natural Gas Amount for Previous Year (k)
1						
2						
3						
4						
5						
6						
7						
8						
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13						
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Name of Respondent COLUMBIA GAS OF KENTUCKY, INC		This Report Is: (1) X An Original (2) A Resubmission	Date of Report (Mo, Da, Yr) 03/31/2021	Year of Report Dec. 31, 2020
Other Gas Revenues (Account 495)				
Report below transactions of \$250,000 or more included in Account 495, Other Gas Revenues. Group all transactions below \$250,000 in one amount and provide the number of items.				
Line No.	Description of Transaction (a)	Amount (in dollars) (b)		
1	Commissions on Sale or Distribution of Gas of Others			
2	Compensation for Minor or Incidental Services Provided for Others			
3	Profit or Loss on Sale of Material and Supplies not Ordinarily Purchased for Resale			
4	Sales of Stream, Water, or Electricity, including Sales or Transfers to Other Departments			
5	Miscellaneous Royalties			
6	Revenues from Dehydration and Other Processing of Gas of Others except as provided for in the Instructions to Account 495			
7	Revenues for Right and/or Benefits Received from Others which are Realized Through Research, Development, and Demonstration Ventures			
8	Gains on Settlements of Imbalance Receivables and Payables			
9	Revenues from Penalties earned Pursuant to Tariff Provisions, including Penalties Associated with Cash-out Settlements			
10	Revenues from Shipper Supplied Gas			
11	Other revenues (Specify):			
12	Off System Sales	330,268		
13	Unbilled Revenue	2,298,872		
14	Choice Marketer Fees	451,854		
15	Columbia Pipeline Group Penalty Credits	-		
16	Miscellaneous - Other Gas Revenues	47,398		
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
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38				
39				
Total		3,128,392		

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Name of Respondent	This Report Is:	Date of Report	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.	<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	(Mo.Da.Yr.) March 31, 2021	Dec. 31, 2020

GAS OPERATION AND MAINTENANCE EXPENSES

1. Report operation and maintenance expenses. If the amount for previous year is not derived from previously reported figures, explain in footnotes.

2. Provide in footnotes the sources of the index used to determine the price for gas supplied by shippers as reflected on line 74.

Line No.	Account (a)	Amount for Current Year (b)	Amount for Previous Year (c)
1	1. PRODUCTION EXPENSES		
2	A. Manufactured Gas Production		
3	Manufactured Gas Production (Submit Supplemental Statement)*	0	0
4	B. Natural Gas Production		
5	B1. Natural Gas Production and Gathering		
6	Operation		
7	750 Operation Supervision and Engineering		
8	751 Production Maps and Records		
9	752 Gas Well Expenses		
10	753 Field Lines Expenses		
11	754 Field Compressor Station Expenses		
12	755 Field Compressor Station Fuel and Power		
13	756 Field Measuring and Regulating Station Expenses		
14	757 Purification Expenses		
15	758 Gas Well Royalties		
16	759 Other Expenses		
17	760 Rents		
18	TOTAL Operation (Total of lines 7 thru 17)		
19	Maintenance		
20	761 Maintenance Supervision and Engineering		
21	762 Maintenance of Structures and Improvements		
22	763 Maintenance of Producing Gas Wells		
23	764 Maintenance of Field Lines		
24	765 Maintenance of Field Compressor Station Equipment		
25	766 Maintenance of Field Measuring and Regulating Station Equipment		
26	767 Maintenance of Purification Equipment		
27	768 Maintenance of Drilling and Cleaning Equipment		
28	769 Maintenance of Other Equipment		
29	TOTAL Maintenance (Total of lines 20 thru 28)		
30	TOTAL Natural Gas Production and Gathering (Total of lines 18 and 29)		

*(SEE PAGE 317A)

Name of Respondent		This Report Is:	Date of Report (Mo.Da.Yr.)	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	March 31, 2021	Dec. 31, 2020
GAS OPERATION AND MAINTENANCE EXPENSES (Continued)				
Line No.	Account (a)	Amount for Current Year (b)	Amount for Previous Year (c)	
31	B2. Products Extraction			
32	Operation			
33	770 Operation Supervision and Engineering			
34	771 Operation Labor			
35	772 Gas Shrinkage			
36	773 Fuel			
37	774 Power			
38	775 Materials			
39	776 Operation Supplies and Expenses			
40	777 Gas Processed by Others			
41	778 Royalties on Products Extracted			
42	779 Marketing Expenses			
43	780 Products Purchased for Resale			
44	781 Variation in Products Inventory			
45	(Less) 782 Extracted Products Used by the Utility-Credit			
46	783 Rents			
47	TOTAL Operation (Total of Lines 33 thru 46)			
48	Maintenance			
49	784 Maintenance Supervision and Engineering			
50	785 Maintenance of Structures and Improvements			
51	786 Maintenance of Extraction and Refining Equipment			
52	787 Maintenance of Pipe Lines			
53	788 Maintenance of Extracted Products Storage Equipment			
54	789 Maintenance of Compressor Equipment			
55	790 Maintenance of Gas Measuring and Regulating Equipment			
56	791 Maintenance of Other Equipment			
57	TOTAL Maintenance (Total of lines 49 thru 56)			
58	TOTAL Products Extraction (Total of lines 47 and 57)			

Name of Respondent		This Report Is:	Date of Report (Mo.Da.Yr.)	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	March 31, 2021	Dec. 31, 2020
GAS OPERATION AND MAINTENANCE EXPENSES (Continued)				
Line No.	Account (a)	Current Year (b)	Amount for Previous Year (c)	
59	C. Exploration and Development			
60	Operation			
61	795 Delay Rentals			
62	796 Nonproductive Well Drilling			
63	797 Abandoned Leases			
64	798 Other Exploration			
65	TOTAL Exploration and Development (Total of lines 61 thru 64)			
66	D. Other Gas Supply Expenses			
67	Operation			
68	800 Natural Gas Well Head Purchases			
69	800.1 Natural Gas Well Head Purchases, Intracompany Transfers			
70	801 Natural Gas Field Line Purchases	255,442		330,451
71	802 Natural Gas Gasoline Plant Outlet Purchases			
72	803 Natural Gas Transmission Line Purchases	28,030,907		39,685,031
73	804 Natural Gas City Gate Purchases	2,118,330		1,020,440
74	804.1 Liquefied Natural Gas Purchases			
75	805 Other Gas Purchases (excluding 805.1)			
76	(Less) 805.1 Purchases Gas Costs Adjustments	(3,221,280)		(3,182,704)
77	TOTAL Purchased Gas (Total of lines 68 thru 76)	33,625,959		44,218,626
78	806 Exchange Gas	(1,284,648)		2,092,027
79	Purchased Gas Expenses			
80	807.1 Well Expense-Purchased Gas			
81	807.2 Operation of Purchased Gas Measuring Stations	293,388		246,953
82	807.3 Maintenance of Purchased Gas Measuring Stations			
83	807.4 Purchased Gas Calculations Expenses			
84	807.5 Other Purchased Gas Expenses	63,483		63,178
85	Total Purchased Gas Expenses (Total of lines 80 thru 84)	356,871		310,131

Name of Respondent		This Report Is:	Date of Report (Mo.Da.Yr.)	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	March 31, 2021	Dec. 31, 2020
GAS OPERATION AND MAINTENANCE EXPENSES (Continued)				
Line No.	Account (a)	Amount for Current Year (b)	Amount for Previous Year (c)	
86	808.1 Gas Withdrawn from Storage-Debit	21,521,992	29,776,526	
87	(Less) 808.2 Gas Delivered to Storage-Credit	16,881,945	29,704,758	
88	809.1 Withdrawals of Liquefied Natural Gas for Processing-Debit	-	-	
89	(Less) 809.2 Deliveries of Natural Gas for Processing-Credit	-	-	
90	Gas used in Utility Operation-Credit			
91	810 Gas Used for Compressor Station Fuel-Credit			
92	811 Gas Used for Products Extraction-Credit			
93	812 Gas Used for Other Utility Operations-Credit	72,367	106,431	
94	TOTAL Gas Used in Utility Operations-Credit (Total of lines 91 thru 93)	72,367	106,431	
95	813 Other Gas Supply Expenses	-	-	
96	TOTAL Other Gas Supply Exp.(Total of lines 77,78,85,86 thru 89, 94,95)	37,265,862	46,586,121	
97	TOTAL Production Expenses (Total of lines 3,30,58,65, and 96)	37,265,862	46,586,121	
98	2. NATURAL GAS STORAGE, TERMINALING AND PROCESSING EXPENSES			
99	A. Underground Storage Expenses			
100	Operation			
101	814 Operation Supervision and Engineering	-	-	
102	815 Maps and Records	-	-	
103	816 Wells Expenses	-	-	
104	817 Lines Expense	-	-	
105	818 Compressor Station Expenses	-	-	
106	819 Compressor Station Fuel and Power	-	-	
107	820 Measuring and Regulating Station Expenses	-	-	
108	821 Purification Expenses	-	-	
109	822 Exploration and Development	-	-	
110	823 Gas Losses	-	-	
111	824 Other Expenses	-	-	
112	825 Storage Well Royalties	-	-	
113	826 Rents	-	-	
114	TOTAL Operation (Total of lines 101 thru 113)	-	-	

Name of Respondent		This Report Is:	Date of Report	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	(Mo.Da.Yr.) March 31, 2021	Dec. 31, 2020
GAS OPERATION AND MAINTENANCE EXPENSES (Continued)				
Line No.	Account (a)	Amount for Current Year (b)	Amount for Previous Year (c)	
115	Maintenance			
116	830 Maintenance Supervision and Engineering			
117	831 Maintenance of Structures and Improvements			
118	832 Maintenance of Reservoirs and Wells			
119	833 Maintenance of Lines			
120	834 Maintenance of Compressor Station Equipment			
121	835 Maintenance of Measuring and Regulating Station Equipment			
122	836 Maintenance of Purification Equipment			
123	837 Maintenance of Other Equipment			
124	TOTAL Maintenance (Total of lines 116 thru 123)			
125	TOTAL Underground Storage Expenses (Total of lines 114 and 124)			
126	B. Other Storage Expenses			
127	Operation			
128	840 Operation Supervision and Engineering			
129	841 Operation Labor and Expenses			
130	842 Rents			
131	842.1 Fuel			
132	842.2 Power			
133	842.3 Gas Losses			
134	TOTAL Operation (Total of lines 128 thru 133)			
135	Maintenance			
136	843.1 Maintenance Supervision and Engineering			
137	843.2 Maintenance of Structures and Improvements			
138	843.3 Maintenance of Gas Holders			
139	843.4 Maintenance of Purification Equipment			
140	843.5 Maintenance of Liquefaction Equipment			
141	843.6 Maintenance of Vaporizing Equipment			
142	843.7 Maintenance of Compressor Equipment			
143	843.8 Maintenance of Measuring and Regulating Equipment			
144	843.9 Maintenance of Other Equipment			
145	TOTAL Maintenance (Total of lines 136 thru 144)			
146	TOTAL Other Storage Expenses (Total of lines 134 and 145)			

Name of Respondent		This Report Is:	Date of Report	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	(Mo.Da.Yr.) March 31, 2021	Dec. 31, 2020
GAS OPERATION AND MAINTENANCE EXPENSES (Continued)				
Line No.	Account (a)	Amount for Current Year (b)	Amount for Previous Year (c)	
147	C. Liquefied Natural Gas Terminating and Processing Expenses			
148	Operation			
149	844.1 Operation Supervision and Engineering			
150	844.2 LNG Processing Terminal Labor and Expenses			
151	844.3 Liquefaction Processing Labor and Expenses			
152	844.4 Liquefaction Transportation Labor and Expenses			
153	844.5 Measuring and Regulating Labor and Expenses			
154	844.6 Compressor Station Labor and Expenses			
155	844.7 Communication System Expenses			
156	844.8 System Control and Load Dispatching			
157	845.1 Fuel			
158	845.2 Power			
159	845.3 Rents			
160	845.4 Demurrage Charges			
161	(less) 845.5 Wharfage Receipts-Credit			
162	845.6 Processing Liquefied or Vaporized Gas by Others			
163	846.1 Gas Losses			
164	846.2 Other Expenses			
165	TOTAL Operation (Total of lines 149 thru 164)			
166	Maintenance			
167	847.1 Maintenance Supervision and Engineering			
168	847.2 Maintenance of Structures and Improvements			
169	847.3 Maintenance of LNG Processing Terminal Equipment			
170	847.4 Maintenance of LNG Transportation Equipment			
171	847.5 Maintenance of Measuring and Regulating Equipment			
172	847.6 Maintenance of Compressor Station Equipment			
173	847.7 Maintenance of Communication Equipment			
174	847.8 Maintenance of Other Equipment			
175	TOTAL Maintenance (Total of lines 167 thru 174)			
176	TOTAL Liquefied Nat Gas Terminating and Proc Exp (Total of lines 165 and 175)			
177	TOTAL Natural Gas Storage (Total of lines 125, 146, and 176)			

Name of Respondent		This Report Is:	Date of Report (Mo.Da.Yr.)	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	March 31, 2021	Dec. 31, 2020
GAS OPERATION AND MAINTENANCE EXPENSES (Continued)				
Line No.	Account (a)	Amount for Current Year (b)	Amount for Previous Year (c)	
178	3. TRANSMISSION EXPENSES			
179	Operation			
180	850 Operation Supervision and Engineering	0	0	
181	851 System Control and Load Dispatching			
182	852 Communication System Expenses	993	1,722	
183	853 Compressor Station Labor and Expenses			
184	854 Gas for Compressor Station Fuel			
185	855 Other Fuel and Power for Compressor Stations			
186	856 Mains Expenses			
187	857 Measuring and Regulating Station Expenses			
188	858 Transmission and Compression of Gas by Others			
189	859 Other Expenses			
190	860 Rents			
191	TOTAL Operation (Total of lines 180 thru 190)	993	1,722	
192	Maintenance			
193	861 Maintenance Supervision and Engineering			
194	862 Maintenance of Structures and Improvements			
195	863 Maintenance of Mains			
196	864 Maintenance of Compressor Station Equipment			
197	865 Maintenance of Measuring and Regulating Station Equipment			
198	866 Maintenance of Communication Equipment			
199	867 Maintenance of Other Equipment			
200	TOTAL Maintenance (Total of lines 193 thru 199)	0	0	
201	TOTAL Transmission Expenses (Total of lines 191 and 200)	993	1,722	
202	4. DISTRIBUTION EXPENSES			
203	Operation			
204	870 Operation Supervision and Engineering	1,359,550	2,204,139	
205	871 Distribution Load Dispatching	104,578	91,997	
206	872 Compressor Station Labor and Expenses			
207	873 Compressor Station Fuel and Power			

Name of Respondent		This Report Is:	Date of Report (Mo.Da.Yr.)	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	March 31, 2021	Dec. 31, 2020
GAS OPERATION AND MAINTENANCE EXPENSES (Continued)				
Line No.	Account (a)	Amount for Current Year (b)	Amount for Previous Year (c)	
208	874 Mains and Services Expenses	7,147,221	7,294,752	
209	875 Measuring and Regulating Station Expenses-General	315,518	308,382	
210	876 Measuring and Regulating Station Expenses-Industrial	89,947	73,391	
211	877 Measuring and Regulating Station Expenses-City Gas Check Station	-	-	
212	878 Meter and House Regulator Expenses	1,396,125	1,693,041	
213	879 Customer Installations Expenses	3,021,193	3,316,615	
214	880 Other Expenses	1,181,596	1,407,800	
215	881 Rents	16,382	32,051	
216	TOTAL Operation (Total of lines 204 thru 215)	14,632,110	16,422,168	
217	Maintenance			
218	885 Maintenance Supervision and Engineering	79,710	75,632	
219	886 Maintenance of Structures and Improvements	155,193	242,948	
220	887 Maintenance of Mains	2,617,807	2,877,872	
221	888 Maintenance of Compressor Station Equipment	-	-	
222	889 Maintenance of Measuring and Regulating Station Equipment-General	787,514	493,219	
223	890 Maintenance of Meas. And Reg. Station Equipment-Industrial	95,103	112,910	
224	891 Maintenance of Meas. And Reg. Station Equip-City Gate Check Station	-	-	
225	892 Maintenance of Services	750,319	618,924	
226	893 Maintenance of Meters and House Regulators	127,680	142,090	
227	894 Maintenance of Other Equipment	353,166	340,726	
228	TOTAL Maintenance (Total of lines 218 thru 227)	4,966,492	4,904,321	
229	TOTAL Distribution Expenses (Total of lines 216 and 228)	19,598,602	21,326,489	
230	5. CUSTOMER ACCOUNTS EXPENSES			
231	Operation			
232	901 Supervision	-	-	
233	902 Meter Reading Expenses	243,591	260,915	
234	903 Customer Records and Collection Expenses	2,457,277	3,084,384	

Name of Respondent		This Report Is:	Date of Report	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	March 31, 2021	Dec. 31, 2020
GAS OPERATION AND MAINTENANCE EXPENSES (Continued)				
Line No.	Account (a)	Amount for Current Year (b)	Amount for Previous Year (c)	
235	904 Uncollectible Accounts	3,065,474	866,370	
236	905 Miscellaneous Customer Accounts Expenses	9,833	10,471	
237	TOTAL Customer Accounts Expenses (Total of lines 232 thru 236)	5,776,175	3,577,709	
238	6. CUSTOMER SERVICE AND INFORMATIONAL EXPENSES			
239	Operation			
240	907 Supervision	0	0	
241	908 Customer Assistance Expenses	77,001	247,324	
242	909 Informational and Instructional Expenses	31,190	50,612	
243	910 Miscellaneous Customer Service and Informational Expenses	267,292	200,207	
244	TOTAL Customer Service and Information Expenses (Total of lines 240 thru 243)	375,483	498,143	
245	7. SALES EXPENSES			
246	Operation			
247	911 Supervision	6,589	11,361	
248	912 Demonstrating and Selling Expenses	5,543	40,813	
249	913 Advertising Expenses	24,988	122,404	
250	916 Miscellaneous Sales Expenses	-	-	
251	TOTAL Sales Expenses (Total of lines 247 thru 250)	37,120	174,578	
252	8. ADMINISTRATIVE AND GENERAL EXPENSES			
253	Operation			
254	920 Administrative and General Salaries	8,337,825	6,798,818	
255	921 Office Supplies and Expenses	1,381,929	1,531,527	
256	(Less) 922 Administrative Expenses Transferred-Credit	-	-	
257	923 Outside Services Employed	6,485,350	5,949,145	
258	924 Property Insurance	39,517	41,139	
259	925 Injuries and Damages	2,041,739	1,504,073	
260	926 Employee Pensions and Benefits	3,894,834	4,962,155	
261	927 Franchise Requirements	-	-	
262	928 Regulatory Commission Expenses	274,180	342,371	
263	(Less) 929 Duplicate Charges-Credit	-	-	
264	930.1 General Advertising Expenses	17,192	1,051	
265	930.2 Miscellaneous General Expenses	48,289	71,644	
266	931 Rents	842,492	964,769	
267	TOTAL Operation (Total of lines 254 thru 266)	23,363,347	22,166,692	
268	Maintenance			
269	932 Maintenance of General Plant	785,958	864,373	
270	TOTAL Administrative and General Expenses (Total of lines 267 and 269)	24,149,305	23,031,065	
271	TOTAL Gas O & M Expenses (Total of lines 97,177,201,229,237,244,251 and 270)	87,203,540	95,840,258	

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) March 31, 2021	Year of Report Dec. 31, 2020
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EXCHANGE AND IMBALANCE TRANSACTIONS

1. Report below details by zone and rate schedule concerning the gas quantities and related dollar amount of imbalances associated with system balancing and no-notice service. Also, report certificated natural gas exchange transactions during the year. Provide subtotals for imbalance and no-notice quantities for exchange.

If respondent does not have separate zones, provide totals by rate schedule. Minor transactions (less than 100,000 Dth) may be grouped.

Line No.	Zone/Rate Schedule (a)	Gas Received from Others		Gas Delivered to Others	
		Amount (b)	DTH (c)	Amount (d)	DTH (e)
1	Off System Sales			(1,006,150)	(118,000)
2	Transportation Imbalances with End Users	(278,497)	640		
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25	TOTAL	(278,497)	640	(1,006,150)	(118,000)

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.		This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission		Date of Report (Mo. Da. Yr.) March 31, 2021		Year Ending Dec. 31, 2020	
GAS USED IN UTILITY OPERATIONS							
1. Report below details of credits during the year to Accounts 810, 811, and 812				2. If any natural gas was used by the respondent for which a charge was not made to the appropriate operating expense or other account, list separately in column (c) the MCF of gas used, omitting entries in column (d)			
Line No	Purpose for Which Gas Was Used (a)	Account Charged (b)	Natural Gas		Manufactured Gas		
			Gas Used (DTH) (c)	Amount of Credit (in dollars) (d)	Gas Used (MCF) (e)	Amount of Credit (f)	
1	810 Gas Used for Compressor Station Fuel - Credit						
2	811 Gas Used for Products Extraction - Credit						
3	Gas Shrinkage and Other Usage in Respondent's Own Processing						
4	Gas Shrinkage, etc for Respondent's Gas Processed by Others						
5	812 Gas Used for Other Utility Operations - Credit (Report separately for each principal use. Group minor uses.)						
6	Heat for Building and Other Uses:	805	8,810	21,518			
		874	8,810	21,518			
		875	695	1,699			
		880	10,646	26,002			
		921	668	1,630			
7							
8							
9							
10							
11							
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16							
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18							
19							
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21							
22							
23							
24							
25							
	TOTAL		29,629	72,367			

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC	This Report Is: (X) An Original () A Resubmission	Date of Report March 31, 2021	Year of Report Dec. 31, 2020	
Transmission and Compression of Gas by Others (Account 858)				
<p>1. Report below the details concerning gas transported or compressed for respondent by others equalling more than 1,000,000 Dth and amounts of payments for such services during the year. Minor items (less than 1,000,000)Dth may be grouped. Also, include in column © amounts paid as transition costs to an upstream pipeline.</p> <p>2. In column (a) give name of companies, point of delivery and receipt of gas. Designate points of delivery and receipt so that they can be identified readily on a map of respondent's pipeline system.</p> <p>3. Designate associated companies with an asterisk in column (b).</p>				
		*	Amount of Payment (in dollars)	Dth of Gas Delivered
Line No.	Name of Company and Description of Services Performed (a)	(b)	(c)	(d)
1	Not Applicable			
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25	Total			

Name of Respondent		This Report Is:	Date of Report	Year Ending
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	(Mo.Da.Yr.) March 31, 2021	Dec. 31, 2020
Other Gas Supply Expenses (Account 813)				
1. Report other gas supple expenses by descriptive titles that clearly indicate the nature of each such expense Show maintenance expenses , revaluation of monthly encroachments recorded in Account 117.4 and losses or settlements of imbalances and gas losses not associated with storage separately. Indicate the functional classification and purposes to which any expenses relate. List separately items of \$250,000 or more				
Line No	Description (a)	Amount (in dollars) (b)		
1	Not applicable			
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25	Total	0		

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC		This Report Is: <input type="checkbox"/> (1) X An Original <input type="checkbox"/> (2) A Resubmission	Date of Report (Mo, Da, Yr) 03/31/2021	Year Ending Dec. 31, 2020
Miscellaneous General Expenses (Account 930.2)				
1. Provide the information requested below on miscellaneous general expenses.				
2. For Other Expenses, show the (a) purpose, (b) recipient and (c) amount of such items. List separately amounts of \$250,000 or more however, amounts less than \$250,000 may be grouped if the number of items of so grouped is shown.				
Line No.	Description (a)	Amount (in dollars) (b)		
1	Industry association dues.	44,539		
2	Experimental and general research expenses.			
	a. Gas Research Institute (GRI)			
	b. Other			
3	Publishing and distributing information and reports to stockholders, trustee, registrar, and transfer agent fees and expenses, and other expenses of servicing outstanding securities of the respondent			
4	Other expenses	84,798		
5	Rent Allocation for NiSource Corporate Services	(81,048)		
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25	Total	48,289		

Name of Respondent		This Report is:	Date of Report (Mo, Da, Yr)	Year Ending
Columbia Gas of Kentucky, Inc.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	March 31, 2021	Dec. 31, 2020
DEPRECIATION, DEPLETION, AND AMORTIZATION OF GAS PLANT (Accounts 403, 404.1, 404.2, 404.3, 405) (Except Amortization of Acquisition Adjustments)				
1 Report in Section A the amounts of depreciation expense, depletion and amortization for the accounts indicated and classified according to the plant functional groups shown		2 Report in Section B column (b) all depreciation or amortizable plant balances to which rates are applied and show a composite total (if more desirable, report by plant account, subaccount or functional classifications other than those pre-printed in column (a) Indicate in a footnote the manner in which column (b) balances are		
Section A. Summary of Depreciation, Depletion, and Amortization Charges				
Line No.	Functional Classification (a)	Depreciation Expense (Account 403) (b)	Amortization and Depletion of Producing Natural Gas Land and Land Rights (Account 404.1) (c)	Amortization of Underground Storage Land and Land Rights (Account 404.2) (d)
1	Intangible plant	0		
2	Production plant, manufactured gas	0		
3	Production and gathering plant, natural gas	0		
4	Products extraction plant	0		
5	Underground gas storage plant	0		
6	Other storage plant	0		
7	Base load LNG terminaling and processing plant	0		
8	Transmission plant	0		
9	Distribution plant	13,478,075		
10	General plant	11,836		
11	Common plant - gas			
12	TOTAL	13,489,911	0	0

Name of Respondent Columbia Gas of Kentucky, Inc.	This Report is:	Date of Report (Mo, Da, Yr) March 31, 2021	Year Ending Dec. 31, 2020
	<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission		

**DEPRECIATION, DEPLETION, AND AMORTIZATION OF GAS PLANT (Accounts 403, 404.1, 404.2, 404.3, 405)
(Except Amortization of Acquisition Adjustments)**

obtained If average balances are used, state the method of averaging used For column (c) report available information for each plant functional classification listed in column (a). If composite depreciation accounting is used, report available information called for in columns (b) and (c) on this basis Where the unit-of-production method is used

to determine depreciation charges, showing a footnote any revisions made to estimated gas reserves
3. If provisions for depreciation were made during the year in addition to depreciation provided by application of reported rates, state in a footnote the amounts and nature of the provisions and the plant items to which related

Section A. Summary of Depreciation, Depletion, and Amortization Charges

Amortization of Other Limited - term Gas Plant (Account 404.3) (e)	Amortization of Other Gas Plant (Account 405) (f)	Total (b to f) (g)	Functional Classification (a)	Line No.
1,174,788		1,174,788	Intangible plant	1
		0	Production plant, manufactured gas	2
		0	Production and gathering plant, natural gas	3
		0	Products extraction plant	4
		0	Underground gas storage plant	5
		0	Other storage plant	6
		0	Base load LNG terminaling and processing plant	7
		0	Transmission plant	8
46,344		13,524,419	Distribution plant	9
458,665		470,501	General plant	10
		0	Common plant - gas	11
1,679,797	0	15,169,708	TOTAL	12

Name of Respondent Columbia Gas of Kentucky, Inc.	This Report is:	Date of Report (Mo, Da, Yr) March 31, 2021	Year Ending Dec. 31, 2020
	<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission		

DEPRECIATION, DEPLETION, AND AMORTIZATION OF GAS PLANT (Continued)

4 Add rows as necessary to completely report all data Number the additional rows in sequence as 2.01, 2.02, 3.01, 3.02, etc.

Section B, Factors Used in Estimating Depreciation Charges

Line No.	Functional Classification (a)	Depreciation Plant Base (thousands) (b)	Applied Depreciation or Amortization Rates (percent) (c)
1	Production and Gathering Plant		
2	Offshore		
3	Onshore		
4	Underground Gas Storage Plant		
5	Transmission Plant		
6	Offshore		
7	Onshore		
8	General Plant	6,194	7.60%
9	Liquefied Petroleum Gas - Air Plant	0	0
10	Distribution Plant	552,437	2.45%
11			
12			
13			
14			
15	Total	558,630	2.51%

Notes to Depreciation, Depletion and Amortization of Gas Plant

Straight-line depreciation accruals are computed monthly by applying one-twelfth of the annual depreciation rate to the balance of the property account at the beginning of each month. Depreciation rates cannot be fixed solely on the basis of statistical studies. While statistical studies based upon past experience have value in making judgments, management must also consider current or anticipated changes in operating conditions, gas supply, physical conditions, technological breakthroughs and short and long-range construction projects.

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo.Da.Yr.) March 31, 2021	Year Ending Dec. 31, 2020
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PARTICULARS CONCERNING CERTAIN INCOME DEDUCTIONS AND INTEREST CHARGES ACCOUNTS

Report the information specified below, in the order given, for the respective income deduction and interest charges accounts.

(a) *Miscellaneous Amortization (Account 425)* - Describe the nature of items included in this account, the contra account charged, the total of amortization charges for the year, and the period of amortization.

(b) *Miscellaneous Income Deductions* - Report the nature, payee and amount of other income deductions for the year as required by Accounts 426 1, *Donations*; 426 2, *Life Insurance*; 426 3, *Penalties*; 426 4, *Expenditures for Certain Civic, Political and Related Activities*; and 426 5, *Other Deductions*, of the Uniform System of Accounts.

Amounts less than \$250,000 may be grouped by classes within the above accounts.

(c) *Interest on Debt to Associated Companies (Account 430)* - For each associated company that incurred interest on debt during the year, indicate the amount and interest rate respectively for (a) advances on notes, (b) advances on open account, (c) notes payable, (d) accounts payable, and (e) other debt, and total interest. Explain the nature of other debt on which interest was incurred during the year.

(d) *Other Interest Expense (Account 431)* - Report details including the amount and interest rate for other interest charges incurred during the year.

Line No.	Item (a)	Amount (b)
1	ACCOUNT 425	
2	MISCELLANEOUS AMORTIZATIONS	(25,903)
3		
4	TOTAL ACCOUNT 425	(25,903)
5		
6	ACCOUNT 426	
7	CONTRIBUTIONS	2,111
8	SHAREHOLDER PORTION OF ENERGY ASSISTANCE PROGRAM	211,943
9	PENALTY PAYMENTS	243,522
10	OTHER	6,715
11		
12		
13		
14	TOTAL ACCOUNT 426	464,291
15		
16	ACCOUNT 430	
17	PROMISSORY NOTES (SEE PAGE 257)	7,484,136
18	MONEY POOL	102,729
19		
20	TOTAL ACCOUNT 430	7,586,865
21		
22	ACCOUNT 431	
23	RATE REFUNDS	(36,720)
24	CUSTOMER DEPOSITS	37,783
25		
26		
27		
28		
29	TOTAL ACCOUNT 431	1,063
30		
31		
32		
33		
34		

Name of Respondent Columbia Gas of Kentucky, Inc.		This Report is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo. Da. Yr.) March 31, 2021	Year Ending Dec 31, 2020	
REGULATORY COMMISSION EXPENSES (Account 928)					
1. Report below details of regulatory commission expenses incurred during the current year (or in previous years, if being amortized) relating to formal cases before a regulatory body, or cases in which such a body was a party.			2. In columns (b) and (c), indicate whether the expenses were assessed by a regulatory body or were otherwise incurred by the utility.		
Line No	Description (Furnish name of regulatory commission or body, the docket number and a description of the case)	Assessed by Regulatory Commission	Expenses of Utility	Total Expenses to date	Deferred in Account 182 3 at Beginning of Year
	(a)	(b)	(c)	(d)	(e)
1					
2					
3	Assessment Fees Based on Revenue	274,180	0	274,180	0
4					
5	2016 Rate Case	0	-	0	-
6					
7	Other Post Employment Benefits	0	0	0	0
8					
9	Miscellaneous: Other	0	0	0	0
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23	TOTAL	274,180	0	274,180	0

Name of Respondent Columbia Gas of Kentucky, Inc.		This Report is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) March 31, 2021		Year Ending Dec 31, 2020	
REGULATORY COMMISSION EXPENSES (Continued)							
3. Show in Column (k) any expenses incurred in prior years that are being amortized. List in Column (a) the period of amortization. 4. Identify separately all annual charge adjustments (ACA).				5. List in column (f), (g), and (h) expenses incurred during the year which were charges currently to income, plant or other accounts. 6. Minor items (less than \$250,000) may be grouped.			
EXPENSES INCURRED DURING YEAR					AMORTIZED DURING THE YEAR		
Line No	CHARGED CURRENTLY TO			Deferred to Account 182.3	Contra Account	Amount	Deferred in Account 182.3 End of Year
	Department	Account No	Amount				
	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1							
2							
3	Gas	928	274,180	0		0	0
4							
5	Gas	928	0	0		0	0
6							
7	Gas	928	0	0		0	0
8							
9	Gas	928	0	0		0	0
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23			274,180	0	0	0	0

Name of Respondent		This Report Is:	Date of Report	Year Ending
COLUMBIA GAS OF KENTUCKY		(X) An Original () A Resubmission	March 31, 2021	Dec. 31, 2020
DISTRIBUTION OF SALARIES AND WAGES				
Report below the distribution of total salaries and wages for the year. Segregate amounts originally charged to clearing accounts to Utility Departments, Construction, Plant Removals, and Other Accounts, and enter such amounts in the appropriate lines and columns provided. In determining this segregation of salaries and wages originally charged to clearing accounts, a method of approximation giving substantially correct results may be used. When reporting detail of other accounts, enter as many rows as necessary numbered sequentially starting with 74.01, 74.02, etc.				
Line No.	Classification (a)	Direct Payroll Distribution (b)	Allocation of Payroll Charged for Clearing Accounts (c)	Total (d)
1	Electric			
2	Operation			
3	Production			
4	Transmission			
5	Distribution			
6	Customer Accounts			
7	Customer Service and Informational			
8	Sales			
9	Administrative and General			
10	TOTAL Operation (Enter Total of lines 3 thru 9)			
11	Maintenance			
12	Production			
13	Transmission			
14	Distribution			
15	Administrative and General			
16	TOTAL Maintenance (Enter Total of lines 12 thru 15)			
17	Total Operation and Maintenance			
18	Production (Total of lines 3 and 12)			
19	Transmission (Total of lines 4 and 13)			
20	Distribution (Total of lines 5 and 14)			
21	Customer Accounts (line 6)			
22	Customer Service and Informational (Transcribe from line 7)			
23	Sales (line 8)			
24	Administrative and General (Total of lines 9 and 15)			
25	TOTAL Operation (Total of lines 18 thru 24)			
26	Gas			
27	Operation			
28	Production - Manufactured Gas			
29	Production - Natural Gas (Including Exploration and Development)			
30	Other Gas Supply			
31	Storage, LNG Terminaling and Processing			
32	Transmission			
33	Distribution	5,706,398	1,266,753	6,973,151
34	Customer Accounts	391,844	77,589	469,433
35	Customer Service and Informational			
36	Sales			
37	Administrative and General	1,731,024	326,567	2,057,591
38	TOTAL Operation (Total of lines 28 thru 37)	7,829,266	1,670,909	9,500,175
39	Maintenance			
40	Production - Manufactured Gas			
41	Production - Natural Gas (Including Exploration and Development)			
42	Other Gas Supply			
43	Storage, LNG Terminaling and Processing			
44	Transmission			
45	Distribution	1,682,393	360,256	2,042,649
46	Administrative and General			
47	TOTAL Maintenance (Total of lines 40 thru 46)	1,682,393	360,256	2,042,649

Name of Respondent		This Report Is:	Date of Report	Year Ending
COLUMBIA GAS OF KENTUCKY, INC.		(1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	March 31, 2021	Dec. 31, 2020
DISTRIBUTION OF SALARIES AND WAGES (Continued)				
Line No.	Classification (a)	Direct Payroll Distribution (b)	Allocation of Payroll Charged for Clearing Accounts (c)	Total (d)
48	Gas (Continued)			
49	Total Operation and Maintenance			
50	Production - Manufactured Gas (Lines 28 and 40)			
51	Production - Natural Gas (Including Expl. and Dev.) (Lines 29 and 41)			
52	Other Gas Supply (Lines 30 and 42)			
53	Storage, LNG Terminaling and Processing (Lines 31 and 43)			
54	Transmission (Lines 32 and 44)			
55	Distribution (Lines 33 and 45)	7,388,791	1,627,009	9,015,800
56	Customer Accounts (Line 34)	391,844	77,589	469,433
57	Customer Service and Informational (Line 35)			
58	Sales (Line 36)			
59	Administrative and General (Lines 37 and 46)	1,731,024	326,567	2,057,591
60	TOTAL Operation and Maint. (Total of lines 49 thru 58)	9,511,659	2,031,165	11,542,824
61	Other Utility Departments			
62	Operation and Maintenance			
63	TOTAL All Utility Dept. (Total of lines 25, 59, and 61)	9,511,659	2,031,165	11,542,824
64	Utility Plant			
65	Construction (By Utility Departments)			
66	Electric Plant			
67	Gas Plant	5,951,062	1,169,281	7,120,343
68	Other			
69	TOTAL Construction (Total of Lines 65 thru 67)	5,951,062	1,169,281	7,120,343
70	Plant Removal (By Utility Departments)			
71	Electric Plant			
72	Gas Plant	627,544	119,772	747,316
73	Other			0
74	TOTAL Plant Removal (Total of lines 70 thru 72)	627,544	119,772	747,316
75	Other Accounts (Specify):			
76				
77	Preliminary Survey and Investigation	5,841	1,354	7,195
78	Maintenance and Jobbing Work in Process	24,635	6,377	31,012
79	Other Miscellaneous	83,384	27,685	111,069
80				
81				
82				
82				
83				
84				
85				
86				
87				
88				
89				
90				
91				
92				
93				
94				
95	TOTAL Other Accounts	113,860	35,416	149,276
96	TOTAL SALARIES AND WAGES	16,204,125	3,355,634	19,559,759

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Name of Respondent		This Report Is:	Date of Report	Year Ending
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	(Mo. Da. Yr.) March 31, 2021	Dec. 31, 2020
CHARGES FOR OUTSIDE PROFESSIONAL AND OTHER CONSULTATIVE SERVICES				
<p>1. Report the information specified below for all charges made during the year included in any account (including plant accounts) for outside consultative and other professional services. These services include rate, management, construction, engineering, research, financial, valuation, legal, accounting, purchasing, advertising, labor relations, and public relations, rendered for the respondent under written or oral arrangement, for which aggregate payments were made during the year to any corporation partnership, organization of any kind, or individual (other than for services as an employee or for payments made for medical and related services) amounting to more than \$250,000, including payments for legislative services, except those which should be reported in Account 426 4 <i>Expenditures for Certain Civic, Political and Related Activities</i></p> <p>(a) Name of person or organization rendering services (b) Total charges for the year</p> <p>2. Designate associated companies with an asterisk in column (b).</p>				
Line No	Description (a)	(b)	Amount (in dollars) (c)	
1	Nisource Corporate Service, Co.	*		
2	290 Nationwide Blvd.			
3	Columbus, Ohio 43215			
4				
5	Agrees to furnish at such times, and for such periods and in such manner, as the			
6	respondent may, from time to time desire, accounting and statistical, auditing,			
7	budget, cash management, communications and telecontrol, corporate, electronic			
8	data processing, employee relations, environmental affairs, financial services,			
9	insurance, office space, officers, operation and planning, public relations,			
10	tax, transportation and other services, the description of which is included in			
11	the service agreement.			
12				
13	Actual costs from the service corporation include a reasonable compensation for			
14	necessary capital procured through the issuance of capital stock.			
15				
16	Total Charges For The Year: <u>ACCOUNT</u>			
17				
18				
19				
20	107		6,640,241	
21	108		81,183	
22	165		(427,803)	
23	182		3,326	
24	186		389	
25	807		356,871	
26	870		704,596	
27	874		154,477	
28	875		20,606	
29	876		16,860	
30	878		100,877	
31	879		96,416	
32	880		27,328	
33	887		42,044	
34	889		20,597	
35	890		28,419	
36	892		31,564	
37	893		26,744	
38	894		72,199	
39	903		1,400,091	
40	908		8,993	
41	909		2,301	
42	910		267,292	
43	911		6,589	
44	912		5,543	
45	913		24,988	
46	920		5,101,048	
47	921		374,100	
48	923		5,635,286	
49	924		608	
50	925		73,474	
51	926		1,396,266	
52	930		41,808	
53	931		696,257	
54	932		784,772	
55				
56			<u>23,816,348</u>	
57				
58				

Name of Respondent	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo.Da.Yr.) March 31, 2021	Year Ending (Mo.Da.Yr.) Dec. 31, 2020
COLUMBIA GAS OF KENTUCKY, INC.			
CHARGES FOR OUTSIDE PROFESSIONAL AND OTHER CONSULTATIVE SERVICES (Continued)			
2. ANNUAL PAYMENTS OVER \$250,000			
Payee Name	Type of Service & Basis	Account	Amount
Advance Control Panels Inc. 1845 Willowcreek Blvd Portage, In 46368	Pipeline Construction & Maintenance	107	1,155,179
		108	680
		871	5,820
		876	4,404
		886	350
		887	2,848
		890	1,500
		894	3,236
		Total	\$
Buchanan Contracting Incorporated 128 Silver Maple Ln Stanton, Ky 40380	Consultant Services	107	968,789
		108	53,919
		183	11,259
		874	884,491
		880	1,122
		887	20,992
		892	54,135
		923	78,279
		Total	\$
Campos EPC, LLC 1401 Blake St Denver, CO 80202	Consultant Services	183	539,909
		186	108,000
		Total	\$
Columbia Gas Transmission 700 Louisiana St Ste 700 Houston, TX 77002	Consultant Services	107	322,000
		232	115,596
		Total	\$
Cyprus Energy Partners LP 5727 S Lewis Ave Ste 300 Tulsa, OK 74105	Inspection Services	107	379,809
		183	4,011
		Total	\$
Fishel Company 1366 Dublin Rd. Columbus , OH 43271-0746	Locating Services	107	9,718,852
		108	78,312
		183	681,724
		186	15,992
		874	36,997
		875	2,694
		878	1,044
		880	3,594
		886	1,276
		887	9,674
		889	11,316
		890	1,044
		892	5,095
Total	\$	10,567,614	
Forell Innovation 1178 Sarvey Mill Rd Lucinda, PA 16235	Consultant Services	107	314,298
		108	2,400
		183	174,487
		186	2,847
		874	106,262
		886	3,048
		889	1,016
Total	\$	604,359	

Name of Respondent	This Report Is: (1) [X] An Original (2) [] A Resubmission	Date of Report (Mo. Da. Yr.) March 31, 2021	Year Ending (Mo. Da. Yr.) Dec. 31, 2020
COLUMBIA GAS OF KENTUCKY, INC.			
CHARGES FOR OUTSIDE PROFESSIONAL AND OTHER CONSULTATIVE SERVICES (Continued)			
2. ANNUAL PAYMENTS OVER \$250,000			
<u>Payee Name</u>	<u>Type of Service & Basis</u>	<u>Account</u>	<u>Amount</u>
CJ Hughes Construction, Inc P.O. Box 7305 Huntington, WV 25776	Pipeline Construction & Maintenance	107	2,695,884
		108	250,709
		887	75,054
		892	277
		Total	\$ 3,021,925
Metal Building Erectors, Inc PO Box 472 Eleanor, WV 25070	Construction Services	107	281,706
		Total	\$ 281,706
Miller Pipeline Corp 8850 Crawfordsville Rd Indianapolis, IL 46234	Pipeline Construction & Maintenance	107	5,941,209
		108	77,620
		887	679
		Total	\$ 6,019,508
Operations Technology Development 1700 S Mt Prospect Rd Des Plaines, IL 60018	Consultant Services	232	600,000
		Total	\$ 600,000
Reconn Holdings, LLC 9045 N. River Rd. Suite 300 Indianapolis, IN 46240	Locating Services	874	413,131
		879	136,683
		880	96
		887	49,659
		Total	\$ 599,569
RLA Inestments Inc. 389 S Wayne Ave. CINCINNATI, OH 45215	Pipeline Construction & Maintenance	107	9,484,777
		108	808,588
		874	28,234
		878	1,159
		879	24,590
		887	582,602
		889	1,239
		892	129,896
		893	619
		923	11,241
Total	\$ 11,072,944		
Stanley Pipeline , Inc. 5425 Paris Road Winchester , KY 40391	Pipeline Construction & Maintenance	107	6,254,628
		108	37,818
		874	265
		887	96,707
		889	431
		892	4,826
Total	\$ 6,394,675		
Surveying and Mapping LLC 4801 Southwest Pkwy Austin, TX 78735	Locating Services	107	341,606
		Total	\$ 341,606
Urg Acquisition Company LLC 6808 Nineteen and One Half Mile Rd. Sterling Heights, MI 48314	Locating Services	874	1,708,700
		Total	\$ 1,708,700

Name of Respondent Columbia Gas of Kentucky, Inc.	This Report is:	Date of Report (Mo, Da, Yr) March 31, 2021	Year Ending Dec. 31, 2020
	<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission		

Compressor Stations

1. Report below details concerning compressor stations. Use the following subheadings: field compressor stations, products extraction compressor stations, underground storage compressor stations, transmission compressor stations, distribution compressor stations, and other compressor stations.
 2 For column (a), indicate the production areas where such stations are used. Group relatively small field compressor stations by production areas. Show the number of stations grouped. Identify any station held under a title other than full ownership. State in a footnote the name of owner or co-owner, the nature of respondent's title, and the percentage of ownership if jointly owned.

Line No.	Name of Station and Location (a)	Number of Units at Station (b)	Certificated Horsepower for Each Station (c)	Plant Cost (d)
1	Not Applicable			
2				
3				
4				
5				
6				
7				
8				
9				
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Name of Respondent		This Report Is:		Date of Report (Mo.Da.Yr.)	Year of Report
COLUMBIA GAS OF KENTUCKY, INC.		(1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		March 31, 2021	Dec. 31, 2020
GAS STORAGE PROJECTS					
1.Report injections and withdrawals of as for all storage projects used by respondent.					
Line No.	Item (a)	Gas Belonging to Respondent (Dth) (b)	Gas Belonging to Others (Dth) (c)	Total Amount (Dth) (d)	
	Storage Operations (In DTH)				
1	Gas Delivered to Storage				
2	January	46,680			46,680
3	February	(1,574)			(1,574)
4	March	17,989			17,989
5	April	556,525			556,525
6	May	1,517,685			1,517,685
7	June	1,654,999			1,654,999
8	July	1,828,649			1,828,649
9	August	1,700,249			1,700,249
10	September	1,222,475			1,222,475
11	October	612,310			612,310
12	November	5,961			5,961
13	December	(1,817)			(1,817)
14	TOTAL (Enter Total of Lines 2 Thru 13)	9,160,131			9,160,131
15	Gas Withdrawn from Storage				
16	January	2,813,286			2,813,286
17	February	2,399,187			2,399,187
18	March	1,167,146			1,167,146
19	April	183,578			183,578
20	May	528,667			528,667
21	June	3,888			3,888
22	July	212			212
23	August	46,820			46,820
24	September	49,855			49,855
25	October	121,716			121,716
26	November	870,093			870,093
27	December	2,114,357			2,114,357
28	TOTAL (Enter Total of Lines 16 Thru 27)	10,298,805			10,298,805

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.		This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo.Da.Yr.) March 31, 2021	Year Ending Dec. 31, 2020
Gas Storage Projects				
<p>1. On line 4, enter the total storage capacity certified by FERC. 2. Report total amount in Dth or other unit, as applicable on lines 2, 3, 4, 7. If quantity is converted from Mcf to Dth, provide conversion factor in a footnote.</p>				
Line No.	Item (a)	Total Amount (b)		
STORAGE OPERATIONS				
1	Top of Working Gas End of Year			
2	Cushion Gas (Including Native Gas)			
3	Total Gas in Reservoir (Total of line 1 and 2)			
4	Certified Storage Capacity			
5	Number of Injection - Withdrawal Wells			
6	Number of Observation Wells			
7	Maximum Days' Withdrawal from Storage			
8	Date of Maximum Days' Withdrawal			
9	LNG Terminal Companies (in Dth)			
10	Number of Tanks			
11	Capacity of Tanks			
12	LNG Volume			
13	Received at "Ship Rail"			
14	Transferred to Tanks			
15	Withdrawn from Tanks			
16	"Boil Off" Vaporization Loss			

Name of Respondent		This Report Is:	Date of Report	Year Ending
COLUMBIA GAS OF KENTUCKY, INC.		<input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	(Mo.Da.Yr.) March 31, 2021	Dec. 31, 2020
Transmission Lines				
<p>1. Report below, by state, the total miles of transmission lines of each transmission system operated by respondent at end of year.</p> <p>2. Report separately any lines held under a title other than full ownership. Designate such lines with an asterisk, in column (b) and in a footnote state the name of owner, or co-owner, nature of respondent's title, and percent ownership if jointly owned.</p> <p>3. Report separately any line that was not operated during the past year. Enter in a footnote the details and state whether the book cost of such a line, or any portion thereof, has been retired in the books of account, or what disposition of the line and its book costs are contemplated.</p> <p>4. Report the number of miles of pipe to one decimal point.</p>				
Line No.	Designation (Identification) of Lines or Group of Lines (a)	*	Total Miles of Pipe (c)	
1	Not Applicable	(b)		
2				
3				
4				
5				
6				
7				
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25				

Name of Respondent COLUMBIA GAS OF KENTUCKY		This Report Is: (X) An Original () A Resubmission	Date of Report March 31, 2021	Year of Report Dec. 31, 2020
Transmission System Peak Deliveries				
1. Report below the total transmission system deliveries of gas (in Dth), excluding deliveries to storage, for the period of system peak deliveries indicated below, during the twelve months embracing the heating season overlapping the year's end for which this report is submitted. The season's peak normally will be reached before the due date of this report, March 31, which permits inclusion of the peak information required on this page. Add rows as necessary to report all data. Number additional rows 6.01, 6.02, etc.				
Line No.	Description (a)	Dth of Gas Delivered to Interstate Pipelines (b)	Dth of Gas Delivered to Others (c)	Total (b) + (c) (d)
Section A: Single Day Peak Deliveries				
1	Date:			
2	Volumns of Gas Transported			
3	No-Notice Transportation			
4	Other Firm Transportation			
5	Interruptible Transportation			
6	Other (Describe) (footnote details)			
7	TOTAL			
8	Volumns of Gas Withdrawn from Storage under Storage Contract			
9	No-Notice Storage			
10	Other Firm Storage			
11	Interruptible Storage			
12	Other (Describe) (footnote details)			
13	TOTAL			
14	Other Operational Activities			
15	Gas Withdrawn from Storage for System Operations			
16	Reduction in Line Peak			
17	Other (Describe) (footnote details)			
18	TOTAL			
Section B: Consecutive Three-Day Peak Deliveries				
20	Dates:			
21	Volumns of Gas Transported			
22	No-Notice Transportation			
23	Other Firm Transportation			
24	Interruptible Transportation			
25	Other (Describe) (footnote details)			
26	TOTAL			
27	Volumns of Gas Withdrawn from Storage under Storage Contract			
28	No-Notice Storage			
29	Other Firm Storage			
30	Interruptible Storage			
31	Other (Describe) (footnote details)			
32	TOTAL			
33	Other Operational Activities			
34	Gas Withdrawn from Storage for System Operations			
35	Reduction in Line Peak			
36	Other (Describe) (footnote details)			
37	TOTAL			

Name of Respondent Columbia Gas of Kentucky, Inc.	This Report is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo. Da. Yr.) March 31, 2021	Year of Report Dec. 31, 2020
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AUXILIARY PEAKING FACILITIES

1. Report below auxiliary facilities of the respondent for meeting seasonal peak demands on the respondent's system, such as underground storage projects, liquefied petroleum gas installations, gas liquefaction plants, oil gas sets, etc.

2. For column (c), for underground storage projects, report the delivery capacity on February 1 of the heating season overlapping the year-end for which this report is submitted. For other facilities, report the rated maximum daily delivery capacities.

3. For column (d), include or exclude (as appropriate) the cost of any plant used jointly with another facility on the basis of predominant use, unless the the auxiliary peaking facility is a separate plant as contemplated by general instruction 12 of the Uniform System of Accounts.

Line No	Location of Facility (a)	Type of Facility (b)	Maximum Daily Delivery Capacity of Facility Mcf (c)	Cost of Facility (in dollars) (d)	Was Facility Operated on Day of Highest Transmission Peak Delivery?	
					Yes (e)	No (f)
1	*Nothing to Report					
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
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25						
26						

Name of Respondent COLUMBIA GAS OF KENTUCKY, INC.	This Report Is: <input checked="" type="checkbox"/> An Original <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) March 31, 2021	Year of Report Dec. 31, 2020
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GAS ACCOUNT - NATURAL GAS

1. The purpose of this schedule is to account for the quantity of natural gas received and delivered by the respondent.
2. Natural gas means either natural gas unmixed or any mixture of natural and manufactured gas.
3. Enter in column (c) the Mct as reported in the schedules indicated for the items of receipts and deliveries.
4. Indicate in a footnote the quantities of bundled sales and transportation gas and specify the line on which such quantities are listed.
5. If the respondent operates two or more systems which are not interconnected, submit separate pages for this purpose. Use copies of pages 520.
6. Also indicate by footnote the quantities of gas not subject to Commission regulation which did not incur FERC regulatory costs by showing (1) the local distribution volumes another jurisdictional pipeline delivered to the local distribution company portion of the reporting pipeline (2) the quantities that the reporting pipeline

transported or sold through its local distribution facilities or intrastate facilities and which the reporting pipeline received through gathering facilities or intrastate facilities, but not through any of the interstate portion of the reporting pipeline, and (3) the gathering line quantities that were not destined for interstate market or that were not transported through any interstate portion of the reporting pipeline.
7. Also indicate in a footnote (1) the system supply quantities of gas that are stored by the reporting pipeline, during the reporting year and also reported as sales, transportation and compression volumes by the reporting pipeline during the same reporting year, (2) the system supply quantities of gas that are stored by the reporting pipeline during the reporting year which the reporting pipeline intends to sell or transport in a future reporting year, and (3) contract storage quantities.
8. Also indicate the volumes of pipeline production field sales that are included in both the company's total sales figure and the company's total transportation figure. Add additional rows as necessary to report all data, numbered 14.01, 14.02, etc.

01 NAME OF SYSTEM

Line No.	Item (a)	Ref Page No. (b)	Amount of DTH (c)
2	GAS RECEIVED		
3	Gas Purchases (Accounts 800-805)		10,032,969
4	Gas of Others Received for Gathering (Account 489.1)	303	
5	Gas of Others Received for Transmission (Account 489.2)	305	
6	Gas of Others Received for Distribution (Account 489.3)	301	20,317,033
7	Gas of Others Received for Contract Storage (Account 489.4)	307	
8	Exchanged Gas Received from Others (Account 806)	328	-
9	Gas Received as Imbalances (Account 806)	328	640
10	Receipts of Respondent's Gas Transported by Others (Account 858)	332	
11	Other Gas Withdrawn from Storage	512	10,298,805
12	Gas Received from Shippers as Compressor Station Fuel		
13	Gas Received from Shippers as Lost and Unaccounted for		
14	Other Receipts (Specify):		
14.01	Unbilled Gas Received for Distribution		82,950
15	Total Receipts (Total of Lines 3 thru 14)		40,732,397
16	GAS DELIVERED		
17	Gas Sales (Accounts 480-484)	301	10,827,191
18	Deliveries of Gas Gathered for Others (Account 489.1)	303	
19	Deliveries of Gas Transported for Others (Account 489.2)	305	
20	Deliveries of Gas Distributed for Others (Account 489.3)	301	20,317,033
21	Deliveries of Contract Storage Gas (Account 489.4)	307	
22	Exchange Gas Delivered to Others (Account 806)	328	(118,000)
23	Gas Delivered as Imbalances (Account 806)	328	-
24	Deliveries of Gas to Others for Transportation (Account 858)	332	
25	Other Gas Delivered to Storage	512	9,160,131
26	Gas Used for Compressor Station Fuel	509	
27	Other Deliveries (Specify):		
27.01	Unbilled Gas Sales		511,987
27.02	Unbilled Gas Transportation		82,950
27.03	Off System Sales		220,200
27.04	Natural Gas Used by Respondent	331	29,629
27.05	Municipal Free and Line Damage		(12,837)
28	Total Deliveries (Total of Lines 17 thru 27.04)		41,018,284
29	GAS UNACCOUNTED FOR		
30	Production System Losses		
31	Gathering System Losses		
32	Transmission System Losses		
33	Distribution System Losses		(285,887)
34	Storage System Losses		
35	Other Losses (Specify)		
36	Total Unaccounted for (Total of Lines 30 thru 35)		(285,887)
37	Total Deliveries & Unaccounted For (Total of Lines 28 and 36)		40,732,397

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Name of Respondent COLUMBIA GAS OF KENTUCKY, INC	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) March 31, 2021	Year Ending Dec. 31, 2020
System Maps			

1. Furnish five copies of a system map (one with each filed copy of this report) of the facilities operated by the respondent for the production, gathering, transportation, and sale of natural gas. New maps need not be furnished if no important change has occurred in the facilities operated by the respondent since the date of the maps furnished with a previous year's annual report. If, however, maps are not furnished for this reason, reference should be made in the space below to the year's annual report with which the maps were furnished.

2. Indicate the following information on the maps:

- (a) Transmission lines.
- (b) Incremental facilities.
- (c) Location of gathering areas.
- (d) Location of zones and rate areas.
- (e) Location of storage fields.
- (f) Location of natural gas fields.
- (g) Location of compressor stations.
- (h) Normal direction of gas flow (indicated by arrows).
- (i) Size of pipe.
- (j) Location of products extraction plants, stabilization plants, purification plants, recycling areas, etc.
- (k) Principal communities receiving service through the respondent's pipeline.

3. In addition, show on each map: graphic scale of the map; date of the facts the map purports to show; a legend giving all symbols and abbreviations used; designations of facilities leased to or from another company, giving name of such other company.

4. Maps not larger than 24 inches square are desired. If necessary, however, submit larger maps to show essential information. Fold the maps to a size not larger than this report. Bind the maps to the report.

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Supplemental Gas Information Revenues, Customers and DTH Sales

		For Reporting Year 2020		
		Revenue	DTH of Natural Gas Sold	Customers
480	Residential	76,291,010	7,279,405	108,375
481	Commercial & Industrial Sales Small (or Commercial)	30,106,185	3,762,094	11,200
	Large (or Industrial)	1,522,424	286,848	48
482	Other Sales To Public Authorities	-	-	-
484	Interdepartmental Sales	-	-	-
	TOTAL Sales to Ultimate Customers	107,919,619	11,328,347	119,623
483	Sales for Resale	67,436	10,832	2
	TOTAL Natural Gas Service	107,987,055	11,339,179	119,625

**ADDITIONAL INFORMATION TO BE FURNISHED WITH
ANNUAL REPORT
December 31, 2020**

GAS PURCHASES

(ACCOUNTS 800, 801, 802, 803, 804, 804.1, 805, 805.1, 805.2)

Name of Seller and Acct No.	Gas Purchased - Dth	Cost of Gas	
Various Appalachian Companies - Account 801	147,028	255,442	Tie to Pg. 319 line 70
Various Local Companies Various Non-Local Companies Pipeline Expenses - Transp. Pipeline Expenses - Storage Total Account 803	9,242,139 (185,189) (142,640) 8,914,310	12,470,671 10,533,008 5,027,228 28,030,907	Tie to Pg 319 line 72
Various Local Companies Various Non-Local Companies City Gate Gas Purchases - Total Account 804	971,631 971,631	2,118,330 2,118,330	Tie to Pg 319 line 73
Propane Expenses Miscellaneous Purchases Deferred Purchased Gas Adj. - Total Account 805	-	3,221,280 3,221,280	Tie to Pg 319 line 76 Tie to Pg 319 line 77
Total	10,032,969	33,625,959	

COLUMBIA GAS OF KENTUCKY, INC.
CHECKLIST FOR THE ANNUAL REPORT
OF A AND B GAS COMPANIES

To be Completed and Returned With Annual Report

Page No.	Line No.	Page No.	Line No.	Yes	No	If No, Explain Why
			<u>BALANCE SHEET</u>			
110	2	200	13 less 11	X		
110	3	200	11	X		
110	5	200	14 & 33	X		
110	6	200	15	X		
110	11	122-123	-	X		
110	12	220	5 (b)	X		
110	14	220	5 (d)	X		
110	15	220	5 (e)	X		
110	19	222-223	-	X		
110	20	224-225	-	X		
111	46	227	-	X		
111	52	220	5	X		
111	53	220	-	X		
111	54	230	Acct. 165	X		
111	67	230	Acct. 182.1	X		
111	68	230	Acct. 182.2	X		
111	69	232	Acct. 182.3	X		
111	74	233	Acct. 186	X		
111	78	234-235	Acct. 190	X		
112	2	251	(f)	X		
112	3	251	(f)	X		
112	4	252	-	X		
112	5	252	-	X		

COLUMBIA GAS OF KENTUCKY, INC.
CHECKLIST FOR THE ANNUAL REPORT
OF A AND B GAS COMPANIES

To be Completed and Returned With Annual Report

Page No.	Line No.	Line No.	Page No.	Line No.	Yes	No	If No, Explain Why
		<u>BALANCE SHEET</u>					
		Continued					
112	6	agrees with	252	-	X		
112	7	agrees with	253	61 (b)	X		
112	8	agrees with	252	(d)	X		
112	9	agrees with	254	Acct. 213	X		
112	10	agrees with	254	Acct. 214	X		
112	11	agrees with	118	18	X		
112	12	agrees with	118	23	X		
112	13	agrees with	251	Acct. 217	X		
112	17	agrees with	256	(d)	X		
112	18	agrees with	257	Acct. 222	X		
112	19	agrees with	256	Acct. 223	X		
112	20	agrees with	256	Acct. 224	X		
113	43	agrees with	263-C	Acct. 236 (g)	X		
113	49	agrees with	268	43 (b)	X		
113	60	agrees with	269	43 (f)	X		
113	61	agrees with	278	47 (f)	X		
113	62	agrees with	260	Acct. 257	X		
		<u>INCOME STATEMENT</u>					
114	2	agrees with	300-301	21(h)	X		
114	4 + 5 (c)	agrees with	325	271(b)	X		
114	6 (c)	agrees with	336	12 (b)	X		
114	8 (c)	agrees with	337	12 (e)	X		
114	14+15+16 (c)	agrees with	262-C	47 (j)	X		
114	17 (c)	agrees with	234+274+276	7 (c)	X		
114	18 (c)	agrees with	234+274+276	7 (d)	X		

