

EXHIBIT “F”
CONDITIONS PRECEDENT, CONT.

The following are **Conditions Precedent** to the grant of Warranty Deed from NIPSCO to the Town of Munster for the Phase 1A Fisher Street Extension (**“Phase 1A”**) as outlined in the Memorandum of Understanding (“MOU”) between the Northern Indiana Public Service Company LLC (**“NIPSCO”**), the Town of Munster, Indiana (**“Town”**), and SPIN Munster, LLC (**“Saxon”**), (collectively, the **“Parties”**), dated May 14, 2024. Phase 1A is being completed in accordance with the Phase 1A Development Agreement executed between the Town and Saxon.

A. Pre-Construction Work - Phase 1A Fisher Street Extension

The Phase 1A Fisher Street Extension through the NIPSCO Right-of-Way (new **“Fisher Street Right-of-Way”**) is fully defined in an updated Technical Submittal that includes the Phase 1A Plans and Specifications labeled “Final Engineering Plans Fisher Street Extension of Public Roadway”, prepared by Kimley-Horn and Associates, Inc., dated ~~May 2, 2024~~ (“~~March 4, 2025~~ (**“Updated Phase 1A Plans and Specifications”**)”). Once the following Conditions Precedent have been satisfied, NIPSCO shall grant the Warranty Deed to the Town.

- A.1 Execution of the Phase 1A Development Agreement between Saxon and the Town.
- A.2 Update of Phase 1A Plans and Specifications submitted to NIPSCO for review and approval.
- A.3 Confirmation that all roadway cuts have been minimized to NIPSCO’s satisfaction.
- A.4 Confirmation that all drainage in the Phase 1A Right-of-Way will be channeled into the existing lake north of the NIPSCO Right-of-Way or held on the Property in new detention basins. A stormwater drainage report prepared by the Engineer of Record for the Phase 1A Fisher Street Extension shall demonstrate that drainage characteristics in the Phase 1A Right-of-Way will not be compromised by the Roadway Improvements.
- A.5 GPR and LIDAR surveying shall be performed by Saxon and completed to verify as-built location and elevation of all NIPSCO utility assets in the proposed Town of Munster ROW crossing. The Phase 1A Plans and Specifications shall include detailed profile elevations of all utility crossings in the Phase 1A Right-of-Way.
- A.6 All environmental clearances, including Phase 1 Environmental Site Assessments acceptable to NIPSCO, limited Phase 2 Environmental Site Assessments when justified, and all jurisdictional wetland delineation and mitigation.
- A.7 Updated engineering details showing Saxon’s exact elevation of proposed utility crossings in the vicinity of high-pressure natural gas lines after work is completed as described in Items A.5 above and in reference to the proposed underground routing of overhead electrical lines as referenced under Section 3 of the Now Therefore clause on page 2 of the MOU. Updated Phase 1A Plans and Specifications shall include the following:

EXHIBIT “F”
CONDITIONS PRECEDENT, CONT.

1. Delineation of all AC mitigation cabling and system appurtenances for corrosion protection adjacent to the 24” high pressure natural gas line, coordinated between NIPSCO and the engineering teams working under the direction of Saxon.
2. All profile elevations in the vicinity of natural gas lines showing compliance with NIPSCO standards for cover outlined in NIPSCO Gas Standard CR-No: 3010.090 “Transmission Lines & Distribution Mains Cover” to further indicate a minimum cover between 36-inches and 50-inches between the bottom of pavement and top of each transmission line, with notes indicating contractors shall meet such standards and which shall be clearly indicated on as-built drawings per Section B.11 below.

A.8 A form of Warranty Deed granted from NIPSCO to Town acceptable to Town.

Updated September 20, 2024 — Exhibit “F” to Memorandum of Understanding — 1

B. Ongoing Work Requirements - Phase 1A Fisher Street Extension

Once the Warranty Deed has been conveyed, the following conditions shall be met during construction and prior to final completion of the Phase 1A Roadway Improvements:

- B.1 Protective measures for all Roadway Improvements are to be outlined and approved by NIPSCO prior to construction. A detailed work plan (“Work Plan”) and site-specific safety plan (“Safety Plan”) shall be included in the Phase 1A Drawings and Specifications, permits, and contracts for construction (collectively the “Contract Documents”) for approval by NIPSCO prior to the start of construction. NIPSCO approved Matting shall be used for all equipment access in the NIPSCO Right-of-Way in coordination with NIPSCO.
- B.2 Full access shall be provided to NIPSCO personnel and NIPSCO contractors to the Stateline Natural Gas Facility (**“Stateline Station”**) at all times during construction and shall include a secure, temporary gate to block public access. A design of the permanent access to the Stateline Station from the new Fisher Street Extension, approved by NIPSCO, will be included in the Phase 1A Drawings and Specifications, including unrestricted access north of the Stateline Station to the Illinois Stateline as current exists. Accessibility by semi tractor trailers with safe turning radii will be provided.
- B.3 Saxon to ensure Phase 1A Roadway Improvements cause no direct or indirect negative impact on NIPSCO’s adjoining properties, in compliance with the Technical Submittal.

B.3B.4 NIPSCO has the right to inspect the plans and oversee the activities throughout all phases of construction and restoration to ensure compliance with the Technical Submittal. Prior to underground directional drilling for 8” PVC water and 6” HDPE sanitary sewer force main lines, all underground NIPSCO utility assets, including AC mitigation systems for the 24” high-pressure natural gas line will be exposed via hydro excavation with NIPSCO inspection personnel

EXHIBIT “F”
CONDITIONS PRECEDENT, CONT.

present. Specific details of work around underground utility assets will be addressed in the detailed in the Work Plan and Safety Plan referenced in paragraph B.1 above, to be approved by NIPSCO prior to the start of construction. The cost of on-site NIPSCO personnel related to inspection of work related to NIPSCO underground utility assets will be the contractual responsibility of the delegated General Contractor responsible for the Project. The Work Plan shall bind the General Contractor to immediately repair any damage caused to NIPSCO assets or property to the full satisfaction of NIPSCO as part of Project.

B.4B.5 Prior to construction, certificates of insurance naming NIPSCO and Town for all contractors doing work on behalf of Saxon in the Phase 1A Right-of-Way with limits of coverage acceptable to NIPSCO and Town.

B.5B.6 Building permits to be issued by the Town.

B.6B.7 Strict adherence by the General Contractor to the Work Plan and ~~Site-Specific~~ Safety Plan that will be part of the Contract Documents for the Phase 1A Roadway Improvements.

B.7B.8 Strict adherence by the General Contractor to the Contract Documents for the Phase 1A Roadway Improvements.

B.8B.9 Saxon to provide NIPSCO with certified monthly progress and final Applications for Payment by the Engineer of Record for the Roadway Improvements with partial and final releases of lien from all contractors and subcontractors performing work.

B.9B.10 Progress inspections and final inspections by the Town in compliance with the Town of Munster’s permitting process.

B.10B.11 As-built drawings for all work on utilities and Roadway Improvements to be delivered to NIPSCO and Town in hard copy, pdf, and CAD format.