



Northern Natural Gas Company
Amendment to TFX Throughput Service Agreement

Date: 02/15/2024

Shipper Name: HIGHWATER ETHANOL, LLC

Contract No.: 119169 (Agreement)

Amendment No.: 4

The above-referenced Agreement is amended as follows:

This Amendment supersedes all previous amendments.

1. The volume, term, and/or point provisions are amended as follows:
 - a. The term of the Agreement is extended through 10/31/2029.
 - b. The contract maximum daily quantities, primary receipt and delivery points, and terms are set forth on Appendices "A" and "B."
 - c. The Appendices to the Agreement are deleted in their entirety and replaced with the Appendices "A" and "B" attached hereto and incorporated herein by this reference. All references to Appendix "A" or Appendix "B" shall be deemed to refer to the Appendices attached hereto.
2. Shipper shall pay Northern's maximum rates and charges plus all applicable surcharges in effect from time to time.
3. Other Provisions Permitted by Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:
 - a. Shipper agrees to limit hourly takes of natural gas to five percent (5%) of the entitlement (1/20 of the MDQ) at the primary delivery point(s) and any alternate delivery points (including capacity release) during the term of the Agreement.
 - b. Through the term of this Agreement, Northern may require Shipper to flow up to 5,000 Dth/day at the primary receipt point of NBPL/NNG Welcome (POI #1665) in order to assure deliveries to the primary delivery points set forth herein. It is Shipper's obligation to ensure such receipts into Northern's system at the NBPL/NNG Welcome interconnect.
 - c. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
4. The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.
5. This Agreement, as amended, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

The effective date of this Amendment is 11/01/2024.

Except as amended herein, all provisions of the Agreement are hereby confirmed by the parties to be and remain in full force and effect.

NORTHERN NATURAL GAS COMPANY

By: *Thomas Halpin*
Title: VP, Marketing
Date: 02/15/2024

HIGHWATER ETHANOL, LLC

By: *Brian Klutts*
Title: *CEO*
Date: *02/16/2024*

Appendix A
Firm Throughput Service Agreement
TFX Rate Schedule

Contract No.: 119169
Request No.: 218955
Amendment No.: 4

Shipper: HIGHWATER ETHANOL, LLC

Term: 11/01/2024 through 10/31/2029

Contract Volumes (Dth):

MARKET	5,000	January through December
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Maximum Daily Quantities (Dth):

<u>VolumeType</u>	<u>From</u>	<u>Volume</u>
MDQ	January through December	5,000

Appendix A
Firm Throughput Service Agreement
TFX Rate Schedule

Contract No.: 119169
Request No.: 218955
Amendment No.: 4

Shipper: HIGHWATER ETHANOL, LLC

Term: 11/01/2024 through 10/31/2029

RECEIPT AND DELIVERY POINT DESCRIPTIONS AND VOLUMES (DTH)

R/D	POI # / MIDS	Point Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
R	1665 / MID 17	NBPL/NNG WELCOME	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
		Total Market Area Receipts	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
D	3026 / MID 17	ZONE EF CENTERPOINT ENERGY MINNESOTA GAS	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
		Total Market Area Deliveries	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000

Appendix B
Firm Throughput Service Agreement
TFX Rate Schedule

Contract No.: 119169
Request No.: 218955
Amendment No.: 4

Delivery Point Listing

Shipper: HIGHWATER ETHANOL, LLC

Term: 11/01/2024 through 10/31/2029

DELIVERY POINT DESCRIPTION:

MAXIMUM VOLUMES (DTH)

POI #	Delivery Points Served	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	ZONE EF CENTERPOINT ENERGY MINNESOTA GAS												
78992	HIGHWATER ETHANOL #1	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
	Total ZONE EF CENTERPOINT ENERGY MINNESOTA GAS	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
	Total	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000