

AMENDMENT NO. 8
TO
PRECEDENT AGREEMENT
BETWEEN

NORTHERN NATURAL GAS COMPANY
AND
MONOLITH NEBRASKA, LLC

This amendment ("Amendment No. 8") to the Precedent Agreement between Northern Natural Gas Company, a Delaware corporation ("Northern"), and Monolith Nebraska, LLC, a Delaware limited liability company ("Customer") amends the Amended and Restated Precedent Agreement (Contract No. 602040-7) dated July 20, 2023 ("Precedent Agreement"). Amendment No. 8 is made and entered into as of this 24th day of June 2024. Northern and Customer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Northern and Customer entered into an Amended and Restated Precedent Agreement dated as of July 20, 2023 (602040-7) providing for the construction of facilities and service;

WHEREAS, the Parties desire to amend the Precedent Agreement to reflect a change to the Notice to Proceed, change the Primary Receipt Point for Phase 2 Entitlement, and amend the rate for Phase 2 service;

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, the terms and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Northern and Customer hereby agree and consent as follows:

1. Paragraph 1.12 is deleted in its entirety and reserved for future use.
2. Paragraph 1.13 is deleted in its entirety and replaced with the following:

1.13 "Notice to Proceed" as used herein shall mean the written notice and directive (if any) provided by Customer to Northern any time on or after July 1, 2024 and before May 1, 2026, to commence construction of Phase 2 and to execute the remaining agreements referenced in this Precedent Agreement.

3. Paragraph 1.18 is deleted in its entirety and replaced with the following:

1.18 "Phase 2 Beginning Date" shall mean the date that is eighteen (18) months following Northern's receipt of the Notice to Proceed, subject to completion of the Northern Project facilities necessary to provide firm transportation service to Customer under TSA Amendment (which Northern shall pursue as set forth in Exhibit "A"), unless an earlier date is agreed to by the Parties.

4. Paragraph 1.25 is deleted in its entirety and replaced with the following:

1.25 "TSA Amendment" means an amendment to Contract No. 2 required by this Precedent Agreement to incorporate the Phase 2 transportation related rates, terms, and conditions of service set forth in Exhibit "A."

5. Paragraph 4.3 is deleted in its entirety and replaced with the following:

4.3 In exchange for the consideration received hereunder, including without limitation the expected revenue stream from the TSAs, Northern is willing to make the capital expenditures for the construction of the Project; provided, however, if the Entitlement under the TSAs is, for any reason during the term of the TSAs, in whole or in part, contractually realigned away from the Primary Delivery Points by Customer, Customer shall promptly pay to Northern an amount equal to Customer's Remaining Obligation on the date triggering the provisions of this Paragraph. This Paragraph and the reimbursement obligations herein will survive the permanent release of the capacity in the TSAs or any assignment thereof and Customer will continue to be obligated for the

reimbursement of Customer's Remaining Obligation unless Northern consents to the express release of such obligation.

6. Paragraph 5.1 is deleted in its entirety and reserved for future use.
7. Section 7 is amended by replacing the word "Northern's" in the second sentence with the words "the non-assigning Party's."
8. Section 13.9 shall be revised by adding the following at the end of that section:

The Exhibits included with this Agreement are hereby expressly incorporated herein and are part of this Agreement and binding on the Parties as if included in the Agreement itself.

9. A new paragraph 13.11 is added:

13.11 Customer and Northern recognize and agree that, but for the rates and terms agreed to herein, Customer would have served Monolith's facility with an alternative pipeline.

10. The provisions related to Phase 2 of Exhibit "A," as amended, are deleted and replaced with the Phase 2 provisions in the Revised Exhibit "A" attached hereto and incorporated herein.
11. Exhibit "C-1" of the Precedent Agreement is deleted in its entirety and replaced with the Revised Exhibit "C-1" attached hereto and incorporated herein.

Except as expressly amended above, the Amended and Restated Precedent Agreement dated July 20, 2023 (Contract No. 602040-7) shall remain in full force and effect.

The Parties hereto have executed this Amendment No. 8 to indicate their approval and acceptance.

NORTHERN NATURAL GAS COMPANY

MONOLITH NEBRASKA, LLC

By: Tom Halpin

By: Amy Ostermeyer

Title: VP, Marketing

Title: Chief Development Officer

Date: 6/25/2024

Date: June 28, 2024

PRECEDENT AGREEMENT
BETWEEN
NORTHERN NATURAL GAS COMPANY
AND
MONOLITH NEBRASKA, LLC

Revised Exhibit "A"
TSA Terms and Conditions

The provisions relating to Phase 2 set forth in the Exhibit "A" of the Precedent Agreement are deleted in their entirety and replaced with the following:

Rate Schedule: TFX

Total Contract Term: 20 years (Phase 2)

Phase 2:

Customer may deliver notice that it wishes to proceed with Phase 2 of the Project by delivering to Northern a written Notice to Proceed. Upon Customer's delivery of the Notice to Proceed, Northern shall proceed with due diligence as a reasonable and prudent operator to construct the Northern Project facilities and to implement the firm transportation service in accordance with this Exhibit "A." If Customer has not provided the Notice to Proceed prior to May 1, 2026, Northern will have no obligation to proceed with Phase 2, including construction of facilities for Phase 2, and Customer shall not be required to enter into the TSA Amendment, except as provided in Section 13, as amended, in the Precedent Agreement. Unless an earlier in-service date is agreed upon by the Parties, Northern shall begin providing the Phase 2 Entitlement to Customer on the date that is eighteen (18) months from the date Northern receives the Notice to Proceed. The Phase 2 Beginning Date is subject to any Necessary Approvals, and acceptance of such approvals if conditions therein materially differ from Northern's request for such approvals, and the completion of the Northern Project facilities necessary to provide firm transportation service to Customer under the TSAs, including the TSA Amendment. The term of service for Phase 2 will be a term of 20 years.

Following Northern's receipt of the Notice to Proceed, the Parties may agree, with no obligation to do so, to an earlier start date by mutual agreement signed by both Parties. Customer and

Northern may agree to start the service on completion of Northern's facilities; however, the term shall end 20 years after the commencement of service.

Table B: Quantities and Points – Phase 2

<u>Receipt Point</u>	<u>Delivery Point</u>	<u>Annual Volume</u> (Dth/day)	<u>Term</u>
NNG Field/Mkt Demarcation-16B (POI 37654)	Monolith Nebraska (POI 79318)	37,500	Phase 2 Beginning Date thru 20 Years
Total		37,500	

Note: The quantities shown are firm maximum daily quantities (MDQ or Entitlement).

Phase 2 –

1. Rates for the period from the Phase 2 Beginning Date through the date that is 20 years thereafter:

Customer shall pay a discounted rate equal to \$0.285/Dth/day. The annual charge is \$0.285/Dth/day multiplied by the Phase 2 contract MDQ multiplied by 30.4 multiplied by 12 less the amount paid by Customer for reservation charges under Northern's Rate Schedule SMS for up to ten percent (10%) of the Phase 2 Entitlement ("Annual Phase 2 Charge"). Northern will allocate the Annual Phase 2 Charge by including as part of such charge the commodity rate, the SMS reservation charges, and any existing surcharges, and the balance of the Annual Phase 2 Charge will be allocated as a reservation rate. In addition, Northern will allocate the Annual Phase 2 Charge between winter and summer months such that none of the rate components shall be above the maximum rate or below the minimum rate set forth in Northern's FERC Gas Tariff. Monthly charges assessed by Northern hereunder shall be allocated in a manner that reasonably minimizes the spread between the winter (November through March) and summer (April through October) rates while maintaining the discounted Annual Phase 2 Charge.

2. In addition to the Annual Phase 2 Charge, Customer shall (i) provide any applicable fuel use and unaccounted for gas in accordance with Northern's FERC Gas Tariff; and (ii) pay

all FERC-approved charges and surcharges accepted after the date of the Precedent Agreement and applicable to the service provided herein to the extent such charges are (x) required by a governmental authority having jurisdiction to be assessed by Northern and (y) would also have been assessed by a local distribution company or utility providing service to Monolith; provided, however, to the extent such charges or surcharges are discountable by Northern, Customer shall not be responsible for surcharges related to (1) greenhouse gas or carbon mitigation; or (2) surcharges related to cost recovery mechanisms for modernization of natural gas facilities.

3. The Phase 2 Charge is applicable to (i) all Market Area receipt points on a primary and alternate basis, (ii) the Primary Delivery Point, (iii) the NPPD Beatrice Power Station TBS (POI 78444) delivery point on an alternate basis, and, (iv) the Demarc Def. Delivery point (POI 62389) for natural gas sourced from NNG Field/Mkt Demarcation-16B (POI 37654); the MID 17 Storage Pooling Point (POI 71459) for natural gas sourced from MID 17 Pooling Point (POI 71458); and Ventura Def. Delivery point (POI #71460) for natural gas sourced from NBPL/NNG Ventura (POI 192) as alternate delivery points. If any other delivery points are used either on a primary or alternate basis in any month, Customer shall pay the Maximum Reservation Rate and commodity rate set forth in Northern's FERC Gas Tariff for the entire contract MDQ during the month such points are used and continuing for the next two (2) months such that the Maximum Reservation Rate and commodity rate will be paid for three (3) consecutive months.
4. In no event shall the rates exceed the maximum rate or be less than the minimum rate authorized under Northern's FERC Gas Tariff, as revised from time to time. In the event the rates agreed to pursuant hereto are or become greater than the maximum or less than the minimum under Northern's FERC Gas Tariff, as revised from time to time, then Customer agrees that Northern will immediately decrease the rate(s) herein down to the maximum or increase the rate(s) herein up to the minimum. In such event, other rate components may be adjusted upward or downward to achieve the agreed-upon overall revenue, provided that the resulting rate component shall not exceed the maximum rate or be below the minimum rate applicable to the rate component.

Other Terms:

1. The Phase 2 Entitlement is subject to the Right of First Refusal (ROFR) as described in Section 52 of the General Terms and Conditions of Northern's FERC Gas Tariff.
2. Northern agrees to provide transportation service at a pressure of not less than 250 psig at the Primary Delivery Point only for the quantity set forth above in Table B. Such pressure guarantee is not applicable in the event of Force Majeure, as defined in Northern's FERC Gas Tariff.
3. Each of the Parties agrees the TSA will include the following paragraph:

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.

AMENDED AND RESTATED
PRECEDENT AGREEMENT
BETWEEN
NORTHERN NATURAL GAS COMPANY
AND
MONOLITH NEBRASKA, LLC

Exhibit "C-1"

Security Schedule

Phase 2 Security to be provided by Customer to Northern:

Payment #1: \$1,200,000 on or before the date that is 10 calendar days following Northern's receipt of the Notice to Proceed

Payment #2: \$696,852 on or before the date that is 3 full months following Northern's receipt of the Notice to Proceed

Total: \$1,896,852