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Fergus Falls, Minnesota 56538-0496
218 739-8200
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September 13, 2021



Steve Kahl
Director of Administration/Executive Secretary
North Dakota Public Service Commission
State Capitol
600 East Boulevard Avenue Dept. 408
Bismarck, ND 58505-0480

RE: Otter Tail Power Company's Application for Approval of Joint Application for Service Area Agreement and Petition for Certificate of Public Convenience and Necessity. And Case Nos. PU-21-364 and PU-21-366 Redaction Updates

Dear Mr. Kahl:

Enclosed please find Otter Tail Power Company's (Otter Tail) and Northern Plains Electric Cooperative (Northern Plains) (collectively, the "Parties") Service Area Agreement (SAA) and Electric Service Agreement (ESA) with Applied Blockchain. Both have been updated to reflect a reduction in the amount of redacted material originally marked as Trade Secret.

In accordance with N.D. Admin. Code § 69-02-09-02, an Application for Trade Secret Protection is being provided along with a single copy of the trade secret versions in a sealed envelope marked **PROTECTED INFORMATION – PRIVATE**.

Enclosed please find an original and seven (7) copies. An electronic copy of this filing is being sent to you at ndpsc@nd.gov.

Please feel free to contact me at (218) 739-8595 or dprazak@otpc.com if you have any questions.

Sincerely,

/s/DAVID G. PRAZAK
David G. Prazak
Supervisor, Pricing

jjf
Enclosures
By electronic filing

15 PU-21-366 Filed 09/13/2021 Pages: 22
Updated Application for CPCN and Joint Application for Service Area Agreement - redacted
Otter Tail Power Company / Northern Plains Electric Cooperative
David Prazak, Supervisor, Pricing

An Equal Opportunity Employer

13 PU-21-364 Filed 09/13/2021 Pages: 22
Updated Application for CPCN and Joint Application for Service Area Agreement - redacted
Otter Tail Power Company / Northern Plains Electric Cooperative
David Prazak, Supervisor, Pricing

ELECTRIC SERVICE AGREEMENT

This Electric Service Agreement (“Agreement”) is made by and between APLD Hosting LLC, a Nevada Corporation (“Customer”) with its principal office in Dallas, Texas and registered to do business in North Dakota, and Otter Tail Power Company (“Company”), a Minnesota corporation with its principal office in Falls, Minnesota. Customer or Company may be referred to as “Party” or collectively as “Parties”.

BACKGROUND

- a. Customer is to be the owner and operator of a blockchain facility to be located near Jamestown, North Dakota (the “Facility”).
- b. Customer desires to contract for electric services to Facility at a capacity level of 100 MW.
- c. Company is an electric utility authorized to provide retail electric service in North Dakota, is willing to render such services to Customer for the Facility in accordance with this Agreement and the Company’s tariff filed with the North Dakota Public Service Commission (“Commission”), subject to the contingencies stated herein. Capitalized terms used herein and not otherwise defined are defined in the applicable tariffs.

In consideration of the mutual promises contained below, the parties agree as follows:

1. **Electric Service.** The Customer agrees to purchase and receive from the Company electric energy for the Facility in accordance with the terms of this Agreement, per the rates stated herein, and all terms and conditions and Rules and Regulations (the “Terms”) established by the Company and filed in its tariff with the North Dakota Public Service Commission (the “Commission”). The Terms include, but are not limited to, Customer’s payment for electrical energy in accordance with the Company’s rate schedule as filed with and approved by Commission (or such superseding rate(s) as may be filed in the future). Where there is a conflict among the foregoing, the terms and conditions of this Agreement shall prevail.
2. **Rates & Terms of Service.** The electric service provided for in this Agreement shall be sold, delivered, purchased, received, and paid for under (a) the terms and conditions of this Agreement, (b) the Company’s Super Large General Service Rate, Rate Code N620 (the “SLGS Tariff”), which is attached hereto and incorporated herein as **Exhibit A**, (c) the Company’s General Rules & Regulations (d) Mandatory Riders, each of which are described in the Company’s tariffs on file with and approved by the Commission and now in force or as may be modified from time to time by the Commission, and (e) Voluntary Riders as the same may be negotiated and agreed to by Company and Customer. Customer acknowledges receipt and review of the foregoing documents. All payments to be made under this Agreement shall be made in United States currency.

3. **Service Location.** The Customer shall receive electric service at the Facility to be constructed in the County of Stutsman, Township of Fried, near the City of Jamestown, State of North Dakota. A map of the planned location is depicted in **Exhibit B** attached hereto. The Customer shall consent to service through a Certificate of Public Convenience and Necessity application to be filed by the Company with the Commission.

4. **Extension of Electric Service.**

This section is described in **Exhibit C**

5. **Economic Control.**

This section is described in **Exhibit C**

6. **Energy Forecast.**

This section is described in **Exhibit C**

7. **Penalties for Curtailment Non-Compliance.**

This section is described in **Exhibit C**

8. **Term.** Subject to *Section 9*, this Agreement shall be effective on the date of its full execution ("Effective Date") by the parties, and shall have an Initial Term of five (5) years, with the five (5) year Initial Term commencing on the date that Company completes extension of electric service to Customer ("Commencement Date") and thereafter shall remain in effect from year to year unless terminated by either party by notice given at least one (1) year (365 calendar days) in advance of termination.

9. **Conditions Precedent to Service.** Company's obligation to deliver and sell electric power, and Customer's obligation to receive and purchase electric power is contingent on the Customer having made to Company the payments set forth in *Section 12*, *Section 13*, and *Section 15*, and the Company securing all final, non-appealable, regulatory approvals deemed by Company to be necessary and/or prudent, in its sole discretion, which may include, but is not limited to, (a) a Certificate of Public Convenience and Necessity ("CPCN") from the North Dakota Public Service Commission (the "Commission") authorizing the Company to provide electric service to the Customer at the location identified in *Section 3*; (b) the Commission approving the terms of this Agreement, including the specific Rate identified for Customer in **Exhibit A** hereto calculated for Customer under the SLGS Tariff, Rate Code N620, and (c) any local government permits and/or easements. Company shall make reasonable commercial efforts to secure all necessary regulatory approvals. Customer shall reasonably cooperate with Company in securing necessary regulatory approvals. In the event the Company is unable to secure any necessary regulatory approvals) or in its sole discretion Company

believes that such approvals will not be forthcoming, shall so notify the Customer in writing and this Agreement shall terminate ten (10) days thereafter. Within five (5) business days of such termination the Company shall return any unused portion of Customer's Advance Payments in accordance with Section 12 and 13.

[PROTECTED DATA BEGINS...

...PROTECTED DATA ENDS]

This section is described in Exhibit C

11. **Bill Payments.** Customer shall be invoiced weekly, Monday through Sunday. Customer shall pay all invoices by Electronic Funds Transfer or other means acceptable by the Company within three (3) business days of Customer's receipt of the Company's invoice. Notwithstanding any tariff to the contrary, the date of the Company's invoice issuance shall be the invoice due date ("Due Date"). The Customer's failure to pay Company's invoice within three (3) business days of the Due Date shall be a Payment Default on the part of the Customer and subject to Section 17.

12. **Advance Payment – Security for Regulatory Expenses.**

This section is described in Exhibit C

13. **Advance Payment – Security for Infrastructure Expenses.**

This section is described in Exhibit C

14. **Refund of Advance Payments.**

This section is described in Exhibit C

15. **Payment Security and Cessation of Operations Notice Protection Deposit.**

This section is described in Exhibit C

16. **Refund of Security Deposit.**

This section is described in Exhibit C

17. **Payment Default.** The Customer's failure to make all or any part of a payment when required under this Agreement, or to provide notice required by Section 18 of this Agreement, shall be a Payment Default. Upon notice of a Payment Default on the part of the Customer, the Company may take all or any of the following actions, notwithstanding any part of N.D. Admin Code 69-09 or the Company's Rules and Regulations to the contrary:

(a) Company may apply all or any part of the Security Deposit to Customer bills which are due, or commensurately draw upon a Letter of Credit with notice thereof provided to Customer;

(b) Company may immediately disconnect Customer's electric service with notice thereof provided to Customer. Customer expressly waives any right it may have to stay or delay disconnection of service pursuant to N.D. Admin. Code Section 69-02-02-02;

(c) In the case of the Customer's failing to provide notice required under Section 18, the Company may retain for its own account all or any part of the Security Deposit or draw upon a Letter of Credit an amount necessary to ensure that the Company receives payment from Customer up to what the Company would have received if the Customer had provided [PROTECTED DATA BEGINS...

...PROTECTED DATA ENDS] in Customer's electrical consumption or cessation of operations

(d) Company may terminate this Agreement, [PROTECTED DATA BEGINS... ..PROTECTED DATA ENDS] advance written notice to Customer, should default not be cured by Customer before the tenth day after such notice. Such termination shall not terminate the Company's right to apply the Payment Security Deposit to any amount owed by Customer to Company, and to seek any and all other available remedies. Customer may no longer take service pursuant to the SLGS tariff upon termination of this Agreement; and

(e) In the event Customer disputes a bill the Customer shall pay such bill under protest. The Company shall refund to the Customer any part of such payment made under protest if later found by the Company or the Commission to be excessive or incorrectly calculated.

18. **Prior Notice to Company of Material Reduction in Usage or Cessation of Operations.**

This section is described in Exhibit C

19. **Interruptible Service.**

This section is described in Exhibit C

20. **Customer Equipment.** The Company may require that the Customer make changes to the Customer's system at the Customer's expense or pay the costs of Company's installation of nonstandard Distribution Facilities, where the Company reasonably determines that such changes or nonstandard installations are necessary to correct operating characteristics of the Customer's equipment or system(s) that interfere with

satisfactory service to other customers of the Company. This includes, but is not limited to, equipment necessary to mitigate harmonic distortion affecting the load of customers near Customer's facility.

- 21. **Limitation of Liability.** Notwithstanding any other provision under North Dakota law to the contrary, Customer agrees that the Company shall not be liable for any losses, damages, or expenses (including, but not limited to, injury to persons, including death, or property damages) incurred by any persons for any delay, interruption, curtailment, suspension, disturbance or variability in its provision of electric service (including, but not limited to, any occurrence of voltage fluctuations or power surges) due to acts of God, or to any other cause whatsoever except the Company's own gross negligence or willful misconduct. The Company will not be liable for incidental or consequential damages, including, but not limited to, loss of profits resulting from the use of service or any delay, interruption, curtailment, suspension, disturbance, or variability of electric service. The Company shall have the right to suspend the delivery of electric power hereunder for a temporary amount of time for the purpose of making repairs or improvements of its system.
- 22. **Assignment.** Neither Company nor Customer shall assign its rights nor delegate its duties under this Agreement, or any part of such rights or duties, without the written consent of the other Party. Such consent shall not unreasonably be withheld, delayed, or conditioned. This Agreement shall inure to and bind the parties' permitted successors and assigns.
- 23. **Waiver.** Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall be in writing and shall not be deemed a waiver with respect to any subsequent default or other matter.
- 24. **Authority.** Company and Customer each represent for itself that it has the necessary authority to enter this Agreement and that its signatory representative below is duly authorized to act on its behalf.
- 25. **Notice.** Any notice provided for or concerning this Agreement shall be in writing and may be delivered either by (i) U.S. Certified mail with postage prepaid and return receipt requested, or (ii) recognized nationwide courier service with delivery receipt requested, in either case to be delivered to the following address (or to such other U.S. address as may be specified via Notice provided by Customer or Company, as applicable, to the other in accordance with the requirements of this Section 25):

<p>TO COMPANY Otter Tail Power Company 215 South Cascade Street Fergus Falls, MN 56538-0496 Attn: V.P. Customer Service cc: Legal Department</p>	<p>TO CUSTOMER APLD Hosting LLC 3811 Turtle Creek Blvd, Suite 2100 Dallas, TX 75219 Attn: Chief Financial Officer</p>
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[Tel: (218) 739-8200 - for use in connection with courier deliveries]	[Tel: (214) 427-1706 - for use in connection with courier deliveries]
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Any Notice given in accordance with this Section will (i) if delivered during the recipient's normal business hours on any given business day, be deemed received by the designated recipient on such date, and (ii) if not delivered during the recipients' normal business hours on any given business day, be deemed received by the designated recipient at the start of the recipient's normal business hours on the next business day after such delivery.

26. **Invalid Provisions.** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
27. **Paragraph Headings.** The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
28. **Governing Law.** This Agreement shall in all respects be governed by, and construed in accordance with, the law of the State of North Dakota, without regard to principles of conflicts of laws thereunder. Litigation of disputes regarding this Agreement shall be heard upon complaint, in the first instance, before the Commission. If the Commission declines jurisdiction over any given claim, that claim can then be heard before a court of competent jurisdiction located within the State of North Dakota. THE PARTIES HEREBY EXPRESSLY WAIVE THEIR RIGHT TO A TRIAL BY JURY REGARDING ANY AND ALL DISPUTES REGARDING THIS AGREEMENT.
29. **Entire Agreement.** All previous communications between the parties hereto, either verbal or written, with reference to the subject matter of this Agreement are hereby abrogated, and this Agreement, as duly accepted and approved, constitutes the sole agreement related to the sale and delivery of electric capacity and energy by Company to Customer. No modifications of this Agreement shall be binding upon the parties or either of them unless such modifications shall be in writing, duly accepted in writing by Customer and executed by an officer of the Company and have received any necessary regulatory approvals.

IN WITNESS WHEREOF, the parties execute this Agreement effective as of September 13, 2021.

Customer

Otter Tail Power Company

DocuSigned by:
David Rench
A76581D9E418468

Tim Rogelstad

By: David Rench

By: Tim Rogelstad

Its: CFO

Its: President

Exhibit A – [PROTECTED DATA BEGINS...

...PROTECTED DATA ENDS]

Exhibit B

[PROTECTED DATA BEGINS...

...PROTECTED DATA ENDS]

Exhibit C

4. **Extension of Electric Service.**

The Company shall supply to the Customer at the Facility interruptible, three-phase electric service, at [PROTECTED DATA BEGINS... ...PROTECTED DATA ENDS] nominal volts. The Customer shall cause the Facility to be designed for an expected Load Factor of [PROTECTED DATA BEGINS... ...PROTECTED DATA ENDS] and [PROTECTED DATA BEGINS... ...PROTECTED DATA ENDS] load controllability [PROTECTED DATA BEGINS... ...PROTECTED DATA ENDS] with maximum annual control hours [PROTECTED DATA BEGINS...

...PROTECTED DATA ENDS]. The Customer acknowledges that the annual control hours under [PROTECTED DATA BEGINS... ...PROTECTED DATA ENDS]. Company will extend such electric service to Customer as soon as reasonably practicable after all conditions precedent to service identified in *Section 9* are satisfied. Company makes no guaranties as to the date the Company will complete extension of such electric service to Customer. Notwithstanding the foregoing, the Customer may terminate this Agreement if [PROTECTED DATA BEGINS... ...PROTECTED DATA ENDS].

Customer understands that the Company's extension of service may be subject to weather conditions, other regulatory approvals, and the availability of electrical equipment, delivery schedules and other factors. [PROTECTED DATA BEGINS...

...PROTECTED DATA ENDS]

5. **Economic Control.**

Customer shall be controlled for economic conditions [PROTECTED DATA BEGINS...

...PROTECTED DATA ENDS]

6. Energy Forecast.

By [PROTECTED DATA BEGINS... ...PROTECTED DATA ENDS] of each year Customer shall provide Company with a forecast of its expected [PROTECTED DATA BEGINS... ...PROTECTED DATA ENDS] for the next planning year (June 1 to May 31) [PROTECTED DATA BEGINS... ...PROTECTED DATA ENDS]. By [PROTECTED DATA BEGINS... ...PROTECTED DATA ENDS] Customer shall provide Company with a [PROTECTED DATA BEGINS...

...PROTECTED DATA ENDS] of energy usage [PROTECTED DATA BEGINS... ...PROTECTED DATA ENDS]. Customer will use commercially reasonable efforts to ensure that the [PROTECTED DATA BEGINS... ...PROTECTED DATA ENDS] are as accurate as are reasonably possible based on information then known at the time. Customer will promptly provide updates to its forecasts should Customer reasonably know that any [PROTECTED DATA BEGINS...

...PROTECTED DATA ENDS] will deviate by more than [PROTECTED DATA BEGINS... ...PROTECTED DATA ENDS] percent for the [PROTECTED DATA BEGINS... ...PROTECTED DATA ENDS] and [PROTECTED DATA BEGINS... ...PROTECTED DATA ENDS] percent for the [PROTECTED DATA BEGINS... ...PROTECTED DATA ENDS], either up or down.

7. Penalties for Curtailment Non-Compliance.

For the purposes of this Agreement, the following definitions shall apply:

- "Curtailment" shall mean a reduction of Customer's demand called by Company and/or MISO for the purposes of MISO Curtailments and Economic Curtailments.
- "Firm Demand Level" shall mean the Demand level to which Customer must curtail upon being notified that a Curtailment is required.

In the event Customer fails to reduce its load to the Firm Demand Level at any time during a Curtailment period, Customer shall pay [PROTECTED DATA BEGINS... ...PROTECTED DATA ENDS] to Company as [PROTECTED DATA BEGINS... ...PROTECTED DATA ENDS] for impacts to Company's cost of service related to Customer's failure; such penalty shall be calculated as follows:

For each instance of reliability non-compliance, Customer shall pay the greater of **[PROTECTED DATA BEGINS...**

...PROTECTED

DATA ENDS].

12. Advance Payment – Security for Regulatory Expenses.

On [PROTECTED DATA BEGINS... ..PROTECTED DATA ENDS], Customer and Company executed a Letter of Intent (LOI). Customer, in accordance with the LOI, has delivered to Company an advance [PROTECTED DATA BEGINS... ..PROTECTED DATA ENDS] payment in United States Dollars to Company of [PROTECTED DATA BEGINS... ..PROTECTED DATA ENDS] (the “Advance Payment-Regulatory”).

Company shall hold the Advance Payment-Regulatory as security for the Company’s recovery of all regulatory costs for filing this Agreement and for approval under the SLGS tariff and any related regulatory filings, including, but not limited to: Application for Certificate of Public Convenience and Necessity; and the MISO Transmission Expansion Process.

13. Advance Payment – Security for Infrastructure Expenses.

On [PROTECTED DATA BEGINS... ..PROTECTED DATA ENDS], the [PROTECTED DATA BEGINS... ..PROTECTED DATA ENDS] to

Company [PROTECTED DATA BEGINS... ..PROTECTED DATA ENDS] for the purpose of Company obtaining long lead time infrastructure items to meet Customer’s expected in-service date. Within three (3) business days following approval by the Commission and notice of such approval to Customer, Customer shall deliver an advance [PROTECTED DATA BEGINS... ..PROTECTED DATA ENDS] payment in United States Dollars to Company of [PROTECTED DATA BEGINS... ..PROTECTED DATA ENDS] (the “Advance Payment-Capital”).

Company shall hold the Advance Payment-Capital, a total of [PROTECTED DATA BEGINS... ..PROTECTED DATA ENDS] as security for the Company’s [PROTECTED DATA BEGINS... ..PROTECTED DATA ENDS] expenses necessary to serve the Customer, including Capital Projects commenced before the satisfaction of the conditions precedent provided in Section 9. For purpose of this Agreement, “Capital Projects” include all project expenses incurred by the Company reasonably necessary to extend and maintain electric service to the Customer, including, but not limited, to actual internal labor costs, procurement of equipment, regulatory filing fees, and related expenses.

The following terms shall apply to the Company’s administration of the Advance Payment-Capital and Advance Payment-Regulatory (collectively, “Advance Payments”):

[PROTECTED DATA BEGINS... ..PROTECTED DATA ENDS]

...PROTECTED DATA ENDS]

(c) As used in this Agreement, "Contract Year" means an annual period commencing on the Commencement Date and each annual anniversary thereof during the Initial Term of this Agreement.

14. Refund of Advance Payments.

[PROTECTED DATA BEGINS... ...PROTECTED DATA ENDS] after the end of each Contract Year during the Initial Term, Company shall refund to Customer and apply to electric bills from the Advance Payments described in Sections 12 and 13 an amount of [PROTECTED DATA BEGINS... ...PROTECTED DATA ENDS] annually. The amount so refunded to Customer shall reduce the balance of the Advance Payments. The Advance Payments are eligible for repayment in the following manner: [PROTECTED DATA BEGINS...

...PROTECTED DATA ENDS]

15. Payment Security and Cessation of Operations Notice Protection Deposit.

(a) No later than [PROTECTED DATA BEGINS... ...PROTECTED DATA ENDS] prior to Facility's in service date, Customer shall deliver to Company a Payment Security and Cessation of Operations Notice Protection Deposit (the "Security Deposit") of [PROTECTED DATA BEGINS..

...PROTECTED DATA ENDS]. Except as provided herein, the Security Deposit shall be administered pursuant to the Company's Rules and Regulations, including Section 1.03 "Deposits, Guarantees and Credit Policy" now in force or as may be modified from time to time and approved by Commission. Customer shall at all times and

throughout the entire Term of this Agreement maintain a minimum Security Deposit [PROTECTED DATA BEGINS...

[PROTECTED DATA BEGINS... ..PROTECTED DATA ENDS] (the "Security Deposit Minimum"), except as defined in Section 16. Within [PROTECTED DATA BEGINS..

[PROTECTED DATA BEGINS... ..PROTECTED DATA ENDS] of Company notifying Customer that the balance of the Security Deposit is less than Security Deposit Minimum, Customer shall deliver to Company the amount necessary to maintain the Security Deposit Minimum. The Customer's failure to do so shall be a Payment Default on the part of the Customer.

[PROTECTED DATA BEGINS...

...PROTECTED DATA ENDS] Customer's failure to provide such notice and replacement shall be a Payment Default on the part of the Customer.

(c) This Section 15 is required for Company's other customers and Company protection from revenue deficiency for sudden discontinuation of operations and weekly bill payment.

16. Refund of Security Deposit.

[PROTECTED DATA BEGINS.. ..PROTECTED DATA ENDS] after the end of each Contract Year during the Initial Term, Company shall refund to Customer or apply to electric bills from the Security Deposit described in Section 15 an amount of [PROTECTED DATA BEGINS...

[PROTECTED DATA BEGINS... ..PROTECTED DATA ENDS] annually. The amount so refunded to Customer shall reduce the balance of the Security Deposit. [PROTECTED DATA BEGINS...

[PROTECTED DATA BEGINS... ..PROTECTED DATA ENDS]. The Security Deposit is repaid until [PROTECTED DATA BEGINS...

[PROTECTED DATA BEGINS... ..PROTECTED DATA ENDS] ("Minimum Balance") is reached in the account. [PROTECTED DATA BEGINS...

...PROTECTED DATA ENDS].

18. Prior Notice to Company of Material Reduction in Usage or Cessation of Operations.

Customer shall provide Company no less than [PROTECTED DATA BEGINS..
...PROTECTED DATA ENDS] prior written notice of an expected Material Reduction in electric usage and/or cessation of Customer's business operations. Material Reduction is defined as [PROTECTED DATA BEGINS...

...PROTECTED DATA ENDS] that has not already been reported in the Customer's annual Forecast to the Company. [PROTECTED DATA BEGINS...

[...PROTECTED DATA ENDS]. If notice to cessation of operations is given by the Customer, this Agreement shall terminate at the end of the notice period and Customer shall become ineligible to receive service under the SLGS Tariff.

19. Interruptible Service.

Customer agrees and acknowledges that Customer's service is subject to interruption, and that the rate(s) offered customer in Exhibit A are expressly based and conditioned on Customer's taking interruptible service through [PROTECTED DATA BEGINS...

...PROTECTED DATA ENDS] Customer will be responsible for backup service during any period of interruptions. The Company will solely determine and communicate to Customer the interruptions. The Company will not be liable for any loss or damage to the Customer due to interruptions.

SERVICE AREA AGREEMENT

This Agreement, dated as of the 9th day of August, 2021, is made between Otter Tail Power Company, with its address at 215 South Cascade Street, Fergus Falls, Minnesota 56537 (“OTP”) and Northern Plains Electric Cooperative, with its address at 1515 West Main, North Dakota 58421 (“Northern Plains”). Northern Plains and OTP are hereafter referred to individually each as a “Party” and cumulatively as the “Parties” to this Agreement.

RECITALS

WHEREAS, OTP is a Minnesota corporation and a public utility providing electrical service to customers in North Dakota, Minnesota, and South Dakota;

WHEREAS, Northern Plains is a North Dakota electric cooperative corporation, providing electric service in several counties in central North Dakota;

WHEREAS, in order to encourage harmony and operational efficiencies among electric providers, promote safety, discourage unreasonable duplication of electric facilities, assure adequate and reliable electric service for consumers and territories within North Dakota the North Dakota Legislative Assembly enacted a bill in 2005 codified as NDCC § 49-03-06 (the “Act”) authorizing electric utilities to enter into agreements designating the service areas of the Parties; and

WHEREAS, OTP and Northern Plains believe a service area agreement between them relative to their facilities near Jamestown, North Dakota, is consistent with the purposes of the Act.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, the Parties agree as follows:

ARTICLE 1. SERVICE AREA

1.1 OTP Territory. From and after the Effective Date, OTP will provide electric service consistent with the requirements of any applicable franchises and applicable law, to an electric customer in the OTP Service Area designated on Schedule 1 attached to this Agreement (the “OTP Service Area”). For clarity, the OTP territory designated shall be limited to the thirty (30) acres of which the customer obtains the rights for its initial 100 MW operations.

1.2 Exclusive Territory. The Parties’ exclusive territories established in Case No. PU-09-108, as since modified by mutual agreement of the Parties, shall remain in effect. Nothing herein shall otherwise affect or modify the Parties’ provision of electric service, consistent with the requirements of any applicable franchises and applicable law, to electric customers located in their respective Service Areas as previously designated in Case No. PU-09-108 (the “OTP Service Area”) and (the “Northern Plains Service Area”).

1.3 Scope of Agreement. This Agreement is intended to govern the provision of electrical service to the specific location identified in Schedule 1 and specific single customer identified as "Company TBD". This customer will be constructing a data center for the purpose of computation including blockchain transaction verification and processing operations.

ARTICLE 2.
TERM

2.1 Effective Date. The term of this Agreement will commence upon the occurrence of last to occur of the following events (the "Effective Date"):

- (A) The execution of this Agreement by both parties; and
- (B) The approval of this Agreement by the North Dakota Public Service Commission.

2.2 End of Term. This Agreement may be terminated at any time by the mutual agreement of the Parties. Unless so terminated, this Agreement will continue in effect through December 31, 2028. Thereafter, this Agreement will automatically renew for successive five-year terms unless either Party provides written notice to the other Party of its intention to terminate this Agreement at least 180 days prior to the end of the then current term.

This Agreement will continue if service is transferred to customer's successors and assigns to continue operations as defined in Section 1.3. Otter Tail shall provide notice to Northern Plains regarding any assignment of the customer's right to receive electric service from Otter Tail pursuant to Otter Tail's tariffs, including whether a change in the nature of customer's operations has occurred.

[PROTECTED DATA BEGINS...

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[PROTECTED DATA BEGINS...

...PROTECTED DATA ENDS]

[PROTECTED DATA BEGINS... ARTICLE 3.

REVENUE CONTRIBUTION AND CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ...PROTECTED DATA ENDS]

[PROTECTED DATA BEGINS...

3.1 Revenue Contribution to Northern Plains. In recognition of a potential for Northern Plains' claim of lost opportunity at this location, and to avoid any disputes on issues of service territory that could negatively affect the customer and diminish the customer's ability and interest in taking service from any provider at this location, the parties have arrived at a mutually acceptable arrangement that will avoid disputes and delay. This arrangement shall not be precedent setting for either party and is based on the unique circumstances in this case. OTP will provide to Northern Plains an annual payment of \$225,000 made at the beginning of each annual period in which the customer remains served by OTP at the noted Jamestown location. If the customer terminates its service at the Jamestown site, then OTP's payments to Northern Plains likewise will

terminate. Significant growth in capacity to serve increased demand by the customer, as measured at the time of each annual payment described above, shall result in an increase in such payment as follows: an increase of \$112,500 annually for each incremental 50 MW of metered customer demand beyond 100 MW. ...PROTECTED DATA ENDS]

3.2 Cooperation. Northern Plains shall jointly file for Commission approval of this service area agreement and shall provide any and all necessary support requested for the same.

3.3 Certificate of Public Convenience and Necessity. Northern Plains will not object to the issuance of a Certificate of Public Convenience and Necessity to OTP by the North Dakota Public Service Commission for the extension of facilities and electric service the customer OTP is herein authorized to serve pursuant to this Agreement. OTP will extend 41.6 kV transmission service facilities approximately 300 feet from its substation to a riser pole serving as the point of interconnection and demarcation as indicated in blue in the zoomed-in section depicted on Schedule 1.

ARTICLE 4. MISCELLANEOUS

4.1 No Agency. This Agreement is made between the Parties entirely independent from each other. Neither Party shall be a legal representative of the other for any purpose whatsoever. Neither Party has the right or authority to assume or create any obligations of any kind on behalf of the other.

4.2 Complete Agreement. The Parties acknowledge that no representations or statements have been made which would modify or tend to modify any of the provisions of this Agreement. All the understandings between the Parties are contained in this Agreement. This Agreement supersedes and terminates all previous agreements entered into between the Parties with respect to the provision of electric service. Any amendments to this Agreement shall be made in writing and signed by duly authorized representatives of both Parties.

4.3 No Third-Party Beneficiary. This Agreement may be enforced solely by the named Parties, their respective successors and assigns. No municipality, customer, member, or other individual or entity not a named Party or successor to a party to this Agreement is intended to be a beneficiary of any of the terms, covenants, and conditions of this Agreement. This Agreement may be enforced solely by the Parties and their respective successors and assigns.

4.4 Assignment of the Agreement. Either Party may assign this Agreement in connection with a merger, sale of substantially all of the assets, consolidation, or other reorganization where the surviving entity acquires the right to provide electric service in the Service Area of the Party.

4.5 Partial Invalidity. Each provision of this Agreement will be interpreted so as to be effective and valid under applicable law, but if any provision is held invalid, illegal or unenforceable under applicable law in any jurisdiction, then such invalidity, illegality or

unenforceability will not affect any other provision, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been included herein.


4.6 Waiver. The failure of either Party at any time to require strict performance of any condition of this Agreement shall not affect the right to require full performance thereof at any time thereafter, and the waiver by either Party of a breach of any such condition shall not constitute a waiver of any subsequent breach thereof, nor nullify the validity of such condition.

4.7 Notices. Any notices, including notice of termination permitted to be given under this Agreement shall be given in writing and delivered in person, by facsimile, or by mail, postage prepaid, in an envelope addressed to the Party to whom notice is being given. Notices shall be given to the address or facsimile number set forth in this Agreement, or such other place as may be specified by either Party from time to time.

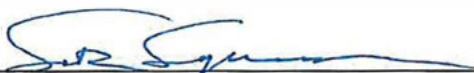
4.8 Approval Required. This Agreement shall be void in its entirety if not approved by the North Dakota Public Service Commission.

4.9 Continuing Jurisdiction. This Agreement is subject to the continuing jurisdiction of the North Dakota Public Service Commission to settle all service location disputes between the contracting electric providers arising under the Agreement.

OTTER TAIL POWER COMPANY

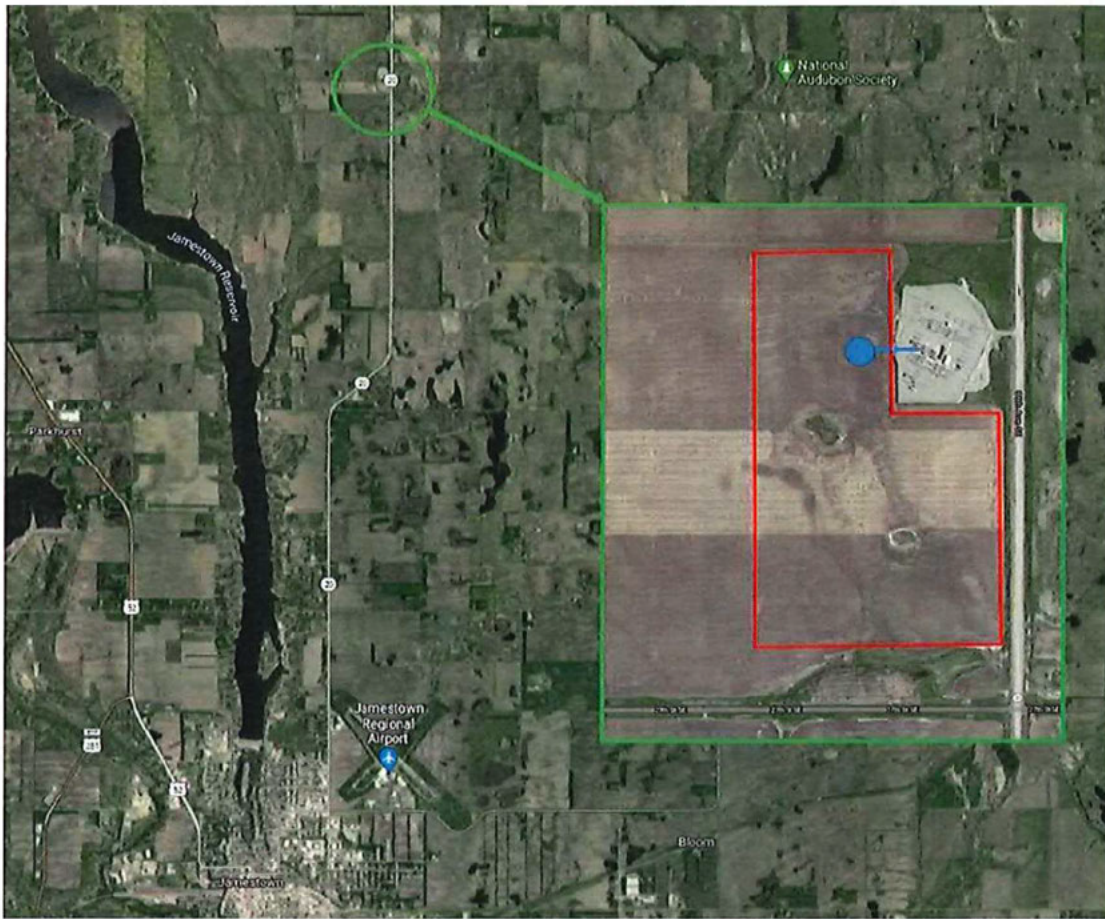
By: 
Its: President

NORTHERN PLAINS ELECTRIC COOPERATIVE

By: 
Its: General Manager

Schedule 1
Map of Service Territory and List of Initial Facilities

A thirty (30) acre tract of land generally located in the East ½ of the South ½ of Section 17, Township 141, Range 63 West, Stutsman County, North Dakota.



[PROTECTED DATA BEGINS...]

Initial Installed Facilities

1. Breakers 6
2. Riser Poles 4
3. Disconnects 60
4. 69kV Cable 1,300 circuit ft.
5. Terminatoer 24
6. Arrestors 24
7. Relays 8
8. Foundations 5
9. Metering 2
10. PTs 6

...PROTECTED DATA ENDS]