



UTILITIES CO.

A Subsidiary of MDU Resources Group, Inc.

400 North Fourth Street
Bismarck, ND 58501
701-222-7900

February 21, 2023

Executive Secretary
North Dakota Public Service Commission
State Capitol Building
Bismarck, ND 58505-0480

Re: APLD-ELN-01 LLC
Electric Service Agreement
Case No. PU-22-371

Montana-Dakota Utilities Co. (Montana-Dakota or Company) herewith submits an Amendment to the Electric Service Agreement (Agreement) between Montana-Dakota and APLD-ELN-01 LLC (Applied Digital or Customer).

Pursuant to the North Dakota Public Service Commission's discussion at its February 17, 2023 work session on the above noted Case, the Company's request to grant interim approval will be included on the February 22, 2023 Agenda Meeting. Therefore, Montana-Dakota and Customer have executed the attached Amendment to its Agreement which recognizes the rates included in the Agreement, if approved on an interim base, will be subject to the appropriate regulatory accounting and may result in a rate true up to match those approved on a final basis.

Please note that Exhibit A referenced in the Amendment is the same Confidential Agreement submitted in the September 21, 2022 ESA filing.

Please contact me at 701.222.7855 or travis.jacobson@mdu.com with any questions.

Sincerely,

A handwritten signature in blue ink that reads 'Travis Jacobson'.

Travis R. Jacobson
Director of Regulatory Affairs

Attachment

cc: Garret Senger
Allison Waldon
Paul Sanderson, Evenson Sanderson

**FIRST AMENDMENT TO HIGH DENSITY CONTRACTED DEMAND RESPONSE
ELECTRIC SERVICE CUSTOMER AGREEMENT**

This First Amendment to the High Density Contracted Demand Response Electric Service Agreement (the “**Amendment**”) is entered into this 21st day of February 2023, by and between APLD ELN-01 LLC. (“**Customer**”) and Montana-Dakota Utilities Co. (“**Company**”).

WHEREAS, Company and Customer entered into the High Density Contracted Demand Response Electric Service Agreement dated September 1, 2022 (the “**Agreement**”);

WHEREAS, the Agreement is attached hereto as Exhibit A;

WHEREAS, Company and Customer have agreed to amend the Agreement as set forth herein; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Company and Customer agree to add as follows:

1. Addition of Section 2.1. A new Section 2.1 is hereby added to the Agreement, and shall read as follows:
 - 2.1 Interim Basis Service. In order to meet Customer’s request to take service from Company under Rate 45 by the end of February 2023, the Parties are interested in requesting that the North Dakota Public Service Commission (“NDPSC”) approve the Agreement between the Parties on an Interim Basis. “Interim Basis” service shall mean the following:
 1. Company would provide and Customer would take electric service pursuant to the Agreement under Rate 45 for the Ellendale Data Center.
 2. Customer would provide the security described in Section 7 to Company at least fifteen days prior to initiation of service on an Interim Basis.
 3. Customer shall be liable for all charges described in the Agreement for service provided on an Interim Basis. In addition, Customer acknowledges the service provided on an Interim Basis shall be subject to refund or additional charges to Customer based upon terms of an NDPSC order regarding Agreement or the request for service on an Interim Basis.
 4. Service on an Interim Basis shall be contingent on approval of the NDPSC and would terminate upon the NDPSC’s issuance of a final order addressing the Company’s request for approval of the Agreement, or as otherwise directed by the NDPSC.

Despite any interim approval by the NDPSC, the Agreement shall remain subject to regulatory approval by the NDPSC as described in Section 12, Regulatory Approval. The Parties agree the final approval of the Agreement may require changes to the Agreement which the Parties agree to accept or could result in a termination event under the Agreement.

2. Full Force and Effect. Except as specifically set forth herein all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.
3. Counterparts. This First Amendment may be executed in counterparts, and all such counterparts once so executed will together be deemed to constitute one final agreement, as if one document had been signed by all parties, and each such counterpart, upon execution and delivery, will be deemed a complete original, binding on the parties. An email copy of an original signature will be deemed to have the same force and effect as the original signature.
4. Effective Date. Company and Customer have executed this Amendment effective as of the date first written above.

CUSTOMER
APLD ELN-01 LLC

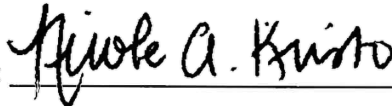
By:  _____
DocuSigned by:
David Rench
A76581D9E418468...

Name: David Rench

Title: Chief Financial Officer

Date: 2/21/2023

COMPANY
MONTANA-DAKOTA UTILITIES CO.

By:  _____

Name: Nicole Kivisto

Title: President and CEO

Date: 2/21/2023

EXHIBIT A