



# MONTANA-DAKOTA

UTILITIES CO.

*A Subsidiary of MDU Resources Group, Inc.*

400 North Fourth Street  
Bismarck, ND 58501  
701-222-7900  
www.montana-dakota.com

July 15, 2024

Mr. Steve Kahl, Executive Secretary  
North Dakota Public Service Commission  
600 E Boulevard Ave, Dept 408  
Bismarck, ND 58505-0480

**Re: APLD-ELN-02 LLC  
Electric Service Agreement  
Case No. PU-23-322**

Montana-Dakota Utilities Co. (Montana-Dakota) herewith electronically submits Amendment No. 1 to the High Density Contracted Demand Response Electric Service Agreement (ESA) between Montana-Dakota and APLD-ELN-02 LLC (Customer).

Exhibit C referenced in the approved ESA is being replaced with an updated Exhibit C contained in the attached Amendment with an additional metering location and overhead service line based upon the redundancy needs of the Customer's facilities.

Please contact me at 701.222.7855 or [travis.jacobson@mdu.com](mailto:travis.jacobson@mdu.com) with any questions.

Sincerely,

*/s/ Travis R. Jacobson*

Travis R. Jacobson  
Director of Regulatory Affairs

Attachment

## EXECUTION VERSION

### AMENDMENT NO. 1 TO HIGH DENSITY CONTRACTED DEMAND RESPONSE ELECTRIC SERVICE AGREEMENT

This AMENDMENT NO. 1 TO HIGH DENSITY CONTRACT DEMAND RESPONSE ELECTRIC SERVICE AGREEMENT ("Amendment") is entered into as of July XX, 2024 ("Effective Date") between APLD ELN-02 LLC, ("Customer") and Montana-Dakota Utilities Co. ("Company"). Customer and Company are each hereinafter referred to individually as a "Party" and collectively as the "Parties."

#### RECITALS

A. **WHEREAS**, Customer and Company are parties to the High Density Contracted Demand Response Electric Service Agreement dated September 25, 2023 (the "ESA"), whereby Company provides electric power to Customer's facilities near Ellendale, North Dakota, pursuant to the terms and conditions in the High Density Contracted Demand Response Rate 45; and

B. **WHEREAS**, the Parties entered into a Letter Agreement on March 21, 2024 extending the deadline for the Condition Precedents in Section 2 of the ESA to receive North Dakota Public Service Commission ("NDPSC") approval of the ESA and Certificate of Public Convenience and Necessity from March 31, 2024 to May 31, 2024;

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Exhibit C in the ESA is replaced with an updated Exhibit C contained in this Amendment which contains an additional metering location and overhead service line in the ESA based upon the redundancy needs of the Customer's facilities.
2. This Amendment is executed in connection with, and upon the Effective Date, shall be deemed to be a part of, the ESA and subject to approval by the NDPSC.
3. General Terms.
  - (A) The Agreement. Except to the extent expressly modified by this Amendment, all other terms and conditions of the ESA will remain unmodified and continue in full force and effect. Any reference to the ESA from and after the Effective Date will be deemed to refer to the ESA as amended hereby, unless otherwise expressly stated. If there is any conflict between the ESA and this Amendment, this Amendment shall control.
  - (B) Governing Law. This Amendment will be governed by the laws of North Dakota.
  - (C) Counterparts. This Amendment may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same agreement. Delivery of an executed counterpart by fax or other electronic

means shall be deemed as effective as delivery of an originally executed counterpart.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, Customer and Company have duly executed this Amendment as of the date first written above.

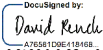
**COMPANY**

**MONTANA-DAKOTA UTILITIES CO.**

By: *Darcy Neigum*  
Name: Darcy Neigum  
Title: Vice President Electric Supply

**CUSTOMER**

**APLD ELN-02 LLC**

By:   
Name: DAVID KENCH  
Title: CFO

### Exhibit C

