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

June 26, 2026

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

Re: Approval of an Electric Service Agreement by and between Montana-Dakota Utilities Co. and APLD BIS-01 LLC
Case No. PU-26-______

Montana-Dakota Utilities Co. (Montana-Dakota or Company), respectfully submits for Commission approval an original and seven (7) copies of an Electric Service Agreement (Agreement) between Montana-Dakota and APLD BIS-01 LLC (Applied Digital or Customer) in accordance with paragraph 1 of the General Terms and Conditions provision of the Company's High Density Contracted Demand Response Rate 45 (Rate 45) schedule that states "[t]he customer shall execute an electric service agreement with the Company which shall be filed and approved by the North Dakota Public Service Commission." The Company further requests approval to waive select provisions of Rate 45's General Terms and Conditions as explained more fully herein.

Select provisions of this transmittal letter and the Agreement contain trade secret information and therefore, in accordance with N.D. Century Code §69-02-09-02, an Application for Trade Secret Protection is included herein as Attachment A. A single un-redacted copy of the trade secret information is being provided in a sealed envelope marked "PROTECTED INFORMATION - PRIVATE".

An application for a Certificate of Public Convenience and Necessity for electric service power to this facility is also being filed with this Commission under its own cover letter this same day.

This is the third High Density Contracted Demand Response Rate 45 (Rate 45) Electric Service Agreement (ESA or Agreement) entered into by and between Montana-Dakota and Applied Digital. The first two agreements are for electric service to the Customer's Ellendale, North Dakota facilities.

Applied Digital is a publicly traded company who designs, develops and operates next-generation data centers across North America that provide digital infrastructure solutions to the rapidly growing high performance computing (HPC) industry. This new factility will be located near the city of Center, North Dakota and is expected to host HPC resources for the growing artificial intelligence industry. [redacted]

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[redacted]

The Agreement, provided herein as Attachment B, provides for the sale of all electric power required by the data center to be located near the Company's Coyote to Center 345 kV transmission line near Center, as shown on the map included as Exhibit C to the ESA. The Agreement provides that:

- [redacted]
  - [redacted]
- Montana-Dakota reserves the right under Rate 45 to interrupt Customer. However, the Company has agreed to limit service interruptions at the Center facility to those resulting from a MISO-Declared Emergency Event or a Load Modifying Resource (LMR) Dispatch. There shall be no annual limts on the number or duration of demand response events to the extent such events are driving by MISO reliability requirements. Nothing in the ESA limits the Company from initiating a Firm Load Shed (as defined in the MISO Tariff) on the Customer's load if directed by MISO or to mitigate the impact of a local emergency condition.
  - The limited ability to interrupt and, therefore, the availability of firm service for this new data center facility is important as this newest facility is a HPC data center. HPC data centers are more sensitive to curtailments, yet still have the ability to interrupt in response to select events such as a MISO Emergency Event thus qualifying the facility as demand response resource and qualifying for service under Rate 45.
- [redacted]

[redacted]

- Project costs incurred to construct facilities for the provision of service will be pursuant to the System Additions Agreements entered into by and between Montana-Dakota and Applied. Montana-Dakota is requesting a waiver from Paragraph 10 of the General Terms and Conditions of Rate 45 that provides that the Company will require a contribution in aid of construction (CIAC) from the customer in advance of the construction of facilities. In no event will Montana-Dakota's other customers be held responsible for cost of facilities to provide service to the Center facility.

[redacted]

Montana-Dakota believes the attached Agreement meets the requirements outlined in High Density Contracted Demand Response Rate 45, inclusive of the requested waivers, and that the electric service provided under the Agreement will provide a net benefit to all North Dakota customers. Therefore Montana-Dakota respectfully requests Commission approval of the attached Electric Service Agreement with Applied Digital.

Montana-Dakota has included a check in the amount of $40,000.00 for the filing fee in accordance with the requirements of Section 49-05-05 of the North Dakota Century Code.

Please refer all inquiries regarding this filing to:

Mr. Travis R. Jacobson
Vice President of Regulatory Affairs
Montana-Dakota Utilities Co.
400 North Fourth Street
Bismarck, ND 58501

Mr. Tyler J Culbertson
Director of Regulatory Affairs
Montana-Dakota Utilities Co.
400 North Fourth Street
Bismarck, ND 58501

Also please send copies of all written inquiries, correspondence, and pleadings to:

Ms. Allison Waldon
Senior Counsel
MDU Resources Group, Inc.
P. O. Box 5650
Bismarck, ND 58506-5650

Montana-Dakota respectfully requests that this filing be accepted as being in full compliance with the filing requirements of this Commisison.

Sincerely,

Travis R. Jacobson
Vice President of Regulatory Affairs

Attachments

Attachment A
Application for Trade Secret Protection

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

In the Matter of MONTANA-DAKOTA UTILITIES CO.'s Request for Approval of an Electric Service Agreement with APLD BIS-01 LLC under High Density Contracted Demand Response Rate 45	)))))	Case No. PU-26-____

APPLICATION FOR TRADE SECRET PROTECTION

Pursuant to N.D. Admin. Code § 69-02-09-01, Montana-Dakota Utilities Co. (Montana-Dakota or Company) respectfully requests that the North Dakota Public Service Commission (Commission) issue a trade secret protective order under N.D. Admin. Code § 69-02-09-04 and N.D. Cent. Code §44-04-18.4(1 & 2). The purpose of the requested protective order is to protect against public disclosure of trade secrets as defined by N.D. Cent. Code § 47-25.1-01(4) .

I.

The information for which the Company seeks trade secret protection includes the following items:

- Transmittal Letter – includes select provisions from Electric Service Agreement that have been identified as trade secret.
- Attachment B – select provisions of the Electric Service Agreement containing rate- and cost-related information as well as information related to the customer's operational details.

High Density Contracted Demand Response Rate 45 provides for an individualized rate structure that is reflective of each customer's load characteristics but also ensures the recovery of any incremental costs incurred by the Company for the provision of electric service to such customer. Therefore, it should be noted that the information presented in the above identified documents includes confidential pricing and cost information and has been marked "TRADE SECRET". The information should not be disclosed or released to the public and that, if the information were released, competitors would be able to benefit from the information to the detriment of the Company and its customers. Energy bills for facilities housing high density computer processing technogology can be significant and therefore subject to competition, not only locally but throughout the globe.

II.

The above-referenced information is not publicly available and is confidential business information prepared specifically for Montana-Dakota. Vendors and competitors would have an opportunity to obtain economic value from disclosure or use of the information, to the detriment of Montana-Dakota. If publicly available, vendors could use the information to their advantage in contract negotiations, while competitors could use the information to leverage their positions in the marketplace to Montana-Dakota's detriment.

In accordance with N.D. Admin. Code § 69-02-09-02, one copy of the trade secret material is provided in the enclosed sealed envelope labeled PROTECTED INFORMATION – PRIVATE.

Dated this 26th day of June 2026.

MONTANA-DAKOTA UTILITIES CO.

Travis Jacobson

Travis R. Jacobson
Vice President of Regulatory Affairs

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Attachment B
Electric Service Agreement

HIGH DENSITY CONTRACTED DEMAND RESPONSE ELECTRIC SERVICE AGREEMENT

THIS HIGH DENSITY CONTRACTED DEMAND RESPONSE ELECTRIC SERVICE AGREEMENT (this "Agreement") is made this 17th day of June 2026 ("Effective Date"), by and between APLD BIS-01 LLC, a Delaware limited liability company with an address of 3811 Turtle Creek Blvd Suite 2100, Dallas, TX 75219 ("Customer"), and MONTANA-DAKOTA UTILITIES CO., a Delaware corporation with an address of 400 North Fourth Street, Bismarck, North Dakota 58501, ("Company"). Customer and Company are each hereinafter referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Company is a public utility engaged in, *inter alia*, the generation, transmission, and distribution of electric energy for consumption by the public as retail electric service; and

WHEREAS, Customer is the owner of a high-density data center located as shown in Exhibit C and near the Company's Center 345 kV transmission line near the city of Center, ND (the "Data Center Facility"); and

WHEREAS, Customer desires that Company provide retail electric service to Customer; and

WHEREAS, Customer and Company believe that there will be no duplication of facilities should Company provide retail electric Service to Customer; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein to be kept and performed by the respective Parties, the Parties hereto agree as follows:

1. DEFINITIONS: Capitalized terms not otherwise defined herein and not otherwise defined in the Tariff, shall have the following meanings:

   a. "Applicable Law" means all federal, state, and local laws, statutes, ordinances, codes, rules, regulations, orders, judgments, , and legally binding requirements of any governmental authority, including the NDPSC, FERC, MISO, and any successor authority, in each case to the extent applicable to a Party, the Data Center Facility, the provision of Service, or this Agreement.

   b. "Behind-the-Meter Generation" or "Behind the Meter Generation" or "BTMG" has the same meaning as in the MISO Tariff.

   c. [redacted]

   d. [redacted]

   e. [redacted]

[redacted]

f. [redacted]

g. "FERC" means the Federal energy Regulatory Commission or any successor agency.

h. "Firm Service Level" or "FSL" means the maximum level of electric service, expressed in megawatts, that Customer is entitled to continue taking from Company during a Demand Response Event, LMR dispatch, or MISO-Declared Emergency Event, as demonstrated through Customer's reduction of electric service taken from Company.

i. "Good Utility Practice" has the same meaning as set forth in the MISO Tariff.

j. [redacted]

k. "Load Modifying Resource" or "LMR" has the meaning set forth in the MISO Tariff.

l. "Load Serving Entity" has the same meaning as in the MISO Tariff.

m. "Market Participant" has the same meaning as in the MISO Tariff.

n. "MISO" means the Midcontinent Independent System Operator, Inc.

o. "MISO-Declared Emergency Event" means any event declared by under the MISO Tariff or applicable Business Practice Manuals, including but not limited to Maximum Generation Alerts, Emergency Energy Alerts, or other reliability events requiring load reduction or resource deployment.

p. "MISO Tariff" means the Midcontinent Independent System Operator, Inc. Open Access Transmission, Energy and Operating Reserve Markets Tariff, as the same may be amended, supplemented, or superseded from time to time, and as filed with and accepted by FERC

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q. "Network Load" has the same meaning as in the MISO Tariff.

r. "NDPSC" means the North Dakota Public Service Commission or any successor agency.

s. "Planning Resource Auction" or "PRA" has the same meaning as in the MISO Tariff.

t. "Required Resource Adequacy Capacity" means the quantity of capacity, expressed in megawatts, equal to Customer's applicable MISO Coincident Peak Demand contribution for the applicable Planning Year, as adjusted for transmission losses and reserve margin requirements under the MISO Tariff.

u. "Service Commencement Date" means the day that all Conditions Precedent have been met or waived and retail electric service by Company to Customer will commence.

v. "Tariff" means Company's North Dakota Retail Electric Rate Book as amended from time to time.

w. "Zonal Resource Credit" or "ZRC" has the meaning set forth in the MISO Tariff.

2. CONSTRUCTION OF REQUIRED FACILITIES: Company will develop, construct, and own certain facilities necessary for the provision of retail electric service to Customer the scope of which have been memorialized in other agreements between the Parties (the "System Additions"). The development, construction, and payment terms for the System Additions also have been agreed to by the Parties pursuant to separate agreements.

3. CONDITIONS PRECEDENT TO PROVISION OF RETAIL ELECTRIC SERVICE. The following conditions shall be conditions precedent ("Conditions Precedent") to the Company's obligation to provide retail electric service to Customer under this Agreement.

a. Approval by NDPSC of this Agreement without modification, or with modifications acceptable to the Parties.

b. Approval by the NDPSC of a waiver of the High Density Contracted Demand Response Rate 45 ("Rate 45") allowing for a fifteen (15) year term.

c. Approval of the expedited project review (EPR) for the large load addition study by MISO.

d. Issuance by the NDPSC of a Certificate of Public Convenience and Necessity for the provision of retail electric service by Company to Customer for the Data Center Facility.

e. [redacted]

f. Company placing into service the some or all of the System Additions such that Company may provide retail electric service to Customer.

g. Any and all approvals from FERC as Company deems necessary and/or prudent.

h. [redacted]

The Parties will use commercially reasonable efforts to timely meet the foregoing Conditions Precedent; provided, however, in no event shall Company be required to appeal any decision of the NDPSC or FERC, nor file any complaint or other challenge to any decision of MISO. If any of the Conditions Precedent set forth above are not satisfied or are otherwise not fulfilled, the Parties agree that this Agreement shall remain binding on the Parties but that no retail electric service may commence pursuant to this Agreement until such time as the Conditions Precedent are met or the Company waives any unsatisfied Condition Precedent ("Service Commencement Date"). In the event that the Conditions Precedent are not met or waived by July 31, 2028, either Party may terminate this Agreement upon 30 days notice; subject to the following conditions:

(i) NDPSC Denial; Rehearing/Appeal Discussion. If the NDPSC denies (or approves with modifications not acceptable to the Parties) any approval that constitutes a Condition Precedent under this Agreement (an "NDPSC Denial"), the Parties shall meet and confer in good faith within ten (10) business days after such NDPSC Denial to discuss whether to seek rehearing, reconsideration, or appeal (collectively, "Further Action") of such NDPSC Denial.

(ii) Election to Pursue Further Action; Tolling of Termination. If the Parties mutually elect in writing to pursue Further Action with respect to an NDPSC Denial, then Company shall have no right to terminate this Agreement based on failure to satisfy the applicable Condition Precedent unless and until the required NDPSC approval has been denied in a final, non-appealable order with no Further Action remaining available as a matter of right. Nothing herein shall obligate Company to pursue Further Action unless Company has affirmatively elected in writing to do so.

4. PROVISION OF RETAIL ELECTRIC SERVICE: As of the Service Commencement Date through the remaining term of this Agreement (the "Service Term"), Company will sell to Customer and Customer will purchase from Company electric power pursuant to the terms and conditions of Rate 45, as may be amended from time to time, and subject to the provisions of this Agreement. For reference purposes only, a version of Rate 45, current as of the Effective Date, is attached hereto as Exhibit "A".

a. Customer shall at all times during the Service Term meet the requirements of Rate 45; provided, however, that in the event that Customer no longer meets the requirements of Rate 45, then Company and Customer shall work together in good faith to determine the best available rate for Customer to help preserve the benefit of the bargain contained herein.

b. Rate 45 may be amended through a unilateral rate filing made by Company and approved or allowed to become effective by the NDPSC. Company shall serve Customer with any such filing, and Customer shall have the right to intervene and contest any proposed changes.

c. It is Customer's responsibility to submit specifications and detailed plans for the installation of Customer's equipment, including generation equipment, utilized in the receipt of retail electric service under this agreement ("Customer's Equipment") for review and written approval by Company prior to equipment purchase and installation. Written approval by Company in no way implies that the design meets Customer's needs or meets requirements of the National Electrical Safety Code, or state or local laws applicable to the installation.

5. [redacted]

a. [redacted]

i. [redacted]

[redacted]

ii. [redacted]

[redacted]

b. [redacted]

(i) [redacted]

(ii) [redacted]

[redacted]

6. LMR REGISTRATION AND PERFORMANCE:

a. Registration. Customer shall cause all or a portion of its Behind-the-Meter Generation and associated load reduction capability to be registered with MISO as one or more Load Modifying Resources as may be required by Rate 45. Company shall act as, or coordinate with, the applicable MISO Market Participant for purposes of such

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registration, provided that Customer shall supply all information, documentation, testing results, and certifications required by MISO.

b. Performance Standard. During any LMR dispatch or MISO-Declared Emergency Event, Customer shall satisfy its load reduction obligation by reducing its draw of electric service from Company to the Firm Service Level. For the avoidance of doubt, Customer may continue to serve its facility load through Behind-the-Meter Generation during such events.

c. Testing and Compliance. Customer shall be solely responsible for all testing, verification, telemetry, metering, fuel availability, permitting, and operational requirements necessary to maintain LMR accreditation. Any failure of an LMR to perform shall be Customer's responsibility.

d. Penalties. All penalties, disqualification charges, replacement capacity costs, or other charges assessed by MISO or any market authority arising from LMR non-performance shall be borne by Customer and shall be passed through pursuant to Exhibit B to the extent such non-performance results from the failure of Customer meeting any obligation as may be necessary in performing pursuant to this Agreement or Customer-supplied resources failing to operate or perform in accordance with their MISO accreditation requirements. For the avoidance of doubt, Customer shall not be responsible for penalties or charges arising solely from Company's negligence, gross negligence, or willful misconduct in its capacity as Load Serving Entity or MISO Market Participant.

7. [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

8. <u>CURTAILMENT AND INTERRUPTIONS</u>:

a. Preservation of Rate 45 Rights. Customer acknowledges that service under Rate 45 is subject to interruption as provided in the applicable tariff. Nothing in this Agreement eliminates Company's right or ability to interrupt service consistent with Rate 45.

b. Limitation on Discretionary Interruptions. Except during a MISO-Declared Emergency Event or an LMR dispatch, Company shall not interrupt Customer's electric service for economic dispatch, system optimization, or similar non-reliability reasons. Nothing in this Agreement limits the Company from initiating a Firm Load Shed (as defined in the MISO Tariff) on the Customer's load if directed by MISO or to mitigate the impact of a local emergency condition.

c. Satisfaction of Interruption Obligation. Any interruption of service under Rate 45 shall be deemed fully satisfied when Customer reduces its draw of electric service from Company to the Firm Service Level, regardless of whether Customer continues to serve its facility load through Behind-the-Meter Generation.

9. RATE SCHEDULES: The charges to be paid by Customer shall be paid in accordance with Exhibit "B" attached hereto.

10. [redacted]

a. [redacted]

b. [redacted]

c. [redacted]

11. PAYMENT TERMS: Customer agrees to pay all Bi-Weekly Invoices within five (5) business days from the invoice date. Customer agrees to pay all Monthly Invoices within twenty-two (22) calendar days from the invoice date. Customer agrees to pay all resource adequacy charges as shown on Exhibit B.

12. DISCONTINUANCE OF SERVICE FOR NON-PAYMENT OF BILL: Pursuant to North Dakota Administrative Rule 69-09-02-05.1 (1), the Company may discontinue service if the Customer is delinquent in payment for service beyond the applicable notice and cure period or fails to enter into a satisfactory installment agreement with the Company for payment within ten (10) calendar days of the Company giving the Customer written notice of the Company's intention to discontinue service on account for payment delinquency.

13. [redacted]

[redacted]

[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

14. SERVICE SPECIFICATIONS: All electric power delivered under this Agreement shall be supplied through a separately metered circuit at whatever primary voltage is available at the point of delivery but not less than 2,400 volts, 60 cycle alternating current, three phase. Company shall notify Customer of Company Demand Response Events as per Section 17.

15. METERS AND METERING: All electric power delivered hereunder shall be metered by Company at the point(s) of delivery shown on Exhibit "C" attached hereto. Company will read the meter(s) and report such meter readings to Customer. Company shall test the meter(s) according to approved rules and tariffs filed with the NDPSC. Company shall install a recorder in Customer's interruptible circuit to confirm time of interruptions during Demand Response Events. Customer is responsible for cost and installation of the recorder.

16. POWER UTILIZATION: When multiple phase service is provided, electric power shall be taken and used so that the current will be balanced equally on all phases. Whenever the difference between the currents shall exceed ten percent (10%) of the total amount taken from any one phase, either at the time of minimum or maximum demand, the load shall be so arranged that the unbalanced condition will not exceed ten percent (10%).

17. DEMAND RESPONSE EVENT:

a. The maximum amount of service provided under this Agreement is 430 MW, subject to the availability of Company's facilities and compliance with applicable MISO and NDPSC requirements. Electric service provided under this Agreement shall be supplied pursuant to Rate 45. During any period in which Zonal Resource Credits assigned or transferred to Company by or on behalf of Customer, Zonal Resource Credits procured by Company for Customer, accredited Load Modifying Resource capacity registered for the Data Center Facility, or any combination of the foregoing satisfy the Required Resource Adequacy Capacity attributable to the Contracted Demand, the load so supported by all such Zonal Resource Credits shall be treated as firm retail electric service. Such firm load shall not be subject to curtailment or interruption below the Contracted Demand except to the extent MISO or other applicable reliability authority directs curtailment of firm load during an Emergency Condition. For the avoidance of doubt, Customer may satisfy any applicable Demand Response Event, LMR dispatch, or emergency load-reduction obligation by reducing electric service taken from Company to the applicable Firm Service Level, including through operation of Behind-the-Meter Generation or other demand response mechanisms used to satisfy resource adequacy requirements, and Company shall not require curtailment for economic dispatch, congestion management, system optimization, or other non-reliability purposes.

b. For purposes of this Agreement, a Demand Response Event shall mean solely a MISO-Declared Emergency Event or a Load Modifying Resource dispatch recognized under the MISO Tariff, pursuant to which Company is required to implement demand response or load reduction measures affecting Customer's service. Demand Response Events shall not include discretionary interruptions for economic dispatch, congestion management, system optimization, or similar non-reliability purposes.

c. Response to Demand Response Events. During any period in which service is treated as firm pursuant to Section 17, Section 8, and Section 34, Customer shall not be required to curtail load or reduce electric service below the Contracted Demand except to the extent expressly directed by MISO or another applicable reliability authority during an emergency condition applicable to firm load. During any period in which service is not treated as firm pursuant to this Section 17, upon receipt of notice from Company of a Demand Response Event, Customer shall, within the response time required by the MISO Tariff or applicable Company operating procedures, reduce the amount of electric service taken from Company to the applicable Firm Service Level. Customer may satisfy this obligation through operation of Behind-the-Meter Generation or other lawful means.

For the avoidance of doubt, compliance with this Section 17(c) shall be measured solely by the reduction in electric service taken from Company, and shall not require Customer to curtail facility operations or reduce total on-site electric load, provided that the Firm Service Level is achieved. Customer shall cooperate with Company's reasonable instructions to the extent necessary for Company to comply with MISO directives or reliability requirements, but Company shall not require interruption of electric service for economic dispatch, system optimization, or other non-reliability purposes.

d. Scope, Duration, and Consequences of Demand Response Events. Demand Response Events under this Agreement shall be limited to MISO-Declared Emergency Events or Load Modifying Resource dispatches recognized under the MISO Tariff.

There shall be no fixed annual limit on the number or duration of Demand Response Events to the extent such events are driven by MISO reliability requirements; provided, however, that any interruption shall be deemed satisfied upon Customer's reduction of electric service taken from Company to the Firm Service Level.

Company shall not be liable for any loss, damage, or expense incurred by Customer arising from compliance with a Demand Response Event, including operation of Behind-the-Meter Generation, except to the extent caused by Company's gross negligence or willful misconduct.

[redacted]

[redacted]

[redacted]

e. Testing, Demonstration, and Operational Coordination. Customer shall demonstrate its ability to satisfy the Firm Service Level through Load Modifying Resource registration, testing, and performance in accordance with the MISO Tariff and applicable Business Practice Manuals.

f. Any testing, demonstration, or verification of Customer's load reduction capability required by Company shall be limited to those tests reasonably necessary for Company to comply with MISO requirements or to validate LMR accreditation. Tests required solely for compliance with MISO LMR rules shall satisfy any testing or demonstration obligations under this Agreement.

Unless required by MISO, Company shall not require separate seasonal demonstrations of "interruptible capacity" or tests designed to measure total facility load reduction, provided that Customer demonstrates the ability to reduce electric service taken from Company to the Firm Service Level.

Customer shall maintain the necessary equipment, controls, telemetry, and communications systems to enable timely compliance with LMR dispatches and MISO-Declared Emergency Events. Company shall coordinate reasonably with Customer regarding the timing and conduct of any required tests.

Failure of Customer to satisfy the Firm Service Level during a required test or Demand Response Event shall constitute non-performance for purposes of Section 17(d), and any resulting penalties or charges shall be borne by Customer in accordance with this Agreement.

18. SERVICE LIABILITY: Company shall not be liable to Customer for any loss or damage caused by or resulting from interruptions or the suspension of service under this Agreement

including interruptions required for Demand Response Events, except due to Company's gross negligence or intentional misconduct.

19. REGULATORY OVERSIGHT: This Agreement is subject to the authority of the NDPSC and the Parties agree that any dispute pursuant to this Agreement shall first be brought to the NDPSC for adjudication. In the event that the NDPSC declines to adjudicate any such dispute, the Parties shall be obligated to comply with Section 24 and 25 of this Agreement.

20. GOVERNMENT REGULATION: This Agreement is subject to the jurisdiction of the NDPSC and any present and future applicable laws and rules dealing with public utilities providing electric service. Any provision herein inconsistent with such laws or rules is amended to comply therewith. Nothing herein shall prevent Company from filing changes to its tariff or to any service schedule that would alter the terms and conditions of service hereunder.

21. LIABILITY: As between the Parties hereto, Company shall be liable to Customer only for liabilities occurring by reason of Company's, its employees, agents, officers, and board members' gross negligence or intentional misconduct. Customer hereby agrees to indemnify and hold Company, its employees, officers, agents, and board members harmless from any and all liabilities directly or indirectly caused by or arising from the installation or operation of Customer's Equipment. Company reserves the right to require proof of adequate liability insurance from Customer.

22. TERM: This Agreement shall be binding on the Parties as of the Effective Date and remain in full force and effect for a period extending for fifteen (15) years from the later of the Service Commencement Date or August 28, 2027. This Agreement may be extended upon mutual agreement of both Parties for additional five (5) year terms subject to approval of the NDPSC with conditions acceptable to each of the Parties. The Parties agree that all terms and conditions of this Agreement will extend to additional terms unless amended in writing by the Parties.

23. TERMINATION: Company may terminate this Agreement immediately and permanently discontinue electric service hereunder as follows:

a. If Customer fails to timely submit any payment or prepayment related to resource adequacy charges as described in Exhibit B, and such failure is not cured within fifteen (15) days after written notice is provided to Customer. Notwithstanding the foregoing, with respect to any capacity-related charge that is the subject of a good-faith dispute, Company may not terminate if Customer continues to pay all undisputed amounts when due and maintains Credit Support sufficient to secure the disputed amount.

b. If Customer commits any other breach of this Agreement, including but not limited to failure to comply with any material term, condition, or requirement set forth herein, and such breach is not cured within thirty (30) days after written notice is provided to Customer specifying the nature of the breach.

Upon such termination, Company shall have no further obligation to provide electric service under this Agreement, and all rights and remedies available to Company under this Agreement or at law or in equity shall survive such termination. Dispute resolution procedures shall not act to extend any timelines related to Company's ability to terminate or discontinue service hereunder for nonpayment.

24. RESOLUTION OF DISPUTES: Subject to Section 19 of this Agreement,

a. Prior to the initiation of any proceeding to resolve a dispute between the Parties before the NDPSC or, thereafter, arbitration, any controversy, dispute, or claim involving or arising under this Agreement shall first be referred for resolution to a senior representative of each Party directly involved in the dispute. A Party claiming that a dispute has arisen must give written notice within a reasonable period of time to the other Party describing the dispute and designating its senior representative. Upon receipt of such notice, each other Party directly involved in the dispute shall, within ten (10) business days, designate its senior representative to the notifying Party. The senior representatives so designated shall attempt to resolve the dispute on an informal basis as promptly as practicable.

b. If the dispute has not been resolved within thirty (30) days after the notifying Party's notice was received by the other Party, or within such other period as the Parties may jointly agree, the Parties directly involved in the dispute shall submit the dispute to arbitration in accordance with the arbitration procedure set forth in Section 25. No Party shall be required to participate in arbitration of a dispute to which it is not a direct party.

25. ARBITRATION: Subject to the provisions Section 19 of this Agreement, which shall control, any controversy, dispute, or claim involving or arising under this Agreement which cannot be resolved pursuant to Section 24 and Section 19 shall be submitted to binding arbitration. Arbitration shall be conducted by one arbitrator qualified by education, experience, or training to render a decision upon the issues in dispute and who has not previously been employed by either Party, and does not have a direct or indirect interest in any Party or the subject matter of the arbitration. The arbitrator shall be mutually agreed upon by the Parties within thirty (30) days after written notice requesting arbitration. If the Parties cannot agree, the arbitration shall be conducted by a panel of three arbitrators having the qualifications set forth above: one to be selected by each Party directly involved in the dispute, and the third arbitrator to be selected by the two arbitrators chosen by the Parties. If any Party fails to notify the other Party of the arbitrator selected by it within ten (10) days after receiving notice of the other Party's arbitrator, or if the two arbitrators selected fail to select a third arbitrator within ten (10) days after notice is given of the selection of the second arbitrator, then such arbitrator shall be selected under the expedited rules of the American Arbitration Association ("AAA"). The Parties shall divide equally the cost of the hearing, and each such Party shall be responsible for its own expenses and those of its counsel or other representatives. The commercial arbitration rules of the AAA shall apply to the extent not inconsistent with the rules specified above. Unless otherwise agreed to by the Parties, all arbitrations shall be held in Bismarck, North Dakota. No Party shall be required to participate in arbitration of a dispute to which it is not a direct Party.

26. ACCESS: Customer hereby grants Company reasonable access to the Data Center Facility and associated premises, at reasonable times and upon reasonable notice (except in emergencies), solely for the purposes of:

   a. installing, operating, inspecting, testing, maintaining, repairing, or removing Company-owned equipment and facilities;
   b. verifying compliance with this Agreement, including verification of reduction in electric service taken from Company during Demand Response Events, LMR dispatches, or MISO-Declared Emergency Events; and
   c. performing activities required to comply with applicable laws, NDPSC requirements, or MISO Tariff obligations.

   Customer shall maintain a gang-operated, load-break disconnect switch, capable of being locked in the open position and completely isolating Customer's equipment from Company's system, located at a mutually agreed and reasonably accessible demarcation point. Such disconnect may be located on Company's system.

   If any portion of the premises is under the control of Customer, Customer shall reasonably cooperate to provide Company the access rights intended by this Section.

27. TWENTY-FOUR HOUR COMMUNICATIONS: Because of the potential need to coordinate Load Modifying Resource dispatches and respond to MISO-Declared Emergency Events, Customer shall provide contact information for at least two representatives who are authorized to act on behalf of Customer. Such representatives shall be reachable on a 24-hour basis to receive operational communications from Company.

   Such representatives shall have authority to receive notices of Demand Response Events, LMR dispatches, or emergency operating instructions, and to coordinate Customer's compliance with this Agreement. The designated representatives may include a centralized power desk, network operations center, or other operational control function.

   Company shall provide notices under this Section through commercially reasonable means, which may include telephone, text message, email, or electronic control signals, consistent with MISO requirements and Company's standard operating procedures.

   Failure to reach a designated representative shall not relieve Customer of its obligations to comply with a Demand Response Event or MISO-Declared Emergency Event, provided Company has used commercially reasonable efforts to provide notice.

   Each Party shall promptly update the other Party in writing of any changes to its designated representatives or contact information.

   Nothing in this Section shall be construed to expand Company's rights to interrupt service beyond those expressly provided in Section 17 or to require manual or discretionary interruption of Customer's facilities.

28. ASSIGNMENT: The rights and obligations of the Parties under this Agreement may be assigned as follows:

a. Customer may, without the other Parties' prior consent but upon written notice to such Parties, assign to any affiliate of Customer, provided the Credit Support remains in full force and effect, and provided further that (i) the assignee delivers an assumption agreement to Company and (ii) Company shall have a period of ten (10) Business Days after receipt of such notice and assumption agreement to verify that the Credit Support required under this Agreement will remain in full force and effect following the assignment. Company may object to such affiliate assignment only if, within such ten (10) Business Day period, Company reasonably determines (acting in good faith) that the Credit Support will not remain in full force and effect after the assignment, and Company shall specify the basis for such objection. If Company does not object within such period, the affiliate assignment shall be deemed effective.

   Otherwise, Customer may assign only with the prior written approval of Company, which will not be unreasonably withheld, subject to any approval by the NDPSC deemed reasonable and/or prudent by Company in its sole discretion. Any permitted assignee shall expressly assume and agree in writing to perform all obligations of the Customer under this Agreement and replace any required security provided by Customer to secure the obligations of Customer hereunder. No assignment shall relieve the assigning Party of any obligations accrued prior to the effective date of assignment, but except in the event that this Agreement is assigned to an affiliate of Customer, shall relieve the assigning Party of all obligations from and after such effective date.

b. Company may assign this Agreement, in whole or in part, to any affiliate of Company without the consent of Customer but upon written notice to Customer. Otherwise, Company may assign only with the prior written approval of Customer, which will not be unreasonably withheld, subject to any required approval by the NDPSC. No assignment shall relieve the assigning Party of any obligations accrued prior to the effective date of assignment, but shall relieve the assigning Party of all obligations from and after such effective date.

29. <u>NOTICES</u>: Notices required hereunder, other than oral or telephone interruption orders, shall be in writing and shall be sent to the respective addresses below:

To Company:	Vice President – Energy Supply Montana-Dakota Utilities Co. 400 North Fourth Street Bismarck, ND 58501
To Customer:	APLD BIS-01 LLC 3811 Turtle Creek Blvd, #2100 Dallas, TX 75219 Attn: Robert Dowd and Mark Chavez [redacted]

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Any change in the Party contact names or numbers shall be provided to the other Parties immediately in writing.

30. GOVERNING LAW AND VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota, without regard for any conflicts of laws provisions. Subject to Section 19 of this Agreement, any litigation arising out of or relating to this Agreement that is not resolved by the NDPSC or in arbitration will be conducted exclusively in federal or state courts in the State of North Dakota and the Parties agree and consent to jurisdiction in North Dakota.

31. POWER FACTOR REQUIREMENTS: Customer shall operate its equipment to maintain a power factor between 97% lagging and 97% leading, as required by Rate 45.

32. RTU EQUIPMENT: Customer shall be responsible for the installation and upgrade costs of RTU equipment required under Rate 45, as applicable to its operations.

33. PERFORMANCE TESTS: Customer shall demonstrate compliance with this Agreement through Load Modifying Resource ("LMR") registration, testing, and performance conducted in accordance with the MISO Tariff and applicable MISO Business Practice Manuals.

Any performance test required by Company shall be limited to those tests reasonably necessary for Company to verify Customer's ability to reduce electric service taken from Company to the Firm Service Level or to satisfy MISO LMR accreditation, audit, or verification requirements. Performance tests conducted to satisfy MISO LMR requirements shall be deemed to satisfy all performance testing obligations under this Agreement.

Company shall not require performance tests designed to measure total facility load reduction, facility shutdown, or gross interruption of on-site operations, provided that Customer demonstrates the ability to reduce electric service taken from Company to the Firm Service Level.

Company shall provide reasonable advance notice of any required performance test, except where testing is required on an expedited basis to comply with MISO directives or address an actual or imminent reliability concern.

Failure by Customer to satisfy the Firm Service Level during a required performance test shall constitute non-performance under Section 17(d) of this Agreement, and any penalties, replacement capacity costs, or other charges imposed by MISO or incurred by Company as a result shall be borne by Customer in accordance with Exhibit B.

Nothing in this Section shall be construed to expand Company's rights to interrupt service beyond those expressly set forth in Section 17 or to permit manual or discretionary interruption of Customer's facilities.

34. [redacted]

[redacted]

(a) [redacted]

(b) [redacted]

(c) [redacted]

[redacted]

35. ENTIRE AGREEMENT: All exhibits and schedules to this Agreement are hereby incorporated herein by reference. This is the entire agreement between the Parties hereto and may be amended only by written agreement, properly executed by the Parties.

[SIGNATURE PAGE TO FOLLOW]

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

COMPANY

MONTANA-DAKOTA UTILITIES CO.

By: Garret Senger ____________________

AW

Garret Senger
Chief Utilities Officer

CUSTOMER

APLD BIS-01 LLC

Signed by:

By: ____________________

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Mark Chavez
General Counsel & Chief Compliance Officer

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EXHIBIT A

Montana-Dakota Utilities Co.

A Division of MDU Resources Group, Inc.

400 N 4th Street

Bismarck, ND 58501

State of North Dakota
Electric Rate Schedule

HIGH DENSITY CONTRACTED DEMAND RESPONSE Rate 45

Availability:

In all communities served for electric service to data center-type facilities housing high density computer processing technology where customers have (1) an expected demand of at least 10,000 Kw per month metered at a single delivery point and (2) an expected minimum load factor of 85%. Company must be able to interrupt customer's service under this rate schedule for up to 200 hours annually or as included in the electric service agreement. Customers who do not maintain these service requirements will have their service moved to the otherwise applicable rate schedule.

Billing:

As specified in the electric service agreement entered into by and between the Company and customer and approved by the North Dakota Public Service Commission. Customers taking service under this rate schedule shall be billed any and all incremental costs required to provide electric service to customers each month.

Payment:

Bills will be considered past due if not paid by the due date shown on the bill. Past due bills are subject to a late payment charge in accordance with the provisions of Rate 100 or any amendments or alterations thereto.

General Terms and Conditions:

1. The customer shall execute an electric service agreement with the Company which shall be filed and approved by the North Dakota Public Service Commission. Any changes to a customer's bill that were not identified or anticipated at the time the agreement was entered into with the customer shall be included in an addendum to the agreement and filed with the North Dakota Public Service Commission.

2. The electric service agreement shall have a minimum term of three years but not exceed five years.

3. The electric service agreement shall include
    a. The number of hours a customer may be interrupted in an annual period.

b. The length of time (in minutes) in which the customer must interrupt service following receipt of Company signal.
c. The firm load amount not subject to interruption.
d. The deposit amount required prior to the commencement of service under this rate schedule.

4. The Company reserves the right to require the customer to install adequate equipment so that at all times it can operate its facilities to maintain a power factor between 97% lagging and 97% leading.

5. The customer is responsible for the remote terminal unit (RTU) equipment, if applicable, installation and upgrade costs located between the customer's generator, or load control system, and the Company's energy management control system. The Company shall notify the customer when an RTU upgrade is required and the customer shall be given the opportunity to decide whether the RTU upgrade (RTU upgrade event) is installed. If the RTU upgrade is not installed, the customer's Rate 45 service shall be terminated and the customer moved to the otherwise applicable rate.

6. The Company may request the customer to interrupt at any time during an annual period beginning June 1 of each year and ending May 31 of the following year.

7. The penalty for non-performance when the Company requests the customer to interrupt will be the greater of $10.00 per Kw applicable to the demand specified in the electric service agreement with the Company or the appropriate reallocation of any penalties imposed on the Company by the Midcontinent Independent System Operator (MISO) during the period of non-performance. After a second failure to perform, within a 12-month period, the customer shall be liable for the penalty and may be moved to the otherwise applicable rate.

Montana-Dakota Utilities Co.
A Division of MDU Resources Group, Inc.
400 N 4th Street
Bismarck, ND 58501

State of North Dakota
Electric Rate Schedule

HIGH DENSITY CONTRACTED DEMAND RESPONSE Rate 45

8. The Company may request a summer and winter performance test each year, lasting up to one hour in length, to test the customer's interruption capability. Scheduled performance tests shall not count against the hour limit identified in the customer's electric service agreement. Two failures to perform, within a 12-month period, may result in the customer being moved to the otherwise applicable rate.

9. Additional terms and conditions may be added or amended from time-to-time with written notice to the customer to comply with MISO's load modifying resource (LMR) eligibility for the Company's utilization. The customer shall have the option of accepting the additional program rules provided by the Company or be moved to the otherwise applicable rate.

10. The Company shall require a contribution in aid of construction (CIAC) from the customer, in advance of the construction of any facilities, in the amount of the Company's estimated cost of installing and furnishing such service facilities, including the cost to disconnect and remove the same facilities. The final billing will reflect credit for the salvage value of materials used in providing electric service to customer's facilities. Any deficiency in such advance payment shall be paid by the customer upon presentation of a bill by the Company. Any amount deposited in excess of final billing by the Company will be refunded to the customer.

11. The foregoing schedule is subject to Rates 100-112 and any amendments or alterations thereto or additional rules and regulations promulgated by the Company under the laws of the state.

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EXHIBIT B

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Exhibit C

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Exhibit D – [redacted]

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Exhibit E

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