

# **Attachment A**

## **Electric Service Agreement**

HIGH DENSITY CONTRACTED DEMAND RESPONSE ELECTRIC SERVICE AGREEMENT

THIS AGREEMENT made this 17th day of June 2024, by and between LEOLA DATACENTER, LLC., 1567 Highlands Drive NE, Suite 110 #233 Issaquah, Washington 98029, hereinafter referred to as "Customer", and MONTANA-DAKOTA UTILITIES CO., 400 North Fourth Street, Bismarck, North Dakota 58501, hereinafter referred to as "Company".

WITNESSETH:

WHEREAS, Company is a public utility engaged in the generation, transmission, and distribution of electric energy for consumption; and

WHEREAS, Customer is the owner of a high-density data center to be located at 11641 358<sup>th</sup> Avenue, Leola, MacPherson County, South Dakota 57456 as shown in Exhibit C and is near the Company's Leola 115kV Substation near the city of Leola, South Dakota; and

WHEREAS, Customer desires to purchase electric energy from Company; and

WHEREAS, the parties have determined and agree that Customer is a new customer of Company at a new greenfield location and there is no existing structure or user at the site and no electrical service is being offered or taken.

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. CONSTRUCTION OF REQUIRED FACILITIES:

[REDACTED]

b. Company shall not be obligated to begin construction until all necessary regulatory approvals have been obtained, however should Company incur any cost related its obligation under this Agreement Customer acknowledges and agrees any such amounts spent shall not be refunded in the event of termination or failure to meet conditions precedent.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10. 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 SDPUC. 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.

11. 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%).

[REDACTED]

[REDACTED]

13. FORCE MAJEURE: The term "Force Majeure" as used herein, means unforeseeable causes beyond the reasonable control of and without fault or negligence of Customer. If Customer, because of Force Majeure, is rendered wholly or partly unable to perform its obligation under this Agreement, which obligation is to interrupt electric service within ten (10) minutes or less after receipt of notification or signal to interrupt service from Company's electric system control center, then Customer shall be excused by the Force Majeure from paying the penalty described in Paragraph 23 but not from paying for services as described in Paragraph 6, provided that:

- a. Customer, within two weeks after the occurrence of the Force Majeure, gives Company written notice describing the particulars of the condition or occurrence which resulted in the Force Majeure;
- b. The suspension of performance is of no greater scope nor of longer duration than is required by the Force Majeure;
- c. Obligations of Customer which arose before the occurrence causing the suspension of performance are not excused as a result of the occurrence of Force Majeure; and
- d. Customer uses its best reasonable efforts to remedy its inability to perform.

14. SERVICE LIABILITY: Company shall maintain service to Customer in accordance with accepted engineering practices in the operation of electric utilities but 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.

[REDACTED]



[REDACTED]

16. GOVERNMENT REGULATION: This Agreement is subject to the jurisdiction of the SDPUC and any present and future 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.

17. LIABILITY: As between the parties hereto, Company shall be liable only for accidents occurring by reason of the operation of its lines and equipment and for injury or damage caused by the negligence or willful actions of Company's employees and representatives. Customer hereby agrees to indemnify and hold Company harmless from any and all liabilities directly or indirectly caused by/from the installation or operation of Customer's Equipment. Company reserves the right to require proof of liability insurance from Customer.

18. TERM: This Agreement shall remain in full force and effect for an initial period extending for five (5) years from the in-service date of the Company's facilities required to serve the Customer, and year to year thereafter until either party cancels the Agreement. Either party may cancel this Agreement at any time after the initial five-year period, provided that no less than one (1) year written notice is furnished to the other party.

[REDACTED]

20. RESOLUTION OF DISPUTES: Prior to the initiation of arbitration, any controversy, dispute or claim between the parties involving or arising under this Agreement first shall be referred for resolution to a senior representative of each party. A party claiming that a dispute has arisen must give written notice within a reasonable period to the other party describing the dispute and designating the party's senior representative. Upon receipt of a notice describing the dispute, the other party 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. 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 shall submit the dispute to arbitration in accordance with the arbitration procedure set forth in Paragraph 21.

21. ARBITRATION: Any controversy, dispute or claim involving or arising under this Agreement which cannot be resolved pursuant to Paragraph 20 shall be submitted to binding arbitration 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 either party or the subject matter of the arbitration. Such arbitrator shall either be mutually agreed upon by the parties within thirty (30) days after written notice from either party requesting arbitration, or failing agreement, the arbitration shall be conducted by a panel of three arbitrators having the qualifications set forth in the preceding sentence, one to be selected by each party and the third arbitrator to be selected by the two arbitrators selected by the parties. If either 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 (the "AAA"). The parties shall divide equally the cost of the hearing, and each party shall be responsible for its own expenses and those of its counsel or other representative. 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.

22. DECOMMISSIONING OF FACILITIES: Customer and Company agree that at the end of the term of this agreement the Company-provided Interconnection Facilities paid by Customer installed in Paragraph 1a will be either 1) decommissioned from service and any salvage value net of decommission costs will be returned to Customer, or 2) the Company in its sole discretion may elect to leave the facilities in-service and agrees to reimburse Customer for the facilities based on the utility book value of the equipment.

23. BREACH OF AGREEMENT: If Customer breaches the material terms of this Agreement, including Rate 45 attached hereto as Exhibit "A" and any amendments thereto, Company may terminate the Agreement and Company's obligations hereunder. If the breach is caused by Customer's failure to comply with a Demand Response Event order from Company, for reasons other than Force Majeure, Customer shall be responsible for reimbursing the Company for any penalties imposed on the Company by MISO for the period of non-compliance based on the Customer's performance during a Company Demand Response Event or MISO Emergency Operations Event. 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.

24. ACCESS: Customer hereby grants Company access to the property of Customer for manual interruptions of service, if necessary, and for the servicing and maintenance of Company's equipment. If Company installs equipment for remote interruption of service, Customer shall comply with Paragraph 3 of the General Terms and Conditions contained in Rate 45. Customer shall provide a visibly open, gang-operated, load break disconnect switch, capable of being locked in an open position that will completely isolate Customer's Equipment from Company's system. Location of the gang-operated load break disconnect switch may also be located on the Company's system. Such disconnect switch shall be installed in a place easily accessible to Company at all times.

25. NOT USED:

26. TWENTY-FOUR HOUR COMMUNICATIONS: Because of the periodic need to interrupt electric service for a Company Demand Response Event or MISO Emergency Operations Event, Customer shall provide Company in the space provided below with the names and telephone numbers of at least two Customer representatives who can be reached on a 24-hour basis for interrupting or restoring service, if necessary.

Bill Connors  
206-607-7444

Ben Rees  
415-629-7688

Any change in the foregoing names and numbers shall be provided to Company immediately in writing.

27. ASSIGNMENT: With the written approval of Company, which will not be unreasonably conditioned, withheld, or delayed, Customer may assign its rights and obligations under this Agreement to any subsequent owner or operator of Customer's facility, subject to any required approval by the SDPUC. Company approval is not required for Customer's assignment to an affiliate. Notwithstanding any assignment, Customer shall remain liable for the performance of all its obligations under this Agreement unless otherwise agreed by the Company in writing.

28. NOTICES: 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 - Electric Supply  
Montana-Dakota Utilities Co.  
400 North Fourth Street  
Bismarck, ND 58501

To Customer: Managing Director  
LEOLA DATACENTER, LLC  
1567 Highlands Drive NE, Suite 110 #233  
Issaquah, WA 98029

29. ENTIRE AGREEMENT: This is the entire agreement between the parties hereto and may be amended only by written agreement, properly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be  
duly executed as of the day and year first above written.

COMPANY  
MONTANA-DAKOTA UTILITIES CO.

By: Garret Senger  
Garret Senger  
Chief Utilities Officer

CUSTOMER  
LEOLA DATACENTER, LLC

By: William Connors  
William Connors  
Managing Director

By: Ben Rees  
Ben Rees  
Managing Director