



Fergus Falls, Minnesota

ELECTRIC RATE SCHEDULE

Large General Service – Tier III – High Power Compute

Original Sheet No. 3

(Continued)

CONTRACT CAPACITY: Through the contract term, the Customer's retail electric peak load is limited to the maximum Demand approved by MISO for the load, as set out in the ESA (the Contract Capacity).

The Customer's Planning Reserve Margin Requirement (PRMR) is set annually on a seasonal basis by MISO and shall also be met by new Dedicated Resources. Dedicated Resources shall be a combination of incremental Company-owned generation, contracted-for generation (either by Company or Customer, or both, as agreed to in the ESA), and a *de minimus* amount of Planning Resource Auction (PRA) market capacity.

In the event of the loss or partial loss of an in-service Dedicated Resource, Customer will also pay for any Zonal Resource Credits required to be purchased by Company to backstop any shortfall in capacity accreditation of the Dedicated Resources (including derates, changes in capacity accreditation methodology, or loss of a Dedicated Resource) until such time as such shortfall can be mitigated through the procurement of new Dedicated Resources.

During the Build-Out Period, the Customer's retail electric peak load is limited to the accredited capacity of the in-service Dedicated Resources. Parties may negotiate terms for the Customer becoming a MISO Load Modifying Resource (LMR) for all load above the accredited capacity of the in-service Dedicated Resources.

During any period where the Customer is required under this Tariff or its ESA to be a MISO LMR, Customer must reduce its load to the requested amount within 30 minutes (or other applicable response time specified in the MISO tariff) of receiving a curtailment directive from Company. If Customer does not do so, Customer is responsible for all MISO costs and penalties incurred by the Company due to the non-compliance and the Customer shall pay a penalty equal to MISO's Value of Lost Load (VOLL) as defined in the MISO tariff at the time of the event for each MWh of Energy consumption above the Company's curtailment directive.

CONTRACT ENERGY: The Company may impose reasonable limits to Energy consumption of Customer to ensure that Energy consumption does not exceed 100% of Contract Capacity in any hour.

During the Build-Out Period, the Customer's retail electric peak load is limited to the accredited capacity of the in-service Dedicated Resources. Parties may negotiate terms for the Customer to buy energy above the output of the in-service Dedicated Resources. Unless the Customer has contracted for energy above the output of the in-service Dedicated Resources, if the Customer's Energy usage in any hour exceeds the output of the in-service Dedicated Resources, the Company may impose operational limitations, including curtailment, to address any systemic impacts of Customer's load due to market



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ELECTRIC RATE SCHEDULE

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Original Sheet No. 5

(Continued)

CREDIT SUPPORT: The Customer shall post and maintain credit support sized equal to the ~~cost of the Extra Facilities, plus the~~ Exit Fee set out in the Customer's ESA ~~discounted at the~~ ~~Company's weighted average cost of capital~~, plus cash or cash equivalent in an amount sufficient to cover any accounts receivable and other costs prior to disconnection (the Credit Support Amount).

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The Credit Support shall be for the full Credit Support Amount. The Credit Support shall be at least upper-medium grade rated and commensurate with the size, complexity and risk associated with serving the Customer's load. Credit Support may be provided in one or a combination of the following forms, subject to approval by the Company, and on terms satisfactory to the Company: standby irrevocable letter of credit, financial guarantee bond, parent or affiliate payment guarantee, or cash deposit. Cash provided as a cash deposit under this section shall not accrue interest while held by the Company.

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OTP may require Credit Support and/or Credit Support Amount adjustments for material credit events or material ESA changes. The Credit Support Amount may be reduced over time based on the Customer's financial performance, load history, and timely payments, with reductions approved at the Company's discretion. The Company may also require updated financial information from the Customer or guarantor to re-evaluate the Credit Support during the term of the ESA. In the event of a default, uncured breach of the ESA, or failure to maintain the required Credit Support, the Company may draw upon any form of Credit Support and exercise all rights and remedies available under the ESA and applicable regulations.

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PRICING METHODOLOGY: The Customer shall be liable for the full cost (incremental and embedded) of the Company serving Customer. The Customer will pay costs of connecting its load to the system plus any network upgrades identified by MISO. Customer will hold-harmless Company for any costs incurred but not otherwise provided for due to Customer's obligation with respect to serving Customer as Network Load under the MISO Tariff.

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The Customer will pay all costs associated with Dedicated Resources. For those Dedicated Resources under Company ownership, rates will reflect Company's return of and on such investment.

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N



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Original Sheet No. 12

(Continued)

12. The ESA must also include the following terms: N
- a. Size of monthly Contract Demand; N
 - b. A change in law provision; N
 - c. Provisions conditioning service obligations on receipt of all necessary regulatory approvals; N
 - d. Customer's responsibility for all applicable taxes, franchise fees, and governmental charges; N
 - e. Non-binding confidential expectations of market Energy and capacity purchases; N
 - f. The connection point(s) of the Company's and Customer's equipment at which Customer takes service; N
 - g. A binding forecast of Contract Capacity, expected load factor, and binding estimated schedule of load additions in both the Build-Out Period and the Steady Period; N
 - h. Schedule of all components comprising the revenue requirement; N
 - i. The voltage level(s) at which service will be supplied; N
 - j. Monthly minimum on-peak Demand for Transmission; N
 - k. Rate levels of each component; N
 - l. Credit Support consistent with this rate schedule; N
 - m. Exit fee consistent with this rate schedule; N
 - n. Transmission and Distribution loss factors; and N
 - o. Terms for termination consistent with this rate schedule. N

ESA TERMINATION: The ESA shall provide that it remains in effect unless cancelled or modified, or not renewed, pursuant to its terms. N

The ESA shall provide that if the Customer wishes to terminate the ESA prior to the end of the Steady Period, it must provide written notice thirty-six (36) months prior to its requested termination date. In addition, Customer will be subject to an Exit Fee. N



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Original Sheet No. 13

(Continued)

Exit Fee: The Exit Fee provided for in the ESA shall cover at least the following: N

1. All stranded costs of all Dedicated Resource(s) owned by the Company that were built to serve the Customer; N
2. Any and all costs incurred including termination fees for cancellation of contracts with third parties including Dedicated Resource PPAs; N
3. ~~Any remaining minimum monthly Incremental Delivery Facilities Demand Charges for All~~ unrecovered costs of Incremental Transmission and/or Distribution Facilities; and N
4. All liabilities of the Company to MISO arising from service to Customer including Transmission service pass-through charges or credits from MISO Schedule 9 after termination of the ESA due to transmission charges and credits being based on historical usage. N

~~NN~~

~~The Company will make commercially reasonable efforts to mitigate the Exit Fee amount owed by the Customer, subject to Commission approval.~~ N

Early Termination Penalty: An additional fee shall apply if the Customer seeks to terminate with less than thirty-six (36) months' notice (the Early Termination Penalty). In such case, the Early Termination Penalty shall be equal to ~~the Exit Fee plus~~ one and a half (1.5) times the nominal value of the Minimum Bill corresponding to the number of months less than the thirty-six (36) months' notice required for termination. N

The Exit Fee, ~~and~~ Early Termination Penalty (if applicable), ~~and Pre-Service Termination penalty (if applicable)~~ shall be due in full within thirty (30) days of the date the Customer receives an invoice from the Company for such ~~amounts~~ fees. N

~~The Company will make commercially reasonable efforts to mitigate the Exit Fee amount owed by the Customer, subject to Commission approval.~~ N

Pre-Service Termination: If the Customer terminates the ESA prior to when it is scheduled to begin to take service from the Company, Customer shall reimburse the Company for all actual costs incurred or committed to serve the Customer, including engineering, construction, equipment, carrying costs, and third-party obligations, subject to the Company taking commercially reasonable steps to mitigate such costs; and it shall pay a pre-service termination penalty in the amount of 10% of the value of the Incremental Transmission and Distribution Facilities planned to serve the Customer. N



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(Continued)

ATTACHMENT NO. 1
DEFINITIONS AND USEFUL TERMS

Non-Renewal: If the Customer chooses not to renew the ESA at the end of the Steady Period, the Customer will be responsible for paying the Exit Fee.

Stranded Costs: Shall be calculated as the net book value of the Dedicated Resources(s) less the fair market value of the Dedicated Resource(s) measured as of the date of the Customer stops taking service under the ESA.

Asset Owner is a designation used within MISO's commercial model to represent resources such as generation units, load zones, or other market-related assets. This role allows a market participant to manage and submit bids, offers, and other market activities associated with these resources, even if the participant does not physically own the asset.

Auction Clearing Price (ACP) is the price at which the annual MISO PRA clears for MISO Zone 1 for each season.

Build-Out Period is the period that begins when the initial Dedicated Resources are commercially operable and made available to offer into MISO and ends when all planned Dedicated Resources, as identified in the ESA, are commercially operable and made available to offer into MISO.

Consumer Price Index (CPI) is a percentage published monthly by the U.S. Department of Labor, Bureau of Labor Statistics that denotes the rate of inflation.

Consumer Price Index for all Urban Consumers (CPI-U) is a specific index that denotes the rate of inflation experienced by consumers in urban areas published monthly by the U.S. Department of Labor, Bureau of Labor Statistics.

Contract Capacity is the maximum Demand approved by MISO for the load, as set out in the ESA.

Contract Demand is 85% of the Contract Capacity.

Credit Support is a standby irrevocable letter of credit, financial guarantee bond, parent or affiliate payment guarantee, or cash deposit.

Credit Support Amount is the ~~total of the cost of the Extra Facilities, plus the~~ Exit Fee set out in the Customer's ESA ~~discounted at the Company's weighted average cost of capital,~~ plus an amount sufficient to cover any accounts receivable.

Dedicated Resources are generation resources that the Company has built or procured and dedicated to serving the Customer's ~~full firm~~ load, and for which the Company has assigned all associated costs to the Customer, as identified in the ESA. Dedicated Resources that are Power Purchase Agreements are only those where OTP is a party to the contract.