

**CONSENT AND AGREEMENT FOR
ELECTRIC SUPPLY**

This Consent and Agreement for Electrical Service ("Consent") is entered into effective as of the 3rd day of October, 2018 by and between **NorthWestern Corporation d/b/a NorthWestern Energy ("NorthWestern")** of 600 Market Street West, Huron, South Dakota 57350-1500 and **Central Electric Cooperative ("Central")** of P.O. Box 850, 25487 403rd Ave, Mitchell, South Dakota 57301.

WHEREAS, **NorthWestern** possesses assigned territorial rights to provide electric utility service to the following described real property:

The North One half of Section Seventeen (S17), Township One Hundred Three North (T.103 N.), Range Sixty-six West (R.66 W.) of the Fifth (5th) Principal Meridian Aurora County South Dakota (the "Property").

WHEREAS, Consolidated Edison Development, Inc., the owner of CED Aurora County Wind LLC, developed a wind generation facility in Aurora County, South Dakota consisting of 9 wind turbines and a substation and desires for said turbines to receive station power from a single energy provider; and

WHEREAS, two wind turbines have been constructed on the Property within the assigned service territory of **NorthWestern** and 7 wind turbines have been constructed within the assigned service territory of **Central**, and energy supply is required at the following approximate locations:

Wind Turbine Number One (1) and Wind Turbine Number Two (2) located in the Northeast Quarter (NE1/4) of Section Seventeen (S17), Township One Hundred Three North (T.103 N.), Range Sixty-six West (R.66 W.) of the Fifth (5th) Principal Meridian Aurora County South Dakota.

WHEREAS, **Central** intends to provide energy supply to all turbines, with such energy delivered to the wind generation facility in accordance with a wheeling arrangement pursuant to Rate 38 of **NorthWestern's** Electric Tariff;

1. Consent to Service. **NorthWestern** agrees to allow **Central** to supply energy to the 2 wind turbines sited on the above described Property. This consent is entered into pursuant to South Dakota Codified Law § 49-34A-55.
2. Reservation of Rights. This Consent is made with the understanding and agreement that the Property remains a part of the Assigned Service Territory of **NorthWestern**, and that by virtue of this Consent, **Central** does not acquire any service territory rights in any portion of the Property, nor will **Central** acquire any rights to provide electric utility service on the Property or in any other areas on the basis of the electrical supply allowed pursuant to this Consent. **Central** acknowledges that **NorthWestern** reserves the right to provide energy to future installations on the Property.
3. No Admissibility or Precedence. This Consent may not be used by **Central** for the purpose of establishing permanent territorial service rights nor shall it constitute or establish at any time a precedent between **NorthWestern** and **Central**.
4. Termination. **NorthWestern** consents to **Central** providing electric supply to the wind turbines sited on this Property for as long as said wind turbines are used for the purpose intended. Rights granted by this Consent immediately terminates if: (i) the wind turbines should cease to be used for the

- purpose intended; (ii) **NorthWestern** exercises its reserved rights set forth in Section 2; (iii) **Central** breaches the terms of this Consent; or (iv) either party provides 90 days written notice of termination.
5. Commission Approval. This Consent is void if the Public Utilities Commission of the State of South Dakota does not authorize this agreement.

NORTHWESTERN ENERGY

By: Ron Gogolin
Its: Coordinator Land = E&E.

CENTRAL ELECTRIC COOPERATIVE

By: Ken Schlemmer
Its: General Manager