

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is effective as of the 18 day of May, 2017, between and among Northern Electric Cooperative, Inc., hereinafter referred to as "Northern Electric" and NorthWestern Corporation, hereinafter referred to as "NorthWestern" and Ag Processing Inc a cooperative, an Iowa corporation, hereinafter referred to as "Ag Processing." Northern Electric, NorthWestern and Ag Processing may be referred to collectively as the "Parties" or individually as a "Party." "Disclosing Party" refers to each of NorthWestern and Ag Processing and/or such Party's Representatives disclosing information pursuant to the terms of this Agreement. "Recipient" refers to Northern Electric and/or such Party's Representatives receiving information disclosed pursuant to this Agreement.

RECITALS

1. Ag Processing and NorthWestern entered into an Electric Distribution Service Agreement dated April 3, 2017 (the "Service Agreement"), and in connection with the Service Agreement Ag Processing has prepared a service territory exception petition pursuant to SDCL§ 49-34A-56 (the "Petition") for review by the South Dakota Public Utilities Commission (the "Commission").
2. Ag Processing hereby states that it will, under the terms of the Agreement, allow inspection and review of certain data and information claimed by Ag Processing to be of a confidential nature. The information sought to be reviewed is: (i) the Service Agreement, and (ii) any requests for proposal and related specification data Ag Processing provided to NorthWestern prior to entering into the Service Agreement.
3. NorthWestern hereby states that it will, under the terms of the Agreement, allow inspection and review of certain data and information claimed by NorthWestern to be of a confidential nature. The information sought to be reviewed is: (i) the Service Agreement, and (ii) any requests for proposal and related specification data provided to NorthWestern prior to entering into the Service Agreement.
4. In connection with this matter, Northern Electric desires to have access to and to review the documents stated in Paragraphs 1 and 2 above (jointly referred to as "Requested Information") to aid in determining how to proceed upon filing of the Petition.
5. NorthWestern and Ag Processing submit that much, if not all, of the Requested Information Northern Electric wishes to review is confidential, trade secrets, proprietary and/or other information which, if disclosed to competitors of NorthWestern or Ag Processing, or to others, could result in irreparable damage and injury to NorthWestern and/or Ag Processing.

6. NorthWestern, Ag Processing and Northern Electric desire to provide a means by which the Requested Information can be provided to Northern Electric for review, but, at the same time, remain confidential and protected from disclosure which could result in irreparable damage or injury to North Western and Ag Processing.

THEREFORE, NorthWestern, Ag Processing and Northern Electric agree as follows:

1. For purposes of this Agreement, the following terms shall be defined in the following manner:

(a) "Confidential Information" shall mean and include all of the following information: written information and material, in tangible or intangible form (including, without limitation, technical, operating, business, environmental and financial information), which is contained in the Requested Information provided by NorthWestern and provided by Ag Processing and any documents and all contents thereof which are marked "CONFIDENTIAL," "PROPRIETARY". Such Confidential Information shall be furnished under the terms of this Agreement, and Recipient shall keep in strict confidence the Disclosing Party's Confidential Information and shall neither use nor disclose it except for the purpose of this proceeding, and solely in accordance with this Agreement.

"Confidential information" does not include public information or information disclosed by either party their agents or designated representatives under circumstances surrounding its disclosure where it reasonably would be considered as non-confidential.

(b) "Use of Confidential Information and Persons Entitled to Review." All Confidential Information made available pursuant to this Agreement shall be given solely to counsel for the Parties and shall not be used or disclosed except for purposes described herein; provided, however, that access to any specific Confidential Information may be authorized by counsel to those persons indicated by the Parties as being their experts or advisors in this matter (the "Representative(s)"). Any Representative receiving Confidential Information pursuant to the above sentence shall be informed by the Recipient of the confidential nature of the Confidential Information and the other terms and conditions of this Agreement. Each Recipient shall be responsible for any breach of this Agreement by any of its Representatives.

(c) "Disclose," "make disclosure of" or "disclosure" shall mean the provision of Confidential Information to Recipient, whether that provision is by means of the transmittal or transfer of the original or a copy of that document, or any verbal or other dissemination of the contents of said document. No access to Confidential

Information shall be authorized under the terms of paragraph 1(b) of this Agreement until the person is authorized by counsel to have access and signs a Nondisclosure Agreement in the form that is attached to this Agreement and incorporated as Exhibit A. (an "Authorized Person(s)"). Recipient represents and warrants it shall require the persons to whom disclosure is to be made to certify in writing that they have read this Agreement and agree to be bound by its terms. The Nondisclosure Agreement shall contain the signatory's full name, permanent address, and employer, and the name of the Party with whom the signatory is associated. This Nondisclosure Agreement shall be delivered to counsel for the Disclosing Party and to the Commission prior to the time of review of the documents.

2. All Confidential Information and the disclosure thereof shall be subject to the following restrictions:

- (a) Northern Electric shall keep in strict confidence the Confidential Information and not disclose any Confidential Information to anyone other than an Authorized Person(s), and such disclosure shall be for the sole purpose of Northern Electric's review and analysis of the above entitled case.
- (b) Whether Confidential Information is provided to Northern Electric in hard copy or in some other form, Northern Electric shall make no copies or reproductions of any kind or nature whatsoever of the Confidential Information so supplied other than for purpose of analysis by Northern Electric's Representatives.
- (c) The foregoing notwithstanding, Northern Electric may not disclose Confidential Information to an Authorized Person(s) unless, prior to the disclosure of such Confidential Information, said Authorized Person(s) has signed a Nondisclosure Agreement.

3. Delivery of Documentation. Where feasible, Confidential Information will be marked as such and delivered to counsel for the Parties. In the alternative, the Confidential Information may be made available for inspection and then reviewed by counsel, experts and authorized persons, as defined in paragraph 1(b), in a place and time mutually agreed on by the Parties.

4. Return of Confidential Information. Upon demand of the Disclosing Party, Northern Electric shall promptly return or cause to be returned to the Disclosing Party all Confidential Information and any copies thereof, and shall destroy all notes and other derived material relating to the Confidential Information and any copies thereof. Notwithstanding the foregoing in this Section 4, one copy of any Confidential Information, and one copy of any notes or other derived material relating to the Confidential Information, may be retained by the Northern Electric's legal counsel for the purpose of prosecuting or defending claims made in relation to Northern Electric's contemplated intervention after filing of the Petition.

5. Nothing in this Agreement shall preclude NorthWestern or Ag Processing from refusing to make any disclosure of any Confidential Information to Northern Electric even if Northern Electric agrees that such disclosure shall be in accordance with the terms of this Confidentiality Agreement.

6. All persons who are afforded access to any Confidential Information by reason of this Agreement shall neither use nor disclose the Confidential Information for purposes of business or competition, or any purpose other than the purposes of preparation for and conduct of this proceeding, and then solely as contemplated here, and shall take all reasonable precautions to keep the Confidential Information secure and in accordance with the purposes and intent of this Agreement. No Party receiving Confidential Information pursuant to this Agreement may copy, microfilm, microfiche, or otherwise reproduce such Confidential Information without the written consent of the producing party, either Ag Processing or NorthWestern.

7. This Agreement shall in no way constitute a waiver of the rights of any Party or person to contest any assertion or finding of trade secret, confidentiality, or privilege, or to appeal any determination of the Commission or assertion by a Party. Damages resulting from the Recipient's (including its Representative's) breach of the terms hereof may be impossible to measure accurately, and injuries sustained by the Disclosing Party from any such breach may be impossible to calculate and remedy. Therefore, the Recipient acknowledges that, in the event of such breach, the Disclosing Party shall be entitled to seek injunctive relief and specific performance of the covenants contained in this Agreement in addition to any other remedy to which it may be entitled at law or in equity. Moreover, in addition to any other remedies awarded to the Disclosing Party, the Disclosing Party shall have the right to recover all costs (including reasonable attorney's fees) which may be incurred in connection with any action to enforce the obligations of the Recipient or its Representatives, as applicable, to the extent such Party prevails in any such action.

8. THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA WITHOUT REGARD TO RULES CONCERNING CONFLICTS OF LAW. EACH PARTY AGREES THAT ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED IN ANY WAY TO THIS AGREEMENT SHALL BE BROUGHT SOLELY IN ANY STATE OR FEDERAL COURT SITTING IN HUGHES COUNTY, SOUTH DAKOTA. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO THE JURISDICTION OF ANY SUCH COURT AND HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY ACTION OR PROCEEDING IN ANY SUCH COURT, ANY OBJECTION TO VENUE WITH RESPECT TO ANY SUCH ACTION OR PROCEEDING AND ANY RIGHT OF JURISDICTION ON ACCOUNT OF THE PLACE OF RESIDENCE OR DOMICILE OF EITHER PARTY HERETO

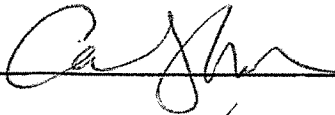
9. The provisions of this Confidentiality Agreement, insofar as they restrict the disclosure and use of Confidential Information governed by this Confidentiality Agreement, shall, without the written permission of the Parties, or further order of the Commission or, if appropriate, a court of competent jurisdiction, continue to be binding after the conclusion of the Petition for a period of two (2) years following the resolution of the Petition.

WHEREFORE, the undersigned have set their hands and seals as of the first date set forth above.

NORTHWESTERN CORPORATION

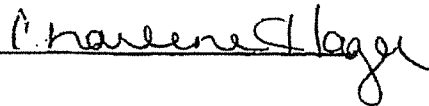
BY: _____

AG PROCESSING INC A COOPERATIVE

BY:  _____


LEGAL REVIEW

NORTHERN ELECTRIC COOPERATIVE

BY:  _____

WHEREFORE, the undersigned have set their hands and seals as of the first date set forth above.

NORTHWESTERN CORPORATION

BY: Reed McKee

AG PROCESSING INC A COOPERATIVE

BY: _____

NORTHERN ELECTRIC COOPERATIVE

BY: _____