

CONSENT AND AGREEMENT FOR ELECTRIC SERVICE

This Consent and Agreement for Electrical Service ("*Consent*") is entered into effective as of the 28th day of February, 2020 by and between NorthWestern Corporation d/b/a NorthWestern Energy ("*NorthWestern*") with a principal place of business at 600 Market Street West, Huron, South Dakota 57350-1500 and H-D Electric Cooperative, Inc. (the "*Cooperative*") with an address of 18240 SD Hwy 15, Clear Lake, South Dakota, 57226.

WHEREAS, NorthWestern is assigned the territorial right to provide electric utility service to the following described real property:

Government Lots One (1) and Two (2), and the South Half (S1/2) of the Northeast Quarter (NE1/4) of Section Five (5), Township One Hundred Sixteen North (T116N), Range Fifty West (R50W) of the 5th P.M., Deuel County, South Dakota, except Lot H-3 and Lot H-4, except Lot A and Lot B, and further excepting the South Thirty (30) acres lying West of Lot A in the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 5, T116N, R50W of the 5th P.M., Deuel County, South Dakota, (the "*Property*"); and

WHEREAS, a streetlight is being constructed on the Property at the request of the Town of Goodwin, Inc., and electrical utility service is required to the following described real property:

Fifty Feet (50') East, more or less, and Seventy-five Feet (75') South, more or less, of the Northwest Corner of Government Lot One (1) of Section 5, T116N, R50W of the 5th P.M., Deuel County, South Dakota, as illustrated on attached Exhibits "A" and "B".

1. **Consent to Service.** NorthWestern agrees to allow Cooperative to supply electrical service with requirements not to exceed 15 KVA to the Property for the purpose of installing and operating a street light (the "*Electrical Service*") to the 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 following understanding and agreement: (i) the Property remains a part of the assigned service territory of NorthWestern; (ii) Cooperative does not acquire any service territory rights in any portion of the Property; (iii) except the Electrical Service specifically described in this Consent, Cooperative does not acquire any other rights to provide utility service to the Property or the Services Site; and (iv) with the exception of the Electrical Service rights granted pursuant to this Consent, Cooperative acknowledges NorthWestern's reservation of the right to provide electrical utility service to any additional development of the Property.
3. **No Admissibility or Precedence.** This Consent may not be used for the purpose of establishing permanent territorial service rights, nor does it constitute or establish at any time any precedent between NorthWestern and Cooperative.
4. **Termination.** NorthWestern consents to Cooperative providing Electrical Service for as long as the Electrical Service is used for the purpose intended. Rights granted by this Consent immediately terminate if: (i) the Electrical Service ceases to be used for the purpose intended; or (ii) Cooperative breaches the terms of this

Consent.

5. Commission Approval. This Consent is not effective until the parties receive the approval of the Public Utilities Commission of the State of South Dakota.

NORTHWESTERN ENERGY

By: *Robert Lee*

Its: *Real Estate Representative*

COOPERATIVE

By: *Matt Alf*

Its: *CEO / General Manager*