

CONSENT AND AGREEMENT FOR ELECTRIC SERVICE

This Consent and Agreement for Electrical Service ("Consent") is entered into effective as of the 24th day of June 2021, by and between Dakota Energy Cooperative, Inc. ("Dakota Energy") of P.O. Box 830, Huron, South Dakota 57350-0830 and NorthWestern Corporation d/b/a NorthWestern Energy ("NorthWestern") of 600 Market Street West, Huron, South Dakota, 57350-1500.

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

The Southeast Quarter (SE1/4) of Section Four (4), Township One Hundred Twelve North (T112N), Range Seventy West (R70W) of the Fifth (5th) Principal Meridian, Hand County, South Dakota (the "Property");
and

WHEREAS, a new improvement is being constructed on the Property and three-phase electrical utility service is required to the following described real property:

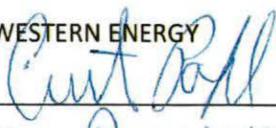
Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section Four (4), Township One Hundred Twelve North (T112N), Range Seventy West (R70W) of the Fifth (5th) Principal Meridian, Hand County, South Dakota (the "Grain Bin Site").

1. Consent to Service. Dakota Energy agrees to allow NorthWestern to supply three-phase electrical service not to exceed 500 KVA ("Electrical Service") to the Grain Bin Site only on 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 understanding and agreement that the Property remains a part of the Assigned Service Territory of Dakota Energy, and that by virtue of this Consent, NorthWestern does not acquire any service territory rights in any portion of the Grain Bin Site only on the Property or in any other area on the basis of the Electrical Service allowed pursuant to this Consent. NorthWestern acknowledges that Dakota Energy reserves the right to provide electrical utility service should future installations on the Property require electricity in excess of 500 KVA.
3. No Admissibility or Precedence. This Consent may not be used by NorthWestern for the purpose of establishing permanent territorial service rights nor shall it constitute or establish at any time a precedent between Dakota Energy and NorthWestern.
4. Termination. Dakota Energy consents to NorthWestern providing Electrical Service to the point of service for the Grain Bin Site only on the Property for as long as said improvement is used for the purpose intended. Rights granted by this Consent immediately terminates if: (i) the improvement should cease to be used for the purpose intended; (ii) Dakota Energy exercises its reserved rights set forth in Section 2; or (iii) NorthWestern breaches the terms of this Consent.
5. Commission Approval. This Consent and Agreement is effective only after being approved by the Public Utilities Commission of the State of South Dakota.

DAKOTA ENERGY COOPERATIVE, INC.

By: 
Its: CEO/GM

NORTHWESTERN ENERGY

By: 
Its: Vice President Distribution