

**TEMPORARY SERVICE TERRITORY EXCEPTION AGREEMENT
BETWEEN
XCEL ENERGY AND SIOUX VALLEY ENERGY AND [REDACTED]**

This agreement entered into this 14th day of July, 2014, ("Agreement") between Northern States Power Company doing business as Xcel Energy, with offices located at 500 W. Russell Street, Sioux Falls, South Dakota ("Xcel Energy"), Sioux Valley Energy, Inc. with principal place of business at PO Box 216, Colman, SD 57017, South Dakota ("Sioux Valley Energy"), and [REDACTED] residing at [REDACTED] ("Customer") (together, "Parties").

1. The Parties agree that Sioux Valley Energy may provide temporary electric service to Customer at Customer's address at [REDACTED] [REDACTED] ("Temporary Service Location"). Customer's address is otherwise described as tract 1 of Steinborn's Addition in the W 1/2 SE 1/4 of Section 28, Township 102 North, Range 50 West of the 5th Principal Meridian, Minnehaha County, South Dakota. The Temporary Service Location is further identified on Attachment A.
2. The Parties agree that the Temporary Service Location is located within the existing Xcel Energy Electric Service Territory as established in 1975 by the South Dakota Legislature and codified in SDCL 49-34A-42, and Xcel Energy intends to provide permanent electric service to Customer.
3. Customer has requested Sioux Valley Energy to provide a temporary service to the Temporary Service Location while Xcel Energy permanent facilities are constructed.
4. Sioux Valley Energy is willing to provide this temporary service to the Temporary Service Location until such time that Xcel Energy can provide permanent service.
5. Sioux Valley will cease providing temporary service to the Temporary Service Location on the date that Xcel Energy notifies the Parties that Xcel Energy is ready to connect permanent service. Sioux Valley Energy will disconnect its temporary service at that time.
6. The Parties agree that permanent service to be provided by Xcel Energy is consistent with the exclusive service territory provisions of SDCL 49-34A-42, *et seq.* and that the permanent service to be provided by Xcel Energy will avoid unnecessary duplication of facilities, will provide adequate electric service to all areas and customers affected and will promote the efficient and economical use and development of the electric systems as Xcel Energy provides service to the

area presently and expects to serve additional customers in the area surrounding the Temporary Service Location in the future.

7. Xcel Energy's consent to permit Sioux Valley Energy to provide temporary service to the Temporary Service Location will automatically terminate upon the date that Xcel Energy makes permanent service available and so notifies Sioux Valley and Customer.
8. This exception is not to be construed as having any impact upon or indicating a desire to change the service areas assigned by the South Dakota Public Utilities Commission.
9. Customer agrees to provide Xcel Energy with a signed copy of the proposed electric service agreement "underground service form" included as Attachment B to this Agreement and a check in the amount of \$908.09 consistent with the Xcel Energy tariffs on file with the South Dakota Public Utilities Commission.
10. The Parties agree that no compensation is owed to Xcel Energy by the Cooperative for the limited right to provide temporary service at the Temporary Service Location.
11. The Parties further agree that no compensation will be owed to Sioux Valley Energy by Xcel Energy for the temporary service to the Temporary Service Location. Customer is solely responsible for all costs owing to Sioux Valley related to the temporary service.
12. The Parties agree to jointly submit this Agreement for temporary service to the Temporary Service Location to the South Dakota Public Utilities Commission for approval.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written and the Parties agree to take such additional steps and actions including execution of such instruments and other documents as are reasonably necessary to effectuate the intentions expressed hereby.

SIOUX VALLEY ENERGY
ELECTRIC COOPERATIVE

Northern States Power Company – MN
d/b/a XCEL ENERGY

BY Tim McCarthy
Tim McCarthy, General Manager

BY Laura McCarten
Laura McCarten, Regional Vice President

DATE 7/14/14

DATE July 14, 2014

