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5. Lost Revenue. The Parties acknowledge that no compensation was paid by Southeastern Coop to Xcel Energy for the limited right to serve by exception, and agree that no compensation will be owed by Southeastern Coop to Xcel Energy in the future for lost revenue related to the single phase electric service in Xcel Energy's service territory.
6. Reservation of Rights. Except as specifically set forth herein, this Exception Agreement does not modify or limit the legal rights of any party.
7. No Precedent. The Parties recognize that this Exception Agreement is the result of negotiations between the Parties and that this Exception Agreement and the South Dakota Public Utilities Commission's ("Commission") approval of this Exception Agreement does not represent any binding or legal precedent on any party in any other matter.
8. Request for Commission Approval of the Agreement. Coinciding with execution of this Exception Agreement by all Parties, Xcel Energy has prepared and filed a Joint Petition to the Commission by the Parties to approve this Exception Agreement.
9. Miscellaneous.
  - (a) Entire Exception Agreement and Modification. This Exception Agreement contains the entire exception agreement and understandings of the Parties hereto regarding the scope of the Exception Agreement and appropriate compensation for the single phase electric service in Xcel Energy's service territory. All previous communications, or agreements, between the Parties hereto, either verbal or written, with reference to the subject matter of this Exception Agreement are hereby abrogated. No amendment, modification or waiver of, or consent with respect to any provision of this Exception Agreement shall be effective unless the same shall be in writing and signed by a duly appointed representative of all Parties and then any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
  - (b) Assignment. None of the Parties shall assign, or sublet, this Exception Agreement, voluntarily, involuntarily or by operation of law, without the prior written consent of the other.
  - (c) Severability. If any provision of this Exception Agreement shall be found invalid or unenforceable, in whole or in part, by a court of competent jurisdiction or the Commission, then such provision shall be deemed to be modified or restricted to the extent and in a manner necessary to render the same valid and enforceable, or if that is not possible, such provision shall be stricken and deleted from this Exception Agreement, as the case may require, and this Exception Agreement shall then be construed and enforced to the maximum extent permitted by law and with the purpose to achieve the fundamental intent of the Parties.

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- (d) Choice of Laws. This Exception Agreement shall be construed and interpreted in accordance with the laws of the State of South Dakota and excluding any choice of law or rules that may direct the application of laws of another jurisdiction.
- (e) Agreement Drafted Jointly. The Parties agree that none of the Parties shall be deemed solely responsible for drafting all or any portion of this Exception Agreement, and in the event of a dispute, responsibilities for any ambiguities arising from any provision of this Exception Agreement shall be shared equally among the Parties.
- (f) Regulation. The Parties acknowledge that this Exception Agreement is subject to the jurisdiction of the Commission.
- (g) Effective Date. The effective date of this Exception Agreement is the date upon which the Exception Agreement has been signed by a duly appointed representative of both Parties.
- (h) Notice. Any notice permitted or required by this Exception Agreement shall be made in writing and personally served or mailed (postage prepaid, return receipt requested) and shall be effective upon the date of personal service, or if by mail, upon the date of receipt.

IN WITNESS WHEREOF, the Parties hereto have executed this Exception 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.

Northern States Power Company, A Minnesota corporation
By: _____ Date: _____
Laura McCarten Regional Vice President, NSP-MN

Southeastern Electric Cooperative, Inc.
By: _____ Date: _____
Brad Schardin General Manager