

**SERVICE TERRITORY EXCHANGE AGREEMENT
BETWEEN
XCEL ENERGY AND SOUTHEASTERN ELECTRIC COOPERATIVE, INC.**

This AGREEMENT (“Agreement”) is made and entered into by Northern States Power Company, a Minnesota corporation doing business as Xcel Energy, with offices located at 500 W. Russell Street, Sioux Falls, South Dakota (“Xcel Energy”), and Southeastern Electric Cooperative, Inc. with principal place of business at 501 S Broadway Ave, Marion, South Dakota (“Southeastern Coop”) (collectively, the “Parties”).

RECITALS:

WHEREAS, pursuant to SDCL 49-34A-42 *et seq.*, the Parties have electric service territory established under South Dakota Law; and

WHEREAS, pursuant to SDCL 49-34A-55, Xcel Energy and Southeastern Coop agree to adjust the service territory line defined and depicted in our “contract in the matter of establishment of an assigned service area” dated January 28, 1976 on file with the South Dakota Public Utilities Commission,

NOW THEREFORE, the Parties agree as follows:

1. Xcel Energy and Southeastern Coop agree to a new service territory line in section 13 of T103N R55W in McCook County, South Dakota, transferring from Southeastern Coop to Xcel Energy Block 2 of the Drake Addition (140 S. Main St., Salem, SD 57058), Lots 14, 15, and 16 of Block 13 of the Original Town (236 N. Main St., Salem, SD 57058), and Lot 4 of Block 13 of the Original Town (211 N. Dakota St., Salem, SD 57058), as depicted on the maps in attached Exhibits A and C.
2. Xcel Energy and Southeastern Coop agree to a new service territory line in section 14 of T103N R55W in McCook County, South Dakota, transferring from Xcel Energy to Southeastern Coop Block 28 (excluding the portion of Block 28 designated S132’ W132’) of Tract B of Feterl’s Addition, as depicted on the maps in attached Exhibits B and C.
3. The Parties agree that the change in service territory boundary lines will transfer territory from Southeastern Coop to Xcel Energy and from Xcel Energy to Southeastern Coop as noted in numbers 1 and 2 above.
4. The Parties agree that Southeastern Coop is providing electric service to its own property and facilities located in Block 29 of Tract B of Feterl’s Addition pursuant to SDCL 49-34A-57, but that Block 29 of Tract B of Feterl’s Addition remains within Xcel Energy’s service territory.

5. The Parties agree that no monetary compensation is due to Southeastern Coop from Xcel Energy and that no monetary compensation is due to Xcel Energy from Southeastern Coop for this service territory transfer.
6. The Parties agree to jointly submit these agreed upon changes to the South Dakota Public Utilities Commission for its approval, and such approval is needed before this Agreement becomes effective.
7. Except as specifically set forth herein, this Agreement does not modify or limit the legal rights of any party.
8. The Parties acknowledge that this Agreement is subject to the jurisdiction of the Commission.

IN WITNESS WHEREOF: This Agreement is executed and made effective between Southeastern Coop and Xcel Energy.

Xcel Energy

Southeastern Electric Cooperative, Inc.

By: Greg P. Chamberlain
Regional Vice President,
Govt and Community Relations,
Northern States Power Company,
a Minnesota Corporation

By: Brad Schardin
General Manager

Attest: _____

Attest: Brad Schardin, GM

Date: _____

Date: November 30, 2018

Xcel Energy

By: Stephen R. Foss
Regional Vice President, Distribution Operations
Northern States Power Company,
a Minnesota Corporation

Attest: _____

Date: _____

5. The Parties agree that no monetary compensation is due to Southeastern Coop from Xcel Energy and that no monetary compensation is due to Xcel Energy from Southeastern Coop for this service territory transfer.
6. The Parties agree to jointly submit these agreed upon changes to the South Dakota Public Utilities Commission for its approval, and such approval is needed before this Agreement becomes effective.
7. Except as specifically set forth herein, this Agreement does not modify or limit the legal rights of any party.
8. The Parties acknowledge that this Agreement is subject to the jurisdiction of the Commission.

IN WITNESS WHEREOF: This Agreement is executed and made effective between Southeastern Coop and Xcel Energy.

Xcel Energy

Southeastern Electric Cooperative, Inc.

By: Greg P. Chamberlain
Regional Vice President,
Govt and Community Relations,
Northern States Power Company,
a Minnesota Corporation

By: Brad Schardin
General Manager

Attest: _____

Attest: _____

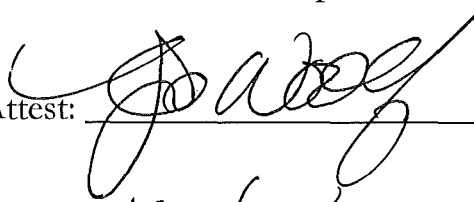
Date: _____

Date: _____

Xcel Energy

By: ~~Stephen R. Foss~~ Mary Jo Woolf
~~Regional Vice President, Distribution Operations~~
Northern States Power Company,
a Minnesota Corporation

Sr. Director,
Distribution Business Operations

Attest: 
Date: 12-4-18

5. The Parties agree that no monetary compensation is due to Southeastern Coop from Xcel Energy and that no monetary compensation is due to Xcel Energy from Southeastern Coop for this service territory transfer.
6. The Parties agree to jointly submit these agreed upon changes to the South Dakota Public Utilities Commission for its approval, and such approval is needed before this Agreement becomes effective.
7. Except as specifically set forth herein, this Agreement does not modify or limit the legal rights of any party.
8. The Parties acknowledge that this Agreement is subject to the jurisdiction of the Commission.

IN WITNESS WHEREOF: This Agreement is executed and made effective between Southeastern Coop and Xcel Energy.

Xcel Energy

Southeastern Electric Cooperative, Inc.

By: Greg P. Chamberlain
Regional Vice President,
Govt and Community Relations,
Northern States Power Company,
a Minnesota Corporation

By: Brad Schardin
General Manager

Attest: 

Attest: _____

Date: 12/12/18

Date: _____

Xcel Energy

By: Stephen R. Foss
Regional Vice President, Distribution Operations
Northern States Power Company,
a Minnesota Corporation

Attest: _____

Date: _____