

EXECUTION VERSION

COMPETITIVE RESPONSE RIDER AGREEMENT
between
NORTHERN STATES POWER COMPANY
and
HONEYCRISP POWER LLC
for the application of the
COMPETITIVE RESPONSE RIDER
to
RETAIL ELECTRIC SERVICE AGREEMENT

THIS COMPETITIVE RESPONSE RIDER AGREEMENT (this "Agreement"), is entered into as of the 21st day of December 2018 ("Effective Date"), by and between Northern States Power Company, a Minnesota corporation ("Company"), and Honeycrisp Power LLC, a Delaware limited liability company ("Customer"). Company and Customer may each be referred to as a "Party" and together, the "Parties".

WITNESSETH:

WHEREAS, Customer will own and operate an up to [REDACTED]-megawatt peak load data center facility ("Data Center") in Becker, MN 55308 ("Premises"); and

WHEREAS, Company will provide electric service to Customer for the Data Center at the Premises pursuant to that certain Retail Electric Service Agreement dated on a date even herewith by and between the Parties ("ESA"); and

WHEREAS, in 2018, Customer made the decision depending on the electric supply conditions described herein to invest at least five hundred million dollars (\$500,000,000) in the Data Center; and

WHEREAS, the Data Center investment would not be made but for the electric supply conditions described herein and in the ESA; and

WHEREAS, Customer has alternative locations outside of Minnesota at which to construct the Data Center and locations which compete against building, owning, and operating the Data Center at the Premises; and

WHEREAS, at this time, Customer requires adjustments to certain rates it would pay for electric service for the Data Center to induce it to locate the Data Center in Company's service territory, to ensure the long term economic viability of the Data Center, and to justify investment in the Data Center as well as potential future expansions; and

WHEREAS, at this time, Company has determined that provision of electric service to meet the current and potential future energy requirements of the Data Center pursuant to the terms and conditions of this Agreement will not adversely affect the adequacy, reliability, or costs of service to Company's other customers; and



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WHEREAS, at this time, Company has determined that providing electric service to the Data Center will not harm Company's other customers as a result of the incremental contributions to certain Company's costs over the term of this Agreement and beyond;

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter contained, Customer and Company hereby agree to and with each other as follows:

1. DEFINITIONS

In addition to those terms otherwise defined herein, whenever used herein, the following terms will have the respective meanings set forth below, unless a different meaning is plainly required by the context, and when the defined meaning is intended, the term is capitalized:

- A. "Agreement" has the meaning set forth in the introductory paragraph.
- B. "Ancillary Agreements" means the ESA and the Interconnection Agreement, as those terms are defined in the ESA.
- C. "Base Energy" means the MWh per month of energy use of the Data Center.
- D. "CCRC" means the Conservation Cost Recovery Charge included in base energy rates in all Company tariffs, as such tariffs as may be revised from time to time or any successor rate.
- E. "Clean Generation" has the same meaning as in the ESA.
- F. "Commercial Operation Date" has the same meaning as in the ESA.
- G. "Commercially Reasonable" or "Commercially Reasonable Efforts" has the same meaning as in the ESA.
- H. "Commission" means the Minnesota Public Utilities Commission, the regulatory agency having jurisdiction over the retail electric service of Company in the state of Minnesota (including the electric service covered by this Agreement and the ESA), and includes any successor regulatory agency.
- I. "Company" has the meaning set forth in the introductory paragraph of this Agreement.
- J. "Competitive Response Rider Tariff" means that certain Competitive Response Rider, Minnesota Rate Book – No. 2, Section No. 5, Sheet No. 122, which shall be amended to accommodate the provisions of this Agreement, and whereas such amendment is a necessary condition to the effectiveness of this Agreement, as may be revised from time to time, or any successor rate.
- K. "CRR Rate" means the energy charge and demand charge adjustments described in Section 2 below, titled "Competitive Response Rider Rate," which has been



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agreed to by Company and Customer under the terms and conditions of the Competitive Response Rider Tariff.

- L. "CRR Rate Value" means the difference between the standard tariff and the CRR Rate times the energy usage of the Data Center in a defined period.
- M. "Customer" has the meaning set forth in the introductory paragraph of this Agreement.
- N. "Data Center" has the meaning set forth in the recitals of this Agreement.
- O. "Effective Date" has the meaning set forth in introductory paragraph of this Agreement.
- P. "Electric Service Commencement Date" has the same meaning as in the ESA.
- Q. "ESA" has the meaning set forth in the recitals.
- R. "Extension Negotiations" has the meaning set forth in Section 3 of this Agreement.
- S. "Fuel Clause" means the rates resulting from the Fuel Clause Rider, Minnesota Rate Book – No. 2, Section No. 5, Sheet No. 91, as may be revised from time to time or any successor rate.
- T. "General TOD Tariff" means the retail customer rate tariff that is applicable to the Customer and selected by Customer in the ESA, including without limitation all applicable riders and as may be revised from time to time or any successor rate. The currently effective General TOD Tariff is provided in Attachment A to this Agreement, for reference.
- U. "Good Utility Practice" has the same meaning as in the ESA.
- V. "kW" means kilowatt.
- W. "kWh" means kilowatt-hour.
- X. "MISO" means the Midcontinent Independent System Operator, Inc. or any successor organization.
- Y. "MW" means megawatt.
- Z. "MWh" means megawatt-hour.
- AA. "Parties" has the meaning set forth in the introductory paragraph of this Agreement.
- BB. "Party" has the meaning set forth in the introductory paragraph of this Agreement.



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- CC. "Premises" has the meaning set forth in the recitals of this Agreement.
- DD. "Tariff" means Company's Minnesota Electric Rate Book, as may be revised from time to time.
- EE. "Term" has the meaning set forth in Section 3 of this Agreement.

2. COMPETITIVE RESPONSE RIDER DISCOUNT

Subject to approval by the Commission of (a) this Agreement and (b) amendments to the Competitive Response Rider Tariff, as of the Electric Service Commencement Date and until the end of the Term of this Agreement, the CRR Rate will be applied to Customer's purchase of retail electric service under the ESA, as follows:

[TRADE SECRET BEGINS]

[REDACTED]

TRADE SECRET ENDS]

A sample calculation of the CRR Rate is included in Attachment B, and is also marked as TRADE SECRET.

3. TERM AND EFFECT ON AGREEMENT

This Agreement will become effective as of the Effective Date. The application of the CRR Rate will begin on the Electric Service Commencement Date, or such other date as may be ordered by the Commission, and be coterminous with the Initial Term of the ESA ("Term"). In the event that the ESA is terminated prior to the expiration of the Initial Term of the ESA, this Agreement



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will terminate at the same time as the ESA. This Agreement also may be terminated by mutual agreement of the Parties, evidenced in writing, prior to the expiration of the Term.

This Agreement will not be renewed and will be of no further force and effect upon the expiration of the Term; provided, however, that the provisions of this Agreement necessary for either Company or Customer, as the case may be, to enforce any of its rights and obligations as against Customer or Company, as the case may be, shall survive the termination of this Agreement for as long a period as is necessary for Company or Customer, as the case may be, to enforce its rights.

Notwithstanding any provision of this Agreement to the contrary, at a time mutually agreeable to the Parties but no sooner than the fifth (5th) anniversary of the Electric Service Commencement Date, the Parties will meet and confer and work in good faith to negotiate potential rates, terms, and conditions for a continued CRR Rate applicable to retail electric service to the Data Center beyond the Term, which includes, but is not limited to, potential amendments and/or extensions to this Agreement, the ESA, and other Ancillary Agreements ("Extension Negotiations"). In furtherance of the foregoing, but not in limitation thereof, the Extension Negotiations are to be based on the following principles: (a) recognition of Customer's investment in the Data Center and Company's investment in facilities to serve the Data Center; (b) recognition of Company's obligation to serve; (c) a presumption that the Data Center load will not exceed [REDACTED] MW; (d) the interest of both Parties to provide continuing rate reduction to Customer under this Agreement – to the extent Commercially Reasonable and consistent with Good Utility Practice – in an amount of not less than (i) [REDACTED] percent ([REDACTED]%) from the then currently effective applicable rate, and (ii) [REDACTED] percent ([REDACTED]%) from the then currently effective applicable rate in the event Company attains the grid renewables percentage set forth in Section 5.4.2 of the ESA; (e) recognition of the potential changes in the marketplace with respect to Clean Generation as defined in the ESA; (f) [REDACTED]

[REDACTED] (g) recognition of Company's then currently effective rates and Company's forecasted rates; (h) recognition of Company's system-wide capacity position; (i) recognition of then currently existing market prices for electrical energy, capacity, and natural gas; and; (j) that any agreement that results from the Extension Negotiations is subject to approval of the Commission, including without limitation, the appropriate ratemaking treatment as may be requested by Company with respect to any discount agreed to by the Parties.

4. TERMS AND CONDITIONS

The CRR Rate will be applied to Customer's electric service at the Data Center, and be subject to the terms and conditions of the then currently applicable General TOD Tariff, the Competitive Response Rider Tariff and the General Rules and Regulations of Company in the Tariff on file with the Commission as they now exist or may hereafter be changed. Customer has reviewed the currently effective rules and regulations.



EXECUTION VERSION**5. COMPETITIVE MARKET CONDITIONS**

Customer represents and warrants that to its knowledge it has submitted truthful information to Company, which information Company may rely on in its application to the Commission for approval of this Agreement, the CRR Rate, the ESA and the other Ancillary Agreements, and that such application is subject to approval by the Commission. Company is entering into this Agreement in reliance on such representations made by the Customer.

6. CONSERVATION PLAN

Customer and Company agree to develop and implement a comprehensive energy conservation program which ensures that the Data Center operations achieve a maximum economically appropriate efficiency level.

Notwithstanding any terms of this Agreement to the contrary, the then applicable and effective Conservation Improvement Program Rider – including, without limitation, the then currently effective charges for the Conservation Improvement Plan Adjustment Factor and Conservation Cost Recovery Charge (currently at \$0.001813/kWh and \$0.003133/kWh, respectively) – and the CCRC of \$0.003133/kWh will be applied to Customer's electric usage under the ESA unless and until Customer applies for and receives from the Commission a permanent exemption from the Conservation Improvement Program as a result of Customer's energy conservation program. In the event such exemption is in effect, Customer will consequently qualify for an exemption from the obligations under this Section 6.

7. REGULATORY APPROVAL AND AUTHORITY

This Agreement is expressly conditioned upon the subsequent approval by the Commission of this Agreement and any revisions to Company's Tariff necessary to implement this Agreement, which approval will be on terms and conditions the same as those requested in the application(s) filed for such approval. For the avoidance of doubt, Company intends to seek approval of the Commission for both this Agreement and appropriate ratemaking treatment of the CRR Rate Value, in Company's sole discretion. Customer and Company will use Commercially Reasonable Efforts to secure such approval from the Commission at the earliest reasonably practicable time. In the event that the Commission does not approve this Agreement in its entirety, approve Company's requested ratemaking treatment of the CRR Rate Value, or otherwise conditions such approval in a way that is not acceptable to either Party or both Parties, in their sole discretion, then either or both Customer or Company may withdraw from this Agreement by giving to the other Party not less than three (3) days written notice stating the Party's intention to terminate this Agreement at the expiration of such three (3)-day period. In the event that a Party so terminates this Agreement, then this Agreement will be null and void as of the date of such termination and neither Party will have any further liability or obligation to the other Party under this Agreement.

This Agreement has been entered into by the Parties with the mutual intent that this Agreement will continue in full force and effect in accordance with its terms throughout the Term, subject, however, to the Commission's regulation of Company. Both Parties agree that during the Term,



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they will not petition the Commission for or otherwise seek or support provisions in any order of the Commission which would cancel, terminate, or modify the provisions of this Agreement in any way without the express written consent of the other Party, such consent to be withheld in either Party's sole discretion.

Customer agrees that it will reasonably participate in any Minnesota retail rate proceeding as necessary or as requested by Company to present evidence with regard to this Agreement, including various provisions and the rationale thereof. Participation in such rate proceedings will be at Customer's own cost and expense.

It is understood by the Parties that the approval of this Agreement by the Commission will constitute a determination that this Agreement and Company's provision of service hereunder is in the public interest, and the payments Customer will make to Company exceed the incremental cost of providing service to Customer.

Company's obligations under this Agreement are expressly subject to and conditioned on Company obtaining the explicit, non-contingent, authority from the Commission to allow the CRR Rate to be recovered through Company's rates from customers other than Customer.

[SIGNATURE PAGE FOLLOWS]



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IN WITNESS WHEREOF, the Parties have executed this Competitive Response Rider Agreement as of the date first hereinabove written.

NORTHERN STATES POWER COMPANY

By: Christopher Clark
DocuSigned by: 67A0AAB8-9588-4176-94C3-7A7526AEA808

Name: Christopher B. Clark

Title: President

HONEYCRISP POWER LLC

By: Todd Guerrero
DocuSigned by: AF0FFE44B8B1423...

Name: Todd Guerrero

Title: Authorized Signatory

[SIGNATURE PAGE TO COMPETITIVE RESPONSE RIDER AGREEMENT]



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**Attachment A
General TOD Tariff**

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Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2****GENERAL TIME OF DAY SERVICE**
RATE CODE A15, A17, A19Section No. 5
26th Revised Sheet No. 29**AVAILABILITY-MANDATORY**

Effective November 1, 2007, this rate schedule is mandatory for any non-residential customer for general service having a 15-minute measured demand equal to or greater than 1,000 kW for at least 4 of the past 12 consecutive months. Customer will remain on this rate schedule on a mandatory basis unless their demand remains below 1,000 kW for 12 consecutive months.

AVAILABILITY-OPTIONAL

This rate schedule is optional for any non-residential customer for general service where customer is not required to be on a time-of-day rate.

DETERMINATION OF CUSTOMER BILLS

Customer bills shall reflect energy charges (if applicable) based on customer's kWh usage; plus a customer charge (if applicable), plus demand charges (if applicable) based on customer's kW billing demand as defined below. Bills may be subject to a minimum charge based on the monthly customer charge and / or certain monthly or annual demand charges. Bills also include applicable riders, adjustments, surcharges, voltage discounts, and energy credits. Details regarding the specific charges applicable to this service are listed below.

RATE

Customer Charge per Month – Time Of Day Metered (A15)		\$29.64	
-- kWh Metered (A17)		\$25.64	
-- Unmetered (A19)		\$21.64	
Service at Secondary Voltage	<u>Oct-May</u>	<u>Jun-Sep</u>	
Demand Charge per Month per kW			
On Peak Period Demand	\$11.00	\$15.54	R
Off Peak Period Demand in Excess of On Peak Period Demand	\$2.35	\$2.35	
Energy Charge per kWh			
On Peak Period Energy	\$0.05098		R
Off Peak Period Energy	\$0.02458		R
Energy Charge Credit per Month per kWh			
All kWh in Excess of 400 Hours Times the On Peak Period Billing Demand, Not to Exceed 50% of Total kWh	\$0.01693		R
	<u>January - December</u>		
Voltage Discounts per Month	<u>Per kW</u>	<u>Per kWh</u>	
Primary Voltage	\$0.80	\$0.00108	R
Transmission Transformed Voltage	\$1.55	\$0.00274	R
Transmission Voltage	\$2.36	\$0.00285	R

(Continued on Sheet No. 5-30)

Date Filed:	10-01-18	By: Christopher B. Clark	Effective Date:	01-01-19
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/GR-15-826		Order Date:	06-12-17



EXECUTION VERSION

Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

GENERAL TIME OF DAY SERVICE (Continued)
RATE CODE A15, A17, A19

Section No. 5
15th Revised Sheet No. 30

In addition, customer bills under this rate are subject to the following adjustments and/or charges.

FUEL CLAUSE

Bills are subject to the adjustments provided for in the Fuel Clause Rider.

RESOURCE ADJUSTMENT

Bills are subject to the adjustments provided for in the Conservation Improvement Program Adjustment Rider, the State Energy Policy Rate Rider, the Renewable Development Fund Rider, the Transmission Cost Recovery Rider, the Renewable Energy Standard Rider and the Mercury Cost Recovery Rider.

ENVIRONMENTAL IMPROVEMENT RIDER

Bills are subject to the adjustments provided for in the Environmental Improvement Rider.

SURCHARGE

In certain communities, bills are subject to surcharges provided for in a Surcharge Rider.

LOW INCOME ENERGY DISCOUNT RIDER

Bills are subject to the adjustment provided for in the Low Income Energy Discount Rider.

The following are terms and conditions for service under this tariff.

LATE PAYMENT CHARGE

Any unpaid balance over \$10.00 is subject to a 1.5% late payment charge or \$1.00, whichever is greater, after the date due. The charge may be assessed as provided for in the General Rules and Regulations, Section 3.5.

DEFINITION OF PEAK PERIODS

The on peak period is defined as those hours between 9:00 a.m. and 9:00 p.m., Monday through Friday, except the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When a designated holiday occurs on Saturday, the preceding Friday will be designated a holiday. When a designated holiday occurs on Sunday, the following Monday will be designated a holiday. The off peak period is defined as all other hours. Definition of on peak and off peak period is subject to change with change in Company's system operating characteristics.

(Continued on Sheet No. 5-31)

Date Filed:	11-02-15	By: Christopher B. Clark	Effective Date:	10-01-17
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/GR-15-826		Order Date:	06-12-17



EXECUTION VERSION

Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

GENERAL TIME OF DAY SERVICE (Continued)
RATE CODE A15, A17, A19

Section No. 5
8th Revised Sheet No. 31

DETERMINATION OF ON PEAK PERIOD DEMAND

The actual on peak period demand in kW shall be the greatest 15-minute load for the on peak period during the month for which the bill is rendered. The adjusted demand in kW for billing purposes shall be determined by dividing the actual on peak demand by the power factor expressed in percent but not more than 90%, multiplying the quotient so obtained by 90%, and rounding to the nearest whole kW. In no month shall the on peak period demand to be billed be considered as less than the current month's adjusted on peak period demand in kW, or 50% of the greatest monthly adjusted on peak period demand in kW during the preceding 11 months. In no month shall the on peak billing demand be greater than the value in kW determined by dividing the kWh sales for the billing month by 100 hours per month.

The greatest monthly adjusted on peak period demand in kW during the preceding 11 months shall not include the additional demand which may result from customer's use of standby capacity contracted for under the Standby Service Rider.

DETERMINATION OF OFF PEAK PERIOD DEMAND IN EXCESS OF ON PEAK PERIOD DEMAND

The actual off peak period demand in kilowatts shall be the greatest 15-minute load for the off peak period during the month for which the bill is rendered rounded to the nearest whole kW. In no month shall the off peak period demand for billing purposes be considered as less than the current month's actual off peak period demand in kW, or 50% of the greatest monthly actual off peak period demand in kW during the preceding 11 months.

The greatest monthly adjusted off peak period demand in kW during the preceding 11 months shall not include the additional demand which may result from customer's use of standby capacity contracted for under the Standby Service Rider.

The off peak period demand in excess of on peak period demand in kW to be billed shall be determined by subtracting the billing on peak period demand from the actual off peak period demand as defined above only the off peak period demand is greater.

POWER FACTOR

For three phase customers with services above 200 amperes, or above 480 volts, the power factor for the month shall be determined by permanently installed metering equipment. For all single phase customers and three phase customers with services 200 amperes or less, a power factor of 90% will be assumed.

(Continued on Sheet No. 5-32)

Date Filed:	11-02-15	By: Christopher B. Clark	Effective Date:	10-01-17
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/GR-15-826		Order Date:	08-12-17



EXECUTION VERSION

Northern States Power Company, a Minnesota corporation
 Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

GENERAL TIME OF DAY SERVICE (Continued)
RATE CODE A15, A17, A19

Section No. 5
 6th Revised Sheet No. 32

COMPETITIVE SERVICE

Competitive Service is available under this schedule subject to the provisions contained in the Competitive Response Rider.

STANDBY SERVICE

Standby Service is available under this schedule subject to the provisions contained in the Standby Service Rider.

MINIMUM DEMAND TO BE BILLED

The monthly minimum on peak period billing demand shall not be less than provided above.

SPLIT SERVICE

When approved by Company, customer's service may be split between General Service and General Time of Day Service rates. Only Company approved storage space cooling and storage space heating equipment qualifies for the General Time of Day Service portion of a split service installation. The thermal storage equipment shall be permanently wired, separately served and metered, and at no time connected to the general service portion of the split service installation. Each portion of customer's split service installation will be considered separately for all other rate application purposes.

OPTIONAL TRIAL SERVICE

Customers may elect time of day service for a trial period of three months. If a customer chooses to return to non-time of day service after the trial period, the customer will pay a charge of \$35.00 for removal of time of day metering equipment.

TERMS AND CONDITIONS OF SERVICE

1. Alternating current service is provided at the following nominal voltages:
 - a. Secondary Voltage: Single or three phase from 208 volts up to but not including 2,400 volts,
 - b. Primary Voltage: Three phase from 2,400 volts up to but not including 69,000 volts,
 - c. Transmission Transformed Voltage: Three phase from 2,400 volts up to but not including 69,000 volts; where service is provided at the Company's disconnecting means of a distribution substation transformer, or
 - d. Transmission Voltage: Three phase at 69,000 volts or higher.

Service voltage available in any given case is dependent upon voltage and capacity of Company lines in vicinity of customer's premises.

(Continued on Sheet No. 5-32.1)

Date Filed:	11-02-15	By: Christopher B. Clark	Effective Date:	10-01-17
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/GR-15-826		Order Date:	08-12-17



EXECUTION VERSION

Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

GENERAL TIME OF DAY SERVICE (Continued)
RATE CODE A15, A17, A19

Section No. 5
5th Revised Sheet No. 32.1

TERMS AND CONDITIONS OF SERVICE (Continued)

2. Transmission Transformer Service is available only to customers served by an exclusively dedicated distribution feeder. Customer will be responsible for the cost of all facilities necessary to interconnect at the Company's disconnecting means of a distribution substation transformer.
3. Transmission Service is available at transmission voltage, subject to the terms and conditions contained in the Company's General Rules and Regulations, Section 5.1(B).
4. Customer selecting the above time of day rate schedule will remain on this rate for a period of not less than 12 months.
5. If a customer has a billing demand of less than 25 kW for 12 consecutive months, the customer will be given the option of returning to the Small General Time of Day Service schedule.
6. Optional Metering Service: Optional metering is available subject to the provisions in the General Rules and Regulations, Section 1.5, for the following applications:
 - a. Kilowatt-hour Metered Service: For applications where a non-time of day meter is used, the time of day metering charge will be waived and the applicable lower monthly Customer Charge shall apply.
 - b. Unmetered Service: This rate is for applications where no metering is installed and the applicable lower monthly Customer Charge shall apply. If requested by Company, the customer agrees to receive one or more combined bills for all their unmetered service locations. For purposes of applying the appropriate customer service charge, one customer service charge shall be applied for every point of delivery. A point of delivery shall be any location where a meter would otherwise be required under this schedule.

Date Filed: 11-02-15

By: Christopher B. Clark

Effective Date: 10-01-17

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/GR-15-826

Order Date: 06-12-17



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**Attachment B
Sample CRR Rate Calculation**

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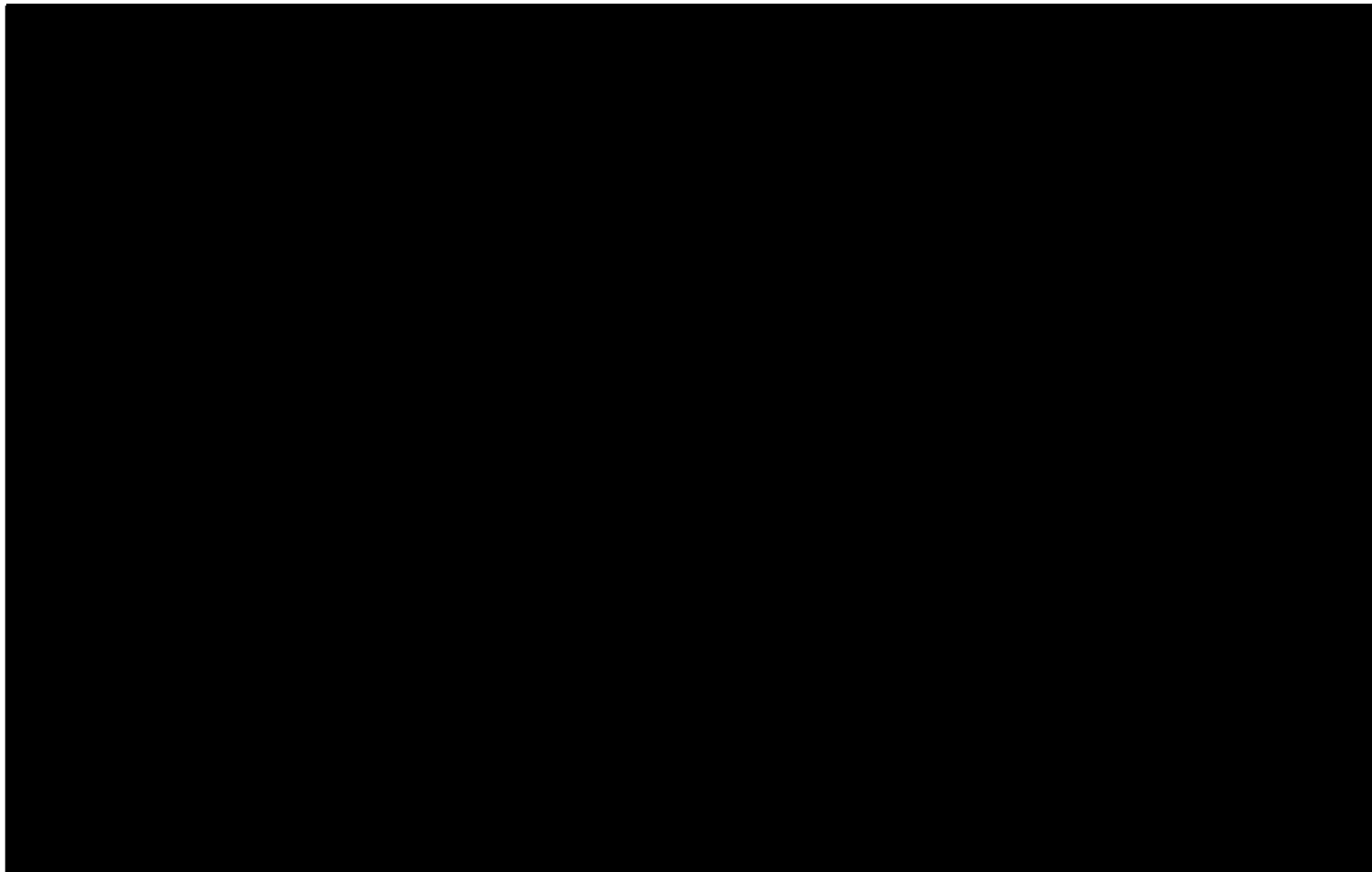
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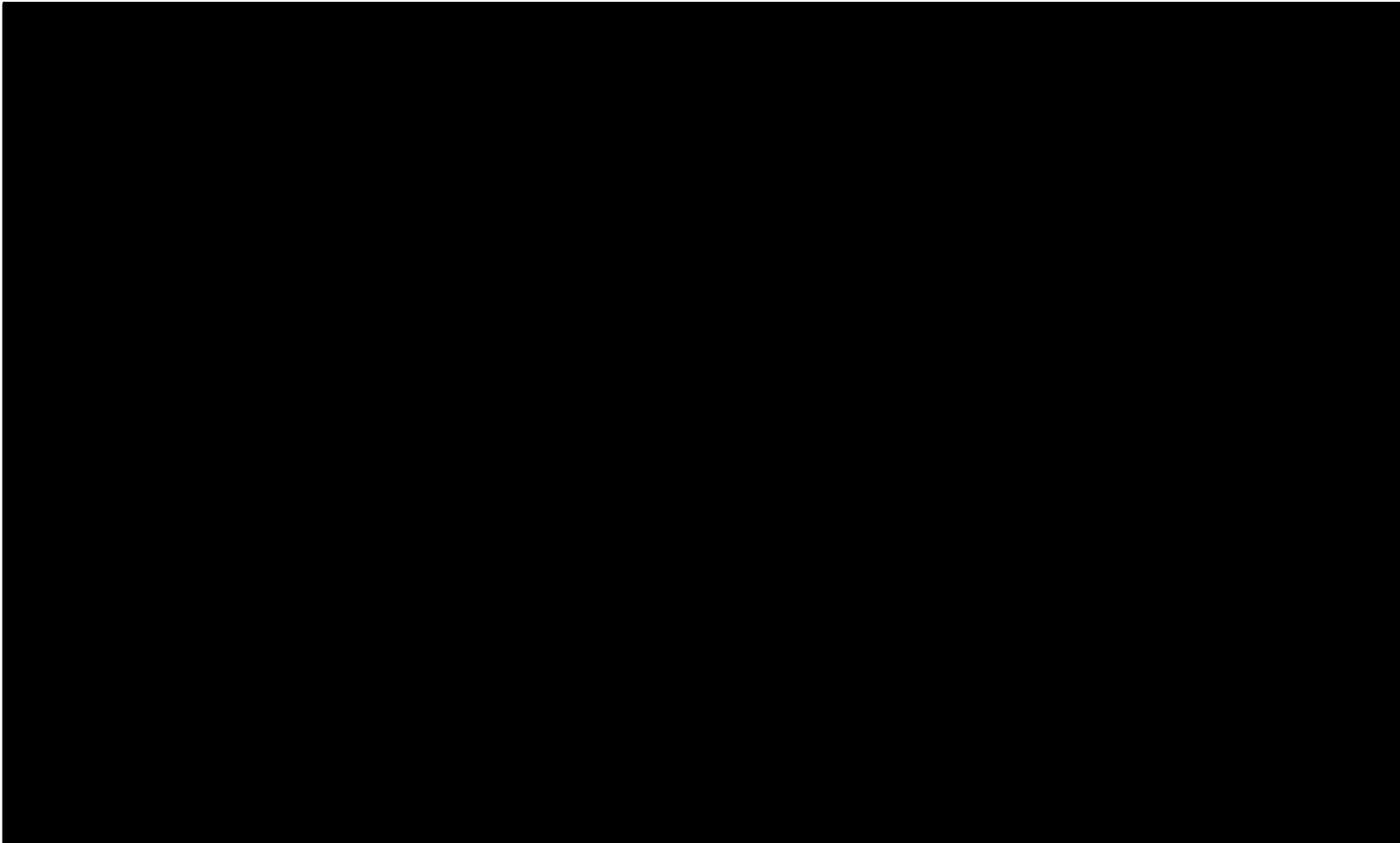


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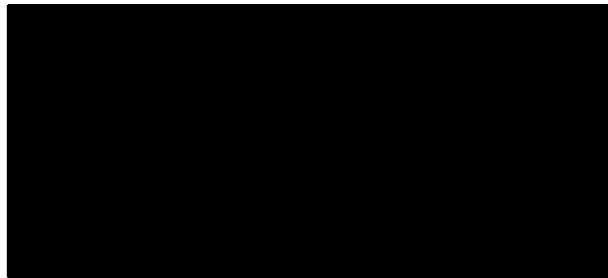
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Docket No. E002/M-19-____
Petition - Attachment G
Page 19 of 19

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EXECUTION VERSION



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EXECUTION VERSION

**AMENDMENT NO. 1
TO THE
COMPETITIVE RESPONSE RIDER AGREEMENT
between
NORTHERN STATES POWER COMPANY
and
HONEYCRISP POWER LLC**

THIS AMENDMENT NO. 1, dated as of the 9th day of January, 2019 ("Amendment"), amends the Competitive Response Rider Agreement by and between the NORTHERN STATES POWER COMPANY ("Company") and HONEYCRISP POWER LLC ("Customer") dated as of December 21, 2018 ("Agreement").

WITNESSETH:

WHEREAS, Company and Customer agree to amend the Agreement to the limited extent as set forth in this Amendment to correct a scrivener error.

NOW, THEREFORE, in consideration of the premises, the mutual promises and Agreements contained herein and in the Agreement and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties each intending to be legally bound hereby agree as follows:

A. Amendment to Agreement.

The Parties hereby agree to amend the Agreement as follows:

1. The third Recital of the Agreement is hereby deleted in its entirety and replaced with the following:

WHEREAS, in 2018, Customer made the decision depending on the electric supply conditions described herein to invest at least six hundred million dollars (\$600,000,000) in the Data Center; and

B. Other Provisions.

1. Unless otherwise specifically provided in this Amendment, capitalized terms in this Amendment shall have the meaning assigned to such terms in the Agreement.

2. This Amendment has been duly authorized, executed and delivered by each Party.

3. Except as amended hereby, the terms and conditions of the Agreement shall remain in full force and effect. Each reference in the Agreement to the Agreement shall be a referenced to the Agreement as amended hereby.

4. This Amendment may be executed by facsimile or PDF (electronic copy) and in



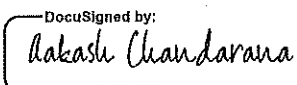
EXECUTION VERSION

multiple counterparts, all of which taken together shall have the same force and effect as one and the same original instrument.

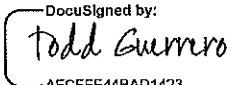
5. This Amendment shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation or other event of negotiation, drafting or execution hereof.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment as of the date first written above.

**NORTHERN STATES POWER
COMPANY**, a Minnesota Corporation

By: 
Its: VP of Rates and Regulatory Affairs

HONEYCRISP POWER LLC,
a Delaware limited liability company

By: 
Its: Authorized Signatory



Redline

MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2

COMPETITIVE RESPONSE RIDER

Section No. 5
~~5th~~6th Revised Sheet No. 122

AVAILABILITY

Available at Company's discretion to demand-metered commercial and industrial customers that are subject to effective competition.

Effective competition exists if a customer is located in Company's service territory and has the ability to obtain its energy requirements from an energy supplier not rate regulated by the Minnesota Public Utilities Commission-
("Alternate Supplier") for:

1. Existing customers with a minimum load of 2 MW that are located in Company's service territory and subject to effective competition by having the ability to obtain its energy requirements from an Alternate Supplier, or
2. New customers with a minimum initial load of 10 MW with the ability to increase total load to 75 MW within five years that are subject to effective competition by having the ability to locate a new facility outside Company's service territory with energy requirements provided by an Alternate Supplier.

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RATE

Standard service rates and provisions, including controllable service provisions, apply except the level of the demand charges, energy charges, or both may be reduced for each customer as described below.

TERMS AND CONDITIONS OF SERVICE

1. Customer must provide Company with information that documents that service to the customer is subject to effective competition. The Company will treat information provided by the customer to the Company concerning load ~~levels and/or~~ effective competition that meets the definition of trade secret information under the Minnesota Government Data Practices Act ("Act") as trade secret information and, if provided to the Commission or other state agency, will request that the Commission or any other state agency treat the information as trade secret under the Act.-
2. Minimum load served under this Rider is 2 MW for existing customers and 10 MW for new customers. Any rate offered under this Rider shall not be available for any month in which the load served under this Rider falls below the required minimum load level~~2 MW~~.
3. Customer must execute an Electric Service Agreement with Company, or amend its existing Electric Service Agreement with the Company, to include:
 - a. The rate under this Rider, which:
 - i) must recover at least the incremental cost of providing service, including the cost of incremental capacity that is to be added while the rate is in effect and any applicable on peak or off peak differential;
 - ii) must not exceed the difference between the standard tariff and the cost to the customer of the lowest cost competitive energy supply; and
 - iii) includes an annual minimum charge to fully recover distribution costs.

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(Continued on Sheet No. 5-123)

Date Filed:	44-02-4501-10-19	By: Christopher B. Clark	Effective Date:	10-01-17
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/ GR-15-826M-19-		Order Date:	06-12-17

MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2

COMPETITIVE RESPONSE RIDER (Continued)

Section No. 5

~~6th~~7th Revised Sheet No. 123

TERMS AND CONDITIONS OF SERVICE

3. Customer must execute an Electric Service Agreement with Company, or amend its existing Electric (Continued)
 - b. The term of service under this Rider, which must be no less than one year and no longer than seven years for existing customers and ten years for new customers, beginning on the date the customer begins taking service under this ~~R~~Ider,
 - c. The size of the load served under this Rider,
 - d. Verification that customer has been fully informed of the availability of energy audits. If no energy audit is performed for customer, an explanation of why an energy audit was not necessary will be included.
 - e. Establishing the effective date of the rate, which must be at least 60 days after the date upon which the Company files its petition for Commission approval of the Electric Service Agreement,
 - f. If the Customer requests that the rate be implemented on an interim rate basis, a statement that the rate will be treated as an interim rate as of the effective date and until Commission approval, modification or disapproval is received. If a modified rate is approved and accepted by the customer and Company, or if the rate is disapproved, the Company will recover the difference between the interim rate and the approved rate (modified or base) from the customer, and
 - g. Requirements for a bond or other security acceptable to the Company to provide full recovery of any portion of any interim rate discount disallowed by the Commission.
4. For existing customers receiving a discount, the Company, within a general rate case, is allowed to seek recovery of the difference between the applicable commercial and industrial tariff and this Rider times the usage level during the test year period.
5. A rate under this Rider shall meet the conditions of Minnesota Statutes, Section 216B.03, Reasonable Rate, for other customers in this same customer class.
6. Unless the Commission determines that it would be in the public interest, a rate under this Rider shall not compete with district heating or cooling provided by a district heating utility defined by Minnesota Statutes, Section 216B.166, Subdivision 2, Paragraph (c).
7. A rate offered under this Rider may not be offered to a customer in which the Company has a financial interest greater than 50%.

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(Continued on Sheet No. 5-124)

Date Filed: ~~11-02-15~~01-10-19

By: Christopher B. Clark

Effective Date: ~~10-01-17~~

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/~~GR-15-826M-19-~~

Order Date: ~~06-12-17~~

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MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2

COMPETITIVE RESPONSE RIDER

Section No. 5
6th Revised Sheet No. 122

AVAILABILITY

Available at Company's discretion to demand-metered commercial and industrial customers that are subject to effective competition.

Effective competition exists if a customer is located in Company's service territory and has the ability to obtain its energy requirements from an energy supplier not rate regulated by the Minnesota Public Utilities Commission ("Alternate Supplier") for:

1. Existing customers with a minimum load of 2 MW that are located in Company's service territory and subject to effective competition by having the ability to obtain its energy requirements from an Alternate Supplier, or
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2. Minimum load served under this Rider is 2 MW for existing customers and 10 MW for new customers. Any rate offered under this Rider shall not be available for any month in which the load served under this Rider falls below the required minimum load level.
3. Customer must execute an Electric Service Agreement with Company, or amend its existing Electric Service Agreement with the Company, to include:
 - a. The rate under this Rider, which:
 - i) must recover at least the incremental cost of providing service, including the cost of incremental capacity that is to be added while the rate is in effect and any applicable on peak or off peak differential;
 - ii) must not exceed the difference between the standard tariff and the cost to the customer of the lowest cost competitive energy supply; and
 - iii) includes an annual minimum charge to fully recover distribution costs.

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(Continued on Sheet No. 5-123)

Date Filed: 01-10-19

By: Christopher B. Clark

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-19-

Order Date:

COMPETITIVE RESPONSE RIDER (Continued)

Section No. 5
7th Revised Sheet No. 123

TERMS AND CONDITIONS OF SERVICE

3. Customer must execute an Electric Service Agreement with Company, or amend its existing Electric (Continued)
 - b. The term of service under this Rider, which must be no less than one year and no longer than seven years for existing customers and ten years for new customers, beginning on the date the customer begins taking service under this Rider,
 - c. The size of the load served under this Rider,
 - d. Verification that customer has been fully informed of the availability of energy audits. If no energy audit is performed for customer, an explanation of why an energy audit was not necessary will be included.
 - e. Establishing the effective date of the rate, which must be at least 60 days after the date upon which the Company files its petition for Commission approval of the Electric Service Agreement,
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 - g. Requirements for a bond or other security acceptable to the Company to provide full recovery of any portion of any interim rate discount disallowed by the Commission.
4. For existing customers receiving a discount, the Company, within a general rate case, is allowed to seek recovery of the difference between the applicable commercial and industrial tariff and this Rider times the usage level during the test year period.
5. A rate under this Rider shall meet the conditions of Minnesota Statutes, Section 216B.03, Reasonable Rate, for other customers in this same customer class.
6. Unless the Commission determines that it would be in the public interest, a rate under this Rider shall not compete with district heating or cooling provided by a district heating utility defined by Minnesota Statutes, Section 216B.166, Subdivision 2, Paragraph (c).
7. A rate offered under this Rider may not be offered to a customer in which the Company has a financial interest greater than 50%.

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(Continued on Sheet No. 5-124)

Date Filed: 01-10-19

By: Christopher B. Clark
President, Northern States Power Company, a Minnesota corporation

Effective Date:

Docket No. E002/M-19-

Order Date:

Google LLC
1600 Amphitheatre Parkway
Mountain View, CA 94043650 253-0000 main
Google.com

January 9, 2019

VIA EMAIL AND U.S. MAIL

Mr. Aakash Chandrana
Regional Vice President - North
Northern States Power Company, doing business as Xcel Energy
401 Nicollet Mall – 7th Floor
Minneapolis, Minnesota 55401

RE: IN THE MATTER OF THE PETITION OF NORTHERN STATES POWER
COMPANY FOR APPROVAL OF CONTRACTS FOR PROVISION OF ELECTRIC
SERVICE TO GOOGLE'S MINNESOTA DATA CENTER PROJECT

DOCKET NO. E0002/M-19-____

Dear Mr. Chandarana:

Google LLC (Google), on behalf of its affiliate Honeycrisp LLC, is pleased to submit this letter in support of Northern States Power Company's (Xcel Energy) petition to the Minnesota Public Utilities Commission (Commission) for approval of certain contracts between these two companies for electric service to Google's proposed data center in Becker, Minnesota.

Google's proposed data center presents an exciting potential opportunity for new economic development on property adjacent to Xcel Energy's Sherco coal plant. Importantly, we are pleased that the data center will help ease the impact of the upcoming retirement of Sherco Units 1 and 2 by introducing a new technology-based industry to this region. Such a data center would also take advantage of the large skilled labor pool in the area. We hope this potential project can provide economic development opportunities for the area as well. If the project moves forward, the project would generate at least \$600 million in initial capital investment. In addition, it is our understanding that the Minnesota Department of Employment and Economic Development (DEED) found that the initial construction of our Becker data center would create nearly 2,000 jobs in Sherburne County. Finally, once in operation, the



Mr. Aakash Chandarana
January 9, 2019
Page 2

data center would provide full-time job opportunities for a minimum of 50 persons in the technology sector.

If constructed, the Becker data center will be Google's first data center in Minnesota. One of the primary considerations in Google's site selection is its ability to negotiate a suitable rate for electric service for the data center, as electric energy costs represent one of the largest operating costs of an operational data center. As part of its ongoing due diligence, Google continually examines electric service rates offered to commercial and industrial customers throughout the country, including any negotiated or special economic development rates, and rates and tariffs that specifically apply to proposed data centers now being offered by many utilities.

[NON-PUBLIC HIGHLY CONFIDENTIAL/SENSITIVE TRADE SECRET INFORMATION BEGINS]

NON-PUBLIC HIGHLY CONFIDENTIAL/SENSITIVE TRADE SECRET INFORMATION ENDS]

Google proposes to invest at the site and create new economic opportunities for Becker, Sherburne County, and indeed, as the DEED study shows, the entire state. We very much appreciate the Commission's review and analysis of the electric service agreements that support this proposal.

Google is providing this letter to Xcel Energy to demonstrate the effective competition faced by Google necessary to qualify for the Competitive Response Rider rates available under Xcel Energy's tariff, as we understand that regulatory requirement. As such, this information is intended to be trade secret information as provided under applicable law. Further, Google submits that the information marked as Non-Public Highly Sensitive/Confidential Trade Secret Information in this letter is sufficiently sensitive so as to be not be made available to parties other than government entities, consistent with Commission practice. Google respectfully requests that should Xcel Energy file this letter with the Minnesota Public Utilities Commission – or in any other



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Mr. Aakash Chandarana

January 9, 2019

Page 3

public forum – that it does so consistent with Google’s markings herein and its intent to keep the information from being made available to the public generally.

GOOGLE LLC

DocuSigned by:
BY: Neha Palmer
2550FE588BF1470...

NAME: NEHA PALMER

TITLE: AUTHORIZED SIGNATORY



EXECUTION VERSION

Interconnection Agreement for Retail Electric Service at Transmission Voltage

Between

Northern States Power Company, a Minnesota corporation,

and

Honeycrisp Power LLC

Dated as of December 21, 2018



EXECUTION VERSION

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Appendix C	Template for Notice to Construct
Appendix D	Addresses For Notices
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EXECUTION VERSION

This INTERCONNECTION AGREEMENT FOR RETAIL ELECTRIC SERVICE AT TRANSMISSION VOLTAGE (this "Interconnection Agreement") is dated as of this 21st day of December, 2018, between Honeycrisp Power LLC, a Delaware limited liability company ("Customer"), and Northern States Power Company, a Minnesota corporation ("Company"). For purposes of this Interconnection Agreement, "Party" will mean Customer or Company, and "Parties" will mean Customer and Company.

RECITALS

WHEREAS, Company is, *inter alia*, a public utility under Minnesota law engaged in the business of generating, transmitting, distributing, and selling electric power and energy and related services in the State of Minnesota; and

WHEREAS, Customer proposes to own and operate a data center located at Becker, Minnesota (the "Data Center"); and

WHEREAS, Customer and Company are parties to that certain Retail Electric Service Agreement ("ESA") dated as of December 21, 2018, by which Company will provide Customer retail electric service to the Data Center; and

WHEREAS, pursuant to the ESA, Customer will take retail electric service from Company at transmission voltage (approximately 115 kilovolts ("kV")) consistent with the ESA, the Tariff (as hereinafter defined), and the Ancillary Agreements (as hereinafter defined); and

WHEREAS, the anticipated retail electric service at transmission voltage from Company to Customer requires that Customer and Company design, engineer, procure, permit, construct, own, operate, and maintain facilities to allow Customer to interconnect to the Company System (as hereinafter defined); and

WHEREAS, Customer and Company intend that Company need not commence to develop, permit, or construct any of the Company Facilities (as hereinafter defined) until such time as Company receives a Notice to Construct (as hereinafter defined) from Customer; and

WHEREAS, Customer's Notice to Construct will identify which of the Company Facilities that Customer is requesting be constructed, and the requested in-service date of the Company Facilities identified; and

WHEREAS, following the issuance of a Notice to Construct, Customer intends that the Data Center will have initial peak annual load of at least [REDACTED] megawatts ("MW") and load factor of approximately [REDACTED] percent [REDACTED]; and

WHEREAS, Customer requires the option to expand the Data Center in certain increments of load up to a maximum of [REDACTED] MW of load; and

WHEREAS, the Parties desire to execute this Interconnection Agreement to provide the terms and conditions for the interconnection of the Customer Facilities (as hereinafter defined) with the Company System and to define the continuing rights, responsibilities, and obligations of the



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Parties with respect to the use of certain of their own and the other Party's property, assets, and facilities; and

WHEREAS, the Parties desire to avail themselves of mutual benefits of coordinating the development and operations of their respective systems with respect to the Customer Facilities and the Company Facilities.

NOW THEREFORE, the Parties agree as follows:

Article I. DEFINITIONS

Section 1.01 Rules of Construction.

Capitalized terms used in this Interconnection Agreement will have the meanings set forth in this Article I, whether in the singular or the plural or in the present or past tense. Other terms used in this Interconnection Agreement but not so defined will have meanings as commonly used in the English language and, where applicable, in Good Utility Practice. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings.

Section 1.02 Good Faith and Fair Dealing.

The Parties will act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Interconnection Agreement. Unless expressly provided otherwise in this Interconnection Agreement, (a) where the consent, approval, or similar action is required by a Party, such consent or approval will not be unreasonably withheld, conditioned, or delayed; and (b) wherever a Party has the right to determine, require, specify, or take similar action with respect to a matter, such determination, requirement, specification, or similar action will be reasonable.

Section 1.03 General Provisions.

- (a) In the event Customer enters into any agreements with Company or an Affiliate of Company in addition to this Interconnection Agreement, the Parties acknowledge and agree that such agreements will be deemed to be separate and free-standing contracts that do not alter the terms of this Interconnection Agreement except to the extent specified therein, nor will the terms of this Interconnection Agreement be deemed to alter the terms of any other contract between Company or Affiliate of Company and Customer, including, without limitation the ESA. Notwithstanding the foregoing, this Interconnection Agreement is intended to be read in concert with the ESA and to the extent there are any conflicts between this Interconnection Agreement and the ESA, the ESA will control.
- (b) This Interconnection Agreement will not be construed to create any rights between Customer and Company for any purpose other than interconnection of the facilities described herein. Specifically, this Interconnection Agreement does



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not provide Customer with electric service, FERC jurisdictional interconnection service, or any other rights or service except as expressly identified herein.

- (c) This Interconnection Agreement will apply to interconnections of load located on Customer's side of the Point(s) of Interconnection to the Company System. This Interconnection Agreement will not apply to interconnections that support the transmission of electricity across the Company System.
- (d) Except to the extent precluded by an Emergency, Force Majeure, Forced Outage, or compliance with Applicable Law (including for the avoidance of doubt those necessary to comply with Reliability Standards), Company will reasonably consult with Customer, and as appropriate negotiate an amendment to this Interconnection Agreement, whenever (i) Company requires Customer to add, modify, or improve its facilities that are the subject of this Interconnection Agreement; or (ii) Company requires Customer to change its operating standards or practices, or operation of facilities that are the subject of this Interconnection Agreement. The requirements set forth in clauses (i) and (ii) in the preceding sentence will be applied on a comparable, just and reasonable, and non-discriminatory basis in accordance with Good Utility Practice, as applicable.
- (e) This Interconnection Agreement provides no rights to Customer with respect to any back-up generation located at the premises used to support the Data Center. Under no circumstance whatsoever, including without limitation during an Emergency (except as may be necessary to prevent damage to the Company Facilities and the Company System), will Customer's back-up generation at the Data Center be allowed to feed any energy over the Point(s) of Interconnection onto the Company System. Notwithstanding the foregoing, Customer may operate its back-up generation in parallel with the Company System for no longer than [REDACTED] minutes; provided, however, that Customer complies with Company's Interconnection Guidelines for Transmission Interconnected Producer Owned Generation Greater than 20 MW and Interconnection Guidelines for Transmission Interconnected Producer Owned Generation Less than 20 MW, as may be amended from time to time, as applicable.

Section 1.04 Definitions.

"Affiliate" means with respect to a corporation, partnership, or other entity, each such other corporation, partnership, or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership, or other entity.

"Ancillary Agreements" means the ESA and CRRRA.

"Applicable Law" means all duly promulgated applicable federal, state, and local laws, statutes, treaties, codes, ordinances, regulations, rules, certificates, decrees, judgments, directives, or judicial or administrative orders, permits, and other duly authorized actions of any Governmental Authority having jurisdiction over a Party or the Parties, as applicable, their respective facilities and/or the respective services they provide.



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"Balancing Area" means an electric power system or combination of electric power systems bounded by interconnection metering and telemetering to which a common generation control scheme is applied in order to: (a) match the power output of generation resources within the electric power system(s) and energy delivered from or to entities outside the electric power system(s), with the load within the electric power system(s); (b) maintain scheduled interchange with other Balancing Areas, within the limits of Good Utility Practice; and (c) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice and the criteria of the NERC and the MRO.

"Balancing Area Operator" means the entity with responsibility for operating and controlling generation and loads affecting the Company System. The Balancing Area Operator for the Company System is the MISO, or its successor.

"Business Day" means any Day that is not a Saturday, a Sunday, or a federal holiday.

"Commercial Operation" means Customer has demonstrated that the Data Center is physically capable of receiving retail electric service consistent with Good Utility Practice.

"Commercial Operation Date" means the date on which the Data Center reaches Commercial Operation.

"Commercially Reasonable" or "Commercially Reasonable Efforts" means, with respect to any action to be taken or attempted by a Party under this Interconnection Agreement, the level of effort in light of the facts known to such Party at the time a decision is made that: (a) can reasonably be expected to accomplish the desired action at a reasonable cost; (b) is consistent with Good Utility Practices; and (c) takes into consideration the amount of advance notice required to take such action, the duration and type of action, and the competitive environment in which such action occurs.

"Company" has the meaning set forth in the introductory paragraph of this Interconnection Agreement.

"Company Facilities" means the transmission voltage equipment, apparatus, and devices owned by Company for purposes of providing retail electric service at transmission voltage and for interconnection to the Customer Facilities, including but not limited to switching stations, circuits, circuit breakers, bus work, land easements, relays, communications circuits, and associated equipment and any replacement or additional equipment that Customer may install due to equipment failure or to meet changed industry standards and all related instrument transformers, substation, and physical structures, all transmission facilities required to access the Point(s) of Interconnection, and Company's metering, relays, electric energy collection network, and generation control equipment. The Company Facilities are identified and described in Appendix A and its sub-appendices.

"Company System" means: (1) Company's transmission system, as subject to the jurisdiction of FERC; (2) Company's distribution system, as subject to the jurisdiction of



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the MPUC; and (3) all facilities owned by Company in the vicinity of the Sherco Generating Station, including without limitation the Sherco Generating Station. For the avoidance of doubt, the Company System will include the Company Facilities.

"Confidential Information" has the meaning set forth in Section 17.02.

"CRRA" means that certain Competitive Response Rider Agreement entered into by the Parties on a date even to the effective date of the ESA.

"Customer" has the meaning set forth in the introductory paragraph of this Interconnection Agreement.

"Customer Facilities" means the equipment, apparatus, and devices owned by Customer for purposes of interconnecting to the Company Facilities, including but not limited to substation, circuits, circuit breakers, bus work, land easements, relays, communications circuits, and associated equipment and any replacement or additional equipment that Customer may install due to equipment failure or to meet changed industry standards and all related instrument transformers, substation and physical structures, all transmission facilities required to access the Point(s) of Interconnection, and Customer's metering, relays, electric energy collection network, and generation control equipment. The Customer Facilities are identified and described in Appendix B.

"Data Center" has the meaning set forth in the recitals.

"Day" means a calendar day.

"Early Termination Fee" means the Net Book Value of the cost of the Company Facilities as of the date this Interconnection Agreement is terminated.

"Effective Date" has the meaning set forth in Section 3.01.

"Electric Service Agreement" or "ESA" means that certain Retail Electric Service Agreement dated as of a date even herewith by and between the Parties for the provision of retail electric service by Company to Customer for the Data Center.

"Emergency" means a condition or situation that in the reasonable good faith determination of the affected Party based on Good Utility Practice contributes to an existing or imminent physical threat of danger to life or a significant threat to health, property, or the environment.

"FERC" means the Federal Energy Regulatory Commission, or any successor entity.

"Force Majeure" means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, order, regulation, or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. Force Majeure also includes the failure of one or both Parties, despite Commercially Reasonable Efforts in accordance with Good Utility Practice, to obtain the Regulatory



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Approvals and Permits for the Company Facilities and/or the Customer Facilities, as applicable. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party, but may include such an act of a third person if such act causes or results in a circumstance that otherwise qualifies. Neither Company nor Customer will be considered in default as to any obligation under this Interconnection Agreement if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this Interconnection Agreement is hindered by an event of Force Majeure will make all Commercially Reasonable Efforts to perform its obligations under this Interconnection Agreement.

"Forced Outage" means: (a) in the case of Customer, taking Customer's system, in whole or in part, out of service by reason of an Emergency or Network Security condition, unanticipated failure, or other cause beyond the reasonable control of Customer, when such removal from service was not scheduled in accordance with Section 5.02; and (b) in the case of Company, taking the Company System, in whole or in part, out of service by reason of an Emergency or Network Security condition, unanticipated failure, or other cause beyond the reasonable control of Company, when such removal from service was not scheduled in accordance with Section 5.02.

"Good Utility Practice" means any of the practices, methods, standards, and acts engaged in or approved by a significant portion of the applicable segment of the electric utility industry during the relevant time period, or any of the practices, methods, standards, and acts which, in the exercise of Commercially Reasonable judgment, in light of the facts known (or reasonably should have been known) at the time the decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with Applicable Law, Permits, codes, standards, equipment manufacturer's recommendations, good business practices, reliability, safety, environmental protection, economy, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to those practices, methods, standards, and acts generally acceptable or approved in the region, including those practices required by Federal Power Act Section 215(a)(4).

"Governmental Authority" means any federal, state, local, or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other Governmental Authority having jurisdiction over the Parties, their respective facilities, or the respective services that they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Customer, Company, or any Affiliate thereof.

"Guarantor" means (a) where an Affiliate of Customer is providing a guaranty under this Interconnection Agreement, meets each of the following requirements: (i) organized under the Applicable Laws of the United States of America or any State thereof; (ii) capital and surplus of at least [REDACTED] and (iii) a credit rating from one (1) of the following three (3) rating agencies: of at least [REDACTED] by S&P, [REDACTED] by Moody's, or [REDACTED] by Fitch; and (b) where a third party is providing a guaranty under this Interconnection Agreement, meets each of the following requirements:



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(i) organized under the Applicable Laws of the United States of America or any State thereof; (ii) capital and surplus of [REDACTED] and (iii) a credit rating from [REDACTED] of the following three (3) rating agencies: of at least [REDACTED] by S&P [REDACTED] by Moody's, or [REDACTED] by Fitch.

"Indemnified Party" has the meaning set forth in Section 13.02.

"Indemnifying Party" has the meaning set forth in Section 13.02.

"Initial Period" has the meaning set forth in Section 3.01.

"Interconnection Guidelines" means *Xcel Energy's Interconnection Guidelines For Transmission Interconnected Customer Loads*, as they may be revised from time to time by Company and posted on Company's website (www.xcelenergy.com), the provisions of which will apply to the Parties as set forth in this Interconnection Agreement.

"Interconnection Service" means the service Company will provide to Customer to interconnect the Customer Facilities to the Company Facilities (such facilities being described more fully in Appendix A and its sub-appendices and Appendix B) for the provision of retail electric service at transmission voltage, and the ongoing operations and maintenance of such facilities.

"kV" has the meaning set forth in the recitals.

"LBA" means the entity with responsibility for operating and controlling local generation and loads affecting the Company System, subject to the authority of the Balancing Area Operator.

"Metering Device(s)" means all meters, current and potential transformers, and data processing equipment used to measure, record, or transmit data relating to the electric power and energy output from, or input to, Customer, as identified in Appendix A and its sub-appendices. The Metering Point will be separately identified from the Point(s) of Interconnection.

"MISO" means the Midwest Independent System Operator, Inc., a non-profit, nonstock, Delaware corporation, or any successor entity.

"MPUC" means the Minnesota Public Utilities Commission, the regulatory agency having jurisdiction over the retail electric and gas service of Company in the State of Minnesota (including, without limitation, the retail electric service covered by this Interconnection Agreement; electric transmission infrastructure over 100 kV and 1500 feet in length; and natural gas infrastructure), or any successor entity.

"MRO" means the Midwest Reliability Organization, Inc., a NERC regional electric reliability council, or any successor entity.

"MW" has the meaning set forth in the recitals.



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"NERC" means the North American Electric Reliability Corporation, or any successor entity.

"Net Book Value" means Company's original cost of the Company's Facilities, depreciated, as reflected on Company's books and records as of a date certain.

"Network Security" means the ability of the Company System to withstand sudden disturbances such as unforeseen conditions, electric short circuits, or unanticipated loss of system elements.

"Notice To Construct" means the notice(s) by Customer to Company as contemplated by Section 4.02.

"Other Party Group" has the meaning set forth in Section 12.01(e).

"Permit(s)" means all applicable construction, land use, air quality, emissions control, environmental, protected species, routing, zoning, and other permits, licenses, and approvals from any Governmental Authority, including without limitation the MPUC, the City of Becker, Minnesota, and the County of Sherburne, Minnesota, for the routing, design, construction, ownership, operation, and maintenance of the Company Facilities or the Customer Facilities, as applicable.

"Planned Outage" means action: (a) by Customer to take its equipment, facilities, or systems out of service, partially or completely, to perform work on specific components that is scheduled in advance and has a predetermined start date and duration pursuant to the procedures set forth in Section 5.02; or (b) by Company to take its equipment, facilities, and systems out of service, partially or completely, to perform work on specific components that is scheduled in advance and has a predetermined start date and duration pursuant to the procedures set forth in Section 5.02.

"Point(s) of Interconnection" means the physical point or points at which the Customer Facilities interconnect with the Company Facilities, as depicted in Appendix A and its sub-appendices.

"Regulatory Approvals" will have the meaning set forth in Section 9.02.

"Regulatory Approval Date" means the date on which a final non-appealable order is issued by the MPUC providing the Regulatory Approvals.

"Reliability Standards" means mandatory reliability standards adopted by NERC or MRO and approved by FERC, as amended from time to time, applicable to the facilities owned, and/or operated by Customer and Company, respectively.

"System Protection Facilities" means the equipment required to protect: (a) the Company System, the systems of others directly or indirectly interconnected with the Company System, and Company's customers from faults occurring on Customer's side of the Point(s) of Interconnection; and (b) Customer from faults occurring on the



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Company System or on the systems of others to which the Company System is directly or indirectly interconnected.

"Tariff" means Company's Minnesota Electric Rate Book, on file with the MPUC, and as amended from time to time.

"Voltage Transformer" or "VT" means a transformer intended for metering, protective, or control purposes and designed to have its primary winding connected either between the primary conductors to be measured or between a conductor and ground. A voltage transformer normally reduces voltage magnitudes to levels which can be handled by control, protection, and metering equipment. The historic term for a VT is potential transformer.

Article II. SCOPE

Section 2.01 Scope of Interconnection.

- (a) General. Company will provide Interconnection Service to Customer at the Point(s) of Interconnection as provided herein. This Interconnection Agreement sets forth the terms and conditions of the interconnection of the Data Center to the Company System for the provision of retail electric service at transmission voltage by Company to Customer for varying amounts of Data Center load and the rights and duties of the Parties.
- (b) Other Arrangements. The establishment of an interconnection under this Interconnection Agreement does not in itself entitle Customer to obtain any services from Company that may be subject to the jurisdiction of FERC or the MPUC; Customer must arrange for any such services in accordance with the applicable tariff or service requirements.

Section 2.02 Facilities Providing Service.

The scope of Interconnection Service for retail electric service at transmission voltage provided hereunder is based on Company's description of the Company Facilities, and Customer's description of the Customer Facilities, as set forth in Appendix A and its sub-appendices and Appendix B, respectively.

Article III. TERMS AND TERMINATION

Section 3.01 Term.

This Interconnection Agreement will become effective on the first (1st) Day of the first month after being executed by the Parties, unless otherwise ordered by the MPUC pursuant to Section 9.02 (the "Effective Date"). Unless terminated earlier in accordance with Section 3.02, the Interconnection Service provided under this Interconnection Agreement will remain in effect for an initial period of ten (10) years from the Commercial Operation Date ("Initial Period"). Upon expiration of the Initial Period, this Interconnection Agreement will automatically renew for additional twelve (12) month



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periods thereafter until such time as Customer may terminate this Interconnection Agreement in accordance with Section 3.02. Customer will provide not less than twelve (12) months prior notice before terminating this Interconnection Agreement.

Section 3.02 Early Termination.

This Interconnection Agreement may be terminated early in the following circumstances: (a) by mutual agreement among the Parties; (b) by either Party in the event of any material breach of this Interconnection Agreement by the other Party; or (c) at the election of Customer at any time (provided Customer is not in default as contemplated in Section 14.01). In the event of termination by Customer under Section 3.02(c) of this Interconnection Agreement, Customer shall pay to Company an amount equal to the Early Termination Fee as of the date of termination of this Interconnection Agreement.

The Parties will use Commercially Reasonable Efforts to mitigate the costs, damages, and charges arising out of an early termination under this Section 3.02. In the event of a dispute regarding the early termination or the Early Termination Fee, either Party may request dispute resolution pursuant to the procedures in Article XV.

Section 3.03 Survival.

The provisions of this Interconnection Agreement necessary to give full effect to its terms will continue in effect after the termination or expiration of this Interconnection Agreement. Such provisions include, but are not necessarily limited to: Section 3.02 (Early Termination), Section 5.01 (Disconnection), Section 13.01 (Waiver of Consequential Damages), Section 13.02 (Indemnity), Article 14 (Default and Termination), and Article 15 (Dispute Resolution). In addition, the obligation to pay any money due and owing to either Party pursuant to this Interconnection Agreement will survive termination or expiration of this Interconnection Agreement.

Article IV. OWNERSHIP, CONSTRUCTION, OPERATION, AND MAINTENANCE**Section 4.01 New Facilities.**

To enable Customer to carry out the initial construction and potential expansion of the Data Center, the Parties have identified certain equipment that is necessary to design, engineer, procure, permit, construct, own, operate, and maintain in order to ensure that Company can deliver and Customer can accept retail electric service at transmission voltage for the Data Center, consistent with the requirements of the ESA. Appendix A and its sub-appendices identify the Company Facilities, and Appendix B identifies the Customer Facilities. The Company Facilities and the Customer Facilities will be constructed, operated, and maintained consistent with the terms of this Interconnection Agreement for transmission voltage retail electric service.

Section 4.02 Notice to Construct.

- (a) Company's obligations for the construction of the Company Facilities as provided for in this Interconnection Agreement are expressly conditioned on Company



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receiving Customer's "Notice to Construct." Company need not undertake any action (although it may do so) in furtherance of the development or permitting of the Company Facilities identified in Appendix A or its sub-appendices until such time as Company receives a Notice to Construct from Customer identifying the specific Company Facilities to be constructed. A form of Customer's Notice to Construct is provided in Appendix C.

- (b) In Customer's initial Notice to Construct, Customer may request Company to construct the Company Facilities identified in Appendix A-1 not sooner than [REDACTED] prior to the requested in-service date for the Company Facilities identified in Appendix A-1. Thereafter, and not sooner than twenty-four (24) months prior to the requested in-service date, Customer may identify one (1) or more of the remaining Company Facilities listed in Appendices A-2 through A-5. Customer may continue issuing Notices to Construct until all five (5) options in Appendices A-1 through A-5 have been identified or until the termination of this Interconnection Agreement.
- (c) For the Company Facilities identified in Appendix A-1, Customer's requested in-service date will not be sooner than [REDACTED] after Company's receipt of Notice to Construct. For the Company Facilities identified in Appendices A-2 through A-5, Customer's requested in-service date will not be sooner than twenty-four (24) months after Company's receipt of Notice to Construct. Upon receipt of a Notice to Construct, Company will design, engineer, procure, permit, construct, and/or relocate (as applicable) the Company Facilities identified in such Notice to Construct, and will make Commercially Reasonable Efforts to meet the requested in-service date. Notwithstanding the foregoing, if Company determines that it is unable to meet the requested in-service date for any reason, Company will notify Customer and describe the reasons for any delay as well as potential mitigations.
- (d) In the event that Company does not receive Customer's first Notice to Construct by the [REDACTED] anniversary of the Regulatory Approval Date, Company may terminate this Interconnection Agreement, without prior MPUC approval, upon thirty (30) Days' notice to Customer. Upon termination by Company under this Section 4.02(d), neither Party will have any further obligation or liability under this Interconnection Agreement.

Section 4.03 Company Facilities.

- (a) Company will design, engineer, procure, permit, construct, own, operate, and maintain in accordance with Applicable Law, Good Utility Practice, and the Interconnection Guidelines, the Company Facilities shown in Appendix A and its sub-appendices, and will operate such facilities in a manner that protects Customer's electric system, including the Customer Facilities, from transients, faults, and other operating contingencies.
- (b) Notwithstanding the provisions of Section 5.1(B), Section 5.2, and Section 5.3 of the Tariff, and subject to the provisions of any applicable Ancillary Agreement,



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Company will construct the Company Facilities at Company's cost and expense; provided, however, that the MPUC has approved Company's ability to recover the fully loaded costs of the Company Facilities in Company's Minnesota electric rate base.

Section 4.04 Customer Facilities and System Protection Facilities.

Upon issuance of its first Notice to Construct, Customer will, at Customer's sole expense, design, engineer, procure, permit, construct, own, operate, and maintain the Customer Facilities as described in Appendix B, in accordance with Applicable Law and Good Utility Practice, and will operate the Customer Facilities in a manner that protects the Company System, including the Company Facilities, from transients, faults, and other operating contingencies occurring at the Customer Facilities or caused by Customer. Design and construction of the Customer Facilities will occur as provided for in Appendix B.

Design and specification of System Protection Facilities, including protective relaying, alarming, fault recording, control, dVAR controller, metering, and related systems for substations, high voltage switch gear, and transformers will be subject to the Company's review and approval, which approval will not be unreasonably withheld or delayed. All System Protection Facilities must be in compliance with Applicable Law, Good Utility Practice, and the requirements set forth in this Interconnection Agreement.

To the extent Customer is required to install, operate, and maintain facilities and equipment required for Company to comply with applicable frequency-based, voltage-based, and manual load shedding obligations established by Reliability Standards or the Balancing Area Operator, Company will provide Customer with sufficient advanced written notice and in a manner consistent with Good Utility Practice.

Section 4.05 Modifications to Facilities.

- (a) Either Party may undertake modifications to its respective the Company Facilities or the Customer Facilities identified in Appendix A and its sub-appendices, and in Appendix B, respectively and as applicable, which such modifications will be designed, constructed, and operated in accordance with Applicable Law, Good Utility Practice, and this Interconnection Agreement; provided, however, if: (1) Customer proposes (A) to make any change or modification to the configuration or operation of the Customer Facilities that may affect the Company System, including the Company Facilities, (B) to add a new Point(s) of Interconnection, or (C) to eliminate a Point(s) of Interconnection (except when this Interconnection Agreement is terminated); or (2) Company proposes to make any change or modification to the configuration or operation of the Company Facilities that may affect the Customer Facilities, then (x) the Party proposing the change will provide sufficient notice and information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to the commencement of any work, and (y) the Parties will negotiate in good faith an amendment to this Interconnection Agreement as may be necessary to



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address the proposed change. In furtherance and not in limitation of the foregoing, Company will adhere to the NERC standard known as TPL-004.

- (1) Information provided under this Section 4.05(a) regarding such modification may be designated by a Party to be Confidential Information hereunder, including, but not limited to, information concerning the timing of such modification and how such modifications are expected to affect the other Party's system. Unless a shorter period of time is appropriate for a Party to respond to an Emergency, or comply with Reliability Standards or Applicable Law, the Party desiring to perform such work will provide the relevant drawings, plans, and specifications to the other Party at least ninety (90) Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement will not unreasonably be withheld, conditioned, or delayed.
 - (2) In the event the Parties are unable to agree to such modification of the Company Facilities or the Customer Facilities pursuant to this Section 4.05(a), the Parties will consider such failure to agree a dispute under this Interconnection Agreement and will resolve such dispute pursuant to Article XV.
 - (3) Where it is necessary to add or modify one (1) or more Point(s) of Interconnection, the Parties will work together in good faith with respect to the location, cost, and timing of such Point(s) of Interconnection, consistent with Good Utility Practice.
- (b) Customer will be responsible for the costs of any additions, modifications, or replacements that may be necessary to maintain or upgrade the Customer Facilities consistent with Applicable Law, Good Utility Practice, and the Interconnection Guidelines, as applicable. Customer will own any modifications to the Customer Facilities.

Section 4.06 Reliability Standards.

Customer will be responsible for compliance with all Reliability Standards applicable to Customer's electrical system; and Company will be responsible for compliance with all Reliability Standards applicable to the Company System. Each Party will be responsible for the costs of compliance with such Reliability Standards for their respective facilities and systems, including: (a) costs associated with modifying their respective facilities or systems to comply with changes in such Reliability Standards; and (b) any financial penalties for non-compliance. The Parties agree to share data or documentation as may be required to demonstrate compliance with Reliability Standards where an individual Party has possession of data or documentation necessary for the other Party to demonstrate compliance.



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Section 4.07 Interconnection Guidelines.

The Interconnection Guidelines provide additional and more detailed standards for designing, testing, studying, constructing, operating, maintaining, and interconnecting at the Point(s) of Interconnection. The Interconnection Guidelines include, among other things, power factor requirements and metering requirements. Customer will comply with the Interconnection Guidelines, as appropriate, for: (i) any new Point(s) of Interconnection requested by Customer on or after the Effective Date; and (ii) any existing Point(s) of Interconnection materially modified after the Effective Date.

Section 4.08 Power Factor.

Unless prevented by circumstances beyond Customer's control, including Forced Outages, Customer will have sufficient power factor control equipment (such as capacitors) installed to maintain, at a minimum, a ninety-five percent (95%)-lagging or leading power factor at the Point(s) of Interconnection. Customer will maintain the aforesaid requirement during peak load periods and avoid leading power factor during light load conditions.

In the event Customer does not have sufficient power factor control equipment (such as capacitors) installed to maintain, at a minimum, a ninety-five percent (95%)-lagging or leading power factor at the Point(s) of Interconnection, Customer will, within thirty (30) Days after written notice from Company of such deficiency, correct the deficiency or provide Company with a written commitment to correct the deficiency. In the event Customer makes a written commitment to add power factor control equipment (such as capacitors), Customer will exert Commercially Reasonable Efforts to expeditiously bring such equipment into service.

Section 4.09 Access.

Appropriate representatives of Company will at all reasonable times, including weekends and nights, and with one (1) Business Day prior notice, have access to the Customer Facilities, to take readings and to perform all inspections, maintenance, service, and operational reviews as may be appropriate or necessary to facilitate the performance of this Interconnection Agreement. While on Customer's premises, Company's representatives will announce their presence and observe such safety precautions as may be required and will conduct themselves in a manner that will not interfere with Customer's operations. Company and Customer will provide such access subject to Company's compliance with Customer's reasonable security guidelines, standard site rules and regulations, and any required right of entry agreements. Customer will provide Company with such guidelines, rules, regulations, and agreements promptly when available, and will provide updated versions of such guidelines, rules, regulations, and agreements promptly when available.



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Section 4.10 Right of Installation.

Each Party will make available suitable space for installation by the other Party of necessary equipment, apparatus, and devices required for the performance of this Interconnection Agreement.

Section 4.11 Right of Removal.

Any and all equipment, apparatus, and devices caused to be placed or installed by one Party on, or in, the premises of the other Party will be and remain the property of the Party owning such equipment, apparatus, and devices regardless of the mode or manner of annexation or attachment to the relevant premises. Unless otherwise agreed by the Parties, upon termination or expiration of this Interconnection Agreement, each Party will completely remove all foundations for all of its equipment from the other Party's premises. Notwithstanding the forgoing, in lieu of removal, the Parties reserve the right to sell any and all equipment, apparatus, and devices that are attached to the premises. Once the aforesaid equipment is removed, the Parties will update Appendix A and its sub-appendices, and Appendix B, as appropriate, to reflect the removal.

Section 4.12 Transfer of Control or Sale of Facilities.

In any sale or transfer of control of the Customer Facilities, Customer will: (1) provide sufficient notice to Company; and (2) as a condition of such sale or transfer require the acquiring party or transferee with respect to the transferred facilities either to assume the obligations of Customer with respect to this Interconnection Agreement or to enter into an agreement with Company imposing on the acquiring party or transferee the same obligations applicable to Customer under this Interconnection Agreement. For the avoidance of doubt, "sale or transfer of control of the Customer Facilities" does not include any change of ownership from Customer to its Affiliate that may be incidental to any corporate structural changes of any of Customer's Affiliates; provided, however, that Customer provides reasonably prompt notice of such transfer to Company, and further provided, however, that failure by Customer to provide notice of such transfer will not be deemed a breach or event of default under this Interconnection Agreement.

Article V. OUTAGES AND COORDINATION**Section 5.01 Disconnection.**

- (a) Except when there is an Emergency, Forced Outage, Force Majeure, and/or a requirement to comply with Reliability Standards or Applicable Law, the Parties will reasonably consult each other prior to disconnecting the Customer Facilities from the Company Facilities.
- (b) If at any time Company observes any protective equipment that appears to have failed or to have been changed other than pursuant to Section 4.05, Company will have the right, if Company determines that such failure or change may have a material adverse impact on the safety or reliability of the Company System consistent with Good Utility Practice, to temporarily disconnect the Customer



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Facilities from the Company Facilities, provided Company first provides Commercially Reasonable notice to Customer, and only for so long as reasonably consistent with Good Utility Practice. Company may require, at Customer's expense, a new calibration and activation test of Customer's protective equipment after such equipment has been corrected or repaired.

Section 5.02 Outages.

In accordance with Good Utility Practice, each Party may, in close cooperation with the other Party, remove from service its system elements that may affect the other Party's system as necessary to perform maintenance or testing or to replace installed equipment. Absent the existence of an Emergency, the Party scheduling a removal of a system element from service will use good faith efforts to schedule such removal on a date mutually acceptable to both Parties, in accordance with Good Utility Practice.

In the event of a Forced Outage of a system element of Customer's electric system adversely affecting the Company Facilities or the Company System, Customer will use Good Utility Practice to promptly restore that system element to service. In the event of a Forced Outage of a system element of the Company System adversely affecting the Customer Facilities or Customer's electric system, Company will use Good Utility Practice to promptly restore that system element to service.

In the event of a Planned Outage of a system element of Customer's electric system adversely affecting the Company Facilities or the Company System, Customer will act in accordance with Good Utility Practice to promptly restore that system element to service in accordance with its schedule for the work that necessitated the Planned Outage. In the event of a Planned Outage of a system element of Company's electric system adversely affecting Customer's electric system, Company will act in accordance with Good Utility Practice to promptly restore that system element to service in accordance with its schedule for the work that necessitated the Planned Outage. Performance Planned Outages will comply with all applicable Reliability Standards, including, without limitation, NERC TPL and TOP Standards, as applicable.

Section 5.03 Outage Reporting.

The Parties will comply with all current Company reporting requirements, as they may be revised from time to time, and as they apply to Customer or Company. When a Forced Outage occurs that affects the Company Facilities or affects the Company System such that there is an adverse impact to the Point(s) of Interconnection, Company will notify Customer of the existence, nature, and expected duration of the Forced Outage as soon as is reasonably practical and consistent with Good Utility Practice.

Section 5.04 Switching and Tagging Rules.

The Parties will abide by their respective switching and tagging rules for obtaining clearances for work or for switching operations on equipment. Company will notify Customer of Company's switching and tagging rules, and provide periodic updates of



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such rules as they may change from time to time. Customer will establish switching and tagging rules for the Customer Facilities, and will provide such rules to Company.

Section 5.05 Coordination.

In all circumstances:

- (a) Electrical system operation will be coordinated between Customer and Company, including the coordination of equipment outages, voltage levels, real and reactive power flow monitoring, and switching operations, which affect the Balancing Area or LBA, as required by this Interconnection Agreement.
- (b) If either Customer or Company operations are causing a condition on the interconnected electrical network where line loadings, equipment loadings, voltage levels, or reactive flow significantly deviate from normal operating limits or can be expected to exceed emergency limits following a contingency, and reliability of the bulk power supply is threatened, LBA or Company will take immediate steps and make Commercially Reasonable Efforts to relieve, correct, or control the condition. These steps may include: (1) notifying other affected electric utility systems and MISO, as applicable; (2) adjusting generation; (3) changing schedules between Balancing Areas; (4) initiating load relief measures; and (5) taking such other reasonable action as may be required. Electrical equipment is to be operated within its normal rating established by the owning Party except for temporary conditions after a contingency has occurred.
- (c) Each Party will notify the other Party as soon as practicable whenever:
 - (1) Problems with a Point(s) of Interconnection are detected that could result in mis-operation of interconnection protection or other interconnection equipment;
 - (2) The interconnection is opened by protective relay action;
 - (3) Interconnection equipment problems occur and result in an outage to a portion of the Company System;
 - (4) A Party intends to initiate switching to close the interconnection; or
 - (5) A Party intends to initiate switching to open the interconnection.

Section 5.06 Emergency.

- (a) In the event of an Emergency, the Party becoming aware of the Emergency may, in accordance with Good Utility Practice and using its reasonable judgment, take such action as is reasonable and necessary to prevent, avoid, or mitigate injury, danger, and loss.



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- (b) In the event Customer has identified an Emergency involving the Company Facilities, Customer will obtain the consent of Company personnel prior to manually performing any switching operations unless immediate action is essential to protecting the safety of individuals or against extreme damage to property.
- (c) Company may, consistent with Good Utility Practice, take whatever actions or inactions Company deems necessary during an Emergency in order to: (1) preserve public health and safety; (2) preserve the reliability of the Company System, including the Company Facilities; (3) limit or prevent damage; and (4) expedite restoration of service. Company will use Commercially Reasonable Efforts to minimize the effect of such actions or inactions on the Customer Facilities.
- (d) Customer may, consistent with Good Utility Practice, take whatever actions or inactions with regard to the Customer Facilities that Customer deems necessary during an Emergency in order to: (1) preserve public health and safety; (2) preserve the reliability of the Customer Facilities; (3) limit or prevent damage; and (4) expedite restoration of service. Customer will use Commercially Reasonable Efforts to minimize the effect of such actions or inactions on the Company System.
- (e) Company will provide Customer with reasonably prompt oral or electronic notification under the circumstances of an Emergency that may reasonably be expected to affect Customer's operations, to the extent Company is aware of the Emergency. Customer will provide Company with reasonably prompt oral or electronic notification under the circumstances of an Emergency that may reasonably be expected to affect the Company System, to the extent Customer is aware of the Emergency. To the extent the Party becoming aware of an Emergency is aware of the facts of the Emergency, such oral or electronic notification will describe the Emergency, the extent of the damage or deficiency, its anticipated duration, and the corrective action taken and/or to be taken.
- (f) To the extent an Emergency exists on the Company System, and Company, the LBA, or other reliability coordinator determines it is necessary for Company and Customer to shed load, the Parties will shed load in accordance with the applicable Reliability Standards.

Article VI. SAFETY**Section 6.01 Safety Standards.**

- (a) The Parties agree that all work performed under this Interconnection Agreement will be performed in accordance with all Applicable Law, standards, practices, and procedures pertaining to the safety of persons or property. To the extent a Party performs work on the other Party's premises, the Party performing work will also abide by the safety, or other access, rules applicable to those premises.



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- (b) Each Party will be solely responsible for the safety and supervision of its own employees, agents, representatives, and contractors.

Article VII. ENVIRONMENTAL CONSIDERATIONS

Section 7.01 Environmental Considerations.

Each Party will remain responsible for compliance with all Applicable Law with respect to the environment and applicable to its own respective property, facilities, and operations. Each Party will promptly notify the other Party upon discovering any release of any hazardous substance by it on the property or facilities of the other Party, or which may migrate to, or adversely affect the property, facilities, or operations of the other Party, and will promptly furnish to the other Party copies of any reports filed with any Governmental Authority addressing such events.

The Party responsible for the release of any hazardous substance on the property or facilities of the other Party, or which may migrate to, or adversely affect the property, facilities, or operations of the other Party will be responsible for the reasonable cost of performing any and all remediation or abatement activity and submitting all reports or filings required by Applicable Law. Advance written notification (except in Emergency situations, in which verbal, followed by written notification, will be provided as soon as practicable) will be provided by any Party performing any remediation or abatement activity on the property or facilities of the other Party, or which may adversely affect the property, facilities, or operations of the other Party. Except in an Emergency, such remediation or abatement activity will be performed only with the consent of the Party owning the affected property or facilities. The Parties agree to coordinate, to the extent necessary, the preparation of site plans, reports, or filings required by Applicable Law.

Article VIII. FORCE MAJEURE

Section 8.01 Effect of Declaring Force Majeure.

Neither Party will be considered to be in default or breach of this Interconnection Agreement or liable for damages or otherwise responsible to the other Party for any delay in or failure to carry out any of its obligations under this Interconnection Agreement if, and only to the extent that, the Party is unable to perform or is prevented from performing by an event of Force Majeure. Notwithstanding the foregoing sentence, neither Party may claim Force Majeure for any delay or failure to perform or carry out any provision of this Interconnection Agreement to the extent that such Party has been negligent or engaged in intentional misconduct and such negligence or intentional misconduct substantially and directly caused that Party's delay or failure to perform or carry out its duties and obligations under this Interconnection Agreement.



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Section 8.02 Procedures for Declaring Force Majeure.

A Party claiming Force Majeure must:

- (a) Give written notice to the other Party of the occurrence of a Force Majeure as soon as practicable following such occurrence;
- (b) Use Commercially Reasonable Efforts to resume performance or the provision of service hereunder as soon as practicable;
- (c) Take all Commercially Reasonable actions to correct or cure the Force Majeure;
- (d) Exercise all Commercially Reasonable Efforts to mitigate or limit damages to the other Party; except that neither Party will be required to settle any strike, walkout, lockout, or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest; and
- (e) Provide written notice to the non-declaring Party, as soon as practicable, of the cessation of the adverse effect of the Force Majeure on its ability to perform its obligations under this Interconnection Agreement.

Article IX. JURISDICTION AND REGULATORY APPROVALS

Section 9.01 Jurisdiction.

This Interconnection Agreement is subject to the jurisdiction of the MPUC as part of the provision of retail electric service by Company to Customer pursuant to the Tariff and ESA. The Parties agree that no FERC jurisdictional services or other activities are provided for in this Interconnection Agreement.

Section 9.02 Interconnection Agreement Conditioned on Approval by MPUC.

This Interconnection Agreement will be subject to any and all jurisdictional regulatory approvals deemed necessary under Applicable Law or prudent by Company in its sole discretion; including, without limitation: (a) approval of this Interconnection Agreement; (b) approvals for appropriate rate treatment of Company's costs of the Company Facilities as may be requested by Company in Company's sole discretion; and (c) any other approvals of the MPUC in relation to this Interconnection Agreement that Company deems necessary or prudent in Company's sole discretion (collectively, the "Regulatory Approvals"). Company will, in its sole discretion, use all Commercially Reasonable Efforts consistent with Good Utility Practice to obtain the Regulatory Approvals, and Customer will reasonably cooperate with any request of Company in furtherance of Company's request for the Regulatory Approvals. Company will keep Customer apprised of the status of such filings.

Section 9.03 Termination for Failure of Regulatory Approvals.

Notwithstanding anything in this Interconnection Agreement to the contrary, and without limiting any other obligations of Customer, this Interconnection Agreement will be null



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and void and of no effect at no cost to Company or Customer in the event that any one of the following occurs: (a) Company is unable to obtain an order of the MPUC specifically approving this Interconnection Agreement without modification; (b) Company is unable to receive MPUC approval without modification with respect to rate base treatment of all costs of the Company Facilities; or (c) Company is unable to receive approvals contemplated and provided for in the ESA and/or CRRA. In the event any of the proceeding events occurs, the Parties will negotiate in good faith to modify this Interconnection Agreement in compliance with any final order of the MPUC, provided, however, that such modifications provide the Parties with economic terms that are substantially equivalent to those provided under this Interconnection Agreement and the Ancillary Agreements. In the event mutual agreement cannot be reached within thirty (30) Business Days, then this Interconnection Agreement will terminate unless Company and Customer mutually agree in writing to accept any modifications to this Interconnection Agreement and/or to the ratemaking treatment of the Company Facilities and/or to the ratemaking treatment contemplated and provided for in the ESA and/or the CRRA.

Article X. NOTICES**Section 10.01 Notices.**

Any notice, demand, request, or communication required or authorized by this Interconnection Agreement will be hand delivered or mailed by certified mail, return receipt requested, with postage prepaid, to Parties at the addresses set forth in Appendix D. In addition to the obligations set forth in the preceding sentence, a Party providing notice, demand, request, or communication pursuant to this Section 10.01 may also provide a courtesy copy of such notice, demand, request, or communication via electronic mail, or email. Any Party may update that portion of Appendix D that pertains to such Party's address by giving written notice to the other Parties of such change at any time.

Article XI. ASSIGNMENT**Section 11.01 Successors and Assigns.**

This Interconnection Agreement will be binding upon the respective Parties, their successors and permitted assigns, on and after the Effective Date hereof.

Section 11.02 Assignment Restrictions.

This Interconnection Agreement may be assigned by either Party only with the written consent of the other; provided, however, that either Party may assign this Interconnection Agreement, upon written notice to the other Party, to any Affiliate of the assigning Party with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Interconnection Agreement, provided, however, that the obligations with respect to the guarantee provided pursuant to Section 16.07 may not be delegated or assigned to an Affiliate of Customer that does not meet the definition of Guarantor. Where Customer assigns this Interconnection Agreement to an Affiliate,



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failure by Customer to provide notice of such assignment will not constitute a Customer event of default.

Article XII. INSURANCE

Section 12.01 Insurance Coverage.

Each Party will, at its own expense, maintain in force until this Interconnection Agreement is terminated and until released by the other Party, the following insurance coverages, with insurers authorized to do business in the State of Minnesota:

- (a) Employer's Liability and Worker's Compensation Insurance providing statutory benefits in accordance with the Applicable Law of the State of Minnesota.
- (b) Commercial General Liability, including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification), products and completed operations coverage, coverage for explosion, collapse, and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of one million dollars (\$1,000,000) per occurrence/one million dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage including premises and operations, personal injury, broad form property damage.
- (c) Comprehensive Automobile Liability for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of one million dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.
- (d) Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of ten million dollars (\$10,000,000) per occurrence/ ten million dollars (\$10,000,000) aggregate.
- (e) The Commercial General Liability Insurance, Comprehensive Automobile Insurance, and Excess Public Liability Insurance policies will name the other Party, its parent, associated and Affiliate companies, and their respective directors, officers, employees, and agents ("Other Party Group") as additional insureds. All policies will contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Interconnection Agreement against the Other Party Group and provide thirty (30) Days advance written notice to the Other Party Group prior to the anniversary date of cancellation or any material change in coverage or condition.
- (f) The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and Excess Public Liability Insurance policies will contain provisions



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that specify that the policies will apply to such extent without consideration for other policies separately carried. Each Party will be responsible for its respective deductibles or retentions.

- (g) The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, will be maintained in full force and effect for two (2) years after termination of this Interconnection Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.
- (h) The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and will not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Interconnection Agreement.
- (i) Within ten (10) Days following execution of this Interconnection Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) Days thereafter, each Party will provide certification of all insurance required in this Section 12.01, executed by each insurer or by an authorized representative of each insurer.
- (j) Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of subsections (a)-(h) of this Section 12.01 to the extent the Party maintains a self-insurance program; provided that, such Party's senior secured debt is rated at investment grade or better by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements set forth in subsections (a)-(h) of this Section 12.01. For any period of time that a Party's senior secured debt is unrated by Standard and Poor's, such Party will not self-insure and will comply with the insurance requirements set forth in subsections (a)-(i) of this Section 12.01. In the event that a Party is permitted to self-insure pursuant to this Section 12.01(j), it will notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in this Section 12.01(j).

Section 12.02 Subcontractors.

Each Party will require its subcontractors to maintain substantially equivalent insurance coverage and in substantially equivalent amounts as is required of the Parties as set forth in this Article XII, and provide proof of coverage to the other Party upon request.

Section 12.03 Notice of Occurrence.

The Parties agree to report to each other in writing as soon as practicable all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Interconnection Agreement.



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Article XIII. CONSEQUENTIAL DAMAGES, INDEMNITY, AND RISK OF LOSS**Section 13.01 Waiver of Consequential Damages.**

In no event will a Party, its governing board members, officers, employees, or agents be liable to the other Party under this Interconnection Agreement from any cause howsoever arising in contract, tort, or otherwise for any indirect, incidental, special, punitive, exemplary, or consequential damages, including but not limited to, loss of use, loss of revenue, loss of profit, and/or cost of replacement power, interest charges, cost of capital, claims of its customers to which service is made.

Section 13.02 Indemnity.

Each Party will at all times indemnify, defend, and hold harmless the other Party, its shareholders, members, partners, Affiliates, employees, consultants, representatives, agents, successors, and permitted assigns ("Indemnified Party") from any and all liability, damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's ("Indemnifying Party") negligence or breach of its obligations under this Interconnection Agreement, except in cases of negligence, gross negligence, or intentional wrongdoing by the Indemnified Party. Nothing in this Section 13.02 will relieve Company or Customer of any liability to the other for any breach of this Interconnection Agreement.

- (a) If an Indemnified Party is entitled to indemnification under this Section 13.02 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed, to assume the defense of such claim, the Indemnified Party may at the expense of the Indemnifying Party contest, settle, or consent to the entry of any judgment with respect to, or pay in full, such claim.
- (b) If an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Section 13.02, the amount owing to the Indemnified Party will be the amount of such Indemnified Party's loss net of any insurance or other recovery.
- (c) Promptly after receipt by an Indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided in this Section 13.02 may apply, the Indemnified Party will notify the Indemnifying Party of such fact. Any failure of or delay in such notification will not affect the Indemnifying Party's obligation to indemnify the Indemnified Party unless such failure or delay is materially prejudicial to the Indemnifying Party.

Section 13.03 Risk of Loss.

Except under situations of negligence, gross negligence, or intentional wrong-doing by the other Party, each Party will have the full risk of loss for its own property and material,



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and each Party will (subject to Article XII) obtain and maintain insurance coverage accordingly under its own insurance and risk management procedures. To the extent permitted by each Party's insurer, at no additional cost to that Party, each Party will require its property insurer to waive the right of subrogation. Each Party will have title and risk of loss for those materials or capital equipment purchased for its ownership by the other Party as an authorized agent under this Interconnection Agreement confirmed by written confirmation and approval of supplier, specifications, equipment warranty, delivery and installation arrangements (the principal being entitled to any sales tax exemptions). All such equipment and materials will be inspected by the purchasing agent Party upon delivery and damaged or nonconforming equipment or materials will be rejected and returned to the seller upon consultation and agreement with the Party for whom the equipment was purchased.

Article XIV. DEFAULT AND TERMINATION**Section 14.01 Default by Customer.**

Customer will be in default if it materially breaches any provision of this Interconnection Agreement, and fails to cure any such breach within sixty (60) Days after written notice by Company of the existence and nature of such alleged breach; provided, however, that if such breach is not reasonably capable of being cured within such sixty (60)-Day period, then Customer will have additional time (not exceeding an additional ninety (90) Days) as is reasonably necessary to cure the breach so long as Customer promptly commences and diligently pursues the cure.

Section 14.02 Default by Company.

Company will be in default if it materially breaches any provision of this Interconnection Agreement, and fails to cure any such breach within sixty (60) Days after written notice by Customer of the existence and nature of such alleged breach; provided, however, that if such breach is not reasonably capable of being cured within such sixty (60)-Day period, then Company will have additional time (not exceeding an additional ninety (90) Days) as is reasonably necessary to cure the breach, so long as Company promptly commences and diligently pursues the cure.

Section 14.03 Termination for Default.

Should a Party fail to cure a default pursuant to Section 14.01 or Section 14.02, as applicable, within the applicable cure period, and the default is not contested pursuant to the dispute resolution process provided in Section 15.01 or other legal processes, the non-defaulting Party will have the right (a) to terminate this Interconnection Agreement subject to MPUC approval and other defenses by giving written notice to the Party in default, and (b) whether or not the non-defaulting Party terminates this Interconnection Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which the non-defaulting Party is entitled subject to the limitations set forth in Article XIII.



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Article XV. DISPUTE RESOLUTION

Section 15.01 Dispute Resolution Process.

In the event the Parties are required by this Interconnection Agreement or mutually agree to try and resolve a dispute, the Parties will first refer the dispute to designated senior representatives, with authority to bind their respective Party, for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within sixty (60) Days, or such other period as the Parties may mutually agree, either Party may initiate legal proceedings at the MPUC or, in the event that the MPUC declines to adjudicate such dispute, a federal or state court of competent jurisdiction located in the State of Minnesota.

Article XVI. MISCELLANEOUS

Section 16.01 Third Party Contracts.

The Parties recognize that each has entered into and may in the future enter into contractual commitments with various third parties regarding benefits, use, and operation of network transmission facilities it owns within the interconnected regional transmission network. Each Party hereby covenants that its respective contracts with third parties will not interfere with its obligations to the other Party made under this Interconnection Agreement.

Section 16.02 No Residual Value.

This Interconnection Agreement will not be construed to provide any residual value to either Party or its successors or permitted assigns or any other party, for rights to, use of, or benefits from the other Party's system following expiration of this Interconnection Agreement.

Section 16.03 No Third Party Beneficiary.

Unless otherwise specifically provided in this Interconnection Agreement, the Parties do not intend to create rights in or to grant remedies to any third Party as a beneficiary of this Interconnection Agreement or of any duty, covenant, obligation, or undertaking established hereunder.

Section 16.04 Headings.

Article headings and titles are included for the convenience of Parties and will not be used to construe the meaning of any provision of this Interconnection Agreement.

Section 16.05 Governing Law.

This Interconnection Agreement will be interpreted and governed by the internal laws of the State of Minnesota, without regard to its conflict of laws provisions.



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Section 16.06 No Joint System.

The Parties each own and operate separate interconnected electric systems, and no provision of this Interconnection Agreement will be interpreted to mean or imply the Parties have established or intend to establish a jointly owned electric system, a joint venture, trust, a partnership, or any other type of association.

Section 16.07 Guarantee.

Within fifteen (15) Business Days of the Notice to Construct, Customer will post a guarantee from a Guarantor in a form substantially similar to Appendix E, and in an amount equivalent to the Early Termination Fee to secure any obligations and ensure performance under this Interconnection Agreement by Customer; such guarantee will address performance of all obligations by Customer hereunder, including without limitation, any indemnities, payments of monies, insurance, damages, and construction.

Section 16.08 Relationship to Tariffs.

The Parties acknowledge that all the rights and obligations identified in the Tariff will apply to this Interconnection Agreement, and nothing contained herein will abrogate any of the rights or entitlements of Company or Customer pursuant to the Tariff other than as explicitly set forth in this Interconnection Agreement, subject to any required approval of the MPUC or other applicable regulatory authority for the provision of retail electric service at transmission voltage to Customer. In the event any term of this Interconnection Agreement conflicts with the Tariff, the terms of this Interconnection Agreement will control.

Section 16.09 Amendment.

Any amendment, alteration, variation, modification or waiver of the provisions of this Interconnection Agreement, other than revisions to the Appendices authorized by this Interconnection Agreement, will be valid only after it has been reduced to writing and duly signed by both Parties, and if required, approved by the appropriate regulatory bodies.

Section 16.10 Waiver.

The failure of either Party to enforce or insist upon compliance with or strict performance of any of the terms or conditions of this Interconnection Agreement, or to take advantage of any of its rights thereunder, will not constitute a waiver or relinquishment of any such terms, conditions, or rights, but the same will be and remain at all times in full force and effect.

Section 16.11 Counterparts.

This Interconnection Agreement may be executed in any number of counterparts, and each executed counterpart will have the same force and effect as an original instrument.



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Section 16.12 Severability.

If any Governmental Authority holds or declares that any provision of this Interconnection Agreement is invalid, or if, as a result of a change in any Applicable Law, any provision of this Interconnection Agreement is rendered invalid or results in the impossibility of performance thereof, the remainder of this Interconnection Agreement not affected thereby will continue in full force and effect. In such an event, the Parties will promptly renegotiate in good faith new provisions to restore this Interconnection Agreement as nearly as possible to its original intent and effect.

Article XVII. CONFIDENTIAL INFORMATION**Section 17.01 Furnishing of Information.**

It is recognized by the Parties that the successful operation of this Interconnection Agreement depends upon the cooperation by the Parties in the operation of their systems. As a part of such cooperation, subject to the limitations regarding disclosing Confidential Information provided in this Interconnection Agreement, each Party agrees that it will furnish to the other Party such data concerning its system as may be necessary to support the other Party's system reliability. The Parties stipulate and agree that, absent an order issued by the MPUC or a court of competent jurisdiction, all Confidential Information disclosed by either Party to the receiving Party may and will be, to the fullest extent permitted by Applicable Law, withheld from public disclosure pursuant to Minn. Stat. §§ 13.02, subd. 9, 13.37, Minn. R. 7829.0500, and the MPUC's Revised Procedures for Handling Trade Secret and Privileged Data, all as amended from time to time.

Section 17.02 Confidential Information.

- (a) "Confidential Information" means (1) any confidential, proprietary, or trade secret information of a plan, specification, pattern, procedure, design, device, drawing, list, concept, customer information, policy, or compilation relating to the present or planned business of a Party, which is designated as Confidential Information by the Party (or Affiliate) supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise; or (2) any Critical Energy Infrastructure Information as that term is defined in 18 C.F.R. § 388.113. Confidential Information includes, without limitation, all information relating to a Party's (or Affiliate's) technology, research and development, business affairs, and pricing, and any information supplied by a Party to another Party on a confidential basis prior to the execution of this Interconnection Agreement.
- (b) Confidential Information does not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party, was under no obligation to the other Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential



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Information of the disclosing Party; or (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or breach of this Interconnection Agreement.

Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as Confidential Information notifies the other Party that such information no longer is confidential.

- (c) Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document; or, if it is disclosed in a manner in which the disclosing Party reasonably communicated, or the receiving Party should reasonably have understood under the circumstances, including without limitation those described in Section 17.02(a) above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used. Each Party will be responsible for clearly designating or marking information governed by FERC's Critical Energy Infrastructure Information rules and regulations.

Section 17.03 Protection of Confidential Information.

- (a) No Party will disclose any Confidential Information of the other Party obtained pursuant to or in connection with the performance of this Interconnection Agreement to any third party without the express written consent of the providing Party; provided, however, that any Party may produce Confidential Information in response to a subpoena, discovery request, or other compulsory process issued by a Governmental Authority upon reasonable notice to the providing Party that: (a) a protective order from such Governmental Authority has been issued relating to the Confidential Information; and (b) a binding nondisclosure agreement is in effect with a proposed recipient of any Confidential Information.
- (b) The Parties will use at least the same standard of care to protect Confidential Information they receive as they use to protect their own Confidential Information from unauthorized disclosure, publication, or dissemination.
- (c) Any Party may use Confidential Information solely: (1) to fulfill its obligations to the other Party under this Interconnection Agreement; (2) to fulfill its regulatory requirements except to the extent that such information constitutes or has been designated Critical Energy Infrastructure Information; (3) in any proceeding before a Governmental Authority addressing any dispute arising under this Interconnection Agreement, subject either to a written confidentiality agreement with all Parties (including, if applicable, an arbitrator(s)) or to a protective order; or (4) as required by Applicable Law. As it pertains to clauses (3) and (4), notwithstanding the absence of a protective order or waiver, a Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. In the event that the receiving Party is legally requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process, or in the opinion of its counsel, by Applicable Law) to disclose any Confidential Information, the receiving Party will, to the extent permitted under Applicable Law, promptly notify the disclosing Party of such request or requirement prior to disclosure, so that the disclosing Party may



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seek an appropriate protective order and/or waive compliance with the terms of this Interconnection Agreement and will request confidential treatment of any such disclosure.

- (d) The Parties agree that monetary damages by themselves may be inadequate to compensate a Party for the other Party's breach of its obligations under this Article XVII. Each Party accordingly agrees that the other Party is entitled to equitable relief, by way of injunction or otherwise and without the requirement of posting a bond, if it breaches or threatens to breach its obligations under this Article.

Section 17.04 Survival.

The confidentiality obligations of this Article will survive termination of this Interconnection Agreement for a period of two (2) years.

[SIGNATURE PAGE FOLLOWS]



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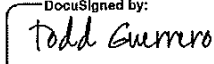
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SIGNATURES

In Witness Whereof, the Parties have caused this Interconnection Agreement to be duly executed as of the date first written above.

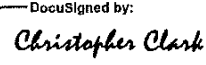
Honeycrisp Power LLC,
a Delaware limited liability company

DocuSigned by:

By: AFCFFE44BAD1423...

Name: Todd Guerrero

Title: Authorized Signatory

NORTHERN STATES POWER COMPANY,
a Minnesota corporation,

DocuSigned by:

By: 20104400882F480...

Name: Christopher B. Clark

Title: President



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APPENDIX A IDENTIFICATION OF COMPANY FACILITIES AND POINT(S) OF INTERCONNECTION

This Appendix A and its sub-appendices (i.e., A-1 through A-5), identify certain Company Facilities that are necessary to enable Customer to carry out the initial construction and potential expansion of the Data Center. Company need not undertake any action (although it may do so) in furtherance of the development or permitting of the Company Facilities identified in Appendix A or its sub-appendices until such time as Company receives a Notice to Construct from Customer identifying the specific Company Facilities to be constructed. A form of Customer's Notice to Construct is provided in Appendix C.

Additional requirements with regard to this Appendix A and with the Notice to Construct are provided in Article IV of this Interconnection Agreement.

Each Appendix provides the following information: (1) scope of incremental work and total load served (MW); (2) estimated incremental cost of the Company Facilities identified (in 2018 United States dollars); (3) estimated time required to design, permit, procure, and construct the identified Company Facilities; (4) description of the Company Facilities, including Point(s) of Interconnection and metering information; and (5) illustrative one-line diagram(s) and area map(s).

The cost estimate listed for the Company Facilities identified in Appendix A-1 is a scoping level estimate [REDACTED] and the cost estimates listed for the Company Facilities identified in Appendices A-2 through A-5, respectively, are indicative level estimates [REDACTED]. All cost estimates are provided in 2018 United States dollars.

The Parties acknowledge that the scope of work, total load served, estimated incremental costs, estimated timeframes, description of the Company Facilities, and illustrative one-line diagram(s) and area map(s) are based on the Parties' good faith efforts to identify the scope of work for the Company Facilities identified in Appendices A-1 through A-5 as of the Effective Date of this Interconnection Agreement. The Parties further acknowledge that the information provided in each sub-appendix is subject to change, and may be affected by numerous factors outside of the Parties' control, including without limitation, the increase or decrease of load in the vicinity of the Data Center resulting from the actions of other customers, the change in cost of materials, and other factors.

The Parties will work together in good faith to reevaluate the information included in the relevant sub-appendix on an as-needed basis, consistent with system conditions at that time. The Parties also acknowledge that, following the initial Notice to Construct, the Parties may enter into additional agreements to secure Company's design, engineering, and performance of other pre-construction work associated with the additional Company Facilities.

A summary of the available load increments is provided below:



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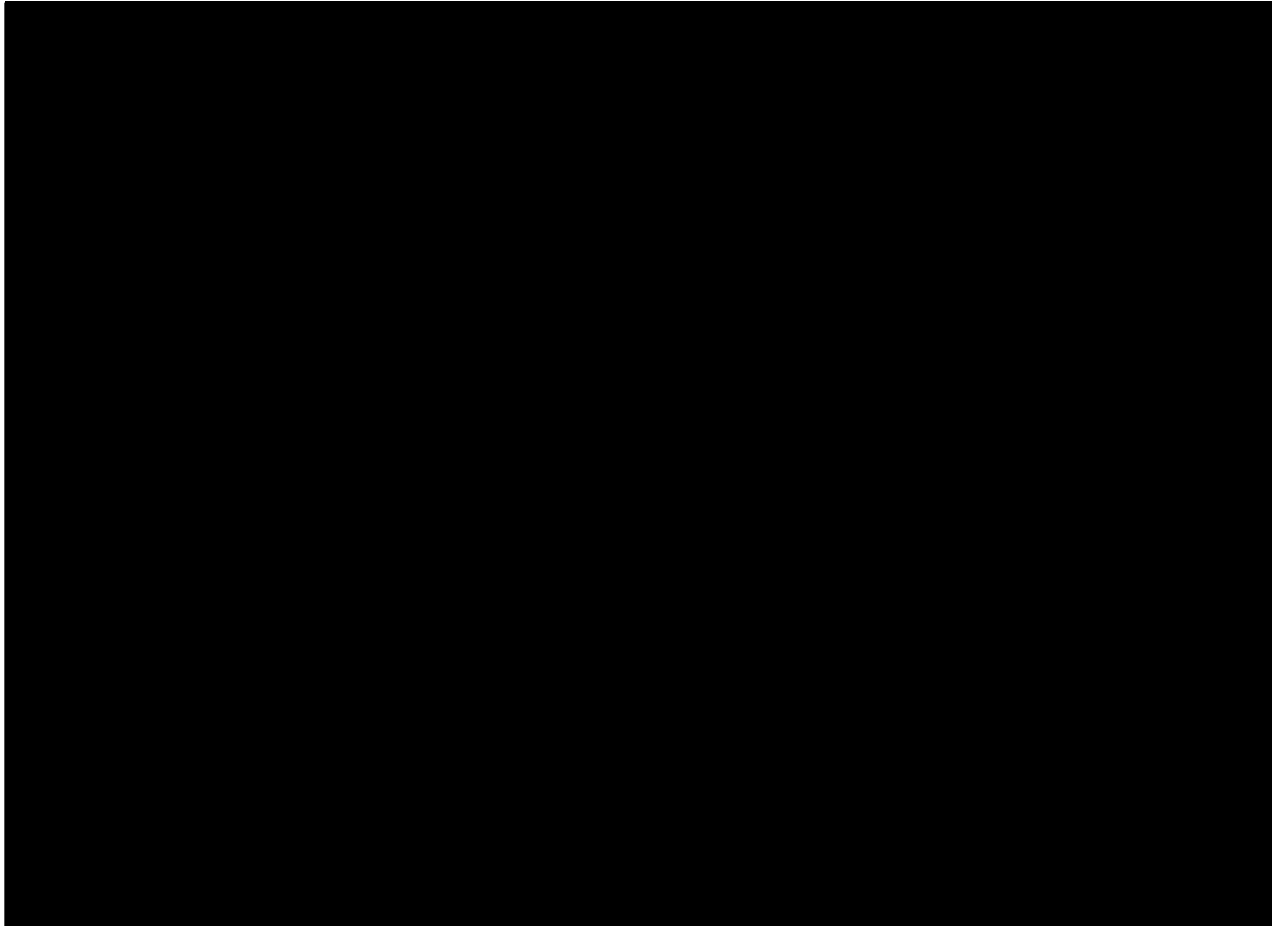
Appendix	Incremental Load Supported by Individual Group (MW @ [REDACTED] power factor)	Total Cumulative Load Supported (MW @ [REDACTED] power factor)
Appendix A-1	[REDACTED]	[REDACTED]
Appendix A-2	[REDACTED]	[REDACTED]
Appendix A-3	[REDACTED]	[REDACTED]
Appendix A-4	[REDACTED]	[REDACTED]
Appendix A-5	[REDACTED]	[REDACTED]

* Customer may operate at up to [REDACTED] MW of peak load but recognizes that such operation may be at N-1 conditions for some period of time depending on load conditions within the area near the Data Center; and provided that Customer has been in operation sufficiently long and provided sufficiently accurate Customer Load Forecasts for Company to reasonably anticipate Customer load of [REDACTED] MW.



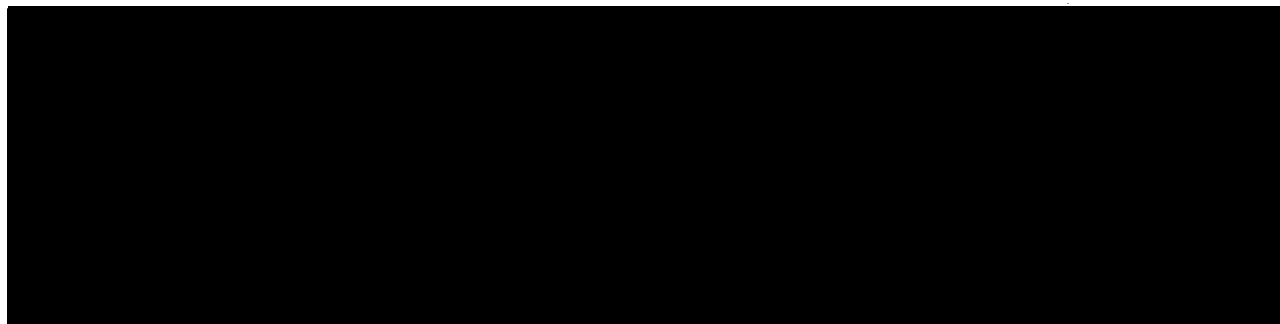
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**APPENDIX A-1
FIRST GROUP OF IDENTIFIED COMPANY FACILITIES
AND POINT(S) OF INTERCONNECTION**



II. Estimated Incremental Cost (in 2018 dollars, ± 20 percent)

\$12,980,000



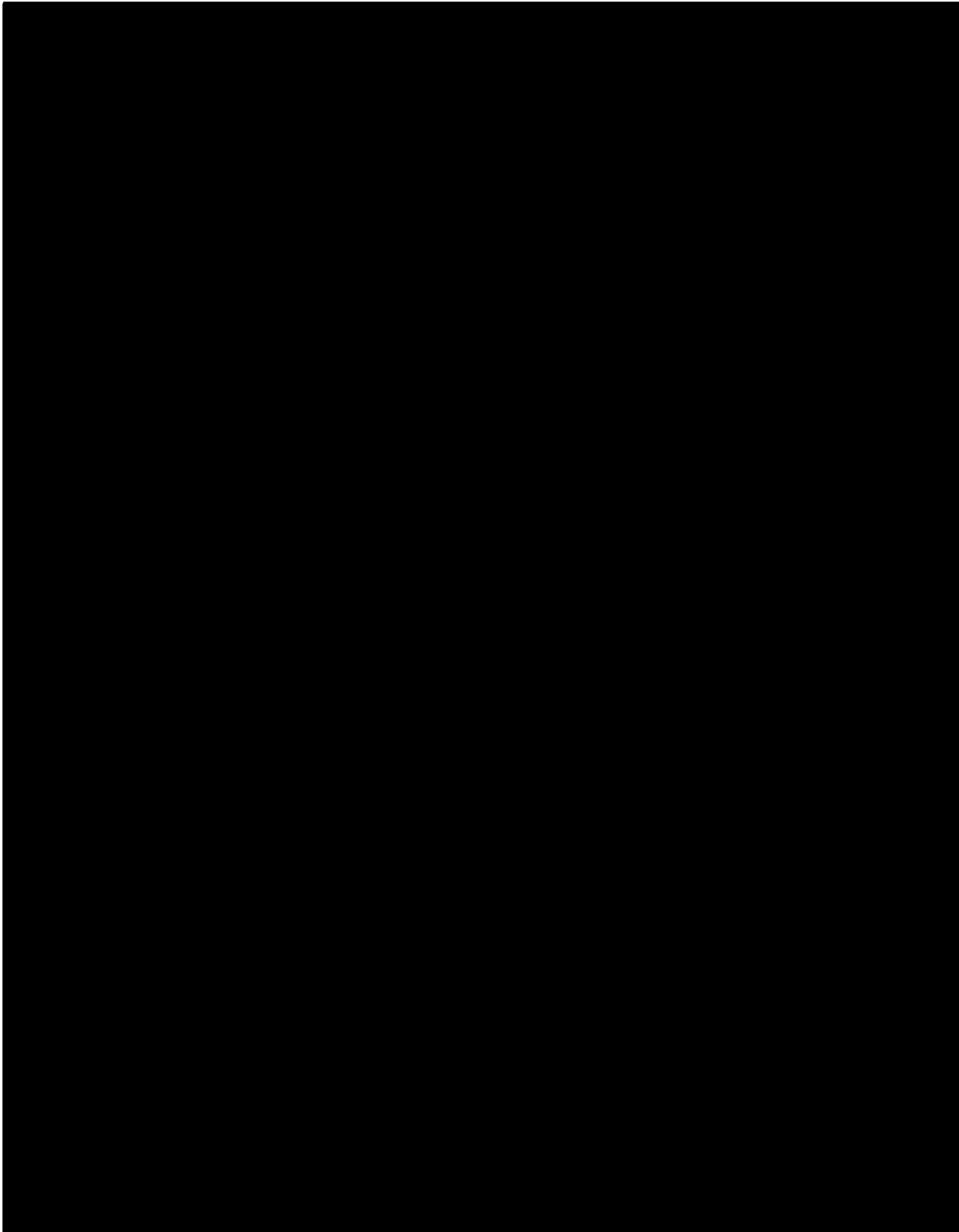
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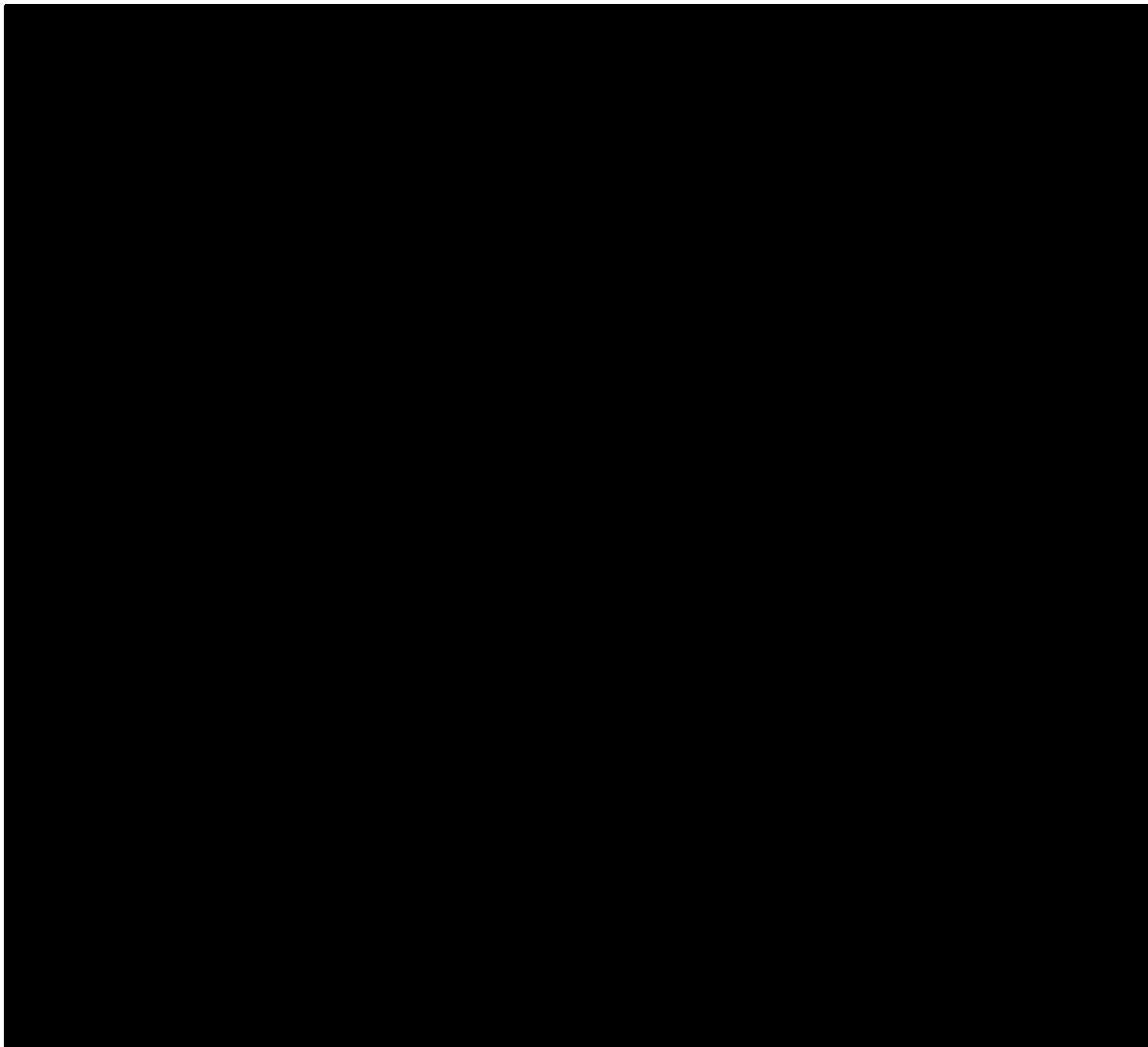
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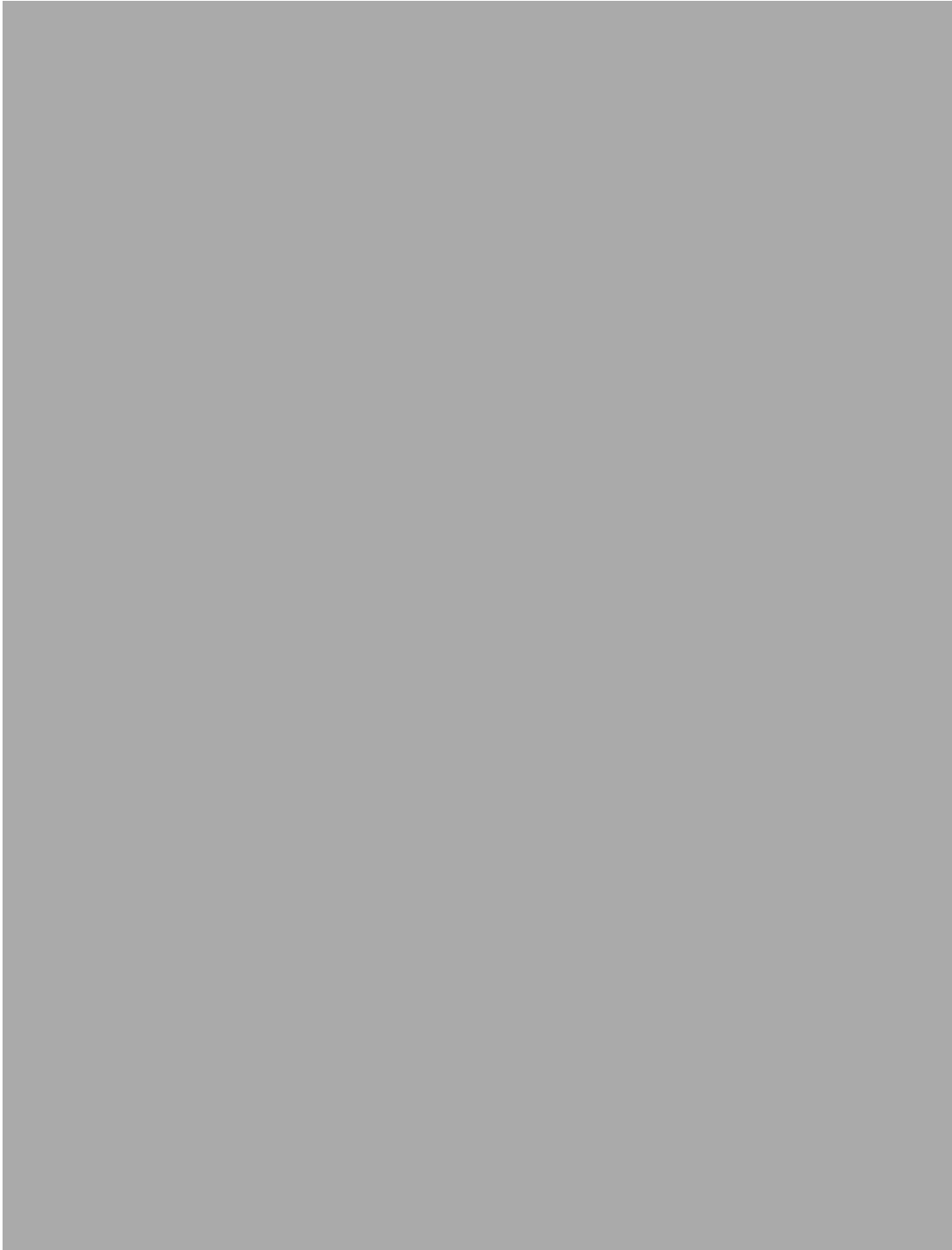
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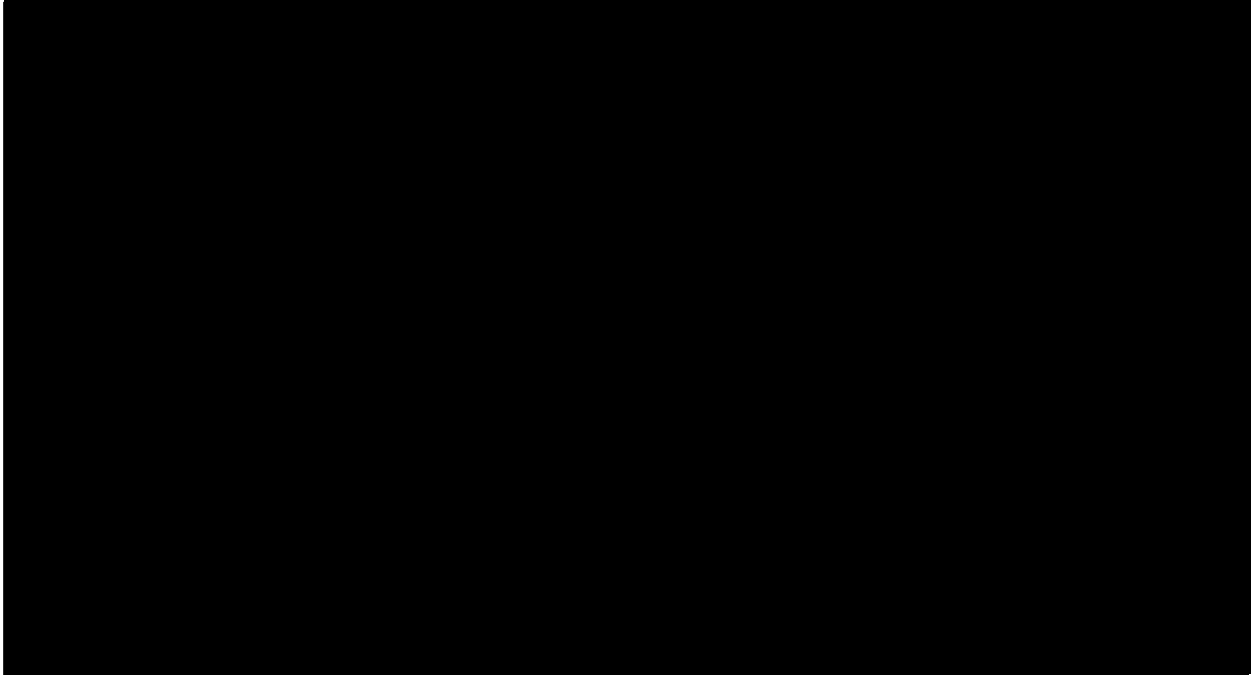
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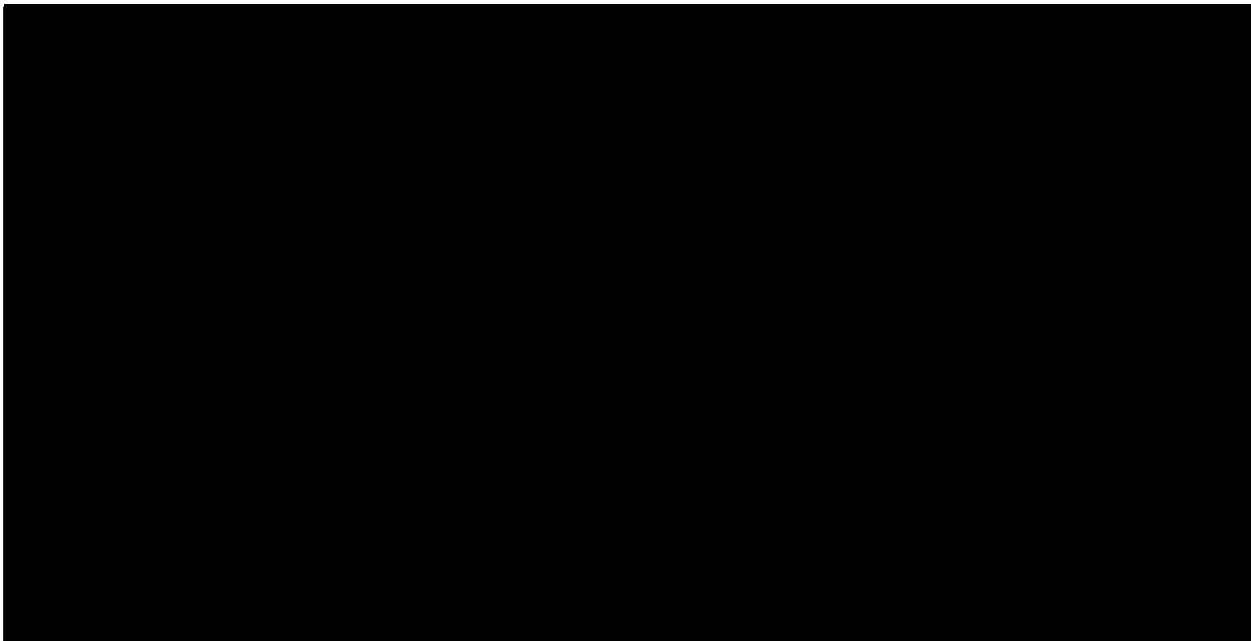


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**APPENDIX A-2
SECOND GROUP OF IDENTIFIED COMPANY FACILITIES
AND POINT(S) OF INTERCONNECTION**



II. Estimated Incremental Cost (in 2018 dollars, ± 50 percent) \$22,500,000



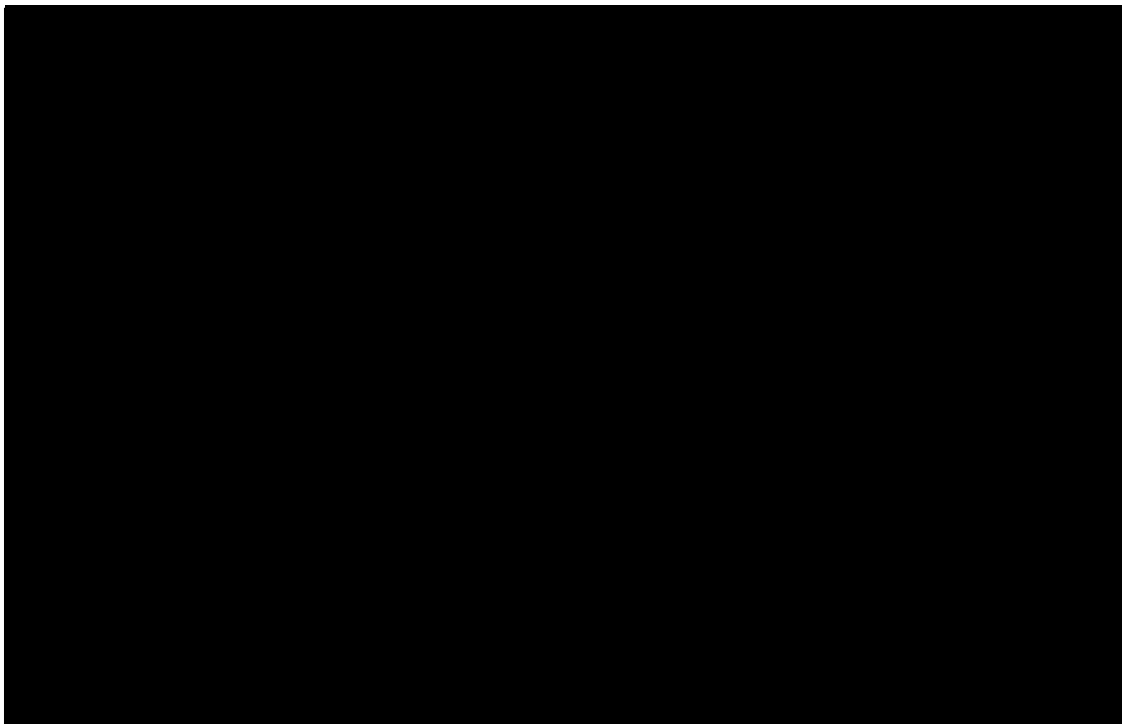
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Docket No. E002/M-19-____
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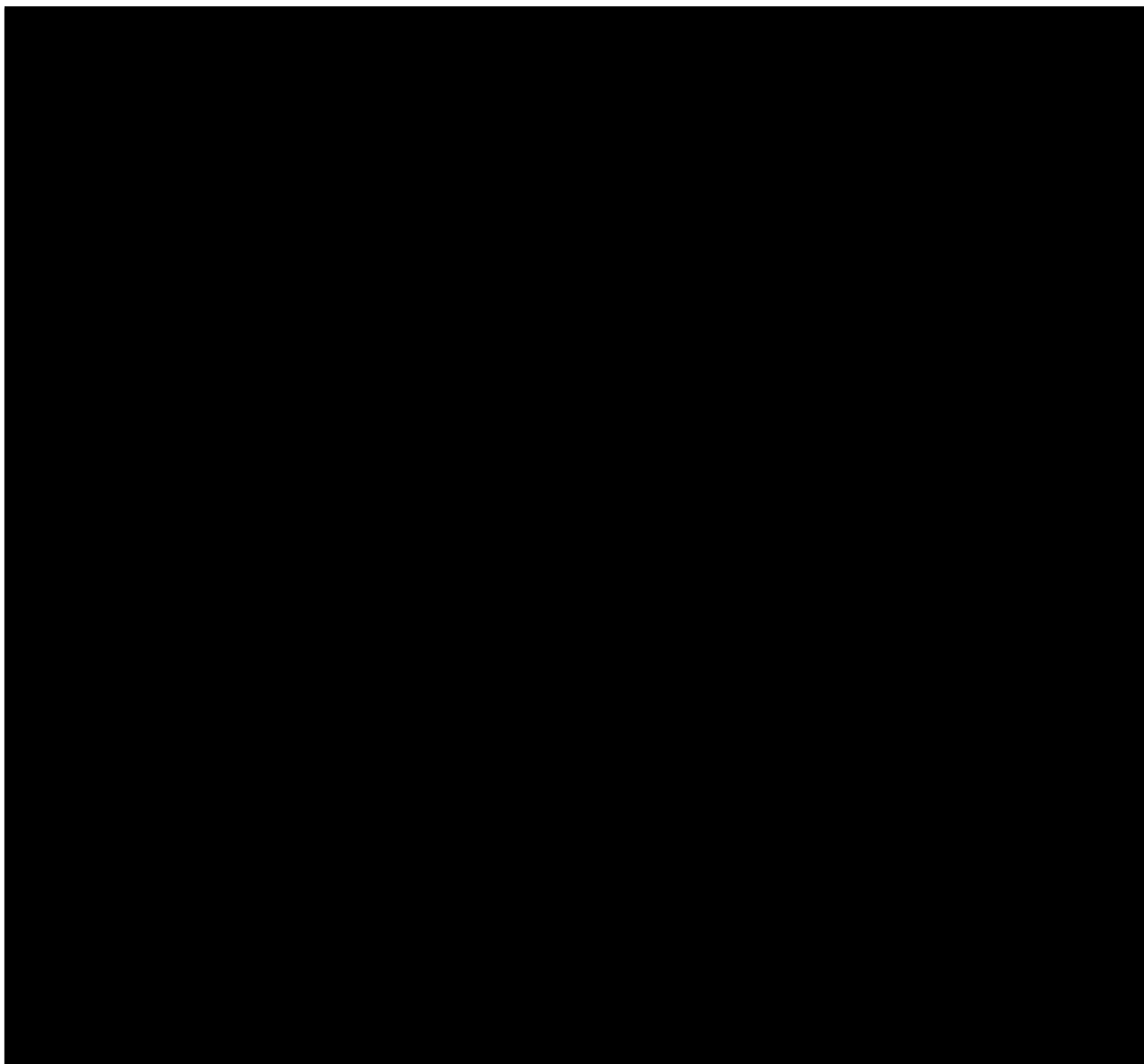
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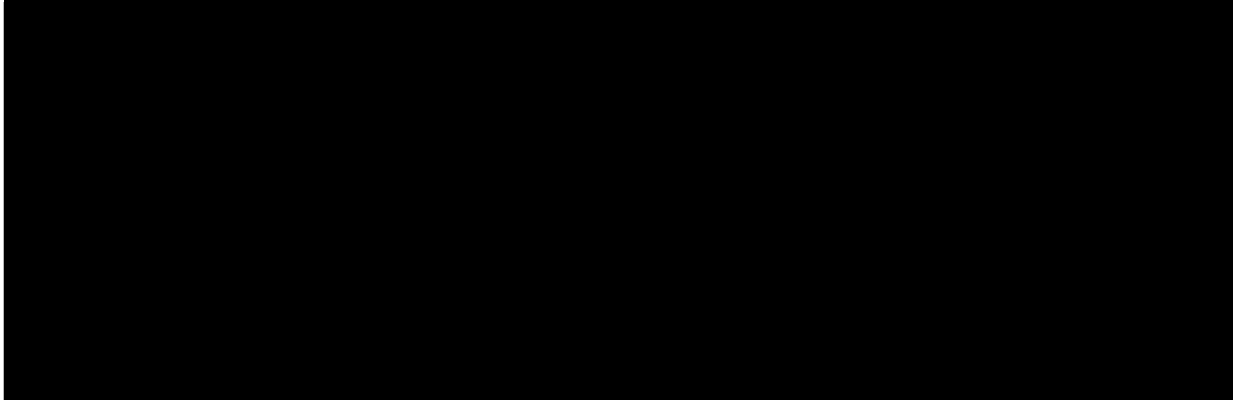
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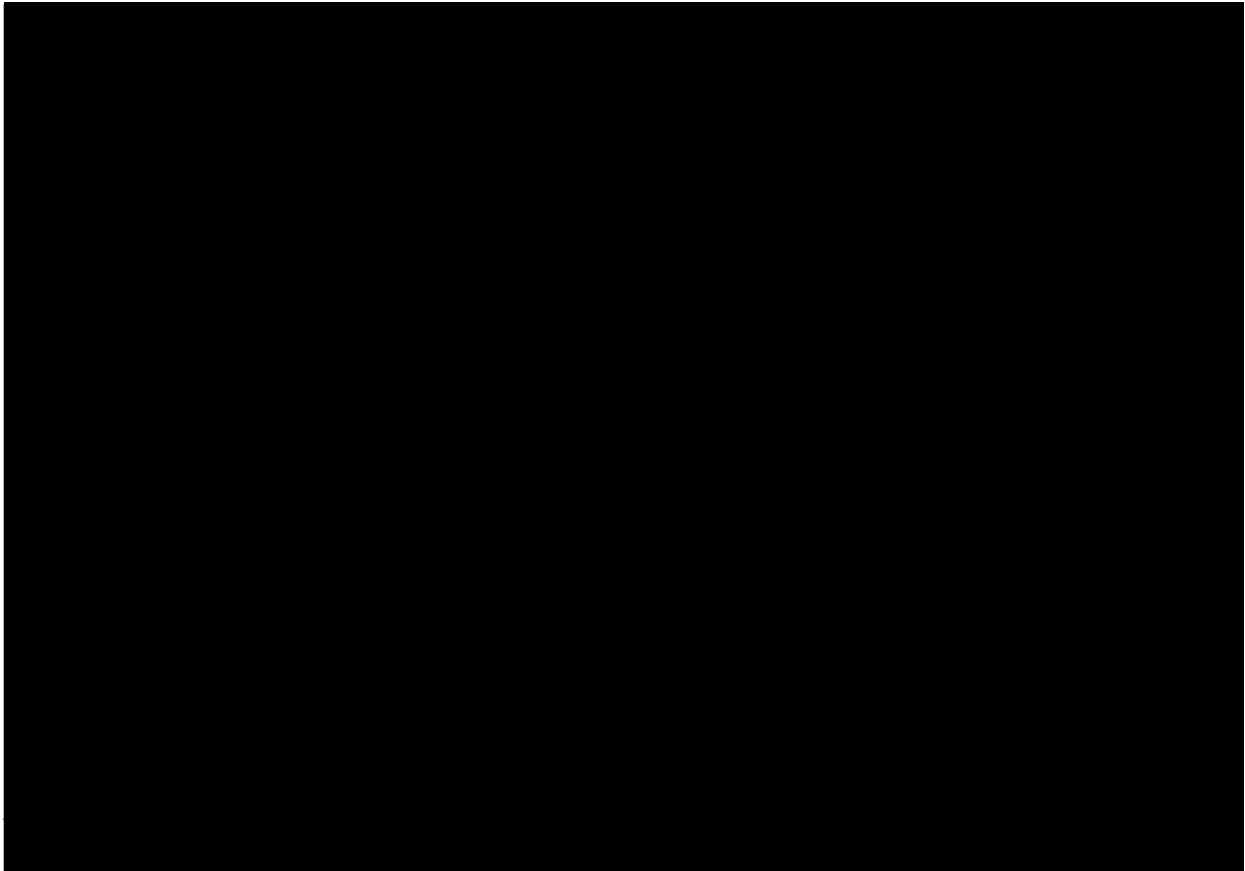


EXECUTION VERSION

**APPENDIX A-3
THIRD GROUP OF IDENTIFIED COMPANY FACILITIES
AND POINT(S) OF INTERCONNECTION**



II. Estimated Incremental Cost (in 2018 dollars, ± 50 percent) \$14,000,000



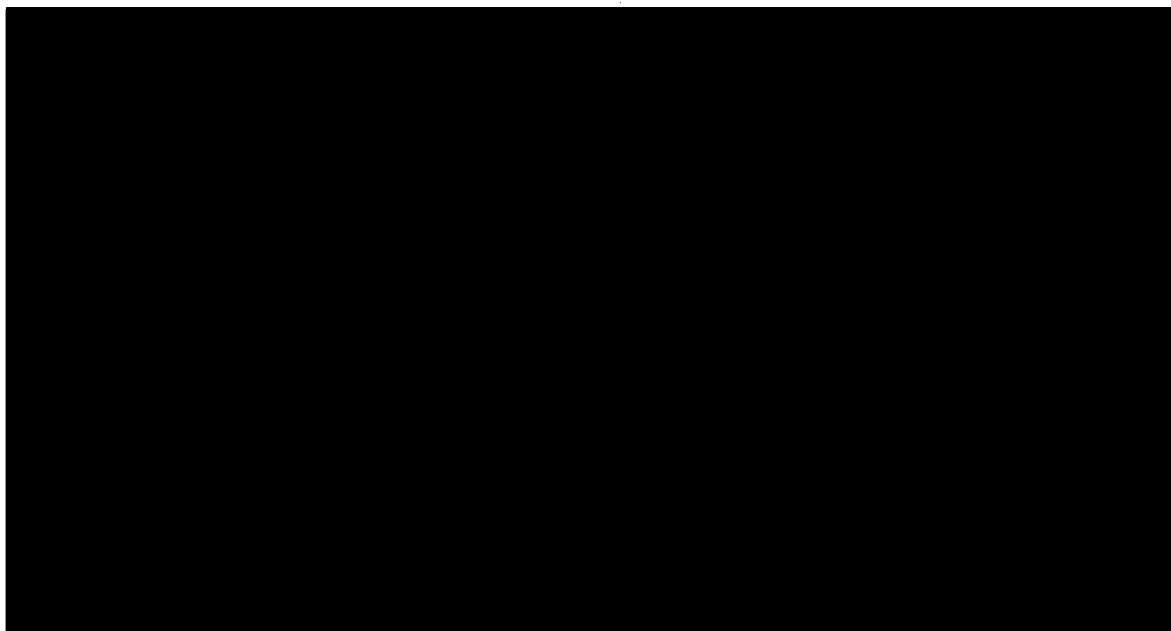
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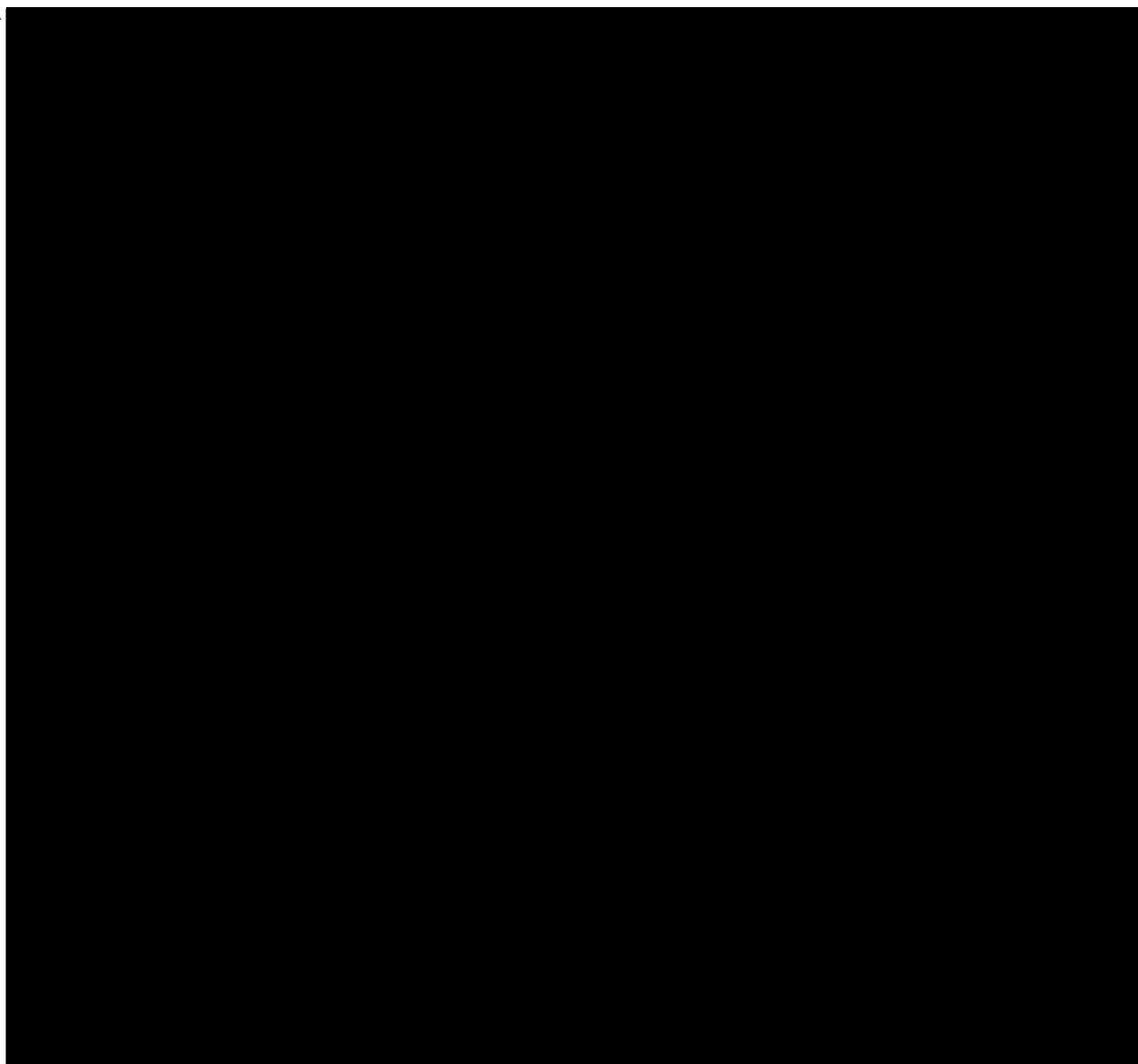
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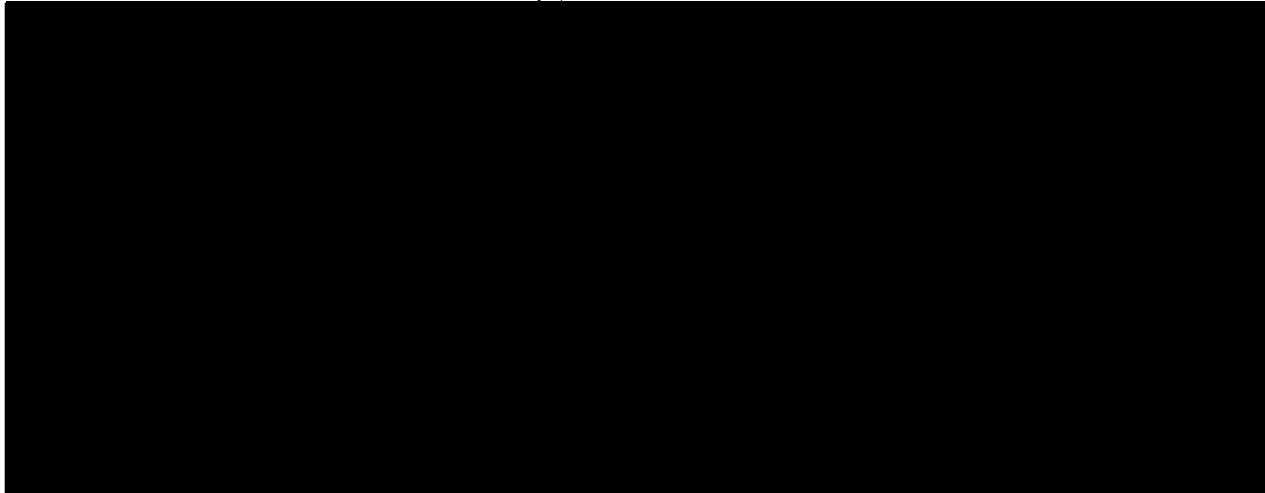
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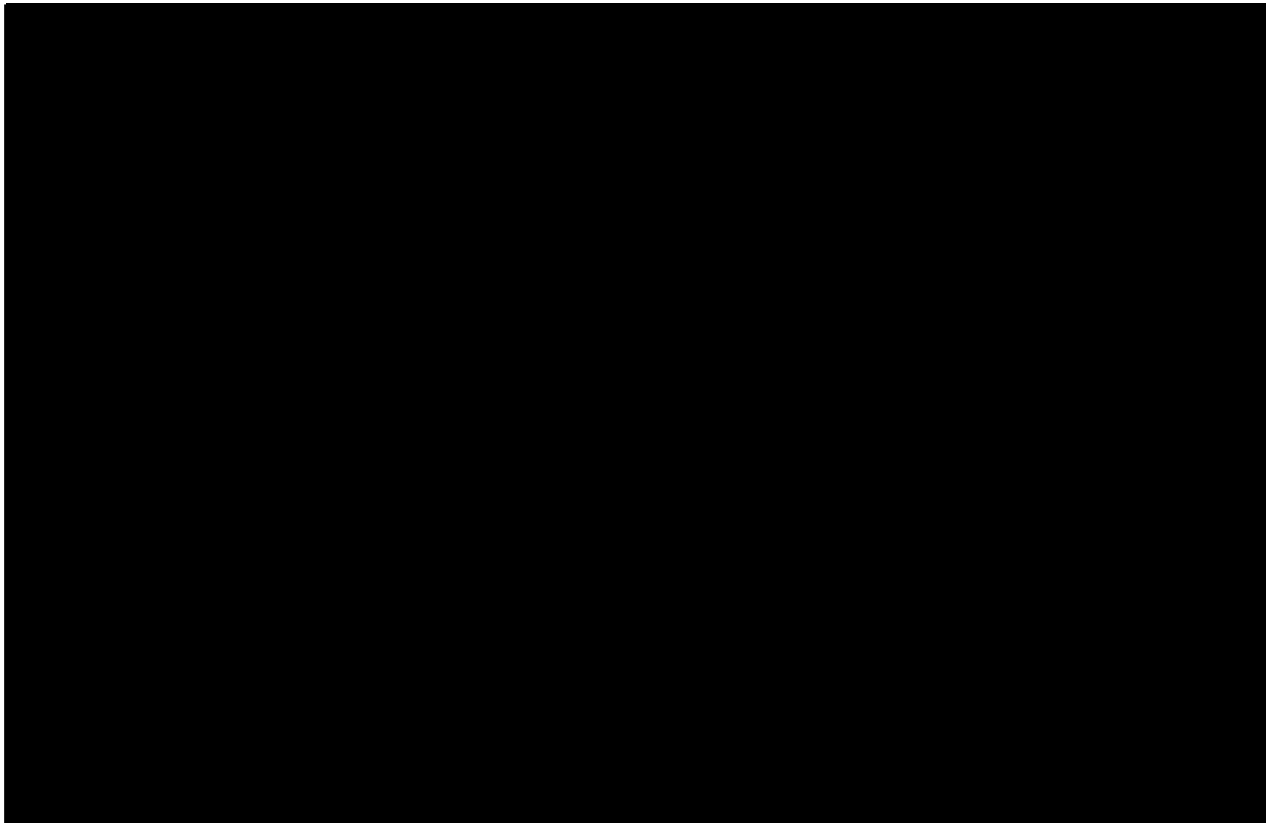


EXECUTION VERSION

**APPENDIX A-4
FOURTH GROUP OF IDENTIFIED COMPANY FACILITIES
AND POINT(S) OF INTERCONNECTION**



II. Estimated Incremental Cost (in 2018 dollars, ± 50 percent) \$5,400,000



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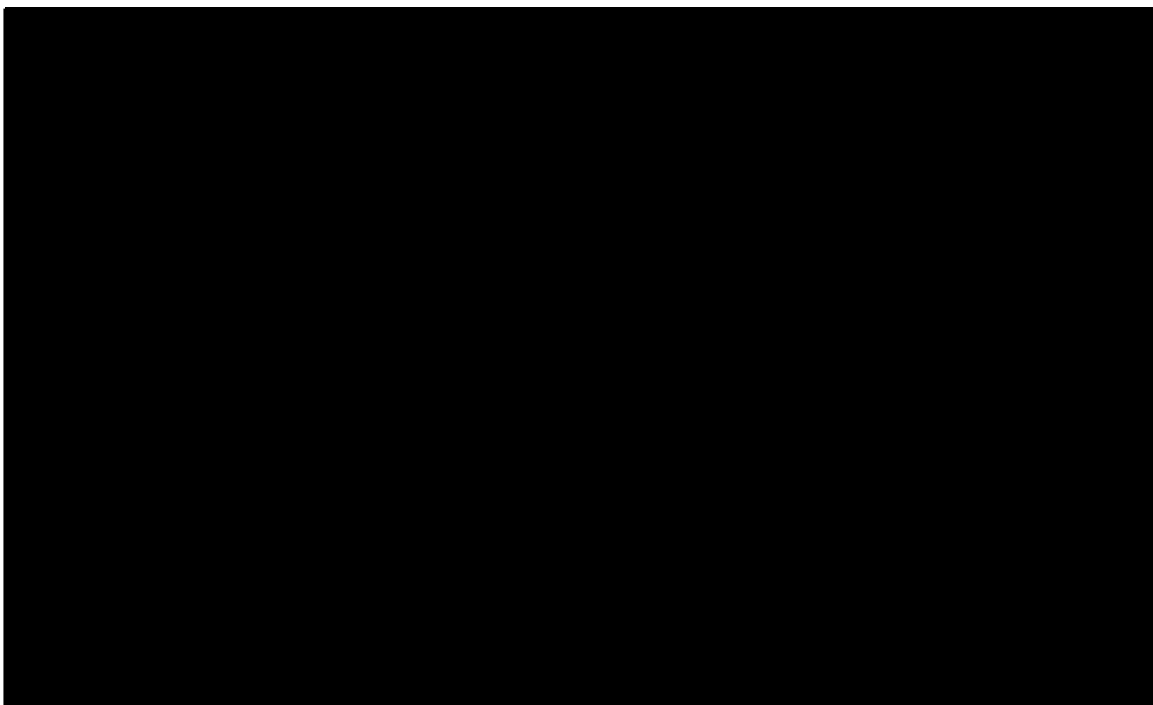
Docket No. E002/M-19-____

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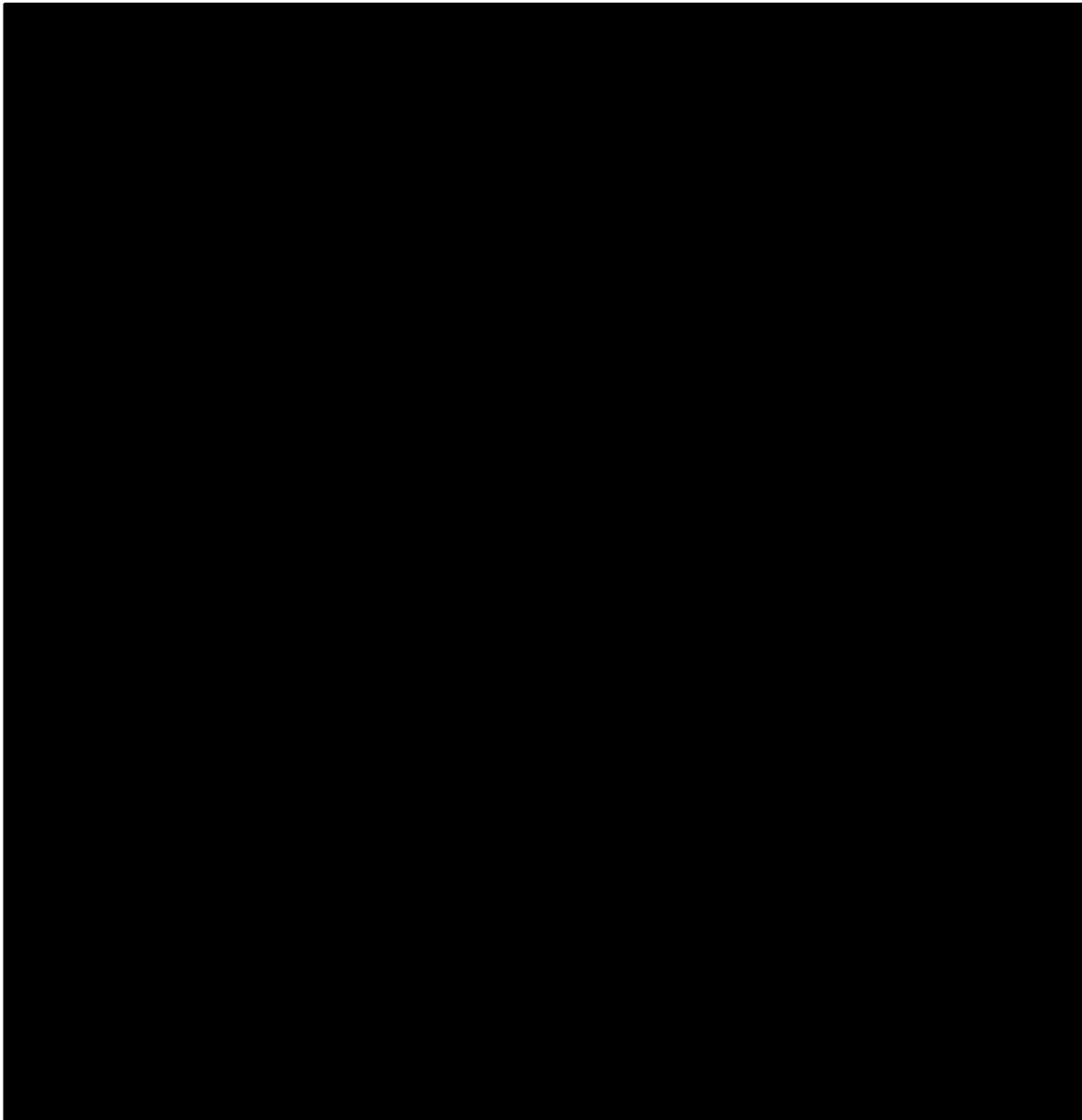
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Docket No. E002/M-19-____
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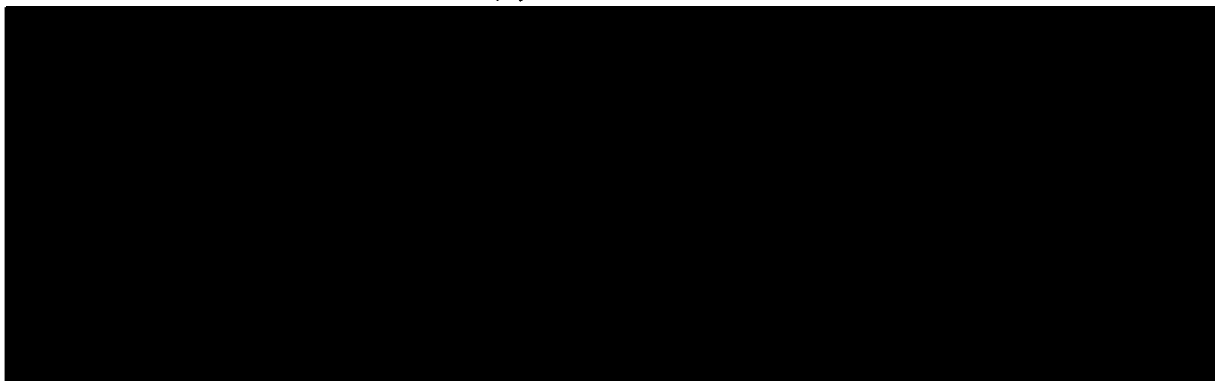
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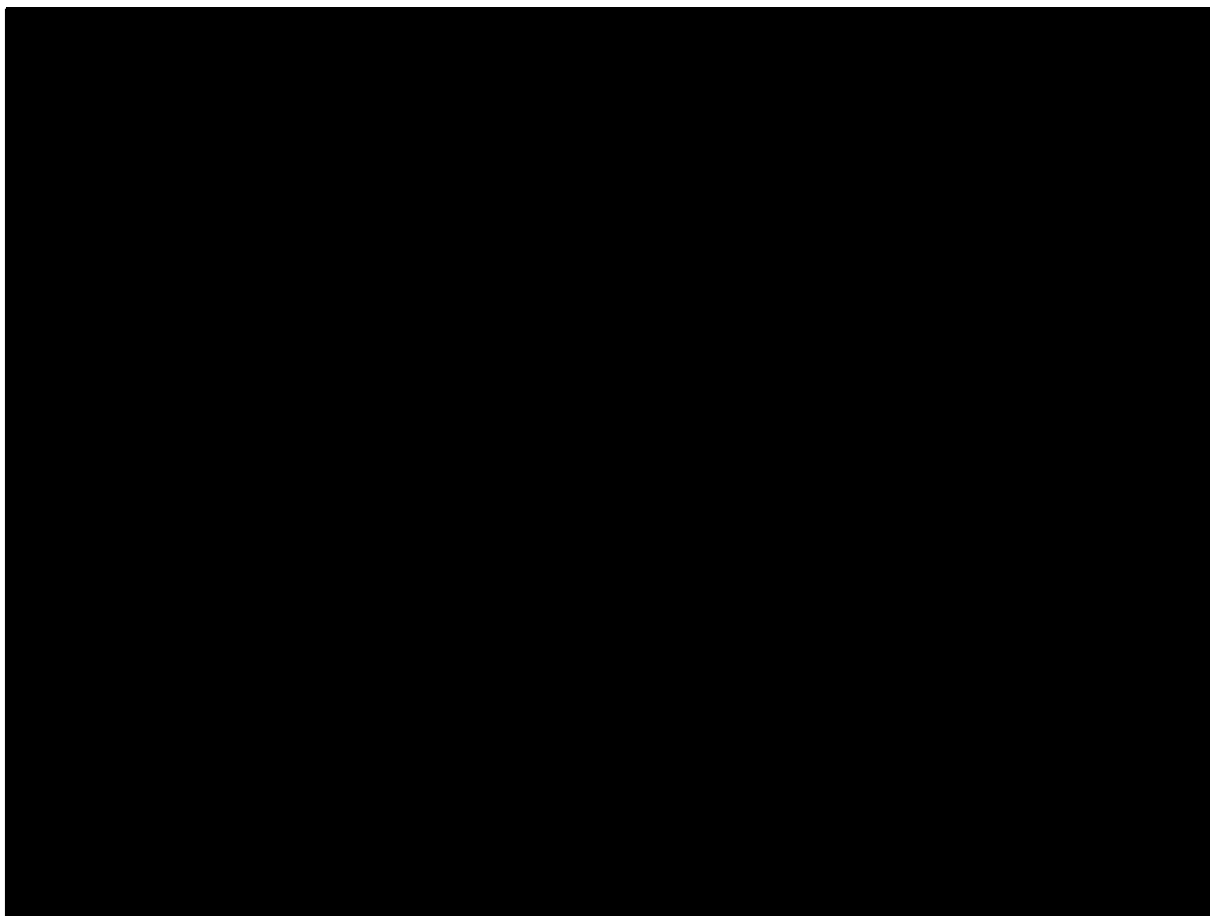


EXECUTION VERSION

**APPENDIX A-5
FIFTH GROUP OF IDENTIFIED COMPANY FACILITIES
AND POINT(S) OF INTERCONNECTION**



II.	Estimated Incremental Cost (in 2018 dollars, ± 50 percent)	\$1,680,000
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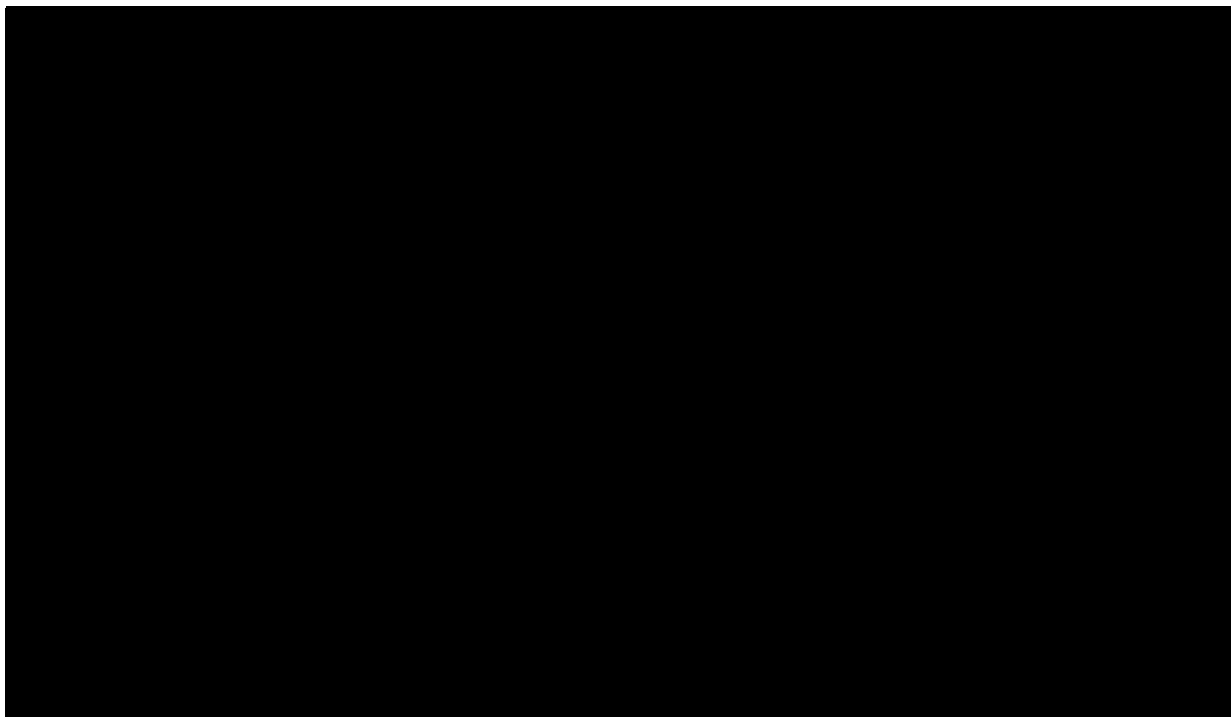
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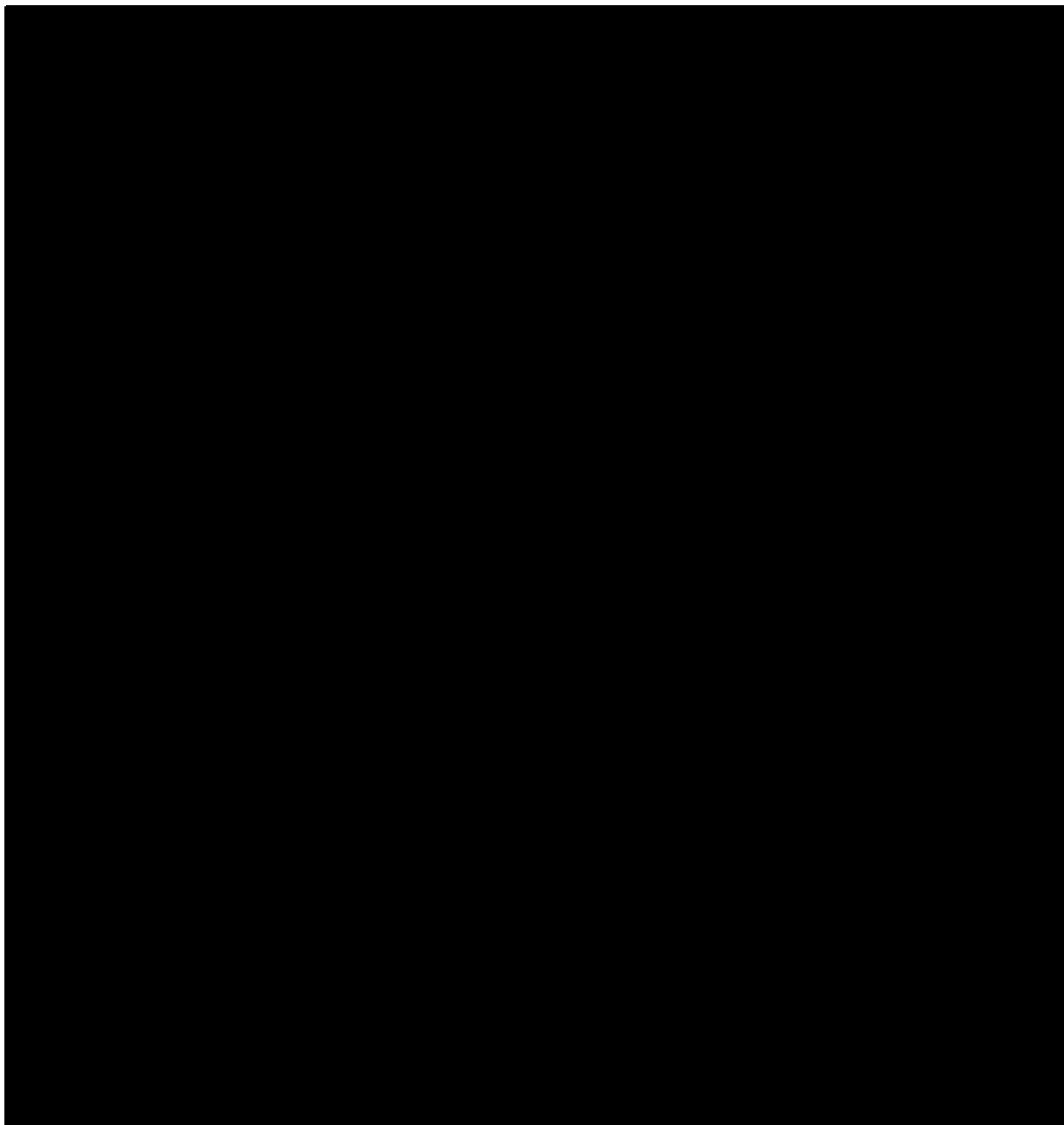
Docket No. E002/M-19-____

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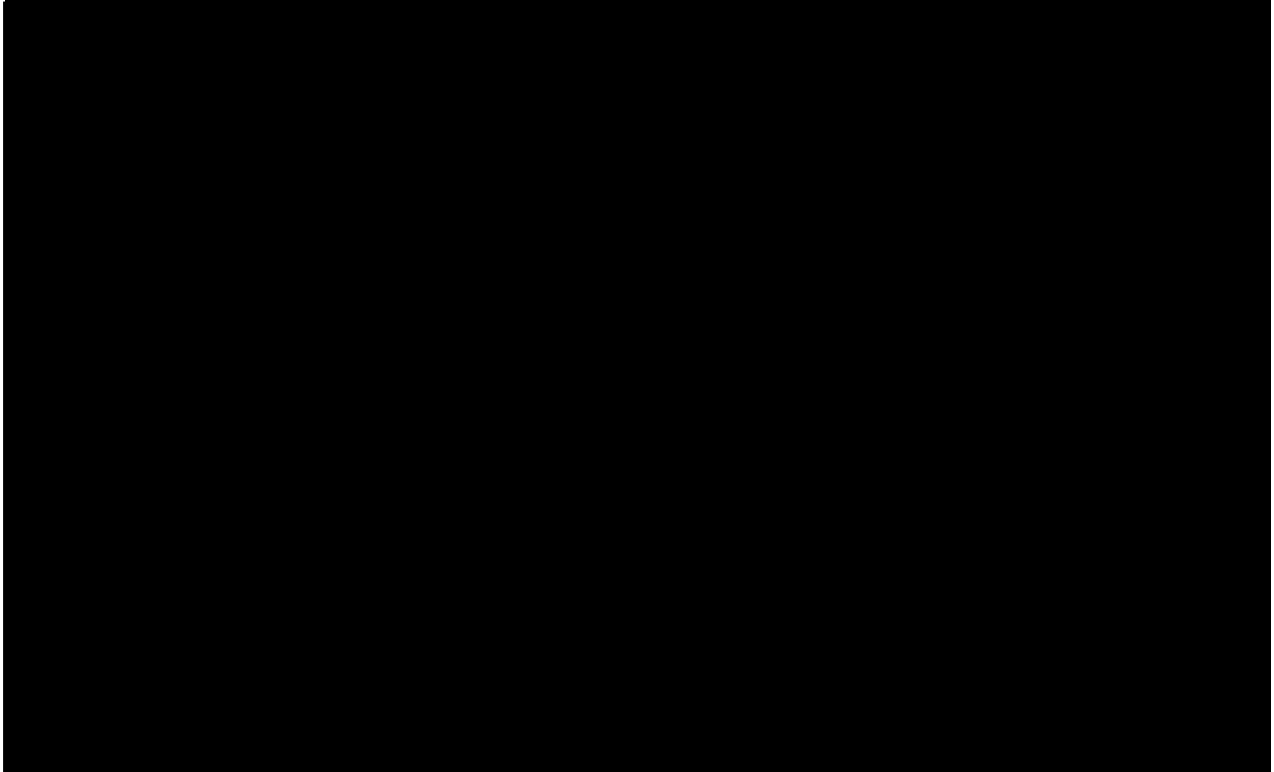
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EXECUTION VERSION

**APPENDIX B
IDENTIFICATION OF CUSTOMER FACILITIES**



EXECUTION VERSION

**APPENDIX C
TEMPLATE FOR NOTICE TO CONSTRUCT**

The Parties understand that Company need not endeavor to design, engineer, procure, permit, construct, and/or relocate (as appropriate) any of the Company Facilities until Company receives a Notice to Construct from Customer. Should Customer elect to issue a Notice to Construct, Customer will use the following form or another that is substantially similar to it for purposes of documenting its Notice to Construct pursuant to this Interconnection Agreement:

Date of Notice to Construct: _____

Appendix(ces) Selected for Construction: _____

Requested In-Service Date of the Company Facilities identified (date will be not sooner than as provided for in the Interconnection Agreement for Retail Electric Service at Transmission Voltage):

Any Other Relevant Information Reasonably Deemed Appropriate to Provide:

Upon receipt of a Notice to Construct, Company will design, engineer, procure, permit, construct, and/or relocate (as applicable) the Company Facilities identified, and will make Commercially Reasonable Efforts to meet the requested in-service date. Customer acknowledges that if Company reasonably believes that such requested in-service date is not plausible, the Parties will negotiate in good faith to identify a plausible in-service date for the Company Facilities identified. Notwithstanding the foregoing, if Company determines that it is unable to meet the requested in-service date for any reason, Company will notify Customer and describe the reasons for any delay.

In Witness Whereof, the Parties have confirmed this Notice to Construct to become part of Retail Electric Service at Transmission Voltage Interconnection Agreement between the Parties dated _____, 20____, and to be duly executed as of this ____ day of _____, 20____.

[CUSTOMER NAME]

By: _____

Name: _____

Title: _____

Date: _____



EXECUTION VERSION

APPENDIX D
ADDRESSES FOR NOTICES

For Customer:	For Company:
<p>Honeycrisp Power LLC c/o Kutak Rock LLP Todd J. Guerrero 60 South Sixth Street Suite 3400 Minneapolis, MN 55402 Email: todd.guerrero@kutakrock.com Phone: 612-334-5000</p> <p>With copy to:</p> <p>Kutak Rock LLP Todd J. Guerrero 60 South Sixth Street Suite 3400 Minneapolis, MN 55402 Email: todd.guerrero@kutakrock.com Phone: 612-334-5000</p>	<p>Xcel Energy Inc. Northern States Power Company Managed Accounts 401 Nicollet Mall – 7th floor Minneapolis, MN 55401 Attn: Christopher Conrad</p> <p>With copy to:</p> <p>Xcel Energy Services Inc. Legal Department 401 Nicollet Mall – 8th Floor Minneapolis, MN 55401 Attn: General Counsel</p>
For Invoices:	
[N/A]	[N/A]
For Operational Matters:	
[N/A]	[N/A]



APPENDIX E

FORM OF GUARANTY

GUARANTY

THIS GUARANTY, dated as of last date this Guaranty is signed by either party as set forth below, is executed by the company identified below as the guarantor, a _____ corporation ("Guarantor") in favor of Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, with its principal place of business at 401 Nicollet Mall, Minneapolis, Minnesota 55401 ("Creditor").

Whereas, Creditor is a public utility as defined under Minnesota law which proposes to provide electric service to one or more affiliates of Guarantor for a Data Center proposed to be constructed within Creditor's assigned service area (the "Data Center"), with a potential investment of more than _____ over the life of the project.

Whereas, in furtherance of the proposal to have Creditor provide electric service to the Data Center: (a) one or more affiliate(s) of Guarantor including [Honeycrisp Power LLC, a _____ corporation] and [_____, a _____ corporation] and other such affiliates as may enter into agreements with Creditor in connection with provision of electric service to the Data Center ("Obligor") has entered or seeks to enter into certain contracts, agreements, and arrangements with Creditor, including: (i) Retail Electric Services Agreement of even date herewith (the "Retail Electric Service Agreement"), (ii) Competitive Response Rider Agreement of even date herewith (the "CRRR"), and (iii) Interconnection Agreement for Retail Electric Service at Transmission Voltage of even date herewith (the "Interconnection Agreement") (such agreements collectively referred to herein as the "Contract"); and (b) Guarantor is the parent corporation or an affiliate of Obligor, will receive substantial benefit from the Contract, and accordingly has agreed to guarantee Obligor's obligations under the Contract to induce Creditor to enter into the Contract.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Guarantor and Creditor hereby agree as follows:

1. Guaranty.

(a) Guarantor hereby absolutely, irrevocably, unconditionally and fully guarantees, and promises to perform, each Obligation (as defined below) of Obligor under the Contract on demand by Creditor, provided, however, that nothing herein shall require Guarantor to make any payment to Creditor in excess of that which Obligor was liable for under the Contract. For purposes of this Guaranty, "Obligation" shall include all payments, liabilities, and obligations owed by Obligor to Creditor for the payment of money now existing or hereafter arising pursuant to the terms of the Contract up to a maximum of _____.

_____. This is a guaranty of payment, not of collection, and as such, Creditor shall not be required to institute, pursue, or exhaust any remedies against Obligor before instituting suit, obtaining judgment, and executing thereon against Guarantor under this Guaranty. This Guaranty

shall survive termination of any part of the Contract to the extent necessary to enforce and complete the rights, duties, and obligations of Creditor and Obligor thereunder. Except as otherwise provided in Section 1(g) hereof, in no event shall Guarantor's liability under this Guaranty for defaulted Obligations at any time exceed _____.

(b) Guarantor's obligations under this Guaranty are continuing obligations and are not satisfied or discharged in full by an intermediate payment or settlement of account by Obligor. This Guaranty constitutes an independent guaranty of payment, and is not conditioned on or contingent upon any attempt to enforce in whole or in part any Obligations of Obligor to Creditor or the existence or continuance of Obligor as a legal entity, nor will this Guaranty be released, impaired, or affected by the consolidation or merger of Obligor with or into any other entity, the sale, lease, or disposition by Obligor of all or substantially all of its assets to any other entity, or the bankruptcy or insolvency of Obligor, the admission by Obligor of its inability to perform any obligation, or the making by Obligor of a general assignment for the benefit of creditors.

(c) Guarantor's obligations hereunder are primary obligations and not those of mere sureties. The obligations of Guarantor may be enforced by Creditor against Guarantor without first having recourse to any of its rights against Obligor or any other person and whether or not Creditor shall have proceeded against any other obligor principally or secondarily obligated with respect to any of the Obligations. If any Obligation is not performed according to its terms, Guarantor shall immediately upon receipt of written demand by Creditor (i) perform or cause Obligor to perform the Obligation, and (ii) pay, reimburse, and indemnify Creditor against any liabilities, damages, and related costs (including attorneys' fees) incurred by Creditor as a result thereof, all in such manner and at such times as Creditor may direct.

(d) Guarantor may replace this Guaranty, and terminate its obligations hereunder, at any time upon at least ten (10) days written notice to Creditor but only if

(i) Obligor replaces this Guaranty at the time of notice with either a bank guaranty or standby letter of credit, in either case issued by a United States chartered bank with assets totaling a minimum of _____ and a minimum credit rating from _____ of the following three (3) rating agencies: of at least _____ by S&P _____ by Moody's, or _____ by Fitch; and not on credit watch or negative outlook by any rating agency (a "Qualified Bank") in the amount set forth in Section 1(a) hereof and in form acceptable to Creditor in its reasonable discretion, or

(ii) Obligor replaces this Guaranty at the time of notice with one by Alphabet Inc. in substantially the same form as this Guaranty, provided, however, that at the time Alphabet Inc. maintains a corporate credit rating from _____ of the following three rating agencies: of at least _____ by S&P, _____ by Moody's, or _____



by Fitch and not on credit watch or negative outlook by any rating agency (either (i) or (ii) referred to herein as a "**Replacement Guarantor**").

In the event that a Replacement Guarantor ceases to maintain the specified asset level and/or credit rating, Guarantor shall cause a Qualified Bank to issue a bank guaranty or standby letter of credit in the amount set forth in Section 1(a) hereof and in form acceptable to Creditor in its reasonable discretion.

(e) Satisfaction by Guarantor of any duty hereunder incident to a particular default or liability under the Contract or the occurrence of any other default shall not discharge Guarantor except with respect to the default satisfied, it being the intent of Guarantor that this Guaranty be continuing until such time as all of the Obligations have irrevocably been discharged and indefeasibly paid in full, at which time this Guaranty shall automatically terminate. If at any time the performance of any Obligation by Obligor or Guarantor is rescinded or voided under the federal Bankruptcy Code or otherwise, then Guarantor's duties hereunder shall continue and be deemed to have been automatically reinstated, restored, and continued with respect to that Obligation, as though the performance of that Obligation had never occurred, regardless of whether this Guaranty otherwise had terminated or would have been terminated following or as a result of that performance. This Guaranty shall terminate on the date Obligor has fully paid its Obligations under the Contract.

(f) The rights and remedies of Creditor hereunder shall be cumulative and not alternative to any other rights, powers, and remedies that Creditor may have at law, in equity, or under the Contract. The obligations of Guarantor hereunder are independent of those of Obligor and shall survive unaffected by the bankruptcy of Obligor. Creditor need not join Obligor in any action against Guarantor to preserve its rights set forth herein.

(g) Guarantor shall pay to Creditor, upon demand, and in addition to the maximum liability set forth in Section 1(a) hereof, all reasonable attorneys' fees and other expenses that Creditor may expend or incur in enforcing this Guaranty against Guarantor, whether or not suit is filed.

(h) Guarantor hereby waives and agrees not to assert or take advantage of:

(i) any right to require Creditor to proceed against Obligor or any other person, or to require Creditor first to exhaust any remedies against Obligor or any other person, before proceeding against Guarantor hereunder;

(ii) any defense based upon an election of remedies by Creditor;

(iii) any benefit of any laws limiting the liability of a surety;

(iv) any duty of Creditor to disclose to Guarantor any facts concerning Obligor, the Contract, or any other circumstances, that would, or allegedly would, increase the risk to Guarantor under this Guaranty, whether now known or hereafter learned by Creditor, it being understood that Guarantor is capable of and assumes the responsibility for being and remaining informed as to all such facts and circumstances;

(v) until all Obligations in Default have been indefeasibly paid in full, any rights of subrogation, contribution,

reimbursement, indemnification, or other rights of payment or recovery for any payment by it hereunder. For the avoidance of doubt, if any amount is paid to Guarantor in violation of this provision, such amount shall be held by Guarantor for the benefit of, and promptly paid to, Creditor;

(vi) any claim that Creditor has waived any right to enforce the Guaranty, or any claim that Guarantor be released from Guarantor's duties hereunder, except by a writing duly executed by Creditor expressly for such purpose; and

(vii) any set-offs, counterclaims, presentments, demands for performance, notices of non-performance, protests and notices of every kind that may be required by applicable law.

(i) This Guaranty is a continuing guaranty by the Guarantor of the Obligations. The Guarantor hereby consents and agrees that the following actions may be undertaken from time to time without notice to Guarantor:

(i) Creditor and Obligor may compromise or settle any unpaid or unperformed Obligation or any other obligation or amount due or owing, or claimed to be due or owing, under the Contract; and

(ii) Creditor may take or fail to take any action of any kind in respect of any security for the Obligations, or impair, exhaust, exchange, enforce, waive, or release any such security; and

(iii) Creditor may exercise or refrain from exercising any rights against Obligor or others in respect of the Obligations.

2. Representations and Warranties. Guarantor represents and warrants to Creditor that: (a) the execution, delivery, and performance of this Guaranty by the Guarantor is within the corporate powers of the Guarantor, has been duly authorized by all necessary corporate action, and does not and will not: (i) require any consent or approval of the stockholders of the Guarantor which has not been obtained, (ii) violate any provision of (a) the articles of incorporation or by-laws of the Guarantor or (b) any law, rule, regulation, order, writ, judgment, injunction, decree, determination, or award presently in effect having applicability to the Guarantor, except where the failure to comply, individually or in the aggregate, could not reasonably be expected to result in a material adverse effect; (iii) require the consent or approval of, or filing or registration with, any governmental body, agency or authority, or (iv) result in a breach of or constitute a default under, or result in the imposition of any lien, charge, or encumbrance upon any property of the Guarantor; and (b) this Guaranty constitutes the legal, valid, and binding obligation of the Guarantor enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy or similar laws affecting the enforceability of creditors' rights generally; and (c) Guarantor is a corporation duly organized, validly existing, authorized to do business and in good standing under the laws of the state of its incorporation; and (d) Obligor is a direct or indirect subsidiary of Guarantor, and Guarantor shall benefit from execution of the Agreement.

3. Miscellaneous.

(a) All notices or other communications to Creditor or Guarantor under this Guaranty shall be in writing and delivered by courier, signature on receipt required, or via mail with a copy via confirmed facsimile, to the addresses stated in this Guaranty (or



such other address as is provided for notice purposes in writing) and shall be effective upon delivery.

(b) This Guaranty may not be amended or modified, nor may any provision be waived, except by written instruments signed by Guarantor and Creditor expressly for such purpose.

(c) This Guaranty shall be binding upon and inure to the benefit of Creditor and Guarantor and their respective successors and permitted assigns, provided, however, that neither Guarantor nor Creditor shall assign its rights and obligations hereunder without the prior written consent of the other party, and any assignment without the prior written consent of the other party shall be null and void.

(d) If at any time any provision of this Guaranty is deemed to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining provisions of this Guaranty shall not in any way be affected or impaired thereby.

(e) This Guaranty shall be governed by and construed in accordance with the laws of the State of [REDACTED] without reference to conflicts of law rules.

(f) Any action or proceeding arising out of this Guaranty shall be brought and enforced in the courts of [REDACTED]

[REDACTED] and the Guarantor and Creditor each hereby irrevocably submits to the jurisdiction of such courts and waives any objection based on *forum non conveniens* or to venue of any action instituted hereunder.

(g) Each party hereby irrevocably waives any and all rights to a trial by jury with respect to any legal proceeding arising out of or related to this Guaranty or any Obligations arising under the Contract.

(h) This Guaranty will terminate on the earliest to occur of the following: (i) Obligor or Guarantor has irrevocably and indefeasibly made all payments to Creditor that comprise the Obligation, and (ii) Guarantor has been expressly released from this Guaranty in writing by Creditor. Upon the first to occur of such events, Creditor agrees to confirm the termination of this Guaranty in writing.



IN WITNESS WHEREOF, the parties have caused this Guaranty to be executed as of the date stated below.

GUARANTOR: Google Inc.

By: _____
Name: Karin Kimbrough
Title: Assistant Treasurer
Date: / /

Address: 1600 Amphitheatre Parkway, Mountain View, CA 94043
Telephone: _____

OBLIGOR: [Honeycrisp Power LLC]

Address: _____

CREDITOR: NORTHERN STATES POWER COMPANIES
A MINNESOTA CORPORATION

By: _____
Name: _____
Title: _____
Date: / /

Address: _____
Telephone: _____
Facsimile: _____



CERTIFICATE OF SERVICE

I, Lynnette Sweet, hereby certify that I have this day served copies of the foregoing document on the attached list of persons.

xx by depositing a true and correct copy thereof, properly enveloped with postage paid in the United States mail at Minneapolis, Minnesota

xx electronic filing

XCEL ENERGY MISCELLANEOUS ELECTRIC SERVICE LIST

Dated this 10th day of January 2019

/s/

Lynnette Sweet
Regulatory Administrator

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Corey	Conover	corey.conover@minneapolismn.gov	Minneapolis City Attorney	350 S. Fifth Street City Hall, Room 210 Minneapolis, MN 554022453	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
George	Crocker	gwillc@nawo.org	North American Water Office	PO Box 174 Lake Elmo, MN 55042	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Joseph	Dammel	joseph.dammel@ag.state.mn.us	Office of the Attorney General-RUD	Bremer Tower, Suite 1400 445 Minnesota Street St. Paul, MN 55101-2131	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Ian	Dobson	residential.utilities@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
John	Farrell	jfarrell@ilsr.org	Institute for Local Self- Reliance	1313 5th St SE #303 Minneapolis, MN 55414	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 280 Saint Paul, MN 551012198	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Edward	Garvey	edward.garvey@AESLconsulting.com	AESL Consulting	32 Lawton St Saint Paul, MN 55102-2617	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Janet	Gonzalez	Janet.gonzalez@state.mn.us	Public Utilities Commission	Suite 350 121 7th Place East St. Paul, MN 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Kimberly	Hellwig	kimberly.hellwig@stoel.com	Stoel Rives LLP	33 South Sixth Street Suite 4200 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Michael	Hoppe	il23@mtn.org	Local Union 23, I.B.E.W.	932 Payne Avenue St. Paul, MN 55130	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Alan	Jenkins	aj@jenkinsatlaw.com	Jenkins at Law	2265 Roswell Road Suite 100 Marietta, GA 30062	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Linda	Jensen	linda.s.jensen@ag.state.mn.us	Office of the Attorney General-DOC	1800 BRM Tower 445 Minnesota Street St. Paul, MN 551012134	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Richard	Johnson	Rick.Johnson@lawmoss.com	Moss & Barnett	150 S. 5th Street Suite 1200 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Sarah	Johnson Phillips	sarah.phillips@stoel.com	Stoel Rives LLP	33 South Sixth Street Suite 4200 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Mark J.	Kaufman	mkaufman@ibewlocal949.org	IBEW Local Union 949	12908 Nicollet Avenue South Burnsville, MN 55337	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Thomas	Koehler	TGK@IBEW160.org	Local Union #160, IBEW	2909 Anthony Ln St Anthony Village, MN 55418-3238	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Michael	Krikava	mkrikava@briggs.com	Briggs And Morgan, P.A.	2200 IDS Center 80 S 8th St Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Douglas	Larson	dlarson@dakotaelectric.com	Dakota Electric Association	4300 220th St W Farmington, MN 55024	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Peder	Larson	plarson@larkinhoffman.com	Larkin Hoffman Daly & Lindgren, Ltd.	8300 Norman Center Drive Suite 1000 Bloomington, MN 55437	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Peter	Madsen	peter.madsen@ag.state.mn.us	Office of the Attorney General-DOC	Bremer Tower, Suite 1800 445 Minnesota Street St. Paul, Minnesota 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misl Electric
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