

US Solar Flat Rate SunscriptionSM Agreement

This Flat Rate SunscriptionSM Agreement (this “**Agreement**”) is entered into by and between US Solar LLC (together with its successors and assignees, “US Solar” or “we”) and the Subscriber described below (together with any permitted transferees, “Project Subscriber” or “you”) (each a “**Party**” and collectively the “**Parties**”) and is effective as of the date signed by the Parties (the “**Effective Date**”).

Project Subscriber:		US SolarSM:																	
Name and Address	City of Lake Elmo 3800 Laverne Ave N Lake Elmo, MN 55042 Attention: Kristina Handt	Name and Address	US Solar LLC 100 N 6 th Street, Suite 218C Minneapolis, MN 55403 Attention: MN CSG Notices																
Phone	651-747-3905	Phone	(612) 294-6978																
E-mail	KHandt@lakeelmo.org	E-mail	info@us-solar.com																
Premises and Account Numbers	<table border="0"> <tr> <td>Account</td> <td>Premise</td> </tr> <tr> <td>51-4504807-7</td> <td>303135351</td> </tr> <tr> <td></td> <td>302177887</td> </tr> <tr> <td></td> <td>302271471</td> </tr> <tr> <td>51-5356323-8</td> <td>303567606</td> </tr> <tr> <td></td> <td>303035927</td> </tr> <tr> <td>51-4580376-5</td> <td>304120112</td> </tr> <tr> <td></td> <td>302429100</td> </tr> </table>	Account	Premise	51-4504807-7	303135351		302177887		302271471	51-5356323-8	303567606		303035927	51-4580376-5	304120112		302429100		
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Community Solar Garden Allocation	An amount expected to produce up to 129,678 kWh, equal to 120% of Project Subscriber's average annual electricity consumption (“AAEC”) (net of any other distributed generation resources serving a relevant Premises) over the prior twenty-four (24) months with respect to its eligible Account and Premises numbers, allocated to multiple projects. Project Subscriber’s AAEC is equal to approximately 108,065 kWh.																		

This Agreement sets forth the terms and conditions of your subscription to the Community Solar Garden(s) described in **Exhibit B** (individually and collectively, as context requires, a “**Project**”) and installed at the Community Solar Garden Site(s) described in **Exhibit B** (individually and collectively, as context requires, a “**Project Site**”). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Standard Contract for Solar Rewards Community contract (“**SRC Contract**”).

The exhibits listed below are incorporated by reference and made part of this Agreement.

- Exhibit A** Definitions
- Exhibit B** Project(s) and Project Site(s)
- Exhibit C** Bill Credit Types, Current Bill Credit Rates, and Current SunscriptionSM Rates
- Exhibit D** Estimate of Subscribed Energy

- Exhibit E** [Reserved]
- Exhibit F** Form of SRC Contract
- Exhibit G** Form of Agency Agreement
- Exhibit H** Project Subscriber Data

**ARTICLE 1
SUBSCRIPTION**

1.1 **Subscribing to Project Capacity.** You are subscribing to the Community Solar Garden Allocation (“**CSG Allocation**”) identified for each Project on the front page of this Agreement on the terms and conditions set forth herein.

1.2 **Bill Credit Value.** As more fully detailed in the SRC Contract, your CSG Allocation entitles you to receive a Bill Credit against your monthly retail electrical bill equal to the product of (i) the amount of your Subscribed Energy for each Production Month, and (ii) your applicable Bill Credit Rate. Bill Credits are the dollar amounts paid by NSP to you as a credit on your retail electric bill to compensate you for your beneficial share of the solar electricity produced by the Project and delivered to NSP from the Project.

1.3 **Bill Credit Rate.** Bill Credit Rates are found in the CSG Tariff. The Bill Credit Rates in effect as of the Effective Date are as follows:

Customer Class	Bill Credit Type	Bill Credit Rate per kWh (AC) for Energy Delivered to Company
	Standard	\$0.12798
	Enhanced – Solar Gardens > 250kW (AC)	\$0.14798
	Standard	\$0.10296
	Enhanced – Solar Gardens > 250kW (AC)	\$0.12296

Your Bill Credit Rate will be updated annually (or otherwise as provided by order of the MPUC) during the Term only to reflect any updates in the applicable retail rate (labeled the “Standard” rate in the chart above) with respect to your customer class, as reflected in the CSG Tariff. The amount of the CSG “Enhanced” rate premium over the Standard rate reflects the value of the Project’s RECs sold and delivered by us to NSP. Per the CSG Tariff, the amount of CSG “Enhanced” rate premium over the Standard rate will not change over the Term. Please see Exhibit C for your account by account Bill Credit Type, current Bill Credit Rates, and current SunscriptionSM Rates.

1.4 **Subscribed Energy.** The estimated amount of Subscribed Energy produced by your CSG Allocation over the Term is set forth in Exhibit D.

1.5 **SunscriptionSM Rate and Payments.**

(a) Your SunscriptionSM Rate for each Project for each Production Month shall be equal to \$0.1199/kWh for each of your General Service accounts and \$0.1444/kWh for each of your Small General Service accounts. Please see Exhibit C for additional details about Bill Credit types, current Bill Credit Rates, and current SunscriptionSM Rates.

(b) The monthly payment amount you owe to US Solar (each, a “**SunsubscriptionSM Payment**”) is equal to the product of (i) your Subscribed Energy produced in a given Production Month, and (ii) your SunsubscriptionSM Rate.

(c) SunsubscriptionSM Payments will be invoiced monthly, beginning the first month after the Date of Commercial Operation (“**COD**”) of each particular Project, and you agree to make the full monthly SunsubscriptionSM Payment within forty (40) days of receiving our invoice.

(d) We shall provide you with written notice of the Date of Commercial Operation.

1.6 No Additional Funds. The SunsubscriptionSM Payments represent full payment by you for your CSG Allocation subscription, and we shall not have any right to compel you to advance or pay any additional funds for the construction or maintenance of the Project or your CSG Allocation.

1.7 Ownership Limitation. Project Subscriber is not purchasing, and US Solar is not selling or transferring to Project Subscriber:

- (a) Any ownership or lien in any specific modules or tangible component of the Project;
- (b) Any ownership or membership interests or rights in US Solar or any entity which owns or may subsequently own the Project (for each Project, a “**Project Owner**”) or any financial rights or distributions associated with such ownership;
- (c) Any right to any payment by NSP to US Solar or the Project Owner with respect to Unsubscribed Energy;
- (d) Any right to manage, direct, control or operate the Project, US Solar or Project Owner; or
- (e) Any RECs produced by the Project or any payment by NSP to US Solar or Project Owner with respect to the RECs.

1.8 Term. The term of the Agreement (“**Term**”) shall begin on the Effective Date and shall end, with respect to each Project, twenty five years after the COD of such Project unless otherwise provided for in this Agreement..

ARTICLE 2 STANDARD CONTRACT FOR SOLAR REWARDS COMMUNITY

2.1 SRC Contract. With respect to each Project, US Solar or the applicable Project Owner will enter into the SRC Contract once offered by NSP. Please see Exhibit F for the form of SRC Contract. Among other things, the SRC Contract provides for the following:

- (a) US Solar acting as the Community Solar Garden Operator;
- (b) Sale and delivery to NSP of all electricity and RECs generated by the Project for a term of twenty five (25) years;
- (c) Allocation to Subscribers by NSP of Bill Credits in exchange for delivery by US Solar, or the applicable Project Owner, of the electricity and RECs generated by the Project; and

- (d) US Solar ensuring compliance with the Community Solar Garden Statutory Requirements (“**Eligibility Requirements**”), which include eligibility requirements relating to both the Project and Subscribers.

2.2 Subscriber Agency Agreement and Consent Form. Attached to the SRC Contract is a Subscriber Agency Agreement and Consent Form (“**Agency Agreement**”) that you will be required to sign. Please see Exhibit G for the form of Agency Agreement. Among other things, the Agency Agreement provides for the assignment of energy and RECs to NSP and provides information regarding the following:

- (a) Data access, control, and disclosure;
- (b) Contacting NSP about certain questions regarding your Bill Credits; and
- (c) Contacting US Solar about questions regarding this Agreement, NSP’s data policies, and Project-related items.

**ARTICLE 3
ELIGIBILITY AND EXCESS BILL CREDIT PURCHASE**

3.1 Eligibility Data. You acknowledge that the account data contained in Exhibit H is complete and accurate and that US Solar may use the data for purposes of confirming your conformance with the applicable Eligibility Requirements. You agree to provide US Solar and the applicable Project Owner with any additional information we request to determine, verify, or confirm your eligibility at any time during the Term.

3.2 Authorization to Access Data. You authorize US Solar and the applicable Project Owner to use all eligibility data set forth in Exhibit H, as well as your electric bills for each Eligible Address for the most recent twenty-four (24) months, to assist US Solar and the applicable Project Owner in confirming your eligibility.

3.3 Credit Information. Subject to the confidentiality and privacy provisions of Section 8.1, you agree to provide US Solar with information reasonably necessary for US Solar, the Project Owner, or its Financing Parties to confirm your creditworthiness.

3.4 Excess Bill Credit Purchase. As per the SRC Contract, any excess Bill Credits (i.e., Bill Credits in a billing period that exceed the amount you owe NSP for your regular retail service in that period) will be carried forward and credited against all charges for at least a twelve (12) month cycle. Under the SRC Contract, NSP will be required to purchase from you all such Bill Credits with the billing statement that includes the last day of February and restart the credit cycle the following period with a zero credit balance.

**ARTICLE 4
US SOLAR RESPONSIBILITIES**

4.1 Design and Implementation. We agree to develop, design, finance and construct the Project(s), including, but not limited to, site acquisition, the filing of interconnection applications and procurement of an interconnection agreement with NSP, the selection and procurement of Project components, and the installation and testing of all Project components.

4.2 Application Process. We shall submit each Project to NSP for approval as a Community Solar Garden (“**CSG**”) in accordance with the CSG Tariff and shall provide all information required by NSP to determine the completeness of our application and technical viability of each Project. Once offered by NSP, we (or the applicable Project Owner) shall enter into the SRC Contract, interconnection agreement, and other agreements with NSP that may be necessary to qualify each Project as a CSG and for the Project to operate and deliver energy to NSP.

4.3 Timeliness. In keeping with the time requirements set forth in the SRC Contract, we shall use commercially reasonable efforts to finish construction and installation of each particular Project within twenty four (24) months after NSP has deemed complete our CSG application with respect to such Project.

4.4 Eligibility Compliance. US Solar is responsible for confirming compliance with the Eligibility Requirements, including verification of the eligibility information you have provided to US Solar.

4.5 Maintenance. We will maintain the Project in a prudent manner and in accordance with industry standards throughout the Term. We will provide you with notice of any material repair or replacement event that is reasonably anticipated to exceed one hundred eighty (180) days.

4.6 Insurance. We will maintain insurance consistent with the requirements of the SRC Contract and Interconnection Agreement and/or any Financing Party, and shall use commercially reasonable efforts to name Project Subscriber as an additional insured with respect to commercial general liability insurance procured in connection therewith.

4.7 Performance Ratio Guarantee. Commencing at the end of the third calendar year following the year in which the last Project reaches COD, we guarantee that the average annual Subscribed Energy produced during the prior (3) calendar years (“Average Annual Production”), shall not be less than eighty-five percent (85%) of your Estimate of Subscribed Energy, as enumerated in Exhibit D, and as adjusted for Force Majeure Events (“Guaranteed Production”), for the applicable calendar year. In any year in which your Average Annual Production does not equal or exceed the Guaranteed Production, we will pay you an amount equal to one thousand dollars (\$1,000.00) within forty five (45) days following the end of the applicable calendar year.

ARTICLE 5 FURTHER INFORMATION

5.1 Unsubscribed Energy. Unsubscribed Energy will be purchased by NSP from the Project in accordance with the SRC Contract and Applicable Laws.

5.2 Reserves. US Solar will establish reserve funds available for use to maintain the Project and pay Project operating expenses such as taxes, maintenance, insurance, and management services for the Term.

5.3 Other Agreements and Documents.

(a) Upon your request we will provide the following when and as available:

- i. Copy of the SRC Contract between NSP and the Project Owner;
 - ii. Copy of the solar module warranty;
 - iii. Certificate(s) of insurance; and
 - iv. Long-term maintenance plan.
- (b) We will provide you with any other information that you may request, or that we may be required to deliver, under the CSG Tariff.
- (c) You agree to sign an acknowledgment of receipt of any such materials.

5.4 **Information Sharing.** The Parties acknowledge the Agency Agreement contains certain provisions relating to “Subscriber Account Information” and “Subscriber’s Energy Use Data” and agree to adhere to those provisions.

5.5 **Fair Disclosure.** You acknowledge that, prior to entering into this Agreement and becoming a Subscriber, we provided you with a copy of the SRC Contract. US Solar will comply with all other requirements of the MPUC and CSG Tariff with respect to communications with you.

5.6 **Taxes.** You recognize that neither we nor NSP makes any representations or warranties concerning the taxable consequences, if any, to you with respect to your Bill Credits, your SunscriptionSM Payments, or your participation in the Project. We are responsible for paying the Minnesota Solar Energy Production Tax, if any, under Minnesota Statutes 272.0295 and all amendments thereto. We are also responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against us due to our ownership of the Project. We are not obligated for any taxes payable by or assessed against Project Subscriber based on or related to Project Subscriber’s overall income or revenues. You are responsible to either pay or reimburse us for any and all other Taxes assessed on the sale, delivery, or consumption of your Bill Credits.

5.7 **Securities Laws.** Neither we nor NSP makes any representations or warranties concerning the implication of any federal or state securities laws with respect to this Agreement or your CSG Allocation. Neither this Agreement nor your CSG Allocation has been registered under the Securities Act of 1933, as amended, or any state securities laws. US Solar does not believe this Agreement or the CSG Allocation constitute a security governed by such laws but, in the event any such securities laws may apply, Project Subscriber represents that, as of the Effective Date, it is an “accredited investor” as that term is defined in Rule 501 of the Securities and Exchange Commission under the Securities Act of 1933, as amended. Project Subscriber agrees that it is not entering into this Agreement or acquiring the Bill Credits for the purpose of making a market in such interests or trading them on any securities market or equivalent thereof which might fall within the scope of such laws. You are urged to seek your own professional advice on these matters.

ARTICLE 6 TRANSFERABILITY

6.1 **General.** This Agreement and your Bill Credits are your personal property. Your ability to continue to receive Bill Credits is dependent upon your continuing compliance with the applicable Eligibility Requirements and your payment of the SunscriptionSM Payments. This Agreement and the Bill Credits are transferable only as set forth below. This Agreement and the

Bill Credits are not transferable by you, whether voluntarily or by operation of law, at any time when you are in default under this Agreement, unless as approved by US Solar.

6.2 Sale or Transfer to Other Eligible Subscribers. You may voluntarily sell or transfer this Agreement, or any portion of your CSG Allocation (but not less than the minimum set by Eligibility Requirements), for any reason (but not more than once in any twelve (12) month period) and to any person or entity who, at the time of the sale or transfer meets applicable Eligibility Requirements for the relevant Project(s). Any amounts you collect from a transferee in respect of your transfer of this Agreement, or any portion of your CSG Allocation, belongs to you. Neither US Solar nor a Project Owner will have any claim or right to any such amounts you may receive.

Your sale or transfer of your CSG Allocation for any Project is expressly conditioned upon:

- (a) US Solar receiving at least ninety (90) days' prior written notice identifying the prospective purchaser or transferee, providing the physical address at which it takes electric service from NSP, the NSP account number and all other information needed to determine its eligibility to be a Subscriber, as well as any other subscriptions in the relevant Project or other CSGs held by the proposed transferee, and any solar facility owned or leased by the proposed transferee at the address associated with the proposed transfer;
- (b) Receipt by US Solar of authorizations from the proposed transferee needed to access their NSP account data, and receipt by US Solar of usage data at the proposed transferee's address needed to calculate its historic electrical usage;
- (c) Determination by US Solar that the proposed transferee is eligible to be a Subscriber in the relevant Project and that its participation as a Subscriber will not cause the Project to fail any Eligibility Requirement or otherwise fail to comply with any Applicable Laws or contractual obligations to NSP;
- (d) The proposed transferee's (i) express written assumption of this Agreement or execution and delivery of a new subscription agreement with US Solar as to the CSG Allocation on terms acceptable to US Solar, including the cure of any prior defaults arising under this Agreement; and (ii) execution of an Agency Agreement or any other document reasonably required by US Solar or NSP to effectuate the transfer and maintain compliance with the Eligibility Requirements;
- (e) The proposed transferee meeting our credit requirements; and
- (f) US Solar receiving any applicable Cover Cost Amount from Project Subscriber.

US Solar shall notify NSP of any such transfer so that NSP may change the applicable Subscriber benefits to apply to the transferee's retail NSP electric account.

6.3 Relocation/Sale of Eligible Address.

- (a) If during the Term you move from an Eligible Address and are no longer the NSP account-holder at that address, you may transfer all or part of your CSG Allocation to another Eligible Address of yours (new or existing) conditioned on the following:

- i. You provide us with at least ninety (90) days' notice of such transfer; and
 - ii. We determine that the new address, including the prior electrical usage at that address, will allow for the transferred CSG Allocation to continue to meet the applicable Eligibility Requirements.
- (b) If during the Term you move from or sell an Eligible Address and are no longer the NSP account-holder at that address, and you are not relocating to a new Eligible Address or do not have sufficient subscription capacity an another Eligible Address, before moving you must either:
 - i. Sell or transfer the relevant portion of your CSG Allocation in accordance with Section 6.2. If requested by you, we will use commercially reasonable efforts for up to one hundred eighty (180) days to assist you in this process; or
 - ii. Cancel the relevant portion of your CSG Allocation pursuant to Section 10.1 (a)(iii) below.
- (c) You are obligated to maintain compliance with the applicable Eligibility Requirements and to notify us if you plan to be out of compliance. You acknowledge that your failure to maintain compliance with the applicable Eligibility Requirements may result in NSP not paying you Bill Credits and our cancellation of the relevant CSG Allocation.
- (d) This Agreement confers to us no right to interfere with, or require our consent to, your sale or transfer of your real property.

ARTICLE 7 FINANCING

7.1 Consent. We may, without your prior consent, in whole or in part, (i) assign, mortgage, pledge or otherwise collaterally assign our interests in this Agreement and the Project to any Financing Party, (ii) directly or indirectly assign this Agreement and the Project to a Project Owner or an affiliate or subsidiary of ours, (iii) assign this Agreement and the Project to any entity through which we are obtaining financing or capital for the Project; and (iv) assign this Agreement and the Project to any person succeeding to all or substantially all of our assets. In the event of any such assignment (other than a collateral assignment), we shall be released from all our liabilities and other obligations under this Agreement (only upon assumption of our obligations hereunder by the assignee). However, any assignment of our rights and/or obligations under this Agreement shall not result in any change to your rights and obligations under this Agreement. A Financing Party may assign its interest at any time, and without your consent, to another person or another Financing Party. If the Financing Party or its successor becomes the owner of our interest by foreclosure or otherwise, it may sell or transfer that interest to any third party without your consent. Notwithstanding anything to the contrary in this Agreement, we must provide notice to you notice of any assignment or reassignment of this Agreement within ten (10) days of such event, although our failure to do so shall not invalidate an assignment or reassignment otherwise authorized under this Agreement.

7.2 Changes. You acknowledge that we may obtain construction and long-term financing from one or more Financing Parties. Both Parties agree in good faith to consider and

to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental terms of this Agreement. In connection with any assignment by us (or the Financing Parties, as described below), you agree to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties (in no event shall you be required to sign such consent, estoppel or acknowledgement if it indirectly modifies the fundamental terms of this Agreement). If this Agreement applies to more than one Project, you also agree to execute a separate Agreement for each Project if requested by us in connection with such assignment.

7.3 Notice and Opportunity to Cure. You may not terminate or suspend your performance due to our Event of Default unless you have given the Financing Parties prior written notice of your intent to so terminate or suspend this Agreement. In your notice you will describe the circumstances giving rise to our default, and provide the Financing Parties with the opportunity to cure the default within thirty (30) days after receipt of such notice or any longer period provided for in this Agreement. If our default reasonably cannot be cured by the Financing Parties within the period provided and the Financing Parties commence and pursue to cure of such default within that period, the period for cure will be extended for a reasonable period of time under the circumstances, but not to exceed an additional sixty (60) days. The Parties' respective obligations under this Agreement will otherwise remain in effect during the cure period. If the Financing Parties or an assignee (including any buyer or transferee) acquires title to or control of our assets and within the applicable time periods cures all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement and which are capable of cure by a third party or entity, then such Financing Parties or third party transferee will no longer be in default under this Agreement, and this Agreement will continue in full force and effect.

ARTICLE 8 PRIVACY; CONFIDENTIALITY; PUBLICITY

8.1 Subscriber Data. Other than in accordance with the Agency Agreement, US Solar will not disclose Project Subscriber's Account Information, Subscriber Energy Usage Data, Bill Credits or any other personal information of Project Subscriber to any person except (i) to NSP, to the extent required by Applicable Laws or the SRC Contract, for the purpose of administration of the Project, Project CSG eligibility, and Project Subscriber CSG eligibility; (ii) to attorneys, accountants, advisors, and agents of US Solar to the extent necessary for them to render advice or perform professional services associated with the Project or this Agreement; (iii) as otherwise required by Applicable Laws. US Solar is not requesting, and Project Subscriber agrees not to provide US Solar without US Solar's consent, any "private data on individuals," "confidential data on individuals" or other "not public data" on individuals, as those terms are used and defined the Minnesota Data Practices Act.

8.2 Trade Secret Information. We may provide data that we designate as trade secret to you. Under Minnesota Statutes section 13.37, subdivision 1(b), you are responsible for determining whether data marked as trade secret by us qualifies as trade secret under the law. For data that you determine is trade secret, you will not share the data with any other person or entity except as required by law. If you receive a request under the Minnesota Government Data Practices Act for access to data that we designated as trade secret but you have determined is not trade secret, then you will use best efforts to give us 10 days' notice before releasing the data in order to permit us to exercise whatever legal remedies are available to prevent disclosure.

8.3 Publicity. The Parties shall endeavor to coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement or related to Project Subscriber's participation in a Project, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other written public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Notwithstanding the foregoing, the Parties agree to the use each other's logos in their respective marketing materials in the context of listing counterparties with whom a Party has transacted.

ARTICLE 9 DISPUTE RESOLUTION

9.1 NSP Disputes.

- (a) Any dispute or question which you have with respect to the application by NSP of the Bill Credits to your retail electric bill, in particular the applicable Bill Credit Rate that NSP used to determine the amount of your Bill Credits, shall be directed by you to NSP for resolution. You may request that US Solar assist you in this respect. You acknowledge that your obligation to make your SunsubscriptionSM Payments is independent of the amount of your Bill Credits.
- (b) All disputes arising with respect to the contract between NSP and US Solar shall be resolved by negotiation and, in the absence of a resolution, by the Minnesota Public Utilities Commission ("MPUC"), as per the SRC Contract. Any issue or dispute identified by you with respect to NSP's actions with respect to the Project or the Bill Credits other than as described in Section 9.1(a) shall be referred to US Solar. If the dispute or question is not resolved to the Project Subscriber's satisfaction, you have the right to refer the issue directly to the MPUC at the following address:

Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101
Tel: (651) 296-7124
Toll free: (800) 657-3782
Fax: (651) 297-7073
consumer.puc@state.mn.us

9.2 Disputes between Parties.

- (a) Any dispute or issue a Party may have arising from or related to this Agreement, which are not resolved by communications between Project Subscriber and US Solar representatives in person, over the phone, or electronically shall be submitted to the other Party in writing. Each Party shall assign an officer or senior management executive to address or negotiate a resolution with the other Party. The Parties agree to attempt to reach a resolution of such dispute within ten (10) days or such longer period as the Parties may agree.

- (b) We shall perform any calculation called for hereunder and do so in a commercially reasonable manner and in accordance with industry accepted standards. Any dispute regarding the results of any such calculation shall be resolved by having an independent consultant having nationally recognized credentials, such as Navigant Consulting, Inc. or Leidos, Inc., perform the calculation at the disputing party's expense, unless the calculation is found to be in error by an amount greater than or equal to three percent (3%), in which case we shall incur the independent consultant's costs. Such consultant's results shall be binding on the Parties absent manifest error.
- (c) Failing resolution of any dispute by the Parties in accordance with the provisions of Section 9.2(a), such dispute shall be subject to litigation in a court of competent jurisdiction in Hennepin County, Minnesota. As a condition precedent to filing or pursuing any legal or equitable remedy, the Parties agree to participate in good faith in non-binding mediation through the use of a mutually acceptable neutral mediator. Each Party shall pay one-half (1/2) the cost of the mediator. Each Party shall be responsible for its own costs related to such mediation. If the Parties have not resolved their dispute within 30 calendar days after the request for mediation, any Party may resort to any available legal remedies.

ARTICLE 10

CANCELLATION EVENTS; EVENTS OF DEFAULT; REMEDIES

10.1 Cancellation Events.

- (a) You may cancel all or part of your CSG Allocation relating to a particular Project to the extent that:
 - i. Construction of that Project is not completed within twenty-four (24) months of our receipt of NSP determining that Project's CSG application is complete, as extended by Force Majeure Events, and additional Project capacity does not exist;
 - ii. That Project becomes ineligible, in whole or in part, as a CSG during the Term and the related SRC Contract is terminated, and additional Project capacity does not exist; or
 - iii. You become aware that, due to relocation or other material changes, your CSG Allocation will no longer satisfy the applicable Eligibility Requirements and you elect not to sell or transfer, or cannot sell or transfer, your CSG Allocation to another eligible NSP customer.
 - iv. Before the Project's CSG application is deemed complete by NSP, if the legislature, MPUC, NSP, or any other entity significantly reduces the credit base rate, or basis of escalation of that rate from that anticipated at the time of acceptance of the proposal by you.
 - v. You provide 15 day's written notice to US Solar of a your intent to cancel when a Force Majeure Event has caused the interruption of the production of any power from the Project for a period of 365 consecutive days or longer. If within 15 days' of delivery of your notice to cancel we repair or replace the Project such that it is producing at least 50% of the estimated production enumerated in Exhibit D to this Agreement, your cancellation shall be deemed ineffective.

- (b) We may cancel all or part of your CSG Allocation relating to a particular Project to the extent that:
 - i. You fail to meet the applicable Eligibility Requirements at any time during the Term;
 - ii. Your CSG Allocation is transferred by operation of law as defined in Section 10.7 to an ineligible person or entity and is not sold to an eligible transferee within the time provided;
 - iii. Prior to the start of Project construction, we are not able to confirm your creditworthiness; or
 - iv. Prior to the start of Project construction, we determine we are unable to develop the Project under commercially reasonable terms, including, but not limited to, NSP disallowing the development of Project(s), NSP imposes costs in excess of the average for approved Projects, or additional Project capacity does not exist.
- (c) Cancellation will be effective upon written notice by the cancelling Party to the other Party, including a description of the circumstances giving rise to the Cancellation Event and the specific portion of CSG Allocation canceled.

10.2 Events of Default. Each of the following events shall be an Event of Default under this Agreement:

- (a) A Party breaches any material representation or warranty or fails to perform a material obligation set forth in this Agreement and does not cure such breach or failure within thirty (30) days of written notice of the breach from the non-defaulting Party.
- (b) With respect to Project Subscriber, failure to make any SunsubscriptionSM Payment when due, and failure to cure the default within thirty (30) days after written notice of such failure from US Solar.

10.3 Cancellation Remedies.

- (a) In the case of a cancellation pursuant to Sections 10.1(a)(i), (ii) or (v) or 10.1(b)(iii) or (iv), you will owe nothing with respect to the amount of CSG Allocation cancelled.
- (b) In the case of a cancellation pursuant to Sections 10.1(a)(iii) or 10.1(b)(i) or (ii) (each, a “**Covered Cancellation Event**”), you will be responsible for paying the Cover Cost Amount, if any, with respect to the amount of CSG Allocation cancelled, subject to the following:
 - i. We will use commercially reasonable efforts for up to one hundred eighty (180) days after such cancellation (“**Cancellation Replacement Period**”) to secure one or more Eligible Transferee who will subscribe to the entire cancelled portion of your CSG Allocation at no less than your SunsubscriptionSM Rate. If we are successful, your Cover Cost Amount will be zero.

- ii. To the extent during the Cancellation Replacement Period we are unsuccessful in securing one or more Eligible Transferees who will subscribe to the entire cancelled portion of your CSG Allocation, the Unsubscribed Energy rate provided for in the CSG Tariff will be used in lieu of a transferee SubscriptionSM Rate for purposes of determining the Cover Cost Amount.
- (c) During the Cancellation Replacement Period and before paying any Cover Cost Amount or other cancellation related amounts, you will be responsible for making SubscriptionSM Payments that will be deemed to equal the full amount of your SubscriptionSM Payments had no cancellation occurred.
- (d) At the end of the Cancellation Replacement Period, we will determine the Cover Cost Amount and other amounts owing by you and provide you written notice of same. These amounts will become due and payable by you within thirty (30) days of your receipt of this notice.
- (e) After paying the Cover Cost Amount, your remaining SubscriptionSM Payments will reflect your appropriately reduced CSG Allocation.
- (f) You will be responsible for reimbursing us for any costs we reasonably incur in identifying an Eligible Transferee who will subscribe to the cancelled portion of your CSG Allocation and in the execution of related documentation.
- (g) Upon cancellation of the entire CSG Allocation, we may terminate this Agreement in its entirety.

10.4 Default Remedies. In the event a defaulting Party fails to cure an Event of Default within the applicable cure period, the non-defaulting Party may:

- (a) With respect to an Event of Default by Project Subscriber:
 - i. We may terminate this Agreement immediately by notifying you in writing.
 - ii. We may direct NSP to remove you as a subscriber with respect to the Project, and you will no longer receive Bill Credits associated with the CSG Allocation.
 - iii. You will owe the Cover Cost Amount, if any.
 - 1. We will use commercially reasonable efforts for one hundred and eighty (180) days after your Event of Default ("**Default Replacement Period**") to secure one or more Eligible Transferee who will subscribe to your entire CSG Allocation at no less than your SubscriptionSM Rate or a lesser rate as agreed by the Parties. If we are successful, your Cover Cost Amount will be zero.
 - 2. To the extent during the Default Replacement Period we are unsuccessful in securing one or more Eligible Transferee who will subscribe to your entire CSG Allocation, the Unsubscribed Energy rate provided for in the CSG Tariff will be used in lieu of a transferee SubscriptionSM Rate for purposes of determining the Cover Cost Amount.

- iv. You will owe an amount equal to the SunsubscriptionSM Payments that would have been payable by you during the Default Replacement Period absent the Event of Default.
- v. Once one or more Eligible Transferee(s) have been located but no later than at the end of the Default Replacement Period, we will determine the Cover Cost Amount and other default-related amounts owing by you and provide you with written notice of same. These amounts will become due and payable immediately by you upon your receipt of this notice.
- vi. You will be responsible for reimbursing us for any costs we reasonably incurred in attempting to identify an Eligible Transferee and in the execution of related documentation.
- vii. Upon termination of this Agreement, we shall have no further obligations to you hereunder.

(b) With respect to an Event of Default by US Solar:

- i. Prior to the COD of the final Project, you may terminate this Agreement at any time by notifying us in writing.
- ii. After the COD of the final Project, you may terminate this Agreement only if our default results in your CSG Allocation not producing any Subscribed Energy for one hundred eighty (180) consecutive days or more.
- iii. Upon termination, you shall have no further obligation to us except for obligations arising or accruing prior to termination.

10.5 Duty to Mitigate Damages. Notwithstanding anything to the contrary in this Agreement, but without extending any specific timelines prescribed herein, both parties recognize that they have a duty to mitigate any damages, costs, expenses, or fees incurred as a result of a breach or default or early termination of this Agreement.

10.6 No Consequential Damages. No Party shall be liable to the other Party for any indirect, special, punitive, exemplary, incidental, or consequential damages, whether arising in contract, tort, under statute, or in equity, and each Party waives its rights to any such damages. In no event will the Cover Cost Amount constitute, or be deemed to constitute, indirect, special, punitive, exemplary, incidental, or consequential damages.

10.7 No Warranty; Exclusive Remedies. NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. The remedies set forth in this Agreement shall be the Parties' sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise.

10.8 Involuntary Transfers. Upon transfer of title or control of the Eligible Address or your CSG Allocation, or portion thereof, due to bankruptcy, foreclosure or operation of law for other reasons, you or the transferee must notify US Solar immediately. During any period of time in which a trustee, receiver, or creditor is in possession of the Eligible Address and assumes responsibility as the account-holder with NSP at the Eligible Address, such transferee shall be deemed to have succeeded to your rights and obligations under this Agreement at the Eligible

Address during the period of its possession. Upon the transfer of title to the property at the Eligible Address and the CSG Allocation to a creditor or other third party, the transferee shall notify US Solar of the transfer. If the transferee(s) meet all relevant Eligibility Criteria, the transfer shall be treated as a sale or transfer of the CSG Allocation to such transferees upon completion of the conditions set forth in Section 6.2. If the transferee does not meet the transfer conditions, then the transferee(s) shall be required immediately to sell or transfer the CSG Allocation or applicable portion to an eligible buyer in accordance with Section 6.2.

ARTICLE 11 MISCELLANEOUS

11.1 Notices. Notices, or other documents required or permitted by this Agreement must be given by personal delivery, reputable overnight courier, email, or U.S. certified mail postage prepaid and shall be sent to the respective parties at the address listed on the first page of this Agreement. Notice shall be deemed delivered (i) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours, (ii) upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier, and (iii) on the fourth business day after deposit in the U.S. mail if sent by certified mail. Any party may change the address for notice by notice to the other party.

11.2 No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or liability to, any person not a party to this Agreement. Excepting the rights of Financing Parties and assignees expressly provided for herein, no provision of this Agreement is intended to nor shall it in any way provide any rights to any third party or inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.

11.3 Entire Agreement; Amendments. It is mutually understood and agreed that this Agreement, and the Exhibits attached hereto, constitutes the entire agreement between Project Subscriber and US Solar and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representations or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both parties; provided, however, that, US Solar may amend Project and Project Site information and allocate your CSG Allocation among Projects and Project Sites (prior to relevant CODs) without Project Subscriber's prior consent, subject to the Eligibility Requirements for the quantity of Project Subscriber's Subscribed Energy and location of NSP account(s) as per this Agreement.

11.4 Governing Law. This Agreement is made in Minnesota and shall be governed by the laws of the State of Minnesota without regard for any conflict of law provisions.

11.5 SRC Contract and CSG Tariff. This Agreement contains summaries of, and makes reference to, certain provisions of the SRC Contract and CSG Tariff. While we believe these summaries and references to be accurate and fair, any conflict between such summaries and references shall be resolved in favor of the relevant provisions contained in SRC Contract and CSG Tariff. You are urged to review these documents.

11.6 Waiver. Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

11.7 Relationship of Parties. The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between the Parties or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. US Solar and Project Subscriber shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

11.8 Severability. Should any provision of this Agreement be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of the Agreement shall not be affected and shall continue in full force. The Parties will, however, use commercially reasonable efforts to agree on the replacement of the void, illegal or unenforceable provisions with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and the Agreement as a whole.

11.9 Counterparts. This Agreement may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

11.10 Audit. To the extent required by Minnesota Statutes, section 16C.05, subdivision 5, our records, books, documents, and accounting procedures and practices relating to work performed pursuant to this Agreement shall be subject to examination by the Project Subscriber and the Legislative Auditor or State Auditor. We shall permit the Project Subscriber or its designee to perform such examination at a mutually agreeable time during regular business hours.

11.11 Successors and assigns. This Agreement and the rights and obligations under the Agreement are binding upon and shall inure to the benefit of US Solar and Project Subscriber and their respective successors and permitted assigns.

(SIGNATURE PAGES TO FOLLOW)

City of Lake Elmo

US Solar LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

DEFINITIONS

1. **Applicable Laws.** Any law, statute, rule, regulation, ordinance, order (including orders issued by the MPUC), tariff, judgment, or other legally binding restriction or ruling issued by a governmental authority which is applicable to the Project, US Solar, Subscribers, CSGs or this Agreement.
2. **Bill Credit Rate.** A dollar amount per kilowatt-hour reflected in the CSG Tariff with respect to specific classes of NSP customers to be used for determining a Subscriber's Bill Credit.
3. **Cancellation Event.** One or more event described in Section 10.1(a)-(b).
4. **Cover Cost Amount.**
 - (a) With respect to a sale or transfer by you pursuant to Section 6.2, the positive difference, if any, of:
 - i. the net present value (using a discount rate of 4%) of the projected payments by you over the Term post-transfer with respect to the transferred portion of your CSG Allocation, had this Agreement remained unchanged for the remaining Term (plus any other amounts previously accrued and owed by you); minus
 - ii. the net present value (using a discount rate of 4%) of the projected payments to be made by your transferee with respect to the transferred portion of your CSG Allocation over the remaining Term.
 - (b) With respect to a Covered Cancellation Event, the positive difference, if any, of:
 - i. the net present value (using a discount rate of 4%) of the projected payments by you over the Term post-cancellation with respect to the cancelled portion of your CSG Allocation, had this Agreement remained unchanged for the entire Term (plus any other amounts previously accrued and owed by you); minus
 - ii. the net present value (using a discount rate of 4%) of the projected payments to be made by an Eligible Transferee (or, as applicable, by NSP for the Unsubscribed Energy associated with the portion CSG Allocation not transferred) with respect to the cancelled portion of your CSG Allocation over the remaining Term.
 - (c) With respect to an Event of Default by you, the positive difference, if any, of:
 - i. the net present value (using a discount rate of 4%) of the projected payments by you over the Term post-default, had this Agreement remained unchanged with respect to your entire CSG Allocation for the entire Term (plus any other amounts previously accrued and owed by you); minus
 - ii. the net present value (using a discount rate of 4%) of the projected payments to be made by an Eligible Transferee (or, as applicable, by NSP for the Unsubscribed Energy associated with the portion CSG Allocation not transferred) with respect to the entire CSG Allocation over the remaining Term.

5. **CSG Tariff.** The Solar Rewards Community Program tariff of NSP's rate book, as amended or updated and any successor thereto.
6. **Eligible Address.** A Subscriber's NSP service address that meets the Eligibility Requirements.
7. **Eligible Transferee.** A person or entity who meets the applicable Eligibility Requirements and meets the conditions set for in Section 6.2(a)-(e)
8. **Financing Party.** A person or persons providing construction or permanent financing in connection with construction, ownership, operation and maintenance of the Project, or if applicable, any person to whom the ownership interest in the Project has been transferred, subject to a leaseback of the Project from such person.
9. **Force Majeure Event.** Any act or event that prevents the affected Party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of Operator or as a result of such Party's failure to comply with a collective bargaining agreement); (v) action or inaction by a Governmental Authority (unless Subscriber is a Governmental Authority and Subscriber is the Party whose performance is affected by such action nor inaction); and (vi) any Force Majeure Event under this Agreement. A Force Majeure Event shall not be based on the economic hardship of either US Solar or the Subscriber.
10. **MPUC.** Minnesota Public Utilities Commission.
11. **NSP.** Northern States Power Company, a wholly owned subsidiary of Xcel Energy Inc.
12. **SunscriptionSM Rate.** A dollar amount per kilowatt-hour with respect to the Subscribed Energy produced by Project Subscriber's CSG Allocation, as set forth in Section 1.5(a), used for determining Project Subscriber's SunscriptionSM Payments.
13. **Taxes.** Any federal, state, or local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, or transaction tax, other taxes, regulatory fees, surcharges, or other similar charges, but does not include any income taxes imposed on US Solar for payments made by you and received by us under this Agreement.

Any conflict in the meaning of a term used both herein term and in the SRC Contract shall be resolved in favor of the meaning given to such term in the SRC Contract.

EXHIBIT B

PROJECT(S) AND PROJECT SITE(S)

EXHIBIT C

BILL CREDIT TYPES, CURRENT BILL CREDIT RATES, CURRENT SUNSCRIPTIONSM RATES

Account Number	Premise Number	Account Type
51-4504807-7	303135351	Small General Service
	302177887	Small General Service
	302271471	Small General Service
51-5356323-8	303567606	General Service
	303035927	General Service
51-4580376-5	304120112	Small General Service
	302429100	Small General Service

General Service subscription rate: \$0.1199/kWh
 Small General Service subscription rate: \$0.1444/kWh

Bill Credit Value. We make no representation or warranty as to the likelihood that any Bill Credits will create any specific amount of economic benefit at any time or over any period of time or over the Term of this Agreement as a whole, or that the Bill Credits will create a positive economic benefit to you. The estimate of potential benefits contained herein are based on a number of assumptions about estimated Subscribed Energy Bill Credit Rates, Applicable Laws currently in place, NSP's retail electrical rates, and a number of other factors beyond the control of US Solar. Any estimate by US Solar herein or elsewhere given to Project Subscriber as to any expected benefit to Project Subscriber from the Bill Credits at any time or over any period of time is purely an estimate based on the information available to US Solar and related assumptions at the time and is not a guarantee that any positive economic benefit will accrue to Project Subscriber from the Bill Credits or that any specific amount of benefits will accrue to Project Subscriber at any time, or over any period of time, or over the Term of the Agreement.

EXHIBIT D
ESTIMATE OF SUBSCRIBED ENERGY

Year	Expected Subscription (in kWh)
1	129,679
2	129,031
3	128,386
4	127,744
5	127,105
6	126,469
7	125,837
8	125,208
9	124,582
10	123,959
11	123,339
12	122,723
13	122,109
14	121,498
15	120,891
16	120,286
17	119,685
18	119,087
19	118,491
20	117,899
21	117,309
22	116,723
23	116,139
24	115,558
25	114,981

Production. Other than as provided under Section 4.7 of the Agreement, US Solar makes no representation or warranty as to the likelihood that the Project will generate any specific amount of electricity or sufficient electricity so as to create any specific or minimum Bill Credits to Project Subscriber during any period of time or over the Term of the Agreement as a whole. The production estimate described herein is based on a number of assumptions about expected solar insolation at the Project Site, and performance of the modules and other Project equipment, the accuracy of production estimating software and other factors affecting possible production which are not within the control of US Solar. Circumstances experienced at the Project will deviate from historical data and other assumptions and projections. The actual production of energy of electricity by the Project and delivery of energy, including Subscribed Energy, by the Project is also subject to lack of sunlight, other adverse weather, equipment failures, curtailments or outages by NSP, Force Majeure Events, and other events beyond the control of US Solar. The production estimate and any other estimate communicated by US Solar to Project Subscriber of expected energy production from the Project at any time or over any period of time is purely an estimate based on the information available to US Solar at the time and is not a guarantee that any such production will occur or that any particular amount of Subscribed Energy will be received by Project Subscriber at any time or over any period of time, including the Term of this Agreement.

EXHIBIT E

[RESERVED]

EXHIBIT F

FORM OF SRC CONTRACT

This is a standard contract from Xcel (template can be found on Xcel's website at <https://www.xcelenergy.com/staticfiles/xcel/Marketing/Files/MN-SRC-Standard-Contract.pdf>). To be executed and inserted as Projects near construction.

EXHIBIT G

FORM OF AGENCY AGREEMENT

This is a standard contract from Xcel (template can be found on Xcel's website at <https://www.xcelenergy.com/staticfiles/xcel/Marketing/Files/MN-SRC-Subscriber-Agency-Agreement.pdf>). To be executed and inserted as Projects near construction.

EXHIBIT H

PROJECT SUBSCRIBER DATA

1. Project Subscriber (name as shown on NSP account) LAKE ELMO CITY OF
2. NSP service address (Eligible Address): 3800 Laverne Ave N
Lake Elmo, MN 55042-9629
3. NSP account number: 51-4504807-7, 51-5356323-8, 51-4580376-5
4. Average annual electrical consumption: 108,065 kWh ("AAEC")
5. 120% of AAEC: 129,678 kWh



SUNSCRIPTIONSM OVERVIEW

Sunscription Introduction

US Solar’s flat-rate Sunscription allows the City of Lake Elmo (“Lake Elmo”) to save an estimated **\$127,674** by locking in its energy rate for the next 25 years. There is no upfront cost.

Savings for General Service Rate Class Meters:

Years	1	2	3	4	5	6-10	11-15	16-20	21-25	TOTAL
Subscribed Energy (kWh)	103,398	102,881	102,367	101,855	101,345	499,177	486,822	474,772	463,021	2,435,638
Average Enhanced Bill Credit from Xcel (\$/kWh)	\$ 0.12296	\$ 0.12553	\$ 0.12817	\$ 0.13088	\$ 0.13365	\$ 0.14243	\$ 0.15852	\$ 0.17672	\$ 0.19732	\$ 0.15978
Average Subscription Rate to US Solar (\$/kWh)	\$ (0.1199)	\$ (0.1199)	\$ (0.1199)	\$ (0.1199)	\$ (0.1199)	\$ (0.1199)	\$ (0.1199)	\$ (0.1199)	\$ (0.1199)	\$ (0.1199)
Average Net Value per kWh (\$/kWh)	\$ 0.0031	\$ 0.0056	\$ 0.0083	\$ 0.0110	\$ 0.0137	\$ 0.0225	\$ 0.0386	\$ 0.0568	\$ 0.0774	\$ 0.0399
Net Value	\$ 316	\$ 580	\$ 847	\$ 1,118	\$ 1,393	\$ 11,247	\$ 18,801	\$ 26,978	\$ 35,846	\$ 97,126

Assumes 2.5% escalation to ARR, 0.5% degradation in subscribed energy

Savings for Small General Service Rate Class Meters:

Years	1	2	3	4	5	6-10	11-15	16-20	21-25	TOTAL
Subscribed Energy (kWh)	26,281	26,150	26,019	25,889	25,760	126,878	123,738	120,675	117,688	619,079
Average Enhanced Bill Credit from Xcel (\$/kWh)	\$ 0.14798	\$ 0.15118	\$ 0.15446	\$ 0.15782	\$ 0.16127	\$ 0.17222	\$ 0.19222	\$ 0.21486	\$ 0.24046	\$ 0.19486
Average Subscription Rate to US Solar (\$/kWh)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)
Average Net Value per kWh (\$/kWh)	\$ 0.0036	\$ 0.0068	\$ 0.0101	\$ 0.0134	\$ 0.0169	\$ 0.0278	\$ 0.0478	\$ 0.0705	\$ 0.0961	\$ 0.0505
Net Value	\$ 94	\$ 177	\$ 262	\$ 347	\$ 434	\$ 3,525	\$ 5,912	\$ 8,496	\$ 11,299	\$ 30,548

Assumes 2.5% escalation to ARR, 0.5% degradation in subscribed energy

Existing Subscribers

Our agreement has been vetted by dozens of public entities. Here is a list of public entities that have signed the same agreement we offer to you:

- City of St. Cloud
- City of Minneapolis
- City of Chanhassen
- City of Rogers
- City of Robbinsdale
- City of Edina
- City of St. Anthony
- Met Council Transit
- Met Council Enviro
- Hopkins Schools
- Sartell-St. Stephen Schools
- Buffalo-Hanover-Montrose Schools
- Becker Schools
- Orono Schools
- Robbinsdale Schools
- University of Minnesota

Cost-Benefit Analysis

2017 Bill Credit Rate for General Service Rate Class Meters	\$0.12296/kWh
2017 Bill Credit Rate for Small General Service Rate Class Meters	\$0.14798/kWh
30-Yr Average Annual Escalator	2.75%
Sunscription Rate for General Service Rate Class Meters	\$0.1199/kWh
Sunscription Rate for Small General Service Rate Class Meters	\$0.1444/kWh
Sunscription Annual Escalator	0%





BEYOND THE ROOFTOP



SUNSCRIPTIONSM PROPOSAL:
LAKE ELMO



November 2, 2017

COVER LETTER

November 2, 2017
Kristina Handt, City Administrator
City of Lake Elmo
3880 Laverne Ave N
Lake Elmo, MN 55042

Dear Kristina,

Thank you for the opportunity to present this offsite solar and SunsubscriptionSM introduction to you and your team. We at United States Solar Corporation ("US Solar") are thrilled to help the City of Lake Elmo lock in the significant, long-term savings opportunity currently available under Minnesota's community solar program.

US Solar is a turnkey solar developer and owner/operator. We coordinate all project details – development, permits, finance, construction, management, insurance, maintenance, and monitoring. The enclosed proposal includes details about our company, our strategic alliance partners, and our Sunsubscription proposal.

The US Solar team provides an unparalleled combination of broad experience and strong local roots. Our team has a proven track record of building and financing distributed solar projects. US Solar's principals have developed and financed commercial solar projects and residential solar programs with a notional value of over \$1 billion. We ensure that each one of our solar projects is built to the highest capital markets standards in order to maximize the savings available to our subscribers.

Please contact us with any questions, comments, or points of clarification. We look forward to working with you.

Sincerely,



Reed Richerson - COO
United States Solar Corporation

100 N 6th St., Suite 218C
Minneapolis, MN 55403
W: (612) 260-2230 C: (916) 704.2720
E: reed.richerson@us-solar.com

This letter is intended solely as a basis for providing indicative pricing and terms and for engaging in further discussion. It does not evidence any agreement to make an investment or any other binding commitment on the part of US Solar or any other party. Such investment or other binding commitment will arise only upon the execution of definitive, binding agreements. Any subscriber transaction would be contingent on prior credit review. US Solar requests that the recipient keep the terms of this letter confidential.

SUNSCRIPTIONSM

SunscriptionSM [suhn-skrip-shuhn] *noun*

1. a contract with US Solar designed to provide you with significant, long term savings
2. an opportunity to enjoy solar benefits without the planning and logistical hassles of an onsite solar project
3. a way to exercise your new right to choose an alternative energy partner

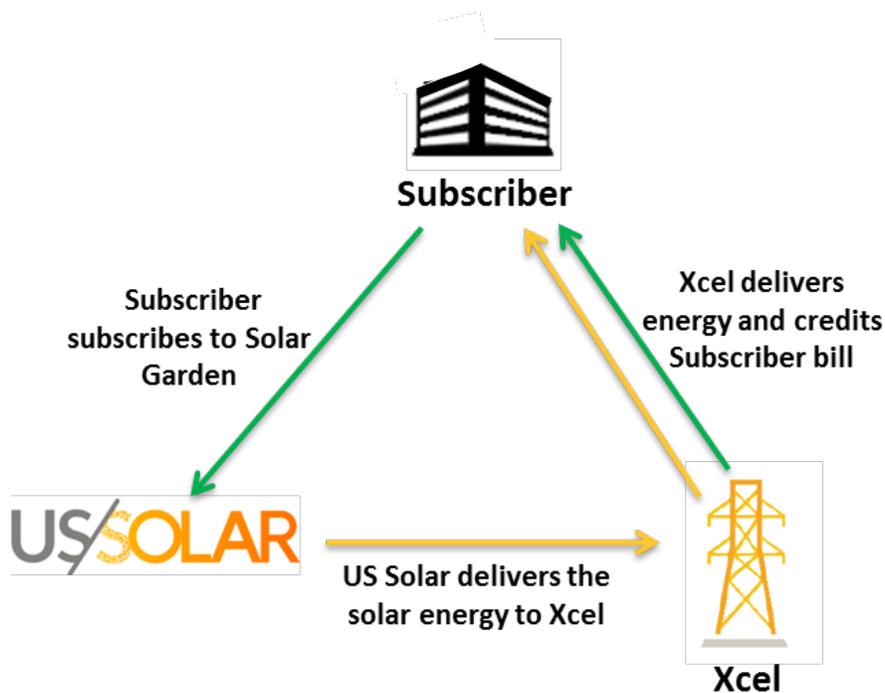
The Solar*Rewards Community program recently launched in Minnesota is the first scalable community solar program in the US and has immediately established the country’s smartest solar regime. Schools, towns, businesses, and nonprofits throughout the Xcel service territory have embraced the opportunity to fix costs for the long term by “subscribing” to a solar garden and benefitting from cost efficiencies of scale, while also avoiding the siting, construction, and maintenance complexities of an onsite system.

US Solar’s ability to connect subscribers with solar projects located offsite allows us to develop projects of the ideal scale at ideal sites, where we can optimize the orientation, spacing, and tilt of our solar modules to deliver the most solar energy at the lowest cost.

Now, US Solar is offering the City of Lake Elmo the opportunity to lock in savings for years to come with a Sunscription Agreement.

HOW COMMUNITY SOLAR AND A SUNSCRIPTION WORK

- US Solar builds a local Solar Garden at an ideal offsite location.
- The Solar Garden produces energy that is delivered to Xcel.
- Xcel continues to deliver Subscriber all electricity required onsite.
- Xcel credits Subscriber’s bill for value of Solar Garden energy.



HOW DO YOU SAVE MONEY?

We estimate the City of Lake Elmo would gain a net value of **\$127,674** for no upfront cost.

By contracting for a Sunsubscription with US Solar, you can expect to save money over time as the Bill Credit rate that Xcel pays you increases higher and higher above your Sunsubscription rate with US Solar. The tables below show the expected savings the City of Lake Elmo will achieve based on a Sunsubscription sized to 129,679 kWh, assuming 103,398 kWh are allocated to General Service rate class meters and 26,281 kWh are allocated to Small General Service rate class meters. The expected savings also assumes the relevant Applicable Retail Rate (“ARR”, described below) increases at 2.5% per year.

Years	1	2	3	4	5	6-10	11-15	16-20	21-25	TOTAL
Subscribed Energy (kWh)	103,398	102,881	102,367	101,855	101,345	499,177	486,822	474,772	463,021	2,435,638
Average Enhanced Bill Credit from Xcel (\$/kWh)	\$ 0.12296	\$ 0.12553	\$ 0.12817	\$ 0.13088	\$ 0.13365	\$ 0.14243	\$ 0.15852	\$ 0.17672	\$ 0.19732	\$ 0.15978
Average Subscription Rate to US Solar (\$/kWh)	\$ (0.1199)	\$ (0.1199)	\$ (0.1199)	\$ (0.1199)	\$ (0.1199)	(0.1199)	(0.1199)	(0.1199)	(0.1199)	(0.1199)
Average Net Value per kWh (\$/kWh)	\$ 0.0031	\$ 0.0056	\$ 0.0083	\$ 0.0110	\$ 0.0137	\$ 0.0225	\$ 0.0386	\$ 0.0568	\$ 0.0774	\$ 0.0399
Net Value	\$ 316	\$ 580	\$ 847	\$ 1,118	\$ 1,393	\$ 11,247	\$ 18,801	\$ 26,978	\$ 35,846	\$ 97,126

Assumes 2.5% escalation to ARR, 0.5% degradation in subscribed energy

Years	1	2	3	4	5	6-10	11-15	16-20	21-25	TOTAL
Subscribed Energy (kWh)	26,281	26,150	26,019	25,889	25,760	126,878	123,738	120,675	117,688	619,079
Average Enhanced Bill Credit from Xcel (\$/kWh)	\$ 0.14798	\$ 0.15118	\$ 0.15446	\$ 0.15782	\$ 0.16127	\$ 0.17222	\$ 0.19222	\$ 0.21486	\$ 0.24046	\$ 0.19486
Average Subscription Rate to US Solar (\$/kWh)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	(0.1444)	(0.1444)	(0.1444)	(0.1444)	(0.1444)
Average Net Value per kWh (\$/kWh)	\$ 0.0036	\$ 0.0068	\$ 0.0101	\$ 0.0134	\$ 0.0169	0.0278	0.0478	0.0705	0.0961	0.0505
Net Value	\$ 94	\$ 177	\$ 262	\$ 347	\$ 434	\$ 3,525	\$ 5,912	\$ 8,496	\$ 11,299	\$ 30,548

Assumes 2.5% escalation to ARR, 0.5% degradation in subscribed energy

With your Sunsubscription in place, Xcel will continue to deliver you all of your grid electricity, with no interruption of service. For an example of how a Bill Credit will appear on your utility bill, please see [Appendix A](#).

Our subscribers receive Bill Credits that are valued using two components: the ARR, equal to the average revenue per kWh that Xcel received in the prior year, plus a financial premium representing the value of the solar renewable energy certificates (“RECs”), which are sold to Xcel. For a community solar project of over 250 kW (like most US Solar Gardens under development), the REC enhancement is fixed at \$0.02/kWh. As shown in the table below, a subscriber to a typical US Solar Solar Garden will receive the “Enhanced Bill Credit” rate \$0.1199/kWh for General Service meters and \$0.1444/kWh for Small General Service meters. Selling the RECs to Xcel increases the value of Bill Credits you will receive from Xcel.

Your Sunsubscription with US Solar supports the development of nearby Solar Gardens, and secures your right to receive payments from Xcel for supporting local renewable energy. You can expect a Sunsubscription to save you money simply because the Bill Credit rate you receive from Xcel is expected to be higher than your Sunsubscription rate. For an overview of pricing and Sunsubscription product types, see [Our Proposal to the City of Lake Elmo](#) below.

SOLAR*REWARDS COMMUNITY PROGRAM

Section No. 9
2nd Revised Sheet No. 64

AVAILABILITY

Available to any Residential, Commercial, and Industrial customer who elects to offset electric charges through a subscription in a company-approved community solar garden.

RATE

The Bill Credit Rate below applicable to the subscriber is dependent on the customer class under which the subscriber receives service and the Bill Credit Type selected by the garden operator in the tariffed Standard Contract for Solar*Rewards Community.

Customer Class	Bill Credit Type	Bill Credit Rate per kWh (AC) for Energy Delivered to Company
Residential Service	Standard	\$0.12596
	Enhanced – Solar Gardens > 250 KW (AC)	\$0.14596
	Enhanced – Solar Gardens ≤ 250 KW (AC)	\$0.15596
Small General Service	Standard	\$0.12229
	Enhanced – Solar Gardens > 250 KW (AC)	\$0.14229
	Enhanced – Solar Gardens ≤ 250 KW (AC)	\$0.15229
General Service	Standard	\$0.09740
	Enhanced – Solar Gardens > 250 KW (AC)	\$0.11740
	Enhanced – Solar Gardens ≤ 250 KW (AC)	\$0.12740



OUR PROPOSAL FOR CITY OF LAKE ELMO

At US Solar, we strive to offer subscribers not just savings, but also flexibility. While the great majority of our subscribers find our Flat Rate Subscription to offer the best value, we are happy to work with you in customizing a product that works best for you.



Flat Rate Subscription

- The rate you pay US Solar is flat, with absolutely no escalator.
- The rate is set at about today's Bill Credit Rate. The rate stays flat and the Bill Credit Rate is expected to increase.
- ***We are offering the City of Lake Elmo a Subscription Rate of \$0.1199 per kWh for General Service Rate Class Meters and \$0.1444 per kWh for Small General Service Rate Class Meters.***

Fixed Rate Subscription

- Expect about 15% year one savings, depending on rate class and usage.
- Over time, the rate steps up with a modest escalator that is fixed on day one.
- This structure is used by the majority of solar projects in the US today.
- ***We can offer City of Lake Elmo Fixed Rate Pricing upon request.***

With either structure:

- You reduce the impact of future utility rate spike surprises.
- The more utility rates increase, the more you save.
- You lock in a large portion of your operating costs for 25 years.

INSIGHT INTO YOUR OFFSITE SOLAR GARDEN

Offsite solar solutions save you the logistical issues of planning, constructing and maintaining a solar project on your property. However, we can provide you with the same ability to view and monitor the Solar Garden, as you would expect from an onsite system.

US Solar is designing a customized platform for our Solar Garden subscribers, one of the first platforms designed specifically to monitor community solar projects. Our online portal will not only provide subscribers with performance information once systems are up and running, but it will also provide you with status reports regarding project development and construction.



We can also provide you with a customized monitoring portals, allowing you to display information regarding the Solar Garden performance – energy and environmental – on video monitors or kiosks anywhere in the company. These customized portals can be tailored to inform and educate your executives, employees and customers about the performance and benefits of the Solar Gardens you are supporting.

OPTIONAL ADDED BENEFIT: EMPLOYEE SUBSCRIPTIONS

While a Sunscription has long-term, financial benefits for City of Lake Elmo, US Solar also has the potential to provide long-term benefits to its employees. US Solar is preparing to launch a residential Sunscription product in association with select affinity partners. We would be thrilled to offer an exclusive period for **your employees** to subscribe to a Solar Garden for no upfront cost, saving them money and driving employee engagement and loyalty.

If this opportunity interests you, US Solar can work with your team to schedule “Lunch and Learn” or similar events to explore the benefits Solar Gardens can provide your employees. We are also happy to work with you on interesting ways our Sunscription may fit within your overall employee benefits portfolio.

FREQUENTLY ASKED QUESTIONS

Q: How much does it cost upfront?

- A: Subscribing requires no upfront payment whatsoever.

Q: Is my Sunscription transferrable?

- A: Your Sunscription is fully transferrable. You can allocate subscription capacity to a new building of yours within Xcel Energy's service territory, or you can transfer it to another eligible Xcel Energy customer.

Q: What happens in the winter or when it's rainy?

- A: Our Solar Gardens can produce energy in all seasons and all weather. Solar Garden output will vary from day-to-day and season-to-season, as does your electric usage. Your Solar Garden SunscriptionSM will be sized to account for this variability and designed to greatly reduce, or even eliminate, your utility bill over the course of each year.

Q: Will my facility be connected to the Solar Garden?

- A: Solar Garden energy is delivered directly to Xcel's grid, not your facility. Our Solar Gardens are simply one of the sources feeding the grid, and you will continue to receive 100% of your electricity from Xcel with no interruption of service.

Q: How will my Solar Garden subscription be sized?

- A: Your historic, annual electricity usage determines the size of your SunscriptionSM. This is another advantage – our Solar Garden subscribers receive solar benefits that are not limited by the size and/or quality of their roof.

Q: Are there tax benefits?

- A: US Solar and its investor partners will receive the tax credit benefits for funding the capital costs of each Solar Garden, lowering the SunscriptionSM rates we are able to offer subscribers.

Q: When do I start seeing bill credit benefits?

- A: Once your assigned Solar Garden begins delivering energy to the grid, you receive bill credits from Xcel Energy and a bill from US Solar for the same amount of kWh. We will notify you as that date approaches and keep you updated along the way.

US SOLAR: EXPERIENCE AND QUALIFICATIONS



BROAD EXPERIENCE: THERE IS NO SUBSTITUTE

US Solar is a turnkey solar developer and owner/operator. We seek to make solar energy accessible with simple, money-saving, long-term solutions that are as good for our partners as they are for the environment. US Solar's management team brings a wealth of solar leadership and expertise from the commodities divisions of industry-leading firms such as Morgan Stanley and Bear Stearns, as well as the project development teams of BayWa R.E. and REC Solar.

Community solar development and finance requires a wide range of skills that few solar companies possess. US Solar is uniquely positioned with deep experience in all facets of this market segment. Additionally, US Solar draws on a unique set of strategic partnerships. US Solar's platform is comprised of best-in-class providers within engineering, procurement, and construction; solar equipment manufacturing; energy management; legal services; development; and finance and investment.

Project Development: The US Solar team has extensive experience in solar project development. This, along with support from our strategic alliance and partners, allows for the delivery of large-scale projects – on time and within budget.

Community Solar: US Solar has broad experience in the siting, development, and subscription of community solar projects in Minnesota. Our principals have worked with Fortune 500 companies, municipalities, public and private schools, and utilities across the country. We have contracted with a number of large counties, towns, school districts, and corporations in Minnesota for Solar Garden subscriptions.

Project Finance: Less experienced solar providers frequently underestimate the challenge of financing the construction and operation of a portfolio of solar projects. US Solar is currently developing and financing over \$150 million of projects in Minnesota, and the US Solar principals have raised project capital for projects and programs with a notional value of over \$1 billion.

LEADERSHIP TEAM

The US Solar team is truly one of the most experienced teams in Minnesota. Our successful experiences span across the utility-scale, commercial, and residential markets. At the intersection of successful experiences and deep alliance partner relationships, US Solar is uniquely positioned to provide City of Lake Elmo with the highest value. Furthermore, our Minneapolis office is comprised of professionals who were raised in Minnesota, understand the community, and have been involved in Minnesota community solar from the very beginning.

Martin Mobley, CEO. Marty started US Solar after forming and leading the Solar Desk at Morgan Stanley Commodities, where he led the group into the US commercial market (~40MW from ~100 rooftop/ground mount/parking canopy projects), the US residential market (three separate US residential financing programs) and the Ontario market (~30MW in from 75+ rooftop projects). Prior to Morgan Stanley, Marty was an attorney at McDermott, Will & Emery in Washington, DC.

Robert Oden, EVP. Rob brings broad experience in energy tax structuring and climate markets. He has served as Director of Business Development at American Capital (Solar) Energy and as a Managing Director at Bear Stearns in New York and Houston, where principal energy investments included over \$300 million in tax-credit qualified energy assets.

Reed Richerson, COO. Reed brings 8+ years of solar industry project development experience in multiple market segments. He previously served as the VP of Sales and Business Development for BayWa r.e. and the National Key Account Manager for Upsolar America. Notable accomplishments include: land acquisition and development portfolio of over 180 MW, EPC of over 56 MW, and acquisition/co-development portfolio of 21 MW. Reed is a Minnesota native and has a BS in Economics from the University of Minnesota.

NEXT STEPS

While this proposal may seem too good to be true, there is a catch - subscription demand tremendously outweighs subscription capacity. We can provide a Subscription Agreement to go over more specifics. Please contact us with any questions, comments, or feedback you may have in response to this proposal

Thank you – we look forward to providing the City of Lake Elmo with significant, long-term energy savings through a Subscription.

APPENDIX A: EXAMPLE OF BILL CREDIT

Xcel has provided Minnesota ratepayers with this example of a Bill Credit (note that it shows a hypothetical subscriber that is a gas and power customer with Xcel's Public Service of Colorado subsidiary, not Northern States Power)



DAILY AVERAGES	Last Year	This Year
Temperature	50° F	48° F
Electricity kWh	96.6	74.5
Electricity Cost	\$10.26	\$3.27

SUMMARY OF CURRENT CHARGES (detailed charges begin on page 2)

Electricity Service	10/01/13 - 10/30/13	2480 kWh	\$267.49
Natural Gas Service	10/01/13 - 10/30/13	216 therms	\$139.39
Other Recurring Charges			-\$172.68 CR
Current Charges			\$234.20

QUESTIONS ABOUT YOUR BILL?

See our website: xcelenergy.com
 Email us at: Customerservice@xcelenergy.com

Call 24 hours a day, 7 days a week
 Please Call: 1-800-895-4999
 Hearing Impaired: 1-800-895-4949
 Español: 1-800-687-8778

Or write us at: XCEL ENERGY
 PO BOX 8
 EAU CLAIRE, WI 54702-0008

ELECTRICITY SERVICE DETAILS

SERVICE ADDRESS: [REDACTED]
 NEXT READ DATE: 12/03/13

PREMISES NUMBER: [REDACTED]
 INVOICE NUMBER: [REDACTED]

METER READING INFORMATION
 METER 56813090 - Multiplier x 80

DESCRIPTION	CU
Total Delivered by Xcel	
Total Delivered by Customer	
Net Delivered by Xcel	
Net Generated by Customer	
Demand	
Billable Demand	

ELECTRICITY CHARGES

Service & Facility	
Non-Summer	
Windsources Charge	
Trans Cost Adj	
Elec Commodity Adj	
Demand Side Mgmt Cost	
Purch Cap Cost Adj	
Renew. Energy Std Adj	
GRSA	
Total	

SERVICE ADDRESS: [REDACTED]
 NEXT READ DATE: 12/03/13

NATURAL GAS SERVICE DETAILS

PREMISES NUMBER: [REDACTED]
 INVOICE NUMBER: [REDACTED]

METER READING INFORMATION
 METER 20167312 Read Dates: 10/01/13 - 10/30/13 (29 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	19391 Actual	19139 Actual	252 ccf

NATURAL GAS ADJUSTMENTS

DESCRIPTION	VALUE UNITS	CONVERSION	VALUE UNITS
Therm Multiplier	252 ccf	x 0.856308	216 therms

NATURAL GAS CHARGES **RATE: RG Residential**

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$14.31
Usage Charge	216 therms	\$0.108287	\$23.39
Interstate Pipeline	216 therms	\$0.084740	\$18.30
Natural Gas 4 Qtr	216 therms	\$0.386060	\$83.39
Total			\$139.39

OTHER RECURRING CHARGES DETAILS

DESCRIPTION	CHARGE
Solar* Rewards Community Solar	
Production Credit	
Solar Production Period	September 2013
SRC [REDACTED] Production Credit	2438.25 kWh x -0.070820
Total	-\$172.68 CR