



Commercial (Monthly Payment)
Community Solar Services Agreement[®]

SunShare: <u>SunShare, LLC</u> 609 S. 10 th Street, Suite 210 Minneapolis, MN 55404	Customer Name: <u>City of Jordan</u> Address for Invoices: <u>210 East First Street</u> <u>Jordan, MN 55352</u>
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CUSTOMER'S SERVICE LOCATION(S) WITH XCEL ENERGY

1. Service Address/Location: See attached
 Street _____ City _____ County _____

2. Xcel Account Number(s): 51-5692610-8

3. Additional Locations and/or Account Numbers are listed below. Yes No (if so, see attached)

CUSTOMER'S PRODUCTION CAPACITY

Total Production Capacity: up to 1,250 kilowatts DC (estimated to be 1,670,000 kWh_{AC} in year 1)

SUMMARY OF PAYMENT TERMS AND AMOUNTS

Check those that apply:

Monthly at the rate of \$.1175 per kilowatt-hour (subject to a 1.75% annual increase)

Monthly at the rate of _____% fixed discount from the Xcel Energy S*RC _____ bill credit rate in effect at the time SunShare's subscription charge is calculated each month

Down payment of \$ _____

Credit check approved (date): _____

DESCRIPTION OF THE COMMUNITY SOLAR GARDEN(S) (optional at signing)

Multi-garden subscription? Yes No (if so, see attached)

Garden Location: _____ County: _____

Initial nameplate capacity: _____ kilowatts DC Garden name (optional): _____

OTHER IMPORTANT TERMS

The pricing in this Agreement is valid for 30 days after 10/7/15. If you fail to sign this Agreement and return it to us within 30 days, we reserve the right to reject it unless you agree to our then-current pricing.

THIS IS NOT AN INVESTMENT CONTRACT OR SECURITY. SUNSHARE IS NOT A COOPERATIVE. YOU ARE NOT AN OWNER OF SUNSHARE OR THE SOLAR GARDEN.

See below for more information on purchase terms, lender conditions, subscription transfer, assignment, etc.

**Account Numbers
and Service Addresses for
City of Jordan**

Account Number: 51-5692610-8

- Service Address 1: 100 1st St E, Jordan 55352-1502
- Service Address 2: 219 2nd St E, Jordan 55352
- Service Address 3: 521 Broadway St S, Jordan 55352-1725
- Service Address 4: 210 1st St E, Jordan 55352-1582
- Service Address 5: 112 Park Dr, Jordan 55352-1727
- Service Address 6: 107 4th St W, Jordan 55352-1309
- Service Address 7: 609 West St N, Jordan 55352-1332
- Service Address 8: 903 Syndicate St, Jordan 55352
- Service Address 9: 116 Water St, Jordan 55352-1517
- Service Address 10: 121 Sunset Dr, Jordan 55352-1724
- Service Address 11: 118 Park Dr, Jordan 55352-1727
- Service Address 12: 403 Rice St S, Jordan 55352-1715
- Service Address 13: 421 Water St, Jordan 55352-1541
- Service Address 14: 550 Broadway St S, Jordan 55352-1702
- Service Address 15: 502 Broadway St S, Jordan 55352-1702
- Service Address 16: 386 Sunset Dr, Jordan 55352
- Service Address 17: 407 Rice St S, Jordan 55352-1715
- Service Address 18: 110 Helena St, Jordan 55352-1805
- Service Address 19: 120 Sunset Dr, Jordan 55352-1719
- Service Address 20: 604 2nd St W, Jordan 55352-1213
- Service Address 21: 300 Nolden Ln, Jordan 55352
- Service Address 22: 401 Rice St S, Jordan 55352-1715
- Service Address 23: 501 Varner St N, Jordan 55352
- Service Address 24: 798 Hope Ave, Jordan 55352
- Service Address 25: 275 Creek Ln S, Jordan 55352
- Service Address 26: 202 Water St, Jordan 55352
- Service Address 27: 910 Syndicate St, Jordan 55352

1. **Parties.** This is a Community Solar Services Agreement between SunShare, LLC (herein "SunShare") and you, a retail electric service customer of Northern States Power Company, a subsidiary of Xcel Energy (herein "Xcel Energy"). For convenience, references to SunShare include the words "we", "us", and "our." References to you include the words "you" or "Customer." References to this Community Solar Services Agreement include the words "this Agreement."
2. **Effective Date; Term.** This Agreement is effective upon execution. The term of this Agreement (the "Term") is 300 consecutive calendar months, starting from the date of the first day of the first month following the initial production of kilowatt-hours ("kWh") by the first Solar Garden placed into service, as measured at the production meter. The responsibility of SunShare to facilitate the application of Bill Credits by Xcel Energy will terminate at the end of the Term. The term for additional Solar Gardens may be governed by a separate mutual agreement of the parties.
3. **The Community Solar Garden.** SunShare will construct, own, operate, and maintain one or more Community Solar Gardens ("Solar Gardens") in the following Minnesota county or counties:
Scott, Dakota, Hennepin, Carver, Sibley, Le Sueur, Rice

Minnesota Statute §216B.1641 allows you to own a portion of the solar energy produced from the Solar Garden(s) and attribute your share of solar energy to one or more of your metered premises.

4. **Customer's Production Capacity.** You are subscribed to the amount of production capacity (your "Production Capacity") shown in kilowatts on the cover page of this Agreement. We measure the amount of solar energy produced by your Production Capacity in kWh and refer to that energy in this Agreement as your "Solar Energy." If SunShare cannot deliver the full requested Production Capacity within three (3) years of the date of execution of this Agreement, you may elect to decline delivery of any additional Production Capacity under this Agreement after that date.
5. **Customer Eligibility.** We refer to the subscriber premises covered by this Agreement as your subscriber "Location" or "Locations." You agree that the following statements that establish your eligibility to purchase this subscription are true and complete, and you agree to notify us promptly if any of these statements ceases to be true:
 - A. The Xcel Energy service account number for each subscriber Location is accurate as stated on the cover page of this Agreement (and related attachments, if any), and the name of the customer of record is identical to your name as stated on same.
 - B. Your Location(s) are within Xcel Energy's Minnesota service territory and within or adjacent to a county listed above in Section 3, *The Community Solar Garden*.

In addition, you acknowledge that, to be eligible to enter this Agreement, you must first satisfy our credit requirements, which are subject to change and not contained in this Agreement.

SunShare and/or Xcel Energy will ensure that your subscribed Production Capacity is not more than forty percent (40%) of the nameplate capacity of any given Solar Garden(s) included under this Agreement, and is not expected to generate more than one-hundred-and-twenty percent (120%) of your historical annual electricity consumption (as defined by Xcel Energy) (your "Subscription Cap(s)") at the time of this Agreement.

6. **Bill Credits.** Xcel Energy is responsible for accepting deliveries of your Solar Energy, and for providing you with a Bill Credit in dollars for your Solar Energy on your retail electric service bill. The amount of your Bill Credit is based on a 25-year utility Bill Credit rate, as established and regulated by the Minnesota Public Utilities Commission ("MPUC") and as currently set forth in Xcel Energy's MN Rate Book at Section 9 (substantially similar to **Attachment E, Xcel/Subscriber Tariff**).
7. **Solar Renewable Energy Credits.** Our contract with Xcel Energy allows us to sell the Solar Renewable Energy Credits ("sRECs") associated with the Solar Garden(s) to Xcel Energy in exchange for a \$0.02/kWh increase to your Bill Credit (for Solar Gardens larger than 250 kilowatts). There may be additional, non-power related benefits associated with your Production Capacity, such as environmental, tax, or future benefits. You agree that SunShare or its designee is entitled to exercise those benefits, regardless of their ownership. If we need you to sign any additional documents to evidence our agreement relating to your sRECs and any other benefits that may be associated with your Production Capacity or Solar Energy, you agree to do so at our request.
8. **Monthly Payments.** Unless otherwise set forth in this Agreement, the payment amount you owe SunShare ("Monthly Subscriber Payment") is equal to the kWh of Solar Energy produced and delivered to Xcel Energy during a production month multiplied by the price per kWh in effect during the year in which the production month occurs, as shown on the price list on **Attachment A, 25-Year Price Schedule**.

If you are subscribed at a fixed discount as noted on the cover page of this Agreement, the subscription price is equal to the Bill Credit rate for the customer class listed on the cover page of this Agreement in effect at the time SunShare calculates each Monthly Payment due to us minus the fixed discount stated on the cover page of this Agreement, but at no time will

your subscription price be less than \$ _____/kWh ("Price Floor"). You agree to pay the full Monthly Subscriber Payment within thirty (30) days after the date of our invoice. We prefer you make monthly payments through automated funds transfer and may charge a processing fee to cover the cost of accepting your payment by credit card, debit card, or check.

9. **Late Payments; Disputed Invoices.** If you pay us late, we will charge you interest on the unpaid balance at the rate of two percent (2%) per month, or at any lesser maximum rate permitted by law, until you have fully paid your past due balance.

If you dispute all or a portion of an invoice from us, or if any other claim or adjustment arises under this Agreement, you agree to pay the undisputed portion when due and provide us with notice of the amount in dispute. We will endeavor to mutually resolve the dispute within thirty (30) days of said notice as provided in Section 32, *Dispute Resolution*.

10. **Insurance.** We will insure the Solar Garden(s) during the Term of this Agreement in accordance with our contract with Xcel Energy and applicable law, regulations, and tariffs. (The 2015 Xcel Energy coverage requirement is \$2 million per occurrence.) You are not responsible for insuring any aspect of the Solar Garden.
11. **Notice of Service Outage.** You acknowledge that the Solar Garden(s) you subscribe to under this Agreement may, from time to time, be out of service. For example, temporary outage events may occur due to scheduled maintenance, unscheduled maintenance, or events outside our control. We will notify you within thirty (30) days if one or more of the Solar Gardens you subscribe to under this Agreement goes out of service for more than twelve (12) consecutive business days. We will also provide you notice of the estimated length of the outage and impact on the Solar Garden's solar energy production. In the case of an extended Solar Garden outage, we will provide you with ongoing updates on the status of the Solar Garden.
12. **Information Disclosures.** You agree that SunShare is authorized to provide specific and limited information related to your subscription or your participation in the Solar Garden(s) that may be required by Xcel Energy, the MPUC, the Minnesota Department of Commerce, or the Minnesota Office of Attorney General. You agree to complete and execute any forms necessary to effect said authorization.
13. **Marketing and Promotional Materials.** We have the right to use graphical representations or photography of the Solar Garden(s) in our marketing and promotional materials. You agree to the use of your name and logo, if applicable, in our marketing materials in connection with the Solar Garden(s) and any future Community Solar Garden(s) or similar projects undertaken by SunShare. We agree not to disclose any other information in connection with our marketing and promotional materials.
14. **Taxes.** Under Minnesota law, SunShare may be required to pay a Solar Energy Production Tax on the solar energy produced by your Production Capacity in the Solar Garden(s). Your Subscriber Payment(s) support the payment of this tax and other Taxes currently applicable to the Solar Garden(s) for the life of the project. If a new or increased federal, state, or local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, or transaction tax, or other taxes, regulatory fees, surcharges, or other similar charge (collectively, "New Tax") is imposed upon the Solar Garden(s), we reserve the right to assess you in proportion to your Monthly Subscriber Payments to cover the New Tax.
15. **Related Agreements.** In addition to the obligations set out in this Agreement, SunShare also has obligations under the related agreements described in Sections 16 and 17, directly below.
16. **Solar*Rewards Community Agreement.** SunShare will enter into an agreement with Xcel Energy substantially similar to **Attachment F, *Xcel/Developer Tariff***, under which SunShare and Xcel Energy take the following actions in the implementation of the Solar Garden:
- A. **SunShare's Responsibilities.** SunShare is responsible for operating and maintaining the Solar Garden(s) in good working order so that it produces solar energy; for notifying Xcel Energy within 30 calendar days after any planned or unplanned outages; for promptly repairing or replacing any damaged or destroyed equipment; for delivering and selling the solar energy and the associated solar renewable energy credits ("sRECs") to Xcel Energy; for providing Xcel Energy with current information that identifies you, your Production Capacity, and your Solar Energy; and for sending you a monthly invoice for your Solar Energy payable directly to SunShare.
- B. **Xcel Energy's Responsibilities.** Xcel Energy is responsible for accepting delivery of your Solar Energy and any related sRECs, and for providing bill-credit payments for your Solar Energy on your retail electric service bill (your "Bill Credit") according to the MPUC-approved Solar*Rewards Community Program tariff.
17. **Required Agency Agreements.** You agree to complete and execute an Xcel Energy's Customer Consent Form ("Customer Consent Form") substantially similar to **Attachment C**, as necessary to authorize Xcel Energy to share relevant information with us about your electricity use. You also agree to complete and execute a Solar*Rewards Community Subscriber Agency Agreement and Consent Form ("Agency Agreement") substantially similar to **Attachment D**, as necessary to authorize us to act as your agent for purposes of carrying out this Agreement and enable us to process changes requested under Section 18, *Changes In Your Participation*. If, in order to effectuate any part of this Agreement, a new Customer Consent Form or Agency Agreement must be executed, you agree to execute said required agency agreement(s) without delay.

18. Changes in Your Participation. You may reallocate, transfer, or reduce your Production Capacity only under the following terms, which also govern early termination, subscriber balancing, and other changes in your participation.

A. Substitution of New Premises. You may substitute new premises of yours for any Location covered by this Agreement by providing us a written request identifying:

- i. The name of the Xcel Energy customer of record, the account number, meter number(s), and the physical address and county associated with the new premises, for the purpose of applying Bill Credits; and
- ii. If the proposed transfer meets Xcel Energy's program requirements, we will provide you with the following documents to fully complete, execute, and return to us before we can approve the requested substitution of Locations:
 - a) updated Agency Agreements under Section 17, if required;
 - b) an amendment to this Agreement reflecting the new customer Location(s); and
 - c) any other agreements or documents reasonably requested by us or Xcel Energy.

B. Transfer of Production Capacity to Another Entity. You may transfer or assign all or part of your Production Capacity to any person or entity who qualifies as an eligible subscriber in the Solar Garden(s) by sending us a written request in which you identify:

- i. The name of the proposed transferee and the physical address and county of the Location(s) to be assigned Production Capacity, along with other information reasonably required by SunShare;
- ii. If the proposed transferee meets eligibility requirements, including Xcel Energy's program requirements and our credit requirements, we will provide you with the following documents which you and the proposed transferee will need to fully complete, execute, and return to us so that we can process the proposed requested transfer:
 - a) a written assignment of your designated Production Capacity and Solar Energy to the proposed transferee;
 - b) updated Agency Agreements under Section 17, if required; and
 - c) any other agreements or documents reasonably requested by us or Xcel Energy.

If the proposed transferee does not meet our credit requirements but is otherwise an eligible subscriber, you can elect Early Termination (see below) and then transfer or assign all or part of the associated Production Capacity to your proposed transferee. You agree that in no event shall you transfer your Production Capacity for more than the exit prepayment you've made to SunShare as of the date of the transfer.

C. Inability to Receive Bill Credits. If you terminate your electric service from Xcel Energy, move outside the Xcel MN service territory, or otherwise lose your ability to receive Bill Credits without first transferring your Production Capacity to an eligible transferee, we will work with you in good faith and provide commercially reasonable efforts to assist in identifying and marketing your Production Capacity to eligible transferees. You will continue to be responsible for Monthly Payment(s) under this Agreement, minus the rate that Xcel Energy pays us for unsubscribed energy under the contract referenced in Section 16, *Solar*Rewards Community Agreement*, until the Production Capacity is transferred.

D. Arbitrary Exit. This Agreement is structured to discourage arbitrary exit. Subscribers will preferably exit under provisions B or C above. That said, you may terminate this Agreement at any time during its Term by paying us the fee ("Early Termination Fee") shown on **Attachment A, 25-Year Price Schedule**. The Early Termination Fee represents the expected discounted value to SunShare of the amount of your remaining payment obligations under this Agreement, minus the expected rate that Xcel Energy will pay us for unsubscribed energy under the Contract referenced at Section 16, *Solar*Rewards Community Agreement*. Upon your payment of the Early Termination Fee and effective assignment of your Production Capacity and the sRECs associated with your Production Capacity to SunShare, we will terminate this Agreement and release you from further obligation.

E. Subscriber Wait List. If you desire to transfer or assign your Production Capacity in the Solar Garden and have not identified a transferee, SunShare will make commercially reasonable efforts (upon your request) to identify an eligible and willing transferee(s) to whom we can offer to transfer or assign all or a portion of your Production Capacity in a timely manner. In particular, if the Solar Garden is fully subscribed, it is our intent to maintain a wait list of eligible customers of Xcel Energy who desire to participate in the Solar Garden to whom we can offer to transfer your Production Capacity.

F. Processing Changes. Transfers of your Production Capacity or substituting Locations may take up to ninety (90) days to complete, depending on the accuracy of the information we receive and the timely completion and return by you of the documents we require. You agree to pay the Monthly Payment until you have fully complied with this process and we approve your proposed transfer or location substitution.

G. Reallocation of Production Capacity; Oversubscription.

- i. Reallocation of Production Capacity. To enable ongoing subscriber balancing across Solar Gardens, we reserve the right, at our option and in our sole discretion, to reallocate all or a portion of your Production Capacity among one or more Solar Gardens without notice ("Reallocated Capacity"), so long as it does not reduce your effective Bill Credit rate or other material benefits due to you under this Agreement. You hereby consent to us assigning rights to Reallocated Capacity to another SunShare entity if necessary to enable such reallocation.
- ii. Oversubscription. If total subscriptions exceed the Solar Garden(s) nameplate capacity, or if we are otherwise commercially or physically unable to meet the Production Capacity set forth in this Agreement (all such circumstances, an "Oversubscription"), we may, at our discretion, defer all or a portion of your requested Production Capacity to a currently existing or future Solar Garden(s) for which you would be an eligible subscriber, if and when capacity from such a project becomes available.

You agree that we have the authority to modify the non-price terms on the cover page of this Agreement as may be necessary to effectuate or reflect the details of said reallocation or oversubscription.

19. Mutual Acknowledgements. We agree that, regardless of any other provisions to the contrary, under this Agreement:

- A. We will sell the Solar Energy generated by your Production Capacity, along with the associated sRECs if relevant, to Xcel Energy as your agent under Section 17, *Required Agency Agreements*.
- B. Your purchase of Community Solar subscriber benefits under this Agreement, including the Bill Credits related to your Solar Energy, will be treated as a service contract under Internal Revenue Code Section 7701(e), and its various subparts.
- C. You do not, by virtue of this Agreement, have the right to "operate" the Solar Garden(s), as that term is used in Section 7701(e)(4)(A) of said code.
- D. Neither you nor a "related entity" will bear "any significant financial burden if there is nonperformance" by SunShare under this Agreement, as those phrases are used in Section 7701(e)(4)(A) of said code.

We agree that all tax returns, information statements, reporting requirements, and other filings made by either of us will be made so that they comply with the mutual acknowledgements described in paragraphs (A) through (D) above, unless the law in effect at the time requires either of us to do otherwise.

20. Lender Conditions. You understand that we may finance or capitalize the acquisition, development, installation, operation, and/or maintenance of the Solar Garden(s) with loans, financing, or other accommodations from one or more lenders or financial institutions ("Lender").

You acknowledge and agree that:

- A. Your eligibility for this Agreement is subject to final Lender approval, and SunShare has no obligation to perform this Agreement absent said Lender approval;
- B. You agree that our obligations to the Lender may be secured by, among other collateral, a pledge or collateral assignment of this Agreement and a first priority security interest in the Solar Garden(s) (collectively, the "Lender's Security Interest"); in order to facilitate this financing, you consent to our granting to Lender the Lender's Security Interest;
- C. You and all of your rights under this Agreement are and will be subject and subordinate to the Lender's Security Interest (and as later modified by any and all renewals, modifications, supplement, amendments, consolidations, replacements, substitutions, additions, and extensions); and
- D. No amendment or modification of this Agreement is permitted without the Lender's prior written consent, with the exception of our approval of a change in your participation under this Agreement as set out in Section 18, *Changes in Your Participation*.

21. Assignment by SunShare. SunShare may assign this Agreement along with all of our rights and obligations to any affiliate or third party without notice, for any purpose, including in the event of an acquisition, corporate reorganization, merger, or sale of its assets to another entity. That said, we will attempt to provide commercially reasonable notice to you of the assignment of this Agreement to any non-affiliated third party.

22. Lender's Default Rights. If we default under our financing documents with our Lender, the follow provisions apply:

- A. The Lender, through its security interest, will be entitled to exercise any of our rights and remedies under this Agreement. The Lender will also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the Solar Garden.

- B. The Lender will have the right, but not the obligation, to pay all sums due from us under this Agreement and to perform any other act, duty, or obligation required of us, and to cure any default by us ("SunShare Default") in the time and manner provided by the terms of this Agreement. Nothing requires the Lender to cure any SunShare default or perform any act, duty, or obligation of SunShare under this Agreement, unless the Lender has succeeded to our rights under this Agreement, but Customer hereby gives Lender the option to do so.
- C. If the Lender exercises its remedies under the Lender's Security Interest in the Solar Garden, including any sale by the Lender, whether by judicial proceeding or under any power of sale, or any conveyance from us to Lender (or its assignee) in lieu of a sale, the Lender will give you notice of the transfer or assignment of this Agreement. If Lender exercises these remedies, it will not constitute a default under this Agreement, and will not require your consent. No such transfer for assignment under this Provision shall cause a material change to the terms of this Agreement.
- D. Upon any rejection or other termination of this Agreement under any process undertaken with respect to us under the United States Bankruptcy Code, you agree to enter into a new agreement with Lender or its assignee under substantially the same terms as this Agreement, including the effective Term under Section 2 (*Effective Date; Term*) if Lender requests you to do so within ninety (90) days of the termination or rejection of this Agreement.
- E. At our request, you agree to deliver to Lender and SunShare a fully executed Acknowledgement and Confirmation to Lender in the form of **Attachment B** to this Agreement, in which you acknowledge and confirm that the legal and full ownership of the Solar Garden(s) remains in SunShare, or its affiliate, and that the Solar Garden(s) is the property of SunShare, or its affiliate.

23. Customer Default. The following events will constitute an event of breach or default on your part (a "Customer Default"):

- A. Except as otherwise expressly permitted in this Agreement, you terminate this Agreement before the end of the Term;
- B. You are in breach of any written representation or warranty, or fail to perform any material obligation set forth in this Agreement, including failure to pay any amount when due under this Agreement, unless your breach or failure is cured within thirty (30) days after you receive written notice from us; or
- C. You admit in writing your insolvency, assign your assets for the benefit of creditors, enter any bankruptcy or reorganization proceeding (either voluntary or involuntary), are otherwise adjudicated bankrupt or insolvent, or have all or substantially all of your assets subject to attachment, execution, or other judicial seizure; or any similar event occurs.
- D. You attempt to claim any sRECs or other non-energy benefits in connection with the Solar Energy that conflict with the terms of this Agreement.

24. Our Remedies in Case of Your Default. If you are in default under this Agreement, we may use any remedy available to us in this Agreement or by law, including by taking one or more of the following actions at our option and in our discretion:

- A. Stop delivery of your Subscriber Bill Credits until such default is remedied;
- B. Cancel this Agreement, resulting in termination of said credits;
- C. Recover from you (i) the Early Termination Fee (see Section 18.D, *Arbitrary Exit*) plus (ii) any late charges, penalties, interest, taxes, or other sums then accrued or due and owing to SunShare; and
- D. Petition a court of law to recover damages for your default (including without limitation our court costs, reasonable attorneys' fees, and other actual expenses relating to your default).

You agree that, upon cancellation of the Agreement under the terms set forth herein, your Production Capacity and related subscriber Bill Credits, sRECs, and other non-energy benefits will automatically assign back to us, so that we may offer it to other potential subscribers. You agree to cooperate with us if necessary to preserve our right to said capacity and benefits.

25. SunShare Default. The following events will constitute a breach or default on our part (a "SunShare Default"):

- A. Except as otherwise expressly permitted in this Agreement, we terminate this Agreement before the end of the Term;
- B. We are in breach of any representation or warranty, or fail to perform any material obligation as set forth in this Agreement and our breach or failure is not cured within sixty (60) days after written notice from you; and
- C. We admit in writing our insolvency, assign our assets for the benefit of creditors, enter any bankruptcy or reorganization proceeding (either voluntary or involuntary), are otherwise adjudicated bankrupt or insolvent, have all or substantially all of our assets subject to attachment, execution, or other judicial seizure; or any similar event occurs.

26. Lender's Right to Cure. Regardless of any contrary term in this Agreement:

- A. You will not terminate or suspend this Agreement unless you have given the Lender prior written notice of your intent to do so with a description of the event giving rise to the alleged SunShare Default, and provide the Lender with the

opportunity to cure the SunShare Default within sixty (60) days after such notice or any longer period provided for in this Agreement. If the SunShare Default reasonably cannot be cured by the Lender within the period established under this Agreement and the Lender commences and continuously pursues cure of such SunShare 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 thirty (30) days. SunShare's and Customer's respective obligations will otherwise remain in effect during the cure period.

- B.** If the Lender or its lawful assignee (including any buyer or transferee) acquires title to or control of SunShare's 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, then the Lender and/or its assignee will no longer be in default under this Agreement, and this Agreement will continue in full force and effect.
- C.** At the request of Lender and/or its assignee, you agree to execute and deliver any document, instrument, or statement (but not including any payment) required by law or otherwise as reasonably requested by Lender or its assignee in order to create, perfect, continue, or terminate the security interest in favor of Lender in all assets of SunShare, and to secure the obligations evidenced by Lender's Security Interest.
- 27. Your Remedies in Case of Our Default.** If we are in default under Section 25, *SunShare Default*, and our default results in the failure or inability of the Solar Garden(s) to produce Solar Energy for a period of one hundred and eighty (180) consecutive days, you may terminate this Agreement without further obligation.
- 28. SunShare Indemnity; Restriction on Customer Liens.** Subject to the limitations contained in Section 29 directly below, we agree to indemnify, defend, and hold you harmless from and against any damages or losses directly attributable to a material breach of our obligations under this Agreement that are found to be due to our gross negligence or willful misconduct. The Solar Garden(s) will not be subject to any lien, security interest, claim, mortgage, or deed of trust that may be imposed on or assessed through you or against any property belonging to you.
- 29. Limitations of Liability.** Except for our indemnity obligations under Section 28 directly above, with respect to third party claims, we will not be liable to you for general, special, punitive, exemplary, indirect, incidental, or consequential damages arising from or out of this Agreement. Our total liability to you under this Agreement will in no event exceed the aggregate of all payments made by you under this Agreement during the preceding 12 months. That amount will be your sole and exclusive remedy and all other remedies or damages at law or equity are waived. We are not responsible for any consequential, incidental, punitive, exemplary or indirect damages, lost profits or losses relating to this Agreement, in tort or contract, including any negligence or otherwise. **EXCEPT AS EXPRESSLY PROVIDED HEREIN, SUNSHARE MAKES NO OTHER WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE SOLAR GARDEN(S) OR SUNSHARE'S OBLIGATIONS UNDER THIS AGREEMENT. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED.**
- 30. Force Majeure.** If we are unable to perform all or some of our obligations under this Agreement because of a Force Majeure Event, we will be excused from whatever performance is affected by the Force Majeure Event, provided that: (a) as soon as is reasonably practical, we provide you with notice describing the Force Majeure Event; (b) the suspension of our obligations is limited to the scope and the duration required by the Force Majeure Event; and (c) no obligation of ours that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event will be excused as a result of such Force Majeure Event.
- "Force Majeure Event" means any event, condition, or circumstance beyond the control of and not caused by SunShare's fault or negligence. It will include, without limitation, failure or interruption of the production, delivery, or acceptance of electricity due to: an act of God; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; tornado; hail; volcanic activity; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; the binding order of any governmental authority (provided such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies, or products; power or voltage surge caused by someone other than us, including a grid supply voltage outside of the standard range specified by the utility's equipment or products (but not to the extent that any such availability of any of the foregoing results from SunShare's failure to have exercised reasonable diligence); and failure of equipment not utilized by us or under our control.
- 31. Termination Upon Force Majeure.** If we are prevented from performing under this Agreement by reason of Force Majeure for a continuous period of three hundred sixty-five (365) calendar days during the Term, then either Party may terminate this Agreement, without liability on either of our parts to the other, upon thirty (30) days written notice. In no event shall a Force Majeure Event excuse a party from the payment of money due, or from the performance of its indemnity obligations under this Agreement.
- 32. Dispute Resolution.** Each of us agrees that to expedite and control the costs of disputes, the resolution of any dispute between us relating to this Agreement ("Dispute") will be resolved according to the following procedures:

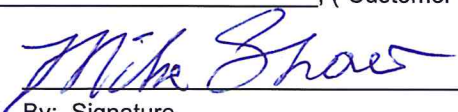
- A. Unless otherwise agreed in writing, we agree to continue to perform each of our respective obligations under this Agreement during the course of the resolution of the Dispute.
 - B. Each of us agrees to first try to resolve any Dispute jointly and informally within thirty (30) days after one party has notified the other in writing of the Dispute.
33. **Governing Law, Jurisdiction, and Venue.** The laws of the State of Minnesota govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance, and enforcement. A party bringing a legal action or proceeding against the other party arising out of or relating to this Agreement or the transactions it contemplates must do so in a court of the State of Minnesota; both parties hereby consent to said jurisdiction.
34. **Legal Notices.** All notices and other communications under to this Agreement, will be in writing and will be deemed given if sent by nationally recognized overnight courier or mailed by registered or certified mail (return-receipt requested) to the address listed on the cover page of this Agreement, or to such other address as the Party to whom notice is to be given may have furnished to the other Party in writing. Each party agrees to service of process by registered or certified mail, return receipt requested.
35. **Miscellaneous.**
- A. **Authority.** You have the full power and authority to execute and deliver this Agreement and to perform your obligations hereunder. Your execution and performance of this Agreement and of your obligations under this Agreement have been duly authorized by all necessary action.
 - B. **Binding Effect.** This Agreement will be binding upon and inure to the benefit of each of us, and to our successors and permitted assigns, but nothing in this Agreement, express or implied, is intended to confer or will confer upon any other entity or person any benefits, rights, or remedies except as expressly set forth in this Agreement.
 - C. **Entire Agreement; Amendment; No Waiver.** This Agreement, plus the Attachments referenced herein, contains the entire agreement and understanding between us concerning this Agreement and supersedes any prior or contemporaneous agreement, either written or verbal. Any changes or amendments to, or waivers of, any provisions of this Agreement will only be effective if they are in writing and signed by both of us. Failure at any time, by either party, to require strict performance of a provision of this Agreement will not waive or diminish the party's right to thereafter demand strict compliance of said provision. If any provision of this Agreement is determined to be unenforceable, the remaining provisions shall remain in full force and effect. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed, which will include without limitation the obligation to make payments.
 - D. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original, and shall become operational when each of us has signed and delivered said counterpart to the other party, for example by facsimile or other electronic transmission.
 - E. **Pricing.** The pricing offered in this Agreement is valid for 30 days after 10/7/2015. If you fail to sign this Agreement and return it to us within 30 days, we reserve the right to reject it unless you agree to our then-current pricing.

I have read this Agreement and its Attachments in their entirety, and I acknowledge that I have received a complete copy of this Agreement.

_____, ("SunShare")

_____, ("Customer")

By: Signature



By: Signature

Printed name

Mike Shaw

Printed name

Title

Mayor

Title

Date

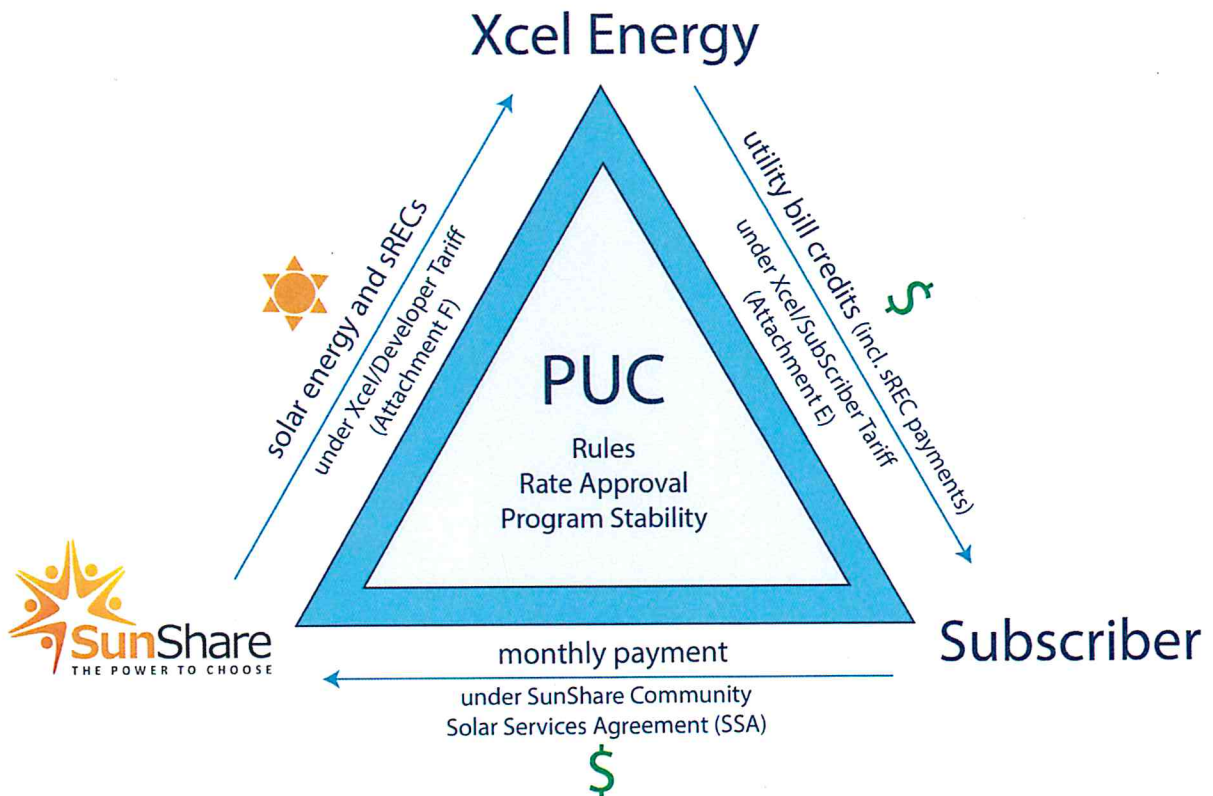
11/5/15

Date

Table of Contents – Attachments

SunShare, LLC Minnesota Commercial SSA Contract

- A. 25-Year Price Schedule
- B. Acknowledgement and Confirmation to Lender
- C. Xcel Energy Customer Data Consent Form
- D. Subscriber Agency Agreement and Consent Form
- E. Xcel/Subscriber Tariff (Xcel Energy MN Rate Book, Section 9, at Sheets 64 – 67).
- F. Xcel/Developer Tariff (Xcel Energy MN Rate Book, Section 9, at Sheets 69 – 88).



Attachment A
City of Jordan
25 Year Price Schedule

Year	SSA (SunShare price/kWh) ¹	Est. Annual Production (kWh)	Early Termination Fee ^{1,2}
1	\$0.11750	1,670,000	\$3,261,115
2	\$0.11956	1,661,650	\$3,191,903
3	\$0.12165	1,653,342	\$3,118,561
4	\$0.12378	1,645,075	\$3,040,979
5	\$0.12594	1,636,850	\$2,959,044
6	\$0.12815	1,628,665	\$2,872,638
7	\$0.13039	1,620,522	\$2,781,642
8	\$0.13267	1,612,419	\$2,685,934
9	\$0.13499	1,604,357	\$2,585,389
10	\$0.13736	1,596,336	\$2,479,881
11	\$0.13976	1,588,354	\$2,369,276
12	\$0.14221	1,580,412	\$2,253,443
13	\$0.14469	1,572,510	\$2,132,244
14	\$0.14723	1,564,648	\$2,005,539
15	\$0.14980	1,556,824	\$1,873,184
16	\$0.15242	1,549,040	\$1,735,034
17	\$0.15509	1,541,295	\$1,590,938
18	\$0.15781	1,533,589	\$1,440,742
19	\$0.16057	1,525,921	\$1,284,291
20	\$0.16338	1,518,291	\$1,121,422
21	\$0.16624	1,510,700	\$951,973
22	\$0.16915	1,503,146	\$775,775
23	\$0.17211	1,495,630	\$592,657
24	\$0.17512	1,488,152	\$402,442
25	\$0.17818	1,480,711	\$204,951
¹ Assumes Annual Utility Escalator			2.75%
² Assumes Net Utility Wholesale Price			\$0.037

Attachment B

Acknowledgment and Confirmation to Lender

This Acknowledgement and Confirmation to Lender, dated as of _____ (this "Acknowledgement"), is made by _____ ("Customer") under that certain Solar Services Agreement dated _____ (the "SSA") with SunShare LLC ("SunShare"). This Acknowledgement is provided pursuant to the SSA to a lender to the project ("Lender"), which is providing financial accommodations to SunShare. The solar photovoltaic system (the "Solar Garden") will be installed, operated, and maintained by SunShare pursuant to the SSA. The Solar Garden is located at SunShare's facility as described in the SSA.

1. Acknowledgement of Collateral Assignment.

- (a) Customer acknowledges the collateral assignment by SunShare to Lender, of SunShare's right, title, and interest in, to, and under the SSA, as provided in the SSA.
- (b) Lender, as the assignee of collateral, is entitled to exercise any and all rights of lenders generally with respect to SunShare's interests in the SSA, including those rights provided to Lender in the SSA.
- (c) Customer acknowledges that it has been advised that SunShare has granted a first priority security interest in the Solar Garden to Lender and that Lender has relied upon the characterization of the Solar Garden as personal property, as agreed in the SSA in accepting such security interest as collateral for its financial accommodations to SunShare.
- (d) Until further written notice, Customer agrees to make all payments due SunShare under the SSA to Lender, and to provide any notices to Lender at the following address:

Attention: _____

Reference: _____

Account Number: _____ to the following account

2. Confirmation. Customer confirms the following matters for the benefit of Lender:

- (a) To Customer's knowledge, there exists no event or condition that constitutes a default, or that would, with the giving of notice or lapse of time, constitute an event of default, under the CSSA.
- (b) Customer is not aware of any existing lease, mortgage, security interest, or other interest in or lien which could attach to the Solar Garden an interest adverse to Lender's security interest therein.

Signature: _____

By: _____, Customer (printed name)

Attachment C

Xcel Energy Customer Data Consent Form



Consent form instructions for the entity requesting Customer Energy Usage Data: The requesting entity must use this form to obtain authorization from any Xcel Energy customer for the release of that Customer's Energy Usage Data to the entity. The requesting entity must populate the form by providing all of the information specified in the instructions and appropriately marking all applicable checkboxes. The entity must provide the completed form for signature to the Xcel Energy customer whose information the entity is seeking to obtain.

The entity requesting Customer Energy Usage Data must provide the following information on the form prior to providing the form to the customer for signature (refer to the corresponding fields within the form):

- (1) Specify requesting entity's details, including the name of the person the customer may contact with questions.
- (2) Describe the purpose(s) of the proposed use of Customer Energy Usage Data. The description must be detailed and sufficiently clear to inform the customer and Xcel Energy of the purposes for which the data will be used.
- (3) Identify details about the information you are requesting by populating the type of service, the interval and time period for measuring Customer Energy Usage Data, and any other unique data element not otherwise listed on the consent form.
- (4) Specify the date or event of consent termination, if the consent period is different from three (3) years.
- (5) Provide the full service address (including city and state) in order to process a release request.

If any of this information is not provided, or the form is otherwise incomplete, it will not be accepted by Xcel Energy.

(1) REQUESTOR INFORMATION:

Requesting entity name: _____
Contact person: _____
Physical & mailing address: _____
Phone: (____) _____ Fax: (____) _____
Email: _____

CONSENT TO RELEASE CUSTOMER ENERGY USAGE DATA

(2) We – the entity identified above – have asked you to authorize Xcel Energy to disclose your Customer Energy Usage Data to us so that we may:

- Provide you with products or services you requested
Offer you products/services that may interest you
Determine your eligibility for an energy program
Analyze your data
Other (specify): _____

(3) INFORMATION WE ARE REQUESTING

We are requesting access to your Customer Energy Usage Data, which is specific information that Xcel Energy collects from your utility meter (check all service types that apply):

- Electric
Natural Gas
Steam

Xcel Energy’s standard report of Customer Energy Usage Data contains monthly usage information. Depending on the type of utility meter installed at your premise, Xcel Energy might be able to provide more granular (daily) Customer Energy Usage Data, and/or information about total energy use in each billing period, average energy use per day, and measured and billed demand.

Interval of Customer Energy Usage Data requested:

- Monthly readings (Xcel Energy’s standard report)
Daily readings (if available)

Range of historical Customer Energy Usage Data requested:

- One month ___/___
Most recent 12 months
Most recent 24 months
Most recent 36 months
If desired: ongoing future releases of monthly Customer Energy Usage Data through ___/___

In addition to the Customer Energy Usage Data described above, the report we receive from Xcel Energy will also include your: name; account number; service number; meter number; utility type; service address; premise number; premise description; meter read date(s); number of days in the billing period; utility invoice date; base rate bill amount; other charges including base rate and non-base rate adjustments; taxes, and invoice total amount.

Exclusion: Xcel will not provide us with your Social Security Number or any financial account number.

CUSTOMER’S CONSENT

Your information is treated as private by Xcel Energy. You are not required to authorize the disclosure of your information, and your decision not to authorize the disclosure will not affect your utility services. Note that Xcel Energy will have no control over the information disclosed pursuant to this consent, and will not be responsible for monitoring or taking any steps to ensure that the information recipient maintains the confidentiality of the information or uses it as authorized by you.

By signing this form you acknowledge and agree that you are the customer of record for this account and that you authorize Xcel Energy to disclose your information as specified in this form. This consent is valid for three years or through (4) ___/___/___, or until you terminate your service or withdraw consent by sending a written request with your name and service address to Xcel Energy at P.O. Box 8 Eau Claire WI 54702 or datarequest@xcelenergy.com. You may terminate this consent at any time.

CUSTOMER ACCOUNT NUMBER(S) (attach addendum if multiple numbers) _____

(5) FULL SERVICE ADDRESS _____

SIGNATURE OF CUSTOMER OF RECORD [Signature: Mike Shaw]

PRINTED Mike Shaw DATE SIGNED 4/5/15



Attachment D

Subscriber Agency Agreement and Consent Form

**Solar*Rewards Community
Subscriber Agency Agreement and Consent Form**

The undersigned ("Subscriber") has a Subscription to the following Community Solar Garden:

Community Solar Garden name: _____	Community Solar Garden address: _____ _____
Community Solar Garden operator: _____	Community Solar Garden contact information for Subscriber questions and complaints: Address (if different from above): _____ _____ Telephone number: _____ Email address: _____ Website URL: _____

Subscriber Name: _____	Subscriber Service Address where receiving electrical service from Northern States Power Company: _____ _____ _____
Subscriber Account Number with Northern States Power Company: _____	

By signing this Solar*Rewards Community Subscriber Agency Agreement and Consent Form, the Subscriber agrees to all of the following:

1. Assignment of Renewable Energy Credits ("RECs"), Energy and Capacity to Northern States Power Company, a Minnesota corporation. The Subscriber agrees that the Community Solar Garden Operator has authority to assign all energy produced and capacity associated with the photovoltaic energy system at the Community Solar Garden to Northern States Power Company, and the Subscriber agrees that all energy produced, and capacity associated with the Subscriber's share of the photovoltaic energy system at the Community Solar Garden shall belong to Northern States Power Company. The Subscriber also agrees that the Community Solar Garden Operator has authority to assign all RECs associated with the photovoltaic energy system at the Community Solar Garden to Northern States Power Company, and that if the Community Solar Garden or a person or entity on its behalf has assigned the RECs to Northern States Power Company, then all RECs associated with the Subscriber's share of the photovoltaic energy system at the Community Solar Garden shall belong to Northern States Power Company.

2. Tax Implications. The Community Solar Garden Operator has provided the Subscriber with a statement that Northern States Power Company makes no representations concerning the taxable consequences to the Subscriber with respect to its Bill Credits to the Subscriber or other tax issues relating to participation in the Community Solar Garden.

3. Northern States Power Company hereby discloses to the Subscriber that it recognizes that not all production risk factors, such as grid-failure events or atypically cloudy weather, are within the Community Solar Garden Operator's control.

4. Information Sharing. Participating in the Solar*Rewards Community Program will require sharing **Subscriber's Account Information** (name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, Subscriber specific Bill Credit(s)) and **Subscriber's Energy Use Data** (the past, present and future electricity usage attributable to the Subscriber for the service address and account number identified for participation in the Community Solar Garden). The following outlines the type of information that will be shared, and how that information will be used.

a. Subscriber's Account Information and Subscriber Energy Usage Data. The Subscriber authorizes Northern States Power Company to provide the Community Solar Garden Operator (and the Community Solar Garden Operator's designated subcontractors and agents) with the Subscriber's Account Information and Subscriber's Energy Usage Data as described in Section 4 above. This information is needed to allow the Community Solar Garden Operator determine the extent to which the Subscriber is entitled to participate in the Community Solar Garden, and to validate the amount of the Bill Credits to be provided by Northern States Power Company to the Subscriber. The current data privacy policies of Northern States Power Company applicable to its Solar*Rewards Community Program provided to the Subscriber by the Community Solar Garden Operator pursuant Section 3 above are attached as Exhibit 1 of this **Solar*Rewards Community Subscriber Agency Agreement and Consent Form**. These privacy policies include definitions of "Subscriber's Account Information" and "Subscriber's Energy Usage Data."

b. Subscriber's Subscription Information. The Subscriber authorizes the Community Solar Garden Operator to provide information to Northern States Power Company identifying the Subscriber (with the Subscriber's name, service address, and account number) and detailing the Subscriber's proportional share in kilowatts of the Community Solar Garden and to provide additional updates of this information to Northern States Power Company as circumstances change. This information is needed to allow Northern States Power Company to properly apply Bill Credits for the photovoltaic energy generated by the Community Solar Garden. Also, this information is needed to allow Northern States Power Company to send to the Subscriber notices or other mailings pertaining to their involvement in the Solar*Rewards Community Program. The Community Solar Garden Operator shall not disclose Subscriber information in annual reports or other public documents absent explicit, informed consent from the Subscriber. The Community Solar Garden Operator will not release any Subscriber data to third parties except to fulfill the regulated purposes of the Solar*Rewards Community Program, to comply with a legal or regulatory requirement, or upon explicit, informed consent from the Subscriber.

4. Information Sharing. (Continued)

c. Aggregated Information. Aggregated information concerning production at the Community Solar Garden may be publicly disclosed to support regulatory oversight of the Solar*Rewards Community Program. This includes annual reports available to the public related to specific Community Solar Gardens, including but not limited to production from the Community Solar Gardens; size, location and the type of Community Solar Garden subscriber groups; reporting on known complaints and the resolution of these complaints; lessons learned and any potential changes to the Solar*Rewards Community Program; reporting on Bill Credits earned and paid; and reporting on the application process. Aggregated information will not identify individual Subscribers or provide Subscriber-Specific Account Information, Subscriber-Specific Energy Usage Data or Subscriber-specific Bill Credits unless a Subscriber provides explicit informed consent. Depending on the nature of the aggregated information, however, it may still be possible to infer the amount of production attributed to individual Subscribers to the Community Solar Garden. The Subscriber agrees to the inclusion of its production information in the creation of the aggregated information. The Community Solar Garden Operator will not use aggregated information for purposes unrelated to the Solar*Rewards Community Program without first providing notice and obtaining further consent, unless the aggregated information is otherwise available as public information. The policies of Northern States Power Company related to sharing aggregated information are part of the data privacy policies contained in the attached Exhibit 1 of this **Solar*Rewards Community Subscriber Agency Agreement and Consent Form** and should be provided to the Subscriber by the Community Solar Garden Operator pursuant Section 3 above.

d. Information Requests from the MPUC or the Department of Commerce. The Subscriber agrees that the Community Solar Garden Operator and Northern States Power Company are authorized to provide any information they possess related to the Subscriber or the Subscriber's participation in the Community Solar Garden to the Minnesota Public Utilities Commission (MPUC), the Minnesota Department of Commerce, or the Minnesota Office of Attorney General. This information is needed to allow proper regulatory oversight of Northern States Power Company and of the Solar*Rewards Community Program.

e. Liability Release. Northern States Power Company shall not be responsible for monitoring or taking any steps to ensure that the Community Solar Garden Operator maintains the confidentiality of the Subscriber's Account Information, the Subscriber's Energy Usage or the Bill Credits received pertaining to the Subscriber's participation in the Community Solar Garden. However, Northern States Power Company shall remain liable for its own inappropriate release of Subscriber's Account Information and Subscriber's Energy Use Data.

f. Duration of Consent. The Subscriber's consent to this information sharing shall be ongoing for the Term of the Contract between the Community Solar Garden Operator and Northern States Power Company, or until the Subscriber no longer has a Subscription to the Community Solar Garden and the Community Solar Garden Operator notifies Northern States Power Company of this fact through the CSG Application System. Provided, however, the Subscriber's consent shall also apply thereafter to all such information of the Subscriber pertaining to that period of time during which the Subscriber had a Subscription to the Community Solar Garden.

g. Modification. The above provisions addressing data privacy and in Exhibit 1 shall remain in place until and unless other requirements are adopted by the MPUC in its generic privacy proceeding, Docket No. E, G999/CI-12-1344, or other MPUC Order. Northern States Power Company shall file necessary revisions to its tariffs and contracts within thirty (30) days of such Order.

Subscriber's Name: _____

Subscriber's Signature: _____

Date: _____

**Exhibit 1 to
Attachment "A" to
Solar*Rewards Community Subscriber Agency Agreement and Consent Form**

**Data Privacy Policies of Northern States Power Company Pertaining to
the Solar*Rewards Community Program**

The data privacy policies of Northern States Power Company pertaining to the Solar*Rewards Community Program are as follows and may be changed from time to time as filed in the Company's tariff or as otherwise may be authorized by the Minnesota Public Utilities Commission ("MPUC"):

Definitions

Unless indicated otherwise, the same definition and meaning of terms in this document are the same as contained in the Standard Contract for Solar*Rewards Community. For ease of reference, here are some of the specific definitions:

"Company" means Northern States Power Company, a Minnesota corporation, and its affiliates and agents.

"Subscribed Energy" means electricity generated by the PV System attributable to the Subscribers' Subscriptions and delivered to the Company at the Production Meter on or after the Date of Commercial Operation.

"Subscriber" means a retail customer of the Company who owns one or more Subscriptions of a community solar garden interconnected with the Company.

"Subscriber's Account Information" consists of the Subscriber's name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, and Subscriber specific Bill Credit(s).

"Subscriber's Energy Usage Data" includes the past, present and future electricity usage attributable to the Subscriber for the service address and account number identified for participation in the Community Solar Garden.

Overview

This section addresses how Subscriber's Account Information and Subscriber's Energy Usage Data will be collected, used and shared as part of participation in the Solar*Rewards Community Program.

2. How Subscriber's Account Information and Energy Usage Data Will Be Exchanged

a. Subscriber Specific Information

Once a Subscriber has executed a Subscriber Agency Agreement and Consent Form, an ongoing data exchange will occur between the Company and a Community Solar Garden Operator (and their designated subcontractors and agents):

- (i) The Company will disclose the following Subscriber-specific information to the Community Solar Garden Operator:
 - Subscriber's Account Information
 - Subscriber's Energy Usage Data
 - Bill Credits

- (ii) The Community Solar Garden Operator will disclose to the Company the following Subscriber-specific information:
 - Subscriber's Account Information
 - Community Solar Garden Allocation for each Subscriber's Subscription stated in kW
 - Production data related to the PV System
 - Monthly Subscription Information

b. Aggregated Subscriber Information

Aggregated Subscriber information will be reported as part of Permitted Public Reporting, outlined in Section 2(b) below.

To be considered "aggregated" the reported information must include information attributable to all Subscribers participating in a specific Solar*Rewards Community program site, which based on program requirements will contain a minimum of five Subscribers. Depending on the nature of the aggregated information, however, from this information alone or in combination with other publicly available information it may still be possible to infer the amount of production attributed to individual Subscribers to the Community Solar Garden.

3. How Subscriber's Information Will Be Used

The following outlines how the Subscriber's Account Information and Subscriber Energy Usage Data will be used as part of the Solar*Rewards Community Program.

a. Program Management

As part of administering the Solar*Rewards Community program, the Solar Garden Operator and the Company may provide information related to the Subscriber and/or the Community Solar Garden to:

- the MPUC
- the Minnesota Department of Commerce
- the Minnesota Office of Attorney General
- Other governmental or private entities as required by law or regulation

Additionally, as part of administering the Solar*Rewards Community program, the Company may share Subscriber's Account Information and Subscriber's Energy Usage Data to service providers, agents, or contracted agents who support the program on its behalf. The Company prohibits these service providers from using or disclosing the Subscriber's information except as necessary to perform these specific services or to comply with legal requirements. More information about the Company's general privacy practices is explained in its Privacy Policy available on www.xcelenergy.com.

b. Permitted Public Reporting

The Subscriber's Energy Usage Data of each participating Subscriber to a Community Solar Garden will be combined and reported in the aggregate by the Community Solar Garden Operator in its annual report on the Solar*Rewards Community program. The identity of specific Subscribers, the specific Subscriber's Account Information, Subscriber's Energy Usage Data and Subscriber-specific Bill Credit will not be listed in the public annual report unless the Subscriber has provided the Community Solar Garden Operator with prior written consent.

Per the requirements of the MPUC, the Company will provide to the MPUC annual reports which will include information or data requested by the MPUC or Minnesota Department of Commerce, including the following:

- Reporting on Solar*Rewards Community program costs, including an analysis of the deposit, application, participation and metering fees and further justification for these fees going forward;
- Reporting on the Solar*Rewards Community Gardens, including but not limited to size, location and the type of Solar*Rewards Community subscriber groups;
- Reporting on known complaints and the resolution of these complaints;
- A copy of each contract signed with a Community Solar Garden Operator, if not previously filed;
- Lessons learned and any potential changes to the program;
- Report on bill credits earned and paid; and the
- Application process

Attachment E

Xcel/Subscriber Tariff

Xcel Energy MN Rate Book, Section 9, at Sheets 64 – 67

SOLAR*REWARDS COMMUNITY PROGRAM

Section No. 9
 1st 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	\$0.12743
	Enhanced – Solar Gardens > 250 KW (AC)	\$0.14743
	Enhanced – Solar Gardens ≤ 250 KW (AC)	\$0.15743
Small General Service	Standard	\$0.12431
	Enhanced – Solar Gardens > 250 KW (AC)	\$0.14431
	Enhanced – Solar Gardens ≤ 250 KW (AC)	\$0.15431
General Service	Standard	\$0.09914
	Enhanced – Solar Gardens > 250 KW (AC)	\$0.11914
	Enhanced – Solar Gardens ≤ 250 KW (AC)	\$0.12914

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(Continued on Sheet No. 9-65)

Date Filed: 03-02-15 By: Christopher B. Clark Effective Date: 04-14-15
 President, Northern States Power Company, a Minnesota corporation
 Docket No. E002/M-13-867 Order Date: 04-14-15

Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401
MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

SOLAR*REWARDS COMMUNITY PROGRAM
(Continued)

Section No. 9
Original Sheet No. 64.1

RATE (Continued)

The Standard Bill Credit is the applicable retail rate in effect at the time of energy generation.

The Enhanced Bill Credit is the sum of the applicable Standard Bill Credit and the Commission approved REC pricing. A Solar*Rewards Community garden electing to sell its RECs (via the Enhanced Bill Credit) to the Company for subscribed energy shall be at the Commission approved REC price in place on the date the garden's application is considered by the Company to be complete.

The REC price pertaining to an individual garden shall remain fixed for the entire 25-year contract period. Subsequent Commission approved REC prices shall only apply to new garden applications.

N
|
N

(Continued on Sheet No. 9-65)

Date Filed:	09-30-13	By: David M. Sparby	Effective Date:	09-17-14
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-867		Order Date:	09-17-14

SOLAR*REWARDS COMMUNITY PROGRAM
(Continued)

Section No. 9
Original Sheet No. 65

RATE (Continued)

The Company will buy (through Bill Credits to the subscribers) all subscribed energy generated by the Community Solar Garden and delivered to the Company during a particular calendar production month at the Bill Credit Rate. Each subscriber to the Solar*Rewards Community Program will receive a Bill Credit at the Bill Credit Rate for electricity generated attributable to the subscriber's subscription. Each subscriber will also be charged for all electricity consumed by the subscriber at the applicable rate schedule for sales to that class of customer. If the Bill Credit exceeds the amount owed in any billing period, the excess portion of the Bill Credit in any billing period shall be carried forward and credited against all charges. All Bill Credits must be carried forward for at least a 12-month cycle. The Company shall purchase all Bill Credits with the billing statement which includes the last day in February and restart the credit cycle on the following period with a zero credit balance. Consistent with Minn. R. 7820.3800, Subp. 2, the purchase of the Bill Credits will only be made when the Bill Credit amount is more than \$1 due for an existing customer or \$2 or more due a person or legal entity who is no longer a customer of the Company.

TERMS AND CONDITIONS

The Company offers a service to provide Bill Credits to subscribers of a Solar*Rewards Community garden for solar photovoltaic energy delivered to the Company which complies with the following requirements:

- a. The garden must not have less than five (5) subscribers;
- b. No single subscriber may have more than a forty (40) percent interest in the garden;
- c. The garden must have a nameplate capacity of no more than one (1) megawatt alternating current (AC);
- d. Each subscription shall be sized to represent at least two hundred (200) watts of the garden's generating capacity;
- e. Each subscription shall be sized so that when combined with other distributed generation resources serving the premises of each subscriber that the subscription size does not exceed one hundred twenty (120) percent of the average annual consumption of electricity (over the prior twenty four (24) months) by each subscriber to which the subscription is attributed (based on the annual estimated generation of the PV System as determined by PVWATTS). If twenty four (24) months of historical electric energy consumption data is not available for a particular subscriber, the Company will calculate the estimated annual electric energy consumption as follows: if there is less than twenty four (24) months but four (4) months or more of consumption history, the average monthly consumption is multiplied by twelve (12) to figure the yearly consumption. In cases where there is less than four (4) months of consumption history, home usage is estimated based on the historical average energy use of homes of a similar size. Homes are assumed to have central A/C, electric appliances, and natural gas water and space heating. For commercial properties and all properties over 4,500 square feet with less than four (4) months of consumption history, the subscriber must submit an energy audit (HERS Rating or similar) or load calculations for the property stating the estimated annual consumption. Load calculations must be documented and sent to the Solar*Rewards Community Program Manager for approval. The compliance check by the Company with this 120% rule will be performed once at the beginning of a subscription and later only if the subscriber changes his or her subscription size or relocates to a new address.

(Continued on Sheet No. 9-66)

Date Filed:	09-30-13	By: David M. Sparby	Effective Date:	09-17-14
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-867		Order Date:	09-17-14

SOLAR*REWARDS COMMUNITY PROGRAM
(Continued)

Section No. 9
Original Sheet No. 66

TERMS AND CONDITIONS (Continued)

- f. The garden must be located in the service territory of the Company;
- g. Each subscriber to the garden must be a retail customer of the Company and each must be located in the same county or a county contiguous to where the garden is located;
- h. All energy produced by the garden, and all capacity attributable to the garden, shall be assigned to the Company;
- i. All Renewable Energy Credits (RECs) shall be assigned to the Company under any or all of the following circumstances:
- (1) Where the garden or any person or entity on its behalf has received or intends to accept a Made in Minnesota benefit, as defined as defined in Minn. Stat. § 216C.411, pursuant to Minn. Stat. §§ 216C.411 through 216C.415.
 - (2) Where the garden or any person or entity on its behalf has received or intends to accept a Solar*Rewards benefit, as defined in Minn. Stat. § 116C.7792.
 - (3) Where the garden or any person or entity on its behalf has elected to transfer the solar RECs to the Company under the Standard Contract for Solar*Rewards Community.
 - (4) Where a Value of Solar rate is applicable to the garden.
- j. All terms and conditions apply as stated in the tariffed Standard Contract for Solar*Rewards Community between the Company and the garden operator (as may be varied by terms of any revised tariff, any amended contract or individually negotiated contract between the parties which has been approved or been deemed to have been approved by the Commission);
- k. Where the garden operator has begun the application process the following provisions apply:
- (1) Prior to the Company processing the application, the garden operator must submit an application fee of \$1,200 to the Company. This application fee may be by check or wire transfer. The application fee is meant to cover the cost to the Company of processing the application.
 - (2) Prior to the Company processing the application, the garden operator must submit a deposit of an amount equal to \$100/kW to the Company. This deposit may be submitted by check or wire transfer. Within thirty (30) days after either the project is completed or the date when the garden operator informs the Company that it will no longer continue pursuing completion of the garden project, or if the project is not completed within the twenty four (24) month timeline (including day-for-day extensions) detailed below, the Company shall return to the garden operator the deposit. When the deposit qualifies to be returned to the garden operator, it shall also include interest. Consistent with Minn. Stat. § 325E.02, the rate of interest will be set annually and will be equal to the weekly average yield of one-year United States Treasury securities adjusted for constant maturity for the last full week in November. The interest rate will be rounded to the nearest tenth of one percent. The rate of interest announced by the Commissioner of Commerce on or about December 15 of each year will be the rate of interest that will be paid on deposits returned during the subsequent calendar year.
- l. Notwithstanding any other law, neither the garden operator nor the subscribers to a garden facility shall be considered a utility solely as a result of their participation in the garden facility.

(Continued on Sheet No. 9-67)

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SOLAR*REWARDS COMMUNITY PROGRAM
(Continued)

Section No. 9
Original Sheet No. 67

APPLICATION TO THE PROGRAM

Applications will be accepted and processed on a first-ready, first-served basis. Applications are deemed "Ready" once they meet the following criteria:

- (i) Applications are considered submitted (and will advance to engineering review) once the applicant furnishes all requested documents and information in the Solar*Rewards Community online application system, including:
 - a. the applicant's contact information,
 - b. garden information including system location and specifications,
 - c. application fee and deposit,
 - d. engineering documents, including one-line diagrams, site plan, and Interconnection Application;
- (ii) The applicant has submitted evidence the project has obtained or arranged appropriate insurance or has entered into an insurance broker agreement;
- (iii) The applicant has submitted evidence of control of the Community Solar Garden site;
- (iv) The applicant has submitted evidence of projected subscription at the time of construction;
- (v) The applicant has submitted evidence the project proposal complies with all applicable material terms of the tariff and standard contract and any additional considerations that the Company, solar garden developers, the Minnesota Department of Commerce, the Office of the Attorney General, and interested parties participating in the workgroup have agreed to include in the plan; and
- (vi) The applicant has submitted signed agreements, including Standard Contract for Solar*Rewards Community and the Interconnection Agreement.

Once the operator's application has been submitted according to step (i), the Company will determine its completeness within thirty (30) days for purposes of advancing for engineering review. The Company will approve or reject an operator application within sixty (60) days of determining completeness unless the applicant has agreed to an extension. Where the Company has timely rejected an application, the Company will allow the applicant to provide additional documents or information and the sixty (60) day timeframe will begin anew for the Company to accept or reject the application.

After the Company determines initial application completeness, the applicant will submit information according to steps (ii) – (vi). The applicant shall complete the project within twenty-four (24) months from the Company finding that the application is complete. Failure of the Company to meet the timeframes for completing engineering studies and interconnection cost estimates set forth in the Commission's September 28, 2004 Order in Docket No. E999/CI-01-1023 as implemented in Section 10 of the Company's tariff will extend this twenty-four (24) month period on a day-for-day basis. If the project is not completed within this twenty-four (24) month period (including any day-for-day extension referenced above), then the Company will return the deposit and the garden operator, if it still intends to proceed with the project, will need to reapply and submit a new application fee and deposit.

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Attachment F

Xcel/Developer Contract

Xcel Energy MN Rate Book, Section 9, at Sheets 69 - 88

**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY**

Section No. 9
Original Sheet No. 69

**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY**

THIS CONTRACT is entered into _____, 20_____, by Northern States Power Company, a Minnesota corporation and wholly owned subsidiary of Xcel Energy Inc., (hereafter called "Company") and _____ (hereafter called "Community Solar Garden Operator"). Together, the Company and Community Solar Garden Operator are the Parties.

RECITALS

The Community Solar Garden Operator is the operator of a Community Solar Garden with an established or planned solar photovoltaic electric generating facility with a nameplate capacity of _____ kilowatts of alternating current (AC), on property located at _____

_____ ("Community Solar Garden").

The Community Solar Garden is a facility that generates electricity by means of a ground mounted or roof mounted solar photovoltaic device(s) whereby a Subscriber to the Community Solar Garden receives a Bill Credit for the electricity generated in proportion to the size of the Subscription.

The Community Solar Garden Operator is prepared to generate electricity in parallel with the Company.

DEFINITIONS

"Bill Credit" shall mean the dollar amount paid by the Company to each Subscriber as a credit on the Subscriber's retail electric service bill to compensate the Subscriber for its beneficial share of solar photovoltaic electricity produced by the Community Solar Garden and delivered to the Company from the Community Solar Garden.

"Bill Credit Rate" shall mean the then current applicable Bill Credit Rate as found in the Company's rate book applicable to the Solar*Rewards Community Program. The Bill Credit Type is either the "Standard" Bill Credit or "Enhanced" Bill Credit found at that sheet in the rate book. The Standard Bill Credit is based on the applicable retail rate, which shall be the full retail rate, including the energy charge, demand charge, customer charge and applicable riders, for the customer class applicable to the Subscriber receiving the credit, and shall not reflect compensation for RECs. The "Enhanced" Bill Credit found at that sheet in the rate book is the sum of the Standard Bill Credit and the REC price and is the applicable Bill Credit Rate only where the Community Solar Garden Operator has made an election under Section 14.iii of this Contract to transfer the solar RECs to the Company. The REC prices embedded within the Enhanced Bill Credit are fixed for the duration of the term of this Contract and are fixed at the REC price in place at the time the Community Solar Garden has filed a completed application. Accordingly, the Standard and Enhanced Bill Credit rates will change over the term of this Contract and the Bill Credit Rate will be based on the then-current Standard or Enhanced Bill Credit as provided for in this Contract, but the REC value embedded within the Enhanced Bill Credit will not change during the Contract term. Once a Standard or Enhanced Bill Credit applies, that Bill Credit Type applies for the term of the Contract.

(Continued on Sheet No. 9-70)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 70

"Community Solar Garden Allocation" shall mean the monthly allocation, stated in Watts direct current (DC) as a portion of the total nameplate capacity of the Community Solar Garden, applicable to each Subscriber's Subscription reflecting each Subscriber's allocable portion of photovoltaic electricity produced by the Community Solar Garden in a particular Production Month.

"Community Solar Garden Operator" is identified above and shall mean the organization whose purpose is to operate or otherwise manage the Community Solar Garden for its Subscribers. A Community Solar Garden Operator may be an individual or any for-profit or non-profit entity permitted by Minnesota law.

"Community Solar Garden Site" is the location of the single point of common coupling located at the production meter for the Community Solar Garden associated with the parcel or parcels of real property on which the PV System will be constructed and located, including any easements, rights of way, and other real-estate interests reasonably necessary to construct, operate, and maintain the garden. Multiple Community Solar Garden Sites may be situated in close proximity to one another in order to share in distribution infrastructure.

"Community Solar Garden Statutory Requirements" are based on the provisions in Minn. Stat. § 216B.1641 and Minn. Stat. § 216B.1691, and for purposes of this Contract mean the following:

- a. The Community Solar Garden must have not less than five (5) Subscribers;
- b. No single Subscriber may have more than a forty (40) percent interest in the Community Solar Garden;
- c. The Community Solar Garden must have a nameplate capacity of no more than one (1) megawatt alternating current (AC);
- d. Each Subscription shall be sized to represent at least two hundred (200) watts of the Community Solar Garden's generating capacity;
- e. Each Subscription shall be sized so that, when combined with other distributed generation resources serving the premises of each Subscriber, the Subscription size does not exceed one hundred twenty (120) percent of the average annual consumption of electricity over the prior twenty four (24) months by each Subscriber to which the Subscription is attributed (based on the annual estimated generation of the PV System as determined by PVWATTS), provided that if historical electric energy consumption data is not available for a particular subscriber, the Company will calculate the estimated annual electric energy consumption under the process detailed in the Company's rate book applicable to the Solar*Rewards Community Program.
- f. The Community Solar Garden must be located in the service territory of the Company;
- g. Each Subscriber to the Community Solar Garden must be a retail customer of the Company and each must be located in the same county or a county contiguous to where the Community Solar Garden Site is located; and,
- h. Customers who are exempt from the Solar Energy Standard (SES) under Minn. Stat. § 216B.1691, subd. 2(f)d, shall not participate in or subscribe to Community Solar Gardens.

(Continued on Sheet No. 9-71)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 71

"CSG Application System" or "Community Solar Gardens Application and Subscriber Management System" is the interactive, internet website-based interface maintained by or on behalf of the Company through which the Community Solar Garden Operator may establish qualifications, provide information and complete documents necessary for acceptance in the Company's Solar*Rewards Community Program, and may enter or change the Monthly Subscription Information reflecting updated information for each Subscriber, including any changes to any Subscriber's name, account number, address, and Community Solar Garden Allocation.

"Date of Commercial Operation" shall mean the first day of the first full calendar month upon which commercial operation is achieved following completion of all Interconnection Agreement requirements and processes.

"House Power" shall mean the electricity needed to assist in the PV System's generation, including system operation, performance monitoring and associated communications, except for energy directly required for the local control and safe operation of the PV System. It also means other electricity used by the Community Solar Garden, such as for perimeter lighting, a visitor's center or any other structures or facilities at the Community Solar Garden Site.

"Interconnection Agreement" shall mean the Interconnection Agreement in Section 10 of the Company's rate book.

"Monthly Subscription Information" shall mean the information stored within the CSG Application System, as timely entered or changed by the Community Solar Garden Operator via the CSG Application System, setting forth the name, account number and service address each Subscriber holding Subscriptions in the Community Solar Garden, and the Community Solar Garden Allocation applicable to each such Subscriber's Subscription, reflecting each Subscriber's allocable portion of photovoltaic energy produced by the Community Solar Garden during a particular Production Month.

"Production Meter" shall mean the meter which will record the energy generated by the PV System only and which will be reported on the Solar Garden Operator's bill. The readings on the Production Meter showing the energy generated by the PV System will also be used to determine the RECs generated by the PV System.

"Production Month" shall mean the calendar month during which photovoltaic energy is produced by the Community Solar Garden's PV System and delivered to the Company at the Production Meter.

"PV System" shall mean the solar electric generating facility to be located at the Community Solar Garden, including the photovoltaic panels, inverter, output breakers, facilities necessary to connect to the Production Meter, protective and associated equipment, improvements, and other tangible assets, contract rights, easements, rights of way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation, and maintenance of the electric generating facility that produces the photovoltaic energy subject to this Contract.

(Continued on Sheet No. 9-72)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 72

"Subscribed Energy" means electricity generated by the PV System attributable to the Subscribers' Subscriptions and delivered to the Company at the Production Meter on or after the Date of Commercial Operation.

"Subscriber" means a retail customer of the Company who owns one or more Subscriptions of a community solar garden interconnected with the Company.

"Subscriber's Account Information" consists of the Subscriber's name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, and Subscriber specific Bill Credit(s).

"Subscriber's Energy Usage Data" includes the past, present and future electricity usage attributable to the Subscriber for the service address and account number identified for participation in the Community Solar Garden.

"Subscription" means a contract between a Subscriber and the Community Solar Garden Operator.

"Term of the Contract" means the term of this contract which shall be the same as for the Interconnection Agreement applicable to the Community Solar Garden, and shall begin when this Contract is signed by the Parties and end twenty five (25) years after the Date of Commercial Operation unless otherwise provided below.

"Unsubscribed Energy" means electricity generated by the PV System and delivered to the Company at the Production Meter which is not Subscribed Energy and also includes electricity generated by the PV System and delivered to the Company prior to the Date of Commercial Operation.

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(Continued on Sheet No. 9-73)

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AGREEMENTS

The Community Solar Garden Operator and the Company agree:

1. Sale of Electricity Generated by the Community Solar Garden. Effective upon the Date of Commercial Operation, the Community Solar Garden shall sell and deliver to the Company at the Production Meter all of the photovoltaic energy produced by the PV System. Payment for the Subscribed Energy which is produced and delivered will be solely by a Bill Credit to Subscribers as detailed below. Payment for Unsubscribed Energy will be paid to the Community Solar Garden Operator at the then current: 1.) Company's avoided cost rate (found in the Company's rate book, Rate Code A51) for solar gardens of 40 kW (AC) capacity or larger, or 2.) Company's average retail energy rate (found in the Company's rate book, Rate Code A50) for solar gardens under 40 kW (AC) capacity. The Community Solar Garden Operator shall not sell any photovoltaic energy generated from the PV System, or any capacity associated with the PV System, to any person other than the Company during the term of this Contract, and the Company shall purchase and own all photovoltaic energy produced by the PV System. This Contract conveys to the Company all energy generated from the PV System and all capacity associated with the PV System for the Term of the Contract.

A. The Company will buy (through Bill Credits to the Subscribers) all Subscribed energy generated by the Community Solar Garden and delivered to the Company during a particular Production Month at the Bill Credit Rate. Each Subscriber to the Solar*Rewards Community Program will receive a Bill Credit at the Bill Credit Rate for electricity generated attributable to the Subscriber's Subscription. Each Subscriber will also be charged for all electricity consumed by the Subscriber at the applicable rate schedule for sales to that class of customer. If the Bill Credit exceeds the amount owed in any billing period, the excess portion of the Bill Credit in any billing period shall be carried forward and credited against all charges. All Bill Credits must be carried forward for at least a twelve (12) month cycle. The Company shall purchase all Bill Credits with the billing statement which includes the last day in February and restart the credit cycle on the following period with a zero credit balance. Consistent with Minn. R. 7820.3800, Subp. 2, the purchase of the Bill Credits will only be made when the Bill Credit amount is more than \$1 due for an existing customer or \$2 or more due a person or legal entity no longer a customer of the Company.

B. A copy of the presently filed Solar*Rewards Community Program tariff of the Company's rate book is attached to this Contract. The rates for sales and purchases of Subscribed Energy shall be changed annually or otherwise as provided by order of the MPUC. The Community Solar Garden Operator shall comply with all of the rules stated in the Company's applicable electric tariff related to the Solar*Rewards Community Program and the tariffed version of this Contract, as the same may be revised from time to time, or as otherwise allowed by an amendment to this Contract approved, or deemed approved, by the Minnesota Public Utilities Commission. In the event of any conflict between the terms of this Contract and Company's electric tariff, the provisions of the tariff shall control.

(Continued on Sheet No. 9-74)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 74

C. For the purchases by the Company, the Company shall apply a Bill Credit each billing period to each Subscriber's bill for retail electric service at the Bill Credit Rate based upon the Subscriber's allocation as set forth in the Monthly Subscription Information applicable to the preceding Production Month. The Production Month to which the Bill Credit is applicable shall not necessarily match the billing period for the retail electric service bill in which the Bill Credit is applied.

D. For purposes of applying the Bill Credit to each Subscriber's bill, the Company shall be entitled to rely exclusively on the Monthly Subscription Information as timely entered by the Community Solar Garden Operator via the CSG Application System.

E. The correction of any allocation of previously-applied Bill Credits among Subscribers or payments to the Community Solar Garden Operator for Unsubscribed Energy, pertaining to a particular month due to any inaccuracy reflected in such Monthly Subscription Information with regard to a Subscriber's Subscription in the PV System and the beneficial share of photovoltaic energy produced by the PV System, or the share of Unsubscribed Energy, shall be the full responsibility of the Community Solar Garden Operator, unless such inaccuracies are caused by the Company.

2. House Power. The Company will sell House Power to the Community Solar Garden under the rate schedule in force for the class of customer to which the Community Solar Garden Operator belongs. The Community Solar Garden Operator shall be solely responsible for arranging retail electric service exclusively from the Company in accordance with the Company's Electric Rate Book. The Community Solar Garden Operator shall obtain House Power solely through separately metered retail service and shall not obtain House Power through any other means, and waives any regulatory or other legal claim or right to the contrary. Because the Company must purchase from the Community Solar Garden all energy generated by the Community Solar Garden, the Community Solar Garden may not use the energy it generates to be consumed by it. It may not net-out or use energy it generates for House Power. The Parties acknowledge and agree that the performance of their respective obligations with respect to House Power shall be separate from this Contract and shall be interpreted independently of the Parties' respective obligations under this Contract. Notwithstanding any other provision in this Contract, nothing with respect to the arrangements for House Power shall alter or modify the Community Solar Garden Operator's or the Company's rights, duties and obligations under this Contract. This Contract shall not be construed to create any rights between the Community Solar Garden Operator and the Company with respect to the arrangements for House Power.

(Continued on Sheet No. 9-75)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 75

3. Metering Charges and Requirements

- A. Metering Charge per Month:
- | | |
|--------------|--------|
| Single Phase | \$5.50 |
| Three Phase | \$8.00 |

B. Two (2) Company-owned meters are required to be installed at each service location associated with each Community Solar Garden generation source subject to this Contract. One meter is located at the main service and will record energy delivered to the Community Solar Garden Operator from the Company. The second meter (the "Production Meter") will record energy generated by the PV System only. For the sake of clarity, the amount of energy used as House Power consists of that shown on the meter located at the main service plus electricity recorded as reverse flowing through the Production Meter. The Company shall install, or cause to be installed, own, operate and maintain the Production Meter to measure the AC production of the PV System, at the Community Solar Garden Operator's expense and including the cost of the Production Meter itself. Community Solar Garden Operator will provide all meter housing and socket replacement and rewiring to install both meters. Community Solar Garden Operator shall be charged monthly the metering charge for the main service meter. The metering charge assumes common use of all Company facilities up to the metering point, for both receipt and delivery of energy. Any additional facilities required by Company to accommodate the PV System will require Community Solar Garden Operator to pay an interconnection charge in advance.

4. Title, Risk of Loss, and Warranty of Title. As between the Parties, the Community Solar Garden Operator shall be deemed to be in control of the photovoltaic energy output from the PV System up to and until delivery and receipt by the Company at the Production Meter and the Company shall be deemed to be in control of such energy from and after delivery and receipt at such Production Meter. Title and risk of loss related to the photovoltaic energy shall transfer to the Company at the Production Meter. The Community Solar Garden warrants and represents to the Company that it has or will have at the time of delivery good and sufficient title to all photovoltaic energy output and/or the ability to transfer good and sufficient title of same to the Company.

5. Interconnection Requirements. The Community Solar Garden Operator must sign an Interconnection Agreement under Section 10 of the Company's rate book, and comply with all of the terms and conditions of that Interconnection Agreement except as otherwise specified in this Contract. The following additional interconnection terms also apply.

A. Term of Interconnection Agreement. While the Company's tariff pertaining to its Interconnection Agreement generally provides that the term of the Interconnection Agreement may be up to twenty (20) years, where the tariffed Interconnection Agreement is used in conjunction with this tariffed Contract, the term of the Interconnection Agreement may end twenty five (25) years after the Date of Commercial Operation.

(Continued on Sheet No. 9-76)

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STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)

Section No. 9
Original Sheet No. 76

6. Community Solar Garden Requirements.

A. The Community Solar Garden Operator shall assure that each of the Community Solar Garden Statutory Requirements is met.

B. For each Subscriber, there must be a completed and fully-executed Subscriber Agency Agreement and Consent Form (Attachment "A" to this Contract) which is delivered to the Company prior to the Date of Commercial Operation, or prior to adding each Subscriber.

C. Code Compliance. The Community Solar Garden Operator shall be responsible for ensuring that the PV System equipment installed at the Community Solar Garden meets all applicable codes, standards, and regulatory requirements at the time of installation and throughout its operation.

D. Project Completion. The Company will determine whether an application from the Community Solar Garden Operator is complete within thirty (30) days of its submission to the Company and approve or reject the application based on engineering review within sixty (60) days of finding it complete unless the Community Solar Garden Operator has agreed to an extension. The date an application shall be considered to be submitted to the Company is the date on which the Community Solar Garden Operator has uploaded to the CSG Application System all documents and information to allow the Company to begin engineering review which include the following:

- (i) the contact information for the Community Solar Garden Operator;
- (ii) the Community Solar Garden information, including system location and specifications;
- (iii) application fee and deposit; and,
- (iv) engineering documents, including one line diagram, site plan and signed Interconnection application.

Where the Company has timely rejected an application, the Company will allow the Community Solar Garden Operator to provide additional documents or information and the sixty (60) day timeframe will begin anew for the Company to accept or reject the application. The Community Solar Garden Operator shall complete the project and the Date of Commercial Operation shall be within twenty-four (24) months from the Company finding that the application is complete. Failure of the Company to meet the timeframes for completing engineering studies and interconnection cost estimates set forth in the Commission's September 28, 2004 Order in Docket No. E999/CI-01-1023 as implemented in Section 10 of the Company's rate book will extend this twenty-four (24) month period on a day-for-day basis. If the Date of Commercial Operation is not within this twenty-four (24) month period (including any day-for-day extension referenced above), then the Company will return the Deposit and the Community Solar Garden Operator, if it still intends to proceed with the project, will need to reapply and submit a new application fee and deposit.

E. [Intentionally left blank.]

(Continued on Sheet No. 9-77)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 77

6. Community Solar Garden Requirements. (Continued)

F. Annual Report. The Community Solar Garden Operator shall issue (and provide to the Company and each Subscriber) public annual reports as of the end of the calendar or other fiscal year containing, at a minimum, the energy produced by the Community Solar Garden; audited financial statements including a balance sheet, income statement, and sources and uses of funds statement; and the management and operatorship of the Community Solar Garden Operator. The identity of specific Subscribers should not be listed in the public annual report, unless if there is explicit informed Subscriber consent. The Community Solar Garden Operator shall take care to preserve the privacy expectations of the Subscribers, such as not publicly providing the Subscriber's Account Information or Subscriber Energy Usage Data or Bill Credits, unless there is explicit informed consent or otherwise provided for in this Contract. Each Subscriber shall have an opportunity to submit comments to the Community Solar Garden Operator with a copy to the Company on the accuracy and completeness of the annual reports.

G. Audits. The Company reserves the right to inspect the PV System as necessary to assure the safety and reliability of the system at any time during the Term of this Contract, and for an additional period of one (1) year thereafter.

H. Application Fee. Upon application, and prior to the Company processing the application, the Community Solar Garden Operator must submit an application fee of \$1,200 to the Company. This application fee may be by check or wire transfer. The application fee is meant to cover the cost to the Company of processing the application.

I. Deposit. Upon application, and prior to the Company processing the application, the Community Solar Garden Operator must submit a deposit of an amount equal to \$100/kW to the Company. This Deposit may be submitted by check or wire transfer. Within thirty (30) days after either the Date of Commercial Operation or the date when the Community Solar Garden Operator informs the Company that it will no longer continue pursuing completion of the Community Solar Garden project, or if the Date of Commercial Operation does not occur within the twenty four (24) month timeline (including day-for-day extensions) detailed in Section 6.D above, the Company shall return to Community Solar Garden Operator the deposit paid. When the deposit qualifies to be returned to the Community Solar Garden Operator, it shall also include interest. Consistent with Minn. Stat. § 325E.02, the rate of interest will be set annually and will be equal to the weekly average yield of one-year United States Treasury securities adjusted for constant maturity for the last full week in November. The interest rate will be rounded to the nearest tenth of one (1) percent. The rate of interest announced by the Commissioner of Commerce on or about December 15 of each year will be the rate of interest that will be paid on deposits returned during the subsequent calendar year.

J. Participation Fee. Each year, the Community Solar Garden Operator will submit a participation fee of \$300 to the Company for ongoing costs incurred of administering the Solar*Rewards Community Program. The first participation fee will be charged after the Date of Commercial Operation, and the final participation fee will be charged prior to the Term of the Contract expiring.

(Continued on Sheet No. 9-78)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 78

6. Community Solar Garden Requirements. (Continued)

K. Inverter Capacity. The Community Solar Garden must have an inverter with a capacity of no more than one (1) megawatt alternating current (AC) to assure that the Community Solar Garden has a nameplate capacity of no more than one (1) megawatt AC.

L. Maintenance and Repair of the PV System. The Community Solar Garden Operator shall maintain the PV System and the individual components of the PV System in good working order at all times during the Term of the Contract. If during the Term of the Contract the PV System or any of the individual components of the system should be damaged or destroyed, or taken out of service for maintenance, the Community Solar Garden Operator shall provide the Company written notice within thirty (30) calendar days of the event and promptly repair or replace the damaged or destroyed equipment at the Community Solar Garden Operator's sole expense. If the time period for repair or replacement is reasonably anticipated to exceed one hundred eighty (180) days, the Company shall have the right to request to terminate this Contract by written notice.

M. No Relocation. The PV system shall be located at the Community Solar Garden as shown in its application at all times during the Term of the Contract.

N. Disclosure of Production Information. The Community Solar Garden Operator acknowledges and agrees that, in order for the Company to carry out its responsibilities in applying Bill Credits to each Subscriber's bills for electric service, the Company may be required and shall be permitted to provide access or otherwise disclose and release to any Subscriber any and all production data related to the PV System in its possession and information regarding the total Bill Credits applied by the Company with respect to the PV System and any information pertaining to a Subscriber's Subscription. Any additional detailed information requested by a Subscriber shall be provided only upon the Community Solar Garden Operator's consent in writing or email to the Company, or unless the Minnesota Public Utilities Commission or the Minnesota Department of Commerce requests that the Company provides such information to the Subscriber.

O. Disclosure of Community Solar Garden Information. The Community Solar Garden Operator acknowledges and agrees that the Company may publicly disclose the Community Solar Garden Site, Community Solar Garden Operator, nameplate capacity and generation data of the Community Solar Garden. Additionally, the Company will periodically provide a bill message to Subscribers clarifying that questions or concerns related to their Subscription should be directed to the Community Solar Garden Operator, including a statement that the Community Solar Garden Operator is solely responsible for resolving any disputes with the Company or the Subscriber about the accuracy of the Community Solar Garden production and that the Company is solely responsible for resolving any disputes with the Subscriber about the applicable rate used to determine the amount of the Bill Credit.

(Continued on Sheet No. 9-79)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 79

6. Community Solar Garden Requirements. (Continued)

P. Certain Tax and Securities Law Issues. The Company makes no warranty or representation concerning the taxable consequences, if any, to Community Solar Garden Operator or its Subscribers with respect to its Bill Credits to the Subscribers for participation in the Community Solar Garden. Additionally, the Company makes no warranty or representation concerning the implication of any federal or state securities laws on how Subscriptions to the Community Solar Garden are handled. The Community Solar Garden Operator and Subscribers are urged to seek professional advice regarding these issues.

Q. Full Cooperation with the MPUC, Minnesota Department of Commerce, and Minnesota Office of the Attorney General. The Parties agree to fully cooperate with any request for information from the MPUC, the Minnesota Department of Commerce, or the Minnesota Office of the Attorney General pertaining in any way to the Community Solar Garden, and will provide such information upon request in a timely manner. To the extent to which any request calls for producing a specific Subscriber's Account Information, Subscriber Energy Usage Data or Bill Credits, such information shall be provided and marked as Trade Secret or Confidential Information.

R. New PV Systems. The PV System must not be built or previously interconnected at the time of application to the Solar*Rewards Community Program.

S. Fair Disclosure. Prior to the time when any person or entity becomes a Subscriber, the Community Solar Garden Operator will fairly disclose the future costs and benefits of the Subscription, and provide to the potential Subscriber a copy of this Contract. The Community Solar Garden Operator shall comply with all other requirements of the MPUC and applicable laws with respect to communications with Subscribers.

(Continued on Sheet No. 9-80)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 80

7. Requirements Applicable to the CSG Application System. The Community Solar Garden Operator must comply with all of the following:

A. Required use of the CSG Application System. The Community Solar Garden Operator must utilize the CSG Application System to submit an application for approval to operate a Community Solar Garden and to manage Subscribers and Subscriptions.

B. Subscriber Information. The Community Solar Garden Operator shall issue Subscriptions in the PV System only to eligible retail electric service customers of the Company and provide to the Company the name, account number and service address attributable to each Subscription and the Community Solar Garden Allocation for each Subscriber's Subscription stated in Watts direct current (DC). The Community Solar Garden Operator shall take care to preserve the privacy expectations of the Subscribers, such as not publicly providing a Subscriber's Account Information, Subscriber Energy Usage Data, or Bill Credits. The Community Solar Garden Operator will not disclose such information to third parties, other than to the MPUC, the Minnesota Department of Commerce, or the Minnesota Office of Attorney General, unless the Subscriber has provided explicit informed consent or such disclosure is compelled by law or regulation.

C. Subscription Transfers. Subscriptions may be transferred or sold to any person or entity who qualifies to be a Subscriber under this Contract or to the Community Solar Garden Operator for resale by the Operator to other Subscribers. A Subscriber may change the premise or account number that the Community Solar Garden energy is attributed to, as long as the Subscriber continues to qualify under these rules. Any transfer of Subscriptions needs to be coordinated through the Community Solar Garden Operator, who in turn needs to provide the required updated information in the CSG Application System within thirty (30) days of the transfer.

D. Updating Subscriber Information. On or before five (5) business days immediately preceding the first day of each Production Month, the Community Solar Garden Operator shall provide to the Company any and all changes to the Monthly Subscription Information, by entering new or updating previously-entered data through the use of the CSG Application System. Such data to be entered or changed by the Community Solar Garden Operator shall include additions, deletions or changes to the listing of Subscribers holding Subscriptions in the PV System, including any changes to the Subscriber's account number and service address attributable to each Subscription and the Community Solar Garden Allocation for each Subscriber's Subscription, stated in Watts DC.

E. Responsibility for Verification. The Community Solar Garden Operator shall verify that each Subscriber is eligible to be a Subscriber in the Community Solar Garden and that the Community Solar Garden Statutory Requirements are met.

(Continued on Sheet No. 9-81)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 81

8. The Community Solar Garden Operator will give the Company reasonable access to its property and to the electric generating facilities if the configuration of those facilities does not permit disconnection or testing from the Company's side of the interconnection. If the Company enters the Community Solar Garden Operator's property, the Company will remain responsible for its personnel.

9. The Company may stop providing electricity to the Community Solar Garden Operator during a system emergency. The Company will not discriminate against the Community Solar Garden Operator when it stops providing electricity or when it resumes providing electricity. In the event of an emergency requiring disconnection of the Community Solar Garden, the Company shall follow the process, and provide notice to the Community Solar Garden Operator, consistent with the provisions of the Interconnection Agreement, in Section 10 of the Company's rate book, or as otherwise provided for in the Interconnection Agreement.

10. Remedies for Breach. In the event of any breach of this Contract by the Community Solar Garden Operator, then the Company shall have available to it any other remedy provided for in this Contract and any or all of the following remedies which can be used either singularly or cumulatively.

- a. In the event there is a breach resulting in some production from the Community Solar Garden being assigned in excess of a Subscriber's allowable Subscription under the Community Solar Garden Statutory Requirements, then the Company may treat this excess as Unsubscribed Energy and not provide a Bill Credit to any Subscriber for any such excess production.
- b. For any breach of this Contract by the Community Solar Garden Operator:
 - i. At any time the Company seeks a remedy for any breach of this Contract it shall provide in writing a Notice to the Community Solar Garden Operator to remedy the breach within thirty (30) days.
 - ii. If after the thirty (30) days provided for in the Notice the Community Solar Garden Operator is still not in compliance with this Contract, then the Company shall have the right to request by written Notice to disconnect the Community Solar Garden from its network if the Community Solar Garden Operator is not in compliance with the Contract within thirty (30) days. The Company shall send copies of the Notice of Disconnection to Community Solar Garden Operator, all Subscribers of the Community Solar Garden, the Department of Commerce, OAG and MPUC.
 - iii. The Community Solar Garden Operator, the Department of Commerce, OAG, and/or MPUC may object in writing to the Notice of Disconnection within thirty (30) days. Copies of any written objection shall be provided to all of the above entities. An objection to the Notice of Disconnection will trigger Section 12 of this Contract.

(Continued on Sheet No. 9-82)

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STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)

Section No. 9
Original Sheet No. 82

10. Remedies for Breach. In the event of any breach of this Contract by the Community Solar Garden Operator, then the Company shall have available to it any other remedy provided for in this Contract and any or all of the following remedies which can be used either singularly or cumulatively.

- b. For any breach of this Contract by the Community Solar Garden Operator: (Continued)
 - iv. If the Community Solar Garden Operator, the Minnesota Department of Commerce, OAG and/or MPUC do not object to the Notice of Disconnection, the Company is authorized to physically disconnect the Community Solar Garden pursuant to this Notice of Disconnection without providing further notice. No Bill Credits will be applied for any production occurring during physical disconnection. If within ninety (90) days of any such disconnection, the Community Solar Garden Operator returns to being in compliance with the Contract, then the Company will reconnect the Community Solar Garden to its network. Any periods of disconnection will not extend the Term of the Contract. The Community Solar Garden Operator will be financially responsible for the Company's costs of sending crews to disconnect and reconnect the Community Solar Garden to the Company's network.
 - v. If ninety (90) or more consecutive days elapse during which the Community Solar Garden has been disconnected or has otherwise not been in compliance with this Contract, then the Company shall have the right to request to terminate this Contract by written notice to the Community Solar Garden Operator. The Company shall send copies of any Notice requesting termination to all Subscribers of the Community Solar Garden, the Minnesota Department of Commerce, OAG and MPUC. If the Notice is objected to within thirty (30) days by the Community Solar Garden Operator, the Department of Commerce, and/or OAG, Section 12 of this agreement shall apply. Any request to terminate the Contract must be approved by the MPUC, and there is no further obligation of the Parties to perform hereunder following the effective date of such termination except as set forth in Sections 6.G and 16 of this Contract.
- c. For any breach of the Interconnection Agreement, the Company shall also have all remedies provided for in Section 10 of the Company's rate book, or as otherwise provided for in the Interconnection Agreement. In the event this results in disconnection or termination of the Interconnection Agreement, the Company shall provide notice to the Minnesota Department of Commerce, OAG and MPUC. In the event that Community Solar Garden has been disconnected under the terms of the Interconnection Agreement and/or the Interconnection Agreement has been terminated, then the Company shall have the right to request to terminate this Contract by written notice to the Community Solar Garden Operator, with no further obligation of the Parties to perform hereunder following the effective date of such termination. The Company shall send copies of any Notice requesting termination of this Contract to all Subscribers of the Community Solar Garden, the Minnesota Department of Commerce, OAG and MPUC. If the Notice is objected to within thirty (30) days by the Community Solar Garden Operator, the Department of Commerce, and/or OAG, Section 12 of this agreement shall apply. Any request to terminate this Contract must be approved by the MPUC.

(Continued on Sheet No. 9-82.1)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 82.1

10. Remedies for Breach. In the event of any breach of this Contract by the Community Solar Garden Operator, then the Company shall have available to it any other remedy provided for in this Contract and any or all of the following remedies which can be used either singularly or cumulatively. (Continued)

- d. In the event of an alleged breach of this Contract by the Community Solar Garden Operator for which the Company sends a Notice pursuant to Section 10(b)(i), Company shall also send a copy of the Notice as soon as practicable to any financing party for the Community Solar Garden whose contact information has been provided to the Company. Any such financing party shall have the right to cure the alleged breach within the cure period provided in Section 10(b)(ii) and Company agrees to accept any such cure as if made by the Community Solar Garden Operator. The Company shall be under no obligation to provide any such financing party with any information that would violate the Data Privacy Policies set forth in Exhibit 1 to Attachment "A" of this Contract. The Company shall be under no obligation to provide any such financing party with any information it may have which is confidential to the Community Solar Garden Operator unless the Community Solar Garden Operator has provided written consent to the Company permitting the release to the financing party of such confidential information.
- e. In the event of any breach of this Contract by Company, the Community Solar Garden Operator shall provide Company with a written Notice of the breach. Company shall have up to thirty (30) days to cure the breach. If the breach is not cured within the thirty (30) days, the Community Solar Garden Operator may utilize the procedures set forth in Section 12. If the breach results in Bill Credits not being issued to one or more individual Subscribers, in the absence of a cure by Company within the allowed time following the Notice, the applicable Subscriber(s) may also seek a remedy for any past due Bill Credits from the MPUC pursuant to Section 12.

(Continued on Sheet No. 9-83)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 83

11. Limitation of Liability

A) Each Party shall at all times indemnify, defend, and save the other Party harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, costs and expenses, reasonable attorneys' fees and court costs, arising out of or resulting from the Party's performance of its obligations under this agreement, except to the extent that such damages, losses or claims were caused by the negligence or intentional acts of the other Party.

B) Each Party's liability to the other Party for failure to perform its obligations under this Contract shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.

C) Notwithstanding any other provision, with respect to the Company's duties or performance or lack of performance under this Contract, the Company's liability to the Community Solar Garden Operator shall be limited as set forth in the Company's rate book and terms and conditions for electric service, and shall not be affected by the terms of this Contract. There are no third-party beneficiaries of any Company duty under this Contract other than the Company's duty to Subscribers to issue Bill Credits as set forth in this Contract, and the duty to a financing party under Section 10.d. of this Contract.

12. Dispute Resolution

A) Each Party agrees to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner.

B) In the event a dispute arises under this Contract between the Parties, and if it cannot be resolved by the Parties within thirty (30) days after written notice of the dispute to the other Party, then the Parties may refer the dispute for resolution to the MPUC, which shall maintain continuing jurisdiction over this Agreement.

13. The separately executed power purchase agreement referenced in the Interconnection Agreement for the purchase of power exported by the Community Solar Garden Operator to the Company is not needed. Instead, this Contract shall govern the terms for the power exported by the Community Solar Garden Operator to the Company.

(Continued on Sheet No. 9-84)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 84

14. Renewable Energy Credits (RECs). Under any of the following conditions, the RECs associated with the Community Solar Garden belong to the Company:

i. Where the Community Solar Garden or any person or entity on its behalf has received or intends to accept a Made in Minnesota benefit, as defined in Minn. Stat. § 216C.411, pursuant to Minn. Stat. §§ 216C.411 through 216C.415. No solar-REC value shall be paid under the present Contract in this circumstance.

ii. Where the Community Solar Garden or any person or entity on its behalf has received or intends to accept a Solar*Rewards benefit, as defined in Minn. Stat. § 116C.7792. No solar-REC value shall be paid under the present Contract in this circumstance.

iii. Where the Community Solar Garden Operator has elected to transfer the solar RECs to the Company under this Contract and the Value of Solar rate applicable to the Community Solar Garden has not been reflected in the Solar*Rewards Community Program tariff of the Company's rate book, then compensation to Subscribers for Subscribed Energy will be at the Enhanced bill credit rate as updated annually and found in Solar*Rewards Community Program tariff of the Company's rate book. Without this election, and where the Value of Solar rate applicable to the Community Solar Garden has not been adopted, compensation to Subscribers for Subscribed Energy will be at the Standard bill credit rate as updated annually and found in the Solar*Rewards Community Program tariff of the Company's rate book. The Enhanced bill credit is not available under this Contract where the Community Solar Garden or any person or entity on its behalf has received or intends to accept a Made in Minnesota benefit or a Solar*Rewards benefit. The Community Solar Garden Operator indicates immediately below with an "X" or check-mark or marking in the box if it elects to transfer the solar RECs under this Section 14.iii. of this Contract.

By placing an "X", or checking or marking this box, the Community Solar Garden Operator indicates its election to transfer the solar RECs to the Company under Section 14.iii of this Contract. With this election, compensation to Subscribers for Subscribed Energy will be at the applicable Enhanced bill credit rate as found in the Solar*Rewards Community Program tariff of the Company's rate book. This election is only valid where it is not the case that the Community Solar Garden or any person or entity on its behalf has received or intends to accept a Made in Minnesota benefit or a Solar*Rewards benefit. This election shall remain in place for the Term of the Contract, and REC payments will last for the full Term of the Contract.

iv. Where a Value of Solar rate applicable to the Community Solar Garden has become effective as reflected in the Solar*Rewards Community Program tariff of the Company's rate book. In such a situation the Value of Solar rate shall be applicable regardless of whether or not the Community Solar Garden or any person or entity on its behalf has received or intends to accept a Made in Minnesota benefit or a Solar*Rewards benefit and shall be in place and in lieu of any election the Community Solar Garden Operator may have made in Section 14.iii above.

The following provisions of Section 14 only apply where the solar RECs associated with the Community Solar Garden belong to the Company under either Section 14.i, 14.ii, 14.iii, or 14.iv of this Contract.

(Continued on Sheet No. 9-85)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 85

14. Renewable Energy Credits (RECs). Under any of the following conditions, the RECs associated with the Community Solar Garden belong to the Company: (Continued)

The Community Solar Garden Operator hereby automatically and irrevocably assigns to Company all rights, title and authority for Company to register the Subscribed Energy and Unsubscribed Energy and own, hold and manage the RECs associated with all such energy in the Company's own name and to the Company's account, including any rights associated with any renewable energy information or tracking system that exists or may be established (including but not limited to participants in any applicable REC Registration Program and the United States government) with regard to monitoring, registering, tracking, certifying, or trading such credits. The Community Solar Garden Operator hereby authorizes Company to act as its agent for the purposes of registering, tracking and certifying RECs and the Company has full authority to hold, sell or trade such RECs within its own account of said renewable energy information or tracking systems. Upon the request of Company, at no cost to Company, (i) Community Solar Garden Operator shall deliver or cause to be delivered to Company such attestations and/or certifications of the Community Solar Garden and its associated RECs, and (ii) Community Solar Garden Operator shall cooperate with Company's registration and certification of the Community Solar Garden. The Company shall own and retain all RECs associated with Subscribed Energy produced by the Community Solar Garden. The Company will transfer the RECs associated with Unsubscribed Energy annually to the Community Solar Garden Operator, provided the Community Solar Garden Operator completes all actions required to receive these RECs, including but not limited to maintaining an active account in the Midwest Renewable Energy Tracking System (M-RETS) or its successor and makes such requests within 6 months of the production of the Unsubscribed Energy.

A. Definition of Renewable Energy Credits (RECs). "Renewable Energy Credits" or "RECs" are all attributes of an environmental or other nature that are created or otherwise arise from the Community Solar Garden Operator's generation of energy using solar energy as a fuel, including, but not limited to, tags, certificates or similar products or rights associated with solar energy as a "green" or "renewable" electric generation resource, including any and all environmental air quality credits, emission reductions, off-sets, allowances or other benefits related to the generation of energy from the Community Solar Garden PV System that reduces, displaces or off-sets emissions resulting from fuel combustion at another location pursuant to any existing or future international, federal, state or local legislation or regulation or voluntary agreement, and the aggregate amount of credits, offsets or other benefits including any rights, attributes or credits arising from or eligible for consideration in the M-RETS program or any similar program pursuant to any international, federal, state or local legislation or regulation or voluntary agreement and any renewable energy certificates issued pursuant to any program, information system or tracking system associated with the renewable energy generated from the Community Solar Garden PV System. RECs do not include any federal, state or local tax credits, cash grants, production incentives or similar tax or cash benefits for which Community Solar Garden Operator or the Community Solar Garden PV System are eligible or which either receives, or any depreciation, expenses, credits, benefits or other federal, state or local tax treatment for which Community Solar Garden Operator or the Community Solar Garden PV System is eligible or that either receives.

(Continued on Sheet No. 9-86)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 86

14. Renewable Energy Credits (RECs). Under any of the following conditions, the RECs associated with the Community Solar Garden belong to the Company: (Continued)

B. Definition of M-RETS Program. "M-RETS Program" means the Midwest Renewable Energy Trading System program, MPUC Docket No. E999/CI-04-1616 and subsequent or related proceedings.

C. Ownership of RECs. All RECs associated with the Subscribed Energy shall be assigned to the Company. By participating as a Community Solar Garden Operator under this Contract, the Community Solar Garden Operator hereby assigns to Company all right title and interest of the Community Solar Garden Operator to all RECs arising out of or associated with the generation of Subscribed Energy. None of the Subscribers to the Community Solar Garden shall receive any RECs associated with the Subscribed Energy. The Community Solar Garden Operator warrants and represents to the Company that it has or will have at the time of delivery good and sufficient title to all RECs associated with such Subscribed Energy output and/or the ability to transfer good and sufficient title of all such RECs to the Company. The Company shall be entitled to all RECs generated by the Community Solar Garden PV System for such Subscribed Energy while the Community Solar Garden Operator participates in the service offered in this Contract. The Community Solar Garden Operator hereby automatically and irrevocably assigns to the Company all rights, title and authority for Company to register the Community Solar Garden Operator's RECs associated with Subscribed Energy under the terms of this Contract and to and own, hold and manage these RECs associated with the Community Solar Garden in the Company's own name and to the Company's account, including any rights associated with any renewable energy information or tracking system that exists or may be established in Minnesota or other jurisdictions (including but not limited to the United States government) with regard to monitoring, registering, tracking, certifying, or trading such credits. The Community Solar Garden Operator hereby authorizes Company to act as its agent for the purposes of registering, tracking and certifying these RECs and the Company has full authority to hold, sell or trade such RECs to its own account of said renewable energy information or tracking systems. Upon the request of Company from time to time, at no cost to Company, (i) Community Solar Garden Operator shall deliver or cause to be delivered to Company such attestations / certifications of all RECs, and (ii) Community Solar Garden Operator shall provide full cooperation in connection with Company's registration of the Community Solar Garden Operator's RECs under this Contract and certification of RECs. The Company shall own all RECs arising out of or associated with the generation of Subscribed Energy for all purposes, and be entitled to use them in any manner it chooses.

(Continued on Sheet No. 9-87)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 87

15. Miscellaneous. The "Miscellaneous" provisions in the Interconnection Agreement between the Parties addressing the following issues are incorporated into this Contract and are fully applicable to this Contract as if set forth in full herein. Where the Interconnection Agreement in the "Miscellaneous" section uses the term "Interconnection Customer", this shall mean the Community Solar Garden Operator for purposes of the present Contract. Where the Interconnection Agreement in the "Miscellaneous" section uses the term "Agreement", this shall mean this Contract for purposes of the present Contract.

- A. Force Majeure
- B. Notices
- C. Assignment
- D. Non-Waiver
- E. Governing Law and Inclusion of Xcel Energy's Tariffs and Rules
- F. Amendment or Modification
- G. Entire Agreement
- H. Confidential Information
- I. Non-Warranty
- J. No Partnership

16. Term. The Term of the Contract shall be the same as for the Interconnection Agreement applicable to the Community Solar Garden, and each shall begin when signed by the Parties and end twenty five (25) years after the Date of Commercial Operation unless otherwise provided for in this Contract. In the event of termination, or early termination of this Contract, applicable provisions shall continue in effect after termination to the extent necessary to enforce and complete the duties, obligations or responsibilities of the Parties arising prior to termination and, as applicable, to provide for final billings and adjustments related to the period prior to termination, repayment of any money due and owing to either Party pursuant to this Contract.

(Continued on Sheet No. 9-88)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 88

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Contract to be executed by their duly authorized representatives. This Contract is effective as of the last date set forth below.

Community Solar Garden Operator

Northern States Power Company, a Minnesota corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

N
|
N

(Continued on Sheet No. 9-89)

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