



Minneapolis, MN
South Norwalk, CT

+1 - USSOLAR DAY
www.ussolarcorporation.com

US Solar Fixed Rate SunsubscriptionSM Agreement

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

The parties previously entered into that certain US Solar Fixed Rate Sunsubscription Agreement, dated as of April 26, 2016, for a CSG Allocation of up to 5,280,000 kWh and superseded and replaced that agreement with six new agreements on July 25, 2018. Among those superseding agreements was that particular US Solar Fixed Rate Sunsubscription Agreement containing a CSG Allocation equal to an amount expected to produce up to 1,100,830 kWh (the “Prior Agreement”). US Solar has now elected to bifurcate the Prior Agreement into this Agreement allocating to Project Subscriber a CSG Allocation in an amount expected to produce up to 259,000 kWh with the remaining 841,830 kWh to be allocated at a future date pursuant to a second agreement to be executed simultaneously. The parties intend and agree that this Agreement, along with other new US Solar Fixed Rate Sunsubscription Agreement described in this paragraph (the “Companion Agreement”), will collectively supersede and replace the Prior Agreement. Therefore, upon execution and delivery of this Agreement and the Companion Agreement, the Parties acknowledge and agree that the Prior Agreement shall automatically terminate and have no further force and effect.

Project Subscriber:	City of Edina	US SolarSM:	
Name and Address	City Manager 4801 W 50 th Street Edina, MN 55424 [Attn: Ross Bintner]	Name and Address	United States Solar Corporation 100 N 6 th Street, Suite 222C Minneapolis, MN 55403 Attention: MN CSG Notices
Phone	(952) 927-8861	Phone	(612) 260-2230
E-mail	mail@EdinMN.gov	E-mail	info@ussolarcorporation.com
Premises and Account Numbers	Account 6824328 Premise 302159486 Account 6979948 Premises 302424717, 302501329, 303214071 Account 4888627 Premises 302395182, 303624615, 302382414, 303723782, 304311210, 304468236 Account 6229265 Premise 304142808 Account 10060454 Premise 304356528 Account 6227619 Premise 302991854		
Community Solar Garden Allocation	An amount expected to produce up to 259,000 kWh, which when added to the kWh production expected from the Community Solar Garden Allocation in the Companion Agreements is equal to less than 100% of Project Subscriber's average annual electricity consumption (“AAEC”) (net of any other distributed generation resources serving a relevant Premises) over the prior twenty four (24) months with respect to its eligible Account and Premises numbers.		

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

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

Exhibit A	Definitions
Exhibit B	Project(s) and Project Site(s)
Exhibit C	Bill Credit Types, Current Bill Credit Rates, and Current Sunscription Rates
Exhibit D	Estimate of Subscribed Energy
Exhibit E	Sunscription Rate Schedule
Exhibit F	Form of SRC Contract
Exhibit G	Form of Agency Agreement
Exhibit H	Project Subscriber Data

ARTICLE 1 SUBSCRIPTION

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

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

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

Customer Class	Bill Credit Type	Bill Credit Rate per kWh (AC) for Energy Delivered to Company
Small General Service	Standard	\$0.12844
Small General Service	Enhanced – Solar Gardens >250 KW (AC)	\$0.14844
General Service	Standard	\$0.10515
General Service	Enhanced – Solar Gardens >250 KW (AC)	\$0.12515

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

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

1.5 Sunscription Rate and Payments.

(a) Your Sunscription Rate for each Project for each Production Month shall be equal to the rate shown on Exhibit E. Please see Exhibit C for additional details about Bill Credit types, customer accounts, and Sunscription Rates.

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

(c) We will invoice you monthly for your Sunscription Payments, beginning the first month after the Date of Commercial Operation (“**COD**”) of each particular Project, and you agree to make the full monthly Sunscription Payment within thirty (30) days of receiving our invoice.

1.6 No Additional Funds. The Sunscription Payments represent full payment by you for your CSG Allocation subscription, and we have no right to compel you to advance or pay any additional funds for the construction or maintenance of the Project or your CSG Allocation.

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

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

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

ARTICLE 2 STANDARD CONTRACT FOR SOLAR REWARDS COMMUNITY

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

- (a) US Solar acting as the Community Solar Garden Operator;
- (b) Sale and delivery to NSP of all electricity and RECs generated by the Project for a term of twenty five (25) years;

- (c) Allocation to Subscribers by NSP of Bill Credits in exchange for delivery by US Solar, or the applicable Project Owner, of the electricity and RECs generated by the Project; and
- (d) US Solar ensuring compliance with the Community Solar Garden Statutory Requirements (“**Eligibility Requirements**”), which include eligibility requirements relating to both the Project and Subscribers.

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

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

ARTICLE 3 ELIGIBILITY AND EXCESS BILL CREDIT PURCHASE

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

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

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

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

ARTICLE 4 US SOLAR RESPONSIBILITIES

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

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

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

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

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

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

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

ARTICLE 5 FURTHER INFORMATION

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

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

5.3 Other Agreements and Documents.

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

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

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

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

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

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

ARTICLE 6 TRANSFERABILITY

6.1 General. This Agreement and your Bill Credits are Project Subscriber property. Your ability to continue to receive Bill Credits is dependent upon your continuing compliance with the applicable Eligibility Requirements and your payment of the Subscription Payments. This Agreement and the Bill Credits are transferable only as set forth below. This Agreement and the Bill Credits are not transferable by you, whether voluntarily or by operation of law, at any time when you are in default under this Agreement, unless as approved by US Solar.

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

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

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

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

6.3 Relocation/Sale of Eligible Address.

- (a) If during the Term you move from an Eligible Address and are no longer the NSP account-holder at that address, you may transfer all or part of your CSG Allocation to another Eligible Address of yours (new or existing) conditioned on the following:
 - i. You provide us with at least ninety (90) days' notice of such transfer; and

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

ARTICLE 7 FINANCING

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

7.2 Changes. You acknowledge that we may obtain construction and long-term financing from one or more Financing Parties. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with any assignment by us (or the Financing Parties, as described below), you agree to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to the

Financing Parties. If this Agreement applies to more than one Project, you also agree to execute a separate Agreement for each Project if requested by us in connection with such assignment.

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

ARTICLE 8

PRIVACY; CONFIDENTIALITY; TRADE SECRET; PUBLICITY

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

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

8.3 Publicity. The Parties will endeavor to coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement or related to Project Subscriber's participation in a Project. When feasible, each Party will endeavor to provide any publicity materials, press releases or other public statements to the other Party for review and comment. The Parties agree to the use of each other's logos in their respective marketing materials in the context of listing counterparties with whom a Party has transacted.

ARTICLE 9
DISPUTE RESOLUTION

9.1 NSP Disputes.

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

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

9.2 Disputes between Parties.

- (a) Any dispute or issue a Party may have arising from or related to this Agreement, which are not resolved by communications between Project Subscriber and US Solar representatives in person, over the phone, or electronically shall be submitted to the other Party in writing. Each Party shall assign an officer or senior management executive to address or negotiate a resolution with the other Party. The Parties agree to attempt to reach a resolution of such dispute within ten (10) days or such longer period as the Parties may agree.
- (b) We shall perform any calculation called for hereunder and do so in a commercially reasonable manner and in accordance with industry accepted standards. Any dispute regarding the results of any such calculation shall be resolved by having an independent consultant having nationally recognized credentials, such as Navigant Consulting, Inc. or Leidos, Inc., perform the calculation at the disputing party’s expense.
- (c) Failing resolution of any dispute by the Parties in accordance with the provisions of Section 9.2(a), such dispute shall be subject to litigation in a court of competent jurisdiction in Hennepin County, Minnesota. As a condition precedent to filing or pursuing any legal or equitable remedy, the Parties agree to participate in good faith in non-binding mediation through the use of a mutually acceptable neutral mediator. Each

Party shall pay one-half (1/2) the cost of the mediator. Each Party shall be responsible for its own costs related to such mediation. If the Parties have not resolved their dispute within 30 calendar days after the request for mediation, any Party may resort to any available legal remedies.

ARTICLE 10

CANCELLATION EVENTS; EVENTS OF DEFAULT; REMEDIES

10.1 Cancellation Events.

- (a) You may cancel all or part of your CSG Allocation relating to a particular Project to the extent that:
 - i. Construction of that Project is not completed within twenty-four (24) months of our receipt of NSP determining that Project's CSG application is complete, and additional Project capacity does not exist;
 - ii. That Project becomes ineligible, in whole or in part, as a CSG during the Term and the related SRC Contract is terminated, and additional Project capacity does not exist; or
 - iii. You become aware that, due to relocation or other material changes, your CSG Allocation will no longer satisfy the applicable Eligibility Requirements and you elect not to sell or transfer, or cannot sell or transfer, your CSG Allocation to another eligible NSP customer.
 - iv. Before the Project's CSG application is deemed complete by NSP, if the legislature, MPUC, NSP, or any other entity significantly reduces the credit base rate, or basis of escalation of that rate from that anticipated at the time of acceptance of the proposal by you.
- (b) We may cancel all or part of your CSG Allocation relating to a particular Project to the extent that:
 - i. You fail to meet the applicable Eligibility Requirements at any time during the Term;
 - ii. Your CSG Allocation is transferred by operation of law as defined in Section 10.7 to an ineligible person or entity and is not sold to an eligible transferee within the time provided;
 - iii. Prior to the start of Project construction, we are not able to confirm your creditworthiness; or
 - iv. Prior to the start of Project construction, we determine we are unable to develop the Project under commercially reasonable terms, including, but not limited to, NSP disallowing the development of Project(s), NSP imposes costs in excess of the average for approved Projects, or additional Project capacity does not exist.
- (c) Cancellation will be effective upon written notice by the cancelling Party to the other Party, including a description of the circumstances giving rise to the Cancellation Event and the specific portion of CSG Allocation canceled.

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

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

10.3 Cancellation Remedies.

- (a) In the case of a cancellation pursuant to Sections 10.1(a)(i) or (ii) or 10.2(b)(iii) or (iv), you will owe nothing with respect to the amount of CSG Allocation cancelled.
- (b) In the case of a cancellation pursuant to Sections 10.1(a)(iii) or 10.1b) (i) or (ii) (each, a **“Covered Cancellation Event”**), you will be responsible for paying the Cover Cost Amount, if any, with respect to the amount of CSG Allocation cancelled, subject to the following:
 - i. We will use commercially reasonable efforts for up to one hundred eighty (180) days after such cancellation (“Cancellation Replacement Period”) to secure one or more Eligible Transferee who will subscribe to the entire cancelled portion of your CSG Allocation at no less than your Sunsubscription Rate. If we are successful, your Cover Cost Amount will be zero.
 - ii. To the extent during the Cancellation Replacement Period we are unsuccessful in securing one or more Eligible Transferees who will subscribe to the entire cancelled portion of your CSG Allocation, the Unsubscribed Energy rate provided for in the CSG Tariff will be used in lieu of a transferee Sunsubscription Rate for purposes of determining the Cover Cost Amount.
- (c) During the Cancellation Replacement Period and before paying any Cover Cost Amount or other cancellation related amounts, you will be responsible for making Sunsubscription Payments that will be deemed to equal the full amount of your Sunsubscription Payments had no cancellation occurred.
- (d) At the end of the Cancellation Replacement Period, we will determine the Cover Cost Amount and other amounts owing by you and provide you written notice of same. These amounts will become due and payable by you within thirty (30) days of your receipt of this notice.
- (e) After paying the Cover Cost Amount, your remaining Sunsubscription Payments will reflect your appropriately reduced CSG Allocation.
- (f) You will be responsible for reimbursing us for any actual, reasonable and verifiable costs we incur in identifying an Eligible Transferee who will subscribe to the cancelled portion of your CSG Allocation and in the execution of related documentation.

- (g) Upon cancellation of the entire CSG Allocation, we may terminate this Agreement in its entirety.

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

- (a) With respect to an Event of Default by Project Subscriber:

- i. We may terminate this Agreement immediately by notifying you in writing.
- ii. We may direct NSP to remove you as a subscriber with respect to the Project, and you will no longer receive Bill Credits associated with the CSG Allocation.
- iii. You will owe the Cover Cost Amount, if any.
 - 1. We will use commercially reasonable efforts for sixty (60) days after your Event of Default ("**Default Replacement Period**") to secure one or more Eligible Transferee who will subscribe to your entire CSG Allocation at no less than your Subscription Rate or a lesser rate as agreed by the Parties.
 - 2. To the extent during the Default Replacement Period we are unsuccessful in securing one or more Eligible Transferee(s) who will subscribe to your entire CSG Allocation, the Unsubscribed Energy rate provided for in the CSG Tariff will be used in lieu of a transferee Subscription Rate for purposes of determining the Cover Cost Amount.
- iv. You will owe an amount equal to the Subscription Payments that would have been payable by you during the Default Replacement Period absent the Event of Default.
- v. Once one or more Eligible Transferee(s) have been located but no later than at the end of the Default Replacement Period, we will determine the Cover Cost Amount and other default-related amounts owing by you and provide you with written notice of same. These amounts will become due and payable immediately by you upon your receipt of this notice.
- vi. You will be responsible for reimbursing us for any actual, reasonable and verifiable costs we incurred in attempting to identify an Eligible Transferee and in the execution of related documentation.
- vii. Upon termination of this Agreement, we shall have no further obligations to you hereunder.

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

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

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

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

10.7 Involuntary Transfers. Upon transfer of title or control of the Eligible Address or your CSG Allocation, or portion thereof, due to bankruptcy, foreclosure or operation of law for other reasons, you or the transferee must notify US Solar immediately. During any period of time in which a trustee, receiver, or creditor is in possession of the Eligible Address and assumes responsibility as the account-holder with NSP at the Eligible Address, such transferee shall be deemed to have succeeded to your rights and obligations under this Agreement at the Eligible Address during the period of its possession. Upon the transfer of title to the property at the Eligible Address and the CSG Allocation to a creditor or other third party, the transferee shall notify US Solar of the transfer. If the transferee(s) meet all relevant Eligibility Criteria, the transfer shall be treated as a sale or transfer of the CSG Allocation to such transferees upon completion of the conditions set forth in Section 6.2. If the transferee does not meet the transfer conditions, then the transferee(s) shall be required immediately to sell or transfer the CSG Allocation or applicable portion to an eligible buyer in accordance with Section 6.2.

ARTICLE 11 MISCELLANEOUS

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

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

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

the Eligibility Requirements for the quantity of Project Subscriber's Subscribed Energy and location of NSP account(s) as per this Agreement.

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

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

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

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

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

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

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

(SIGNATURE PAGES TO FOLLOW)

City of Edina

United States Solar Corporation

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: Martin Mobley

Title: _____ Title: CEO

Date: _____ Date: _____

EXHIBIT A

DEFINITIONS

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

7. **Eligible Transferee.** A person or entity who meets the applicable Eligibility Requirements and meets the conditions set for in Section 6.2(a)-(e)
8. **Financing Party.** A person or persons providing construction or permanent financing in connection with construction, ownership, operation and maintenance of the Project, or if applicable, any person to whom the ownership interest in the Project has been transferred, subject to a leaseback of the Project from such person.
9. **MPUC.** Minnesota Public Utilities Commission.
10. **NSP.** Northern States Power Company, a wholly owned subsidiary of Xcel Energy Inc.
11. **Sunscription Rate.** A dollar amount per kilowatt-hour with respect to the Subscribed Energy produced by Project Subscriber's CSG Allocation, as set forth in Section 1.5(a), used for determining Project Subscriber's Sunscription Payments.
12. **Taxes.** Any federal, state, or local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, or transaction tax, other taxes, regulatory fees, surcharges, or other similar charges, but does not include any income taxes imposed on US Solar for payments made by you and received by us under this Agreement.

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

EXHIBIT B

PROJECT(S) AND PROJECT SITE(S)

USS East Hauer Watt LLC

1190 E 205th St

Jordan, MN 55352

EXHIBIT C

BILL CREDIT TYPES, CURRENT BILL CREDIT RATES, CURRENT SUNSCRIPTION RATES

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

EXHIBIT D

ESTIMATE OF SUBSCRIBED ENERGY

An amount expected to produce approximately 259,000 kWh in the first year.

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

EXHIBIT E

SUNSCRIPTIONSM RATE SCHEDULE

Production Month	General Service Accounts	Small General Service Accounts
1 - 12	\$0.1150/kWh	\$0.1383/kWh
13 - 24	\$0.1179/kWh	\$0.1417/kWh
25 - 36	\$0.1208/kWh	\$0.1453/kWh
37 - 48	\$0.1238/kWh	\$0.1489/kWh
49 - 60	\$0.1269/kWh	\$0.1526/kWh
61 - 72	\$0.1275/kWh	\$0.1539/kWh
73 - 84	\$0.1275/kWh	\$0.1539/kWh
85 - 96	\$0.1275/kWh	\$0.1539/kWh
97 - 108	\$0.1275/kWh	\$0.1539/kWh
109 - 120	\$0.1275/kWh	\$0.1539/kWh
121 - 132	\$0.1275/kWh	\$0.1539/kWh
133 - 144	\$0.1275/kWh	\$0.1539/kWh
145 - 156	\$0.1275/kWh	\$0.1539/kWh
157 - 168	\$0.1275/kWh	\$0.1539/kWh
169 - 180	\$0.1275/kWh	\$0.1539/kWh
181 - 192	\$0.1275/kWh	\$0.1539/kWh
193 - 204	\$0.1275/kWh	\$0.1539/kWh
205 - 216	\$0.1275/kWh	\$0.1539/kWh
217 - 228	\$0.1275/kWh	\$0.1539/kWh
229 - 240	\$0.1275/kWh	\$0.1539/kWh
241 - 252	\$0.1307/kWh	\$0.1577/kWh
253 - 264	\$0.1340/kWh	\$0.1616/kWh
265 - 276	\$0.1373/kWh	\$0.1657/kWh
277 - 288	\$0.1407/kWh	\$0.1698/kWh
289 - 300	\$0.1443/kWh	\$0.1741/kWh

EXHIBIT F

FORM OF SRC CONTRACT

EXHIBIT G

FORM OF AGENCY AGREEMENT

EXHIBIT H

PROJECT SUBSCRIBER DATA

1. Project Subscriber (name as shown on NSP account): City of Edina

2. NSP service address (Eligible Address): Braemar Arena
7501 Ikola Way (and other addresses)

Braemar Golf Clubhouse
6364 John Harris Drive

Edina Liquor
6755 York Ave S,

Edina Liquor
5013 Vernon Ave S

Edina Liquor
3943 W 50th Street

Edina Fire Department
6250 Tracy Ave

Edina Golf Dome
7420 Braemar Blvd

Centennial Lakes
7471 France Ave S

3. NSP account numbers: 4888627
6824328
6979948
6229265
10060454
6227619

4. Average annual electrical consumption: 4,695,735 kWh

5. 120% of AAEC: 5,637,644 kWh
