MANKATO AREA PUBLIC SCHOOLS

# AGENDA

## Independent School District No. 77
## Mankato, MN 56001

## Monday, November 21, 2016 - 5:30 p.m.
## Intergovernmental Center - Mankato Room

Greeters: Supt. Sheri Allen and Board Member Kinney Eberhart

1. CALL TO ORDER AND ROLL CALL (5:30 P.M.)

2. APPROVAL OF AGENDA (5:30 P.M.)

3. OPEN FORUM (5:35 P.M.)

4. INFORMATION (5:45 P.M.)

   A. 2015-16 Audit Report

   B. Student/Staff Recognition

   C. SunEdison Report

   D. Board Member Workshop/Committee Reports

5. CONSENT AGENDA (6:30 P.M.)

   A. Approval of Minutes of the November 7, 2016, Regular Meeting

   B. Approval of November Bills

   C. Personnel - Consent Items

      1. Personnel - Addendum

6. BUSINESS (6:35 P.M.)

A. Acceptance of Gifts and Grants

B. Approval of 2015-16 Audit Report

C. Approval of Contract with SunEdison

7. ADJOURNMENT (6:50 P.M.)

# School Board Members for 2016

Ann Hendricks, Chair
133 Ichabod Lane
Mankato, MN 56001
Phone: 507-351-7503
E-Mail: ahendr1@isd77.k12.mn.us
Term Ends December 31, 2019

Jodi Sapp, Vice-Chair
20588 State Highway 66
Mankato, MN 56001
Phone: 507-351-6597
E-Mail: jsapp1@isd77.k12.mn.us
Term Ends December 31, 2017

Judi Brandon, Treasurer
10 Crown Hill Lane
Mankato, MN 56001
Phone: 507-387-4945
E-Mail: jbrand1@isd77.k12.mn.us
Term Ends December 31, 2019

Sara Hansen, Clerk
2034 Sundance Lane
North Mankato, MN 56003
Phone: 507-469-1414
E-Mail: shanse1@isd77.k12.mn.us
Term Ends December 31, 2019

Kristi Schuck
730 S. Broad Street
Mankato, MN 56001
Phone: 507-382-4951
E-Mail: kschuc1@isd77.k12.mn.us
Term Ends December 31, 2017

Kinney Eberhart
2003 Roe Crest Drive
North Mankato, MN 56003
Phone: 507-469-4623
E-Mail: ceberh1@isd77.k12.mn.us
Term Ends December 31, 2017

Abdi Sabrie
404 Homestead Road
Mankato, MN 56001
Phone: 507-933-4254
E-Mail: asabri1@isd77.k12.mn.us
Term Ends December 31, 2019

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Sheri L. Allen, Superintendent
10 Civic Center Plaza, Suite 2
Mankato, MN 56001
Phone: 507-387-1868
E-Mail: sallen1@isd77.k12.mn.us

# OPEN FORUM GUIDELINES

The School Board allows public participation at its meeting, but at the same time has the responsibility for conducting its business in an orderly fashion. The Chairperson will provide the audience with an opportunity to speak during the Open Forum portion of the meeting. Citizens wishing to speak are asked to complete a Visitor Registration Card (located at the door of the meeting room) and hand it to the Board Chair or Deputy Clerk prior to the start of the meeting.

The major purpose of the citizens' participation is for the School Board to hear citizen's views on ways to improve the educational program and ways to improve the processes, including communications, for bringing about such improvements.

Each speaker will be asked to state his/her name and address for the record, and will be allowed five minutes for his/her presentation unless the time limit is waived by a majority of the Board members present. When there are a large number of speakers to be heard, the School Board may shorten this time or limit the number of speakers.

During an open meeting, the School Board is prohibited by law from considering allegations or charges against an employee. The presiding officer may terminate the speaker's privilege of address if, after being called to order, he/she persists in improper conduct or remarks.

Members of the School Board and the Superintendent may question a speaker or make comments in response to the speaker's remarks.

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School Board Meeting Agendas and Minutes can be found at www.isd77.org/page/4677

# Mankato Area Public Schools

## District Strategic Roadmap

**MISSION STATEMENT -** *Our core purpose*

Assuring learning excellence and readiness for a changing world

**CORE VALUES -** *What drives our actions and words*

**Integrity** - *Doing the "right thing" at all times with honesty and authenticity*

**Respect** - *Embracing of our differences, treating others as we wish to be treated*

**Excellence** - *High expectations for all and in all we do and the courage to challenge for it*

**Adaptability** - *Engaging in flexible, continuous and purposeful change grounded in data*

**Responsibility** - *Shared stewardship of and accountability for our words, acts, choices and results*

**Engagement** - *Actively participating with a mission-focus and values-driven attitude*

**Collaboration** - *Operating with a preference and capacity for partnership across our community*

**VISION -** *What we commit to create*

Learner Success through

- Aligned and relevant curriculum meeting individual needs

- Learner excellence and readiness

Sustainable Systems & Structures through

- Sustainable resources for continued growth; freedom from scarcity

- Quality, professional and respected staff

- Sustainable leadership philosophy, practice, and culture

Community Culture of Excellence through

- Recognizing who we are and embracing who we may become

- Collaboration and communication as core competencies

**STRATEGIC DIRECTIONS-** *Our focus for continuous improvement*

A. Student learning and engagement

B. Developing district culture and practices of partnership and connectedness between staff, students, families and community for student learning

C. Increase readiness for all students to ensure options for life

D. Management of financial resources

E. Develop staff capacity, accountability and skills to empower our Strategic Directions

Adopted July 21, 2014

**School Board Regular Meeting** **ITEM NUMBER: 4. A.**

**Meeting Date:** 11/21/2016

**Prepared By:** Jerry Kolander, Director of Business Affairs

**Item Type:** Information

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**Subject:**

2015-16 Audit Report

**Background:**

Ms. Kim Hillberg from Clifton Larson Allen LLP will be with us at our Board meeting on Monday evening to present the report and to answer any questions you might have.

**Recommended Action:**

None

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**Attachments**

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**School Board Regular Meeting** **ITEM NUMBER: 4. B.**

**Meeting Date:** 11/21/2016

**Prepared By:** Sheri L. Allen, Superintendent

**Item Type:** Information

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**Subject:**

Student/Staff Recognition

**Background:**

East High Activities Director Todd Waterbury and West High Activities Director Brian Fell will review the student/staff recognition items for the Fall season.

**Recommended Action:**

None

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**Attachments**

Recognition List - Fall 2016

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The following East High students are recognized for their accomplishments during the Fall season:

**Girls Cross Country**
MSHSCA Gold Academic Team Award (3.96 Team GPA)

**Boys Cross Country**
MSHSCA Silver Academic Team Award (3.53 Team GPA)

**Boys Soccer**
Zak Yarrow - MSHSCA All-State Honorable Mention

**Girls Soccer**
Jenny Vetter - MSHSCA All-State Honorable Mention

**Volleyball**
MSHSCA Gold Academic Team Award (3.83 Team GPA)
Laura Strom – MSHSCA Academic All-State
Bella Klabough – MSHSCA Academic All-State

**Girls Tennis**
MSHSCA Gold Academic Team Award (3.85 Team GPA)
Kylie Weckwerth - MSHSCA Academic All-State
Lynsey Rohlfing - MSHSCA Academic All-State
Maddie Ahrens - MSHSCA Academic All-State
Morgan Anderson - MSHSCA Academic All-State
Torey Richards - MSHSCA Academic All-State

**Girls Swim and Dive**
MSHSCA Silver Academic Team Award (3.72 Team GPA)

The following West High students are recognized for their accomplishments during the Fall season:

**Boys Cross Country**
MSHSCA Gold Academic Team Award

**Girls Cross Country**
MSHSCA Gold Academic Team Award

**Football**
Section 2AAAAA Champions and State Participants
MSHSCA Gold Academic Team Award
All-State Academic: Peter Haley
MFCA All Star Game: Robert Meidl, Charles Terry

**Boys Soccer**
Section 2A Champions and State Participants – 3rd Place Finish
MSHSCA Silver Academic Team Award
All-State 1st Team**:** Jacob Makela and Tyler Defor
All-Tournament Team: Jacob Makela and Tyler Defor
Class “A” Mr. Soccer: Jacob Makela

**Girls Soccer**
Section 2A Champions and State Participants – 2nd Place Finish
MSHSCA Gold Academic Team Award
All-State 1st Team: McKenna Buisman
All-Tournament Team: Shelby Lund, McKenna Buisman, Rachel Luedtke

**Girls Swim/Dive**
MSHSCA Gold Academic Team Award
State Tournament Participants:
Brenna Bartell (200 Medley Relay, 100 Free, 200 Free Relay, 400 Free Relay)
Anna Egli (200 Medley Relay, 100 Fly, 200 Free Relay)
Sarah Patenaude (200 Medley Relay, 200 IM, 200 Free Relay, 100 Breaststroke)
Rachel Phinney (200 Medley Relay, 100 Free, 100 Backstroke, 400 Free Relay)
Sophia Leonard (200 Free, 400 Free Relay)
Emma Thate (200 Free Relay, 400 Free Relay)

**Girls Tennis**
MSHSCA Gold Academic Team Award
Individual All-State Academic Award: Alyssa Haley, Lexi Miller, Lauren Smith and Jacqueline McGregor

**Volleyball**
MSHSCA Gold Academic Team Award
Individual All-State Academic Award: Krista Goerger, Bailey Brandel, Maija Russell and Alexis Paegel

**National Merit Scholars**
Semifinalists: Jameson Auger and Lauren Smith

**School Board Regular Meeting** **ITEM NUMBER: 4. C.**

**Meeting Date:** 11/21/2016

**Prepared By:** Jerry Kolander, Director of Business Affairs

**Item Type:** Information

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**Subject:**

SunEdison Report

**Background:**

Mankato Area Public Schools has been approached by SunEdison to enter in a long term agreement for the purchase of electricity generated by community solar gardens through Xcel Energy. The information in the attachment summarizes the program and lists other school districts and units of government that have signed agreements to participate. The legislature has provided tax incentives for solar companies to construct solar gardens and requirements on utilities to purchase electricity from renewable sources. Units of government are ideal clients for the projects because the vendors are looking for long term stable high volume energy users. The initial proposal required a 25 year commitment but has since been revised to a 15 year commitment with options to extend the agreement in 5 year increments. Projected electrical savings are $34,000 in the first year.

**Recommended Action:**

None

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**Attachments**

Proposal

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# MANKATO AREA PUBLIC SCHOOLS

## Minnesota Community Solar Garden Subscription Proposal

**MN Community Solar Gardens**
**July 26th, 2016**

**Pete Giese**
**Sr. Sales Director**
Community Solar

pgiese@sunedison.com
650-575-9865

**Intelligent Energy Solutions From a Global Leader**

July 26th, 2016

Mankato Public Schools
10 Civic Center Plaza
Mankato, MN 56002-8741

**SUBJECT: Revised and Final Minnesota Community Solar Garden (CSG) Subscription Proposal**

Mr. Hogan and Mr. Kolander,

Thank you for taking the time to speak with me and for reviewing our proposal for the school district to participate in our two Mankato area Community Solar gardens. This proposal is based on annual Xcel electric spending of $630,935 (and can be updated with more current information). We are uniquely positioned to help Mankato Area Public Schools derive the greatest long term value from the Minnesota Community Solar Gardens program because we have two fully developed projects in the area that are ready to begin construction.

***Local Projects, Ready to Go***

We have two projects that both have been fully permitted and are fully funded in the Xcel Interconnection process. Both projects are first in the substation queue meaning there are no issues with available capacity and, in fact, Xcel Energy has already begun procuring long lead items for their construction such as transformers and line reclosers. One of the projects will be a 5MWac project about 5 miles to the east in Eagle Lake and the other will be a 5MWac project about 15 miles to the west near Courtland.

***Shorter Term, Fixed Rate Certainty***

We have created a unique rate for the District. By offering a low fixed rate for 15yrs that will never change year to year, the District locks in a shorter term contract and pricing certainty. It also drives significant savings with projections to potential savings of more than $2.4M in the first 15yrs. After that, the contract will automatically renew, but <u>only if</u> the Xcel Energy credit rate is above 12.5 cents at the beginning of the 16th year and above 13.5 cents at the beginning of the 21st year. This guarantees that the District's contract will only automatically renew if the District is saving money at the time of renewal. This combination of term and certainty provide the District with the safest path forward in the Minnesota Community Solar market.

***Leading Choice of Minnesota Schools***

We are one of the largest individual contributors to the Minnesota Community Solar program. SunEdison has **21 projects across 9 counties and in partnership with more than 30 subscribers.** Among these subscribers are other Minnesota K-12 Districts similar to Mankato such as Bloomington, Eden Prairie, Minnetonka, Foley, Spring Lake Park and others. In total **11 school districts,** as well as municipalities like **Blue Earth County**, City of St. Cloud and City of Hopkins are partnering with us as well.

We are confident that these two projects create an opportunity to create significant value from this new CSG opportunity for Mankato Area Public Schools, and we hope that the District finds our offer compelling. We look forward to the opportunity to partner with you.

Sincerely,

Pete Giese
Sr. Director, Community Solar
(650)575-9865

## Program Summary:

SunEdison has acquired sites throughout Xcel's service territory that will allow us to build a significant number of Community Solar Gardens. These CSGs will deliver electricity to Xcel Energy and SunEdison will receive a bill credit in the amount of 11.74 cents per kWh. SunEdison then directs these bill credits to our CSG customer's Xcel electric bills. Our CSG partners then make a payment to SunEdison for the credits received on their Xcel electric bills.

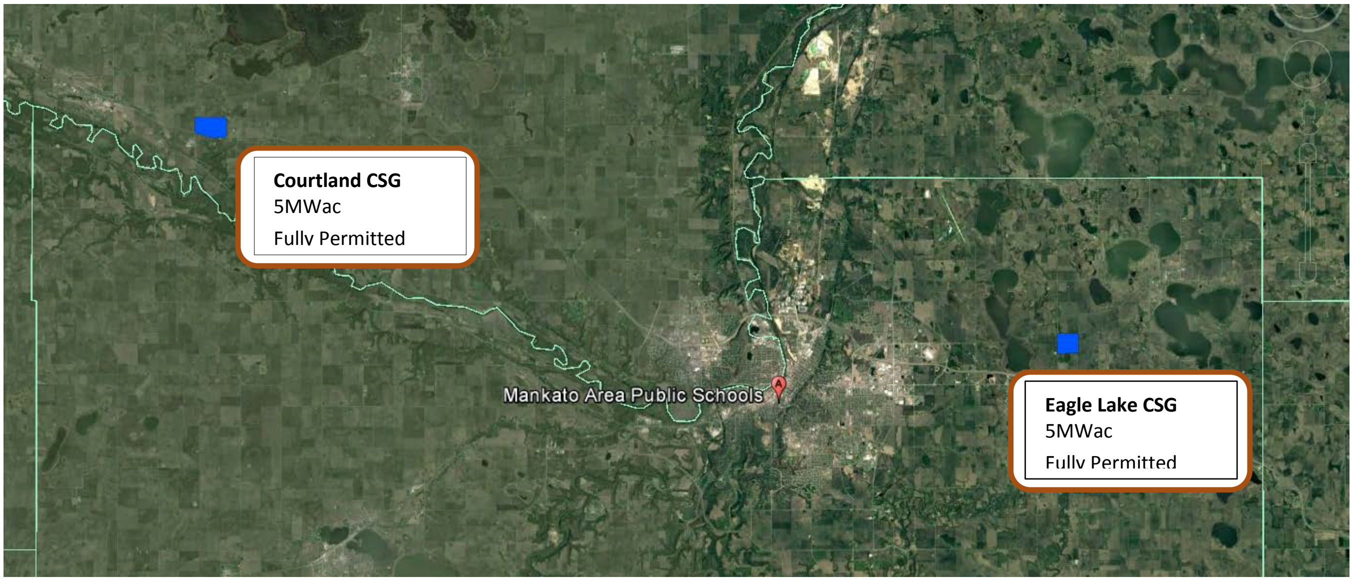
SunEdison partners that receive bill credits through the CSG program save money on their electric bills and benefit from:

- Immediate Savings Year One
- Long Term Predictability of Energy Cost
- No Upfront Capital Cost
- No Onsite Construction, Maintenance or Insurance Cost

## Advanced CSG Projects:

Over the past three years, we have identified high quality land parcels for the Community Solar Garden program and specifically two such sites around Mankato. The main keys of development for solar projects are Site Control, Land Use Permitting, and Interconnection. Our Eagle Lake and Courtland projects have all three of these key features.

- ***Site Control:*** Long term leases with local landowners. Land lease revenue and property tax benefits stay local
- ***Land Use Permitting:*** Both projects are fully permitted for required land use
- ***Interconnection:*** Both projects are fully funded through interconnection with more than $1.1M of Interconnection Upgrade deposits paid on the projects within the last 2 months.




## Financial Benefits:

We are pleased to offer a fixed price subscription rate to Mankato Area Public Schools that is below current Xcel rates. Under the terms of this agreement Mankato Area Public Schools purchase credits equal to your subscription amount at a fixed $/kWh rate. This rate remains constant over time (0% escalation). SunEdison will record this subscription with Xcel and Mankato Area Public Schools will begin receiving credits on its electric bills when the CSGs begin producing power.

In Minnesota, Xcel has rate cases pending that request significant rate increases for 2014 through 2018. The 2014 rate case has already started to impact customer bills in the form of an interim rate adjustment. Publicly available data from Xcel indicates that they are requesting annual rate increases of 4-6% through 2018, which will result in rate growth of 15-20% by 2018. Beyond the 2018 horizon, all indicators point toward additional rate increases as Xcel continues to modernize its electrical grid and electrical demand grows with Minnesota's growth.

Our offer is designed to save money today while protecting against long term energy price volatility and increases. By providing Mankato Area Public Schools with a flat rate for energy, the offer SunEdison has designed provides an extremely valuable hedge against Xcel rate increases. As Xcel rates rise over time this hedge will pay dividends creating a large and growing sum of savings that can be used to further the mission of Mankato Area Public Schools. In addition to savings, SunEdison's offer provides security and protection against volatility with a known, fixed rate for the life of the contact.

The core of this offer is savings today and protection against future rate increase. We have bolstered this by shortening the term to 15 years for the District. The contract will automatically renew if, at the beginning of the 16th year, the Xcel Bill Credit Rate is at least 1 cent higher than the District's 11.5c rate with us. Similarly, it will extend for an additional 5 years if, at the beginning of the 21st year, the Bill Credit is at least 2 cents higher than the District's 11.5 cent rate. Please the following pages for several charts illustrating this structure:

## Offering for Mankato Area Public Schools:

**Shorter Term, Fixed Rate**

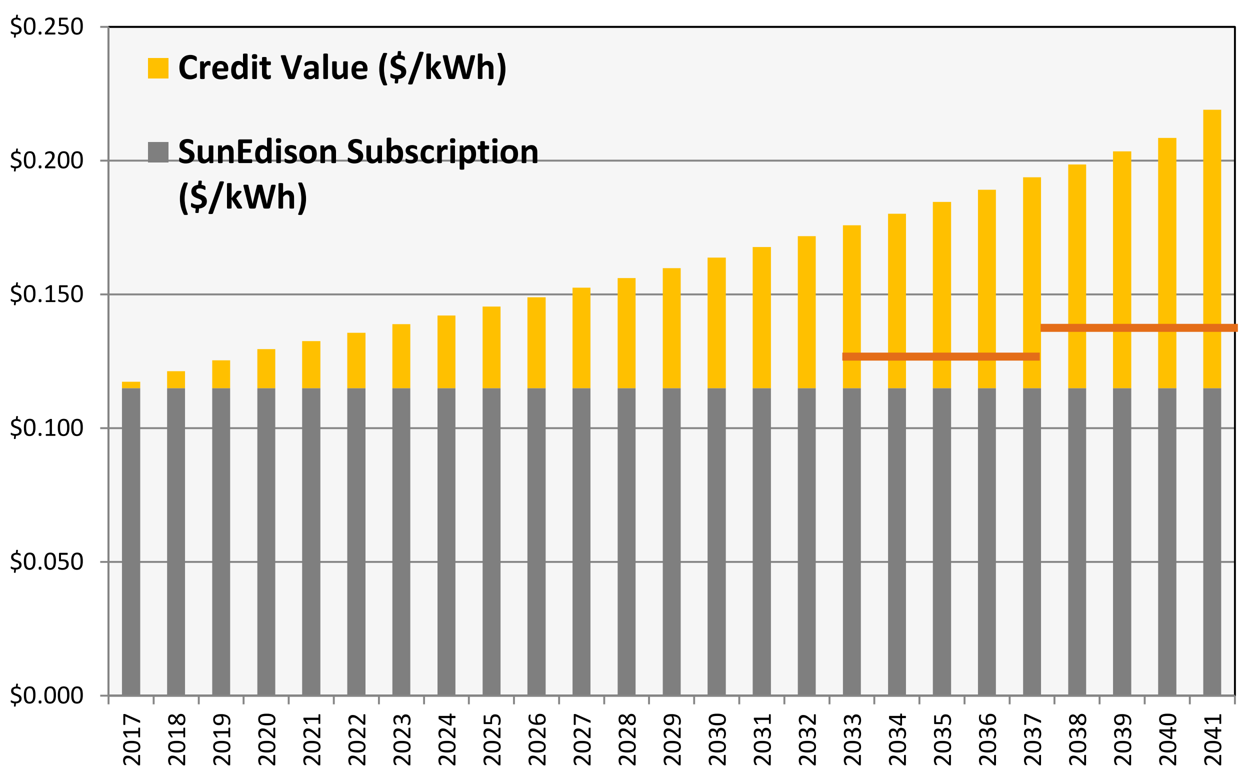
SunEdison is pleased to offer Mankato Area Public Schools a unique Community Solar rate of **11.5** cents per kWh for 15 years based on an electric spending of $635,935 per year [based on previous information provided]. Included in this offering are two automatic renewals that only occur if the Xcel Bill credit rate is higher than the District's rate in the 16th and 21st year of the contract. Using conservative Xcel rate growth scenarios this pricing delivers:

- **1st Year Savings of $34,000**
- **15 yr Savings of $2,400,000**
- **25yr Potential Savings of $6,380,000**

The chart below shows the District's rate in grey (fixed, flat and never changing over time) underneath the Xcel Bill Credit rate which fliuctuates and generally is expected to rise over time in yellow. You'll further see two horizontal orange lines representing the two automatic renewals periods and you'll be able to see that those renewals cannot happen unless the District is still saving money at that point in time. This structure provides a terrific mix of term length, fixed price certainty and potential for savings growth over time.

**Credit Value Over Time (in $/kWh)**

| | |
|---|---|
| **Credit Escalator (2016 - 2018)** | **4.00%** |
| **Credit Escalator (2019 - 2041)** | **2.75%** |



**School Board Regular Meeting** **ITEM NUMBER: 4. D.**

**Meeting Date:** 11/21/2016

**Prepared By:** Sheri L. Allen, Superintendent

**Item Type:** Information

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**Subject:**

Board Member Workshop/Committee Reports

**Background:**

Board members will have an opportunity to provide brief reports on recent workshops they have attended or on committees they are serving on.

**Recommended Action:**

None

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**School Board Regular Meeting** **ITEM NUMBER: 5. A.**

**Meeting Date:** 11/21/2016

**Prepared By:** Sheri L. Allen, Superintendent

**Item Type:** Action

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**Subject:**

Approval of Minutes of the November 7, 2016, Regular Meeting

**Background:**

See attachment.

**Recommended Action:**

Recommend approval of the minutes and proceedings as presented.

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**Attachments**

Minutes - November 7, 2016, Regular Meeting

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**SCHOOL BOARD MINUTES**
INDEPENDENT SCHOOL DISTRICT NO. 77
Mankato, Minnesota

November 7, 2016

The School Board of Independent School District No. 77 met in regular session on Monday, November 7, in the Mankato Room at the Intergovernmental Center. Chair Hendricks called the meeting to order at 5:30 p.m. Members present at roll call: Judi Brandon, Ann Hendricks, Sara Hansen, Abdi Sabrie, Jodi Sapp and Kristi Schuck. Absent: Kinney Eberhart.

Ms. Sapp moved, and Ms. Schuck seconded, approval of the agenda together with a Personnel Addendum. The motion carried on a 6-0 voice vote.

Open Forum: Sue Dodge (121 Victoria Boulevard, Mankato) addressed the Board about the contract with the Minnesota School Employees Association.

Information Report: District Early Childhood Update presented by Ruth Ann Rosenwinkel.

The consent agenda items outlined below were approved on a motion by Ms. Hansen, seconded by Mrs. Brandon, and carried on a 6-0 roll call vote.

Approval of Minutes of the October 17, 2016, regular Board meeting.

Personnel:

APPOINTMENTS (NON-AFFILIATED)
Erica Ordaz - ACES Supervisor at Roosevelt Elementary School for 8 hours per day/5 days per week beginning November 14, 2016. This is a Non-affiliated position with an hourly rate of $14.00 per hour and she will be eligible for Category I benefits.

Jocelin Reynolds - Transfer to the position of Information Systems Support Technician. This is a full-time, 8-hour per day Non-Affiliated position with a prorated salary of $32,000 for 174 days beginning November 1, 2016. She will be eligible for Category II benefits.

Lori Volz - Director of Business Services beginning December 14, 2016. This is a full-time, 12-month position with a prorated salary of $79,170.50 for 143 days and she will be eligible for Category IV benefits.

APPOINTMENTS (ADMINISTRATIVE)
Nancy Kluck - Substitute Principal at Rosa Parks Elementary School beginning October 31 and ending December 12, 2016. She be placed at the Elementary Principal base salary rate of pay.

APPOINTMENTS (INSTRUCTIONAL)

Kristin Landgraff - Extend Long Term Substitute Teacher assignment for Toni Fischer at Kennedy Elementary School through December 22, 2016.

Kristin Landgraff - Long Term Substitute Intervention Teacher for Deanna Anderson at Franklin Elementary School beginning February 6 and ending April 3, 2017. She will be placed at step 1 of the B lane of the Teachers Association salary schedule.

Macey Noren Shellum - Long Term Substitute Teacher for Katie Woitas at Dakota Meadows Middle School beginning November 28 and ending March 2, 2017. She will be placed at step1 of the B lane of the Teachers Association salary schedule.

Zachary Woodside - Rescind appointment to the position of Long Term Substitute Teacher for Katie Woitas at Dakota Meadows Middle School that was to begin November 28, 2016.

The following will be teachers in the ExCel Program at Washington Elementary School beginning October 24 and ending April 12, 2017. They will be compensated according to their placement on the Teachers Association salary schedule.

Angie Davis, Cindy Hashimoto, Eric Miller, Gina Vanselow
Eric Miller will also be Coordinator with a stipend of $1,000

APPOINTMENTS (NONINSTRUCTIONAL)

Rita Anderson - NonClassroom (Lunchroom) Paraprofessional at Dakota Meadows Middle School for 2.5 hours per day/5 days per week beginning November 1, 2016. She will be compensated at the rate of $10.86 per hour in accordance with the agreement between the District and the Minnesota School Employees Association.

Tyler Anderson - Full-time, 8-hour per day Evening Custodian at Hoover Elementary School beginning November 7, 2016. He will be placed at classification A13, step 1 of the Maintenance and Custodial Workers Association salary schedule with an hourly rate of $13.74.

Monique Bertrand - Behavior Intervention Paraprofessional at Prairie Winds Middle School for 6.75 hours per day/5 days per week beginning October 31, 2016. She will be compensated at the rate of $13.49 per hour in accordance with the agreement between the District and the Minnesota School Employees Association.

Lisa Burley - Special Education Paraprofessional at Dakota Meadows Middle School for 6.75 hours per day/5 days per week beginning November 7, 2016. She will be compensated at the rate of $10.86 per hour in accordance with the agreement between the District and the Minnesota School Employees Association.

Tammy Burman - Special Education Paraprofessional at Central High School for 6.75 hours per day/5 days per week beginning November 3, 2016. She will be compensated at the rate of $10.86 per hour in accordance with the agreement between the District and the Minnesota School Employees Association.

Hannah Carroll-Kinder - Child Care Assistant at Kennedy ACES for 3.25 hours per day/3 days per week beginning October 13, 2016. She will be compensated at the rate of $9.50 per hour.

Alyssa Clubb - Child Care Assistant at Monroe ACES for 3.25 hours per day/2 days per week beginning September 29, 2016. She will be compensated at the rate of $9.50 per hour.

Kristen Erickson - Child Care Assistant at Rosa Parks ACES for 3.25 hours per day/2 days per week beginning October 25, 2016. She will be compensated at the rate of $9.50 per hour.

Abbey Erlanson - Child Care Assistant at Hoover ACES for 3.25 hours per day/5 days per week beginning October 25, 2016. She will be compensated at the rate of $9.50 per hour.

Alyssa Fletcher - Rescind appointment to the position of Early Learning Teaching Assistant at the Family Learning Center, effective October 24, 2016.

Elisa Gjermundson - Child Care Assistant at Kennedy/Washington ACES for 3.25 hours per day/4 days per week, effective s of September 29, 2016. She will be compensated at the rate of $9.50 per hour.

Tenisha Griggs - Special Education Paraprofessional at Franklin Elementary School for 6.25 hours per day/5 days per week beginning January 3, 2017. She will be compensated at the rate of $10.86 per hour in accordance with the agreement between the District and the Minnesota School Employees Association.

Amelia Hilbrands - Child Care Assistant at Kennedy ACES for 3.25 hours per day/5 days per week beginning October 12, 2016. She will be compensated at the rate of $9.50 per hour.

Tyson Hoeft - Special Education Paraprofessional at Prairie Winds Middle School for 6.75 hours per day/5 days per week beginning October 28, 2016. He will be compensated at the rate of $10.86 per hour in accordance with the agreement between the District and the Minnesota School Employees Association.

Macayla Johnson - Child Care Assistant at Hoover ACES for 3.25 hours per day/4 days per week beginning September 27, 2016. She will be compensated at the rate of $9.50 per hour.

Casey Leasure - Child Care Assistant at Hoover ACES for 3.25 hours per day/3 days per week beginning October 24, 2016. She will be compensated at the rate of $9.50 per hour.

Karli Levchak - Child Care Assistant at Franklin ACES for 3 hours per day/3 days per week beginning October 10, 2016. She will be compensated at the rate of $9.50 per hour.

Mikayla Manley - Child Care Assistant at Hoover ACES for 3.25 hours per day/3 days per week beginning October 19, 2016. She will be compensated at the rate of $9.50 per hour.

Amanda Marrs - Transfer to the position of Receptionist/Secretary at the Family Learning Center, effective as of November 3, 2016. This assignment is for 7.5 hours per day/5 days per week. She will be placed at her current step, classification A13 of the Educational Secretaries Association salary schedule with a work-year of 240 days + 9 paid holidays.

Amanda Melnychuk - Child Care Assistant at Eagle Lake ACES for 3 hours per day/4 days per week beginning October 10, 2016. She will be compensated at the rate of $9.50 per hour.

Victoria Miller - Early Learning Teaching Assistant at the Early Childhood Center for 5.5 hours per day on Mondays, 7 hours per day T-Th and 2.5 hours on Friday (29 hours per week) for a total of 733 hours per year and will work an additional 17 hours for open houses/special events beginning November 2, 2016. She will be compensated at the rate of $10.86 per hour.

Victoria Slawik - Child Care Assistant at Washington ACES for 3 hours per day/4 days per week beginning October 11, 2016. She will be compensated at the rate of $9.50 per hour.

Alayna Stenzel - Child Care Assistant at Hoover ACES for 3.25 hours per day/5 days per week beginning October 25, 2016. She will be compensated at the rate of $9.50 per hour.

Alayna Stenzel - NonClassroom (Playground) Paraprofessional at Kennedy Elementary School for 2 hours per day/5 days per week beginning November 7, 2016. She will be compensated at the rate of $10.86 per hour.

Linda Streett - On-call Substitute for the Food Service Department beginning September 1, 2016. She will be compensated at the rate of $13.97 per hour.

Lynn Struck - On-call Substitute for the Food Service Department beginning September 1, 2016. She will be compensated at the rate of $16.74 per hour.

Allison Trutter - Special Education Paraprofessional at Prairie Winds Middle School for 6.75 hours per day/5 days per week beginning November 7, 2016. She will be compensated at the rate of $10.86 per hour in accordance with the agreement between the District and the Minnesota School Employees Association.

Janet Westberg - NonClassroom (Playground) Paraprofessional at Hoover Elementary School for 1.5 hours per day/5 days per week beginning October 19, 2016. She will be compensated at the rate of $10.86 per hour.

Erica White - Infant Care Provider with the TAPP Daycare at Central High School for 38.5 hours per week (7.7 hours per day/5 days per week) beginning November 16, 2016. She will be compensated at the rate of $14.00 per hour and will be eligible for 6-3-2 benefits.

Brianne Zabinski - Child Care Assistant at Jefferson/Hoover ACES for 3.25 hours per day/3 days per week beginning September 27, 2016. She will be compensated at the rate of $9.50 per hour.

The following will be paraprofessionals in the ExCel Program at Washington Elementary School beginning October 24 and ending April 12, 2017 for 1.25 hours per day/3 days per week. They will be compensated according to their placement on the Minnesota School Employees Association salary schedule.

Lynn Keller
Cynthia Weir
Helen Wels

CONTRACT ADJUSTMENTS (NON-AFFILIATED)
Carolyn Clause, Information Systems Programming Technician - Change in assignment from 4 hours per day to 6 hours per day/5 days per week beginning November 1, 2016 with a prorated salary of $24,000 for 174 days with Category II benefits.

Aaron Daby - Change in assignment to Lead Information Systems Support Technician beginning November 1, 2016. He will receive a prorated salary of $36,000 for 174 days with Category II benefits.

Jason Moody - Change in assignment to Lead Information Systems Support Technician beginning November 1, 2016. He will receive a prorated salary of $36,000 for 174 days with Category II benefits.

CONTRACT ADJUSTMENTS (INSTRUCTIONAL)
Linda Becker - Increase in Intervention Teacher assignment from .80 to .90 FTEs beginning November 7, 2016.

Jay Eichhorst - Increase in assignment from 1.00 FTEs to 1.083 FTEs for the first semester only of the 2016-17 school year.

Joyce Petersen - Increase in Intervention Teacher assignment from .80 to .90 FTEs beginning November 7, 2016.

Beth Sachau - Salary lane advancement from M+30 to M+45, beginning with the 2016-17 school year.

CONTRACT ADJUSTMENTS (NONINSTRUCTIONAL)
Nancy Adams - Increase in Supervision and Security assignment from 6.75 hours per day to 7.25 hours per day/5 days per week beginning October 1, 2016.

Sue McVenes - Decrease in Cook's Helper assignment at East High School from 6.75 hours per day to 6.5 hours per day/5 days per week beginning October 3, 2016.

Lori Nelson - Decrease in Cook's Helper assignment at East High School from 7 hours per day to 6.5 hours per day/5 days per week beginning September 6, 2016.

Brenda Skelly - Change in classification on the Educational Secretaries Association salary schedule from classification A13 to classification B21, effective as of November 1, 2016.

REQUESTS FOR LEAVE (ADMINISTRATIVE)
Michelle Kruize, Principal at Rosa Parks Elementary School, has requested a leave under the provisions of the Family Medical Leave Act commencing on October 31 and ending on or about December 12, 2016.

REQUESTS FOR LEAVE (INSTRUCTIONAL)
Miranda Bode, Grade 4 Teacher at Kennedy Elementary School, has requested a leave under the provisions of the Family Medical Leave Act commencing on or about March 20 and ending May 22, 2017.

Debra Brage, Grade 2 Teacher at Rosa Parks Elementary School, has requested a leave under the provisions of the Family Medical Leave Act commencing on November 7 and continuing through November 30, 2016.

Emily Eberhart, Special Education Teacher at East High School, has requested an unpaid leave beginning on or about December 16 and continuing for a period of 12 weeks.

Toni Fischer, teacher currently on Board approved leave, has requested an extension of her leave through December 22, 2016.

Emily Lowry, Kindergarten Teacher at Hoover Elementary School, has requested a leave under the provisions of the Family Medical Leave Act commencing on March 9 and ending May 15, 2017.

Chris Richardson, Grade 4 Teacher at Eagle Lake Elementary School, has requested a leave under the provisions of the Family Medical Leave Act commencing on or about November 30 and ending on or about December 14, 2016 (for a period of 10 days).

REQUESTS FOR LEAVE (NONINSTRUCTIONAL)
Kasey Carstensen, Health Assistant at Prairie Winds Middle School, has requested a leave under the provisions of the Family Medical Leave Act, commencing on October 17, 2016 and ending January 17, 2017.

Sheryl Redding, Human Resources Secretary, has requested a leave under the provisions of the Family Medical Leave Act commencing on October 25 and ending November 28, 2016.

Lynn Ries, Special Education Paraprofessional at Prairie Winds Middle School, has requested a leave under the provisions of the Family Medical Leave Act, commencing on November 8 and ending December 9, 2016.

Kristine Rude, Special Education Paraprofessional at Prairie Winds Middle School, has requested a leave under the provisions of the Family Medical Leave Act commencing on September 22 and ending October 16, 2016. Beginning October 17 and ending December 22, 2016 her leave will be on an intermittent basis.

RESIGNATIONS (NONINSTRUCTIONAL)
Jamie Bahl - General Education Paraprofessional at Kennedy Elementary School, effective as of October 26, 2016.

Sam Blasing - ACES Assistant at Monroe Elementary School, effective as of November 9, 2016. Sam will continue in his assignment as a Special Education Behavior Intervention Paraprofessional at Dakota Meadows Middle School.

Mika Brannan - Child Care Assistant, effective as of December 8, 2016.

Hannah Carroll-Kinder - Child Care Assistant, effective as of October 17, 2016.

Kathy Gessner - Second Cook at Monroe Elementary School. Her last date of employment will be October 31, 2016.

Shelby Gladue - Child Care Assistant, effective as of December 16, 2016.

Deb Hiniker - Playground Supervisor at Kennedy Elementary School, effective as of October 21, 2016.

Karen Johnson - Special Education Paraprofessional at West High School, effective as of October 26, 2016.

Angie Knott- ECFE/SR Teaching Assistant at Eagle Lake, effective as of November 18, 2016.

Lianna Koberoski - Full-time Custodian at Jefferson Elementary School, effective as of November 15, 2016.

Anita Lozano - Secretary/Receptionist at the Family Learning Center, effective as of October 24, 2016.

Vicky McLaughlin, Special Education Paraprofessional at Jefferson Elementary School, has submitted her resignation, for the purposes of retirement, effective as of December 31, 2016.

Kacey Newberry - Child Care Assistant, effective as of December 5, 2016.

Stephanie Noland - District Volunteer Specialist. Her last date of employment will be November 16, 2016.

Kelsey Probach - Structured Study Center Supervisor at Monroe Elementary School, effective as of November 18, 2016.

Michelle Sprague - TAPP Daycare Infant Care Provider, effective as of October 31, 2016.

Sarah Swearingen - Child Care Assistant, effective as of November 30, 2016.

Tyisha Thomas - Playground Supervisor at Washington Elementary School, effective as of November 7, 2016. She will continue in her Custodial assignment at Bridges Community School.

TERMINATION OF EMPLOYMENT (NONINSTRUCTIONAL)
Olivia Bulnes - Playground Supervisor at Roosevelt Elementary School, effective as of October 27, 2016.

Mrs. Brandon made a motion, seconded by Ms. Schuck, to accept the following gifts. The motion carried on a 6-0 voice vote.

An anonymous donor provided $1,000 for books to be given to children after they complete their Early Childhood Screening.

Dental Dental of Minnesota donated 1500 copies of the book “Tooth Time” valued at $930 to be given to families at Early Childhood Screening and those receiving services through Early Intervention.

Roxan and Jeff Lang donated $60 to the West High Orchestra.

The West High Orchesis Program received the following donations:
Southern Minnesota Orthodontics - $100
Marlin and Judith Lloyd - $50
Kaye Corporation - $500
Frentz and Frentz - $100
Consolidated Communications - $500
Daniel and Angela Bastian - $250

Pack the Stands received the following donations:
Valley News Company - $100
Southern Minnesota Orthodontics - $100
Schwickert’s Tecta America of Mankato - $100
Overhead Door Company of Mankato - $100

Knutson Casey - $500
Phil Janzen - $50
I & S Group - $500
Community Bank - $100
Commerce Drive Dental Group - $100
BLK Electric Inc. - $500
Andring, Collins, Norman and Company - $100
Austin's Auto Repair Center - $100

Prairie Ecology Bus Center provided a $4,000 grant for the first graders at Kennedy Elementary School.

Mayo Health Systems donated $5,000 to our elementary schools for the ALPS program.

The Kato Ballroom donated their facility, valued at $925, for the West High Hall of Fame Banquet.

I & S Group donated $350 to the ACES Program to winterize their gardens.

The Forrest G. James Marine Corps Auxiliary donated school supplies valued at $50 to Washington Elementary School.

Matthew Wolff donated $1,000 to the Wolff Scholarship Fund at West High.

A tentative agreement was reached between District 77 and the Minnesota School Employees Association on September 20, 2016. The Association approved the tentative agreement on October 24, 2016. Board members received a detailed analysis of the new agreement for review. Following questions and discussion, Ms. Sapp made a motion to ratify the agreement as presented. Mr. Sabrie seconded the motion and it carried on a 6-0 roll call vote.

There being no further business to consider, Ms. Sapp moved and Ms. Schuck seconded, that the meeting be adjourned. The meeting was declared adjourned at 6:17 p.m., on a 6-0 voice vote.

Clerk ________________________________________

Attest:

Chairperson ________________________________________

SCHOOL BOARD PROCEEDINGS
INDEPENDENT SCHOOL DISTRICT NO. 77
Mankato, Minnesota

November 7, 2016

The School Board of Independent School District No. 77 met in regular session on Monday, November 7, in the Mankato Room at the Intergovernmental Center. Chair Hendricks called the meeting to order at 5:30 p.m. Members present at roll call: Judi Brandon, Ann Hendricks, Sara Hansen, Abdi Sabrie, Jodi Sapp and Kristi Schuck. Absent: Kinney Eberhart.

1. Sapp/Schuck approval of agenda with personnel addendum. 6-0
2. Open Forum – Sue Dodge regarding MSEA Contract.
3. Information: District Early Childhood Update.
4. Hansen/Brandon approval of Consent Agenda Items: Approval of Minutes of the October 17, 2016, regular meeting; Personnel. 6-0
5. Brandon/Schuck acceptance of gifts and grants. 6-0
6. Sapp/Sabrie ratify agreement with Minnesota School Employees Association. 6-0
7. Sapp/Schuck adjournment at 6:17 p.m. 6-0

Independent School District No. 77
Mankato, Minnesota
By: Sara Hansen

The complete minutes and all documents relating to this meeting are on file and available for review in the Superintendent's Office, 10 Civic Center Plaza, Suite 2 and on-line at www.isd77.org.

**School Board Regular Meeting** **ITEM NUMBER: 5. B.**

**Meeting Date:** 11/21/2016

**Prepared By:** Jerry Kolander, Director of Business Affairs

**Item Type:** Action

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**Subject:**

Approval of November Bills

**Background:**

At our meeting on Monday evening, the administrative team will be prepared to answer any questions you might have regarding the report on claims and accounts for November. The total of the bills for November of 2016 is $10,339,711.98.

**Recommended Action:**

The claims are recommended for payment as presented.

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**School Board Regular Meeting** **ITEM NUMBER: 5. C.**

**Meeting Date:** 11/21/2016

**Prepared By:** Eric Hudspith, Director of Human Resources and Organizational Development

**Item Type:** Action

**Subject:**

Personnel - Consent Items

**Background:**

**School Board Regular Meeting**
**Meeting Date:** November 21, 2016
**Prepared By:** Eric Hudspith
**Agenda Category**: Consent
**Item Type:** Action

**Subject:**
Personnel – Consent Items

**Background:**
<u>APPOINTMENTS NON-AFFILIATED</u>
Lori Volz - Rescind appointment to the position of Director of Business Services.

<u>APPOINTMENTS (INSTRUCTIONAL)</u>
Donna Mason - Special Education Autism Consultant on an intermittent basis beginning November 8 and ending June 2, 2017. She will be placed at step 10 of the B+15 lane of the Teachers Association salary schedule.

Arleen Swanson - Long Term Substitute Special Education Teacher for Jill Hall at Washington Elementary School beginning February 20 and ending April 20, 2017. She will be placed at step 10 of the M+30 lane of the Teachers Association salary schedule.

<u>APPOINTMENTS (NONINSTRUCTIONAL</u>
Matt Malaske - NonClassroom (Playground) Paraprofessional at Roosevelt Elementary School for 1.5 hours per day/5 days per week beginning December 12, 2016. He will be compensated at the rate of $12.00 per hour.

Toni Peterson - Full-time Evening Custodian at Jefferson Elementary School beginning November 16, 2016. She will be placed at step 1, classification A13 of the Maintenance and Custodial Workers Association salary schedule with an hourly rate of $13.74.

Amy Jo Priem - Early Learning Teaching Assistant at Eagle Lake Elementary School for 7 hours per day/M-Th for a total of 672 hours for the 2016-17 school year and will work an additional 12 hour for special events/open houses, beginning November 15, 2016. She will be compensated at the rate of $12.00 per hour.

Mary Torgusen - General Education Paraprofessional at Kennedy Elementary School for 5 hours per day/5 days per week beginning November 28, 2016. She will be compensated at the rate of $12.00 per hour in accordance with the agreement between the District and the Minnesota School Employees Association.

Nancy Vanhoudt - Second Cook at Monroe Elementary beginning November 16, 2016 for 7 hours per day/5 days per week . She will be placed at step 2 of the Second Cook classification of the School Food

Service Workers Association salary schedule.

Regina Wilson - Full-time Evening Custodian at Prairie Winds Middle School beginning November 9, 2016. She will be placed at step 1, classification A13 of the Maintenance and Custodial Workers Association salary schedule with an hourly rate of $13.74.

Ashley Wolf - Cook's Helper at Dakota Meadows Middle School for 6 hours per day/5 days per week beginning November 21, 2016. She will be placed at step 2 of the Cook's Helper classification of the School Food Service Workers Association salary schedule.

CONTRACT ADJUSTMENTS (NONINSTRUCTIONAL)

Kim Gustavson - Increase in General Education Paraprofessional assignment at Kennedy Elementary School from 4.5 hours per day/M/W/F to 5 hours per day/5 days per week beginning September 8, 2016.

Sheila Heiden - Increase in General Education Paraprofessional assignment at Kennedy Elementary School from 4.5 hours per day to 5 hours per day/5 days per week beginning September 8, 2016.

REQUESTS FOR LEAVE (INSTRUCTIONAL)

Megan Fitzloff, Intervention Teacher at Rosa Parks Elementary School, has submitted her request for a leave under the provisions of the Family Medical Leave Act commencing on December 8 and ending January 13, 2017.

Jill Hall, Special Education Teacher at Washington Elementary School, has submitted her request for an unpaid leave commencing on February 20 and ending April 20, 2017.

Laura Mitchell, EL Teacher at West High School, has submitted her request for a leave under the provisions of the Family Medical Leave Act commencing on or about March 8 and ending on or about June 1, 2017.

Katie Netland, Communications Teacher at Prairie Winds Middle School, has submitted her request for a leave under the provisions of the Family Medical Leave Act commencing on December 9 and ending March 31, 2017.

REQUESTS FOR LEAVE (NONINSTRUCTIONAL)

Britt Cline, Special Education Paraprofessional at Eagle Lake Elementary School, has submitted her request for a leave under the provisions of the Family Medical Leave Act commencing on February 27 and ending May 19, 2017.

RESIGNATIONS (NONINSTRUCTIONAL)

Lisa Burley - Special Education Paraprofessional at Dakota Meadows Middle School, effective as of November 9, 2016.

Marla Kontak, Special Education Paraprofessional at Dakota Meadows Middle School, has submitted her resignation for purposes of retirement, effective as of December 31, 2016.

Steven Kopelke - Child Care Assistant, effective as of November 23, 2016.

Jessica Mularie - Child Care Assistant, effective as of December 15, 2016.

Elizabeth Rossow - Special Education Behavior Intervention Paraprofessional at Franklin Elementary School, effective as of December 22, 2016.

Tori Sautner - Child Care Assistant, effective as of December 2, 2016.

Samantha Zebro - Child Care Assistant, effective as of September 22, 2016.

**Recommended Action:**

The Administration recommends approval of the personnel items.

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**School Board Regular Meeting** **ITEM NUMBER: 5. C. 1.**

**Meeting Date:** 11/21/2016

**Prepared By:** Eric Hudspith, Director of Human Resources and Organizational Development

**Item Type:** Action

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**Subject:**

Personnel - Addendum

**Background:**

APPOINTMENTS (NONINSTRUCTIONAL)

Kendra Erickson - Transfer from her position as NonClassroom Paraprofessional to Structured Study Center Supervisor at Monroe Elementary School for 6.5 hours per day/5 days per week beginning November 28, 2016. She will be compensated at the rate of $12.00 per hour in accordance with the agreement between the District and the Minnesota School Employees Association.

Briar Huff - Special Education Paraprofessional at Prairie Winds Middle School for 6.75 hours per day/5 days per week beginning January 11, 2017. He will be compensated at the rate of $12.00 per hour in accordance with the agreement between the District and the Minnesota School Employees Association.

Rosangela Salinas - Special Education Paraprofessional at Franklin Elementary School for 6.25 hours per day/5 days per week beginning January 11, 2017. She will be compensated at the rate of $12.00 per hour in accordance with the agreement between the District and the Minnesota School Employees Association.

CONTRACT ADJUSTMENTS (INSTRUCTIONAL)

Elizabeth Zarn - Increase in assignment from 1.00 FTEs to 1.167 FTEs beginning November 18, 2016 for the 2016-17 school year.

CONTRACT ADJUSTMENTS (NONINSTRUCTIONAL)

Marsha Hackbarth - Increase in Special Education Behavior Intervention Paraprofessional assignment at Prairie Winds Middle School from 6.75 hours per day to 7 hours per day/5 days per week beginning September 8, 2016.

Maribeth Marso - Transfer from the position of Special Education Paraprofessional to the position of Special Education Behavior Intervention Paraprofessional at Franklin Elementary School for 6.25 hours per day/5 days per week, effective as of January 3, 2017. She will be compensated at the rate of $16.96 per hour in accordance with the agreement between the District and the Minnesota School Employees Association.

Anne Richardson - Change in classification on the Educational Secretaries Association salary schedule from classification B21 to classification B22, effective as of November 1, 2016.

Jennifer Schmitt - Increase in Special Education Paraprofessional assignment at Franklin Elementary School from 6.25 hours per day to 6.75 hours per day/5 days per week at East High School, effective as of September 6, 2016.

REQUESTS FOR LEAVE (INSTRUCTIONAL)

Deb Brage, teacher currently on Board approved leave, has requested an extension of her leave until January 3, 2017.

Mary Jane Sletten - Adjust Board approved leave to begin on or about January 20 and end March 28, 2017.

Sean Sletten, Science Teacher at West High School, has requested a leave under the provisions of the Family Medical Leave Act commencing on March 28 and ending April 11, 2017.

RESIGNATIONS (NONINSTRUCTIONAL)
Kendra Erickson - ECFE/SR Teaching Assistant, effective as of November 16, 2016 in order to accept the position of Structured Study Center Supervisor at Monroe Elementary School.

Kaila Tomczik - Childcare Assistant, effective December 9, 2016.

**Recommended Action:**

Recommend approval of the personnel items as presented.

**School Board Regular Meeting** **ITEM NUMBER: 6. A.**

**Meeting Date:** 11/21/2016
**Prepared By:** Sheri L. Allen, Superintendent
**Item Type:** Action

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**Subject:**
Acceptance of Gifts and Grants

**Background:**
The West High Orchesis Program received the following donations:

Valley News Company - $200
The Orthopaedic & Fracture Clinic - $250
MinnStar Bank - $100
I & S Group Inc. - $250
Mark & Sheryl Gulden - $200
Catherine Davis - $100
Dance Express - $100
Blinds & More - $250

The West High VEX Robotics program received the following donations:

Eide Bailly - $200
All American Foods - $500

The Shopko Foundation donated $250 to Dakota Meadows Middle School.

The Mantas Swim Club donated $250 to the East High School Swim Team.

**Recommended Action:**
The administration recommends Board acceptance of these generous gifts and grants.

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**School Board Regular Meeting** **ITEM NUMBER: 6. B.**

**Meeting Date:** 11/21/2016

**Prepared By:** Jerry Kolander, Director of Business Affairs

**Item Type:** Action

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**Subject:**

Approval of 2015-16 Audit Report

**Background:**

Ms. Kim Hillberg from Clifton Larson Allen LLP presented the audit report during the informational portion of tonight's meeting.

**Recommended Action:**

The administration recommends approval of the audit report.

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**School Board Regular Meeting** **ITEM NUMBER: 6. C.**

**Meeting Date:** 11/21/2016

**Prepared By:** Jerry Kolander, Director of Business Affairs

**Item Type:** Action

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**Subject:**

Approval of Contract with SunEdison

**Background:**

Mr. Jerry Kolander presented the SunEdison Solar Garden Subscription Proposal during the informational portion of tonight's meeting.

**Recommended Action:**

The administration recommends approval of the contract.

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**Attachments**

Agreement

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**GENERAL TERMS AND CONDITIONS OF**

**MINNESOTA COMMUNITY SOLAR GARDEN SUBSCRIPTION AGREEMENT**

*These General Terms and Conditions of Minnesota Community Solar Garden Subscription Agreement ("General Conditions") are dated as of ____ day of November 2016 and are witnessed and acknowledged by SunE MN Subscription Holdings, LLC ("SunEdison" or "Operator") and Mankato Area Public Schools, Independent School District 77 ("Subscriber"), as evidenced by their respective signatures on the last page of this document. These General Conditions are intended to be incorporated by reference into Subscription Agreements that may be entered into between SunEdison and Subscriber or between their respective Affiliates. Except to the extent SunEdison or Subscriber becomes a party to a Subscription Agreement that incorporates these General Conditions, these General Conditions shall have no binding effect upon SunEdison or Subscriber. Note that Subscriber and SunEdison may enter into multiple separate Special Conditions (with each Special Conditions relating to a separate Solar System) that incorporate these General Conditions.*

1. DEFINITIONS.

1.1 Definitions. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the PPA. In addition to other terms specifically defined elsewhere in the Agreement, where capitalized, the following words and phrases shall be defined as follows:

"Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

"Agreement" means the Subscription Agreement (which shall consist of these General Conditions (and all the Exhibits hereto) and the applicable Special Conditions (and all Exhibits and Schedules thereto)).

"Applicable Law" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

"Assignment" has the meaning set forth in Section 13.1.

"Bankruptcy Event" means with respect to a Party, that either: (i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or (ii) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days.

**"**Bill Credit**"** means the monetary value of the electricity generated by the Solar System commensurate with Subscriber's Allocated Percentage, as calculated pursuant to the PPA and the Tariff, and credited to Subscriber by NSP on its monthly invoice for electric service at the Service Address in accordance with the PPA. The Bill Credit Rate to be used by NSP shall be the Enhanced Bill Credit as provided in the PPA recognizing Operator's election to transfer the solar RECs to NSP pursuant to the PPA.

"Billing Cycle" means the monthly billing cycle established by NSP.

“Business Day” means any day other than Saturday, Sunday or any other day on which banking institutions in Minneapolis, Minnesota are required or authorized by Applicable Law to be closed for business.

“Commercial Operation” and “Commercial Operation Date” have the meaning set forth in Section 3.1(b).

“Confidential Information” has the meaning set forth in Section 15.1.

“Covenants, Conditions and Restrictions” or “CCR” means those requirements or limitations related to the Premises as may be set forth in a lease, if applicable, or by any association or other organization, having the authority to impose restrictions.

“Delivered Energy” means the amount of photovoltaic energy generated by the System and delivered to NSP at the Production Meter (as defined in the PPA).

“Effective Date” means the date on which the condition to effectiveness of this Agreement set forth in Section 17 has been satisfied.

“Enhanced Bill Credit” shall refer to a Bill Credit that includes the REC pricing approved by the Minnesota Public Utilities Commission as set forth in the Tariff and the PPA.

“Environmental Attributes” means, without limitation, carbon trading credits, Renewable Energy Credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products.

“Estimated Annual Delivered Energy” has the meaning set forth in Section 5.2.

“Estimated Remaining Payments” means as of any date, the estimated remaining Payments to be made through the end of the Term, as reasonably determined and supported by Operator.

“Financing Party” means, as applicable (i) any Person (or its agent) from whom Operator (or an Affiliate of Operator) leases the System, or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide financing to Operator (or an Affiliate of Operator) with respect to the System.

“Force Majeure Event” has the meaning set forth in Section 10.1.

“General Conditions” has the meaning set forth in the preamble to these General Terms and Conditions of Minnesota Community Solar Garden Subscription Agreement.

“Governmental Approval” means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

“Governmental Authority” means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

“Indemnified Persons” means the Subscriber Indemnified Parties or the Operator Indemnified Parties, as the context requires.

“Installation Work” means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Operator at the Premises.

“Interconnection Agreement” means the Interconnection Agreement entered into or to be entered into between Operator and NSP as required by the PPA.

“Invoice Date” has the meaning set forth in Section 6.2.

“kWh Rate” means the price per kWh set forth in Schedule 2 of the applicable Special Conditions.

"Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

"NSP" means Northern States Power Company and any successor thereto.

"Operator" has the meaning set forth in the applicable Special Conditions.

"Operator Default" has the meaning set forth in Section 11.1(a).

"Operator Indemnified Parties" has the meaning set forth in Section 16.2.

"Party" or "Parties" has the meaning set forth in the preamble to the applicable Special Conditions.

"Payment" has the meaning set forth in Section 6.1.

"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

"PPA" means the Standard Contract for Solar*Rewards Community to be entered into by and between SunEdison and NSP whereby NSP agrees to purchase all of the photovoltaic energy produced by the Solar System and to pay for such energy by providing Bill Credits to Subscriber (and other Subscribers).

"Premises" means the premises to be described in Schedule 8 of the applicable Special Conditions. For the avoidance of doubt, the Premises includes the entirety of any structures and underlying real property located at the address described in Schedule 8 of the applicable Special Conditions.

"Service Address" has the meaning set forth in the applicable Special Conditions.

"Solar Incentives" means any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies and all other solar or renewable energy subsidies and incentives.

"Special Conditions" means the Minnesota Community Solar Garden Subscription Agreement Special Conditions (including the Schedules and Exhibits attached thereto) to be entered into by Subscriber and Operator for each Solar System in which Subscriber wishes to participate, which Special Conditions incorporate these General Conditions. Multiple separate Special Conditions (one for each Solar System in which Subscriber wishes to participate) may be entered into by the Parties and these General Conditions will apply to each such Special Conditions.

"Subscriber Default" has the meaning set forth in Section 11.2(a).

"Subscriber Indemnified Parties" has the meaning set forth in Section 16.1.

"Subscriber's Allocated Percentage" means Subscriber's allocated portion, stated as a percentage, of the Delivered Energy in a given month, as set forth in Schedule 1 of the applicable Special Conditions.

"Subscription Agreement" means these General Conditions (including the Exhibits attached hereto) and the applicable Special Conditions (including Schedules and Exhibits attached thereto).

"Stated Rate" means a rate per annum equal to the lesser of (a) the "prime rate" (as reported in The Wall Street Journal) plus two percent (2%) and (b) the maximum rate allowed by Applicable Law.

"System" or "Solar System" means the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, more specifically described in Schedule 1 of the applicable Special Conditions that generates electricity.

"System Operations" means Operator's operation, maintenance and repair of the System performed in accordance with the requirements herein.

"Tariff" means the Solar*Rewards Community Program tariff of NSP's rate book as in effect from time to time.

"Term" has the meaning set forth in Section 2.1.

"Termination Fee" means the present value of the Estimated Remaining Payments minus the present value of the amount Operator would be forecasted to receive for Subscriber's Allocated Percentage at projected wholesale energy rates of NSP through the remainder of the Term as verified by an independent third party mutually agreed to by the Parties. The Parties agree that Ventyx would be an acceptable third party for such purpose.

1.2 Interpretation. The captions or headings in these General Conditions are strictly for convenience and shall not be considered in interpreting the Agreement. Words in the Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words "include", "includes", and "including" mean include, includes, and including "without limitation" and "without limitation by specification." The words "hereof", "herein", and "hereunder" and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement. Except as the context otherwise indicates, all references to "Articles" and "Sections" refer to Articles and Sections of these General Conditions.

2. TERM AND TERMINATION.

2.1 Term. The term (the "Term") of the Agreement shall commence on the Effective Date and shall continue for the number of years from the Commercial Operation Date (or such other time period) as specified in the applicable Special Conditions for the Term, unless and until terminated earlier pursuant to the provisions of the Agreement. Without limiting either Party's termination rights set forth elsewhere in this Agreement, this Agreement shall terminate in the event the PPA is terminated.

2.2 Operator Conditions of the Agreement Prior to Installation. In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, Operator may (in its sole discretion) terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination.

(a) There exist site conditions (including environmental conditions and ecological concerns such as presence of wildlife species) at the premises or construction requirements that could not have been reasonably known as of the date of this Agreement and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed.

(b) There has been a material adverse change in the (i) rights of Operator to construct the System on the Premises, or (ii) financial prospects or viability of the Solar System, whether due to market conditions, cost of equipment or any other reason.

(c) Operator has not received evidence reasonably satisfactory to it that interconnection services will be available with respect to energy generated by the System.

(d) Operator has determined that there are easements, CCRs, other liens or encumbrances, or other facts, circumstances or developments that would materially impair or prevent, or have a material adverse effect on, the installation, operation, maintenance or removal of the System.

(e) Either (i) Subscriber's S&P or Moody's senior unsecured or underlying rating falls below BBB- or Baa3, or (ii) Subscriber is not rated by S&P or Moody's and does not meet or exceed the following criteria: the ability to provide three (3) years of audited financial statements; asset to liability ratio of greater than 1:1; a minimum five (5) years operating history; and the ability to demonstrate sustainable operations with either consistent profitability or consistent cash flow positive fiscal years.

(f) Operator is unable to obtain financing for the System on terms and conditions reasonably satisfactory to Operator.

(g) Subscriber's representation and warranty contained in Section 8.2(f) is no longer true and correct.

3. CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

3.1 System Acceptance Testing.

(a) Operator shall conduct testing of the System in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States and as otherwise required by the PPA and the Tariff.

(b) Commercial Operation shall occur when the "Date of Commercial Operation" has occurred under the PPA. On or before the date on which Commercial Operation occurs, Operator shall send a written notice to Subscriber indicating the date of Commercial Operation and the date so indicated shall be the Commercial Operation Date for the purposes of this Agreement.

4. SYSTEM OPERATIONS.

4.1 Operator as Owner and Operator. The System will be owned by Operator or Operator's Financing Party and will be operated and maintained in accordance with the PPA and the Tariff and, as necessary, repaired by Operator at its sole cost and expense.

4.2 Metering. There will be two meters installed and maintained by NSP, which will measure the amount of electrical energy flowing to and from the Premises as further described in the PPA. The Production Meter (as defined in the PPA) will record the amount of Delivered Energy.

5. DELIVERY OF DELIVERED ENERGY.

5.1 Purchase Requirement. Subscriber agrees to make payments in respect of Subscriber's Allocated Percentage multiplied by Delivered Energy generated by the System commencing on the Commercial Operation Date (or such other date as may be specified in the applicable Special Conditions) and continuing for each relevant month of the Term.

5.2 Estimated Annual Delivered Energy. The total annual estimate of Delivered Energy for any given year as determined pursuant to this Section 5.2 shall be the "Estimated Annual Delivered Energy." The Estimated Annual Delivered Energy and the estimated amount of electricity to be allocated to Subscriber for each year of the Term commencing on the Commercial Operation Date (or such other date as may be specified in the applicable Special Conditions) is set forth in Schedule 4 of the applicable Special Conditions. For the purpose of clarification, the estimated amount of electricity allocated to Subscriber shall be Subscriber's Allocated Percentage of the Estimated Annual Delivered Energy.

5.3 Environmental Attributes and Solar Incentives. Subscriber's purchase does not include Environmental Attributes or Solar Incentives. Subscriber disclaims any right to Solar Incentives or Environmental Attributes based upon the installation of the System, and shall, at the request of Operator, execute any document or agreement reasonably necessary to fulfill the intent of this Section 5.3. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use and to help ensure that Environmental Attributes will be certified by Green-e® or a similar organization, Subscriber shall submit to SunEdison for approval any press releases regarding the Subscription Agreement and shall not submit for publication any such releases without the prior written approval of Operator. Without limiting the foregoing in this Section 5.3, Subscriber acknowledges and agrees that NSP will acquire from Operator under the PPA all photovoltaic energy generated by the Solar System and may, as provided for in the PPA, acquire all Renewable Energy Credits (as defined in the PPA) associated with the Solar System. Subscriber acknowledges that, in the event the Renewable Energy Credits (as defined in the PPA) associated with the Solar System are acquired by NSP as provided for in the PPA, Subscriber agrees not to make any statement contrary to such ownership by NSP.

5.4 Title to System. Throughout the Term, Operator or Operator's Financing Party shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Operator or Operator's Financing Party.

5.5 Obligations of Parties. The Parties will work cooperatively and in good faith to meet all Community Solar Garden program requirements under Applicable Law, the PPA and the Tariff, including applicable interconnection and metering requirements. The Parties agree that commencing on the Commercial Operation Date (a) Operator shall transmit Subscriber's Allocated Percentage of the Delivered Energy into the NSP system for the benefit of Subscriber, and (b) Subscriber (or its designee) shall be entitled to any and all Bill Credits issued by NSP resulting from such transmission and corresponding with Subscriber's Allocated Percentage.

6. PRICE AND PAYMENT.

6.1 Consideration. Subscriber shall pay to Operator a monthly payment (the "Payment") for Subscriber's Allocated Percentage of Delivered Energy commencing on the Commercial Operation Date and continuing through the Term, equal to the product of (x) the Delivered Energy for the relevant month multiplied by (y) the kWh Rate, multiplied by (z) Subscriber's Allocated Percentage.

6.2 Invoices. Operator shall invoice Subscriber on or before the last Business Day of each calendar month (each such date on which an invoice is issued by Operator to Subscriber, an "Invoice Date") for the Payment in respect of Subscriber's Allocated Percentage of Delivered Energy during the immediately preceding calendar month. Subscriber's first invoice under this Agreement shall be for the first full calendar month after the Commercial Operation Date. For the avoidance of doubt, Subscriber shall (i) neither receive nor be entitled to any Bill Credits associated with Delivered Energy prior to the Commercial Operation Date, and (ii) have no obligation to make or any liability for Payments for Delivered Energy prior to the Commercial Operation Date.

6.3 Time of Payment. Subscriber shall pay all undisputed amounts due hereunder within the time period specified in the applicable Special Conditions.

6.4 Method of Payment. Subscriber shall make all payments under the Agreement by electronic funds transfer in immediately available funds to the account designated by Operator from time to time. If Subscriber does not have electronic funds transfer capability, the Parties shall agree to an alternative method of payment. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate. Except for billing errors or as provided in Section 6.5 below, all payments made hereunder shall be non-refundable, be made free and clear of any tax, levy, assessment, duties or other charges and not subject to reduction, withholding, set-off, or adjustment of any kind.

6.5 Disputed Payments. If a *bona fide* dispute arises with respect to any invoice, Subscriber shall not be deemed in default under the Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. If an amount disputed by Subscriber is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date becoming past due under such invoice until the date paid.

6.6 Billing Adjustments Following NSP Billing Adjustments. If, as a result of a NSP billing adjustment, the quantity of Delivered Energy is decreased (the "Electricity Deficiency Quantity") and NSP reduces the amount of Bill Credits allocated to Subscriber for such period, Operator shall reimburse Subscriber for the amount paid by Subscriber in consideration for the Electricity Deficiency Quantity. If as a result of such adjustment the quantity of Delivered Energy allocated to Subscriber is increased (the "Electricity Surplus Quantity") and NSP increases the amount of Bill Credits allocated to Subscriber for such period, Subscriber shall pay for the Electricity Surplus Quantity at the kWh Rate applicable during such period.

7. GENERAL COVENANTS.

7.1 Operator's Covenants. Operator covenants and agrees to the following:

(a) Notice of Damage or Emergency. Operator shall promptly notify Subscriber if it becomes aware of any significant damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System.

(b) System Condition. Operator shall make commercially reasonable efforts to ensure that the System is capable of operating at a commercially reasonable continuous rate.

(c) Governmental Approvals. While providing the Installation Work and System Operations, Operator shall obtain and maintain and secure all Governmental Approvals required to be obtained and maintained and secured by Operator and to enable Operator to perform such obligations.

(d) Interconnection Fees. Operator shall be responsible for all costs, fees, charges and obligations required to connect the System to the NSP distribution system, including fees associated with system upgrades and operation and maintenance carrying charges, as provided in the Interconnection Agreement ("Interconnection Obligations"). In no event shall Subscriber be responsible for any Interconnection Obligations.

(e) Compliance with PPA, Tariff and Interconnection Agreement. Operator shall cause the System to be installed and operated in compliance with the PPA, the Tariff and the Interconnection Agreement.

(f) Subscriber's Account Information. Operator shall be responsible for providing Subscriber's Account Information and Monthly Subscriber Information (as such terms are defined in the PPA) and entering such information into the Community Solar Gardens Application and Subscriber Management System (as defined in the PPA), all in accordance with its obligations to do so under the PPA. Operator shall take care to preserve the privacy expectations of Subscriber, including not publicly providing the Subscriber's Account Information, Subscriber Energy Usage Data or Bill Credits. Operator shall not disclose such information to third parties, other than to NSP, the Minnesota Public Utilities Commission, the Minnesota Department of Commerce, or the Minnesota Office of the Attorney General, unless Subscriber has provided explicit informed consent or such disclosure is compelled by Applicable Law.

(g) The PPA requires that Operator (as opposed to NSP) shall be responsible for answering all questions from Subscriber regarding its participation in the Solar System. Operator is solely responsible for resolving disputes with NSP or Subscriber regarding the accuracy of Subscriber's Allocated Percentage and the Delivered Energy allocated to Subscriber in connection therewith. Notwithstanding the foregoing, Subscriber acknowledges that NSP is responsible for resolving disputes with Subscriber regarding the applicable rate used to determine the Bill Credit.

7.2 Subscriber's Covenants. Subscriber covenants and agrees as follows:

(a) Consents and Approvals. Subscriber shall ensure that any authorizations required of Subscriber under this Agreement are provided in a timely manner. To the extent that only Subscriber is authorized to request, obtain or issue any necessary approvals, permits, rebates or other financial incentives, Subscriber shall cooperate with Operator to obtain such approvals, permits, rebates or other financial incentives.

(b) Subscriber Agency and Consent Form. On the Effective Date, Subscriber shall execute and deliver to Operator a Subscriber Agency Agreement and Consent Form in the form attached hereto as Exhibit A. Subscriber acknowledges that such agreement is required of Subscriber pursuant to the PPA.

## 8. REPRESENTATIONS & WARRANTIES.

8.1 Representations and Warranties Relating to Agreement Validity. In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other as of the date of this Agreement and on the Effective Date that:

(a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;

(b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;

(c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;

(d) the Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

(e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and

(f) its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

8.2 Specific Representations and Warranties of Subscriber. Subscriber represents and warrants to Operator as of the date of this Agreement and on the Effective Date that:

(a) Subscriber is an organization described in section 501(c)(3) of the Internal Revenue Code, corporation, partnership, or incorporated municipality or governmental subdivision with total assets in excess of $5,000,000.

(b) Subscriber is the sole party in interest agreeing to purchase Subscriber's Allocated Percentage and is acquiring Subscriber's Allocated Percentage for its own account and not with a view to the resale or other distribution thereof, in whole or in part, and agrees that it will not transfer, sell or otherwise dispose of Subscriber's Allocated Percentage in any manner that will violate applicable securities law.

(c) Subscriber has been given the opportunity to ask questions of, and receive answers from, SunEdison concerning the terms and conditions of this Agreement and other matters pertaining to this Agreement, and has been given the opportunity to obtain such additional information necessary in order for Subscriber to evaluate the merits and risks of the purchase of Subscriber's Allocated Percentage and receipt of associated Bill Credits to the extent SunEdison possesses such information or can acquire it without unreasonable effort or expense.

(d) Subscriber is not relying on SunEdison or any of its employees, members of its board of directors (or equivalent body) or officers, or this Agreement with respect to tax and other economic considerations involved in the investment.

(e) Subscriber's Allocated Percentage, combined with any other distributed resources serving the Service Address, represents no more than 120 percent of Subscriber's annual consumption at the Service Address over the last twenty-four (24) months.

(f) Subscriber is a retail electric service customer of NSP and the Service Address is within the same county or contiguous county as the Solar System; and

(g) Subscriber is not exempt from the Solar Energy Standard under Minnesota Statutes § 216B.1691, subd. 2f(d).

8.3 Exclusion of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 3.1, 4.1, AND 7.1 AND THIS ARTICLE 8 , THE INSTALLATION WORK, SYSTEM OPERATIONS AND PERFORMANCE PROVIDED BY OPERATOR TO SUBSCRIBER PURSUANT TO THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO SUBSCRIBER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM OR ANY OTHER SERVICE PROVIDED HEREUNDER OR

DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY OPERATOR.

9. TAXES AND GOVERNMENTAL FEES. Operator shall be 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 it due to its ownership of the System. Subscriber shall be solely liable for all taxes, fees, charges, franchise fees or similar types of assessments imposed by a governmental entity, if any, attributable to the sale of Bill Credits allocated to the Subscriber. Further, Operator shall not be obligated for any taxes payable by or assessed against Subscriber based on or related to Subscriber's overall income or revenues.

10. FORCE MAJEURE.

10.1 Definition. "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of Operator or as a result of such party's failure to comply with a collective bargaining agreement); (v) action or inaction by a Governmental Authority (unless Subscriber is a Governmental Authority and Subscriber is the Party whose performance is affected by such action nor inaction); and (vi) any event of force majeure under the PPA. A Force Majeure Event shall not be based on the economic hardship of either Party.

10.2 Excused Performance. Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Article 10 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter; provided, however, that Subscriber shall not be excused from making any payments and paying any unpaid amounts due in respect of Subscriber's Allocated Percentage of Delivered Energy prior to any performance interruption due to a Force Majeure Event.

10.3 Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has affected Operator's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Subscriber shall be entitled to terminate the Agreement upon ninety (90) days' prior written notice to Operator. If at the end of such ninety (90) day period such Force Majeure Event shall still continue, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other.

11. DEFAULT.

11.1 Operator Defaults and Subscriber Remedies.

(a) Operator Defaults. The following events shall be defaults with respect to Operator (each, a "Operator Default"):

(i) A Bankruptcy Event occurs with respect to Operator;

(ii) Operator fails to pay Subscriber any undisputed amount owed under the Agreement within thirty (30) days from receipt of notice from Subscriber of such past due amount;

(iii) Operator breaches any material term of the Agreement and (A) if such breach can be cured within thirty (30) days after Subscriber's written notice of such breach and Operator fails to so cure, or (B) Operator fails to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed; and

(iv) The PPA is terminated by NSP due to Operator's default thereunder.

(b) Subscriber's Remedies. If an Operator Default described in Section 11.1(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Article 12, Subscriber may terminate the Agreement and exercise any other remedy it may have at law or equity or under the Agreement. In the event of such termination, Subscriber shall use reasonable efforts to mitigate its damages.

11.2 Subscriber Defaults and Operator's Remedies.

(a) Subscriber Default. The following events shall be defaults with respect to Subscriber (each, a "Subscriber Default"):

(i) A Bankruptcy Event occurs with respect to Subscriber;

(ii) Subscriber fails to pay Operator any undisputed amount due Operator under the Agreement within thirty (30) days from receipt of notice from Operator of such past due amount;

(iii) Subscriber breaches any material term of the Agreement and (A) if such breach can be cured within thirty (30) days after Operator's notice of such breach and Subscriber fails to so cure, or (B) Subscriber fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed; and

(iv) Subscriber has moved out of or relocated from the county in which the Solar System is located or a contiguous county or out of or relocated from the NSP service territory, and has not, within 90 days after such move or relocation, assigned this Agreement in accordance with the provisions of Section 13.3.

(b) Operator's Remedies. If a Subscriber Default described in Section 11.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Article 12, Operator may terminate this Agreement, sell Subscriber's Allocated Percentage to one or more persons other than Subscriber, and recover from Subscriber the Termination Fee.

## 12. LIMITATIONS OF LIABILITY.

12.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.

12.2 A Party's maximum liability to the other Party under the Agreement, shall be limited to an amount equal Subscriber's aggregate Estimated Remaining Payments as of the date of the events giving rise to such liability; provided, however, the limits of liability under this Section 12.2 shall not apply with respect to indemnity obligations hereunder in respect of personal injury or intellectual property infringement claims.

## 13. ASSIGNMENT; REALLOCATION.

13.1 Assignment by Operator. Operator shall not sell, transfer or assign (collectively, an "Assignment") the Agreement or any interest therein, without the prior written consent of Subscriber, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that, without the prior consent of Subscriber, Operator may (i) assign this Agreement to an Affiliate of Operator; or (ii) assign this Agreement as collateral security in connection with any financing of the System (including pursuant to a sale-leaseback transaction). In the event that Operator identifies such secured Financing Party in Schedule 5 of the applicable Special Conditions, or in a subsequent notice to Subscriber, then Subscriber shall comply with the provisions set forth in Exhibit B of these General Terms and Conditions. Any Financing

Party shall be an intended third-party beneficiary of this Section 13.1. Any assignment by Operator without any required prior written consent of Subscriber shall not release Subscriber of its obligations hereunder.

13.2. Acknowledgment of Collateral Assignment. In the event that Operator identifies a secured Financing Party in Schedule 5 of the applicable Special Conditions, or in a subsequent notice to Subscriber, then Subscriber hereby:

(a) acknowledges and agrees to the collateral assignment by Operator to the Financing Party, of Operator's right, title and interest in, to and under the Agreement, as consented to under Section 13.1 of the Agreement.

(b) acknowledges and agrees that the Financing Party as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to Operator's interests in this Agreement.

(c) acknowledges and agrees that it has been advised that Operator has granted a first priority perfected security interest in the System to the Financing Party and that the Financing Party has relied upon the characterization of the System as personal property, as agreed in this Agreement in accepting such security interest as collateral for its financing of the System.

Any Financing Party shall be an intended third-party beneficiary of this Section 13.2.

13.3 Assignment by Subscriber.

(a) Subscriber shall not assign this Agreement or any interest herein, without the prior written consent of Operator; provided however that Operator shall not unreasonably withhold, condition or delay its consent for Subscriber to change the Service Address for which the Bill Credits will apply to another Service Address.

(b) Subscriber's request for Operator's consent to any proposed change or assignment as contemplated in Section 13.3(a) shall be in in writing and furnished to Operator at least thirty (30) days prior to the proposed effective date of such change or assignment, which request must include: (i) Subscriber's name and mailing address; (ii) the current Service Address; (iii) the new Service Address (if applicable); (iv) the name of the individual or entity to whom Subscriber is requesting to assign this Agreement (if applicable) and the consideration (if any) proposed to be provided to Subscriber for such assignment; and (v) the proposed effective date of such proposed change or assignment. In the case of any assignment of this Agreement in whole or in part to another individual or entity, (i) such assignee's Service Address shall be located within NSP's service territory and within the same county as the Solar System or a contiguous county, (ii) such assignee shall execute a new Minnesota Community Solar Program Subscription Agreement substantially in the same form as this Agreement, specifically including the representations and warranties in Section 8.2; and (iii) the value of any consideration to be provided to Subscriber for assignment of this Agreement may not exceed the aggregate amount of Bill Credits that have accrued to Subscriber, but have not yet been applied to Subscriber's monthly invoice(s) from NSP.

(c) Upon any assignment of this Agreement pursuant to this Section 13.3, Subscriber will surrender all right, title and interest in and to this Agreement. Any purported assignment in contravention of this Section 13.3 shall be of no force and effect and null and void ab initio. No assignment will extend the Term of this Agreement.

13.4 Reallocation. To enable ongoing subscriber balancing across Systems, Owner reserves the right, at its option and in its sole discretion, to assign all or a portion of Subscriber's Allocated Percentage among one or more Systems. The Parties agree to modify any terms of this Agreement, and the Subscriber agrees to modify or enter into new subscriber agency agreement(s), as necessary to effectuate or reflect the details of such assignment(s).

14. NOTICES.

14.1 Notice Addresses. Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the other Party (or Financing Party, as the case may be) at the addresses set forth in Schedule 5 of the applicable Special Conditions, or at such other address as may be designated in writing to the other Party from time to time.

14.2 Notice. Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.

14.3 Address for Invoices. All invoices under the Agreement shall be sent to the address provided by Subscriber. Invoices shall be sent by regular first class mail postage prepaid.

15. CONFIDENTIALITY.

15.1 Confidential Information. To the extent permitted by law, Subscriber agrees to treat all information submitted to Subscriber by Operator as confidential information and will not voluntarily disclose such information, without prior written consent of Operator, to any Person other than its board members, members of its staff, or its counsel in connection with this Agreement. If Subscriber receives a request pursuant to the Minnesota Government Data Practices Act for access to any information provided by Operator, Subscriber shall treat such information as data classified by law as not public to the extent it has not been made public to the knowledge of the Subscriber (or shall assert any other available exemption from disclosure) and shall not make such information public. If the Subscriber determines that under applicable law the Subscriber must disclose any such confidential information, the Subscriber shall use its best efforts to give the Operator ten (10) days' notice of such determination prior to disclosure thereof in order to permit the Operator to exercise whatever legal remedies are available to the Operator.

15.2 Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law and press releases issued by Operator that do not reference the Subscriber by name) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party.

15.3 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article 15 by the receiving Party or its representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article 15. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article 15, but shall be in addition to all other remedies available at law or in equity.

16. INDEMNITY.

16.1 Operator's Indemnity. Subject to Article 12, to the extent permitted by applicable law, Operator agrees that it shall indemnify and hold harmless Subscriber, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Subscriber Indemnified Parties") from and against any and all Losses incurred by the Subscriber Indemnified Parties to the extent arising out of Operator's negligence or willful misconduct. Operator shall not, however, be required to reimburse or indemnify any Subscriber Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Subscriber Indemnified Party.

16.2 Subscriber's Indemnity. Subject to Article 12, to the extent permitted by applicable law, Subscriber agrees that it shall indemnify and hold harmless Operator, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Operator Indemnified Parties") from and against any and all Losses incurred by the Operator Indemnified Parties arising out of Subscriber's negligence or willful misconduct. Subscriber shall not, however, be required to reimburse or indemnify any Operator Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Operator Indemnified Party.

17. CONDITION PRECEDENT TO EFFECTIVENESS OF AGREEMENT. Notwithstanding anything herein to the contrary, this Agreement shall not become effective until the Operator has provided a copy of the fully-executed PPA to Subscriber.

18. MISCELLANEOUS.

18.1 Integration; Exhibits. The Agreement, together with the Exhibits and Schedules attached thereto and hereto, constitute the entire agreement and understanding between Operator and Subscriber with respect to the subject matter thereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules attached thereto and hereto are integral parts hereof and are made a part of the Agreement by reference. In the event of a conflict between the provisions of these General Conditions and any applicable Special Conditions, the provisions of the applicable Special Conditions shall prevail.

18.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Operator and Subscriber. In the event any provision of this Agreement would, in the reasonable judgment of Operator, be reasonably expected to result in Operator's non-compliance with any provision in the PPA and/or the Tariff (as the same may be amended or revised from time to time), the Parties shall exercise commercially reasonable efforts to negotiate an amendment to this Agreement to conform the applicable to provision(s) of this Agreement to the applicable provisions in the PPA and/or Tariff, with the objective of adhering as closely as possible to the original intent of the Parties as set forth in this Agreement. To the extent any amendment changes Subscriber's Allocated Percentage, such amendment shall include the representation by Subscriber set forth in Section 8.2(e).

18.3 Industry Standards. Except as otherwise set forth herein, for the purpose of the Agreement the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

18.4 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Operator or Subscriber shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

18.5 Limited Effect of Waiver. The failure of Operator or Subscriber to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

18.6 Survival. The obligations under Section 8.3 (Exclusion of Warranties), Article 9 (Taxes and Governmental Fees), Article 12 (Limitation of Liability), Article 14 (Notices), Article 15 (Confidentiality), Article 18 (Miscellaneous), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement, shall survive the expiration or termination of this Agreement for any reason.

18.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without reference to any choice of law principles. The Parties agree that the courts of Minnesota and the federal Courts sitting therein shall have jurisdiction over any action or proceeding arising under the Agreement to the fullest extent permitted by Applicable Law. The Parties waive to the fullest extent permitted by Applicable Law any objection it may have to the laying of venue of any action or proceeding under this Agreement any courts described in this Section 18.7.

18.8 Severability. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

18.9 Relation of the Parties. The relationship between Operator and Subscriber shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Operator and Subscriber, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

18.10 Successors and Assigns. This Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of Operator and Subscriber and their respective successors and permitted assigns.

18.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument

18.12 Facsimile Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic, “pdf” delivery of the signature page of a counterpart to the other Party.

18.13 Access. Subscriber will not have access to the Solar System for any purpose. Subscriber will have no ownership, possession right or control of the Solar System, and will have no rights or obligations with respect to the maintenance or operation of the Solar System. This Agreement does not convey to Subscriber any right, title or interest in or to any portion of any property (tangible or intangible, real or personal) underlying or comprising any portion of the Solar System.

18.14 No Reliance. Subscriber is not relying on any representation, warranty or promise with respect to the Solar*Rewards Community Solar Program or the Solar System made by or on behalf of NSP or SunEdison, except to the extent specifically stated in this Agreement.

These General Terms and Conditions are witnessed and acknowledged by SunEdison and Subscriber below. For the avoidance of doubt, neither SunEdison nor Subscriber shall have any obligations or liability resulting from its witnessing and acknowledging these General Terms and Conditions.

“SUNEDISON”: SunE MN Subscription Holdings, LLC

By:

Name: ______________________________________

Title: ______________________________________

Date: ______________________________________

“SUBSCRIBER”: Mankato Area Public Schools, Independent School District 77

By: ______________________________________

Name: ______________________________________

Title: ______________________________________

Date: ______________________________________

**Exhibit A**
**of General Conditions**

Attachment "A"

N

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:<br><br>Address (if different from above); ______________________ ______________________<br><br>Telephone number:<br><br>Emailaddress: ______________________<br><br>Web Site URL: |

| | |
|---|---|
| Subscriber Name: ______________________ | Subscriber Service Address where receiving electrical service from Northern States Power Company: ______________________ ______________________ |
| Subscriber's Account Number with Northern States Power Company: | |

N

(Continued on Sheet No. 9-90)

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

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.

N

(Continued on Sheet No. 9-91)

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. N

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." N

(Continued on Sheet No. 9-92)

4. Information Sharing. (Continued) N

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.

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. N

(Continued on Sheet No. 9-93)

4. Information Sharing. (Continued) N

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: ______________________ N

(Continued on Sheet No. 9-94)

N

**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. N

(Continued on Sheet No. 9-95)

**Overview** N

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.

**1. <u>How Subscriber's Account Information and Energy Usage Data Will Be Exchanged</u>**

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. N

(Continued on Sheet No. 9-96)

N

**2. <u>How Subscriber's Information Will Be Used</u>**

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 aboutthe Company's general privacy practices is explained in its Privacy Policy available on www.xcelenerqy.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

N

(Continued on Sheet No. 9-97)

N

**2. How Subscriber's Information Will Be Used (Continued)**

c. Prohibited Reporting or Sharing

Except as otherwise provided in this document, the Company will not disclose the Subscriber's Account Information, Subscriber's Energy Usage Data or Subscriber-specific Bill Credits to a third party without first obtaining the Subscriber's written consent.

Any requests by the Community Solar Garden Operator to the Company for information about a Subscriber that is not Subscriber's Account Information or Subscriber's Energy Usage Data will require execution of a separate written consent by the Subscriber. Notwithstanding the previous statement, the Company will not provide the Community Solar Garden Operator with the Subscriber's Social Security Number unless directed to do so by the MPUC or Minnesota Department of Commerce or compelled by law or regulation.

**3. <u>Subscriber Data Access and Correction</u>**

The following outlines what information is available to the Subscriber from the Company and the Community Solar Garden Operator, and methods of correcting any inaccuracies.

a. Information Available from the Company

Subscribers can contact the Company's call center to obtain information pertaining to their specific Bill Credit attributable to their participation in Solar*Rewards Community Program. 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 .

Subscribers may also obtain from the Company the following information related to the Solar*Rewards Community Program without obtaining written consent from the Community Solar Garden Operator:

- Site location
- Operator name
- Nameplate capacity
- Production data related to the PV system
- Bill Credit Rate and total amount of Bill Credits applied to the PV System
- Any other information pertaining to the Subscriber's Subscription

Other information regarding the Community Solar Garden Operator known to the Company will not be disclosed unless the Subscriber obtains prior explicit informed consent from the Community Solar Garden Operator or unless directed to do so by the MPUC or Minnesota Department of Commerce or compelled by law or regulation. N

(Continued on Sheet No. 9-98)

3. **Subscriber Data Access and Correction (Continued)** N

b. Information Available from the Community Solar Garden Operator

Subscribers and prospective subscribers can contact the Community Solar Garden Operator to obtain the following information:

- Future costs and benefits of the Subscription, including:
  - i. All nonrecurring (i.e., one-time) charges;
  - ii. All recurring charges;
  - iii. Terms and conditions of service;
  - iv. Whether any charges may increase during the course of service, and if so, how much advance notice is provided to the Subscriber;
  - v. Whether the Subscriber may be required to sign a term contract;
  - vi. Terms and conditions for early termination;
  - vii. Any penalties that the Community Solar Garden may charge to the Subscriber;
  - viii. The process for unsubscribing and any associated costs;
  - ix. An explanation of the Subscriber data the Community Solar Garden Operator will share with Northern States Power Company and that Northern States Power Company will share with the Community Solar Garden Operator;
  - x. The data privacy policies of Northern States Power Company and of the Community Solar Garden Operator;
  - xi. The method of providing notice to Subscribers when the Community Solar Garden is out of service, including notice of estimated length and loss of production;
  - xii. Assurance that all installations, upgrades and repairs will be under direct supervision of a NABCEP-certified solar professional and that maintenance will be performed according to industry standards, including the recommendations of the manufacturers of solar panels and other operational components;
  - xiii. Allocation of unsubscribed production; and
  - xiv. A statement that the Community Solar Garden Operator is solely responsible for resolving any disputes with Northern States Power Company or the Subscriber about the accuracy of the Community Solar Garden production and that Northern States Power Company is solely responsible for resolving any disputes with the Subscriber about the applicable rate used to determine the amount of the Bill Credit.
- Copy of the contract with Northern States Power Company for the Solar*Rewards Community Program
- Copy of the solar panel warranty
- Description of the compensation to be paid for any underperformance
- Proof of insurance
- Proof of a long-term maintenance plan
- Current production projections and a description of the methodology used to develop production projections
- Community Solar Garden Operator contact information for questions and complaints
- Demonstration to the Subscriber by the Community Solar Garden Operator that it has sufficient funds to operate and maintain the Solar*Rewards Community Program N

(Continued on Sheet No. 9-99)

## EXHIBIT B
## Of General Conditions

### Certain Agreements for the Benefit of the Financing Parties

Subscriber acknowledges that Operator may finance the installation of the System either through a lessor, lender or with financing accommodations from one or more financial institutions and that Operator may sell or assign the System and/or may secure Operator's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such financial institutions of which Operator has notified Subscriber in writing Subscriber agrees as follows:

(a) Consent to Collateral Assignment. Subscriber consents to either the sale or conveyance to a lessor or the collateral assignment by Operator to a lender that has provided financing of the System, of Operator's right, title and interest in and to this Agreement.

(b) Notices. Subscriber will deliver to the Financing Party, concurrently with delivery thereof to Operator, a copy of each notice of default or termination given by Subscriber under the Agreement, inclusive of a reasonable description of the applicable Operator default or termination event. No such notice will be effective absent delivery to the Financing Party. Subscriber will not mutually agree with Operator to terminate the Agreement without the written consent of the Financing Party.

(c) Rights Upon Event of Default. Notwithstanding any contrary term of this Agreement:

i. The Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of Operator, any and all rights and remedies of Operator under this Agreement in accordance with the terms of this Agreement and only in the event of Operator's or Subscriber's default the Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.

ii. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Operator thereunder or cause to be cured any default of Operator thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Operator under this Agreement or (unless the Financing Party has succeeded to Operator's interests under this Agreement) to perform any act, duty or obligation of Operator under this Agreement, but Subscriber hereby gives it the option to do so.

iii. Upon the exercise of remedies under its security interest in the System, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Operator to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Subscriber of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.

iv. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Operator under the United States Bankruptcy Code, at the request of the Financing Party made within ninety (90) days of such termination or rejection, Subscriber shall enter into a new agreement with the Financing Party or its assignee having the same terms and conditions as this Agreement.

(d) Right to Cure.

i. Subscriber will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by Operator) of its intent to terminate or suspend this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement. The Parties respective obligations will otherwise remain in effect during any cure period; provided that if such Operator default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional ninety (90) days.

ii. If the Financing Party (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Operator's assets and shall, within the time periods described in Sub-section (d)(i). above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

***

**MINNESOTA COMMUNITY SOLAR GARDEN SUBSCRIPTION AGREEMENT**
**SPECIAL CONDITIONS**

This Minnesota Community Solar Garden Subscription Agreement (“Agreement”) is made and entered into as of this ____ day of November, 2016, between SunE MN Subscription Holdings, LLC, a Delaware limited liability company (“Operator”), and Mankato Area Public Schools, Independent School District 77, a Minnesota independent school district (“Subscriber”; and, together with Operator, each, a “Party” and together, the “Parties”).

**WITNESSETH:**

WHEREAS, Operator intends to construct, install, own, operate, and maintain a solar photovoltaic System at the Premises described on Schedule 1;

WHEREAS, the Parties intend that, pursuant to the Tariff and the PPA, the System will qualify as a Community Solar Garden and will generate Bill Credits to be applied to Subscriber’s monthly invoices from NSP for retail electric service at its facilities located at the “Service Address”;

WHEREAS, Subscriber is willing to purchase, or pay to be allocated, Subscriber’s Allocated Percentage (as set forth in Schedule 1 hereof) of the Delivered Energy to be generated by the System commencing on the Commercial Operation Date and continuing through the Term, and Operator is willing to sell, or cause to be allocated, Subscriber’s Allocated Percentage of the Delivered Energy to be generated by the System to Subscriber commencing on the Commercial Operation Date and continuing through the Term, as provided under the terms of this Agreement;

WHEREAS, Operator and Subscriber have acknowledged those certain General Terms and Conditions of Minnesota Community Solar Garden Subscription Agreement dated as of November ___, 2016 (“General Conditions”), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Agreement, excluding the General Conditions incorporated herein, constitute the “Special Conditions” referred to in the General Conditions.

NOW THEREFORE, in consideration of the foregoing recitals, mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of General Conditions. The General Conditions are hereby incorporated herein as if set forth in their entirety.

2. Schedules. The following are the respective Schedules to the Special Conditions:

| | |
|---|---|
| Schedule 1 | Description of the Premises & System |
| Schedule 2 | kWh Rate |
| Schedule 3 | Intentionally Omitted |
| Schedule 4 | Estimated Annual Delivered Energy |
| Schedule 5 | Notice Information |
| Schedule 6 | Time of Payment |
| Schedule 7 | Term |

| | |
|---|---|
| Schedule 8 | Legal Description of Solar System Premises |
| Schedule 9 | Service Address |

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Operator and Subscriber have executed this Agreement as of the date first set forth above.

**SUNE MN SUBSCRIPTION HOLDINGS, LLC**

By:____________________________
Name:
Title:
Date:

**Mankato Area Public Schools, Independent School District 77**

By:____________________________
Name:
Title:
Date

# SCHEDULES TO SPECIAL CONDITIONS

## I. Schedule 1: Description of Premises and System

| | |
|---|---|
| **Solar System SRC Number:** | SRC038785 [Koppelman] |
| **Solar System County:** | Blue Earth County |
| **Premises is Owned or Controlled by:** | Operator |
| **Solar System Size:** | 1,000 kW (AC) (representing an initial estimate, which may vary depending on the final design of the System) |
| **Subscriber's Allocated Percentage:** | Allocated Percentage: Up to 40%. |
| **Scope:** | Design and supply grid-interconnected, ground mounted solar electric (PV) system. |
| **Module:** | MEMC 330 or Equivalent |
| **Inverter:** | IEEE 1547 qualified |
| **Anticipated Commercial Operation Date:** | August $5^{th}$, 2017 |

## II. Schedule 2 - - kWh Rate

For each Billing Cycle in which the System delivers electricity to NSP and commencing on the Commercial Operation Date, the price per kWh of Delivered Energy charged to Subscriber by Operator shall be $0.115/kWh ("kWh Rate"). The kWh Rate is based on the Enhanced Bill Credit (see definition of "Bill Credit" in the General Conditions).

**III.** **[Intentionally Omitted]**

**IV.** **<u>Schedule 4 – Estimated Annual Delivered Energy</u>**

Estimated Annual Delivered Energy commencing on the Commercial Operation Date, and continuing through the Term, with respect to System under the Agreement shall be as follows:

| Year of System Term | Estimated Annual Delivered Energy | Subscriber's Allocated Percentage | Estimated Electricity Allocated to Subscriber |
|---|---|---|---|
| 1* | 1,850,624 | 25% | 462,656 |
| 2 | 1,841,371 | 25% | 460,342 |
| 3 | 1,832,164 | 25% | 458,041 |
| 4 | 1,823,003 | 25% | 455,751 |
| 5 | 1,813,888 | 25% | 453,472 |
| 6 | 1,804,819 | 25% | 451,205 |
| 7 | 1,795,795 | 25% | 448,949 |
| 8 | 1,786,816 | 25% | 446,704 |
| 9 | 1,777,882 | 25% | 444,470 |
| 10 | 1,768,992 | 25% | 442,248 |
| 11 | 1,760,147 | 25% | 440,037 |
| 12 | 1,751,347 | 25% | 437,837 |
| 13 | 1,742,590 | 25% | 435,647 |
| 14 | 1,733,877 | 25% | 433,469 |
| 15 | 1,725,207 | 25% | 431,302 |

* For the purposes of the table Term year 1 shall commence on the Commercial Operation Date.

The Term shall automatically extend five (5) years if, the average annual Enhanced Bill Credit for the first fourteen (14) years of the Term has been greater than or equal to $0.1225/kWh. If the average annual Enhanced Bill Credit for the first fourteen (14) years of the Term has been less than $0.1225/kWh, then Subscriber may terminate the Agreement by providing written notice to Operator on or before the end of the fifteenth (15th) Term year; otherwise, if no such notice is provided to Operator, then the Term shall automatically extend for five (5) years.

| Year of System Term | Estimated Annual Delivered Energy | Subscriber's Allocated Percentage | Estimated Electricity Allocated to Subscriber |
|---|---|---|---|
| 16 | 1,716,581 | 25% | 429,145 |
| 17 | 1,707,998 | 25% | 427,000 |
| 18 | 1,699,456 | 25% | 424,865 |
| 19 | 1,690,961 | 25% | 422,740 |
| 20 | 1,682,506 | 25% | 420,627 |

The Term shall automatically extend five (5) years ifthe average annual Enhanced Bill Credit for the first nineteen (19) years of the Term has been greater than or equal to $0.01325/kWh. If the average annual Enhanced Bill Credit for the first nineteen (19) years of the Term has been less than $0.1325/kWh, then Subscriber may terminate the Agreement by providing written notice to Operator on or before the end of the

twentieth (20th) Term year; otherwise, if no such notice is provided by Operator, then the Term shall automatically extend for five (5) years.

| Year of System Term | Estimated Annual Delivered Energy | Subscriber's Allocated Percentage | Estimated Electricity Allocated to Subscriber |
|---|---|---|---|
| 21 | 1,674,094 | 25% | 418,523 |
| 22 | 1,665,723 | 25% | 416,431 |
| 23 | 1,657,395 | 25% | 414,349 |
| 24 | 1,649,108 | 25% | 412,277 |
| 25 | 1,640,862 | 25% | 410,216 |

The values set forth in the tables above are estimates of (i) the kWhs of Delivered Energy expected to be generated annually by the System and (ii) the portion of the Delivered Energy generated annually that is to be allocated to Subscriber pursuant to Subscriber's Allocated Percentage, which amount is derived by multiplying the estimated Delivered Energy by the Subscriber's Allocated Percentage in each year. The tables will be updated upon final design of the System; provided, however, any such updated values shall also be estimates and in no event shall any such values (whether or not updated) be considered to be binding in any way on Operator.

**V. Schedule 5 – Notice Information**

**Subscriber:**

Mankato Area Public Schools, Independent School District 77
Office of the Superintendent
c/o Sheri Allen, Ed. D.
10 Civic Center Plaza
Mankato, MN 56001
Tel. (507)387-1868

**Operator:**

SunE MN Subscription Holdings, LLC
c/o Sun Edison, LLC
13736 Riverport Drive, Suite 1000
Maryland Height, MO 63043
Tel. **(866) 786-3347**

*With a copy to*

Regional General Counsel – NAMR DG
Sun Edison, LLC
13736 Riverport Drive, Suite 1000
Maryland Heights, MO 63043
Tel. **(866) 786-3347**

**Financing Party:**
[To be provided by Operator when known]

**VI. Schedule 6 – Time of Payment**

Subscriber shall pay all undisputed amounts due hereunder within sixty (60) days after the date of the applicable Invoice Date.

**VII. Schedule 7 – Term**

The Term of the Agreement shall commence on the Effective Date and shall continue for fifteen (15) years from the Commercial Operation Date unless otherwise extended per the conditions set forth in Schedule 4 of these Special Conditions or until terminated earlier pursuant to the provisions of the Agreement.

**VII. [Intentionally Omitted]**

**IX. Schedule 9 – Service Address**

[To be provided by Subscriber prior to Commercial Operation Date]

**<u>MINNESOTA COMMUNITY SOLAR GARDEN SUBSCRIPTION AGREEMENT</u>**
**<u>SPECIAL CONDITIONS</u>**

This Minnesota Community Solar Garden Subscription Agreement ("Agreement") is made and entered into as of this ____ day of November, 2016, between SunE MN Subscription Holdings, LLC, a Delaware limited liability company ("Operator"), and Mankato Area Public Schools, Independent School District 77, a Minnesota independent school district ("Subscriber"; and, together with Operator, each, a "Party" and together, the "Parties").

**WITNESSETH:**

WHEREAS, Operator intends to construct, install, own, operate, and maintain a solar photovoltaic System at the Premises described on Schedule 1;

WHEREAS, the Parties intend that, pursuant to the Tariff and the PPA, the System will qualify as a Community Solar Garden and will generate Bill Credits to be applied to Subscriber's monthly invoices from NSP for retail electric service at its facilities located at the "Service Address";

WHEREAS, Subscriber is willing to purchase, or pay to be allocated, Subscriber's Allocated Percentage (as set forth in Schedule 1 hereof) of the Delivered Energy to be generated by the System commencing on the Commercial Operation Date and continuing through the Term, and Operator is willing to sell, or cause to be allocated, Subscriber's Allocated Percentage of the Delivered Energy to be generated by the System to Subscriber commencing on the Commercial Operation Date and continuing through the Term, as provided under the terms of this Agreement;

WHEREAS, Operator and Subscriber have acknowledged those certain General Terms and Conditions of Minnesota Community Solar Garden Subscription Agreement dated as of November ___, 2016 ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

NOW THEREFORE, in consideration of the foregoing recitals, mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of General Conditions. The General Conditions are hereby incorporated herein as if set forth in their entirety.

2. Schedules. The following are the respective Schedules to the Special Conditions:

| | |
|---|---|
| Schedule 1 | Description of the Premises & System |
| Schedule 2 | kWh Rate |
| Schedule 3 | Intentionally Omitted |
| Schedule 4 | Estimated Annual Delivered Energy |
| Schedule 5 | Notice Information |
| Schedule 6 | Time of Payment |
| Schedule 7 | Term |

| | |
|---|---|
| Schedule 8 | Legal Description of Solar System Premises |
| Schedule 9 | Service Address |

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Operator and Subscriber have executed this Agreement as of the date first set forth above.

**SUNE MINNESOTA HOLDINGS, LLC**

By:____________________________
Name:
Title:
Date:

**Mankato Area Public Schools,**
**Independent School District 77**

By:____________________________
Name:
Title:
Date

# SCHEDULES TO SPECIAL CONDITIONS

## I. Schedule 1: Description of Premises and System

| | |
|---|---|
| **Solar System SRC Number:** | SRC039449 [Koppelman] |
| **Solar System County:** | Blue Earth County |
| **Premises is Owned or Controlled by:** | Operator |
| **Solar System Size:** | 1,000 kW (AC) (representing an initial estimate, which may vary depending on the final design of the System) |
| **Subscriber's Allocated Percentage:** | Allocated Percentage: Up to 40%. |
| **Scope:** | Design and supply grid-interconnected, ground mounted solar electric (PV) system. |
| **Module:** | MEMC 330 or Equivalent |
| **Inverter:** | IEEE 1547 qualified |
| **Anticipated Commercial Operation Date:** | August 5th, 2017 |

## II. Schedule 2 - - kWh Rate

For each Billing Cycle in which the System delivers electricity to NSP and commencing on the Commercial Operation Date, the price per kWh of Delivered Energy charged to Subscriber by Operator shall be $0.115/kWh ("kWh Rate"). The kWh Rate is based on the Enhanced Bill Credit (see definition of "Bill Credit" in the General Conditions).

**III. [Intentionally Omitted]**

**IV. Schedule 4 – Estimated Annual Delivered Energy**

Estimated Annual Delivered Energy commencing on the Commercial Operation Date, and continuing through the Term, with respect to System under the Agreement shall be as follows:

| Year of System Term | Estimated Annual Delivered Energy | Subscriber's Allocated Percentage | Estimated Electricity Allocated to Subscriber |
|---|---|---|---|
| 1* | 1,850,624 | 25% | 462,656 |
| 2 | 1,841,371 | 25% | 460,342 |
| 3 | 1,832,164 | 25% | 458,041 |
| 4 | 1,823,003 | 25% | 455,751 |
| 5 | 1,813,888 | 25% | 453,472 |
| 6 | 1,804,819 | 25% | 451,205 |
| 7 | 1,795,795 | 25% | 448,949 |
| 8 | 1,786,816 | 25% | 446,704 |
| 9 | 1,777,882 | 25% | 444,470 |
| 10 | 1,768,992 | 25% | 442,248 |
| 11 | 1,760,147 | 25% | 440,037 |
| 12 | 1,751,347 | 25% | 437,837 |
| 13 | 1,742,590 | 25% | 435,647 |
| 14 | 1,733,877 | 25% | 433,469 |
| 15 | 1,725,207 | 25% | 431,302 |

* For the purposes of the table Term year 1 shall commence on the Commercial Operation Date.

The Term shall automatically extend five (5) years if, the average annual Enhanced Bill Credit for the first fourteen (14) years of the Term has been greater than or equal to $0.1225/kWh. If the average annual Enhanced Bill Credit for the first fourteen (14) years of the Term has been less than $0.1225/kWh, then Subscriber may terminate the Agreement by providing written notice to Operator on or before the end of the fifteenth (15th) Term year; otherwise, if no such notice is provided to Operator, then the Term shall automatically extend for five (5) years.

| Year of System Term | Estimated Annual Delivered Energy | Subscriber's Allocated Percentage | Estimated Electricity Allocated to Subscriber |
|---|---|---|---|
| 16 | 1,716,581 | 25% | 429,145 |
| 17 | 1,707,998 | 25% | 427,000 |
| 18 | 1,699,456 | 25% | 424,865 |
| 19 | 1,690,961 | 25% | 422,740 |
| 20 | 1,682,506 | 25% | 420,627 |

The Term shall automatically extend five (5) years ifthe average annual Enhanced Bill Credit for the first nineteen (19) years of the Term has been greater than or equal to $0.01325/kWh. If the average annual Enhanced Bill Credit for the first nineteen (19) years of the Term has been less than $0.1325/kWh, then Subscriber may terminate the Agreement by providing written notice to Operator on or before the end of the

twentieth (20th) Term year; otherwise, if no such notice is provided by Operator, then the Term shall automatically extend for five (5) years.

| Year of System Term | Estimated Annual Delivered Energy | Subscriber's Allocated Percentage | Estimated Electricity Allocated to Subscriber |
|---|---|---|---|
| 21 | 1,674,094 | 25% | 418,523 |
| 22 | 1,665,723 | 25% | 416,431 |
| 23 | 1,657,395 | 25% | 414,349 |
| 24 | 1,649,108 | 25% | 412,277 |
| 25 | 1,640,862 | 25% | 410,216 |

The values set forth in the tables above are estimates of (i) the kWhs of Delivered Energy expected to be generated annually by the System and (ii) the portion of the Delivered Energy generated annually that is to be allocated to Subscriber pursuant to Subscriber's Allocated Percentage, which amount is derived by multiplying the estimated Delivered Energy by the Subscriber's Allocated Percentage in each year. The tables will be updated upon final design of the System; provided, however, any such updated values shall also be estimates and in no event shall any such values (whether or not updated) be considered to be binding in any way on Operator.

**V. Schedule 5 – Notice Information**

**Subscriber:**

Mankato Area Public Schools, Independent School District 77
Office of the Superintendent
c/o Sheri Allen, Ed. D.
10 Civic Center Plaza
Mankato, MN 56001
Tel. (507)387-1868

**Operator:**

SunE MN Subscription Holdings, LLC
c/o Sun Edison, LLC
13736 Riverport Drive, Suite 1000
Maryland Height, MO 63043
Tel. **(866) 786-3347**

*With a copy to*

Regional General Counsel – NAMR DG
Sun Edison, LLC
13736 Riverport Drive, Suite 1000
Maryland Heights, MO 63043
Tel. **(866) 786-3347**

**Financing Party:**
[To be provided by Operator when known]

**VI. Schedule 6 – Time of Payment**

Subscriber shall pay all undisputed amounts due hereunder within sixty (60) days after the date of the applicable Invoice Date.

**VII. Schedule 7 – Term**

The Term of the Agreement shall commence on the Effective Date and shall continue for fifteen (15) years from the Commercial Operation Date unless otherwise extended per the conditions set forth in Schedule 4 of these Special Conditions or until terminated earlier pursuant to the provisions of the Agreement.

**VII. [Intentionally Omitted]**

**IX. Schedule 9 – Service Address**

[To be provided by Subscriber prior to Commercial Operation Date]

**MINNESOTA COMMUNITY SOLAR GARDEN SUBSCRIPTION AGREEMENT**
**SPECIAL CONDITIONS**

This Minnesota Community Solar Garden Subscription Agreement ("Agreement") is made and entered into as of this ____ day of November_, 2016, between SunE MN Subscription Holdings, LLC, a Delaware limited liability company ("Operator"), and Mankato Area Public Schools, Independent School District 77, a Minnesota independent school district ("Subscriber"; and, together with Operator, each, a "Party" and together, the "Parties").

**WITNESSETH:**

WHEREAS, Operator intends to construct, install, own, operate, and maintain a solar photovoltaic System at the Premises described on Schedule 1;

WHEREAS, the Parties intend that, pursuant to the Tariff and the PPA, the System will qualify as a Community Solar Garden and will generate Bill Credits to be applied to Subscriber's monthly invoices from NSP for retail electric service at its facilities located at the "Service Address";

WHEREAS, Subscriber is willing to purchase, or pay to be allocated, Subscriber's Allocated Percentage (as set forth in Schedule 1 hereof) of the Delivered Energy to be generated by the System commencing on the Commercial Operation Date and continuing through the Term, and Operator is willing to sell, or cause to be allocated, Subscriber's Allocated Percentage of the Delivered Energy to be generated by the System to Subscriber commencing on the Commercial Operation Date and continuing through the Term, as provided under the terms of this Agreement;

WHEREAS, Operator and Subscriber have acknowledged those certain General Terms and Conditions of Minnesota Community Solar Garden Subscription Agreement dated as of November ___, 2016 ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

NOW THEREFORE, in consideration of the foregoing recitals, mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of General Conditions. The General Conditions are hereby incorporated herein as if set forth in their entirety.

2. Schedules. The following are the respective Schedules to the Special Conditions:

| | |
|---|---|
| Schedule 1 | Description of the Premises & System |
| Schedule 2 | kWh Rate |
| Schedule 3 | Intentionally Omitted |
| Schedule 4 | Estimated Annual Delivered Energy |
| Schedule 5 | Notice Information |
| Schedule 6 | Time of Payment |
| Schedule 7 | Term |

| | |
|---|---|
| Schedule 8 | Legal Description of Solar System Premises |
| Schedule 9 | Service Address |

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Operator and Subscriber have executed this Agreement as of the date first set forth above.

**SUNE MINNESOTA HOLDINGS, LLC**

By:____________________________
Name:
Title:
Date:

**Mankato Area Public Schools,**
**Independent School District 77**

By:____________________________
Name:
Title:
Date

# SCHEDULES TO SPECIAL CONDITIONS

## I. Schedule 1: Description of Premises and System

| | |
|---|---|
| **Solar System SRC Number:** | SRC039450 [Koppelman] |
| **Solar System County:** | Blue Earth County |
| **Premises is Owned or Controlled by:** | Operator |
| **Solar System Size:** | 1,000 kW (AC) (representing an initial estimate, which may vary depending on the final design of the System) |
| **Subscriber's Allocated Percentage:** | Allocated Percentage: Up to 40%. |
| **Scope:** | Design and supply grid-interconnected, ground mounted solar electric (PV) system. |
| **Module:** | MEMC 330 or Equivalent |
| **Inverter:** | IEEE 1547 qualified |
| **Anticipated Commercial Operation Date:** | August 5$^{th}$, 2017 |

## II. Schedule 2 - - kWh Rate

For each Billing Cycle in which the System delivers electricity to NSP and commencing on the Commercial Operation Date, the price per kWh of Delivered Energy charged to Subscriber by Operator shall be $0.115/kWh ("kWh Rate"). The kWh Rate is based on the Enhanced Bill Credit (see definition of "Bill Credit" in the General Conditions).

**III. [Intentionally Omitted]**

**IV. <u>Schedule 4 – Estimated Annual Delivered Energy</u>**

Estimated Annual Delivered Energy commencing on the Commercial Operation Date, and continuing through the Term, with respect to System under the Agreement shall be as follows:

| Year of System Term | Estimated Annual Delivered Energy | Subscriber's Allocated Percentage | Estimated Electricity Allocated to Subscriber |
|---|---|---|---|
| 1* | 1,850,624 | 25% | 462,656 |
| 2 | 1,841,371 | 25% | 460,342 |
| 3 | 1,832,164 | 25% | 458,041 |
| 4 | 1,823,003 | 25% | 455,751 |
| 5 | 1,813,888 | 25% | 453,472 |
| 6 | 1,804,819 | 25% | 451,205 |
| 7 | 1,795,795 | 25% | 448,949 |
| 8 | 1,786,816 | 25% | 446,704 |
| 9 | 1,777,882 | 25% | 444,470 |
| 10 | 1,768,992 | 25% | 442,248 |
| 11 | 1,760,147 | 25% | 440,037 |
| 12 | 1,751,347 | 25% | 437,837 |
| 13 | 1,742,590 | 25% | 435,647 |
| 14 | 1,733,877 | 25% | 433,469 |
| 15 | 1,725,207 | 25% | 431,302 |

* For the purposes of the table Term year 1 shall commence on the Commercial Operation Date.

The Term shall automatically extend five (5) years if, the average annual Enhanced Bill Credit for the first fourteen (14) years of the Term has been greater than or equal to $0.1225/kWh. If the average annual Enhanced Bill Credit for the first fourteen (14) years of the Term has been less than $0.1225/kWh, then Subscriber may terminate the Agreement by providing written notice to Operator on or before the end of the fifteenth (15th) Term year; otherwise, if no such notice is provided to Operator, then the Term shall automatically extend for five (5) years.

| Year of System Term | Estimated Annual Delivered Energy | Subscriber's Allocated Percentage | Estimated Electricity Allocated to Subscriber |
|---|---|---|---|
| 16 | 1,716,581 | 25% | 429,145 |
| 17 | 1,707,998 | 25% | 427,000 |
| 18 | 1,699,456 | 25% | 424,865 |
| 19 | 1,690,961 | 25% | 422,740 |
| 20 | 1,682,506 | 25% | 420,627 |

The Term shall automatically extend five (5) years ifthe average annual Enhanced Bill Credit for the first nineteen (19) years of the Term has been greater than or equal to $0.01325/kWh. If the average annual Enhanced Bill Credit for the first nineteen (19) years of the Term has been less than $0.1325/kWh, then Subscriber may terminate the Agreement by providing written notice to Operator on or before the end of the

twentieth (20th) Term year; otherwise, if no such notice is provided by Operator, then the Term shall automatically extend for five (5) years.

| Year of System Term | Estimated Annual Delivered Energy | Subscriber's Allocated Percentage | Estimated Electricity Allocated to Subscriber |
|---|---|---|---|
| 21 | 1,674,094 | 25% | 418,523 |
| 22 | 1,665,723 | 25% | 416,431 |
| 23 | 1,657,395 | 25% | 414,349 |
| 24 | 1,649,108 | 25% | 412,277 |
| 25 | 1,640,862 | 25% | 410,216 |

The values set forth in the tables above are estimates of (i) the kWhs of Delivered Energy expected to be generated annually by the System and (ii) the portion of the Delivered Energy generated annually that is to be allocated to Subscriber pursuant to Subscriber's Allocated Percentage, which amount is derived by multiplying the estimated Delivered Energy by the Subscriber's Allocated Percentage in each year. The tables will be updated upon final design of the System; provided, however, any such updated values shall also be estimates and in no event shall any such values (whether or not updated) be considered to be binding in any way on Operator.

**V. Schedule 5 – Notice Information**

**Subscriber:**

Mankato Area Public Schools, Independent School District 77
Office of the Superintendent
c/o Sheri Allen, Ed. D.
10 Civic Center Plaza
Mankato, MN 56001
Tel. (507)387-1868

**Operator:**

SunE MN Subscription Holdings, LLC
c/o Sun Edison, LLC
13736 Riverport Drive, Suite 1000
Maryland Height, MO 63043
Tel. **(866) 786-3347**

*With a copy to*

Regional General Counsel – NAMR DG
Sun Edison, LLC
13736 Riverport Drive, Suite 1000
Maryland Heights, MO 63043
Tel. **(866) 786-3347**

**Financing Party:**
[To be provided by Operator when known]

**VI. Schedule 6 – Time of Payment**

Subscriber shall pay all undisputed amounts due hereunder within sixty (60) days after the date of the applicable Invoice Date.

**VII. Schedule 7 – Term**

The Term of the Agreement shall commence on the Effective Date and shall continue for fifteen (15) years from the Commercial Operation Date unless otherwise extended per the conditions set forth in Schedule 4 of these Special Conditions or until terminated earlier pursuant to the provisions of the Agreement.

**VII. [Intentionally Omitted]**

**IX. Schedule 9 – Service Address**

[To be provided by Subscriber prior to Commercial Operation Date]

**MINNESOTA COMMUNITY SOLAR GARDEN SUBSCRIPTION AGREEMENT SPECIAL CONDITIONS**

This Minnesota Community Solar Garden Subscription Agreement ("Agreement") is made and entered into as of this ____ day of November, 2016, between SunE MN Subscription Holdings, LLC, a Delaware limited liability company ("Operator"), and Mankato Area Public Schools, Independent School District 77, a Minnesota independent school district ("Subscriber"; and, together with Operator, each, a "Party" and together, the "Parties").

**WITNESSETH:**

WHEREAS, Operator intends to construct, install, own, operate, and maintain a solar photovoltaic System at the Premises described on Schedule 1;

WHEREAS, the Parties intend that, pursuant to the Tariff and the PPA, the System will qualify as a Community Solar Garden and will generate Bill Credits to be applied to Subscriber's monthly invoices from NSP for retail electric service at its facilities located at the "Service Address";

WHEREAS, Subscriber is willing to purchase, or pay to be allocated, Subscriber's Allocated Percentage (as set forth in Schedule 1 hereof) of the Delivered Energy to be generated by the System commencing on the Commercial Operation Date and continuing through the Term, and Operator is willing to sell, or cause to be allocated, Subscriber's Allocated Percentage of the Delivered Energy to be generated by the System to Subscriber commencing on the Commercial Operation Date and continuing through the Term, as provided under the terms of this Agreement;

WHEREAS, Operator and Subscriber have acknowledged those certain General Terms and Conditions of Minnesota Community Solar Garden Subscription Agreement dated as of November ___, 2016 ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

NOW THEREFORE, in consideration of the foregoing recitals, mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of General Conditions. The General Conditions are hereby incorporated herein as if set forth in their entirety.

2. Schedules. The following are the respective Schedules to the Special Conditions:

| | |
|---|---|
| Schedule 1 | Description of the Premises & System |
| Schedule 2 | kWh Rate |

| | |
|---|---|
| Schedule 3 | Intentionally Omitted |
| Schedule 4 | Estimated Annual Delivered Energy |
| Schedule 5 | Notice Information |
| Schedule 6 | Time of Payment |
| Schedule 7 | Term |
| Schedule 8 | Legal Description of Solar System Premises |
| Schedule 9 | Service Address |

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Operator and Subscriber have executed this Agreement as of the date first set forth above.

**SUNE MINNESOTA HOLDINGS, LLC**

By:____________________________
Name:
Title:
Date:

**Mankato Area Public Schools,**
**Independent School District 77**

By:____________________________
Name:
Title:
Date

# SCHEDULES TO SPECIAL CONDITIONS

## I. Schedule 1: Description of Premises and System

| | |
|---|---|
| **Solar System SRC Number:** | SRC039451 [Koppelman] |
| **Solar System County:** | Blue Earth County |
| **Premises is Owned or Controlled by:** | Operator |
| **Solar System Size:** | 1,000 kW (AC) (representing an initial estimate, which may vary depending on the final design of the System) |
| **Subscriber's Allocated Percentage:** | Allocated Percentage: Up to 40%. |
| **Scope:** | Design and supply grid-interconnected, ground mounted solar electric (PV) system. |
| **Module:** | MEMC 330 or Equivalent |
| **Inverter:** | IEEE 1547 qualified |
| **Anticipated Commercial Operation Date:** | August 5th, 2017 |

## II. Schedule 2 - - kWh Rate

For each Billing Cycle in which the System delivers electricity to NSP and commencing on the Commercial Operation Date, the price per kWh of Delivered Energy charged to Subscriber by Operator shall be $0.115/kWh ("kWh Rate"). The kWh Rate is based on the Enhanced Bill Credit (see definition of "Bill Credit" in the General Conditions).

**III.** **[Intentionally Omitted]**

**IV.** **<u>Schedule 4 – Estimated Annual Delivered Energy</u>**

Estimated Annual Delivered Energy commencing on the Commercial Operation Date, and continuing through the Term, with respect to System under the Agreement shall be as follows:

| Year of System Term | Estimated Annual Delivered Energy | Subscriber's Allocated Percentage | Estimated Electricity Allocated to Subscriber |
|---|---|---|---|
| 1* | 1,850,624 | 25% | 462,656 |
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| 13 | 1,742,590 | 25% | 435,647 |
| 14 | 1,733,877 | 25% | 433,469 |
| 15 | 1,725,207 | 25% | 431,302 |

* For the purposes of the table Term year 1 shall commence on the Commercial Operation Date.

The Term shall automatically extend five (5) years if, the average annual Enhanced Bill Credit for the first fourteen (14) years of the Term has been greater than or equal to $0.1225/kWh. If the average annual Enhanced Bill Credit for the first fourteen (14) years of the Term has been less than $0.1225/kWh, then Subscriber may terminate the Agreement by providing written notice to Operator on or before the end of the fifteenth (15th) Term year; otherwise, if no such notice is provided to Operator, then the Term shall automatically extend for five (5) years.

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**V. Schedule 5 – Notice Information**

**Subscriber:**

Mankato Area Public Schools, Independent School District 77
Office of the Superintendent
c/o Sheri Allen, Ed. D.
10 Civic Center Plaza
Mankato, MN 56001
Tel. (507)387-1868

**Operator:**

SunE MN Subscription Holdings, LLC
c/o Sun Edison, LLC
13736 Riverport Drive, Suite 1000
Maryland Height, MO 63043
Tel. **(866) 786-3347**

*With a copy to*

Regional General Counsel – NAMR DG
Sun Edison, LLC
13736 Riverport Drive, Suite 1000
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**Financing Party:**
[To be provided by Operator when known]

**VI. Schedule 6 – Time of Payment**

Subscriber shall pay all undisputed amounts due hereunder within sixty (60) days after the date of the applicable Invoice Date.

**VII. Schedule 7 – Term**

The Term of the Agreement shall commence on the Effective Date and shall continue for fifteen (15) years from the Commercial Operation Date unless otherwise extended per the conditions set forth in Schedule 4 of these Special Conditions or until terminated earlier pursuant to the provisions of the Agreement.

**VII. [Intentionally Omitted]**

**IX. Schedule 9 – Service Address**

[To be provided by Subscriber prior to Commercial Operation Date]

**MINNESOTA COMMUNITY SOLAR GARDEN SUBSCRIPTION AGREEMENT SPECIAL CONDITIONS**

This Minnesota Community Solar Garden Subscription Agreement ("Agreement") is made and entered into as of this ____ day of November, 2016, between SunE MN Subscription Holdings, LLC, a Delaware limited liability company ("Operator"), and Mankato Area Public Schools, Independent School District 77, a Minnesota independent school district ("Subscriber"; and, together with Operator, each, a "Party" and together, the "Parties").

**WITNESSETH:**

WHEREAS, Operator intends to construct, install, own, operate, and maintain a solar photovoltaic System at the Premises described on Schedule 1;

WHEREAS, the Parties intend that, pursuant to the Tariff and the PPA, the System will qualify as a Community Solar Garden and will generate Bill Credits to be applied to Subscriber's monthly invoices from NSP for retail electric service at its facilities located at the "Service Address";

WHEREAS, Subscriber is willing to purchase, or pay to be allocated, Subscriber's Allocated Percentage (as set forth in Schedule 1 hereof) of the Delivered Energy to be generated by the System commencing on the Commercial Operation Date and continuing through the Term, and Operator is willing to sell, or cause to be allocated, Subscriber's Allocated Percentage of the Delivered Energy to be generated by the System to Subscriber commencing on the Commercial Operation Date and continuing through the Term, as provided under the terms of this Agreement;

WHEREAS, Operator and Subscriber have acknowledged those certain General Terms and Conditions of Minnesota Community Solar Garden Subscription Agreement dated as of November ___, 2016 ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

NOW THEREFORE, in consideration of the foregoing recitals, mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of General Conditions. The General Conditions are hereby incorporated herein as if set forth in their entirety.

2. Schedules. The following are the respective Schedules to the Special Conditions:

| | |
|---|---|
| Schedule 1 | Description of the Premises & System |
| Schedule 2 | kWh Rate |
| Schedule 3 | Intentionally Omitted |
| Schedule 4 | Estimated Annual Delivered Energy |
| Schedule 5 | Notice Information |
| Schedule 6 | Time of Payment |
| Schedule 7 | Term |

| | |
|---|---|
| Schedule 8 | Legal Description of Solar System Premises |
| Schedule 9 | Service Address |

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Operator and Subscriber have executed this Agreement as of the date first set forth above.

**SUNE MINNESOTA HOLDINGS, LLC**

By:_____________________________

Name:

Title:

Date:

**Mankato Area Public Schools,**
**Independent School District 77**

By:_____________________________

Name:

Title:

Date

# SCHEDULES TO SPECIAL CONDITIONS

## I. Schedule 1: Description of Premises and System

| | |
|---|---|
| **Solar System SRC Number:** | SRC039452 [Koppelman] |
| **Solar System County:** | Blue Earth County |
| **Premises is Owned or Controlled by:** | Operator |
| **Solar System Size:** | 1,000 kW (AC) (representing an initial estimate, which may vary depending on the final design of the System) |
| **Subscriber's Allocated Percentage:** | Allocated Percentage: Up to 40%. |
| **Scope:** | Design and supply grid-interconnected, ground mounted solar electric (PV) system. |
| **Module:** | MEMC 330 or Equivalent |
| **Inverter:** | IEEE 1547 qualified |
| **Anticipated Commercial Operation Date:** | August 5th, 2017 |

## II. Schedule 2 - - kWh Rate

For each Billing Cycle in which the System delivers electricity to NSP and commencing on the Commercial Operation Date, the price per kWh of Delivered Energy charged to Subscriber by Operator shall be $0.115/kWh ("kWh Rate"). The kWh Rate is based on the Enhanced Bill Credit (see definition of "Bill Credit" in the General Conditions).

**III. [Intentionally Omitted]**

**IV. <u>Schedule 4 – Estimated Annual Delivered Energy</u>**

Estimated Annual Delivered Energy commencing on the Commercial Operation Date, and continuing through the Term, with respect to System under the Agreement shall be as follows:

| Year of System Term | Estimated Annual Delivered Energy | Subscriber's Allocated Percentage | Estimated Electricity Allocated to Subscriber |
|---|---|---|---|
| 1* | 1,850,624 | 25% | 462,656 |
| 2 | 1,841,371 | 25% | 460,342 |
| 3 | 1,832,164 | 25% | 458,041 |
| 4 | 1,823,003 | 25% | 455,751 |
| 5 | 1,813,888 | 25% | 453,472 |
| 6 | 1,804,819 | 25% | 451,205 |
| 7 | 1,795,795 | 25% | 448,949 |
| 8 | 1,786,816 | 25% | 446,704 |
| 9 | 1,777,882 | 25% | 444,470 |
| 10 | 1,768,992 | 25% | 442,248 |
| 11 | 1,760,147 | 25% | 440,037 |
| 12 | 1,751,347 | 25% | 437,837 |
| 13 | 1,742,590 | 25% | 435,647 |
| 14 | 1,733,877 | 25% | 433,469 |
| 15 | 1,725,207 | 25% | 431,302 |

* For the purposes of the table Term year 1 shall commence on the Commercial Operation Date.

The Term shall automatically extend five (5) years if, the average annual Enhanced Bill Credit for the first fourteen (14) years of the Term has been greater than or equal to $0.1225/kWh. If the average annual Enhanced Bill Credit for the first fourteen (14) years of the Term has been less than $0.1225/kWh, then Subscriber may terminate the Agreement by providing written notice to Operator on or before the end of the fifteenth (15th) Term year; otherwise, if no such notice is provided to Operator, then the Term shall automatically extend for five (5) years.

| Year of System Term | Estimated Annual Delivered Energy | Subscriber's Allocated Percentage | Estimated Electricity Allocated to Subscriber |
|---|---|---|---|
| 16 | 1,716,581 | 25% | 429,145 |
| 17 | 1,707,998 | 25% | 427,000 |
| 18 | 1,699,456 | 25% | 424,865 |
| 19 | 1,690,961 | 25% | 422,740 |
| 20 | 1,682,506 | 25% | 420,627 |

The Term shall automatically extend five (5) years ifthe average annual Enhanced Bill Credit for the first nineteen (19) years of the Term has been greater than or equal to $0.01325/kWh. If the average annual Enhanced Bill Credit for the first nineteen (19) years of the Term has been less than $0.1325/kWh, then Subscriber may terminate the Agreement by providing written notice to Operator on or before the end of the

twentieth (20th) Term year; otherwise, if no such notice is provided by Operator, then the Term shall automatically extend for five (5) years.

| **Year of System Term** | **Estimated Annual Delivered Energy** | **Subscriber's Allocated Percentage** | **Estimated Electricity Allocated to Subscriber** |
|---|---|---|---|
| 21 | 1,674,094 | 25% | 418,523 |
| 22 | 1,665,723 | 25% | 416,431 |
| 23 | 1,657,395 | 25% | 414,349 |
| 24 | 1,649,108 | 25% | 412,277 |
| 25 | 1,640,862 | 25% | 410,216 |

The values set forth in the tables above are estimates of (i) the kWhs of Delivered Energy expected to be generated annually by the System and (ii) the portion of the Delivered Energy generated annually that is to be allocated to Subscriber pursuant to Subscriber's Allocated Percentage, which amount is derived by multiplying the estimated Delivered Energy by the Subscriber's Allocated Percentage in each year. The tables will be updated upon final design of the System; provided, however, any such updated values shall also be estimates and in no event shall any such values (whether or not updated) be considered to be binding in any way on Operator.

**V. Schedule 5 – Notice Information**

**Subscriber:**

Mankato Area Public Schools, Independent School District 77
Office of the Superintendent
c/o Sheri Allen, Ed. D.
10 Civic Center Plaza
Mankato, MN 56001
Tel. (507)387-1868

**Operator:**

SunE MN Subscription Holdings, LLC
c/o Sun Edison, LLC
13736 Riverport Drive, Suite 1000
Maryland Height, MO 63043
Tel. **(866) 786-3347**

*With a copy to*

Regional General Counsel – NAMR DG
Sun Edison, LLC
13736 Riverport Drive, Suite 1000
Maryland Heights, MO 63043
Tel. **(866) 786-3347**

**Financing Party:**
[To be provided by Operator when known]

**VI. Schedule 6 – Time of Payment**

Subscriber shall pay all undisputed amounts due hereunder within sixty (60) days after the date of the applicable Invoice Date.

**VII. Schedule 7 – Term**

The Term of the Agreement shall commence on the Effective Date and shall continue for fifteen (15) years from the Commercial Operation Date unless otherwise extended per the conditions set forth in Schedule 4 of these Special Conditions or until terminated earlier pursuant to the provisions of the Agreement.

## VII. [Intentionally Omitted]

## IX. Schedule 9 – Service Address

[To be provided by Subscriber prior to Commercial Operation Date]

**MINNESOTA COMMUNITY SOLAR GARDEN SUBSCRIPTION AGREEMENT**
**SPECIAL CONDITIONS**

This Minnesota Community Solar Garden Subscription Agreement ("Agreement") is made and entered into as of this ____ day of November, 2016, between SunE MN Subscription Holdings, LLC, a Delaware limited liability company ("Operator"), and Mankato Area Public Schools, Independent School District 77, a Minnesota independent school district ("Subscriber"; and, together with Operator, each, a "Party" and together, the "Parties").

**WITNESSETH:**

WHEREAS, Operator intends to construct, install, own, operate, and maintain a solar photovoltaic System at the Premises described on Schedule 1;

WHEREAS, the Parties intend that, pursuant to the Tariff and the PPA, the System will qualify as a Community Solar Garden and will generate Bill Credits to be applied to Subscriber's monthly invoices from NSP for retail electric service at its facilities located at the "Service Address";

WHEREAS, Subscriber is willing to purchase, or pay to be allocated, Subscriber's Allocated Percentage (as set forth in Schedule 1 hereof) of the Delivered Energy to be generated by the System commencing on the Commercial Operation Date and continuing through the Term, and Operator is willing to sell, or cause to be allocated, Subscriber's Allocated Percentage of the Delivered Energy to be generated by the System to Subscriber commencing on the Commercial Operation Date and continuing through the Term, as provided under the terms of this Agreement;

WHEREAS, Operator and Subscriber have acknowledged those certain General Terms and Conditions of Minnesota Community Solar Garden Subscription Agreement dated as of November ___, 2016 ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

NOW THEREFORE, in consideration of the foregoing recitals, mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of General Conditions. The General Conditions are hereby incorporated herein as if set forth in their entirety.

2. Schedules. The following are the respective Schedules to the Special Conditions:

| | |
|---|---|
| Schedule 1 | Description of the Premises & System |
| Schedule 2 | kWh Rate |
| Schedule 3 | Intentionally Omitted |
| Schedule 4 | Estimated Annual Delivered Energy |
| Schedule 5 | Notice Information |
| Schedule 6 | Time of Payment |
| Schedule 7 | Term |

Schedule 8 Legal Description of Solar System Premises

Schedule 9 Service Address

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Operator and Subscriber have executed this Agreement as of the date first set forth above.

**SUNE MINNESOTA HOLDINGS, LLC**

By:____________________________
Name:
Title:
Date:

**Mankato Area Public Schools,**
**Independent School District 77**

By:____________________________
Name:
Title:
Date

# SCHEDULES TO SPECIAL CONDITIONS

## I. Schedule 1: Description of Premises and System

| | |
|---|---|
| **Solar System SRC Number:** | SRC039458 [Rengstorf] |
| **Solar System County:** | Nicollet County |
| **Premises is Owned or Controlled by:** | Operator |
| **Solar System Size:** | 1,000 kW (AC) (representing an initial estimate, which may vary depending on the final design of the System) |
| **Subscriber's Allocated Percentage:** | Allocated Percentage: Up to 40%. |
| **Scope:** | Design and supply grid-interconnected, ground mounted solar electric (PV) system. |
| **Module:** | MEMC 330 or Equivalent |
| **Inverter:** | IEEE 1547 qualified |
| **Anticipated Commercial Operation Date:** | August 5th, 2017 |

## II. Schedule 2 - - kWh Rate

For each Billing Cycle in which the System delivers electricity to NSP and commencing on the Commercial Operation Date, the price per kWh of Delivered Energy charged to Subscriber by Operator shall be $0.115/kWh ("kWh Rate"). The kWh Rate is based on the Enhanced Bill Credit (see definition of "Bill Credit" in the General Conditions).

**III. [Intentionally Omitted]**

**IV. <u>Schedule 4 – Estimated Annual Delivered Energy</u>**

Estimated Annual Delivered Energy commencing on the Commercial Operation Date, and continuing through the Term, with respect to System under the Agreement shall be as follows:

| Year of System Term | Estimated Annual Delivered Energy | Subscriber's Allocated Percentage | Estimated Electricity Allocated to Subscriber |
|---|---|---|---|
| 1* | 1,872,311 | 25% | 468,078 |
| 2 | 1,862,949 | 25% | 465,737 |
| 3 | 1,853,635 | 25% | 463,409 |
| 4 | 1,844,367 | 25% | 461,092 |
| 5 | 1,835,145 | 25% | 458,786 |
| 6 | 1,825,969 | 25% | 456,492 |
| 7 | 1,816,839 | 25% | 454,210 |
| 8 | 1,807,755 | 25% | 451,939 |
| 9 | 1,798,716 | 25% | 449,679 |
| 10 | 1,789,723 | 25% | 447,431 |
| 11 | 1,780,774 | 25% | 445,193 |
| 12 | 1,771,870 | 25% | 442,968 |
| 13 | 1,763,010 | 25% | 438,549 |
| 14 | 1,754,196 | 25% | 436,356 |
| 15 | 1,745,424 | 25% | 434,174 |

* For the purposes of the table Term year 1 shall commence on the Commercial Operation Date.

The Term shall automatically extend five (5) years if, the average annual Enhanced Bill Credit for the first fourteen (14) years of the Term has been greater than or equal to $0.1225/kWh. If the average annual Enhanced Bill Credit for the first fourteen (14) years of the Term has been less than $0.1225/kWh, then Subscriber may terminate the Agreement by providing written notice to Operator on or before the end of the fifteenth (15th) Term year; otherwise, if no such notice is provided to Operator, then the Term shall automatically extend for five (5) years.

| Year of System Term | Estimated Annual Delivered Energy | Subscriber's Allocated Percentage | Estimated Electricity Allocated to Subscriber |
|---|---|---|---|
| 16 | 1,736,698 | 25% | 432,004 |
| 17 | 1,728,014 | 25% | 429,844 |
| 18 | 1,719,374 | 25% | 427,694 |
| 19 | 1,710,777 | 25% | 425,556 |
| 20 | 1,702,223 | 25% | 423,428 |

The Term shall automatically extend five (5) years ifthe average annual Enhanced Bill Credit for the first nineteen (19) years of the Term has been greater than or equal to $0.01325/kWh. If the average annual Enhanced Bill Credit for the first nineteen (19) years of the Term has been less than $0.1325/kWh, then Subscriber may terminate the Agreement by providing written notice to Operator on or before the end of the

twentieth (20th) Term year; otherwise, if no such notice is provided by Operator, then the Term shall automatically extend for five (5) years.

| Year of System Term | Estimated Annual Delivered Energy | Subscriber's Allocated Percentage | Estimated Electricity Allocated to Subscriber |
|---|---|---|---|
| 21 | 1,693,712 | 25% | 421,311 |
| 22 | 1,685,244 | 25% | 419,204 |
| 23 | 1,676,817 | 25% | 417,108 |
| 24 | 1,668,433 | 25% | 415,023 |
| 25 | 1,660,091 | 25% | 412,948 |

The values set forth in the tables above are estimates of (i) the kWhs of Delivered Energy expected to be generated annually by the System and (ii) the portion of the Delivered Energy generated annually that is to be allocated to Subscriber pursuant to Subscriber's Allocated Percentage, which amount is derived by multiplying the estimated Delivered Energy by the Subscriber's Allocated Percentage in each year. The tables will be updated upon final design of the System; provided, however, any such updated values shall also be estimates and in no event shall any such values (whether or not updated) be considered to be binding in any way on Operator.

**V. Schedule 5 – Notice Information**

**Subscriber:**

Mankato Area Public Schools, Independent School District 77
Office of the Superintendent
c/o Sheri Allen, Ed. D.
10 Civic Center Plaza
Mankato, MN 56001
Tel. (507)387-1868

**Operator:**

SunE MN Subscription Holdings, LLC
c/o Sun Edison, LLC
13736 Riverport Drive, Suite 1000
Maryland Height, MO 63043
Tel. **(866) 786-3347**

*With a copy to*

Regional General Counsel – NAMR DG
Sun Edison, LLC
13736 Riverport Drive, Suite 1000
Maryland Heights, MO 63043
Tel. **(866) 786-3347**

**Financing Party:**
[To be provided by Operator when known]

**VI. Schedule 6 – Time of Payment**

Subscriber shall pay all undisputed amounts due hereunder within sixty (60) days after the date of the applicable Invoice Date.

**VII. Schedule 7 – Term**

The Term of the Agreement shall commence on the Effective Date and shall continue for fifteen (15) years from the Commercial Operation Date unless otherwise extended per the conditions set forth in Schedule 4 of these Special Conditions or until terminated earlier pursuant to the provisions of the Agreement.

## VII. [Intentionally Omitted]

## IX. Schedule 9 – Service Address

[To be provided by Subscriber prior to Commercial Operation Date]

**MINNESOTA COMMUNITY SOLAR GARDEN SUBSCRIPTION AGREEMENT**
**SPECIAL CONDITIONS**

This Minnesota Community Solar Garden Subscription Agreement ("Agreement") is made and entered into as of this ____ day of November, 2016, between SunE MN Subscription Holdings, LLC, a Delaware limited liability company ("Operator"), and Mankato Area Public Schools, Independent School District 77, a Minnesota independent school district ("Subscriber"; and, together with Operator, each, a "Party" and together, the "Parties").

**WITNESSETH:**

WHEREAS, Operator intends to construct, install, own, operate, and maintain a solar photovoltaic System at the Premises described on Schedule 1;

WHEREAS, the Parties intend that, pursuant to the Tariff and the PPA, the System will qualify as a Community Solar Garden and will generate Bill Credits to be applied to Subscriber's monthly invoices from NSP for retail electric service at its facilities located at the "Service Address";

WHEREAS, Subscriber is willing to purchase, or pay to be allocated, Subscriber's Allocated Percentage (as set forth in Schedule 1 hereof) of the Delivered Energy to be generated by the System commencing on the Commercial Operation Date and continuing through the Term, and Operator is willing to sell, or cause to be allocated, Subscriber's Allocated Percentage of the Delivered Energy to be generated by the System to Subscriber commencing on the Commercial Operation Date and continuing through the Term, as provided under the terms of this Agreement;

WHEREAS, Operator and Subscriber have acknowledged those certain General Terms and Conditions of Minnesota Community Solar Garden Subscription Agreement dated as of November ___, 2016 ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

NOW THEREFORE, in consideration of the foregoing recitals, mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of General Conditions. The General Conditions are hereby incorporated herein as if set forth in their entirety.

2. Schedules. The following are the respective Schedules to the Special Conditions:

| | |
|---|---|
| Schedule 1 | Description of the Premises & System |
| Schedule 2 | kWh Rate |
| Schedule 3 | Intentionally Omitted |
| Schedule 4 | Estimated Annual Delivered Energy |
| Schedule 5 | Notice Information |
| Schedule 6 | Time of Payment |
| Schedule 7 | Term |

| | |
|---|---|
| Schedule 8 | Legal Description of Solar System Premises |
| Schedule 9 | Service Address |

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Operator and Subscriber have executed this Agreement as of the date first set forth above.

**SUNE MINNESOTA HOLDINGS, LLC**

By:____________________________
Name:
Title:
Date:

**Mankato Area Public Schools,**
**Independent School District 77**

By:____________________________
Name:
Title:
Date

# SCHEDULES TO SPECIAL CONDITIONS

## I. Schedule 1: Description of Premises and System

| | |
|---|---|
| **Solar System SRC Number:** | SRC039459 [Rengstorf] |
| **Solar System County:** | Nicollet County |
| **Premises is Owned or Controlled by:** | Operator |
| **Solar System Size:** | 1,000 kW (AC) (representing an initial estimate, which may vary depending on the final design of the System) |
| **Subscriber's Allocated Percentage:** | Allocated Percentage: Up to 40%. |
| **Scope:** | Design and supply grid-interconnected, ground mounted solar electric (PV) system. |
| **Module:** | MEMC 330 or Equivalent |
| **Inverter:** | IEEE 1547 qualified |
| **Anticipated Commercial Operation Date:** | August 5th, 2017 |

## II. Schedule 2 - - kWh Rate

For each Billing Cycle in which the System delivers electricity to NSP and commencing on the Commercial Operation Date, the price per kWh of Delivered Energy charged to Subscriber by Operator shall be $0.115/kWh ("kWh Rate"). The kWh Rate is based on the Enhanced Bill Credit (see definition of "Bill Credit" in the General Conditions).

**III. [Intentionally Omitted]**

**IV. Schedule 4 – Estimated Annual Delivered Energy**

Estimated Annual Delivered Energy commencing on the Commercial Operation Date, and continuing through the Term, with respect to System under the Agreement shall be as follows:

| Year of System Term | Estimated Annual Delivered Energy | Subscriber's Allocated Percentage | Estimated Electricity Allocated to Subscriber |
|---|---|---|---|
| 1* | 1,872,311 | 25% | 468,078 |
| 2 | 1,862,949 | 25% | 465,737 |
| 3 | 1,853,635 | 25% | 463,409 |
| 4 | 1,844,367 | 25% | 461,092 |
| 5 | 1,835,145 | 25% | 458,786 |
| 6 | 1,825,969 | 25% | 456,492 |
| 7 | 1,816,839 | 25% | 454,210 |
| 8 | 1,807,755 | 25% | 451,939 |
| 9 | 1,798,716 | 25% | 449,679 |
| 10 | 1,789,723 | 25% | 447,431 |
| 11 | 1,780,774 | 25% | 445,193 |
| 12 | 1,771,870 | 25% | 442,968 |
| 13 | 1,763,010 | 25% | 438,549 |
| 14 | 1,754,196 | 25% | 436,356 |
| 15 | 1,745,424 | 25% | 434,174 |

* For the purposes of the table Term year 1 shall commence on the Commercial Operation Date.

The Term shall automatically extend five (5) years if, the average annual Enhanced Bill Credit for the first fourteen (14) years of the Term has been greater than or equal to $0.1225/kWh. If the average annual Enhanced Bill Credit for the first fourteen (14) years of the Term has been less than $0.1225/kWh, then Subscriber may terminate the Agreement by providing written notice to Operator on or before the end of the fifteenth ($15^{th}$) Term year; otherwise, if no such notice is provided to Operator, then the Term shall automatically extend for five (5) years.

| Year of System Term | Estimated Annual Delivered Energy | Subscriber's Allocated Percentage | Estimated Electricity Allocated to Subscriber |
|---|---|---|---|
| 16 | 1,736,698 | 25% | 432,004 |
| 17 | 1,728,014 | 25% | 429,844 |
| 18 | 1,719,374 | 25% | 427,694 |
| 19 | 1,710,777 | 25% | 425,556 |
| 20 | 1,702,223 | 25% | 423,428 |

The Term shall automatically extend five (5) years ifthe average annual Enhanced Bill Credit for the first nineteen (19) years of the Term has been greater than or equal to $0.01325/kWh. If the average annual Enhanced Bill Credit for the first nineteen (19) years of the Term has been less than $0.1325/kWh, then Subscriber may terminate the Agreement by providing written notice to Operator on or before the end of the

twentieth (20th) Term year; otherwise, if no such notice is provided by Operator, then the Term shall automatically extend for five (5) years.

| Year of System Term | Estimated Annual Delivered Energy | Subscriber's Allocated Percentage | Estimated Electricity Allocated to Subscriber |
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| 23 | 1,676,817 | 25% | 417,108 |
| 24 | 1,668,433 | 25% | 415,023 |
| 25 | 1,660,091 | 25% | 412,948 |

The values set forth in the tables above are estimates of (i) the kWhs of Delivered Energy expected to be generated annually by the System and (ii) the portion of the Delivered Energy generated annually that is to be allocated to Subscriber pursuant to Subscriber's Allocated Percentage, which amount is derived by multiplying the estimated Delivered Energy by the Subscriber's Allocated Percentage in each year. The tables will be updated upon final design of the System; provided, however, any such updated values shall also be estimates and in no event shall any such values (whether or not updated) be considered to be binding in any way on Operator.

**V. Schedule 5 – Notice Information**

**Subscriber:**

Mankato Area Public Schools, Independent School District 77
Office of the Superintendent
c/o Sheri Allen, Ed. D.
10 Civic Center Plaza
Mankato, MN 56001
Tel. (507)387-1868

**Operator:**

SunE MN Subscription Holdings, LLC
c/o Sun Edison, LLC
13736 Riverport Drive, Suite 1000
Maryland Height, MO 63043
Tel. **(866) 786-3347**

*With a copy to*

Regional General Counsel – NAMR DG
Sun Edison, LLC
13736 Riverport Drive, Suite 1000
Maryland Heights, MO 63043
Tel. **(866) 786-3347**

**Financing Party:**
[To be provided by Operator when known]

**VI. Schedule 6 – Time of Payment**

Subscriber shall pay all undisputed amounts due hereunder within sixty (60) days after the date of the applicable Invoice Date.

**VII. Schedule 7 – Term**

The Term of the Agreement shall commence on the Effective Date and shall continue for fifteen (15) years from the Commercial Operation Date unless otherwise extended per the conditions set forth in Schedule 4 of these Special Conditions or until terminated earlier pursuant to the provisions of the Agreement.

## VII. [Intentionally Omitted]

## IX. Schedule 9 – Service Address

[To be provided by Subscriber prior to Commercial Operation Date]

**MINNESOTA COMMUNITY SOLAR GARDEN SUBSCRIPTION AGREEMENT**
**SPECIAL CONDITIONS**

This Minnesota Community Solar Garden Subscription Agreement ("Agreement") is made and entered into as of this ____ day of November, 2016, between SunE MN Subscription Holdings, LLC, a Delaware limited liability company ("Operator"), and Mankato Area Public Schools, Independent School District 77, a Minnesota independent school district ("Subscriber"; and, together with Operator, each, a "Party" and together, the "Parties").

**WITNESSETH:**

WHEREAS, Operator intends to construct, install, own, operate, and maintain a solar photovoltaic System at the Premises described on Schedule 1;

WHEREAS, the Parties intend that, pursuant to the Tariff and the PPA, the System will qualify as a Community Solar Garden and will generate Bill Credits to be applied to Subscriber's monthly invoices from NSP for retail electric service at its facilities located at the "Service Address";

WHEREAS, Subscriber is willing to purchase, or pay to be allocated, Subscriber's Allocated Percentage (as set forth in Schedule 1 hereof) of the Delivered Energy to be generated by the System commencing on the Commercial Operation Date and continuing through the Term, and Operator is willing to sell, or cause to be allocated, Subscriber's Allocated Percentage of the Delivered Energy to be generated by the System to Subscriber commencing on the Commercial Operation Date and continuing through the Term, as provided under the terms of this Agreement;

WHEREAS, Operator and Subscriber have acknowledged those certain General Terms and Conditions of Minnesota Community Solar Garden Subscription Agreement dated as of November ___, 2016 ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

NOW THEREFORE, in consideration of the foregoing recitals, mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of General Conditions. The General Conditions are hereby incorporated herein as if set forth in their entirety.

2. Schedules. The following are the respective Schedules to the Special Conditions:

| | |
|---|---|
| Schedule 1 | Description of the Premises & System |
| Schedule 2 | kWh Rate |
| Schedule 3 | Intentionally Omitted |
| Schedule 4 | Estimated Annual Delivered Energy |
| Schedule 5 | Notice Information |
| Schedule 6 | Time of Payment |
| Schedule 7 | Term |

| | |
|---|---|
| Schedule 8 | Legal Description of Solar System Premises |
| Schedule 9 | Service Address |

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Operator and Subscriber have executed this Agreement as of the date first set forth above.

**SUNE MINNESOTA HOLDINGS, LLC**

By:____________________________
Name:
Title:
Date:

**Mankato Area Public Schools,**
**Independent School District 77**

By:____________________________
Name:
Title:
Date

# SCHEDULES TO SPECIAL CONDITIONS

## I. Schedule 1: Description of Premises and System

| | |
|---|---|
| **Solar System SRC Number:** | SRC039460 [Rengstorf] |
| **Solar System County:** | Nicollet County |
| **Premises is Owned or Controlled by:** | Operator |
| **Solar System Size:** | 1,000 kW (AC) (representing an initial estimate, which may vary depending on the final design of the System) |
| **Subscriber's Allocated Percentage:** | Allocated Percentage: Up to 40%. |
| **Scope:** | Design and supply grid-interconnected, ground mounted solar electric (PV) system. |
| **Module:** | MEMC 330 or Equivalent |
| **Inverter:** | IEEE 1547 qualified |
| **Anticipated Commercial Operation Date:** | August 5th, 2017 |

## II. Schedule 2 - - kWh Rate

For each Billing Cycle in which the System delivers electricity to NSP and commencing on the Commercial Operation Date, the price per kWh of Delivered Energy charged to Subscriber by Operator shall be $0.115/kWh ("kWh Rate"). The kWh Rate is based on the Enhanced Bill Credit (see definition of "Bill Credit" in the General Conditions).

**III. [Intentionally Omitted]**

**IV. <u>Schedule 4 – Estimated Annual Delivered Energy</u>**

Estimated Annual Delivered Energy commencing on the Commercial Operation Date, and continuing through the Term, with respect to System under the Agreement shall be as follows:

| Year of System Term | Estimated Annual Delivered Energy | Subscriber's Allocated Percentage | Estimated Electricity Allocated to Subscriber |
|---|---|---|---|
| 1* | 1,872,311 | 25% | 468,078 |
| 2 | 1,862,949 | 25% | 465,737 |
| 3 | 1,853,635 | 25% | 463,409 |
| 4 | 1,844,367 | 25% | 461,092 |
| 5 | 1,835,145 | 25% | 458,786 |
| 6 | 1,825,969 | 25% | 456,492 |
| 7 | 1,816,839 | 25% | 454,210 |
| 8 | 1,807,755 | 25% | 451,939 |
| 9 | 1,798,716 | 25% | 449,679 |
| 10 | 1,789,723 | 25% | 447,431 |
| 11 | 1,780,774 | 25% | 445,193 |
| 12 | 1,771,870 | 25% | 442,968 |
| 13 | 1,763,010 | 25% | 438,549 |
| 14 | 1,754,196 | 25% | 436,356 |
| 15 | 1,745,424 | 25% | 434,174 |

* For the purposes of the table Term year 1 shall commence on the Commercial Operation Date.

The Term shall automatically extend five (5) years if, the average annual Enhanced Bill Credit for the first fourteen (14) years of the Term has been greater than or equal to $0.1225/kWh. If the average annual Enhanced Bill Credit for the first fourteen (14) years of the Term has been less than $0.1225/kWh, then Subscriber may terminate the Agreement by providing written notice to Operator on or before the end of the fifteenth ($15^{th}$) Term year; otherwise, if no such notice is provided to Operator, then the Term shall automatically extend for five (5) years.

| Year of System Term | Estimated Annual Delivered Energy | Subscriber's Allocated Percentage | Estimated Electricity Allocated to Subscriber |
|---|---|---|---|
| 16 | 1,736,698 | 25% | 432,004 |
| 17 | 1,728,014 | 25% | 429,844 |
| 18 | 1,719,374 | 25% | 427,694 |
| 19 | 1,710,777 | 25% | 425,556 |
| 20 | 1,702,223 | 25% | 423,428 |

The Term shall automatically extend five (5) years ifthe average annual Enhanced Bill Credit for the first nineteen (19) years of the Term has been greater than or equal to $0.01325/kWh. If the average annual Enhanced Bill Credit for the first nineteen (19) years of the Term has been less than $0.1325/kWh, then Subscriber may terminate the Agreement by providing written notice to Operator on or before the end of the

twentieth (20th) Term year; otherwise, if no such notice is provided by Operator, then the Term shall automatically extend for five (5) years.

| Year of System Term | Estimated Annual Delivered Energy | Subscriber's Allocated Percentage | Estimated Electricity Allocated to Subscriber |
|---|---|---|---|
| 21 | 1,693,712 | 25% | 421,311 |
| 22 | 1,685,244 | 25% | 419,204 |
| 23 | 1,676,817 | 25% | 417,108 |
| 24 | 1,668,433 | 25% | 415,023 |
| 25 | 1,660,091 | 25% | 412,948 |

The values set forth in the tables above are estimates of (i) the kWhs of Delivered Energy expected to be generated annually by the System and (ii) the portion of the Delivered Energy generated annually that is to be allocated to Subscriber pursuant to Subscriber's Allocated Percentage, which amount is derived by multiplying the estimated Delivered Energy by the Subscriber's Allocated Percentage in each year. The tables will be updated upon final design of the System; provided, however, any such updated values shall also be estimates and in no event shall any such values (whether or not updated) be considered to be binding in any way on Operator.

**V. Schedule 5 – Notice Information**

**Subscriber:**

Mankato Area Public Schools, Independent School District 77
Office of the Superintendent
c/o Sheri Allen, Ed. D.
10 Civic Center Plaza
Mankato, MN 56001
Tel. (507)387-1868

**Operator:**

SunE MN Subscription Holdings, LLC
c/o Sun Edison, LLC
13736 Riverport Drive, Suite 1000
Maryland Height, MO 63043
Tel. **(866) 786-3347**

*With a copy to*

Regional General Counsel – NAMR DG
Sun Edison, LLC
13736 Riverport Drive, Suite 1000
Maryland Heights, MO 63043
Tel. **(866) 786-3347**

**Financing Party:**
[To be provided by Operator when known]

**VI. Schedule 6 – Time of Payment**

Subscriber shall pay all undisputed amounts due hereunder within sixty (60) days after the date of the applicable Invoice Date.

**VII. Schedule 7 – Term**

The Term of the Agreement shall commence on the Effective Date and shall continue for fifteen (15) years from the Commercial Operation Date unless otherwise extended per the conditions set forth in Schedule 4 of these Special Conditions or until terminated earlier pursuant to the provisions of the Agreement.

**VII. [Intentionally Omitted]**

**IX. Schedule 9 – Service Address**

[To be provided by Subscriber prior to Commercial Operation Date]

**MINNESOTA COMMUNITY SOLAR GARDEN SUBSCRIPTION AGREEMENT**
**SPECIAL CONDITIONS**

This Minnesota Community Solar Garden Subscription Agreement ("Agreement") is made and entered into as of this ____ day of November, 2016, between SunE MN Subscription Holdings, LLC, a Delaware limited liability company ("Operator"), and Mankato Area Public Schools, Independent School District 77, a Minnesota independent school district ("Subscriber"; and, together with Operator, each, a "Party" and together, the "Parties").

**WITNESSETH:**

WHEREAS, Operator intends to construct, install, own, operate, and maintain a solar photovoltaic System at the Premises described on Schedule 1;

WHEREAS, the Parties intend that, pursuant to the Tariff and the PPA, the System will qualify as a Community Solar Garden and will generate Bill Credits to be applied to Subscriber's monthly invoices from NSP for retail electric service at its facilities located at the "Service Address";

WHEREAS, Subscriber is willing to purchase, or pay to be allocated, Subscriber's Allocated Percentage (as set forth in Schedule 1 hereof) of the Delivered Energy to be generated by the System commencing on the Commercial Operation Date and continuing through the Term, and Operator is willing to sell, or cause to be allocated, Subscriber's Allocated Percentage of the Delivered Energy to be generated by the System to Subscriber commencing on the Commercial Operation Date and continuing through the Term, as provided under the terms of this Agreement;

WHEREAS, Operator and Subscriber have acknowledged those certain General Terms and Conditions of Minnesota Community Solar Garden Subscription Agreement dated as of November ___, 2016 ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

NOW THEREFORE, in consideration of the foregoing recitals, mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of General Conditions. The General Conditions are hereby incorporated herein as if set forth in their entirety.

2. Schedules. The following are the respective Schedules to the Special Conditions:

| | |
|---|---|
| Schedule 1 | Description of the Premises & System |
| Schedule 2 | kWh Rate |
| Schedule 3 | Intentionally Omitted |
| Schedule 4 | Estimated Annual Delivered Energy |
| Schedule 5 | Notice Information |
| Schedule 6 | Time of Payment |
| Schedule 7 | Term |

| | |
|---|---|
| Schedule 8 | Legal Description of Solar System Premises |
| Schedule 9 | Service Address |

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Operator and Subscriber have executed this Agreement as of the date first set forth above.

**SUNE MINNESOTA HOLDINGS, LLC**

By:____________________________
Name:
Title:
Date:

**Mankato Area Public Schools,**
**Independent School District 77**

By:____________________________
Name:
Title:
Date

# SCHEDULES TO SPECIAL CONDITIONS

## I. Schedule 1: Description of Premises and System

| | |
|---|---|
| **Solar System SRC Number:** | SRC039461 [Rengstorf] |
| **Solar System County:** | Nicollet County |
| **Premises is Owned or Controlled by:** | Operator |
| **Solar System Size:** | 1,000 kW (AC) (representing an initial estimate, which may vary depending on the final design of the System) |
| **Subscriber's Allocated Percentage:** | Allocated Percentage: Up to 40%. |
| **Scope:** | Design and supply grid-interconnected, ground mounted solar electric (PV) system. |
| **Module:** | MEMC 330 or Equivalent |
| **Inverter:** | IEEE 1547 qualified |
| **Anticipated Commercial Operation Date:** | August 5th, 2017 |

## II. Schedule 2 - - kWh Rate

For each Billing Cycle in which the System delivers electricity to NSP and commencing on the Commercial Operation Date, the price per kWh of Delivered Energy charged to Subscriber by Operator shall be $0.115/kWh ("kWh Rate"). The kWh Rate is based on the Enhanced Bill Credit (see definition of "Bill Credit" in the General Conditions).

**III. [Intentionally Omitted]**

**IV. <u>Schedule 4 – Estimated Annual Delivered Energy</u>**

Estimated Annual Delivered Energy commencing on the Commercial Operation Date, and continuing through the Term, with respect to System under the Agreement shall be as follows:

| Year of System Term | Estimated Annual Delivered Energy | Subscriber's Allocated Percentage | Estimated Electricity Allocated to Subscriber |
|---|---|---|---|
| 1* | 1,872,311 | 25% | 468,078 |
| 2 | 1,862,949 | 25% | 465,737 |
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| 5 | 1,835,145 | 25% | 458,786 |
| 6 | 1,825,969 | 25% | 456,492 |
| 7 | 1,816,839 | 25% | 454,210 |
| 8 | 1,807,755 | 25% | 451,939 |
| 9 | 1,798,716 | 25% | 449,679 |
| 10 | 1,789,723 | 25% | 447,431 |
| 11 | 1,780,774 | 25% | 445,193 |
| 12 | 1,771,870 | 25% | 442,968 |
| 13 | 1,763,010 | 25% | 438,549 |
| 14 | 1,754,196 | 25% | 436,356 |
| 15 | 1,745,424 | 25% | 434,174 |

* For the purposes of the table Term year 1 shall commence on the Commercial Operation Date.

The Term shall automatically extend five (5) years if, the average annual Enhanced Bill Credit for the first fourteen (14) years of the Term has been greater than or equal to $0.1225/kWh. If the average annual Enhanced Bill Credit for the first fourteen (14) years of the Term has been less than $0.1225/kWh, then Subscriber may terminate the Agreement by providing written notice to Operator on or before the end of the fifteenth ($15^{th}$) Term year; otherwise, if no such notice is provided to Operator, then the Term shall automatically extend for five (5) years.

| Year of System Term | Estimated Annual Delivered Energy | Subscriber's Allocated Percentage | Estimated Electricity Allocated to Subscriber |
|---|---|---|---|
| 16 | 1,736,698 | 25% | 432,004 |
| 17 | 1,728,014 | 25% | 429,844 |
| 18 | 1,719,374 | 25% | 427,694 |
| 19 | 1,710,777 | 25% | 425,556 |
| 20 | 1,702,223 | 25% | 423,428 |

The Term shall automatically extend five (5) years ifthe average annual Enhanced Bill Credit for the first nineteen (19) years of the Term has been greater than or equal to $0.01325/kWh. If the average annual Enhanced Bill Credit for the first nineteen (19) years of the Term has been less than $0.1325/kWh, then Subscriber may terminate the Agreement by providing written notice to Operator on or before the end of the

twentieth (20th) Term year; otherwise, if no such notice is provided by Operator, then the Term shall automatically extend for five (5) years.

| Year of System Term | Estimated Annual Delivered Energy | Subscriber's Allocated Percentage | Estimated Electricity Allocated to Subscriber |
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| 23 | 1,676,817 | 25% | 417,108 |
| 24 | 1,668,433 | 25% | 415,023 |
| 25 | 1,660,091 | 25% | 412,948 |

The values set forth in the tables above are estimates of (i) the kWhs of Delivered Energy expected to be generated annually by the System and (ii) the portion of the Delivered Energy generated annually that is to be allocated to Subscriber pursuant to Subscriber's Allocated Percentage, which amount is derived by multiplying the estimated Delivered Energy by the Subscriber's Allocated Percentage in each year. The tables will be updated upon final design of the System; provided, however, any such updated values shall also be estimates and in no event shall any such values (whether or not updated) be considered to be binding in any way on Operator.

**V. Schedule 5 – Notice Information**

**Subscriber:**

Mankato Area Public Schools, Independent School District 77
Office of the Superintendent
c/o Sheri Allen, Ed. D.
10 Civic Center Plaza
Mankato, MN 56001
Tel. (507)387-1868

**Operator:**

SunE MN Subscription Holdings, LLC
c/o Sun Edison, LLC
13736 Riverport Drive, Suite 1000
Maryland Height, MO 63043
Tel. **(866) 786-3347**

*With a copy to*

Regional General Counsel – NAMR DG
Sun Edison, LLC
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**Financing Party:**
[To be provided by Operator when known]

**VI. Schedule 6 – Time of Payment**

Subscriber shall pay all undisputed amounts due hereunder within sixty (60) days after the date of the applicable Invoice Date.

**VII. Schedule 7 – Term**

The Term of the Agreement shall commence on the Effective Date and shall continue for fifteen (15) years from the Commercial Operation Date unless otherwise extended per the conditions set forth in Schedule 4 of these Special Conditions or until terminated earlier pursuant to the provisions of the Agreement.

## VII. [Intentionally Omitted]

## IX. Schedule 9 – Service Address

[To be provided by Subscriber prior to Commercial Operation Date]

# MINNESOTA COMMUNITY SOLAR GARDEN SUBSCRIPTION AGREEMENT
# SPECIAL CONDITIONS

This Minnesota Community Solar Garden Subscription Agreement ("Agreement") is made and entered into as of this ____ day of November, 2016, between SunE MN Subscription Holdings, LLC, a Delaware limited liability company ("Operator"), and Mankato Area Public Schools, Independent School District 77, a Minnesota independent school district ("Subscriber"; and, together with Operator, each, a "Party" and together, the "Parties").

**WITNESSETH:**

WHEREAS, Operator intends to construct, install, own, operate, and maintain a solar photovoltaic System at the Premises described on Schedule 1;

WHEREAS, the Parties intend that, pursuant to the Tariff and the PPA, the System will qualify as a Community Solar Garden and will generate Bill Credits to be applied to Subscriber's monthly invoices from NSP for retail electric service at its facilities located at the "Service Address";

WHEREAS, Subscriber is willing to purchase, or pay to be allocated, Subscriber's Allocated Percentage (as set forth in Schedule 1 hereof) of the Delivered Energy to be generated by the System commencing on the Commercial Operation Date and continuing through the Term, and Operator is willing to sell, or cause to be allocated, Subscriber's Allocated Percentage of the Delivered Energy to be generated by the System to Subscriber commencing on the Commercial Operation Date and continuing through the Term, as provided under the terms of this Agreement;

WHEREAS, Operator and Subscriber have acknowledged those certain General Terms and Conditions of Minnesota Community Solar Garden Subscription Agreement dated as of November ___, 2016 ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

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| Schedule 8 | Legal Description of Solar System Premises |
| Schedule 9 | Service Address |

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Operator and Subscriber have executed this Agreement as of the date first set forth above.

**SUNE MINNESOTA HOLDINGS, LLC**

By:____________________________
Name:
Title:
Date:

**Mankato Area Public Schools,**
**Independent School District 77**

By:____________________________
Name:
Title:
Date

# SCHEDULES TO SPECIAL CONDITIONS

## I. Schedule 1: Description of Premises and System

| | |
|---|---|
| **Solar System SRC Number:** | SRC039462 [Rengstorf] |
| **Solar System County:** | Nicollet County |
| **Premises is Owned or Controlled by:** | Operator |
| **Solar System Size:** | 1,000 kW (AC) (representing an initial estimate, which may vary depending on the final design of the System) |
| **Subscriber's Allocated Percentage:** | Allocated Percentage: Up to 40%. |
| **Scope:** | Design and supply grid-interconnected, ground mounted solar electric (PV) system. |
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Office of the Superintendent
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10 Civic Center Plaza
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**Operator:**

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**Financing Party:**
[To be provided by Operator when known]

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## VII. [Intentionally Omitted]

## IX. Schedule 9 – Service Address

[To be provided by Subscriber prior to Commercial Operation Date]