CEF MANKATO COMMUNITY SOLAR
COMMUNITY SOLAR GARDEN
SUBSCRIPTION AGREEMENT

This COMMUNITY SOLAR GARDEN SUBSCRIPTION AGREEMENT ("Subscription Agreement") is dated [MONTH, DAY, YEAR] ("Effective Date") and is between CEF Mankato Community Solar, LLC, a Minnesota limited liability company ("CEF") and City of Mankato, a subscriber to the community solar garden (the "Subscriber").

Cooperative Energy Futures is a Minnesota cooperative association that develops, constructs and operates solar electric generation projects structured as community solar gardens, including the community solar garden CEF Mankato Community Solar LLC, located at 55026 Gadwall Rd., Mankato, MN 56001 and operated by Cooperative Energy Futures.

This community solar garden (referred to as the "Garden" or the "CSG") has a nameplate capacity of 1,238 kilowatts ("kW"), measured in direct current ("DC"), and is projected to produce 2,003,425 kilowatt-hours in its first full year of operations. The estimated date of date the Garden begins operation is December 2024.

Subscriber is a retail electric customer of Xcel Energy and wishes to acquire bill credits associated with the electricity produced by the Garden.

Together, CEF and Subscriber, wish to enter into this Subscription Agreement to confirm Subscriber's participation in the Garden as the sole Backup Subscriber and the terms and conditions for that participation.

Therefore, CEF and Subscriber therefore agree as follows:

1. **Definitions.** When the following key terms are used in this Subscription Agreement, the terms mean the following:

"Applicable Laws"	Any law, statute, rule, regulation, ordinance, order, including orders issued by the PUC, Program requirements, tariff, judgment, or other legally binding restriction or ruling issued by a governmental authority which is applicable to the Garden, CEF, or Subscriber.
"Backup Subscriber"	The Backup Subscriber is an individual or entity that temporarily assumes a portion of the Garden in the event a subscriber exits the Garden or the subscriber is delinquent in paying their utility bill.
"Bill Credit"	The community solar garden credit provided by Xcel Energy on Subscriber's bill at the then-current CSG Rate, multiplied by the Subscription Allocation, which is the Subscriber's share of the garden's total production.

"Commencement Date"	The first day of the first month immediately following the date the Garden begins operation by generating electricity and delivering that electricity to Xcel Energy's grid. For example, if the Garden begins operation on April 15, the Commencement Date would be May 1.
"CSG" also referred to as a "Garden"	The community solar garden CEF Mankato Community Solar LLC, located at 55026 Gadwall Rd., Mankato, MN 56001 and operated by Cooperative Energy Futures, with a nameplate capacity of 1,238 kilowatts ("kW"), measured in direct current ("DC"), and is projected to produce 2,003,425 kilowatt-hours in its first full year of operations.
"CSG Law"	Minnesota Statutes section 216B.1641, titled "Community Solar Garden," as amended from time to time by the Minnesota Legislature.
"CSG Rate"	The per kilowatt-hour rate, measured in cents, used to determine the value of the Subscriber's Bill Credits on the Subscriber's Xcel Energy electric bill in accordance with the CSG law. As the sole designated Backup Subscriber in the Garden, the CSG Rate is ninety percent (90%) of the average retail rate for the commercial subscriber's customer class plus additional compensation for demand charges based on fifty percent (50%) of the comparable photovoltaic ("PV") demand credit rider in Xcel's tariffs. Under the CSG Law, the Backup Subscriber is entitled to this CSG Rate for subscription allocations up to 15% of the Garden's nameplate capacity and allocation additions that may increase the subscription allocation to more than 15% but less than 40% of the Garden's capacity for up to twelve consecutive months.
"Department of Commerce"	Minnesota Department of Commerce Division of Energy Resources.
"Effective Date"	The date of this agreement, stated in the first paragraph.
"Eligible Address"	The Subscriber's address, as listed on its Xcel Energy electric utility bill.

“Force Majeure”	An event of fire, earthquake, flood, tornado, storm, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God and natural disasters; strikes or labor disputes; inability to procure labor, materials, or reasonable substitutes; war, civil strife, enemy or hostile government action, sabotage, vandalism or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency; epidemic, pandemic, disease outbreak, or public health crisis; or any other act or condition beyond the reasonable control of a party.
“Interconnection Agreement”	An agreement with Xcel Energy that allows the Garden to interconnect with Xcel Energy.
“kWh”	A kilowatt-hour, which is the unit the industry uses to measure power generation and power consumption.
“Program”	The Low and Moderate-Income Accessible Community Solar Garden Program administered by the Department of Commerce.
“PUC”	Minnesota Public Utilities Commission.
“Subscriber”	The Xcel Energy customer described in the first paragraph of this Subscription Agreement.
“Subscribed Energy”	Electricity generated by the community solar garden that is attributable to the Subscriber’s Subscription Allocation.
“Subscription”	The right to receive bill credits against the Subscriber’s monthly retail electrical bill from Xcel Energy (“Bill Credits”) associated with the net energy generated from Subscriber’s Subscription Allocation and delivered to Xcel Energy’s electricity grid.
“Subscription Allocation”	The Subscriber’s portion of the nameplate capacity of the Garden, which is 14.66% of the Garden or 181,500 watts (measured in direct current). As the sole designated Backup Subscriber, the Subscription Allocation may be modified as described in Section 2.6.
“Subscription Payment Rate”	The Subscriber’s monthly payment rate for its Subscribed Energy, which is the applicable $/kWh rate defined in Article 2.7. The Subscriber’s Subscription Payment Rate is multiplied by its Subscribed Energy for the month to calculate the amount owed.
“Subscriber Type”	This agreement applies to the Backup Subscriber as described in the CSG Law and Section 2.3.
“Subscription Year”	Each twelve (12) month period beginning with the Commencement Date, and each 12-month period thereafter.

"Term"	Twenty-five (25) years from the Effective Date of this Subscription Agreement, unless terminated earlier as provided in this agreement.
"Unsubscribed Energy"	The electricity generated by the Garden that is not attributable to a current Subscriber's subscription.
"Xcel"	Northern States Power Company, doing business as Xcel Energy.

2. Subscription.

2.1. Participation. CEF agrees to sell and Subscriber agrees to purchase the right to receive bill credits against its monthly retail electrical bill from Xcel ("Bill Credits") associated with the net energy produced from of a portion of the Garden and delivered to Xcel (the "Subscription").

2.2. Subscription Size. The Subscription size is a percentage of the total nameplate of the Garden expressed in watts or kilowatts (DC) (the "Subscription Allocation"). Subscriber's Subscription Allocation is 181,500 watts DC, or 14.66 % of the Garden's nameplate capacity.

2.3. Subscriber Type. The Subscriber is a Backup Subscriber who, in accordance with the CSG Law, is an individual or entity that temporarily assumes all or a portion of the Garden in the event a subscriber exits the Garden or the subscriber is delinquent in paying their utility bill. As the sole designated Backup Subscriber to the Garden, Subscriber is entitled to receive bill credits for up to fifteen percent (15%) of the Garden's total nameplate capacity at the CSG Rate described in Section 2.7. In the event a subscriber exits the Garden or is delinquent in paying their utility bill, the Backup Subscriber may be automatically subscribed to up to forty percent (40%) of the Garden's nameplate capacity for up to twelve consecutive months. The Subscriber's eligibility as a Backup Subscriber is described on Exhibit B.

2.4. Subscriber Credit Data. Subject to the confidentiality and privacy provisions of Section 9.1 and Applicable Laws, upon request by CEF, Subscriber agrees to provide Owner with information reasonably necessary to assess Subscriber's creditworthiness.

2.5. Allocation and Subscription. The Subscription entitles Subscriber to receive Bill Credits against its monthly retail electrical bill from Xcel equal to (1) Subscribed Energy for each production month during the Term, multiplied by (2) the then-current CSG Rate.

2.6. Allocation Additions. (a) Other subscribers in the Garden may, from time to time, have their subscription temporarily suspended, or become ineligible to continue participation and will be required to either transfer their allocation to an eligible transferee or CEF for transfer to a new subscriber. In the event that another CSG subscriber must transfer a portion or all of its allocation in the Garden, CEF shall use commercially reasonable efforts to locate one or more eligible replacement subscribers. If neither the subscriber nor CEF can locate another eligible transferee within sixty (60) days, or in the event another Garden subscriber has their subscription temporarily suspended, Subscriber agrees to acquire the applicable subscriber's available allocation in the Project ("Available Allocation") provided that the acquisition:

(1) will not, when combined with Subscriber's then current Subscription Allocation and related net energy produced from the Garden exceed forty percent (40%) of the Garden's total nameplate capacity;

(2) will not otherwise violate any subscriber eligibility in Section 3.

(b) When another subscriber's allocation becomes available for transfer to Subscriber, CEF shall determine whether transfer of the available allocation to Subscriber will cause any of the circumstances listed in Section 2.6(a)(1)-(2) to occur. If CEF determines that a transfer of the available allocation will not violate Subscriber's eligibility criteria, CEF shall transfer, or cause the transferring subscriber to transfer its allocation to Subscriber, and will submit any documents and information to Xcel and the Department of Commerce that may be necessary to modify Subscriber's Subscription Allocation in the Garden.

(c) Upon completion of transfer and establishment of a date for the effectiveness of the transfer ("Transfer Date"), the Subscription Allocation shall be modified to reflect the transfer of the available allocation from the other subscriber. Effective on the Transfer Date, Subscriber shall receive Bill Credits at the then-current CSG Rate described in Section 2.7 and pay CEF for the Subscribed Energy at the Subscription Payment Rate described Section 2.8 for the Subscribed Energy based on modified Subscription Allocation.

(d) After the Transfer Date, CEF may locate a replacement subscriber or subscribers for any or all of the Available Allocation who are eligible to become subscribers in the Garden and transfer all or a portion of the Available Allocation to the replacement subscriber or subscribers. The transfer of any or all of the Available Allocation shall at not result in a modified Subscription Allocation less than the original Subscription Allocation stated in Section 2.2.

(e) Subscriber's modified Subscription Allocation shall not exceed fifteen percent (15%) of the Garden's nameplate capacity for a period longer than twelve (12) consecutive months.

2.7. <u>CSG Rate</u>. In accordance with the CSG Law, as the designated Backup Subscriber, Subscriber shall receive ninety percent (90%) of the average retail rate for the commercial subscriber's customer class plus additional compensation for demand charges based on fifty percent (50%) of the comparable photovoltaic ("PV") demand credit rider as described in Xcel's rate tariffs. The current CSG Rate for this Subscription Agreement for the Backup Subscriber is as follows:

Backup Subscriber: General Service Demand Rate: $ 0.088038/ kWh

Backup Subscriber Adder: 25% of PV Demand Credit: $ 0.017782 / kWh

In accordance with the CSG Law, this rate is a percentage of the then-current average retail rate and PV Demand Credit adder as of April 1st, 2024 for the applicable Backup Subscriber rate. The average retail rate and PV Demand Credit are adjusted periodically by the PUC, which will result in a new CSG Rate.

2.8. Subscription Payment Rate. (a) The cost of the Subscription is based on the Subscription Allocation and the price per kilowatt-hour ("Subscription Payment Rate") for the Subscribed Energy.

(b) The Subscription Payment Rate for the first Subscription Year as applied to the designated Subscriber Type described on Exhibit B shall be:

Subscription Payment Rate: $ 0.095 / kWh, equal to 89.78% of the CSG Rate for the applicable Subscriber Type

(c) The Subscription Payment Rate shall increase at the rate of two percent (2%) per year for the first fifteen (15) years of the Term.

(d) Subscriber shall pay to CEF the Subscription Payment as described in Section 4 of this agreement.

(e) In no case shall Subscriber's cost of the Subscription exceed the Bill Credit provided by Xcel for the Subscribed Energy.

(f) No payment is due under this Subscription Agreement prior to the Commencement Date; however, Subscriber may choose to enter into a Membership Agreement Cooperative Energy Futures under which Subscriber is required to pay an initial one-time twenty-five dollar ($25.00) membership interest purchase price.

2.9. Subscription Benefit Estimate. Based on the then-current CSG Rate in Section 2.7, CEF's good faith estimate of Subscriber's first year benefit from this Subscription is as follows:

CSG Rate ($0.10582/kWh) x Subscription Allocation (293,717 kWh)
= $31,081.13

Subscription Payment Rate ($0.95/kWh) x Subscription Allocation (293,717 kWh)
= $27,903.11

Estimated Net Year One Benefit = $3,178.02

2.10. Term. (a) This agreement shall be effective upon the Effective Date and shall continue until the date that is twenty-five (25) years after the first day of the first month immediately following the date the CSG begins operations ("Commencement Date"). This agreement may not be extended beyond the Term.

(b) If the Commencement Date is more than thirty (30) days after the Effective Date, CEF shall provide Subscriber written notice of the Commencement Date within thirty (30) days of the Commencement Date.

2.11. Termination Prior to Commencement Date. Prior to the Commencement Date, CEF shall have the right to terminate this agreement, upon written notice to Subscriber, without further obligation to Subscriber, if (i) Subscriber is found to be ineligible to own the Subscription under the Program, the CSG Law, or any other Applicable Law; or (ii) the Garden is no longer viable due to permitting, construction, financing or other considerations, in CEF's discretion.

2.12. Subscriber's Right to Cancel. Subscriber has the right to terminate this agreement within three business days from the Effective Date without penalty or obligation to perform any provision of this agreement.

2.13. Subscription Limitation. This Subscription only entitles Subscriber with the opportunity to receive Bill Credits described in Section 2.1. Subscriber is not purchasing, and CEF is not selling or transferring to Subscriber:

(1) any ownership or lien in any solar modules or other tangible component of the Garden;

(2) any ownership or membership interests or rights in the Garden or any financial rights or distributions associated with such ownership, except as explicitly provided in a Membership Agreement executed between Cooperative Energy Futures and Subscriber;

(3) any right to any payment by Xcel to CEF with respect to Unsubscribed Energy;

(4) any rights in any other contract relating to the Garden or to which CEF may be a party;

(5) any right to manage, direct, control or operate the Garden or CEF except as provided in a Membership Agreement; or

(6) any environmental attributes including renewable energy credits.

3. **Subscription Eligibility**.

3.1. Eligibility Requirements. Subscriber's eligibility to receive, and continue to receive, the Bill Credits acquired by this agreement, is expressly conditioned upon Subscriber meeting the following criteria and any other eligibility criteria outlined in Applicable Laws ("Subscriber Eligibility Criteria") at all times during the Term:

(1) the address at which Subscriber is to receive the Bill Credits must receive residential retail electric service from Xcel (the "Eligible Address"); and

(2) Subscriber's Subscription Allocation can account for no more than forty percent (40%) of the nameplate capacity of the Garden.

(3) As the designated Backup Subscriber, the Subscription Allocation can account for no more than fifteen percent (15%) of the nameplate capacity of the Garden for any period longer than twelve (12) consecutive months.

3.2. Eligibility Data. CEF will assist Subscriber in evaluating its compliance with the Subscriber Eligibility Criteria, including Subscriber Type and corresponding CSG Rate. Subscriber acknowledges that the eligibility data contained in Exhibit B are accurate and that CEF may use the data as well as Subscriber's previous Xcel Energy electric utility bills at the Eligible Address to determine Subscriber's eligibility. Subscriber agrees to provide CEF and the Department of Commerce with any additional information requested by CEF or the Department of Commerce to determine, verify, or approve Subscriber's eligibility at any time during the Term. Subscriber understands that it must be honest and truthful with CEF and the Department of Commerce, and that by providing the information required under this section and the Program, Subscriber asserts that such information is complete, true, and accurate in all respects.

4. **Subscription Payments and Late Penalties.**

4.1. Subscription Payments. Beginning with the first Subscription Year (or on the Effective Date, if the Effective Date is later than the Commencement Date when the Garden begins delivering electricity to Xcel), Subscriber shall pay to CEF monthly payments equal to the Subscription Payment Rate multiplied by the Subscribed Energy for the month (the "Subscription Payment"). The Subscription Payment Rate for each Subscription Year is as described in Section 2.8, and further set forth in Exhibit A.

4.2. Invoices. CEF shall invoice Subscriber monthly for the Subscription Payment based on Subscribed Energy during the prior month, which shall occur within ten (10) days following the Bill Credit issued by Xcel. Each Subscription Payment will be due within fifteen (15) days of the date invoiced by CEF. If Subscriber is also a subscriber in other community solar gardens owned by Cooperative Energy Futures or its affiliates, Cooperative Energy Futures and its affiliates may create a combined monthly invoice reflecting the Subscriber Payments and related data for all such community solar gardens.

4.3. Electronic Funds Transfer. Unless Subscriber does not have an account or other suitable arrangement or Subscriber elects not to use electronic payment methods, Subscription Payments due to CEF shall be paid by ACH or other equivalent electronic funds transfer. Subject to applicable confidentiality and data security provisions with respect to Subscriber's account information and other private data, Subscriber agrees to execute any documents necessary to authorize CEF to withdraw Subscription Payments from Subscriber's designated account on a monthly basis no later than the Subscription Payment due date described in Section 4.2.

4.4. Late Payment Penalties. (a) If Subscriber fails to pay any amount due to CEF, in full, by the scheduled due date, Subscriber will be charged interest on the outstanding balance accruing at the rate of six percent (6%) per year from the due date until the balance is paid in full.

(b) Except to the extent Subscriber is disputing all or a portion of a Subscription Payment pursuant to Section 4.5, if Subscriber fails to make a Subscription Payment in full within the time required by Section 4.2, CEF shall have the right to temporarily remove Subscriber from the Program until (1) Subscriber cures its non-payment in full, including any accrued interest or (2) this agreement is terminated pursuant to Section 11.2. If Subscriber cures its non-payment in full prior to termination of this agreement by CEF, CEF will use reasonable efforts to restore Subscriber and its Allocation in the CSG system as soon as practicable. The temporary removal of Subscriber or its Allocation from the CSG system may cause Subscriber not to receive Bill Credits for some corresponding period of time, but CEF will not bill Subscriber for any Bill Credits which Subscriber does not receive. Temporary removal of Subscriber or its Allocation may result in a reduction of benefits under Section 7.2 and Exhibit A.

4.5. Disputed Payments. If Subscriber disputes any amount invoiced by CEF, Subscriber shall pay the undisputed amount of the invoice when due and notify CEF in writing of the nature of the dispute. The parties shall utilize the dispute resolution process of this agreement to resolve any dispute as quickly as practicable. If some or all of the amount in dispute is subsequently deemed to have been due to CEF, Subscriber shall pay the amount due, along with interest on the amount due at the rates forth in Section 4.4(a).

4.6. Billing Adjustments Following Xcel Billing Adjustments. If, for reasons other than negligence or other actions of CEF, Xcel determines that the Garden's total energy production is different than previously calculated and results in Xcel Energy reducing Subscriber's prior Bill Credit amount, CEF agrees to reimburse Subscriber for the amount of any Subscription Payment paid by Subscriber in proportion to the Bill Credit reduction action by Xcel Energy. If Xcel increases the amount of Bill Credits allocated to Subscriber as a result of such adjustment under this section, CEF will invoice to the Subscriber, and Subscriber agrees to pay to CEF, the additional applicable additional Subscription Payment for the adjusted period, according to the Subscription Payment Rates and the terms of conditions of this agreement.

5. CEF Obligations.

5.1. Application Process. CEF must apply to the Department of Commerce and the Garden must be approved by the Department of Commerce to participate in its Program. CEF agrees to comply with all Program requirements.

5.2. Design and Implementation. CEF agrees to develop, design, finance, and construct the Garden, including but not limited to site acquisition; entering into an agreement with Xcel Energy that allows the Garden to interconnect with Xcel ("Interconnection Agreement"); selection and procurement of Garden components; construction and installation; and final testing and commissioning.

5.3. Timeliness. CEF will use commercially reasonable efforts to complete construction and installation of the Garden within the time allowed by Applicable Laws.

5.4. Subscriber Information. CEF will submit to Xcel required Subscriber data to enroll the Subscriptions in Xcel's billing management system for proper application of the Bill Credits to Subscriber's retail Xcel account at the Eligible Address.

5.5. Insurance. CEF agrees to secure and maintain liability and other insurance necessary to protect CEF and the Garden against material risks which might adversely affect the operation of the Garden during the Term of this agreement.

5.6. Repair and Maintenance. CEF agrees to maintain, repair, and replace the Garden components in accordance with Applicable Laws and manufacturer and insurance requirements. All upgrades, maintenance, and repairs will be performed in accordance with industry standards.

5.7. Production Data. CEF agrees to provide Xcel with the Subscription Allocation and similar allocations for all Garden subscribers, and shall provide, or allow Xcel to directly procure from the Garden meter, production information for the Garden, in order that Xcel may calculate and apply Bill Credits to Subscriber's retail account with Xcel.

5.8. Compliance. CEF shall operate the Garden in compliance with the Program and all Applicable Laws.

5.9. Unscheduled Outage. After the Commencement Date, CEF agrees to provide notice to Subscriber of the occurrence of any unscheduled outage in excess of 100 kW at the Garden and lasting longer than one hundred eighty (180) days, with the notice to include any expected lost electricity generation. CEF does not need to provide such notice for scheduled maintenance outages or minor outages occurring in the ordinary course of operation.

6. **CEF Disclosures**.

6.1. Required Disclosures. In addition to the disclosures made in this Subscription Agreement, CEF has provided to the Subscriber, and Subscriber has confirmed receipt via Subscriber's dated signature, the Department of Commerce's Subscriber-Information Disclosure Form Cover Sheet as required by the Program.

7. Disclaimers.

7.1. Production. Subscriber will not be charged by CEF for any electricity not produced by the Garden. CEF makes no representation or warranty as to the likelihood that the Garden will generate any specific or minimum amount of electricity or sufficient electricity so as to create any specific or minimum amount of Bill Credits to Subscriber during any period of time or over the Term of this agreement as a whole. CEF has relied on industry best practices in establishing the good-faith energy production estimates in Exhibit A, including assumptions about expected solar resources at the Garden location, using industry-standard electric generation estimating software, Garden equipment projected performance provided by manufacturers and testing laboratories and other factors which are not within the control of CEF. The actual production of electricity by the Garden and delivery of electricity to Xcel is subject to lack of sunlight, other adverse weather, equipment failures, curtailments or outages and Force Majeure events. Any production estimates communicated by CEF to Subscriber of expected electricity generation at any time or over any period of time is purely an estimate based on the information available to CEF at the time and is not a guarantee that any such production will occur or that any minimum or particular amount of electricity will be generated at any time or over any period of time.

7.2. Subscription Value. Even with the good-faith estimates provided to Subscriber in Exhibit A, CEF makes no representation or warranty as to the likelihood that Subscriber's Subscription will create any specific or minimum amount of economic benefit to Subscriber over any period of time or over the Term of this agreement as a whole. The estimate of potential benefits contained in Exhibit A is based on a number of assumptions about continuation of Applicable Laws and a number of other factors beyond CEF's control. However, as described in Section 2.8(e), in no case shall Subscriber's cost of the Subscription exceed the Bill Credit provided by Xcel for the Subscribed Energy.

7.3. Tax Treatment of Subscription and Bill Credits. CEF and Subscriber recognize that Xcel makes no representations or warranties to Subscriber about the tax treatment of the Subscription or of the Bill Credits received by Subscriber from Xcel, or about any other tax issue or obligation of Subscriber related to the Subscription, Bill Credits, Subscriber's receipt of Bill Credits, or this agreement. CEF makes no representation or warranty as to whether Subscriber will incur federal, state, local, or other tax liabilities associated with its acquisition of the Subscription or receipt of Bill Credits from Xcel. Subscriber agrees that it will not rely on CEF for any such advice and that Subscriber will consult its own tax advisors for any such information if needed. Subscriber shall be responsible for payment of taxes, if any, assessed to Subscriber and related to Subscriber's receipt of Bill Credits.

7.4. Taxes Owed by Garden. CEF agrees that it is and will continue to be responsible for payment of all taxes assessed or imposed against the Garden, including any state solar production tax and with respect to amounts received by CEF from the sale of electricity to Xcel or from subscribers, including Subscriber.

7.5. Securities. CEF does not makes any representation or warranty concerning the implication of any federal or state securities laws with respect to this agreement or the Subscription. Neither this agreement nor the Subscription have been registered under the Securities Act of 1933, as amended, or any state securities laws. CEF does not believe this agreement or the Subscription constitutes a security governed by such laws. CEF's conclusion is based in part in reliance on the understanding that Subscriber is acquiring the Subscription for personal use only and not for the purpose of resale or distribution.

8. **Early Termination; Transferability and Loss of Eligibility**.

8.1. General. The validity of the Subscription is dependent upon, among other things, Subscriber's continuing compliance with the Subscriber Eligibility Criteria at the Eligible Address and payment of the Subscription Payments. The Subscription is not transferable to third parties, other physical addresses, or other Xcel accounts except as set forth below and under Applicable Laws and Program requirements and guidelines. The Subscription is not transferable by Subscriber at any time when Subscriber is in default under this agreement, including for failure to pay a Subscription Payment, unless the terms of the transfer provide for cure of the default, including payment of any overdue Subscription Payment and accrued interest, as approved by CEF at CEF's sole discretion.

8.2. Subscriber Relocation or Sale of Eligible Address. (a) If Subscriber moves and is no longer the Xcel account-holder at the Eligible Address during the Term, Subscriber may elect to transfer the Subscription to a new address upon ninety (90) days prior written notice to CEF of its intent to move and prompt notice of the new address after becoming aware of the new address if the following qualifications are met: (1) Subscriber assumes or establishes a new retail electric account with Xcel at the new address and (2) Subscriber continues to make Subscription Payments when due at the Eligible Address.

(b) If Subscriber plans to move and will no longer be the Xcel account-holder at the Eligible Address during the Term, and Subscriber will no longer be eligible to establish a new retail electric account with Xcel at its new address, Subscriber shall provide one hundred eighty (180) days prior written notice to CEF and continue to make Subscription Payments at the Eligible Address for the full 180 days. Subscriber may elect to transfer all or a portion of the Allocation and Subscription to one or more eligible transferees in accordance with Section 8.3, and Subscriber shall be permitted up to one hundred twenty (120) days from the date of its notice to complete transfer of the applicable portion of the Allocation and Subscription to one or more eligible transferees. If a transfer is not completed within the 120-day period, this agreement shall be terminated by the parties effective as of the date Subscriber is no longer the account holder at the Eligible Address, provided that CEF may continue to work with any potential transferee for a new subscription agreement. A transfer to a purchaser of the real property at the Eligible Address is permitted subject to Section 8.3.

8.3. Transfer to Other Eligible Customers. The Subscription or any portion thereof may be voluntarily transferred to any person or entity who, at the time of the transfer, meets the Subscriber Eligibility Criteria to serve as the designated Backup Subscriber, and whose participation as a subscriber in the Garden in the amount represented by the Allocation and Subscription to be transferred will not cause the Garden to no longer be eligible under the Program or otherwise not comply with Applicable Laws. In addition, the validity of any such transfer is expressly conditioned upon:

(1) One hundred eighty (180) days' prior written notice to CEF identifying the proposed transferee, providing the physical address at which they take electric service from Xcel, their Xcel account number and all other information needed to determine their eligibility to be a subscriber under Section 3;

(2) receipt by CEF and Xcel of authorizations from the proposed transferee needed to access their Xcel account data;

(3) determination by CEF that the proposed transferee is eligible to be a subscriber in the Garden and that their participation as a subscriber will not cause the Garden to fail to be eligible as a CSG or otherwise not comply with the Program and any Applicable Laws;

(4) the proposed transferee's express written assumption of this agreement or execution and delivery of a new subscription agreement with CEF as to the Subscription on terms acceptable to CEF, including the cure of any prior defaults of Subscriber existing under this agreement, and termination of this agreement; and

(5) Subscriber shall not charge any fee or make any profit on the transfer.

Once any proposed transfer meets these criteria, CEF shall arrange the delivery of data to the Department of Commerce and to Xcel as necessary to effectuate the transfer of the applicable Bill Credits and reflect the change in subscribers.

8.4. Involuntary Transfers. Upon learning of any potential or actual transfer of title or control of the Eligible Address or Subscription, or portion thereof, due to bankruptcy, foreclosure, divorce, death, or operation of law for other reasons, Subscriber or the transferee must notify CEF immediately. During any period of time in which a trustee, receiver, creditor, personal representative, or other transferee is in possession of the Eligible Address and assumes responsibility as the account-holder with Xcel at the Eligible Address, and pays the applicable Subscription Payments, such transferee shall be deemed to have succeeded to the rights of Subscriber under this agreement at the Eligible Address during the period of its possession. Upon the transfer of title to the property and Xcel account at the Eligible Address and the Subscription to a creditor or other third party by operation of law, the transferee shall notify CEF of the transfer. If the transferee meets all Subscriber Eligibility Criteria, the transfer shall be treated as a transfer of the Subscription to such transferee upon completion of the conditions set forth in Section 8.3 (1) through (5). If one or more transferees does not meet the conditions of Section 8.3, then CEF may terminate this agreement.

8.5. Transfer Timeline. CEF may immediately terminate this agreement if Subscriber fails to provide prompt notice of a proposed transfer and related information as required above in Sections 8.2 through 8.4 or to meet any other conditions to a transfer. Upon Subscriber and transferee notice and submission of all necessary information, CEF will use all commercially reasonable efforts to implement a proposed transfer within sixty (60) days.

8.6. Transfer Fee. For any transfer occurrence pursuant to Section 8.2(b), 8.3, or 8.4, Subscriber shall pay CEF an administrative fee of seventy-five dollars ($75) ("Transfer Fee), unless waived by CEF.

8.7. Subscriber's Right to Terminate. Subscriber has the right to terminate this agreement by providing CEF one hundred eighty (180) days advance written notice of any relocation or other change in its ability to meet Subscriber Eligibility Criteria as required in Section 3 or otherwise elects to terminate this agreement for any reason, and does not transfer, or cannot transfer, the Subscription to another eligible Xcel customer of the same Subscriber Type as Subscriber. Written notice must be provided to CEF in accordance with Section 13.1. If the Commencement Date occurred prior to the termination date, Subscriber shall continue to make Subscription Payments, as described in Section 4, for the Subscribed Energy generated during this 180-day period. The Subscription shall terminate one hundred eighty (180) days from the date CEF receives written notice.

8.8. Early Termination Fee. If Subscriber provides one hundred eighty days prior notice of any relocation or other change in its ability to meet the Subscriber Eligibility Criteria as required in Sections 8.2-8.4 and continues to make all Subscription Payments due prior to the transfer or termination of this agreement, then Subscriber shall not be obligated to pay the Early Termination Fee to CEF. In the event CEF terminates this agreement pursuant to Section 11.2 due to an uncured default by Subscriber, or the Subscriber or a transferee fails to give one hundred eighty (180) days prior notice of the occurrence of items (1), (2), or (3) below and pay all Subscription Payments due prior to transfer or termination of this agreement, Subscriber shall be obligated to pay CEF a fee ("Early Termination Fee") to offset its costs:

(1) Subscriber will no longer satisfy the Subscriber Eligibility Criteria, whether due to a move pursuant to Section 8.2(b) or otherwise, and does not transfer, or cannot transfer, the Subscription to another eligible Xcel customer;

(2) all or a portion of the Subscription or this agreement is transferred by operation of law as described in Section 8.4 to an ineligible person or entity; or

(3) Subscriber otherwise elects to end or terminate its Subscription.

The Early Termination Fee shall be due in addition to any unpaid Subscription Payments due from Subscriber for Subscribed Energy. The Early Termination Fee shall equal the product of (A) the then-applicable Subscription Payment Rate, (B) the affected Allocation, and (C) the estimated Net Energy Production of the CSG for (i) the one hundred eighty (180) days after termination of this agreement where termination is due to an uncured default by Subscriber or (ii) for the number of calendar days between transfer or termination of this agreement and the date that is one hundred eighty (180) days after Subscriber provided notice where Subscriber has provided shorter notice than the required 180-day period but meets its other obligations under this agreement prior to termination or transfer of the agreement. The Early Termination Fee shall be payable within ten (10) days after an invoice for the Early Termination Fee is received from CEF.

9. **Privacy; Data Sharing; Confidentiality**.

9.1. Subscriber Data. CEF will not disclose personal Subscriber data or information to any person except (i) Xcel and the Department of Commerce, to the extent required by Applicable Laws for the purpose of administration of the Subscription; (ii) attorneys, accountants, and agents of CEF to the extent necessary for them to render advice or perform professional services associated with the Garden or this agreement; and (iii) as otherwise required by Applicable Laws. Account data of Subscriber in the possession of CEF for purposes of Section 2.5 shall be kept strictly confidential and disclosed only to those employees or contractors of CEF who need to use it to effect such payments. Any third-party contractors will be subject to these requirements to keep the data confidential, and CEF shall be responsible for compliance by its third-party contractors.

9.2. Privacy. Subscriber data shared with Xcel will be subject to Xcel's data privacy policy, which Subscriber may request from Xcel or from the Department of Commerce.

9.3. Confidential Information of CEF. Certain information and data provided by CEF with respect to the Garden, the Subscription, or other aspects of CEF's business may be designated by CEF as confidential and proprietary information ("CEF Data"). Subscriber agrees not to share any CEF Data with any other person, including any other developer of community solar garden projects, except for Subscriber's accountants, attorneys, or other advisers for purposes of assessing whether to enter into this agreement and for tax filings and similar purposes. **CEF designates this agreement and all of its terms, conditions, pricing and other information as "CEF Data" which Subscriber must treat as confidential information.**

9.4. Use of Summary Data. Subscriber agrees that CEF may compile and make public certain summary data about the Garden which does not disclose or allow any person to determine information or data about Subscriber. Summary data which may be disclosed includes:

(1) aggregate electricity generation by the Garden, either in real-time or over any period of time;

(2) total number of Garden subscribers and average size of Garden subscriber allocations at any time;

(3) aggregate bill credits received by Garden subscribers; and

(4) average or aggregate financial benefits or the amount or value of Bill Credits for subscribers in the Garden alone or together with other community solar gardens managed by Cooperative Energy Futures and its affiliates.

10. **Dispute Resolution and Complaints**.

10.1. Privacy. Subscriber data shared with Xcel will be subject to Xcel's data privacy policy, which Subscriber may request from Xcel or from the Department of Commerce.

10.2. Xcel Disputes. Subscriber agrees to direct to Xcel for resolution when Subscriber disputes or questions Xcel's application of the Bill Credits associated with its Subscription on Subscriber's retail electric bill, including the applicable CSG Rate. Subscriber may request that CEF assist Subscriber in this respect. If the dispute or question is not resolved to the Subscriber's satisfaction, Subscriber has the right to complain directly to the PUC at the following address:

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

10.3. Complaints. (a) Complaints or inquiries about this agreement shall be directed to CEF at the address and phone number listed above. Notice shall be deemed delivered upon receipt or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier, and on the fourth business day after deposit in the U.S. mail if sent by certified mail. Any party may change the address for notice by notice to the other party. Notice by electronic mail shall be made to an address provided by Subscriber and CEF shall be entitled to conclusively presume that the address provided by Subscriber is, and remains, accurate, until notified otherwise by Subscriber. Notice by electronic mail to the address provided by Subscriber shall be considered received upon the day of transmission, if sent before or during normal business hours, or the next day if sent after normal business hours, unless a message stating that the email was undeliverable at the address is received by CEF.

(b) If the complaint cannot be resolved, the Subscriber has the right to contact the Minnesota Department of Commerce Division of Energy Resources at 651-539-1886 and via email to CommunitySolar@state.mn.us.

10.4. Disputes Among Parties. Any dispute or issue arising from or related to this agreement, the Subscription, or the Garden, including, but not limited to, the determination of Subscribed Energy, which are not resolved by communications between Subscriber and CEF representatives informally shall be submitted to the other Party in writing at the address below. CEF shall assign an officer or senior management to address or negotiate a resolution with Subscriber. If a resolution is not reached within ten (10) days or such longer period as the parties may agree, either Party shall be entitled to pursue any other remedies it may have available by law.

11. **Events of Default.**

11.1. Events of Default. Each of the following events shall be an Event of Default under this agreement:

(1) A representation or warranty by a party in this agreement, or any eligibility information provided by Subscriber, is or becomes materially untrue, and the applicable Party fails to make the representation or warranty true within ten (10) days of notice from the non-defaulting Party.

(2) With respect to Subscriber, Subscriber fails to make any Subscription Payment when due, and fails to cure the default within ten (10) days after written notice of default from CEF or fails to make two consecutive Subscription Payments when due. For purposes of this provision, lack of funds in an account from which funds were to be withdrawn pursuant to Section 4.5 shall be deemed non-payment by Subscriber.

(3) With respect to Subscriber, Subscriber (or an involuntary transferee pursuant to Section 8.4) fails to meet the Subscriber Eligibility Requirements at any time during the Term and fails to cure the deficiency immediately after notice from CEF or Xcel, and Subscriber fails to provide notice or information required under Section 8.3, or does not or cannot transfer its Subscription to an eligible transferee within the period allowed by this agreement;

(4) With respect to CEF, the Garden becomes ineligible as a CSG during the Term, or Interconnection Agreement is terminated, and CEF does not provide substitute capacity from another CSG to replace Subscriber's Allocation within thirty (30) days; or

(5) A party breaches any other material obligation, term, or provision of this agreement and fails to cure the breach within thirty (30) days of written notice of the breach from the non-defaulting party.

11.2. Termination. In the event a defaulting party fails to cure an Event of Default within the applicable cure period, the non-defaulting party may terminate this agreement by notifying the defaulting Party in writing. Upon termination of this agreement by the non-defaulting Party for an uncured Event of Default, neither party shall have any further obligations to the other party under this agreement except for payments or obligations arising or accruing prior to the effective date of termination, including Subscription Payments for Bill Credits received. Upon termination of this agreement for any reason, Subscriber's right to receive Bill Credits shall end and CEF may notify Xcel to remove Subscriber as a subscriber with respect to the Garden, and Subscriber shall no longer receive Bill Credits associated with the Subscription.

11.3. Ineligible Bill Credits. In the event Subscriber is determined to have been ineligible to receive Bill Credits from Xcel with respect to its Subscription for any period of time during the Term, and Xcel seeks recovery of the value of such Bill Credits from Subscriber, CEF shall have no liability to Subscriber for the value of any such Bill Credits unless the lack of eligibility was due to a breach by CEF of its obligations under this agreement.

11.4. No Consequential Damages. No party shall be liable to the other party for any indirect, special, punitive, exemplary, incidental, or consequential damages, whether arising in contract, tort, under statute, or in equity, and each Party waives its rights to any such damages. The Early Termination Fee and Transfer Fee are agreed to be compensation for costs and direct damages incurred by CEF and are not barred by this provision.

11.5. Force Majeure. If the performance of this agreement is prevented or substantially restricted or interfered with by reason of an event of Force Majeure as defined in Section 1, the affected party, upon giving notice to the other party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction, or interference. The affected party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance as soon as such causes are removed.

11.6. Financing; Assignment by CEF; Opportunity to Cure. In order to secure financing for the Garden, without obtaining the consent of the Subscriber or providing prior notice to the Subscriber, CEF may (1) assign its rights and interests in this agreement to an affiliate or to a successor by acquisition, merger or reorganization, (2) mortgage, pledge, or collaterally assign this agreement and the Garden to any financier; and (3) assign this agreement and the Garden to any entity through which CEF is obtaining financing or capital. In the event a financier acquires CEF's rights and obligations under this agreement and the Garden by foreclosure or otherwise, the financier may assign, sell, or transfer its interests in this agreement and the Garden to any other person without Subscriber's consent. Once this agreement has been assigned or otherwise mortgaged or pledged to a financier, if an Event of Default occurs by CEF, any financier shall have no less than thirty (30) days after receipt of such notice from Subscriber to cure any default, or if the default cannot reasonably be cured within thirty (30) days, and the financier commences and diligently pursues a cure for the default within the thirty (30) day period, then the financier shall have up to an additional ninety (90) days to cure the default.

12. **Representations**.

12.1. General Representations. Each party represents and warrants to the other party as of the Effective Date that:

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

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

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

(4) this agreement constitutes its legal, valid, and binding obligation enforceable against such party in accordance with its terms;

(5) 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 perform its obligations; and

(6) it is not currently the debtor in any bankruptcy, insolvency, liquidation or similar proceeding, has no present intent to seek protection under any bankruptcy, insolvency, liquidation or similar laws providing relief for creditors, and to the best of its knowledge, no other person intends to pursue any action to involuntarily subject the party to any bankruptcy, insolvency, liquidation or similar proceeding.

12.2. Subscriber Representations. Subscriber further represents to CEF that the information provided to CEF in this agreement, its Exhibits, and any other application materials or income verification materials is true and correct as of the Effective Date.

13. **Miscellaneous.**

13.1. Notice. All notices or other communications required or permitted to be given under this agreement will be in writing and delivered by hand, sent by facsimile or electronic mail, or sent, postage prepaid, by U.S. mail or reputable courier service to the respective parties as follows.

To Subscriber:

City of Mankato
Attn: Rick Baird
10 Civic Center Plaza
Mankato, MN 56001
(507) 387-8543
E-mail: rbaird@mankatomn.gov

To CEF:

C/o Cooperative Energy Futures
Attn: Subscription Manager
P.O. Box 17207
Minneapolis, MN 55417
(612) 568-2334
E-mail: contact@cooperativeenergyfutures.com

13.2. Assignment. Except as otherwise provided in this agreement, neither party may assign this agreement without the prior written consent of the other party. Any purported assignment without the required consent shall be void.

13.3. No Third Party Beneficiaries. Nothing in this agreement shall be construed to create any duty to, or standard of care with reference to, or liability to, any person not a party to this agreement. No provision of this agreement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this agreement, or of any one or more of the terms of this agreement, or otherwise give rise to any cause of action in any person not a party to this agreement.

13.4. Entire Agreement. It is mutually understood and agreed that this agreement and the attached exhibits constitute the entire agreement between Subscriber and CEF and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representations or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this agreement. This agreement may not be amended except in a writing executed by both parties.

13.5. Governing law. This agreement governed by the laws of the State of Minnesota.

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

13.7. Relationship of Parties. The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between the parties or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. CEF and Subscriber shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party. This agreement is a services contract pursuant to Section 7701(e)(3) of the Internal Revenue Code.

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

13.9. Counterparts; Electronic Signatures. This agreement may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original. To the extent permitted by Applicable Laws, this agreement may be executed electronically and delivered by electronic transmission, and such electronic signatures shall be deemed original signatures for all purposes.

[signatures appear on following pages]

The parties are signing this agreement on the date stated in the introductory clause.

CEF Mankato Community Solar, LLC,
a Minnesota limited liability company

By: ___________________________________
Printed Name: Timothy DenHerder-Thomas
Title: President

City of Mankato,
a Minnesota municipal corporation

By: ___________________________________
Printed Name:

EXHIBIT A

ESTIMATED PRODUCTION, SUBSCRIPTION PAYMENT RATE, AND SUBSCRIPTION BENEFITS

Subscription Year	Estimated CSG Production (kWh)	Allocation (%)	Estimated CSG Rate ($/kWh)	Estimated Subscription Payment Rate ($/kWh)	Estimated Cost/Benefit ($)
1	2,003,425	14.66%	$0.10582	$0.09500	$3,178.02
2	1,993,408	14.66%	$0.10899	$0.09690	$3,534.63
3	1,983,441	14.66%	$0.11226	$0.09884	$3,904.24
4	1,973,524	14.66%	$0.11563	$0.10081	$4,287.23
5	1,963,656	14.66%	$0.11910	$0.10283	$4,684.00
6	1,953,838	14.66%	$0.12267	$0.10489	$5,094.95
7	1,944,069	14.66%	$0.12635	$0.10699	$5,520.51
8	1,934,348	14.66%	$0.13015	$0.10913	$5,961.09
9	1,924,676	14.66%	$0.13405	$0.11131	$6,417.14
10	1,915,053	14.66%	$0.13807	$0.11353	$6,889.12
11	1,905,478	14.66%	$0.14221	$0.11580	$7,377.48
12	1,895,950	14.66%	$0.14648	$0.11812	$7,882.70
13	1,886,471	14.66%	$0.15087	$0.12048	$8,405.27
14	1,877,038	14.66%	$0.15540	$0.12289	$8,945.70
15	1,867,653	14.66%	$0.16006	$0.12535	$9,504.49
16	1,858,315	14.66%	$0.16486	$0.12535	$10,765.20
17	1,849,023	14.66%	$0.16981	$0.12535	$12,052.12
18	1,839,778	14.66%	$0.17490	$0.12535	$13,365.92
19	1,830,579	14.66%	$0.18015	$0.12535	$14,707.30
20	1,821,426	14.66%	$0.18556	$0.12535	$16,076.96
21	1,812,319	14.66%	$0.19112	$0.12535	$17,475.64
22	1,803,258	14.66%	$0.19686	$0.12535	$18,904.08
23	1,794,241	14.66%	$0.20276	$0.12535	$20,363.05
24	1,785,270	14.66%	$0.20884	$0.12535	$21,853.32
25	1,776,344	14.66%	$0.21511	$0.12535	$23,375.71
TOTAL	47,192,582				$260,525.86

The CSG Rate for the first Subscription Year is $ 0.10582 / kWh, after which the CSG Rate is based on reasonable estimates because the average retail rate will change from time to time (as approved by the PUC). The Estimated Subscription Payment Rate includes a two percent (2%) escalator through Subscription Year 15. Costs and benefits shown equal the difference each year between the Subscription Payment Rate and CSG Rate multiplied by the estimated annual Subscribed Energy. Estimated Production was determined with PVSyst software using publicly available historical data for solar resources at the site of the Garden, the manufacturer's specifications for production capability of the solar modules, and reduction for estimated losses for Garden usage and conversion, module degradation, and transmission and transformation of the electricity generated by the Garden.

EXHIBIT B

SUBSCRIBER ELIGIBILITY

1. Name of Subscriber: City of Mankato

2. Xcel Service Address (Eligible Address): 1 Civic Center Plaza
Mankato, MN 56001-7777
Premise #: 302162209

3. Xcel Energy Account Number: 51-8461381-4

4. Subscriber Rate Class: General Service