MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

SOLAR*REWARDS COMMUNITY CONTRACT FOR THOSE RECEIVING SOLAR*REWARDS INCENTIVE Section No. 9 Original Sheet No. 50

Application	ID:

SOLAR*REWARDS COMMUNITY CONTRACT FOR THOSE RECEIVING SOLAR*REWARDS INCENTIVE

CONTRACT

Solar Garden Photovoltaic (PV) Systems Greater than 1 kW and Less than 20 kW DC Nameplate Capacity

is Contract is made and entered into by and between Northern States Power Company, a Minnesota corporation
ving a mailing address of 414 Nicollet Mall, Minneapolis, Minnesota 55401 ("Company"), and
Community Solar Garden Operator"), whose mailing address for billing and notice purposes
, concerning electric service at the following address: (the
ervice Address").

1. Fact Background.

- a. Community Solar Garden Operator will be installing the electric generating facilities described in Exhibit 1 (the "PV System") and meeting the requirements stated in this Contract, with a nameplate capacity rated at greater than 1 kilowatts and less than 20 kilowatts direct current ("DC"), on property located at the Service Address.
- Community Solar Garden Operator is prepared to generate electricity in parallel with the Company using the PV System.
- c. Community Solar Garden Operator has submitted to Company an application to participate in Company's Solar*Rewards program using the PV System.
- d. The Company is obligated under federal and Minnesota state law to interconnect with Community Solar Garden Operator and to purchase electricity generated by Community Solar Garden Operator through qualifying facilities and offered for sale to Company by the Community Solar Garden Operator.
- e. A Community Solar Garden Operator who receives approval for, or is a participant in, the Made in Minnesota program for the same PV System shall not receive any benefits under this Contract and shall return to the Company all monies paid or credited under this Contract.
- f. The Community Solar Garden Operator has an active application as a garden operator with Company's Solar*Rewards Community Program.
- g. Community Solar Garden Operator and Company enter into this Contract which sets out the terms and conditions for the purchase and sale of the electricity generated by the PV System ("Solar*Rewards Program"), and related matters.

(Continued on Sheet No. 9-51)

Date Filed: 09-30-13 & 10-31-13 By: David M. Sparby Effective Date: 09-17-14

President and CEO of Northern States Power Company, a Minnesota corporation

Docket No. E002/M-13-867 & E002/M-13-1015 Order Date: 09-17-14

Section No. 9 Original Sheet No. 51

2. Purchases and Sales of Electricity.

Customer and Company agree:

- a. Company will sell electricity to the Community Solar Garden Operator under the rate schedule in force for the class of customer to which the Community Solar Garden Operator belongs.
- b. Community Solar Garden Operator agrees to supply electricity generated by the PV System in the form of ____ phase, ____ wire, alternating current at the nominal frequency of 60 hertz, and at a nominal voltage of ____.
- c. Company will buy electricity generated by the PV System from the Community Solar Garden Operator under the applicable Company rate schedule filed with the Commission. The Community Solar Garden Operator elects to sell electricity generated by the PV System under the terms of the Standard Contract for Solar*Rewards Community (as may be amended, hereinafter "Standard Contract for Solar*Rewards Community") and this Solar*Rewards Community Contract for those Receiving Solar*Rewards Incentive.
- d. Community Solar Garden Operator will pay a monthly metering charge as set forth under the Standard Contract for Solar*Rewards Community. House Power and other metering requirements set forth in the Standard Contract for Solar*Rewards Community also apply.
- e. Sale of energy will be as set forth under the Standard Contract for Solar*Rewards Community and as set forth in this Solar*Rewards Community Contract for those Receiving Solar*Rewards Incentive.
- f. Company may stop providing electricity to the Community Solar Garden Operator during a system emergency, without notice. Company will give Community Solar Garden Operator prior notice by telephone or regular U.S. mail when Company is to stop providing electricity in non-emergency circumstances. The Company will not discriminate against Community Solar Garden Operator when it stops providing electricity or when it resumes providing electricity. Company may stop purchasing electricity from Community Solar Garden Operator when necessary to construct, install, maintain, repair, replace, remove, investigate or inspect any equipment or facilities within its electric system when this activity would be adversely affected if the Community Solar Garden Operator were supplying power to the system. Company will give the Community Solar Garden Operator notice consistent with the Standard Contract for Solar*Rewards Community when Company will stop purchasing electricity from the Community Solar Garden Operator.

(Continued on Sheet No. 9-52)

Date Filed: 09-30-13 & 10-31-13 By: David M. Sparby Effective Date: 09-17-14

President and CEO of Northern States Power Company, a Minnesota corporation

Docket No. E002/M-13-867 & E002/M-13-1015 Order Date: 09-17-14

S:\General-Offices-GO-01\PSF\RA\Rates\Current\Mn_elec\Me_9_051.doc

N

Section No. 9
Original Sheet No. 52

3. Ownership of Renewable Energy Credits and Incentive Payment.

Community Solar Garden Operator and Company agree:

- a. On the terms and subject to the conditions set forth in this Contract, the Community Solar Garden Operator agrees to convey to the Company and the Company will own all of the Renewable Energy Credits ("RECs"), defined in Section 5(c) below generated by the PV System at the Service Address for a term of ten (10) years from the installation date set forth in the "Actual System Installation Information" attached to this Contract as Exhibit 1.
- b. In consideration for Community Solar Garden Operator's participation in Company's Solar*Rewards Program, Company shall pay a predetermined per kWh financial incentive for the PV System production for ten (10) years beginning with final commissioning. The incentive will remain set for the 10-year payment period and will not vary from year to year. PV System production will accumulate for each year. Within ninety (90) days after the end of each year, the Community Solar Garden Operator will receive an incentive check equal to the year's PV production, as measured by the billing statement that includes December 31, times the \$/kWh incentive. No incentive shall accrue after ten (10) years from the commissioning of the PV System, and the final incentive calculation will be at the end of that year, with the billing statement that includes December 31.
- c. The \$/kWh incentive is as follows: The Company shall pay \$0.08/kWh for the PV system production. This \$/kWh incentive amount may be changed by a tariff amendment to this Contract prior to both parties signing this Contract.
- d. The \$/kWh incentive may be assigned by the Community Solar Garden Operator to a third party.

4. Representations by Community Solar Garden Operator.

Community Solar Garden Operator hereby makes the following representations and warranties to Company:

- a. Community Solar Garden Operator warrants that the person signing this Contract on behalf of Community Solar Garden Operator is authorized and competent to sign this Contract and to bind Community Solar Garden Operator to the terms of this Contract.
- b. Community Solar Garden Operator is an end-use electric consumer located within the electric service territory of Company in Minnesota.
- c. Community Solar Garden Operator shall install a new PV System at the Service Address, which shall have at least a five (5) year warranty, and shall be installed as of the date set forth in Exhibit 1.

(Continued on Sheet No. 9-53)

Date Filed: 09-30-13 & 10-31-13 By: David M. Sparby Effective Date: 09-17-14

President and CEO of Northern States Power Company, a Minnesota corporation

Docket No. E002/M-13-867 & E002/M-13-1015 Order Date: 09-17-14

Section No. 9 Original Sheet No. 53

4. Representations by Community Solar Garden Operator. (Continued)

- d. The PV System shall be located on the Community Solar Garden Operator's facilities at the Service Address at all times during the term of this Contract.
- e. The PV System has a minimum nameplate DC output capacity of 1000 watts and a maximum capacity of less than 20 kilowatts.
- f. PV equipment including, but not limited to modules, inverters, etc., as described in the Community Solar Garden Operator's completed Exhibit 1 shall meet eligibility requirements when listed as qualified on the Company website: www.xcelenergy.com.
- g. [Intentionally left blank].
- h. The Community Solar Garden Operator is not a participant in the Made in Minnesota program for the PV System covered by this Contract.
- i. The Community Solar Garden Operator has not received an incentive under the Solar*Rewards production incentive program for another PV system installed at this Service Address, and is not a party to any other signed contract with the Company pertaining to the PV System other than the Standard Contract for Solar*Rewards Community. Customer shall not collect incentives from other state or utility programs for the PV system covered under this Contract.
- j. This Contract shall not be effective until the Community Solar Garden Operator has an effective Standard Contract for Solar*Rewards Community. In the event that Community Solar Garden Operator has breached the Standard Contract for Solar*Rewards Community or is otherwise for some period of time not entitled to payments under that contract, then for the same period of time the Community Solar Garden Operator is not entitled to payments under this Contract. Any period of time under which the Customer is not entitled to incentive payments shall not extend the ten (10) year payment period referenced in Section 3(b). In the event that the Standard Contract for Solar*Rewards Community is terminated, then this Contract shall also be terminated.

5. Requirements for PV System Installation, Operation, and Maintenance.

Metering.

a. The metering requirements are set forth in the Standard Contract for Solar*Rewards Community.

Interconnection to Company Distribution System.

 Interconnection requirements are set forth in the Standard Contract for Solar*Rewards Community.

'

(Continued on Sheet No. 9-54)

Date Filed: 09-30-13 & 10-31-13 By: David M. Sparby Effective Date: 09-17-14

President and CEO of Northern States Power Company, a Minnesota corporation

Section No. 9 Original Sheet No. 54

5. Requirements for PV System Installation, Operation, and Maintenance.

Interconnection to Company Distribution System. (Continued)

c. For purposes of this Contract, these terms have the following meanings: (Continued)

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

Installation, Operation and Maintenance of PV System.

d. Community Solar Garden Operator shall maintain the PV System and the individual components of the system in good working order at all times during the term of this Contract. The Company shall have no responsibility for the maintenance or repair of the PV System, or for its installation or removal. If during the term of this Contract the PV System or any of the individual components of the system should be damaged or destroyed, Community Solar Garden Operator shall promptly repair or replace the equipment to its original specifications as set forth in Exhibit 1 at Community Solar Garden Operator's sole expense. Damages for breach of this provision of the Contract include no further payment of any amounts otherwise owed by the Company to the Community Solar Garden Operator under this Contract shall be paid.

Additional Requirements.

- e. This Contract shall apply to new PV solar equipment only. Used equipment does not qualify for the payment described in Section 3(b).
- f. Community Solar Garden Operator shall comply with all of the rules stated in Company's applicable electric tariff related to photovoltaic systems, as the same may be revised from time to time. The Community Solar Garden Operator and Company shall comply with all of the rules stated in the Company's applicable electric tariff and the tariffed version of this Contract, as the same may be changed from time to time. In the event of any conflict between the terms of this Contract and Company's electric tariff, the provisions of the tariff shall control.

(Continued on Sheet No. 9-55)

Date Filed: 09-30-14 & 10-31-13 By: David M. Sparby Effective Date: 09-17-14

President and CEO of Northern States Power Company, a Minnesota corporation

Docket No. E002/M-13-867 & E002/M-13-1015 Order Date: 09-17-14

N

Section No. 9 Original Sheet No. 55

6. Limitations and Liabilities.

- a. Company does not imply any representation or warranty by Company of the design, installation, or operation of the PV equipment, and Company expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.
- b. Company shall not be responsible or liable for any personal injury or property damage caused by the PV System or any individual component equipment of the system. Company shall not be liable for failure or fault in the delivery of electrical energy to the Community Solar Garden Operator or for total or partial interruption of service caused by accidents, breakdown of equipment, acts of God, floods, storms, fires, strikes, riots, war, terrorist attacks, sabotage, labor disputes, shortage of materials, the forces or nature, the authority and orders of government, and other causes or contingencies of whatever nature beyond the reasonable control of the Company, or which reasonably could not have been anticipated and avoided by the Company.
- c. Nothing in this Contract shall be construed as any representation or warranty by Company of the design, installation or operation of the PV System or any component thereof, and Company expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.
- d. Company shall not be liable for revenue lost by the Community Solar Garden Operator due to Company's inability to purchase or wheel energy generated by the PV System.
- e. Community Solar Garden Operator shall indemnify, defend, and hold Company, its employees, agents, successors, assigns, subsidiaries and affiliates harmless against any and all claims, demands, liens, lawsuits, judgments or actions of whatsoever nature that may be brought on account of the installation, maintenance, operation, repair, or replacement of the PV System or any component equipment of the system. Company shall not be liable to the Community Solar Garden Operator for any punitive, special, exemplary or consequential damages, including but not limited to, lost profits, loss of use, and costs of replacement, whether based in contract, tort, upon any theory of indemnity, or otherwise. Company makes no warranty or representation concerning the taxable consequences, if any, to Community Solar Garden Operator with respect to its payments to Community Solar Garden Operator for participation in the Solar*Rewards Program, or compensation for electric service sold to Company from the operation of Community Solar Garden Operator's PV System (if any), and Community Solar Garden Operator is urged to seek professional advice regarding this issue.

7. Commencement and Term; Assignment; Enforceability.

- a. This Contract becomes effective as soon as it is signed by the Community Solar Garden Operator and the Company and shall continue for a term of ten (10) years. At the end of the term of this Contract, the Community Solar Garden Operator's energy production and the REC ownership will continue to be subject to Standard Contract for Solar*Rewards Community or other applicable tariff approved by the Commission.
- This Contract is assignable by Community Solar Garden Operator to any subsequent purchaser of Community Solar Garden Operator's premises at the Service Address. Company shall have ownership of all RECs produced by the PV System during the ten (10) year term of this Contract. In order for an assignment to be effective under this contract, Community Solar Garden Operator is required to provide to assignee the following documents: Assignment Agreement, a copy of this Contract, and any remaining warranty information for the PV System. Community Solar Garden Operator is released from any and all future liability under this Contract upon its effective assignment.

(Continued on Sheet No. 9-56)

Date Filed: 09-30-13 & 10-31-13 By: David M. Sparby Effective Date: 09-17-14

President and CEO of Northern States Power Company, a Minnesota corporation

Docket No. E002/M-13-867 & E002/M-13-1015 Order Date: 09-17-14

- 1

Ν

Section No. 9 Original Sheet No. 56

7. Commencement and Term; Assignment; Enforceability. (Continued)

- c. This Contract and the terms contained in the Contract shall be binding and enforceable against the parties, their successors and assigns for as long as the Contract remains in effect.
- d. This Contract does not waive Community Solar Garden Operator's right to bring a dispute before the Commission based on any provision of the Commission's rules authorizing Commission resolution of a dispute.
- e. If a Party defaults in performing its obligations under this Contract, the non-defaulting Party may give written notice, mailed or delivered, to the defaulting Party; (a) identifying the nature of the default; and (b) stating that the non-defaulting Party may terminate this Contract if the defaulting Party does not cure the identified default within ninety (90) days for PV system operational issues and within thirty (30) days for non-operational issues, unless the failure to cure is due to factors beyond the defaulting Party's control, in which case the defaulting Party shall be given an additional period of time to cure that is reasonable under the circumstances. If the defaulting Party does not cure the default identified in the written notice within the identified time period, then the non-defaulting Party may, at its sole option, terminate this Contract upon written notice of termination mailed or delivered to the defaulting Party. Any notices given under this Section shall be addressed to the Parties (or their successors in interest) at their respective mailing addresses identified in the first paragraph of this Contract.
- f. Each Party hereby irrevocably and unconditionally waives any right to a trial by jury for the resolution of any dispute arising under this Contract. Failure of either party to enforce any term or condition of this Contract shall not constitute a waiver of that term or condition or of any other term or condition of this Contract.

8. Miscellaneous.

- a. This Contract contains all the agreements made between Community Solar Garden Operator and the Company except that this Contract shall at all times be subject to all rules and orders issued by the Commission or other government agency having jurisdiction over the subject matter of this Contract. The terms of this Contract shall be modified and amended if required to comply with any order or regulation of the Commission, applicable state or federal laws or regulations, or other government agency having jurisdiction over the subject matter of this Contract. Company shall post all such modifications and amendments at its website at: www.xcelenergy.com, and Community Solar Garden Operator and Company shall be bound by these posted modifications and amendments. Other than these exceptions, Community Solar Garden Operator and Company are not responsible for any agreements other than those stated in this Contract.
- This Contract shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- c. This Contract may be executed in two or more counterparts, each of which is deemed original but all constitute one and the same instrument. The Parties agree that a facsimile copy of a signature will be deemed original and binding.

(Continued on Sheet No. 9-57)

Date Filed: 09-30-13 & 10-31-13 By: David M. Sparby Effective Date: 09-17-14

President and CEO of Northern States Power Company, a Minnesota corporation

Docket No. E002/M-13-867& E002/M-13-1015 Order Date: 09-17-14

1

Original Sheet No. 57

Section No. 9

Ν

Ν

8. Miscellaneous. (Continued)

- d. Except as otherwise specifically provided herein, this Contract is not intended to, and shall not, create rights, remedies, or any benefits of any character whatsoever, in favor of any person, corporation or other entity other than the Parties hereto, and the obligations herein assumed are for the use and benefit of the Parties, their successors in interest, and permitted assigns.
- e. This Contract and the rights and obligations of the parties hereunder shall be subject to all valid applicable state, local and federal laws, rules, regulations, ordinances, orders and decisions issued or promulgated for or by any court or regulatory agency having or asserting jurisdiction over this Contract, the services to be performed hereunder or either of the parties hereto.
- f. By executing this Contract, Community Solar Garden Operator grants to Company permission to share information concerning the location of the PV System and other information concerning the RECs owned by Company under this Contract to other Minnesota public utilities, municipalities, cooperatives and other entities that may be involved in REC transactions for the limited purpose of ensuring that the RECs associated with the Community Solar Garden Operator's PV System have not been sold to another entity.
- g. By executing this Contract, Community Solar Garden Operator grants to Company permission to share with Installer selected by the Community Solar Garden Operator any Community Solar Garden Operator information necessary to Installer to complete installation of the PV system on Community Solar Garden Operator's behalf.
- h. COMMUNITY SOLAR GARDEN OPERATOR AND THE COMPANY HAVE READ THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS. AS EVIDENCE OF THEIR AGREEMENT, THEY HAVE EACH SIGNED THIS CONTRACT BELOW ON THE DATE WRITTEN AT THE BEGINNING OF THIS CONTRACT.

As a qualified Community Solar Garden Operator, I have read, understand, and agree to the terms of the Contract set forth above and accept the 10-year payments described in Section 3(b).

Community Solar Garden Operator Name (printed): _	
Community Solar Garden Operator Signature:	Date:

(Continued on Sheet No. 9-58)

Date Filed: 09-30-13 & 10-31-13 By: David M. Sparby Effective Date: 09-17-14
President and CEO of Northern States Power Company, a Minnesota corporation

Docket No. E002/M-13-867 & E002/M-13-1015 Order Date: 09-17-14

S:\General-Offices-GO-01\PSF\RA\Rates\Current\Mn_elec\Me_9_057.doc

Section No. 9
Original Sheet No. 58

Company provides the per kWh payment referenced in Section 3(b) for production over the 10-year period following commissioning to Community Solar Garden Operator.

Northern States Power Company, a Minnesota corporation		
By: as authorized agent	Date: or Northern States Power Company	
Title:		
Incentive to the Sola	ed Solar*Rewards Community Contract For Those Receiving Solar*Rewards 'Rewards program manager at the address shown below. The Contract will be and a copy of the Contract will be mailed back to you.	
	any 414 Nicollet Mall – 6th Floor Minneapolis, MN 55401 Fax: 800-252-4371 am Manager:	

Date Filed: 09-30-13 & 10-31-13 By: David M. Sparby Effective Date: 09-17-14

President and CEO of Northern States Power Company, a Minnesota corporation

Section No. 9 Original Sheet No. 59

EXHIBIT 1: ACTUAL SYSTEM INSTALLATION INFORMATION Installer completes the following AFTER project completion and installation.
Community Solar Garden Operator name:
Service Address:
Installer company:
Actual price for PV installation without batteries (attach PV invoice):
Company Account Number:
Date of PV installation:
Town / municipality / county:
Please check the appropriate box(es) if this is the same as the application for each item:
Please check the appropriate box(es) if this is the same as the application for each item: Manufacturer of PV panels installed: Model number of PV panels installed: STC rating (kW DC): Manufacturer of PV inverter installed: Model number of PV inverter installed: Inverter Quantity: Power rating:W PV Watts estimate of annual kWh generated: Efficiency %: Battery backup:
As the installer for this project, I certify that the above-referenced PV equipment was installed at the Service Address listed above.
Installer's Signature Date
Installer's Name Printed

Date Filed: 09-30-13 & 10-31-13 By: David M. Sparby Effective Date: 09-17-14

President and CEO of Northern States Power Company, a Minnesota corporation

ASSIGNMENT OF CONTRACT

Section No. 9 Original Sheet No. 60

ASSIGNMENT OF SOLAR*REWARDS CONTRACT

A Solar*Rewards Customer Contract ("Contract") having been made as of [insert date of underlying Solar*Rewards Contract] (a copy of which is attached hereto), by and between Northern States Power Company, a Minnesota corporation, having its principal office and place of business located at 414 Nicollet Mall, Minneapolis, Minnesota, 55401, hereinafter referred to as the Company, and [insert name of current party to the Solar*Rewards Customer Contract] ("Assignor") for service provided at [insert Service Address] ("Service Address"); and

WHEREAS, the Assignor intends to sell or has sold the premises at the Service Address to [<u>insert name of new purchaser of the Service Address</u>] ("Assignee"); and

WHEREAS, the Assignor intends to assign the Contract to the Assignee; and

NOW, THEREFORE, upon:

- 1. The execution of this Assignment of Contract by Company, the Assignor, and the Assignee and the delivery of all signatures to Company;
- 2. The Assignor providing to the Company any remaining warranty information for the PV System; and,
- 3. The actual sale of the premises at the Service Address from the Assignor to the Assignee and notice provided by either the Assignee or Assignor to the Company of this actual sale,

the attached Contract is hereby further amended as follows:

- 1. The Assignor hereby irrevocably assigns the attached Contract in all respects to the Assignee and the Assignee accepts the assignment thereof in all respects.
- 2. Company consents to this assignment and, as assigned, the attached Contract is hereby amended so that wherever the name of the Assignor is used therein it shall mean the Assignee.
- Any and all payments made by Company under the Contract to either the Assignor or the Assignee shall be deemed to have been made to both and shall discharge Company from any further liability with regard to said payment.
- 4. If Assignor or any of its predecessors in interest under the Contract has assigned the incentive payments under the Contract to a third party, the assignment of the Contract is subject to that assignment of incentive payments. In this event, Assignee hereby provides consent for the Company to provide to such third party (and to any other person or entity who in the future the incentive payments may be subsequently reassigned) the following information related to the assigned Contract:
 - a. Customer's (Assignee's) name, address, account number, premise number and meter number(s).
 - b. Meter reading information pertaining to the PV System.
 - c. The compensation rate applicable to the PV System production.

(Continued on Sheet No. 9-61)

Date Filed: 10-31-13 By: David M. Sparby Effective Date: 07-23-14

President and CEO of Northern States Power Company, a Minnesota corporation

Docket No. E002/M-13-1015 Order Date: 07-23-14

- |

Ν

ASSIGNMENT OF CONTRACT (Continued)		Section No. 9 Original Sheet No. 61
5.	Company shall have ownership of all RE Contract.	ECs produced by the PV System during the term of the attached
effect.	It is further agreed that all terms and cor	nditions of the Contract, as amended, shall remain in full force and
		e Assignment of Contract sent electronically, shall have the same stronically stored versions of this Assignment of Contract, shall have
Solar*R	IN WITNESS WHEREOF, Company, the Rewards Contract as of this day o	e Assignor, and the Assignee have executed this Assignment of, 20
Assign	nor – [insert actual name]	Assignee – [insert actual name]
Ву:		By:
Title: _		Title:
	ern States Power Company Ccel Energy	
Ву:		
Title: _		

Ν

Date Filed: 10-31-13 By: David M. Sparby Effective Date: 07-23-14

President and CEO of Northern States Power Company, a Minnesota corporation

Docket No. E002/M-13-1015 Order Date: 07-23-14

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

Section No. 9 Original Sheet No. 61.1

Ν

ASSIGNMENT OF STANDARD CONTRACT FOR SOLAR*REWARDS COMMUNITY

copy of its princ to as the	A Standard Contract for Solar*Rewards Community ota Public Utilities Commission ("Contract") having be which is attached hereto), by and between Northern sipal office and place of business located at 414 Nicolae Company, and [insert name of current party to the unity Solar Garden with a nameplate capacity of	een made as of [insert date of underl n States Power Company, a Minnes llet Mall, Minneapolis, Minnesota, 55 Contract	ying Contract] (a sota corporation, having 6401, hereinafter referred
[insert address]; and
reference	WHEREAS, the Assignor intends to convey its inte		
	WHEREAS, the Assignor intends to assign the Con	ntract to the Assignee; and	
Assigne	NOW, THEREFORE, upon the execution of this Asee and the delivery of all signatures to Company, the		•
1.	The Assignor hereby irrevocably assigns the attached Contract in all respects to the Assignee and the Assignee accepts the assignment thereof in all respects.		
2.	Company consents to this assignment and, as assignment the name of the Assignor is used therein		y amended so that
3.	Any and all payments made by Company under the Contract to either the Assignor or the Assignee shall be deemed to have been made to both and shall discharge Company from any further liability with regard to said payment.		
4.	Any and all financial liability, including but not limite to the Company, occurring or accruing under the C this Assignment shall be deemed to be the obligation recover any such amounts jointly and severally from	ontract on or before the date of the C on of both the Assignor and Assignee	company's signature to
5.	The Assignor will inform Assignee of all passwords Community Solar Garden.	associated with the Salesforce syste	em relating to the

(Continued on Sheet No. 9-61.2)

Date Filed: 12-18-15 By: Christopher B. Clark Effective Date: 12-18-15

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-13-867 Order Date: 12-15-15

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

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

ASSIGNMENT OF STANDARD CONTRACT FOR SOLAR*REWARDS COMMUNITY

Section No. 9 Original Sheet No. 61.2

Ν

		(Continued)
6.	The contact information, including name Assignee is as follows:	e, primary contact, address, telephone number and email address of the
7.	It is further agreed that all terms and con	nditions of the Contract, as amended, shall remain in full force and effect.
	res. Photocopies, or electronically stored	ment of Contract sent electronically, shall have the same effect as origina versions of this Assignment of Contract, shall have the same validity as
Solar*R	IN WITNESS WHEREOF, Company, the Rewards Contract as of this day of the contract as	e Assignor, and the Assignee have executed this Assignment of, 20
Assign	or – [insert actual name]	Assignee – [insert actual name]
Зу:		Ву:
Name:		Name:
Γitle:		Title:
	rn States Power Company cel Energy	
Зу:		
Name:_		
Γitle:		

Date Filed: 12-18-15 By: Christopher B. Clark Effective Date: 12-18-15 President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-13-867 Order Date: 12-15-15

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

ASSIGNMENT OF INCENTIVE PAYMENTS

Section No. 9 1st Revised Sheet No. 62

DN

ND

D

ASSIGNMENT OF INCENTIVE PAYMENTS

A Solar*Rewards Customer Contract or Solar*Rewards Community Contract for those receiving Solar*Rewards Incentive ("Contract") having been made as of [insert date of underlying Contract], by and between Northern States Power Company, a Minnesota corporation, having its principal office and place of business located at 414 Nicollet Mall, Minneapolis, Minnesota, 55401, hereinafter referred to as the Company, and [insert name of current party to the Contract] ("Assignor") for service provided at [insert Service Address] ("Service Address"); and

WHEREAS, the Assignor intends to assign the incentive payments referenced in paragraph 3.b of the Contract to [insert name, address and telephone number] ("Assignee"); and

NOW, THEREFORE, upon the execution of this Assignment by Company, the Assignor, and the Assignee and the delivery of all signatures to Company;

the following provisions apply:

- 1. The Assignor hereby irrevocably assigns the incentive payments in the Contract in all respects to the Assignee and the Assignee accepts the assignment thereof in all respects.
- 2. Company consents to this assignment and, as assigned, the Contract is hereby so amended.
- 3. Any and all incentive payments made by Company to either the Assignor or the Assignee shall be deemed to have been made to both and shall discharge Company from any further liability with regard to said payment.
- 4. The Assignor hereby provides consent for the Company to provide to the Assignee (and to any other person or entity who in the future the incentive payments may be subsequently re-assigned) with the following information on an ongoing basis until the incentive payments in the Contract are no longer due or payable:
 - a. Customer's (Assignor's) name, address, account number, premise number and meter number(s).
 - Meter reading information pertaining to the PV System, which may include historical meter reading information.
 - c. The compensation rate applicable to the PV System production.

It is further agreed that all terms and conditions of the Contract, as amended, shall remain in full force and effect.

Facsimile signatures, or signatures to the Assignment sent electronically, shall have the same effect as original signatures. Photocopies, or electronically stored versions of this Assignment, shall have the same validity as the original.

(Continued on Sheet No. 9-63)

Date Filed: 09-30-13 & 10-31-13 By: David M. Sparby Effective Date: 09-17-14

President and CEO of Northern States Power Company, a Minnesota corporation

ASSIGNMENT OF INCENTIVE PAYMENTS (Continued) IN WITNESS WHEREOF, Company, the Assignor, and the Assignee have executed this Assignment of Incentive Payments as of this _____ day of _____, 20__. Assignor – [insert actual name] By: _____ By: _____ Title: ____ Title: ____ Northern States Power Company d/b/a Xcel Energy By: ______ Title: _____ No Title: _____

Date Filed: 10-31-13 By: David M. Sparby Effective Date: 07-23-14

President and CEO of Northern States Power Company, a Minnesota corporation

Docket No. E002/M-13-1015 Order Date: 07-23-14