APPLICATION
WISCONSIN

Application ID:_____

Xcel Energy Solar*Connect Community℠ Solar Garden Contract
Contract Cover Document

Note: The completed Contract Cover Document is CONFIDENTIAL

This Xcel Energy Solar*Connect Community Solar Garden Contract is made and entered into by and between Northern States Power Company, a Wisconsin corporation, having a mailing address of 1414 West Hamilton Ave, P.O. Box 8, Eau Claire, WI 54702-0008 ("Company" or "Xcel Energy"), and the Subscriber for participation in the Xcel Energy Solar Garden as identified below. The term Party or Parties refers to either the Company or the Subscriber, or both, as applicable in context. The Contract consists of this Contract Cover Document, Attachment "A" and the Company's tariffs approved by the Public Service Commission of Wisconsin ("Commission"), as may be amended from time to time. For convenience, Attachment "B" sets forth the Company's tariffs specifically applicable to the Xcel Energy Solar*Connect Community Solar Garden that were in effect at the time this Contract was executed.

Subscriber Name: _____ Subscriber Email Address: _____

Subscriber's Xcel Energy Service Address: _____

City: _____ State: _____ ZIP: _____

Subscriber's Xcel Energy Account Number for above Service Address: _____

Subscriber's Xcel Energy Premise Number for the above Account: _____

Subscription Size in kW (DC) (200 Watt increments; 1 kW = 1000 Watts) _____

Subscriber Enrollment Deposit: _____
($200/kW x Subscription Size)

Enrollment Fee (total including deposit): _____
($1780/kW x Subscription Size)

To be completed by Utility.

Xcel Energy Solar Garden Enrolled Location: _____

Date of Xcel Energy signature to this Contract: Month: _____ Day: _____ Year: _____

Company Contact Information

Mailing Address: Xcel Energy • Attn: Solar*Connect Community Wisconsin • P.O. Box 59, Minneapolis • MN 55440-0059

Email Address: SolarConnectComm@xcelenergy.com

For instructions for sending payments by wire please send an email to SolarConnectComm@xcelenergy.com.

Signatures

Subscriber

Signature: _____ Name: _____

Title: _____ Date: _____

Xcel Energy Services, Inc., a Delaware corporation as agent for Northern States Power Company, a Wisconsin corporation

Signature: _____ Name: _____

Title: _____ Date: _____

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Attachment "A"

Xcel Energy Solar*Connect Community^{SM} Solar Garden Contract Terms and Conditions

I. DEFINITIONS

1.1 "Commercial Operation Date" shall mean the first day of the first full calendar month after commercial operation of the Xcel Energy Solar Garden is achieved.

1.2 "Contract Term" shall mean the time period that begins on the later of: 1) the Commercial Operation Date; or, 2) the first day of the first month following the Subscriber's enrollment in the Xcel Energy Solar*Connect Community^{SM} program, and ends on the twenty-fifth (25th) anniversary of the Commercial Operation Date. The Subscriber shall be considered enrolled after: this signed Contract, including a signed Attachment "A", is submitted to the Company; the Subscriber has paid the applicable Upfront Subscriber Enrollment Fee; and, the Company has processed the Subscriber's enrollment and signed the Contract and Attachment "A." The Company shall provide notice to the Subscriber of the actual dates of the Contract Term.

1.3 "Enrollment Deposit" shall mean the amount charged to a Subscriber at the time of initial enrollment to preserve the Subscriber's ability to subscribe to a portion of a Xcel Energy Solar Garden. The Enrollment Deposit is a portion of the Upfront Subscriber Enrollment Fee and is set forth on the Contract Cover Document.

1.4 "Production Month" shall mean the calendar month during which photovoltaic energy is produced by the Xcel Energy Solar Garden's solar electric generating facility and delivered to the production meter.

1.5 "Renewable Energy Credits or RECs" shall mean all attributes of an environmental or other nature that are created or otherwise arise from the Xcel Energy Solar Garden'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 Xcel Energy Solar Garden's photovoltaic (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 Midwest Renewable Energy Tracking System (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 Xcel Energy Solar Garden's 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 the Company or the Xcel Energy Solar Garden PV System are eligible or which either receives, or any depreciation, expenses, credits, benefits or other federal, state or local tax treatment for which the Company or the Xcel Energy Solar Garden PV System is eligible or that either receives.

1.6 "Solar Production Credit" shall mean the amount of the bill credit provided to the Subscriber. The Solar Production Credit on each Subscriber's bill for retail electric service for the applicable month is calculated based upon the ratio of the Subscription Size to the Xcel Energy Solar Garden Nameplate Capacity, multiplied by the Solar Production Credit Rate multiplied by the actual solar energy production from the Xcel Energy Solar Garden for the applicable month, as shown by the formula below:

$$\frac{\text{(Subscription size) x (Solar Production Credit Rate) x (Actual solar energy production from the Xcel Energy Solar Garden)}}{\text{(Xcel Energy Solar Garden Nameplate Capacity)}}$$

1.7 "Solar Production Credit Rate" shall mean the rate on a $/kWh basis which is credited to the Subscriber. The Solar Production Credit Rate applicable to the Subscriber is dependent on the customer class under which the Subscriber receives service.

1.8 "Subscriber" shall mean the customer of the Company who has entered into this Xcel Energy Solar Garden Contract with the Company.

1.9 "Subscription" shall mean having the ability to participate in the Company's Solar*Connect Community program by having an effective Xcel Energy Solar Garden Contract.

1.10 "Subscription Size" shall mean the level or amount of the Subscription expressed in KW (DC) as shown on the Contract Cover Document.

1.11 "Unsubscribed Energy" shall mean energy produced by a solar garden which is not associated with any Subscriber or Subscription.

1.12 "Upfront Subscriber Enrollment Fee" shall mean the upfront charge assessed against the Subscriber as a cost for participating in the Xcel Energy Solar Garden Contract. This amount is shown on the Contract Cover Document.

1.13 "Xcel Energy Solar Garden" shall mean the Community Solar Garden, identified on the Contract Cover Document, for which the Subscriber has a Subscription under this Contract. The Xcel Energy Solar Garden is a solar photovoltaic electric generating facility that may be owned and operated by an entity or entities other than the Company, from which the Company acquires the energy, capacity and RECs through a power purchase agreement ("PPA").

1.14 "Xcel Energy Solar Garden Nameplate Capacity" shall mean the nameplate capacity, stated in KW (DC) of the Xcel Energy Solar Garden.

II. SUBSCRIBER ELIGIBILITY AND SUBSCRIBER COMMITMENTS

2.1 The Customer has elected to become a Subscriber to an Xcel Energy Solar Garden, identified on the Contract Cover Sheet. Pursuant to the terms of this Contract, the Customer is purchasing a Subscription in, and becoming a Subscriber to, the Xcel Energy Solar Garden described below. As a Subscriber and pursuant to this Contract, the Subscriber will be entitiled to a monthly bill credit proportional to the size of their Subscription. The Subscriber will receive bill credits for each kilowatt-hour of solar generation associated with their Subscription. The amount of the Subscriber's bill credit will vary based on the monthly generation output of the Xcel Energy Solar Garden.

2.2 Conditions Precedent. This Contract shall not become effective until all of the following conditions precedent have been met:

a. While there is still capacity available in an Xcel Energy Solar Garden, the Subscriber:

i. Completes an application to participate in the Xcel Energy Solar Garden program;

ii. Submits a signed Contract and Attachment "A" and tender the applicable Enrollment Deposit; and,

iii. Submits payment of the balance of any applicable Upfront Subscriber Enrollment Fee.

b. Including the Subscriber, the Xcel Energy Solar Garden has at least five (5) subscribers;

c. The Company processes the Subscriber's enrollment and signs the Contract and Attachment "A." The Company will use a first come, first served, approach to processing applications and will assign each Subscriber to an Xcel Energy Solar Garden based on the Subscriber's proximity to the nearest Xcel Energy Solar Garden location with available capacity. In the event available capacity is limited, the Company may give preference to Subscriptions from customers located in the same region as a Solar Garden is located. The actual Subscription size will depend upon the available capacity of the Xcel Energy Solar Garden.

2.3 The Subscriber certifies, represents and agrees as follows:

a. The Subscriber is a retail metered electric customer of the Company;

b. The person signing this Agreement is individually authorized and competent to sign this Agreement and to bind the Subscriber to the terms hereof;

c. The Subscriber (including its affiliates) does not have more than a forty (40) percent interest in the Xcel Energy Solar Garden identified on the Contract Cover sheet;

d. The Subscriber's Subscription size is at least two hundred (200) watts (DC) of the Xcel Energy Solar Garden's generating capacity, and no more than 400 kilowatts (DC) of the the Xcel Energy Solar Garden's generating capacity;

e. The Subscriber's Subscription meets the size requirements set forth in the Company's Tariffs. The Company will verify compliance with this subsection in its sole discretion, including but not limited to at the time the Subscriber applies to the Xcel Energy Solar*Connect Community℠ Solar Garden program and and if the Subscriber changes his or her Subscription Size or the Subscriber relocates to a new Xcel Energy Service Address.

f. Subscriber hereby automatically and irrevocably assigns to Company all rights, title and authority to Company for all energy, capacity and RECs attributable to the Xcel Energy Solar Garden. The Company shall be entitiled to retire any RECs associated with the Subscription that are tracked in the M-RETS program or any similar program.

III. OPERATION OF XCEL ENERGY SOLAR GARDEN

3.1 The Subscriber will have no ownership, possession or control of the Xcel Energy Solar Garden, and will have no right to maintain or operate the Xcel Energy Solar Garden.

3.2 The Subscriber will not have access or right of entry to the Xcel Energy Solar Garden for any purpose, unless otherwise agreed to in advance by the Company in its sole discretion.

3.3 If the Xcel Energy Solar Garden has twenty (20) percent or more of its solar panels out of service for three or more consecutive days, the Company will provide notice of this event via email to each Subscriber. This notice will include the estimated length of the outage and the anticipated loss of production.

IV. ADMINISTRATION OF PROGRAM

4.1 The tariff in Attachment "B" sets forth, among other things, a table entitiled "Table A. Schedule for Subscription Enrollment Fee Price Factor and Other Cancellation by Company" that sets forth the percentages that will be used to calculate the Upfront Subscriber Enrollment Fee and Table B entitled "Cancellation Due to Moving/Relocation Refund Schedule" that sets forth the percentages used to calculate the refunds in case of cancellation.

4.2 A Subscriber will not be allowed to avoid forfeiture of any portion of the Upfront Subscriber Enrollment Fee due to cancellation through deceptive means, which shall include but not be limited to canceling retail electric service and reconnecting in the name of another member of the household, use of an alias, or through change of the business name.

4.3 The Company will offer Subscribers that elect a Subscription Size equal to or greater than 100 kW the option to enter into a periodic billing contract for the balance of their Upfront Subscriber Enrollment Fee not including the Enrollment Deposit. Election of the periodic billing contract option will result in the Subscriber being billed for the balance of their Upfront Subscriber Enrollment Fee in equal monthly payments between the time they subscribe to the program and the end of calendar year 2016. Periodic billing contracts are not available for Subscriptions less than 100 kW in size, and all payments made under periodic billing contracts must be received by January 1, 2017. To enter into a periodic billing contract under this Section 4.3, Subscriber must request a periodic billing contract in writing near the time the Subscriber's signed Contract, Attachment A and Enrollment Deposit are submitted to the Company, and requests for a periodic billing contract made more than 60 days after the Subscriber's signed Contract, Attachment A and Enrollment Deposit are submitted to the Company will not be considered. The Subscriber is not eligible to receive a refund of any portion of the upfront enrollment fee paid to the Company under a periodic billing contract upon cancellation of the Subscription except as described in the applicable tariff related to this contract, in the paragraph titled Refund Upon Cancellation. In the event a Subscriber fails to make all payments under a periodic billing contract by the January 1, 2017 deadline for any reason other than Force Majeure, the Company will consider the failure to pay a material breach of this contract and will provide the Subscriber notice of material breach for failure to submit payment. The Subscriber will have 90 days to remedy a material breach relating to failure to pay by January 1, 2017, and after that time the Company may terminate the Subscription. In the case of failure to pay due to Force Majeure, the Company will allow Subscriber to remedy the failure to pay as set forth in Section 5.4 of this contract.

IV. FORCE MAJEURE

5.1 "Force Majeure" means an event or circumstance that prevents the Subscriber or the Company from performing its obligations under this Contract, which event or circumstance:

a. Is not within the control of or the result of the fault or negligence of the Party claiming its occurrence, and

b. Which by exercise of due diligence and foresight could not reasonably have been avoided, including acts of God; sudden action of the elements such as floods, earthquakes, hurricanes, or tornados, lightning, fire, ice storms, smoke or other particulates from volcanoes; sabotage; vandalism beyond that which could reasonably be prevented; terrorism; war; riots; explosion; blockades; insurrection; except as set forth in subsection (e) below, labor strikes, slowdowns or labor disruptions (in which case the Company shall have no obligation to settle the strike or labor dispute on terms it deems unreasonable); actions or inactions by any governmental authority taken after the date hereof (including the adoption or change in any rule, applicable law or regulation or environmental constraints lawfully imposed by such governmental authority) but only if such requirements, actions, or failures to act prevent or delay performance; and inability, despite due diligence, to obtain any licenses, permits, or approvals required by any governmental authority, provided, however, that Force Majeure shall not include:

i. Inability, or excess cost, to procure any equipment necessary to perform the obligations of this Contract;

ii. Acts or omissions of a third party, unless such acts or omissions are themselves excused by reason of Force Majeure;

iii. Mechanical or equipment breakdown or inability to operate, attributable to circumstances occurring within design criteria and normal operating tolerances of similar equipment unless such breakdown or condition was itself caused by an event of Force Majeure;

iv. Changes in market conditions; or

v. Any labor strikes, slowdowns, work stoppages, or other labor disruptions limited to Company, Company's affiliates, or any third party employed by Company.

c. Company may also declare a Force Majeure event if:

i. It enters into a purchase power agreement ("PPA") governing the Xcel Energy Solar Garden and the counterparty to that PPA materially breaches the PPA;

ii. The Company declares an event of default against the counterparty to such a PPA, and that counterparty fails to cure the event of default in the cure period applicable under the PPA; or,

iii. The Xcel Energy Solar Garden does not perform pursuant to the PPA.

5.2 Applicability of Force Majeure. The Party claiming Force Majeure shall not be responsible or liable for any delay or failure in its performance under this Contract, nor shall any delay, failure, or other occurrence or event become an event of default, to the extent such delay, failure, occurrence or event is substantially caused by conditions or events of Force Majeure, provided that:

a. The Party gives prompt written notice describing the particulars of the occurrence of the Force Majeure;

b. The suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

c. The Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the Subscriber describing actions taken to end the Force Majeure; and,

d. When the Party is able to resume performance of its obligations under this Contract, the Company shall give the Subscriber written notice to that effect.

5.3 Except as otherwise expressly provided for in this Contract, the existence of a condition or event of Force Majeure shall not relieve the Party of its obligations under this Contract (including, but not limited to, payment obligations) to the extent that performance of such obligations is not precluded by the condition or event of Force Majeure.

5.4 Limitations on Effect of Force Majeure. In no event will any delay or failure of performance caused by any conditions or events of Force Majeure extend this Contract beyond its applicable Contract Term. In the event that any delay or failure of performance caused by conditions or events of Force Majeure continues for an uninterrupted period of one hundred eighty (180) days from its occurrence or inception, as noticed pursuant to provisions above, the Party not claiming Force Majeure may, at any time following the end of such one hundred eighty (180) day period, cancel this Contract upon written notice to the affected Party.

VI. LIABILITY AND DISPUTE RESOLUTION

6.1 Remedies for Breach. In the event of any breach of this Contract, the non-breaching Party shall have available to it any appropriate remedy for such breach, including those specified in this Contract, any or all of which can be used either singularly or cumulatively, but all of which are subject to the Limitation of Liability provisions of this Contract.

6.2 Limitation of Liability

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

b. Notwithstanding any other provision, with respect to the Company's duties or performance or lack of performance under this Contract, the Company's liability to the Subscriber shall be limited as set forth in the Company's tariffs.

6.3 Dispute Resolution

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

b. In the event a dispute arises under this Contract between the Parties, and if it cannot be resolved by the Parties within thirty (30) days after written notice of the dispute to the other Party, then either Party may refer the dispute for resolution to the Commission.

6.4 Each Party hereby irrevocably and unconditionally waives any right to a trial by jury for the resolution of any dispute arising under this Agreement. Failure of either Party to enforce any term or condition of this Agreement shall not constitute a waiver of that term or condition or of any other term or condition of this Agreement.

6.5 No third party beneficiaries. 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 permitted successors, and permitted assigns.

VII. MISCELLANEOUS

7.1 If any of the representations of the Customer are false or incorrect, such false or incorrect representation shall constitute a material breach of this Agreement.

7.2 All notices and other communications required by the Contract will be in writing and delivered by first class mail, postage prepaid, to the addresses stated in the Contract Cover Document for the party to which it is intended, unless specifically indicated to the contrary. Courtesy notice may also be given electronically by email addressed to the receiving party at the email address stated in the Contract Cover Document. A Party may change its address for notices at any time by providing the other Party written notice of the change, in accordance with this Section.

7.3 Nothing in the Contract shall be construed as creating any partnership, joint venture or other business relationship between the parties. The Subscriber shall not, for any purpose, be considered to be an agent of the Company.

7.4 Subscriber is not relying on any representation, warranty or promise with respect to the Xcel Energy Solar Garden program made by or on behalf of the Company, except to the extent specifically set forth in this Contract. SUBSCRIBER ACKNOWEDGES AND AGREES THAT THE XCEL ENERGY SOLAR GARDEN IS BEING USED AS IS, WHERE IS, AND WITHOUT WARRANTY. ANY WARRANTIES, EXPRESS OR IMPLIED, ARISING BY

OPERATION OF LAW OR OTHERWISE ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.5 The Company makes no warranty or representation concerning the taxable consequences, if any, to the Subscriber with respect to the Solar Production Credits for participation in the Xcel Energy Solar Garden. Additionally, the Company makes no warranty or representation concerning the implication of any federal or state securities laws on how Subscriptions to the Xcel Energy Solar Garden are handled. The Subscriber is urged to seek professional advice regarding these issues.

7.6 This Contract, including the Contract Cover Document, all Attachments, exhibits, and appendices, constitutes the entire agreement between the Parties with regard to the Subscriber's Subscription to the Xcel Energy Solar Garden and supersedes all prior agreements; provided however, that additional clarifying materials are contained in Attachment "B."

7.7 None of the provisions of this Contract shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Contract or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

7.8 In the event of termination or cancelation of this Contract, applicable provisions shall continue in effect after such termination or cancelation to the extent necessary to enforce and complete the duties, obligations or responsibilities of the Parties arising prior to the termination or cancelation and, as applicable, to provide for final billings and adjustments related to the period prior to termination or cancelation, repayment of any money due and owing to either Party pursuant to this Contract.

7.9 This Contract contains all the agreements made between Subscriber 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/SolarConnectCommunity, and Subscriber and Company shall be bound by these posted modifications and amendments. The Subscriber shall comply with all of the rules stated in the Company's applicable tariff related to this Contract, as the same may be revised from time to time as authorized by the Commission. In the event of any conflict between the terms of this Contract and Company's tariff, the provisions of the tariff shall control. Other than these exceptions, Subscriber and Company are not responsible for any agreements other than those stated in this Contract.

7.10 This Contract shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

7.11 This Agreement 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 Agreement, the services to be performed hereunder or either of the Parties hereto.

7.12 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.

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SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Xcel Energy Solar Garden Contract to be executed by their duly authorized representatives.

Subscriber	**Xcel Energy Services Inc. as agent for Northern States Power Company, a Wisconsin corporation**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

VOLUNTARY SOLAR ENERGY RIDER PILOT (SOLAR*CONNECT COMMUNITY[SM])

N

Effective in: All territory served by the Company

Availability: Available to any retail metered electric customer taking service from the Company under Schedules Rg-1, Rg-2, Fg-1, Cg-1, Cg-2, Cg-7, Cp-3, Cg-9, Cp-1, Mp-1, or RTP-1 that chooses to offset electric charges through a Subscription in a Company Solar Garden per the terms of a Solar Garden Contract with the Company, provided that the following requirements are met:

a. The Company Solar Garden must not have less than five (5) Subscribers;
b. No single Subscriber (including its affiliates) may have more than a forty (40) percent interest in a Company Solar Garden.

Subscription Size: A Subscription shall mean a proportionate interest in the beneficial use of the electricity generated by a Company Solar Garden. Subscriptions may be elected in blocks of 200 Watts (DC) and sized up to 100% of the average annual usage at the premise of each Subscriber, as determined by the Company, but the Subscription, when combined with certain other Tariff offerings, may not exceed 100% of the average annual usage as set forth in in the Solar Garden Contract, and in no case may a Subscriber subscribe to more than 400 kW (DC) of solar capacity under this Tariff. If available, the Company will use the most recent 24 months of historical electric energy consumption data to determine the Subscriber's average annual usage.

Program Subscription Limit:
The Company offers the voluntary solar energy rider to retail metered electric customers, beginning at the effective date of the tariff, until fully subscribed. A fully subscribed tariff offering will be reached when the total amount of Subscriptions is equal to 3 MW (DC). Subscriptions may be offered for one or more Company Solar Gardens, but the total amount of capacity available for subscription shall not exceed 3 MW. Any individual Company Solar Garden shall not exceed 1 MW in size.

In processing applications for Subscriptions for a Company Solar Garden, the Company will use a first come, first served, approach to processing applications and will assign each Subscriber to a Company Solar Garden based on the Subscriber's proximity to the nearest Company Solar Garden location with available capacity. In the event available capacity is limited, the Company may give preference to Subscriptions from customers located in the same region as a Solar Garden is located. The Company intends to offer Subscriptions through this tariff, and cannot guarantee customers will have the option to Subscribe to a Company Solar Garden located in their region. To the extent a Company Solar Garden is not subscribed by customers within its region, the Company will open Subscriptions to customers in other regions. The Company reserves the right to determine the size, number and locations of Company Solar Gardens in its sole discretion, consistent with the terms of this tariff.

Subscription Period Length:
The maximum effective term for the monthly Solar Production Credit is 25 years from the beginning of commercial operation of the applicable solar garden. The actual Contract Term applicable to a Subscription begins as identified in the Subscriber's Solar Garden Contract and ends 25 years after the beginning of commercial operation of the applicable Company Solar Garden.

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VOLUNTARY SOLAR ENERGY RIDER PILOT (SOLAR*CONNECT COMMUNITY[SM]) (continued)

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Subscriber Upfront Enrollment Fee: Subscribers will be subject to an Enrollment Fee equal to $1780 per kW (DC) of the Subscription. This fee is due in two parts:

1. An initial Enrollment Deposit Charge, due at the time of enrollment, equal to $200.00 per kW (DC) of the Subscription Size; and
2. The Balance of the Enrollment Fee, due prior to the start of the Contract Term, as defined in the Solar Garden Contract, equal to $1780 per kW (DC) of the Subscription Size minus the Enrollment Deposit Charge already paid (item 1 above).

Upfront Enrollment Fee Price Factor Schedule: The Subscriber Enrollment Fee of $1780 per kW (DC) is subject to application of a percentage factor in Table A below, based on the number of years the Company Solar Garden has been in production at the time of the payment by the Subscriber for enrollment. For purposes of Table A, Year 1 begins on the date of commercial operation of the Company Solar Garden, and the first day of each subsequent year is the anniversary of the date of commercial operation.

Table A. Schedule for Subscription Enrollment Fee Price Factor and Other Cancellation by Company

Year	Percent of Purchase Price	Year	Percent of Purchase Price	Year	Percent of Purchase Price
1	100%	10	66%	19	30%
2	98%	11	62%	20	26%
3	94%	12	58%	21	22%
4	90%	13	54%	22	18%
5	86%	14	50%	23	14%
6	82%	15	46%	24	10%
7	78%	16	42%	25	6%
8	74%	17	38%		
9	70%	18	34%		

Monthly Solar Production Credit: Subscribers will receive a credit on their bill for retail electric service. The amount of the bill credit a Subscriber is eligible to receive will depend upon the type of retail metered electric service the Subscriber receives from the Company. For purposes of the Solar Production Credit, Subscribers will be categorized as either Class 1 (“small”) or Class 2 (“large”) as follows:

Class 1: Customers receiving service under Schedule Rg-1, Rg-2, Fg-1, Cg-1, Cg-2, Cg-7, Cp-3, or Mp-1;
Class 2: Customers receiving service under Schedule Cg-9, Cp-1, or RTP-1.

The Solar Production Credit for solar energy associated with the Subscription shall be at the Company’s average embedded production cost per kWh currently reflected in retail rates for customers in the Subscriber’s Class (1 or 2), or at $0.0740 per kWh for Class 1 and $0.0690 per kWh for Class 2, whichever is higher. The amount of this credit is subject to change as the average embedded production cost per customer reflected in retail rates changes, but the credit will never be lower than $0.0740 per kWh for Class 1 Subscribers, and will never be lower than $0.0690 per kWh for Class 2 Subscribers.

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VOLUNTARY SOLAR ENERGY RIDER PILOT (SOLAR*CONNECT COMMUNITY[SM]) (continued)

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Monthly Solar Production Credit (cont'd'):

The Solar Production Credit Rate currently in effect for Class 1 is **$0.0740** per kWh of solar energy. The Solar Production Credit Rate currently in effect for Class 2 is **$0.0690** per kWh of solar energy.

The Company will provide a Solar Production Credit at the Solar Production Credit Rate on each Subscriber's bill for retail electric service for the applicable Production Month. The Production Month to which the Solar Production Credit is applicable shall not necessarily match the billing period for the retail electric service bill in which the Solar Production Credit is applied.

Cancellation: The Subscriber is not eligible to receive a refund of any portion of the upfront enrollment fee upon cancellation of the Subscription except as described in the paragraph titled Refund Upon Cancellation below.

The Solar Garden Contract with the Subscriber is considered to be cancelled and is not eligible to a refund of the pro rata share of the upfront enrollment fee upon any of the following circumstances:

1. The Subscriber for 90 days or more is no longer the customer of record for the Service Address identified in the Subscriber's Solar Garden Contract, and the Solar Garden Contract was not properly assigned to another eligible Service Address before the end of this 90 day period.
2. In the event that the Subscriber (including its affiliates, partnership it belongs to, and any situation where it and another have a joint or common interest) has more than a 40% interest in the beneficial use of electricity generated by a Company Solar Garden, the level of participation above such a 40% interest shall be canceled and is subject to the cancellation charge for the portion of the Subscription Size above the 40% interest cap. The Company will provide notice to the Subscriber of the effective date and level of the new Subscription Size.
3. If any of the representations of the Subscriber are false or incorrect, such false or incorrect representation shall constitute a material breach of the Solar Garden Contract and the Company may cancel the Solar Garden Contract upon notice to the Subscriber.

Refund Upon Cancellation: In the event the Subscriber provides notice of cancellation due to Force Majeure, or due to the Subscriber moving or relocating outside the Service Territory of the Company, or ceasing to be a customer of the Company for other reasons, the Company will refund a pro rata share of the Subscriber's Enrollment Fee, as set forth in Table B below, except that a Subscription that has been donated under the paragraph titled Subscription Donation below is not eligible for a refund under this paragraph. For purposes of Table B, Year 1 begins on the date of commercial operation of the Company Solar Garden, and the first day of each subsequent year is the anniversary of the date of commercial operation.

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VOLUNTARY SOLAR ENERGY RIDER PILOT (SOLAR*CONNECT COMMUNITY[SM]) (continued)

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Refund Upon Cancellation (cont'd):

Table B. Cancellation Due to Moving/Relocation Refund Schedule

Year	Percent of Purchase Price	Year	Percent of Purchase Price	Year	Percent of Purchase Price
1	98%	10	62%	19	26%
2	94%	11	58%	20	22%
3	90%	12	54%	21	18%
4	86%	13	50%	22	14%
5	82%	14	46%	23	10%
6	78%	15	42%	24	6%
7	74%	16	38%	25	2%
8	70%	17	34%		
9	66%	18	30%		

Subscription Transfer: A Subscriber may elect to transfer the Subscription to a new premise of the Subscriber which is in the Service Territory of the Company. Such transfer is not subject to cancellation provided that the Subscriber notifies the Company within 90 days of ceasing to be the customer of record for the premise as described in the Solar Garden Contract. In the event that a Subscription of the same Size at the new premise would exceed 100% of the average annual usage at the new premise, then the Subscription will be reduced without charge to a level which complies with the maximum Subscription Size, described above, for the new premise and other requirements of the Solar Garden Contract. The Company will provide written or email notice as to the effective date of the transfer to the new Service Address and the new Subscription Size, and this information will be deemed to replace the corresponding information on the Solar Garden Contract. In the event of a reduction in Subscription Size due to transfer, the Company will refund the excess portion of the Subscription at a percentage of the refund amount using Table A above.

Subscription Donation: In the event the Subscription is eligible for a Subscription Transfer or a Refund Upon Cancellation as described above, the Subscriber may instead elect to donate the Subscription to a not-for-profit organization that is a retail metered electric customer of the Company. Subscription Donation will only be effective if the recipient satisfies the terms and conditions applicable to the Subscription and the Solar Garden Contract and assumes all responsibilities associated therewith. Once a Subscription has been donated, this paragraph will no longer apply, and the Subscription will no longer be eligible for further donation, except as noted below.

In the event a not-for-profit organization that has received a donated subscription ceases to be a customer of the Company, the Company will identify another interested and eligible not-for-profit organization that is a retail metered electric customer of the Company to receive donation of the Subscription.

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(continued)

VOLUNTARY SOLAR ENERGY RIDER PILOT (SOLAR*CONNECT COMMUNITY[SM]) (continued)

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Cancellation by Company: The Company shall have the unilateral right to cancel a Subscription at any time if the Company Solar Garden does not achieve commercial operation, experiences a Force Majeure event, or for any other reason. Upon cancellation by the Company for any reason other than violation of any of the rules of this Voluntary Solar Energy Rider, the Company shall refund a pro rata share of the Subscriber's Enrollment Fee using Table A above, except that a Subscription that has been donated under the paragraph titled Subscription Donation above is not eligible for a refund under this paragraph.

Terms and Conditions

1. In addition to the rate above, all rates and condition of delivery of the applicable rate schedule under which the customer is currently served are applicable.
2. All terms and conditions apply as stated in the Solar Garden Contract between the Company and the Subscriber for participation in a Company Solar Garden.
3. All Renewable Energy Credits (RECs) associated with the Subscription shall be assigned to the Company on behalf of the Subscriber, and the Company shall retire any RECs associated with a Subscription that are tracked in the Midwest Renewable Energy Tracking System program or any similar program on behalf of the Subscriber.
4. A customer may only subscribe to both this schedule and the Company's Voluntary Renewable Energy Rider (Windsource®) if the total amount of both subscriptions combined does not exceed 100% of the average annual usage at the premise of the Subscriber. If a customer's premise is served by distributed generation resources, the Subscription Size combined with the distributed generation resources may not exceed 100% of the average annual usage at the premise of the Subscriber.
5. Solar gardens shall be interconnected to the Company's distribution system, and there shall be no more than 1 MW of Company Solar Garden capacity interconnected to a single distribution feeder.
6. If the Solar Production Credit exceeds the amount owed in any billing period, the excess portion of the Solar Production Credit in any billing period shall be carried forward and credited against all charges.
7. All rates are subject to periodic re-pricing as approved by the Public Service Commission of Wisconsin.
8. Service under this schedule provides for generation or purchase of solar energy into the Company's system and not for actual delivery to the customer.
9. The Company reserves the right to deny or terminate Subscriptions under this tariff to customers in arrears with the Company.
10. The Company reserves the right to limit Subscriptions due to the availability of solar energy from Company Solar Gardens.
11. The Company reserves the right to terminate this pilot program in its sole discretion upon a requisite filing to the Public Service Commission of Wisconsin.

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