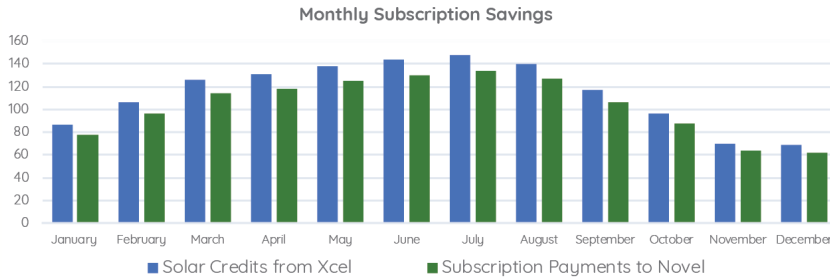


HOW YOU SAVE WITH YOUR SUBSCRIPTION

+ \$\$\$ Receive solar credits from Xcel
- \$\$ Pay Novel for your subscription
+ \$ Save the difference



Your **Savings** is equal to the difference between the **Solar Credits** Xcel applies to your electric bill and the **Payments** you make to Novel.



This is an illustration of a household using 11,000 kWh's per year, and is based on the 2020 VOS structure for MN residential customers under the Solar Rewards Community program. Actual savings are subject to a number of factors, including actual solar production, utility electricity rates, and Novel Energy Solutions.

Here are the key terms of your Novel Energy Subscription Agreement

- Locked In Discount Rate & Savings** – (\$0.01) per kWh off the applicable solar credit rate ~10% annual savings [section 11]
- Friendly Agreement Terms** – Transfer or terminate your subscription agreement with 60 days written notice [section 7]
- Easy Payments** – Make your payments automatically with electronic funds transfer [see section 15]
- Guaranteed Not to Lose Money** – Never pay more than what the utility charges for power [subject to Section 2.1, below]

The Novel Energy Solutions Promise

- \$0 to join, no hidden fees & guaranteed not to lose money
- Simple sign-up process – only 10 minutes to lock in guaranteed savings
- You will always receive your solar credits before making your subscription payment
- No interruption to how you receive the electricity at your home
- Access to a savings portal to review monthly and annual solar savings

TERMS AND CONDITIONS

This Solar Garden Subscription Agreement is entered into on _____, by and between the Customer, _____ (the "Customer") and Novel Energy Solutions L.L.C., a Minnesota limited liability company. Customer hereby agrees to subscribe to a community solar garden ("CSG") pursuant to the terms of MN Value of Solar ("VOS") program at 120% of Customer's historical usage.

By signing below, you hereby (i) agree that you consent to the terms of the attached VOS Residential Terms and Conditions, (ii) acknowledge that you have reviewed and understand the VOS Residential Terms and Conditions, and (iii) acknowledge and agree that your participation in the program and eligibility to receive any services under this agreement are expressly subject to you providing the necessary information and meeting the eligibility requirements detailed in the VOS Residential Terms and Conditions.

ACCEPTED AND AGREED:

By:
Name:
Date:



**VOS Residential
Terms and Conditions**

Subscriber Information

Customer wishes to subscribe to, and Provider will reserve the following maximum amount in the CSG(the “Reserved Capacity”):

- up to 120% of Customer’s historical usage, the maximum allowed by the VOS program
- _____ kWh

Xcel will provide, and the Public Utility Commission (“PUC”) shall approve, a **Solar Credit Rate (“SCR”)** applicable to each CSG. The Initial Estimated SCR is ten hundred fifty-four ten-thousandths dollars (\$0.1054) per kWh of solar production.

Customer agrees to pay the **Subscription Rate**, which is defined as the difference between the SCR and Discount Rate. The **Discount Rate** shall be equal to one cent (\$0.01) per kilowatt hour (kWh) off of the applicable Solar credits Rate. The Initial Estimated Subscription Rate is nine hundred fifty-four ten- thousandths dollars (\$0.0954) per kWh.

Customer will be invoiced monthly for the production posted to utility account(s) since the previous invoice date. Customer agrees to pay monthly invoices via an ‘automatic funds transfer’. The first invoice will be issued two months after the garden’s Commercial Operation Date. The Subscription Payment will be calculated by multiplying the total CSG production by the Percentage Allocation and the Subscription Rate.

Customer acknowledges receipt of Novel’s VOS Residential Terms and Conditions and agrees to their incorporation into the terms of this Agreement.

The Parties agree to receive notice at the Customer and Provider points of contact noted below:

| <u>Customer</u> | <u>Service Address</u> | <u>Provider</u> |
|---|---|---|
| Name: Address: Email: Phone: Referral: | Address: Account Number: Premise Number: | Novel Energy Solutions 2303 Wycliff Street, Suite 300 St. Paul, MN 55114 CustomerService@NovelEnergy.biz 612-345-7188 |



VOS Residential Terms and Conditions

1. **Services:** Subject to the terms hereof, Novel Energy Solutions L.L.C. (“NES”), agrees to provide the Customer with Xcel Value of Solar (“VOS”) solar subscription services in accordance with Minn. Stat. § 216B.1641 (hereafter, “Services”) as specified in the VOS Residential Subscription Agreement provided to the Customer to which these terms and conditions are attached (collectively, the “Agreement”).
2. **Term:** The term of this Agreement shall commence on the date upon which the applicable community solar garden is authorized by Xcel to generate and deliver electrical energy to the transmission system, the Commercial Operation Date (“COD”); and shall terminate on the date which is twenty-five (25) years thereafter.
 - 2.1 **Guaranty:** This agreement guarantees that the Customer will not lose money with this subscription, provided that Customer complies with payment terms and termination provisions.
3. **Effective Date:** The Effective Date of each Agreement shall be either the COD or the date of execution of the Agreement, whichever date occurs later.
4. **System Production Risk:** Monthly Subscription Payments are based on the actual CSG production posted to the Customer’s account(s) since the previous invoice date which ensures the Customer only pays for realized solar credits. The Subscription Rate is a fixed discount to the Solar credits Rate to provide a guaranteed savings for the Customer on all energy produced by the CSG.
5. **Onsite Electric Usage Guarantee:** NES guarantees that in no way will entering into this contract change or interfere with the Customer’s existing electric infrastructure.
6. **Termination:** Customer may terminate this Agreement upon the occurrence of any of the following:
 - 6.1. **Termination Option upon 60 Days’ Notice:** If at anytime the Customer wishes to terminate this Agreement, Customer may do so without penalty by giving Provider sixty (60) days’ written notice. Upon giving sixty (60) days’ written notice, Customer may leave at the earlier of (a) Provider finding a replacement subscriber or (b) sixty (60)) days after giving notice.
 - 6.2. **Ceasing to be an Eligible Xcel Customer:** If at any time the Customer moves or relocates outside the utility service area that is eligible to subscribe to the CSG and is no longer eligible to subscribe to the CSG, the customer may leave with a termination fee equal to the most recent three months of billed CSG subscription payments. This will be waived if Subscriber gives at least 2 (two) months notice prior to termination.
- 6.3. **No Fee Termination:** Customer may terminate this Agreement without a fee only under the following circumstances:
 - 6.3.1. In the event the COD is not achieved within twenty four (24) months after the date of execution of this Agreement, either Party may terminate this Agreement, without liability, by providing the other Party with a written notice of termination.
 - 6.3.2. In the event Provider breaches, fails to perform, or fails to comply with any representation, warranty, obligation, covenant or agreement described in this Agreement and such failure continues for a period of forty five (45) days after written notice thereof.
 - 6.3.3. Customer may terminate this Agreement within three business days of Customer’s signature of this Agreement by completing the termination notice attached hereto as Exhibit A and returning it to Provider in accordance with the instructions found on Exhibit A.
7. **Reserved Capacity:** The Reserved Capacity is defined as the maximum kilowatt-hours (kWhs) NES will reserve for Customer in each community solar garden (CSG). This is estimated by evaluating the Customer’s historical energy usage. Xcel limits subscriptions to 120% of Customer’s average annual usage.
8. **Percentage Allocation:** This is defined as the maximum amount of the Reserved Capacity that is eligible for subscription. This is calculated by dividing the Reserved Capacity by the CSG’s total annual kilowatt hour production as determined by Xcel Energy and independent testing.
9. **Subscription Amount:** The Subscription Amount is defined as the kilowatts (KW) the Customer will be subscribed to in each community solar garden (CSG). This is calculated by multiplying the Percentage Allocation by the CSG’s total size in kilowatts direct current (KW DC) as determined by Xcel Energy and independent testing.
10. **Discount Rate:** The Discount Rate off of the solar credits Rate is \$0.01 / kWh (one cent per kilowatt hour).
11. **Solar Credit Rate:** The Solar Credit Rate (SCR) will change annually throughout the Term of this Agreement. A new SCR shall be proposed by Xcel to the PUC on or about the first quarter of each calendar year. Once a SCR is set for a CSG, that SCR will not change aside from the predetermined annual increase. Any changes to the SCR do not impact the Discount Rate.
12. The SCR is credited to the Customer’s utility bill based upon the production of the CSG(s) to which the Customer is subscribed. The solar credits amount shall be calculated by Xcel by multiplying the SCR by the kilowatt hours (kWhs) produced by the CSG each billing period and by the CSG Percentage Allocation of corresponding Customer.



13. **Solar Credits Exceptions:** If the amount of solar credits exceeds the amount owed on Customer's Xcel electric utility bill in any billing period, the excess shall be governed by the Customer's utility contract with Xcel, or applicable law.
14. **Subscription Rate:** The Subscription Rate shall be determined by subtracting the applicable Discount Rate from the applicable SCR at that time.
15. **Subscription Payment:** Beginning with the second calendar month following the Commercial Operation Date, NES shall invoice Customer for the Monthly Subscription Payment for the solar credits posted to Customer's account since the prior invoice date. Customer shall make all payments through an "automatic transfer of funds" prior to the invoice due date. For clarity, no payments shall be due to NES until 60 days following the CSG's Commercial Operation Date.
16. **Monthly Subscription Payment:** The Monthly Subscription payment is calculated by multiplying the total CSG production posted to Customer's Service Address since the prior invoice date by the Subscription Rate.
17. **Outstanding Balances/Interest:** Any amounts not paid prior to the invoice due date will accrue interest at a rate of eight percent (8%) per annum (and if less than eight percent (8%) per annum, the maximum rate permitted by law) from the invoice due date until NES receives payment.
18. **Outages:** NES shall not invoice Customer during CSG outages lasting longer than twenty (20) consecutive days. NES shall provide written notice to Customer when it becomes aware that the corresponding CSG is out of service for longer than five (5) consecutive days, which notice shall include an estimate of how long the outage will last and the estimated loss of electricity production.
19. **Subscriber Eligibility Requirements:** As a condition precedent to entering into this Agreement, Customer must meet all applicable Subscriber Eligibility Criteria as provided in MN § 216B.1641 and VOS program regulations. Should Customer no longer qualify under the Subscriber Eligibility Criteria, this Agreement may be subject to termination by NES, Xcel, or a governmental authority having jurisdiction over the Xcel Solar*Rewards Community Program.
20. **Annual Reports:** In the first March which is at least twelve (12) full months following the Effective Date, and each March thereafter until the expiration or earlier termination of this Agreement, NES shall provide Customer an annual report describing the annual energy production of the Project for the prior calendar year.
21. **Environmental Attributes, Tax Credits, etc.** Customer's purchase of the Subscription Amount will not include benefits or derivatives of Renewable Energy Credits ("RECs") or green tags, carbon offset credits, rebates, unsubscribed electrical

energy, tax credits, tax or environmental attributes associated with owning or operating the Project, or any other attributes of owning the Project (collectively "Environmental Attributes"). Customer acknowledges and agrees that all RECs and Environmental Attributes shall be retained by NES and that NES will be required to transfer ownership of all RECs to Xcel pursuant to the CSG Contract. All unsubscribed electrical energy generated by the Project shall be treated as unallocated and Xcel will purchase all unallocated energy from NES at the applicable Tariff rate. In addition, Customer agrees to reasonably cooperate with NES so that NES may claim any Environmental Attributes from the Project.

22. **Transfer and/or Assignments:** No Party may assign or transfer this Agreement except as follows:

- 22.1. **Customer Assignment or Transfer:** Customer may only assign or transfer this Agreement with NES's prior written approval, which approval is in NES's sole and absolute discretion, and Customer's payment to NES of all amounts due and owing to NES after reconciliation of the Monthly Subscription Payments for the period prior to the effective date of the assignment or transfer. Upon the execution of Customer's transfer request, neither NES nor Xcel shall have any liability to Customer or be required to refund Customer any money under this Agreement. In the event the Customer transfers a portion of its subscription, the transfer fee shall be prorated. Customer shall not profit from, or receive any payment as a result of, any assignment or transfer of this Agreement.

- 22.2. **Customer New Service Address(es) within Xcel:** The Parties agree this Agreement shall remain in full force and effect and automatically transfer without any fee to Customer's new Service Address(es) in the event Customer's Service Address(es) change, provided Customer remains an Xcel customer eligible to participate in the corresponding CSG under Minn. Stat. § 216B.1641 and Customer continues to satisfy the Subscriber Eligibility Criteria.

- 22.3. **NES' Assignment, Transfer, or Reallocation:** NES may assign or transfer this Agreement to any affiliate, financial institution, or entity without providing Customer prior notice and without obtaining Customer's prior consent, and upon any such assignment or transfer, NES shall be released from all future obligations under this Agreement. NES may transfer or allocate this Agreement and/or Subscription Amount to multiple CSG's and upon such transfer or reallocation will provide Customer updated disclosure information pursuant to the Agreement. Any assignment, transfer or reallocation shall not alter the Customer Discount Rate, contract length, termination provisions, billing mechanics, customer transfer options, eliminate arbitration as a dispute mechanism, or any key default provision.

23. **Service Address Registration:** Per Xcel Solar*Rewards Community program rules, a Subscriber Agency Agreement and



Consent Form (the "Agency Agreement") is required to register Customer's Service Address(es) for monthly solar credits payments. For Customer's convenience, Customer will sign a blank Agency Agreement and gives NES permission to apply the signature page to any necessary CSG Agency Agreement in the event the Customer is registered into multiple CSGs.

24. Default & Remedies:

24.1. Events of Default:

24.1.1. Events of Default. The following shall constitute an "Event of Default":

- 23.1.1.1.** A Party fails to make any payment due under this Agreement and such failure continues for a period of forty-five (45) days;
- 23.1.1.2.** A Party breaches, fails to perform, or fails to comply with any representation, warranty, obligation, covenant or agreement described in this Agreement and such failure continues for a period of forty-five (45) days after written notice thereof by the other Party;
- 23.1.1.3.** A Party has provided false or misleading financial or other information to enter into this Agreement;
- 23.1.1.4.** Customer assigns, transfers, encumbers, or sells this Agreement or any part of its Subscription Amount or solar credits in violation of Transfers and/or Assigns section; or
- 23.1.1.5.** Customer makes an assignment for the benefit of creditors, admits in writing its insolvency, or is subject to a petition for dissolution or reorganization, voluntary or involuntary, under the U.S. Bankruptcy Code.

24.2. Remedies: Upon the occurrence of an Event of Default, NES may take any rights and/or remedies available to it at law or in equity. All rights, powers, and remedies provided under this Agreement are cumulative and not exclusive of any rights, powers, or remedies provided by applicable law. NES may terminate the agreement and replace the defaulting Customer, which will not waive payments owed or default fees.

24.3. Attorney's Fees: If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorney's fees and all other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

25. Limitation of Liability, Arbitration, Indemnification

25.1. Limitation of Liability: Except as provided in the Early Termination and Transfer and/or Assigns sections with respect to Customer's liability upon termination or transfer of the Agreement, 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 hereby waives its rights to any such damages. To the maximum extent permitted by law, NES' liability arising under or in connection with this agreement cannot exceed the total overpayments made to NES by Customer for electricity produced to date.

25.2. NO WARRANTY: EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NES MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE PROJECT OR ITS OBLIGATIONS HEREUNDER. NES DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NES DOES NOT WARRANT OR GUARANTEE THE AMOUNT OF ELECTRICITY PRODUCED BY CSG OR CUSTOMER'S PERCENTAGE ALLOCATION.

25.3. Arbitration: Any dispute, disagreement, or claim between Customer and NES arising out of or in connection with this Agreement shall be submitted to final and binding arbitration, in accordance with the Consumer Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate is governed by the Federal Arbitration Act. This arbitration clause replaces the right to participate in a class action or similar proceeding.

25.4. Indemnification: To the maximum extent permitted by law, each Party agrees to indemnify, protect, defend, and hold harmless the other Party and its successors and assigns, and their employees, officers, directors, and agents, from any and all damages, losses, claims, costs, or expenses (including reasonable attorneys' fees) or any liability resulting from any action or suit by any third party, of any kind resulting from the failure of such Party to comply with any of the terms or conditions of this Agreement applicable to such Party.

26. Miscellaneous:

26.1. Force Majeure: Except as specifically provided in this Agreement, if by reason of Force Majeure, NES is unable to carry out, either in whole or in part, any of its obligations described in this Agreement, NES shall not be deemed to be in default during the continuation of such inability, provided that, within a reasonable time after the occurrence of the Force Majeure event, NES gives Customer notice describing the particulars of the occurrence and the anticipated period of delay, and uses reasonable efforts to remedy the cause(s) preventing it from carrying out its obligations. "Force Majeure" as used in this Agreement means any event or circumstances



beyond the reasonable control of NES not resulting from NES's negligence.

- 26.2. Waiver:** Any delay or failure of a Party to enforce any of the provisions of this Agreement, or to require performance by the other Party of any of the provisions of this Agreement, shall not be construed to
- 26.2.1.** be a waiver of such provisions or a Party's right to enforce that provision; or
 - 26.2.2.** affect the validity of this Agreement.
- 26.3. Severability:** If any portion of this Agreement is determined to be invalid or unenforceable in any respect under applicable law, the remainder of this Agreement shall not be affected thereby, and each term, covenant, or condition of the Agreement will be valid and enforceable to the fullest extent permitted by applicable law, unless such invalidity or unenforceability frustrates or negates an essential purpose of this Agreement.
- 26.4. Notices:**
- 26.4.1.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed delivered:
 - 26.4.1.1.** upon receipt, when delivered personally;
 - 26.4.1.2.** upon receipt, when sent by email (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or
 - 26.4.1.3.** on the second day after mailing if mailed to the parties to whom notice is to be given, by first class mail, postage prepaid, and properly addressed to the Provider address noted within the Subscriber Agreement page.
 - 26.4.2.** Any Party may change the address for purposes of this Section by giving the other written notice of the new address in the manner set forth above.

- 26.5. Entire Agreement:** This Agreement and all documents referenced herein contain the entire agreement between Parties with respect to the subject matter hereof and supersede all other understandings or agreements between the Parties relating to the subject matter hereof.
- 26.6. Binding Effect:** This Agreement is binding upon the Parties and their successors and permitted assigns.
- 26.7. Survival:** The provisions of Limitation of Liability, Arbitration, Indemnification section of this Agreement shall survive the expiration or earlier termination of this Agreement.
- 26.8. Governing Law:** The Agreement is made in the state of Minnesota and will be governed by Minnesota law, without regard to principles of conflicts of law, together with any applicable federal law.
- 26.9. Counterparts:** This Agreement may be executed and delivered in identical counterparts by exchange of electronic copies showing the signatures of the Parties, which shall constitute originally signed copies of the same Agreement requiring no further execution. Each counterpart, when assembled, will be a complete original and fully effective instrument. Any acceptance of this Agreement by affirmation through a DocuSign Electronic Signature, or similar system, shall be deemed a binding acceptance of this Agreement and shall be valid as a signature.
- 26.10. Headings:** The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.



EXHIBIT A

Notice of Cancellation

Date of Transaction: _____

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the date of transaction (i.e., the date on which you signed the Agreement). If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within TEN DAYS following receipt by the seller, Novel Energy Solutions L.L.C. ("Seller"), of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the Seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the Seller regarding the return shipment of the goods at the Seller's expense and risk. If you do make the goods available to the Seller and the Seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Seller, or if you agree to return the goods to the Seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a written notice to Novel Energy Solutions L.L.C., 2303 Wycliff Street, Suite 300, St. Paul, MN 55114 NOT LATER THAN MIDNIGHT of the date that is THREE BUSINESS DAYS from the date you signed the Agreement.

I, _____, HEREBY CANCEL THIS TRANSACTION on _____.

Customer's Signature:

