
Amendment to Standard Contract for Solar*Reward Community

**(Addressing Insurance Requirements for a Co-Located Community Solar Garden Site
and Addressing Aggregate Limits)**

This amendment to that certain Standard Contract for Solar*Reward Community ("Amendment ") is entered into as of the last date set forth below, by and between _____ ("Community Solar Garden Operator") and Northern States Power Company, a Minnesota corporation ("Xcel Energy").

Community Solar Garden Operator and Xcel Energy previously have entered into that certain Standard Contract for Solar*Reward Community for a solar photovoltaic electric generating facility with a nameplate capacity of ____ kilowatts of alternating current (AC), on property located at _____ pertaining to SRC #: _____ ("Standard Contract for Solar*Reward Community"). Also, for this same SRC#, the Community Solar Garden Operator previously has entered into an Interconnection Agreement with Xcel Energy.

Community Solar Garden Operator and Xcel Energy desire to amend that Standard Contract for Solar*Reward Community to amend certain provisions. Community Solar Garden Operator and Xcel Energy agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the meanings set forth in the Standard Contract for Solar*Reward Community and in the Interconnection Agreement.
2. **Additional Terms Regarding Insurance.** Paragraph 5 as found on Section 9, Sheet 75, of the Standard Contract for Solar*Reward Community currently provides as follows:
 5. Interconnection Requirements. The Community Solar Garden Operator must sign an Interconnection Agreement under Section 10 of the Company's rate book, and comply with all of the terms and conditions of that Interconnection Agreement except as otherwise specified in this Contract. The following additional interconnection terms also apply.
 - A. Term of Interconnection Agreement. While the Company's tariff pertaining to its Interconnection Agreement generally provides that the term of the Interconnection Agreement may be up to twenty (20) years, where the tariffed Interconnection Agreement is used in conjunction with this tariffed Contract, the term of the Interconnection Agreement may end twenty five (25) years after the Date of Commercial Operation.
 - B. To the extent to which the ADDITIONAL TERMS AND CONDITIONS set forth in Section 9, Sheets 68 through 68.16 differ from the Section 10 tariff, these ADDITIONAL TERMS AND CONDITIONS shall control.

Through the present Amendment, the following provision is added to Paragraph 5 referenced above:

- C. When the Community Solar Garden is Co-Located with one or more other Community Solar Gardens at the same Community Solar Garden Site, then all Co-Located Community Solar Gardens at the same Co-Located Community Solar Garden Site to which this Paragraph C applies may collectively share the same insurance requirements as set forth in Section 10, Sheets 122-123 in the applicable Interconnection Agreements based on the aggregate total of the Gross Nameplate Ratings of the Generation Systems, provided that this provision allowing sharing of the insurance requirements only applies during the time period that the Community Solar Garden Operator (also known as the Interconnection Customer under the Interconnection Agreement) is either:
 1. the same legal entity for all of the Co-Located Community Solar Garden Sites, or



2. a corporate affiliate of all of the other Community Solar Garden Operators (Interconnection Customers) for all of the Co-Located Community Solar Garden Sites.

Each such Community Solar Garden Operator and each such Interconnection Customer are jointly and severally liable for obtaining such insurance. Any failure to have or maintain such insurance to the full extent required shall be considered to be non-compliance with each Interconnection Agreement.

- D. Where insurance is obtained for the Community Solar Garden to comply with the insurance requirements as set forth in Section 10, Sheets 122-123, and such insurance through the same insurance policies also provides the required insurance for other Community Solar Garden Sites in the Minnesota Solar*Rewards Community program, such insurance (including the primary policy and any applicable excess policy) together need not have aggregate limits of liability any greater than \$35,000,000 (thirty-five million dollars), provided that this provision allowing for this aggregate cap in the required insurance only applies to the Community Solar Garden Sites for each SRC number that has this signed Amendment and only applies during the time period that the Community Solar Garden Operator (also known as the Interconnection Customer under the Interconnection Agreement) is either:

1. the same legal entity for all such Community Solar Garden Sites, or
2. a corporate affiliate of all such Community Solar Garden Operators (Interconnection Customers) for all such Community Solar Garden Sites, and provides clear documentation of affiliation.

This \$35,000,000 aggregate limit amount may be evaluated as a program requirement by the Company in January 2022 and every five (5) years thereafter to ensure adequate aggregate coverage over the 25-year term of the contract. If in the Company's determination, based on its review in January 2022 or every five years thereafter, that the aggregate limit amount is no longer sufficient, it may issue a notice to the Community Solar Garden Operator that this Amendment is to be canceled. However, this notice of cancellation shall only become effective if there is another MPUC authorized amendment providing for a different aggregate limit amount. The Company shall file this new proposed amendment with the MPUC prior to implementing the cancellation, and parties will have a 30-day period following this filing of the proposed amendment to file an objection. If an objection is timely filed the Company may issue its notice of cancellation, but it would not become effective until if and when the Commission issues an order authorizing the new amendment. If no objection is filed within the 30 days of the filing of the proposed amendment, then notice of cancellation would become effective when received by the Community Solar Garden Operator, and the Solar Garden Operator would need to sign the new amendment and adhere to its terms.

3. **No Other Amendments.** Except as specifically provided in this Amendment, no other amendments, revisions or changes are made or have been made to the Standard Contract for Solar*Reward Community other than those amendments which have been authorized by the Minnesota Public Utilities Commission. All other terms and conditions of the Standard Contract for Solar*Reward Community not subject to any other amendment shall remain in full force and effect, and the Parties hereby ratify and confirm their rights and obligations under the Standard Contract for Solar*Reward Community, as amended hereby.



SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to the Standard Contract for Solar*Reward Community to be executed by their duly authorized representatives. This Amendment is effective as of the last date set forth below. Each Party may sign using an electronic signature. Electronic signatures shall have the same effect as original signatures. Copies of signatures to this Amendment shall be as valid as original signatures.

Community Solar Garden Operator

By: _____

Name: _____

Title: _____

Date: _____

Northern States Power Company, a Minnesota corporation

By: _____

Name: _____

Title: _____

Date: _____