

SRC SUBSCRIBER AGENCY AGREEMENT
FOR XCEL ENERGY SOLAR*REWARDS COMMUNITY PROGRAM

SRC Subscriber Name:	<u>Town of Frisco</u>
SRC Subscriber Retail Customer Account Number:	<u>See Attachment A</u>
SRC Subscriber Service Address:	<u>See Attachment A</u>
SRC Subscriber E-mail Address:	<u>bonniem@townoffrisco.com</u>
SRC Subscriber Mailing Address:	<u>1 Main St Frisco, CO 80443</u>
SRC Subscriber Phone Number:	<u>(970) 668-9138</u>
SRC Producer (Subscriber Organization) Name:	<u>See Attachment B</u>
Solar Garden ID:	<u>See Attachment B</u>
Location of Solar Garden:	<u>See Attachment B</u>
SRC Subscriber's Initial Subscription Share:	<u>See Attachment A</u>

The undersigned SRC Subscriber hereby authorizes See Attachment B ("SRC Producer"), and SRC Producer hereby accepts the responsibility, to act as SRC Subscriber's agent for purposes of selling to Public Service Company of Colorado ("Public Service") all of SRC Subscriber's beneficial interest in and to the Photovoltaic Energy and associated Renewable Energy Credits generated by, and delivered to Public Service from, the Photovoltaic Energy System ("PV System") identified above, including full authority for SRC Producer to enter into a long-term contract on behalf of SRC Subscriber for such sale and to administer such contract, all pursuant to Public Service's Solar*Rewards Community Program and Rate Schedule SRC of Public Service's electric tariff on file with the Colorado Public Utilities Commission ("Commission") and in effect from time to time.

1. Duties of SRC Producer Generally. SRC Producer shall be responsible for issuing and managing the subscriptions of all SRC subscribers in the PV System and for selling to Public Service the subscribed and unsubscribed portions of the Photovoltaic Energy and associated Renewable Energy Credits generated by the PV System and delivered to Public Service at the production meter located at the PV System site. In performing such functions, SRC Producer shall be solely responsible for communicating directly to Public Service SRC Subscriber's information concerning its subscription in the PV System, including its beneficial interest in the Photovoltaic Energy and associated Renewable Energy Credits generated and produced by the PV System. SRC Subscriber acknowledges and agrees that Public Service shall exclusively rely on such information as regularly and timely communicated from the SRC Producer for the purpose of calculating the SRC Credit that will be applied by Public Service and reflected on SRC Subscriber's subsequent electric service bills as compensation for Public Service's receipt of SRC Subscriber's share of the Photovoltaic Energy and associated Renewable Energy Credits generated and produced by the PV System, in accordance with Rate Schedule SRC of Public Service's Colorado Public Utilities Commission electric tariff.

2. Adjustments of Prior Period SRC Bill Credits. To the extent the subscription information communicated by SRC Producer to Public Service and used by Public Service for purposes of calculating the SRC Credit applied on SRC Subscriber's electric service bill was incorrect, SRC Producer shall be responsible for processing all corrections or other adjustments of SRC Credits previously applied by Public Service to SRC Subscriber's electric service bills and to collect any overpayments and remit any underpayments for all such SRC Credits, as necessary, among SRC Subscriber and other SRC subscribers owning subscriptions in the PV System. SRC Subscriber acknowledges and agrees that any such corrections in amounts previously applied by Public Service as an SRC Credit on any of SRC Subscriber's electric service bills for prior periods shall be administered exclusively by SRC Producer, and that Public Service shall not be required to increase or reduce any SRC Credit previously applied to SRC Subscriber's electric service bill in any prior period to the extent such corrections are the result of incorrect subscription information for the PV System communicated to Public Service by SRC Producer. In connection with SRC Producer's execution of its responsibilities to process any such adjustments to SRC Credits previously applied by Public Service with respect to the PV System, SRC Subscriber hereby authorizes Public Service to disclose and release to SRC Producer any and all information reflected on SRC Subscriber's bills for retail electric service for all relevant periods, as may be necessary for SRC Producer to fully and properly administer such prior period adjustments among all SRC subscribers in the PV System.

3. Limitation of Agency. This Agency Agreement shall only serve to authorize SRC Producer to act as SRC Subscriber's agent with respect to SRC Subscriber's beneficial interest in and to the Photovoltaic Energy and associated Renewable Energy Credits generated by the PV System and delivered to Public Service to the extent that SRC Subscriber's subscription continues from time-to-time to qualify as a valid subscription in the PV System in accordance with Section 40-2-127, C.R.S., the effective rules and regulations promulgated thereunder by the Colorado Public Utilities Commission, and Rate Schedule SRC of Public Service's Colorado Public Utilities Commission electric tariff.

4. Term of Agency and Termination. (a) This Agency Agreement shall become effective upon its execution by both SRC Subscriber and SRC Producer and shall continue in effect for so long as a valid and existing contract between Public Service and SRC Producer for the purchase and sale of such Photovoltaic Energy and associated Renewable Energy Credits shall continue in effect.

(b) This Agency Agreement may be terminated by either SRC Producer or SRC Subscriber upon Public Service's receipt of notice that SRC Subscriber's subscription in the PV System has been terminated or transferred in its entirety, or that SRC Subscriber no longer holds an interest in the beneficial use of the Photovoltaic Energy and associated Renewable Energy Credits generated by the PV System.

(c) This Agency Agreement shall automatically terminate upon: (i) the effective date of the termination of the contract between SRC Producer and Public Service for the purchase and sale of Photovoltaic Energy and associated Renewable Energy Credits generated by the PV System; or (b) in the event of an effective assignment by SRC Producer of such contract, where Public Service has consented to such assignment in writing, the effective date of a replacement agency agreement between SRC Subscriber and the new owner or subscriber organization of the PV System that has taken assignment of such contract from SRC Producer.

6. Representation and Acknowledgement. By executing this SRC Subscriber Agency Agreement, SRC Subscriber represents and warrants that the information stated herein is true and correct to the best of SRC Subscriber's knowledge and belief and that SRC Subscriber has signed up for the stated subscription share size in the PV System through SRC Producer.

7. Consent to Disclose Account Information. SRC Subscriber shall provide to Public Service a completed and signed "Consent to Disclose Utility Customer Data" form granting consent for Public Service to share information regarding SRC Subscriber's past and present electric usage at the Service Address(es) identified above in order for SRC Producer independently to verify the extent of SRC Subscriber's eligibility to hold a subscription in the PV System pursuant to Section 40-20-127, C.R.S., the effective rules and regulations promulgated thereunder by the Colorado Public Utilities Commission, and Rate Schedule SRC of Public Service's Colorado Public Utilities Commission electric tariff. The Consent to Disclose Utility Customer Data form shall be that form posted from time to time on the Xcel Energy website or the website of the Colorado Public Utilities Commission.

IN WITNESS WHEREOF, this Agency Agreement was duly executed by the undersigned authorized representatives of SRC Subscriber and SRC Producer.

SRC SUBSCRIBER:

SRC PRODUCER

Print Name:

Print Name:

Date:

Date:

Attachment A			
SRC Subscriber Retail Customer Account Number	SRC Subscriber Premise Number	SRC Subscriber Service Address	SRC Subscriber's Initial Subscription Share
53-1000709-7	300019445	15 MAIN ST FRISCO CO 80443-9992	
53-1000709-7	300044430	311 MAIN ST EVENT FRISCO CO 80443	
53-1000709-7	300087697	214 MAIN ST BBQ-Perm FRISCO CO 80443	
53-1000709-7	300126999	110 MAIN ST FRISCO CO 80443	
53-1000709-7	300194539	299 MAIN ST BBQ-TEMP FRISCO CO 80443	
53-1000709-7	303926484	106 GALENA ST FRISCO CO 80443	
53-1034443-7	300029963	595 W MAIN ST FRISCO CO 80443	
53-1034443-7	300153291	121 N SUMMIT BLVD FRISCO CO 80443	
53-1227466-3	300025343	112 MAIN ST FRISCO CO 80443	
53-1227466-3	300123658	616 RECREATION WAY FRISCO CO 80443	
53-1227466-3	300128236	130 N SUMMIT BLVD FRISCO CO 80443	
53-1227466-3	300129652	35 1/2 W MAIN ST FRISCO CO 80443	
53-1227466-3	300131607	110 S 3RD AVE FRISCO CO 80443	
53-1227466-3	300155014	300 MAIN ST FRISCO CO 80443	
53-1227466-3	300173000	WALTER BYRON PARK RESTROOMS FRISCO CO 80443	
53-0012464094-9	304792591	99 S 3RD AVE FRISCO CO 80443	
53-4041041-9	300188553	98 MARINA RD FRISCO CO 80443	
53-4041041-9	300204568	249 MARINA RD REST/SHOWR FRISCO CO 80443	
53-4041041-9	304020919	98 MARINA RD ENTR SIGN FRISCO CO 80443	
53-4041041-9	304048488	267 MARINA RD FRISCO CO 80443	
53-4041041-9	304234013	249 MARINA RD FRISCO CO 80443	
53-7592932-7	300004168	120 MAIN ST HP 1 FRISCO CO 80443	
53-7592932-7	300046651	120 MAIN ST HST-1 FRISCO CO 80443	
53-7592932-7	300089281	116 N MAIN ST HP 2 FRISCO CO 80443	
53-7592932-7	300089351	120 MAIN ST HP 3 FRISCO CO 80443	
53-7592932-7	300104042	120 MAIN ST HP 9 FRISCO CO 80443	
53-7592932-7	300131778	120 MAIN ST HP 7 FRISCO CO 80443	
53-7592932-7	300148607	120 MAIN ST HP 4 FRISCO CO 80443	
53-7592932-7	300153255	120 MAIN ST HP 8 FRISCO CO 80443	
53-7592932-7	300169174	120 MAIN ST GAZEBO HP6 FRISCO CO 80443	
53-7592932-7	300174616	120 MAIN ST HP 5 FRISCO CO 80443	

Attachment A (con't)			
SRC Subscriber Retail Customer Account Number	SRC Subscriber Premise Number	SRC Subscriber Service Address	SRC Subscriber's Initial Subscription Share
53-9758494-0	304296281	17 RECREATION WAY LIGHTS FRISCO CO 80443	
53-9758494-0	304224725	452 RECREATION WAY A FRISCO CO 80443	
53-9758494-0	304231117	611 RECREATION WAY FRISCO CO 80443	
53-9758494-0	304235360	612 RECREATION WAY FRISCO CO 80443	
53-9758494-0	304239501	623 RECREATION WAY SE PANEL FRISCO CO 80443	
53-9758494-0	304484358	452 RECREATION WAY FRISCO CO 80443	
53-0011742393-0	304662453	308 GALENA ST HM FRISCO CO 80443	
53-1235617-3	300150205	306 GALENA ST FRISCO CO 80443	
53-1235617-3	300174517	115 GRANITE ST FRISCO CO 80443	
53-0012487828-5	304796982	102 SCHOOL RD 1 FRISCO CO 80443	
53-0012487832-1	304796983	102 SCHOOL RD 2 FRISCO CO 80443	
53-1000709-7	304239939	109 N 5TH AVE FRISCO CO 80443	
53-1034443-7	300069116	213 GALENA ST FRISCO CO 80443	
53-1034443-7	300069820	299 COUNTY ROAD 1235 FRISCO CO 80443	
53-1034443-7	300116565	828 MEADOW DR FRISCO CO 80443	
53-1034443-7	300131188	80 HAWN DR FRISCO CO 80443	
53-0010948072-7	304521392	15 N 1ST AVE STREET_LIT FRISCO CO 80443	
53-0011832524-0	304677860	612 RECREATION WAY WELL HSE FRISCO CO 80443	
53-1227466-3	300088978	102 SCHOOL RD FRISCO CO 80443	
53-1227466-3	300173022	1 W MAIN ST FRISCO CO 80443	
53-9758494-0	304231085	610 RECREATION WAY PUMP HSE FRISCO CO 80443	
53-9758494-0	304231116	621 RECREATION WAY FRISCO CO 80443	
53-9758494-0	304232717	539 RECREATION WAY MAGIC CARP FRISCO CO 80443	

Attachment B

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