

SAMPLE DOCUMENT ONLY

This sample is for illustrative purposes only and meant to provide general guidelines. Actual project information may be different or more detailed.

POWER PURCHASE AGREEMENT

COVER SHEET

This Power Purchase Agreement (“Agreement”) is entered into between Pacific Gas and Electric Company, a California corporation (“Buyer” or “PG&E”), and Solar 1, LLC [*insert name of Seller*], a California Limited Liability Corporation [*include place of formation and business type*] (“Seller”), as of the Execution Date. The information contained in this Cover Sheet shall be completed by Seller and incorporated into the Agreement.

A. Transaction Type

Seller may not modify the Transaction Type designated in this Part A of the Cover Sheet at any time after the Execution Date.

Product: As-Available Peaking*

* References within the text of the Agreement to Baseload Product or As-Available Non-Peaking Product will not apply for this Agreement.

Deliverability:

- Energy Only Status
- Partial Capacity Deliverability Status (“PCDS”)
 - a) If PCDS is selected, provide the Expected PCDS Date, or the date the Project received a PCDS finding if already received:
_____ (mm/dd/yyyy);
 - b) The Partial Capacity Deliverability Status Amount the Project will obtain is _____ MW.

- Full Capacity Deliverability Status (“FCDS”)
 - a) If FCDS is selected, provide the Expected FCDS Date, or the date the Project received a FCDS finding if already received:
02/01/2018 _____ (mm/dd/yyyy).

Seller shall elect one of the following types of transactions pursuant to Section 3.1(b) of the Agreement:

- Full Buy/Sell
- Excess Sale

Seller shall elect one of the following Delivery Terms:

- ten (10) Contract Years
- fifteen (15) Contract Years

twenty (20) Contract Years

B. Project Description Including Description of Site

Contract Capacity: **16 MW** *[Provide the maximum capacity to be made available to PG&E pursuant to the transaction, which in the case of an Excess Sale transaction, may be less than the maximum capacity of the Project]*

(i) Project Development:

(a) The Project is an:

[An existing or repowered Project with substantial changes, including but not limited to, new major permits, a new interconnection study, or the construction of new generators, should check “New Project” instead of “Existing Project.”]

Existing Project

New Project

(1) If the Project is a New Project:

(A) The date on which the Commercial Operation Date of the Project is expected (must be no later than the Guaranteed Commercial Operation Date): **01/31/2020**

(B) The Expected Construction Start Date of the Project: **01/01/2019**

(2) If the Project is an Existing Project:

(A) The Expected Initial Energy Delivery Date (which shall be no later than the Guaranteed Commercial Operation Date) is:

(b) Project development Milestone schedule *[to be completed by Buyer and Seller. Insert additional rows if necessary]:*

| Identify Milestone | Date for Completion |
|--|----------------------------|
| Interconnection Agreement Execution | 03/01/2018 |
| Final Permit | 11/1/2018 |
| Construction Start Date | 01/01/2019 |
| Commercial Operation Date | 01/31/2020 |
| Final CEC Certification | 03/01/2020 |

(ii) Supplier Diversity. For the purpose of Section 4 of the Supplier Diversity Program obligation set forth in Appendix XII of this Agreement, Seller’s supplier diversity spend target for work supporting the Project is 5%.

C. Contract Price

The Contract Price for each MWh of Product as measured by Delivered Energy in each Contract Year and the price for Deemed Delivered Energy in each Contract Year shall be as follows:

| Contract Year | Contract Price (\$/MWh) |
|----------------------|--------------------------------|
| 1 | \$XX |
| 2 | \$XX |
| 3 | \$XX |
| 4 | \$XX |
| 5 | \$XX |
| 6 | \$XX |
| 7 | \$XX |
| 8 | \$XX |
| 9 | \$XX |
| 10 | \$XX |
| 11 | \$XX |
| 12 | \$XX |
| 13 | \$XX |
| 14 | \$XX |
| 15 | \$XX |
| 16 | \$XX |
| 17 | \$XX |
| 18 | \$XX |
| 19 | \$XX |
| 20 | \$XX |

D. Delivery Term Contract Quantity Schedule

Length of Delivery Term (in Contract Years):

| Contract Year | Contract Quantity (MWh)¹ |
|----------------------|--|
| 1 | 48,113 |
| 2 | 47,882 |
| 3 | 47,622 |
| 4 | 47,334 |
| 5 | 47,022 |
| 6 | 46,770 |
| 7 | 46,441 |
| 8 | 46,214 |
| 9 | 45,990 |
| 10 | 45,770 |
| 11 | 45,489 |
| 12 | 45,119 |
| 13 | 44,882 |
| 14 | 44,610 |
| 15 | 44,476 |
| 16 | 44,288 |
| 17 | 43,940 |
| 18 | 43,702 |

| Contract Year | Contract Quantity (MWh) ¹ |
|---------------|--------------------------------------|
| 19 | 43,498 |
| 20 | 43,210 |

¹For a Baseload Product, the minimum qualifying Contract Quantity should be equivalent to at least an eighty percent (80%) Capacity Factor.

E. Collateral (as described in the RAM Protocol Agreement, under Section V.C. RAM PPA Terms and Conditions)

- Project Development Security (provide dollar amount)

Dollar Amount: \$ XXX,XXX

- Cash, or
- Letter of Credit

- Delivery Term Security (provide dollar amount)

Dollar Amount: \$ X,XXX,XXX

- Cash, or
- Letter of Credit

F. Buyer Bid Curtailment and Buyer Curtailment Orders.

Operational characteristics of the Project for Buyer Bid Curtailment and Buyer Curtailment Orders are listed below. Buyer, as the Scheduling Coordinator, may request that CAISO modify the Master File for the Project to reflect the findings of a CAISO audit of the Project. In addition, Seller agrees to coordinate with Buyer or Third-Party SC, as applicable, to ensure all information provided to the CAISO regarding the operational and technical constraints in the Master File for the Project are accurate and are based on the true physical characteristics of the resource.

- PMax of the Project: 16 MW
- Minimum operating capacity: 0 MW
- Ramp Rate: 1.6 MW/Minute

[For As-Available Products]

- Advance notification required for Buyer Bid Curtailment and Buyer Curtailment Order: Not greater than the shortest Dispatch Interval in the Real-Time Market (as defined in the CAISO Tariff).
- Maximum number of Start-ups per calendar day (if any such operational limitations exist): unlimited

[For Baseload Products]

- Maximum number of Start-ups per calendar day, month, year (if any such operational limitations exist): _____
- Advance notification required for Buyer Bid Curtailment and Buyer Curtailment Order: Not greater than the shortest Dispatch Interval in the Real-Time Market (as defined in the CAISO Tariff).

Other Requirements:

- Maximum number of hours annually for Buyer Curtailment Periods: unlimited hours
- The Project will be capable of receiving and responding to all Dispatch Instruction in accordance with Section 3.1(q).
- Start-Up Time (if applicable): 5 Minutes
- Minimum Run Time after Start-Up (if applicable): 0 Minutes
- Minimum Down Time after Shut-Down (if applicable): 0 Minutes

Note: Sellers should enter the maximum flexibility the Project can offer given the operational constraints of the technology.

G. Damage Payment (as described under Damage Payment definition in Section 1.61)

- Ten (10) year Delivery Term. Dollar amount: \$ _____
- Fifteen (15) year Delivery Term. Dollar amount: \$ _____
- Twenty (20) year Delivery Term. Dollar amount: \$ XX,XXX _____

H. Notices List

Name: **Solar 1, LLC**, a **California Limited Liability Corporation** (“Seller”)

Name: Pacific Gas and Electric Company, a California corporation (“Buyer” or “PG&E”)

All Notices: *[Seller to complete]*

All Notices:

Delivery Address:

Delivery Address:

Street: **50 Main Street**
City: **San Francisco** State: **CA** Zip:

77 Beale Street, Mail Code N12E
San Francisco, CA 94105-1702

Mail Address: (if different from above)

Mail Address:
P.O. Box 770000, Mail Code N12E
San Francisco, CA 94177
Attn: Candice Chan (CWW9@pge.com)
Director, Contract Mgmt & Settlements
Phone: (415) 973-7780
Facsimile: (415) 972-5507

Attn: **Matthew Miller, Vice President**

Phone: (415) 124-4567
Facsimile: (415) 123-4567
Email: **mmiller@solar1.com**

DUNS: **12-345-6789**
Federal Tax ID Number: **12-1234567**

DUNS:
Federal Tax ID Number:

Invoices:

Attn: **John Doe**

Phone: (415) 123-3456
Facsimile: (415) 123-4567
Email: **jdoe@solar1.com**

Invoices:

Attn: Azmat Mukhtar (ASM3@pge.com)
Manager, Electric Settlements
Phone: (415) 973-4277
Facsimile: (415) 973-2151

Scheduling:

Attn: **Jane Smith**
 Phone: (415) 123-5678
 Facsimile: (415) 234-7890
 Email: jsmith@solar1.com

Payments:

Attn: **John Doe**

 Phone: (415) 123-7890
 Facsimile: (415) 123-7890
 Email: jdoe@solar1.com

Wire transfer per Section 8:

BNK: **Bank of America**
 ABA: 123456789
 ACCT: 987-123456

Electronic funds transfer via ACH:

BNK: **Bank of America**
 ABA: 678905432
 ACCT: 456-789012

Credit and Collections:

Attn: **Jim Wright**

 Phone: (415) 123-3460
 Facsimile: (415) 345-6789
 Email: jwright@solar1.com

With additional Notices of an Event of Default to Contract Manager:

Attn: **Megan Jones** _____

 Phone: (415) 123-3460 _____
 Facsimile: (415) 123-4566 _____
 Email:
 _____mjones@solar1.com_____

Scheduling:

Attn: Christopher McNeece (CMM4@pge.com)
 Phone: (415) 973-4072
 Facsimile:

Payments:

Attn: Azmat Mukhtar (ASM3@pge.com)
 Manager, Electric Settlements
 Phone: (415) 973-4277
 Facsimile: (415) 973-2151

Wire transfer per Section 8:

BNK:
 ABA:
 ACCT:

Electronic funds transfer via ACH:

BNK:
 ABA:
 ACCT:

Credit and Collections:

Attn: PG&E Credit Risk Management

 Phone: (415) 973-4071
 Facsimile:
 Email: pgeriskcredit@exchange.pge.com

Contract Manager:

Attn: Ted Yura (THY1@pge.com)
 Senior Manager, Contract Management
 Phone: (415) 973-8660
 Facsimile: (415) 972-5507

With additional Notices of an Event of Default to:

PG&E Law Department
 Attn: Renewables Portfolio Standard attorney
 Phone: (415) 973-4377
 Facsimile: (415) 972-5952