

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.

Program: GTSR Program

Product: As-Available Non-Peaking
 As-Available Peaking
 Baseload

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:
 1/1/2018 (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** _____] 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

X New Project *[GTSR Projects must be New Projects]*

(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): **1/1/2019**

(B) The Expected Construction Start Date of the Project: **1/1/2018**

(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	3/1/2016
Final Permit	11/1/2016
EPC Agreement Executed	11/15/2016
Constructions Start Date	1/1/2017
Commercial Operation Date	1/1/2018
Final CEC Certification	2/15/2018

(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	35,040
2	34,900
3	34,750
4	34,500
5	34,250
6	34,000
7	33,750
8	33,500
9	33,250
10	33.000

Contract Year	Contract Quantity (MWh) ¹
11	32,750
12	32,500
13	32,250
14	32,000
15	31,750
16	31,500
17	31,250
18	31,000
19	30,750
20	30,500

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: \$ **\$960,000**

- Cash, or
- **Letter of Credit**

- Delivery Term Security (provide dollar amount)

Dollar Amount: \$ **\$2,556,321**

- Cash, or
- **Letter of Credit**

- Term Security (provide dollar amount) [*Applies to GTSR Projects 3MW or less*]

Dollar Amount: \$ _____

- 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 1.60)

- Ten (10) year Delivery Term. Dollar amount: \$ _____
- Fifteen (15) year Delivery Term. Dollar amount: \$ _____
- Twenty (20) year Delivery Term. Dollar amount: \$ **\$2,500,000**** _____

H. Notices List

Name: *[Seller's Name]*, a *[include place of formation and business type]* ("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**

77 Beale Street, Mail Code N12E

City: **San Francisco** State: **CA** Zip:

San Francisco, CA 94105-1702

94105

Mail Address: (if different from above)

Attn: **Matthew Miller, Vice President**

Phone: **415-123-3461**

Facsimile: **415-123-3457**

Email: **mmiller@solar1.com**

DUNS: **12-345-6789**

Federal Tax ID Number: **12-1234567**

Invoices:

Attn: **John Doe**

Phone: **(415) 123-3456**

Facsimile: **(415) 123-3457**

Email: **jdoe@solar1.com**

Scheduling:

Attn: **Jane Smith**

Phone: **(415) 123-3456**

Facsimile: **(415) 123-3457**

Email: **jsmith@solar1.com**

Payments:

Attn: **John Doe**

Phone: **(415) 123-3456**

Facsimile: **(415) 123-3457**

Email: **jdoe@solar1.com**

Wire Transfer:

BNK: **Bank of America**

ABA: **123456789**

ACCT: **987-123456**

Credit and Collections:

Attn: **Jim Wright**

Phone: **(415) 123-3459**

Facsimile: **(415) 123-3457**

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

DUNS:

Federal Tax ID Number:

Invoices:

Attn: Azmat Mukhtar (ASM3@pge.com)

Manager, Electric Settlements

Phone: (415) 973-4277

Facsimile: (415) 973-2151

Scheduling:

Attn: Christopher McNeece (CMM4@pge.com)

Phone: (415) 973-4072

Facsimile: (415) 973-0400

Payments:

Attn: Azmat Mukhtar (ASM3@pge.com)

Manager, Electric Settlements

Phone: (415) 973-4277

Facsimile: (415) 973-2151

Wire Transfer:

BNK:

ABA:

ACCT:

Credit and Collections:

Attn: Justice Awuku (J2AT@pge.com)

Manager, Credit Risk Management

Phone: (415) 973-4144

Facsimile: (415) 973-4071

Email: **jwright@solar1.com**

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

Attn: **Megan Jones**_____

Phone: **(415) 123-3460**_____

Facsimile: **(415) 123-3457**_____

Email: **mjones@solar1.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