



Date: 12/11/2024 1:25 PM

Project Name: FortBend Acciona

1. PPA

Amazon Energy LLC purchased power from Fort Bend Solar LLC with a contract named Amazon Power Purchase Agreement effective December 23, 2022. Amazon Energy bought 192 MW of capacity from the solar facility which has an expected nameplate capacity of 240 MW. The contracted power will be sold to Amazon at a fixed price of \$42.50 per megawatt hour over a period of 10 years.

| General Contract Parameters | |
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| Contract Names | Amazon Power Purchase Agreement. |
| Contract execution date, Effective date, Original effective date | December 23, 2022. |
| Contract Amendments and Dates | There are no specific contract amendments mentioned in the document with respective dates. However, it is mentioned that Seller may provide written notice to Buyer of unacceptable updates made to Supply Chain Standards after the Effective Date. |
| Buyer, Off taker, Contractor, Purchaser | Amazon Energy LLC |
| Seller, Owner | Fort Bend Solar LLC |
| Technical Parameters | |
| Facility Description and Capacity | Expected Nameplate Capacity: 240 MW Contracted Capacity: 192 MW (or Contracted Fraction) |
| Start Date of Offtake | The Effective Date is December 23, 2022. The Expected Commercial Operation Date is December 31, 2023, and the Guaranteed Commercial Operation Date is June 30, 2024. |
| Schedule LDs | Capacity Shortfall Damages: \$75/kW Delay Damages: \$250/MW per day |
| Term | 10 years from the Commercial Operation Date. |
| Product | The product is Renewable Energy Certificates (RECs). |
| delivery point | The Delivery Point is located at the Interconnection Point, specifically at the 138 kV CNP substation between Orchard and East Bernard substations in Fort Bend County, Texas, USA. |

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| Settlement Point | The Settlement Point is ERCOT Houston Hub. |
| Purchase Price | The contracted price, also known as Contract Price, is \$42.50/MWh, and it's a fixed price. |
| Price Floor / Price Ceiling | Floor Price: \$0/MWh Floor Cap: \$100,000/Contract Year |
| Delivery Requirements | |
| Contracted Quantity | The Contracted Capacity is \$_____. (Not specified) and the Contracted Fraction can be increased by Seller after the Commercial Operation Date with written consent of Buyer. |
| Guaranteed Delivery Amounts | The Guaranteed Availability Factor is 90%. |
| Guaranteed Availability Factor, Availability Guarantee | The Availability Guarantee refers to the Seller's promise to ensure the Project achieves an Availability Factor equal to or greater than the Guaranteed Availability Factor (90%) indicated in the Cover Sheet. |
| Curtailment Provisions | <p>There is no explicit mention of "curtailment" in the provided text. However, Article VII EVENTS OF DEFAULT; MATERIAL BREACH; REMEDIES 7.1 Events of Default mentions "Events of Default", but it does not specifically discuss curtailment provisions.</p> <p>However, if you're looking for related information, there is a mention of "termination" which might be indirectly related to curtailment in the context of this document.</p> <p>The relevant text states:</p> <p>"If any court of competent jurisdiction or applicable Governmental Authority finds any part of this Agreement invalid or unenforceable, then that part is deemed modified to the extent necessary to render it valid and enforceable."</p> <p>Additionally, Section 2.8 Right of First Offer Following Certain Terminations mentions "certain terminations", but there's no specific mention of curtailment.</p> <p>If you'd like more information or would like me to clarify anything please let me know!</p> |
| Tracking Account | <p>There is no mention of a "tracking account" in the provided documents. However, there are references to reporting and record-keeping requirements under the CFTC's regulations.</p> <p>The relevant sections state:</p> <ul style="list-style-type: none"> * Seller will act as reporting counterparty for purposes of reporting this Agreement under Parts 43 and 45 of the CFTC's regulations (DocuSign Envelope ID: 3B71B391-F8B2-4405-9FD7-B44D8E863CF6 CC VND 00614019 2022 TR 14(b)) * Buyer will provide Seller all information in Buyer's possession and control needed by Seller to satisfy its reporting responsibilities under the CFTC's regulations (DocuSign Envelope ID: 3B71B391-F8B2-4405-9FD7-B44D8E863CF6 CC VND 00614019 2022 TR 15.4) * Each party will provide to the other any reasonably requested information or documentation required to effectuate delivery, comply with applicable procedures, and comply with any other applicable requirements relating to the |

Events of Default or Termination

Events of Default

Events of default are typical and are further discussed below.

The following are the events of default as stated in the document:

1. **Failure to make payments**: Fails to make, when due, any payment required under this Agreement and fails to cure such non-payment within 10 days of notice from the other Party (Section 7.1(a)).
2. **False or misleading representation/warranty**: Makes a representation or warranty in this Agreement that is false or misleading when made to such an extent that it prevents the Party from performing its commitments under this Agreement (Section 7.1(b)).
3. **Material breach**: Fails to cure a material breach under Section 7.2 of this Agreement within the applicable cure period, except to the extent such failure constitutes a separate Event of Default (Section 7.1(c)).
4. **Becoming Bankrupt**: Becomes Bankrupt (Section 7.1(d)).
5. **Assignment without explicit permission**: Assigns this Agreement, unless explicitly allowed by the terms of this Agreement (Section 7.1(e)).
6. **Failure to post/replenish credit support**: Fails to post (or replenish, if applicable) Buyer's Credit Support, Development Security or Operational Security, as applicable, and the failure is not cured within 10 business days of notice from the other Party (Section 7.1(f)).
7. **Security Default**: Allows the occurrence of a Security Default for any security issued to the non-defaulting Party under this Agreement (Section 7.1(g)).
8. **Failure to achieve Commercial Operation**: Seller does not cause the Project to achieve Commercial Operation pursuant to Section 2.7 of this Agreement (Section 7.1(h)).
9. **Failure to achieve Availability Factor**: The Project does not achieve an Availability Factor equal to or greater than 80% in each of 2 consecutive Contract Years (Section 7.1(i)).
10. **Project disconnection**: The Project is disconnected from the applicable grid due to Seller's breach of the Interconnection Agreement, or Market Operator rules, for 30 consecutive days or more (Section 7.1(j)).

Termination

Termination conditions:

1. Seller fails to demonstrate Financial Close by the new Financial Close Date.
2. Buyer Event of Default is not cured within the Buyer Notice Process cure periods.
3. Seller Event of Default (Section 7.5).
4. If Buyer does not terminate within 30 days of the Financial Close Date, and the Parties have not agreed on a new Financial Close Date.
5. Project fails to achieve Commercial Operation by the Guaranteed Commercial Operation Date indicated in the Cover Sheet.
6. Seller fails to pay the Early Termination Fee within 30 days of termination.
7. Seller fails to pay the Financing Termination Fee within 10 days.