

# **POWER PURCHASE AGREEMENT**

This Power Purchase Agreement ("Agreement") is entered into as of January 1, 2024 ("Effective Date") by and between:

**SELLER:** SolarCo Energy LLC, a Delaware limited liability company ("Seller")

**BUYER:** City of Greenville, a municipal corporation ("Buyer")

## **RECITALS**

WHEREAS, Seller owns and operates a 50 MW solar photovoltaic generation facility located in Travis County, Texas (the "Facility"); and

WHEREAS, Buyer desires to purchase electric energy generated by the Facility;

NOW, THEREFORE, the parties agree as follows:

## **ARTICLE 1 - DEFINITIONS**

1.1 "Contract Price" means \$45.00 per MWh of Delivered Energy.

1.2 "Delivered Energy" means the electric energy delivered by Seller to the Delivery Point, as measured by the Revenue Meter.

1.3 "Delivery Point" means the point of interconnection between the Facility and the ERCOT transmission system.

1.4 "Guaranteed Availability" means 95% annual availability of the Facility.

1.5 "Term" means the period from the Commercial Operation Date through the twentieth (20th) anniversary thereof.

## **ARTICLE 2 - SALE AND PURCHASE OF ENERGY**

2.1 Sale of Energy. Seller shall sell and deliver to Buyer, and Buyer shall purchase and receive from Seller, all Delivered Energy generated by the Facility during the Term.

2.2 Contract Price. Buyer shall pay Seller the Contract Price of \$45.00 per MWh for all Delivered Energy.

2.3 Monthly Invoicing. Seller shall invoice Buyer monthly for all Delivered Energy. Payment is due within thirty (30) days of invoice date.

## **ARTICLE 3 - PERFORMANCE GUARANTEES**

3.1 Availability Guarantee. Seller guarantees that the Facility shall achieve an annual availability of at least 95% ("Guaranteed Availability").

3.2 Availability Calculation. Availability shall be calculated as: (Total Hours - Outage Hours) / Total Hours x 100%.

3.3 Liquidated Damages for Availability Shortfall. If Seller fails to achieve the Guaranteed Availability in any Contract Year, Seller shall pay Buyer liquidated damages equal to:

LD Amount = (Guaranteed Availability - Actual Availability) x Expected Annual Generation x Contract Price x 1.5

3.4 Expected Annual Generation. The Expected Annual Generation for the Facility is 110,000 MWh per year.

## **ARTICLE 4 - METERING**

4.1 Revenue Meter. A revenue-quality meter shall be installed at the Delivery Point to measure Delivered Energy.

4.2 Meter Reading. Meter readings shall be taken on the first day of each calendar month.

4.3 Meter Accuracy. The Revenue Meter shall maintain accuracy within +/- 0.5%.

## **ARTICLE 5 - TERM AND TERMINATION**

5.1 Initial Term. This Agreement shall have an initial term of twenty (20) years from the Commercial Operation Date.

5.2 Early Termination. Either party may terminate this Agreement upon material breach by the other party, subject to a sixty (60) day cure period.

## **ARTICLE 6 - LIMITATION OF LIABILITY**

6.1 Cap on Damages. Neither party's total liability under this Agreement shall exceed the total Contract Price paid or payable during the Term.

6.2 Exclusion of Consequential Damages. Neither party shall be liable for any indirect, incidental, or consequential damages.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.**

SELLER:

SolarCo Energy LLC

By: \_\_\_\_\_

Name: John Smith

Title: Chief Executive Officer

BUYER:

City of Greenville

By: \_\_\_\_\_

Name: Jane Doe

Title: City Manager