

HQ21-1837 Solar and Battery Storage Cover Sheet to Conceptual Term Sheet

Seller: TBD (Developer)
Scheduling Entity: Buyer

Buyer: Platte River Power Authority
Dispatch Entity: Buyer

Description of Project Facility:

Facility Type:

PV Solar Stand Alone [] New [] Existing [] Repower []
PV Solar+BESS Hybrid [] New [] Existing [] Repower []

Project Nameplate Capacity: Total [] MW
PV Solar Project Facility: [] MW BESS Project Facility (if applicable): [] MW

Project Location (include Longitude & Latitude):

Balancing Authority Area (BAA) & Transmission System Operator (TSO) Interconnecting to:

Interconnection Level & Voltage: **Interconnection Location & Nearest Substation:**

Transmission [] Voltage Level [] kV Interconnection Location:
Distribution [] Voltage Level [] kV Nearest Substation:

Milestones:

Item	Milestone*	Estimated Date for Completion
1	Evidence of Site Control	
2	Permitting Complete	
3	Executed Interconnection Agreement	
4	Expected Construction Start Date	
5	Network Upgrades Completed (if necessary)	
6	Initial Grid Synchronization (Test Energy)	
7	Expected Commercial Operation Date (COD)	
8	Guaranteed Commercial Operation Date (GCOD)	

*Buyer will require appropriate technical review points throughout

Delivery Term (min 15 years up to max 25 years): [] Years

Product(s): PV Solar Energy [] Discharging Energy [] Green Attributes []
Capacity Attributes [] Installed PV Solar Capacity []
Installed Battery Storage Capacity []
Ancillary Services (list all - Reg Up/Down, Spin, Non-Spin, etc.): []

Price (fixed, no escalation): PV Solar Rate [] \$/MW

BESS Rate (if applicable) [] \$/MW-Mo

Delivery Term Annual Expected Energy:

Contract Year	Expected Energy (MWh)	Annual Degradation %	Contract Year	Expected Energy (MWh)	Annual Degradation %
1			16		
2			17		
3			18		
4			19		
5			20		
6			21		
7			22		
8			23		
9			24		
10			25		
11					
12					
13					
14					
15					

**CONCEPTUAL TERM SHEET
 HQ21-1837 SOLAR AND BATTERY STORAGE
 REQUEST FOR PROPOSALS**

**General description of expected term sheet elements for
 HQ21-1837 solar and batter storage RFP**

<p>Term Sheet Overview; Parties</p>	<p>This conceptual term sheet describes in general terms the subject areas Platte River Power Authority ("Platte River") expects that a long-term power purchase agreement ("PPA") between Platte River and a successful respondent ("Developer") to the HQ21-1837 Solar and Battery Storage Request for Proposals ("RFP") would include.</p> <p>Platte River anticipates that for each Developer selected through the RFP process, Platte River and the Developer would sign a proposal-specific term sheet that would (1) reflect the Developer's RFP submittal ("Proposal") and (2) lay out guiding principles for good-faith negotiations between Platte River and Developer to prepare and sign a mutually acceptable PPA. In other words, a signed term sheet would reflect the specifics of the Developer's Proposal, rather than the general descriptions below.</p> <p>The final, binding PPA will reflect the elements specified in the signed term sheet, along with other terms, conditions, representations, warranties, and indemnities customary in transactions of this nature.</p> <p>Platte River will prepare initial drafts and be responsible for document control for both the term sheet and PPA.</p>
<p>Project Basics</p>	<p>The PPA will specify the characteristics of the facilities and services Developer commits to deliver to Platte River (the "Project"). These include:</p> <ul style="list-style-type: none"> • General description • Size, capacity, etc. • Location • Major components • Development process, oversight, and progress reports
<p>Term of PPA</p>	<p>The PPA will specify the date on which it becomes binding on the parties (the "Effective Date") and the duration of its term. If certain provisions of the PPA do not apply until later (for example, the date on which services from the Project will begin), the PPA will specify these as well.</p>

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<p>Project Timing and Completion</p>	<p>The PPA will specify relevant elements of Project timing and completion, such as:</p> <ul style="list-style-type: none"> • Overall Project schedule • Major development milestones • Target and guaranteed commercial operation dates • Requirements to achieve commercial operation • Project access and inspection rights
<p>Project Pricing; Billing and Payment</p>	<p>The PPA will specify all pricing elements and the methods and intervals for determining payments due from Platte River to Developer.</p> <p>Billing and payment terms will include:</p> <ul style="list-style-type: none"> • The billing interval • Invoicing deadline • Permitted methods of payment • Payment due date • Terms governing after-the-fact invoice corrections • Terms governing late payment
<p>Project Performance</p>	<p>The PPA will specify the performance-related obligations that apply to the Project. Examples include:</p> <ul style="list-style-type: none"> • Performance measures, such as <ul style="list-style-type: none"> ○ [Solar only] guaranteed annual energy production for each year of the PPA ○ [Battery only] guaranteed minimum cycle performance for each year of the PPA ○ [Combined solar and battery] guaranteed delivered capacity factor for each year of the PPA • Performance incentives (or damages for missed performance targets) • Protection and support of system reliability
<p>Key Rights and Obligations [ALL PROJECTS]</p>	<p>The PPA will lay out core rights and obligations applicable to Platte River and Developer, such as:</p>

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	<ul style="list-style-type: none"> • Platte River’s exclusive rights to use and schedule Project capabilities • Metering, communications, data • Responsiveness to automatic dispatch signals • Forecasting and reporting • Terms governing organized market participation, such as <ul style="list-style-type: none"> ○ The Project’s ability and obligation to qualify as a Dispatchable Variable Energy Resource ○ The entity that will act as the market participant for the Project ○ Rights to any allocated congestion revenue rights • Platte River’s Project purchase options <ul style="list-style-type: none"> ○ Triggers and timing ○ Price determination • Rights and responsibilities related to Project expansion • Platte River option to step in as Project operator • Platte River option to assume Project maintenance
<p>Key Rights and Obligations [SOLAR ONLY OR SOLAR COMBINED WITH BATTERY]</p>	<p>If the PPA is specific to a Project that includes solar facilities, it will lay out (in addition to the elements identified above for all Projects) further core rights and obligations applicable to Platte River and Developer, such as:</p> <ul style="list-style-type: none"> • Purchase and sale of energy • Purchase and sale of renewable attributes • Platte River’s rights to Project capacity and ancillary service attributes • Platte River’s rights to other regulatory benefits (excluding tax incentives) • Curtailment rights
<p>Key Rights and Obligations [BATTERY ONLY OR SOLAR COMBINED WITH BATTERY]</p>	<p>If the PPA is specific to a Project that includes battery storage facilities, it will lay out (in addition to the elements identified above for all Projects) further core rights and obligations applicable to Platte River and Developer, such as:</p> <ul style="list-style-type: none"> • Platte River’s rights to charge and discharge the Project, including maximum cycles per year

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	<ul style="list-style-type: none"> • Platte River’s rights to Project capacity and ancillary service attributes • Platte River’s rights to other regulatory benefits (excluding tax incentives) • Battery placement relative to inverter (solar combined with battery only)
Financial Assurances	<p>The PPA will specify requirements for financial assurances, such as:</p> <ul style="list-style-type: none"> • Developer creditworthiness • Construction security • Operational security • Decommissioning security, if applicable • Acceptable forms of security <ul style="list-style-type: none"> ○ Escrowed funds ○ Letter of credit (from an acceptable issuer) ○ Guaranty (from a creditworthy guarantor) • Rights to draw on security
Interconnection	<p>The PPA will specify the parties’ respective responsibilities for Project interconnection and related terms, such as:</p> <ul style="list-style-type: none"> • Interconnection location • Interconnection process • Required interconnection facilities • Required interconnection agreement • Cost responsibility • Information on interconnection queue status and management
Station Service Arrangements	<p>The PPA will specify responsibilities for arranging and paying for station service to the Project and any related terms.</p>
Outages and Project Maintenance	<p>The PPA will specify the parties’ obligations related to Project outages (planned and unplanned) and Project maintenance.</p>

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Defaults and Remedies	The PPA will lay out the terms governing defaults, remedies, and related issues (such as opportunity and process to cure certain defaults and when defaults are excused for uncontrollable forces).
Other Core Terms	The PPA will include customary additional terms, such as <ul style="list-style-type: none">• Responsibility for taxes• Project-related records inspection and audit rights• Insurance requirements• Confidentiality; public announcements and media inquiries• No assignment; changes of control• Compliance with law (including local, state, and federal regulations; NERC standards) building and land use permits, etc.• Governing law and venue (Colorado); dispute resolution process