

{Month XX}, 2026

VIA E-MAIL

Subject: Exclusivity Agreement for PPA Negotiation for {Insert Project Name}

Dear {Insert Name},

Seattle City Light is pleased to confirm that the offer (the "**Offer**") submitted by {Insert Developer Name} ("name" or "**Bidder**") for the {insert project name} ("**Project**") in our 2026 Supply Resource Request for Proposals (the "**RFP**") and as further described below has been placed on the shortlist for further negotiations. If you wish to proceed with negotiations for a power purchase agreement ("**PPA**") under the terms and conditions set forth below (the "**Exclusivity Agreement**"), please countersign where provided below and return this document to Amy Wheelless at amy.wheelless@seattle.gov within ten (10) business days.

I. REPRESENTATIONS AND WARRANTIES

The undersigned represents and warrants the following as of the date first set forth herein above:

1. Bidder is a corporation, partnership, limited liability company, or other type of business organization that is duly organized, validly existing, and in good standing under the laws of the state in which it was organized, and Bidder is qualified to do business in the State of Washington.
2. The individual(s) signing this Exclusivity Agreement on behalf of Bidder has the authority to act on behalf of and bind Bidder.
3. Bidder and Bidder's affiliates have not engaged in oral, written, or any other form of communication with any entity which has submitted or intends to submit an offer to Seattle City Light in response to the RFP, with respect to the terms of Bidder's Offer or such other entity's offer(s).
4. No material change in circumstances has occurred since the date on which the Offer was submitted to Seattle City Light that may affect Bidder's ability to fulfill the terms of its Offer.

Except as may be identified to Seattle City Light in writing from time to time, the foregoing representations and warranties shall be true throughout the effective period of this Exclusivity

Agreement. Bidder understands and agrees that any breach by Bidder or Bidder's affiliate of the foregoing representations and warranties may result in the immediate disqualification of Bidder from the RFP process, such disqualification to be Bidder's sole liability and Seattle City Light's sole remedy as a result of any such breach.

II. EXCLUSIVITY AGREEMENT

As consideration for Seattle City Light placing the Offer on the shortlist and proceeding with negotiations for a PPA with Bidder, Bidder covenants and agrees that during the effective period of this Exclusivity Agreement:

1. Bidder and Bidder's affiliates shall not engage in oral, written, or any other form of communication with any entity which has submitted or intends to submit an offer to Seattle City Light in response to the RFP, with respect to the terms of Bidder's Offer or such other entity's offer(s).
2. Bidder and Bidder's affiliates shall not (i) negotiate with any entity other than Seattle City Light for the potential purchase of electricity and other attributes to be generated by the Project associated with the Offer Quantity, (ii) enter into any agreement with any third party under which Bidder or Bidder's affiliates may agree, conditionally or unconditionally, to enter into a PPA for the output of the Project associated with the Offer Quantity; or (iii) otherwise discuss with any third party the purchase and sale of output of the Project associated with the Offer Quantity (other than the developer of the Project).
3. Bidder shall immediately notify Seattle City Light of any material change in circumstances that may affect Bidder's ability to fulfill the terms of its Offer.

Bidder understands and agrees that any breach by Bidder or Bidder's affiliate of the foregoing covenants may result in the immediate disqualification of Bidder from the RFP, such disqualification to be Bidder's sole liability and Seattle City Light's sole remedy as a result of any such breach.

III. TERM

This Exclusivity Agreement shall be effective as of the earliest date of Bidder's execution below ("**Effective Date**"), and shall terminate upon the earlier to occur of the following events ("**Termination**"):

1. Seattle City Light terminates negotiations of the PPA with Bidder or otherwise rejects the Offer; or
2. Seattle City Light terminates the RFP process; or
3. Ninety (90) days after the Effective Date; or
4. An executed PPA by both Parties ("**Initial Term**").

Notwithstanding the foregoing, the term of this Exclusivity Agreement shall extend automatically for successive ninety (90) day periods upon the expiration of the Initial Term and of any subsequent ninety (90) day extension period (as applicable). After the Initial Term, Bidder may terminate this Exclusivity Agreement upon twenty (20) business days' written notice to Seattle City Light. Termination of this Exclusivity Agreement shall cause the immediate removal of the Offer from the short list and the termination of PPA negotiations.

IV. MISCELLANEOUS

The parties acknowledge and agree that Seattle City Light's selection of the Offer for the shortlist does not obligate Seattle City Light or Bidder to enter into any agreement or transaction with the other party.

If the date for any performance or the expiration of any period set forth in this Exclusivity Agreement falls on a Saturday, Sunday, Washington State holiday pursuant to RCW 1.16.050, or a federal holiday, then such date shall be extended until the next Monday or non-holiday, as the case may be.

IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES AND/OR REPRESENTATIVES BE LIABLE FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR EXEMPLARY DAMAGES UNDER OR IN RESPECT TO THIS EXCLUSIVITY AGREEMENT.

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108). If the City receives a public disclosure request for any records or parts of records that Bidder has specifically identified as being confidential or protected from disclosure, the City will notify Bidder in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow Contractor up to ten business days to obtain and serve the City with a court injunction

to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order and serve the City within the ten days, the City may release the documents.

The venue for any action relating to this Agreement shall be in the Superior Court for King County, Seattle, State of Washington. This Agreement may be executed in one or more counterparts and may not be assigned by either party without the prior written consent of the other party.

Sincerely,

Siobhan Doherty
Power Supply Officer
Seattle City Light

Acknowledged and Agreed:

[BIDDER]
a **[State of Formation] [Entity Type]**

By: _____

Name: _____

Title: _____

Date: _____

OFFER TERMS AND CONDITIONS

Seller:	
Project Name:	
Project Type:	
Offer Quantity:	
Guaranteed Construction Start Date:	
Guaranteed Commercial Operation Date:	
Price:	
Term:	
Transmission:	
Delivery Point:	