

February 15, 2011

The Honorable Kimberly D. Bose  
Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

**Re: California Independent System Operator Corporation  
Docket No. ER11-\_\_\_\_\_ -000**

**Filing of First Amendments to Service Agreements No. 1511,  
1643, and 1645, Non-Conforming Large Generator  
Interconnection Agreements**

Dear Secretary Bose:

The California Independent System Operator Corporation submits for Commission filing and acceptance the first amendments to three Large Generator Interconnection Agreements that the ISO and Southern California Edison Company have entered into with Solar Partners I, LLC, Solar Partners II, LLC, and Solar Partners VIII, LLC (the interconnection customers) for the DPT 1, DPT 2, and Ivanpah 3 projects, respectively.<sup>1</sup> On February 11, 2011, SCE filed these same amendments in Docket No. ER11-2877-000 as amendments to LGIAs that are not conforming to the *pro forma* LGIA set forth in the ISO tariff. The ISO is submitting its own filing of these LGIA amendments in order to have them accepted as amendments to non-conforming service agreements of the ISO and to enter them into the ISO's eTariff system consistent with SCE's filing.

The ISO requests that the Commission's consideration of this filing be consolidated with the Commission's review of SCE's filing of these same amendments, designated by SCE as amendments to its Service Agreements Nos. 73, 78, and 85, respectively, under its Transmission Owner Tariff, in Docket No. ER11-2877. The ISO proposes that these amendments be made effective as of January 26, 2011, the date of execution of the amendments and the effective date requested by SCE in its filing in Docket No. ER11-2877.

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<sup>1</sup> The ISO submits this filing pursuant to Section 205 of the Federal Power Act, 16 U.S.C. § 824d and Part 35 of the Commission's regulations, 18 C.F.R. Part 35, and in compliance with Order No. 714, *Electronic Tariff Filings*, FERC Stats. & Regs. ¶ 31,276 (2009). The ISO is also sometimes referred to as the CAISO. Capitalized terms not otherwise defined herein have the meanings set forth in the Master Definitions Supplement, Appendix A to the ISO tariff.

## I. Amendments to the LGIAs

The DPT 1, DPT 2, and Ivanpah 3 LGIAs set forth the terms and conditions on which the interconnection customers will be interconnecting their proposed projects to the ISO controlled grid. The LGIA for the DPT 1 project was originally filed by SCE in Docket No. ER10-732-000 as conforming to the *pro forma* LGIA, and the ISO did not submit a filing of that LGIA on the basis that it could be considered conforming to the ISO's *pro forma* LGIA. However, the Commission determined that the LGIA was not conforming to the *pro forma* LGIA and ordered SCE to submit a compliance filing justifying the non-conforming provisions.<sup>2</sup> In its compliance filing, SCE advised the Commission that the LGIA also constituted a non-conforming service agreement of the ISO. The Commission accepted SCE's original filing of the LGIA in an order on SCE's request for rehearing issued in Docket Nos. ER10-732-000 and ER10-732-001 and made the LGIA effective as of February 13, 2010.<sup>3</sup>

In conjunction with the instant filing of the first amendment to the DPT 1 LGIA, the ISO submitted on February 14, 2011 in Docket No. ER11-2883-000 a separate filing of the already-effective DPT 1 LGIA into the eTariff system as a non-conforming service agreement of the ISO. As the ISO has up to now relied on the Commission's acceptance of SCE's filing of this LGIA, the ISO's separate submittal of its own version of the DPT 1 LGIA is the first time that the ISO has submitted the DPT 1 LGIA into the eTariff system pursuant to the provisions of Order No. 714 regarding electronic tariffs.

The ISO's version of the LGIA for the DPT 2 project was accepted by the Commission for filing as an ISO service agreement in a letter order rendered in Docket No. ER10-2147-000 and made effective as of August 3, 2010.<sup>4</sup> The ISO's version of the LGIA for the Ivanpah 3 project was accepted by the Commission for filing as an ISO service agreement in a letter order rendered in Docket No. ER10-2148-000 and made effective as of August 3, 2010.<sup>5</sup>

The three LGIAs have a combined total generation capacity of 437 megawatts, all with a common point of interconnection to the ISO controlled grid at SCE's Ivanpah substation. The interconnection customers notified the ISO of their request to increase the net capacity of the DPT 1 project and to simultaneously decrease the capacity of the DPT 2 and Ivanpah 3 projects such that the aggregate capacity will be 404 MW megawatts. The ISO has determined that the modifications requested by the interconnection customers are not Material Modifications, as that term is defined in the ISO tariff.

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<sup>2</sup> Southern California Edison Company, 131 FERC ¶ 61,016 (2010)

<sup>3</sup> Southern California Edison Company, 132 FERC ¶ 61,150 (2010)

<sup>4</sup> Commission Letter Order, Docket No. ER10-2147-000 (Sept. 24, 2010)

<sup>5</sup> Commission Letter Order, Docket No. ER10-2148-000 (Sept. 24, 2010)

The ISO is filing these LGIA amendments as amendments to non-conforming ISO Service Agreements Nos. 1511, 1643, and 1645 in order to have them accepted as amendments to non-conforming service agreements of the ISO and to ensure that the ISO's eTariff records of non-conforming service agreements to which both it and SCE are parties are consistent with those of SCE.

**A. Amendments to the LGIA for the DPT 1 Project (ISO Service Agreement No. 1511)**

As described in SCE's transmittal letter in Docket No. ER11-2877, all terms and conditions of the DPT 1 LGIA remain in effect and in full force except where amended by the following amendments:

1. Section 6 of Appendix A to the LGIA is amended by deleting the references to 106 MW and 6 MW in the one-line diagram and replacing them with references to 137 MW and 5 MW, respectively.
2. Section 1 of Appendix C to the LGIA is amended by replacing the first occurrence of the number "100" with the number "132;" replacing the number "6" with the number "5;" replacing the number "106" with the number "137;" and replacing the second occurrence of the number "100" with the number "137."
3. Section 3(a) of Appendix C to the LGIA is amended by replacing the number "100" in the first line with the number "132."

**B. Amendments to the LGIA for the DPT 2 Project (ISO Service Agreement No. 1643)**

As described in SCE's transmittal letter in Docket No. ER11-2877, the interconnection customer for the DPT 2 project (Solar Partners II, LLC) requested SCE to amend the DPT 2 LGIA to reflect the language necessary to add the cost and facilities required for the implementation of the Temporary Interconnection, as defined in Section 18 of Appendix A of the LGIA. To implement that request in conjunction with the proposed changes in the capacity of the projects that are the subject of the three LGIAs, all terms and conditions of the DPT 2 LGIA remain in effect and in full force except where amended by the following amendments:

1. Section 6 of Appendix A to the LGIA is amended by deleting the references to 120 MW and 6 MW in the one-line diagram and replacing them with references to 130 MW and 4 MW, respectively.

2. Section 1 of Appendix C to the LGIA is amended by replacing the first occurrence of the number "114" with the number "126;" replacing the number "6" with the number "4;" replacing the number "120" with the number "130;" and replacing the second occurrence of the number "114" with the number "130."
3. Section 3(a) of Appendix C to the LGIA is amended by replacing the number "114" in the first line with the number "126."
4. Section 18 of Appendix A to the LGIA is deleted and replaced by the revised version of Section 18 of Appendix A set forth in the first amendment to the LGIA to specify Solar Partners II's election to proceed with the Temporary Interconnection and to add the cost and facilities required for the Temporary Interconnection.
5. Section 12(a) of Appendix A to the LGIA is deleted and replaced by the revised version of Section 12(a) of Appendix A set forth in the first amendment to add a reference to the costs associated with the temporary facilities.

The amended DPT 2 LGIA provides that the Interconnection Customer will be responsible for the costs associated with the facilities necessary to implement a temporary interconnection, including the subsequent removal costs for such facilities. The facilities are described in Section 18 of Appendix A to the amended LGIA.

**C. Amendments to the LGIA for the Ivanpah 3 Project (ISO Service Agreement No. 1645)**

As described in SCE's transmittal letter in Docket No. ER11-2877, all terms and conditions of the Ivanpah 3 LGIA remain in effect and in full force except where amended by the following amendments:

1. Section 6 of Appendix A to the LGIA is amended by deleting the references to 211 MW and 11 MW in the one-line diagram and replacing them with references to 137 MW and 5 MW, respectively.
2. Section 1 of Appendix C to the LGIA is amended by replacing the first occurrence of the number "200" with the number "132;" replacing the number "11" with the number "5;" replacing the number "211" with the number "137;" and replacing the second occurrence of the number "200" with the number "137."
3. Section 3(a) of Appendix C to the LGIA is amended by replacing the number "200" in the first line with the number "132."

## **II. Effective Date and Request for Waiver**

In its filing of the LGIA amendments in Docket No. ER11-2877, SCE requested an effective date of January 26, 2011 for these amendments, the date that the amendments were executed. The ISO requests that the Commission specify this same effective date for the ISO's filing of these same LGIA amendments in the instant proceeding.

To accommodate the foregoing requested effective date, the ISO respectfully requests waiver, pursuant to Section 35.11 of the Commission's regulations (18 C.F.R. § 35.11), of the 60-day notice requirement contained in Section 35.3 of the Commission's regulations (18 C.F.R. § 35.3) in order to permit the LGIA amendments to become effective as of the requested effective dates, and, to the extent necessary, the ISO respectfully requests that the Commission grant any other waivers of Part 35 of its regulations that may be required in connection with the requested effective date. Good cause exists in that such waiver will permit the SCE and ISO filings of these LGIA amendments to be effective on the same date. Moreover, as described by SCE in its filing in Docket No. ER11-2877, this waiver will enable SCE to proceed with the installation of facilities required for the temporary interconnection of the DPT 2 project to the ISO controlled grid earlier than the DPT 2 LGIA otherwise provides, thus facilitating the availability of power to customers in southern California. Granting the waiver will be consistent with prior Commission orders and the implementation by all parties to the LGIA amendments pursuant to those orders. No harm will result to any entity from the specified effective dates for the LGIA amendments. Granting the requested waiver, therefore, is appropriate.

## **III. Expenses**

No expense or cost associated with this filing has been alleged or judged in any judicial or administrative proceeding to be illegal, duplicative, unnecessary, or demonstratively the product of discriminatory employment practices.

## **IV. Service**

The ISO has served copies of this transmittal letter and all attachments on the California Public Utilities Commission, the California Energy Commission, SCE, BrightSource Energy for Solar Partners I, LLC, Solar Partners II, LLC, Solar Partners VIII, LLC, and the parties to Docket No. ER11-2877. In addition, the ISO is posting this transmittal letter and all attachments on the ISO's website.

The ISO encloses the following for filing:

- (1) this letter of transmittal;

- (2) the executed first amendment to the DPT 1 LGIA (Attachment A);
- (3) the DPT 1 LGIA as amended by the instant filing (Attachment B);
- (4) the DPT 1 LGIA as amended by the instant filing, with the revisions to the LGIA shown in red-line format (Attachment C);
- (5) the executed first amendment to the DPT 2 LGIA (Attachment D);
- (6) the DPT 2 LGIA as amended by the instant filing (Attachment E);
- (7) the DPT 2 LGIA as amended by the instant filing, with the revisions to the LGIA shown in red-line format (Attachment F);
- (8) the executed first amendment to the Ivanpah 3 LGIA (Attachment G);
- (9) the Ivanpah 3 LGIA as amended by the instant filing (Attachment H); and
- (10) the Ivanpah 3 LGIA as amended by the instant filing, with the revisions to the LGIA shown in red-line format (Attachment I).

## **V. Correspondence**

The ISO requests that all correspondence, pleadings, and other communications concerning this filing be served upon the following:

Michael D. Dozier\*  
Senior Counsel  
California Independent System  
Operator Corporation  
250 Outcropping Way  
Folsom, CA 95630  
Tel: (916) 608-7048  
Fax: (916) 608-7222  
E-mail: [mdozier@caiso.com](mailto:mdozier@caiso.com)

\* Individual designated for service pursuant to Rule 203(b)(3),  
18 C.F.R. § 203(b)(3).

**VI. Conclusion**

The ISO respectfully requests that the Commission accept this filing and permit the LGIA amendments to be effective as of the date requested. If there are any questions concerning this filing, please contact the undersigned.

Respectfully submitted,

**By: /s/ Michael D. Dozier**

Nancy Saracino

General Counsel

Sidney Davies

Assistant General Counsel

Michael D. Dozier

Senior Counsel

California Independent System

Operator Corporation

250 Outcropping Way

Folsom, CA 95630

Tel: (916) 608-7048

Fax: (916) 608-7222

mdozier@caiso.com

Attorneys for the California Independent  
System Operator Corporation

**Attachment A**

**DPT 1 LGIA executed first amendment**

**California Independent System Operator Service Agreement No. 1511**



**FIRST AMENDMENT TO**  
**STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT**  
**AMONG**  
**SOLAR PARTNERS I, LLC**  
**AND**  
**SOUTHERN CALIFORNIA EDISON COMPANY**  
**AND**

**THE CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION**

THIS FIRST AMENDMENT (“First Amendment”), dated JANUARY 26, 2011 is entered into by and among Solar Partners I, LLC, formerly DPT Ivanpah, LLC, a subsidiary of BrightSource Energy, Inc. as successor to Luz II, Inc., a limited liability company organized and existing under the laws of the State/Commonwealth of Delaware (“Solar Partners I”); Southern California Edison Company, as the Participating TO, a California corporation (“SCE”); and the California Independent System Operator Corporation, a California nonprofit public benefit corporation organized and existing under the laws of the State of California (“CAISO”). Solar Partners I, SCE, and the CAISO may individually be referred to as “Party” and collectively as the “Parties.”

**RECITALS**

A. **WHEREAS**, Solar Partners I, SCE and the CAISO entered into a Standard Large Generator Interconnection Agreement (“LGIA”) pursuant to which Solar Partners I shall interconnect its DPT 1 Project with the portion of the CAISO Controlled Grid, which is owned by SCE, the Participating TO.

B. **WHEREAS**, on February 12, 2010 SCE submitted the LGIA to the Federal Energy Regulatory Commission (“FERC”) for filing, and on August 23, 2010 FERC unconditionally accepted the LGIA.

C. **WHEREAS**, CAISO and SCE also filed with FERC two additional LGIAs (the “Solar Partners LGIAs”), for a total of 414 megawatts (“MW”), all with a common point of interconnection to the CAISO Controlled Grid.

D. **WHEREAS**, Solar Partners I notified the CAISO of its request to increase the net capacity of the DPT 1 Project from 100 MW to 132 MW and simultaneously decrease the capacity of the Solar Partners LGIAs such that there is no net increase in the aggregate capacity of the LGIA and the Solar Partners LGIAs.

E. **WHEREAS**, CAISO has determined that the modification requested by Solar Partners I is not a Material Modification as that term is defined in the CAISO tariff.

F. **WHEREAS**, therefore, the CAISO, SCE and Solar Partners I have agreed to enter into this First Amendment to revise the capacity of the DPT 1 Project under the LGIA.

#### **AMENDMENT**

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

1. All terms and conditions of the LGIA shall remain in effect and in full force except where expressly amended by this First Amendment. In the event of a conflict between the terms of this First Amendment and the corresponding terms of the LGIA appendices, the terms of this First Amendment shall govern. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the LGIA or in the CAISO Tariff.
2. Section 6 of Appendix A to the LGIA is amended by deleting the references to 106 MW and 6 MW in the one-line diagram and replacing them with references to 137 MW and 5 MW, respectively.
3. Section 1 of Appendix C to the LGIA is amended by replacing the first occurrence of the number “100” with the number “132”; replacing the number “6” with the number “5”; replacing the number “106” with the number “137”; and replacing the second occurrence of the number “100” with the number “137”.

4. Section 3(a) of Appendix C to the LGIA is amended by replacing the number “100” in the first line with the number “132”.
5. This First Amendment shall become effective upon execution by the Parties, subject to acceptance by FERC.
6. This First Amendment may be executed in two or more counterparts, each of which is deemed an original but all taken together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have executed this First Amendment in multiple originals, each of which shall constitute and be an original effective agreement among the Parties. By signing this First Amendment, the representatives of the Parties represent and warrant that they have the requisite authority to bind their respective principals.

SOLAR PARTNERS I, LLC  
a Delaware limited liability company

By: J.F. Jenkins-Stark  
Name: J.F. Jenkins-Stark  
Title: Chief Financial Officer  
Date: 1/31/2011

SOUTHERN CALIFORNIA EDISON COMPANY  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION  
a California nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties have executed this First Amendment in multiple originals, each of which shall constitute and be an original effective agreement among the Parties. By signing this First Amendment, the representatives of the Parties represent and warrant that they have the requisite authority to bind their respective principals.

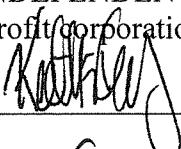
SOLAR PARTNERS I, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SOUTHERN CALIFORNIA EDISON COMPANY  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION  
a California nonprofit corporation


By:  \_\_\_\_\_  
Name: KEITH CASEY Ph.D.  
Title: VICE PRESIDENT  
MARKET & INFRASTRUCTURE DEVELOPMENT  
Date: 1/14/11

**IN WITNESS WHEREOF**, the Parties have executed this First Amendment in multiple originals, each of which shall constitute and be an original effective agreement among the Parties. By signing this First Amendment, the representatives of the Parties represent and warrant that they have the requisite authority to bind their respective principals.

SOLAR PARTNERS I, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SOUTHERN CALIFORNIA EDISON COMPANY  
a California corporation

By:  \_\_\_\_\_  
Name: David Mead  
Title: Vice President  
Date: 1-26-11

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION  
a California nonprofit corporation

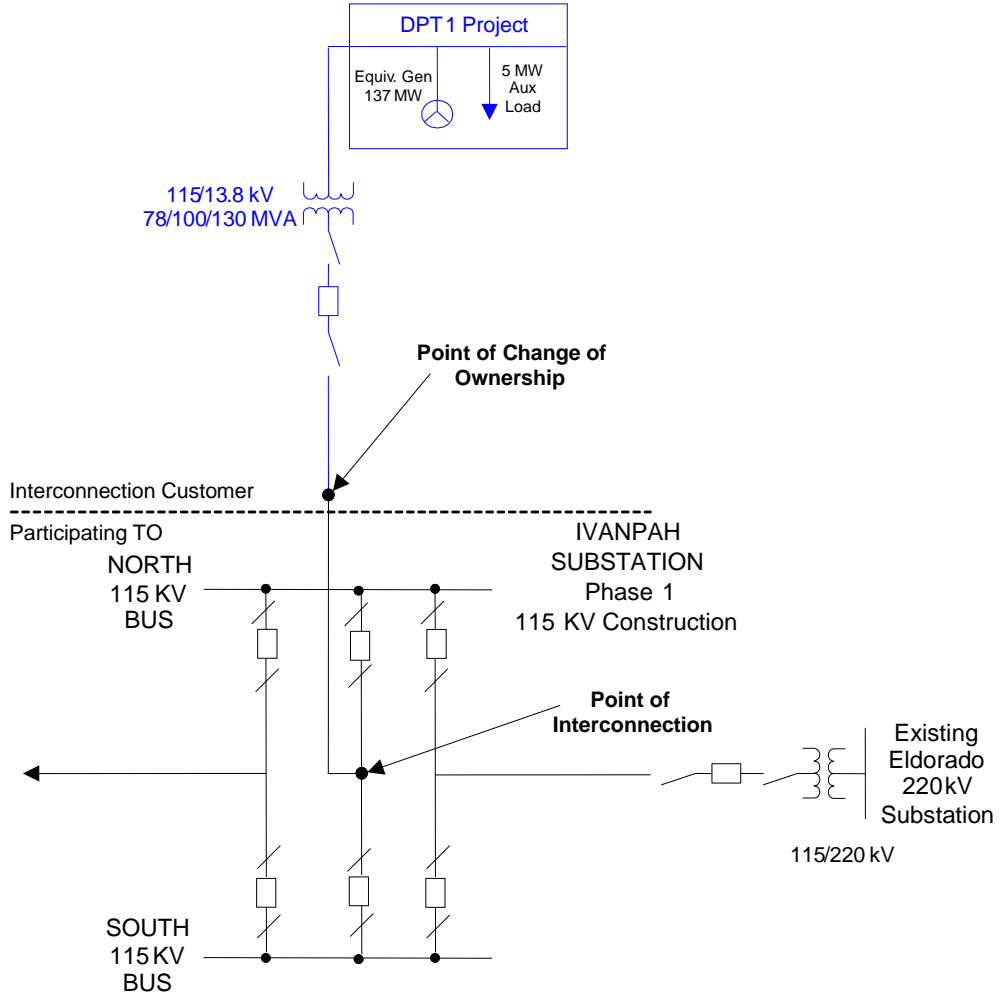
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attachment B**  
**DPT 1 LGIA as amended by the instant filing**  
**California Independent System Operator Service Agreement No. 1511**

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## Appendix A To LGIA

### 6. One-Line Diagram of Interconnection to Ivanpah Substation:





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## **Appendix C To LGIA**

### **Interconnection Details**

**1. Generating Facility:** All equipment and facilities comprising the proposed solar generating facility with a rated output of 137 MW and an auxiliary load of 5 MW for a total net output of 132 MW, located in San Bernardino County, California approximately six miles west of the California/Nevada border, as disclosed by the Interconnection Customer in its interconnection application, which consists of four solar-powered steam boilers powering a 137 MW synchronous steam turbine-generator, meters and metering equipment and appurtenant equipment (the “Generating Facility” or the “DPT 1 Project”).

\* \* \*

**3. Interconnection Principles:**

- (a) This LGIA provides for interconnection of a total capability of 132 MW, resulting from the interconnection of the DPT 1 Project, as described in Section 1 of this Appendix C. The Interconnection Customer acknowledges that if the Interconnection Customer wishes to increase the amount of interconnection capability provided pursuant to this LGIA, the Interconnection Customer shall be required to submit a new Interconnection Request in accordance with the terms and conditions of the CAISO Tariff.

**Attachment C**

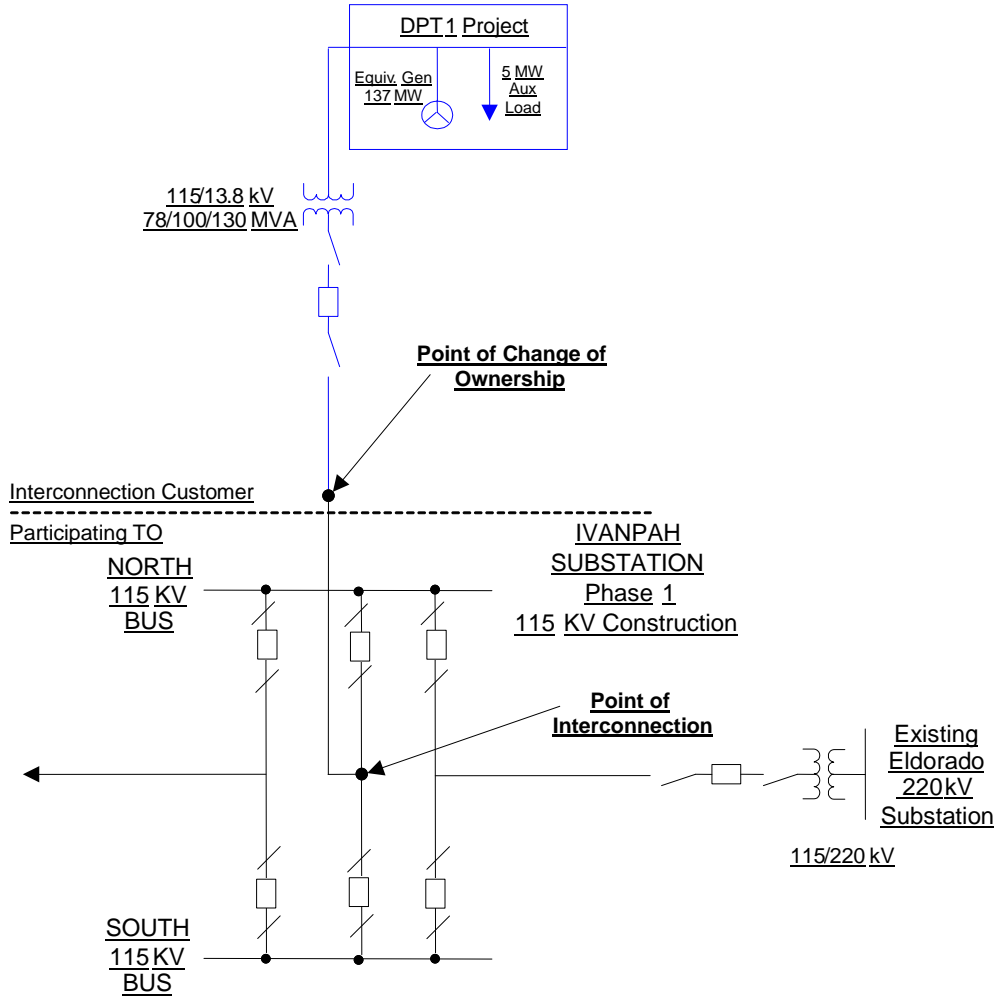
**DPT 1 LGIA as amended by the instant filing, with the revisions to the LGIA shown in  
marked tariff format**

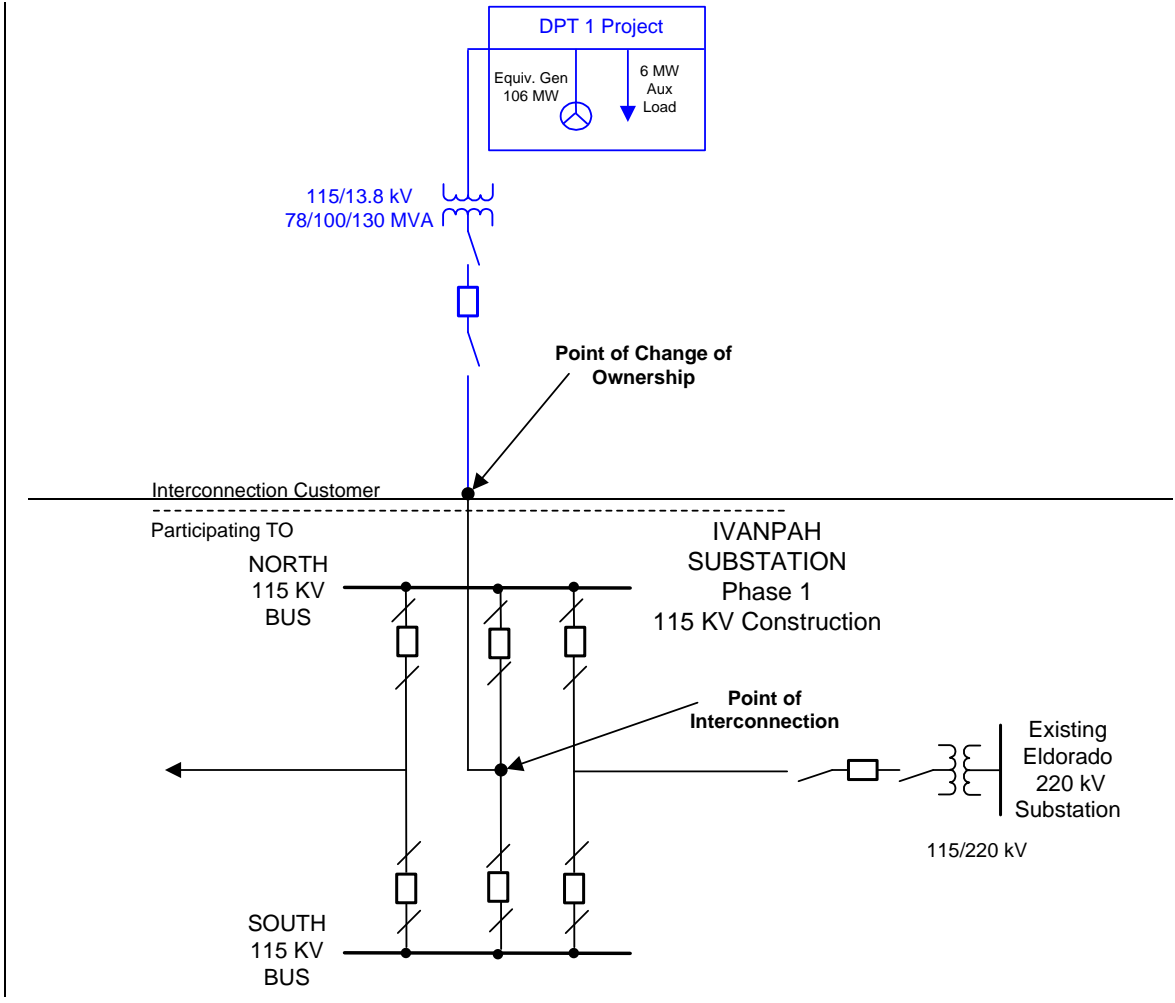
**California Independent System Operator Service Agreement No. 1511**

\* \* \*

**Appendix A  
To LGIA**

**6. One-Line Diagram of Interconnection to Ivanpah Substation:**





DPT 1 Project

Equiv. Gen  
106 MW

6 MW  
Aux  
Load

115/13.8 kV  
78/100/130 MVA

Point of Change of  
Ownership

Interconnection Customer

Participating TO

IVANPAH  
SUBSTATION

Phase 1

115 KV Construction

NORTH  
115 KV  
BUS

SOUTH  
115 KV  
BUS

Point of  
Interconnection

Existing  
Eldorado  
220 kV  
Substation

115/220 kV

\* \* \*

## Appendix C To LGIA

### Interconnection Details

**1. Generating Facility:** All equipment and facilities comprising the proposed solar generating facility with a rated output of 137406 MW and an auxiliary load of 56 MW for a total net output of 132400 MW, located in San Bernardino County, California approximately six miles west of the California/Nevada border, as disclosed by the Interconnection Customer in its interconnection application, which consists of four solar-powered steam boilers powering a 137400 MW synchronous steam turbine-generator, meters and metering equipment and appurtenant equipment (the “Generating Facility” or the “DPT 1 Project”).

\* \* \*

**3. Interconnection Principles:**

(a) This LGIA provides for interconnection of a total capability of 13200 MW, resulting from the interconnection of the DPT 1 Project, as described in Section 1 of this Appendix C. The Interconnection Customer acknowledges that if the Interconnection Customer wishes to increase the amount of interconnection capability provided pursuant to this LGIA, the Interconnection Customer shall be required to submit a new Interconnection Request in accordance with the terms and conditions of the CAISO Tariff.

\* \* \*

**Attachment E**

**DPT 2 LGIA as amended by the instant filing**

**California Independent System Operator Service Agreement No. 1643**

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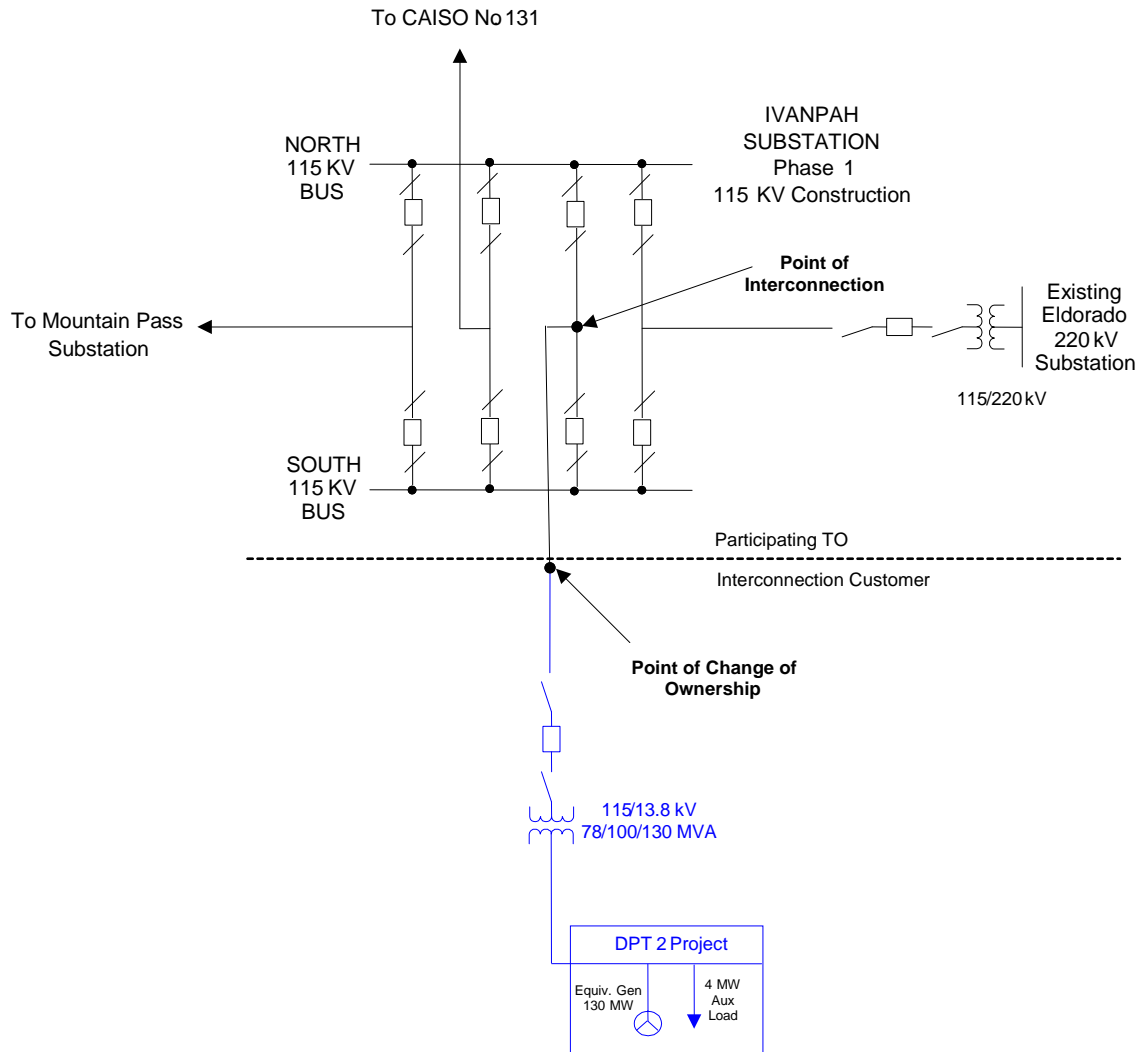
## Appendix A

### To LGIA

#### Interconnection Facilities, Network Upgrades and Distribution Upgrades

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#### 6. One-Line Diagram of Interconnection to Ivanpah Substation:



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## 12. Charges:

- (a) The Interconnection Customer shall pay to the Participating TO the following charges in accordance with the LGIA: (i) Delivery Network Upgrades Payment; (ii) Interconnection Facilities Payment; (iii) Reliability Network Upgrades Payment; (iv) Interconnection Facilities Charge; (v) payments for any Capital Additions; (vi) any reimbursable FERC fees pursuant to Section 13(f) of this Appendix A; (vii) costs associated with the Temporary Facilities pursuant to Section 18 of this Appendix A; (viii) Removal Cost pursuant to Article 2.4.3 of the LGIA and Section 11 of this Appendix A; (ix) termination charges pursuant to Article 2.4 of the LGIA, provided that if the DPT 2 Project precedes CAISO No. 131 such charges shall not be applicable to the extent the costs associated with termination of the LGIA are subject to Abandoned Plant Approval received by the Participating TO; and (x) disconnection costs pursuant to Article 2.5 of the LGIA.

\* \* \*

## 18. Temporary Interconnection

- (a) At the Interconnection Customer's request, the Facilities Study Report, dated November 23, 2009 performed for the DPT 2 Project considered an earlier temporary interconnection option prior to the completion of EITP ("Temporary Interconnection") in which the DPT 2 Project could interconnect and generate for deliveries at a reduced output of approximately 83 MW provided that no other generation project utilizes such Temporary Interconnection at the same time. In order to accommodate this Temporary Interconnection, the Participating TO has determined that a portion of the network upgrades described in this LGIA Appendix A, Section 17 would be required and that those network upgrades would be used for both the Temporary Interconnection and the planned long-term permanent interconnection. Additionally, some additional temporary facilities that are necessary for the Temporary Interconnection were also identified in the Facilities Study Report as needed for the long-term permanent interconnection. The additional facilities required for the Temporary Interconnection are identified in italics in the below Sections: e-1.1, e-1.2, e-1.4, e-1.5, e-2.1, and f-7 ("Temporary Facilities"). The costs for the network upgrades and temporary facilities to accommodate the Temporary Interconnection were identified in the Facilities Study Report dated November 23, 2009 as updated to include only temporary facilities on December 27, 2010.
- (b) The Participating TO has determined that the Temporary Interconnection could accommodate the DPT 2 Project on a reduced output basis of

approximately 83 MW provided that no other generation project utilizes such Temporary Interconnection at the same time. The Parties are still discussing final arrangements for the Temporary Interconnection. Pursuant to the results of the Facilities Study, the estimated time to complete the facilities required for Temporary Interconnection is approximately 24 months, subject to resource availability, after the appropriate authorizations and financing have been received. Additionally, the portion of the network upgrades identified in Section 17 of this Appendix A necessary to accommodate the Temporary Interconnection may be financed by the Participating TO pursuant to the terms of this LGIA.

- (c) Interconnection Customer has elected the option for the Temporary Interconnection.
- (d) For the Temporary Interconnection, the Interconnection Customer shall install the facilities identified in the executed DPT 2 Project LGIA, Appendix A, Section 1(a).of this LGIA.
- (e) For the Temporary Interconnection, the Participating TO shall install the following facilities:

**e –1 Substations**

**e –1.1 Kramer Substation**

Install two G.E. N60 Line Load Monitoring Relays, one on each Lugo No.1 and No.2 220kV Line Position and one SEL – 2407 Satellite Synchronized Clock for the new SPS – 3.

Install two sets of additional Bushing Current Transformers; one set each at two of the four existing Lugo No.1 and No.2 220kV T/L Circuit Breakers. *Install temporary Interface Terminal Equipment.*

**e –1.2 Lugo Substation**

Install two G.E. N60 Line Load Monitoring Relays, one on each Kramer No.1 and No.2 220kV Line Position and one SEL – 2407 Satellite Synchronized Clock for the new SPS – 3.

Install two sets of additional Bushing Current Transformers; one set each at two of the four existing Kramer No.1 and No.2 220kV T/L Circuit Breakers. *Install permanent and temporary Interface Terminal Equipment.*

**e –1.3 Eldorado Substation**

Install permanent Interface Terminal Equipment.

**e –1.4 CoolWater Substation**

*Install permanent and temporary Interface Terminal Equipment.*

**e –1.5 Big Horn Substation and Micro Wave Site**

*Install temporary pole, communication enclosure and related equipment and Interface Terminal Equipment for T1 interface.*

#### **e –2.1 Telecommunications**

*Install two new M/W Paths between the new Nipton Microwave (M/W) Repeater Site and temporary facilities at Lower Potosi Communications Sites. Install new permanent Micro Wave tower at Nipton communication site and related equipment. Install temporary facilities at Nipton communication site for Lower Potosi link and related equipment. Add temporary facilities and related equipment to existing Micro Wave tower at Lower Potosi or modify tower if required.*

These M/W Paths will be combined with new channels to be installed as part of the Eldorado – Ivanpah Transmission Project and also with a combination of existing channels presently linking Eldorado to Cool Water, Kramer and Lugo Substations to support SPS – 3.

Install Interface Terminal Equipment at all locations addressed above.

#### **e –2.2 Power System Control**

Upgrade existing RTU's at Kramer and Lugo to install additional points as required to support SPS – 3.

- (f) Participating TO's Network Upgrades Required to Support Temporary Interconnection:

#### **f–1 Eldorado – Baker – Cool Water – Dunn Siding – Mountain Pass 115kV Line**

The Participating TO shall loop the existing line into Ivanpah Substation and form the two new Ivanpah – Baker – Cool Water – Dunn Siding – Mountain Pass and Eldorado – Ivanpah 115kV Lines.

#### **f–2 Ivanpah 115kV Substation**

The Participating TO shall install the required section of the 115 kV Switchyard and all related elements at Ivanpah Substation to loop the existing Eldorado – Mountain Pass segment of the Eldorado – Baker – Coolwater – Dunn Siding – Mountain Pass 115 kV line and install the required Reliability Network Upgrade elements of the new DPT 2 Project Ivanpah 115 kV Generation Tie-Line. The initial configuration will also include the site preparation, perimeter fences, control cable trenches and paved driveways for the complete 885-foot by 850-foot area required for the ultimate configuration plus the installation of the mechanical electrical equipment room (MEER).

### **f-3 DPT 2 Project – Ivanpah 115 kV Generation Tie Line**

The Participating TO shall install all required structures and conductors of the DPT 2 Project 115 kV generation tie-line from the last structure owned by the Interconnection Customer, outside of and closest to the property line boundary at Ivanpah Substation, to the substation dead-end structure.

### **f-4 Cool Water Gen. Sta. 115kV Switchyard – Line Protection Upgrades**

Upgrade the Line Protection relays on the existing Eldorado – Baker – Cool Water – Dunn Siding – Mountain Pass 115kV Line. This line will become the Ivanpah – Baker – Dunn Siding – Mountain Pass 115kV Line.

### **f-5 Mountain Pass Substation – Line Protection Upgrades**

Upgrade the Line Protection relays on the existing Eldorado – Baker – Cool Water – Dunn Siding 115kV Line. This line will become the Ivanpah – Baker – Cool Water – Dunn Siding 115kV Line.

### **f-6 Eldorado Substation – Line Protection Upgrades**

Upgrade the Line Protection relays on the existing Baker – Cool Water – Dunn Siding – Mountain Pass 115kV Line. This line will become the Ivanpah 115kV Line.

### **f-7 Permanent Facilities for SPS-1 and SPS-2**

Install new Micro Wave tower and terminal equipment at Ivanpah Substation and the Generating Facility to support the 115kV Gen Tie Line Protection and SPS – 1 and SPS – 2 Relays. *Install temporary Micro Wave equipment for Ivanpah-Big Horn link.*

Install approximately 1.5 mile of underground fiber optic cable from Ivanpah Substation to the Generating Facility to provide one of the two telecommunication paths required for the SPS. Solar Partners I will provide the other path by installing underground fiber optic cable in a duct bank.

Install new All Dielectric Self Supporting (ADSS) Fiber Optic Cable on new poles and a segment of Underground Fiber Optic Cable from the Eldorado – Lugo 500kV Structure located near the town of Nipton addressed on Item A – 1.1 on Page 9 to the new Nipton M/W Repeater Site.

Install a new M/W Path between the new Nipton M/W Repeater Site and Ivanpah Substation.

Install approximately seven miles of new ADSS Fiber Optic Cable on existing 33kV Poles from Ivanpah Substation Mountain Pass Substation.

Install approximately one mile of new ADSS Fiber Optic Cable on the existing Nipton 33kV Circuit poles from Mountain Pass Substation to the Mountain Pass AT&T Communications Site.

Install Interface Terminal Equipment at each substation or switchyard location addressed above plus new Signal Amplifying Equipment at Mountain Pass Substation.

**f-8 Power System Control**

Install one RTU at the Generating Facility to monitor the typical Generation elements such as MW, MVAR, terminal Voltage and Circuit Breaker Status at each Generating Unit and the Plant Auxiliary Load and transmit the information to the Lugo Substation Remote Port Server.

Install one RTU at Ivanpah Substation to monitor the 115kV Lines elements.

**f-9 Corporate Real Estate**

Perform all activities related to survey, mapping and land acquisition as required to install the new Ivanpah Substation and all new Fiber Optic Cables.

**f-10 Participating TO's Distribution Upgrades Required to Support Temporary Interconnection:**

Route a section of the existing Nipton 33kV Distribution Circuit out of Mountain Pass Substation into Ivanpah Substation to provide a source of Substation Light and Power.

Proceeding with the Temporary Interconnection is contingent on the Interconnection Customer's payment of all costs associated with the Temporary Facilities. Such costs are set forth in the following table:

<b>Temporary Interconnection Facilities</b>		Interconnection Customer's Cost Responsibility
Temporary Facilities – Protection, RAS & SCADA Circuits		\$4,627,000
Temporary Facilities Removal Costs		\$1,177,000

Total		\$5,804,000
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Pursuant to Article 12.1 of the LGIA, the Participating TO shall submit to the Interconnection Customer invoices due for the costs associated with the Temporary Facilities. Such invoices shall be in the amounts and due on the dates set forth in the following Payment Schedule:

#### Payment Schedule

Payment Period	Temporary Interconnection Facilities	Due Date
1	\$20,000	1/28/2011
2	\$41,000	2/1/2011
3	\$59,000	3/1/2011
4	\$77,000	4/1/2011
5	\$98,000	5/1/2011
6	\$118,000	6/1/2011
7	\$136,000	7/1/2011
8	\$159,000	8/1/2011
9	\$207,000	9/1/2011
10	\$360,000	10/1/2011
11	\$696,000	11/1/2011
12	\$725,000	12/1/2011
13	\$607,000	1/1/2012
14	\$302,000	2/1/2012

15	\$302,000	3/1/2012
16	\$363,000	4/1/2012
17	\$414,000	5/1/2012
18	\$423,000	6/1/2012
19	\$381,000	7/1/2012
20	\$260,000	8/1/2012
21	\$56,000	9/1/2012
<b>Total</b>	\$5,804,000	

As soon as reasonably practicable, but within twelve (12) months after completion of the Temporary Facilities and the commencement of Temporary Interconnection service, the Participating TO shall provide an invoice of the final cost of the construction of the Temporary Facilities to the Interconnection Customer, and shall set forth such costs in sufficient detail to enable the Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. The Participating TO shall refund to the Interconnection Customer any amount by which the payment made by the Interconnection Customer for estimated costs of the Temporary Facilities exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice; or, in the event the actual costs of construction exceed the Interconnection Customer's payment made for the estimated costs of the Temporary Facilities, then the Interconnection Customer shall pay to the Participating TO any amount by which the actual costs of construction exceed the payment made by the Interconnection Customer for estimated costs within thirty (30) Calendar Days of the issuance of such final construction invoice.

Within twelve (12) months following the removal of the Temporary Facilities, the Participating TO shall determine the actual removal cost for such facilities and provide the Interconnection Customer with a final invoice. The Participating TO shall refund to the Interconnection Customer any amount by which the payment by the Interconnection Customer for the estimated removal cost of the Temporary Facilities exceeds the actual removal cost within thirty (30) Calendar

Days of the issuance of such final invoice; or, in the event the actual removal cost exceeds the Interconnection Customer's payment for the estimated removal cost, then the Interconnection Customer shall pay to the Participating TO any amount by which the actual removal cost exceeds the payment by the Interconnection Customer for the estimated removal cost within thirty (30) Calendar Days of the issuance of such final invoice. For purposes of this Section 18 of Appendix A to the LGIA, the removal cost for the Temporary Facilities shall be calculated as the amount, if positive, of the costs of removal minus the salvage value of the Temporary Facilities.

\* \* \*

## **Appendix C**

### **To LGIA**

#### **Interconnection Details**

- 1. Generating Facility:** All equipment and facilities comprising the proposed solar generating facility with a rated output of 130 MW and an auxiliary load of 4 MW for a total net output of 126 MW, located in San Bernardino County, California approximately six miles west of the California/Nevada border, as disclosed by the Interconnection Customer in its interconnection application, which consists of four solar-powered steam boilers powering a 130 MW synchronous steam turbine-generator, meters and metering equipment and appurtenant equipment (the "DPT 2 Project").

\* \* \*

#### **3. Interconnection Principles:**

- (a) This LGIA provides for interconnection of a total capability of 126 MW, resulting from the interconnection of the DPT 2 Project, as described in Section 1 of this Appendix C. The Interconnection Customer acknowledges that if the Interconnection Customer wishes to increase the amount of interconnection capability provided pursuant to this LGIA, the Interconnection Customer shall be required to submit a new Interconnection Request in accordance with the terms and conditions of the CAISO Tariff.

\* \* \*



**Attachment F**

**DPT 2 LGIA as amended by the instant filing, with the revisions to the LGIA shown in  
marked tariff format**

**California Independent System Operator Service Agreement No. 1643**

\*\*\*

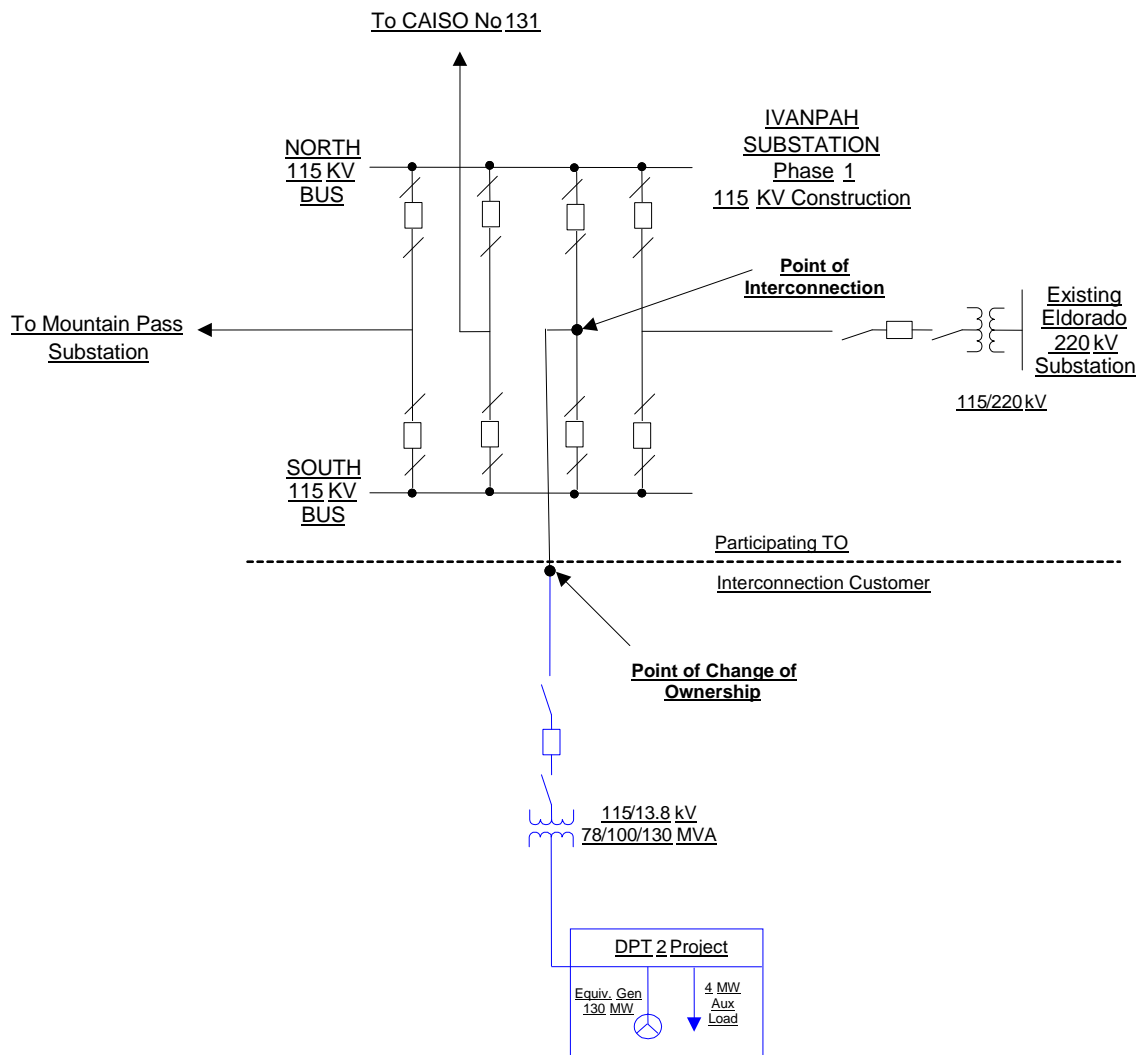
## Appendix A

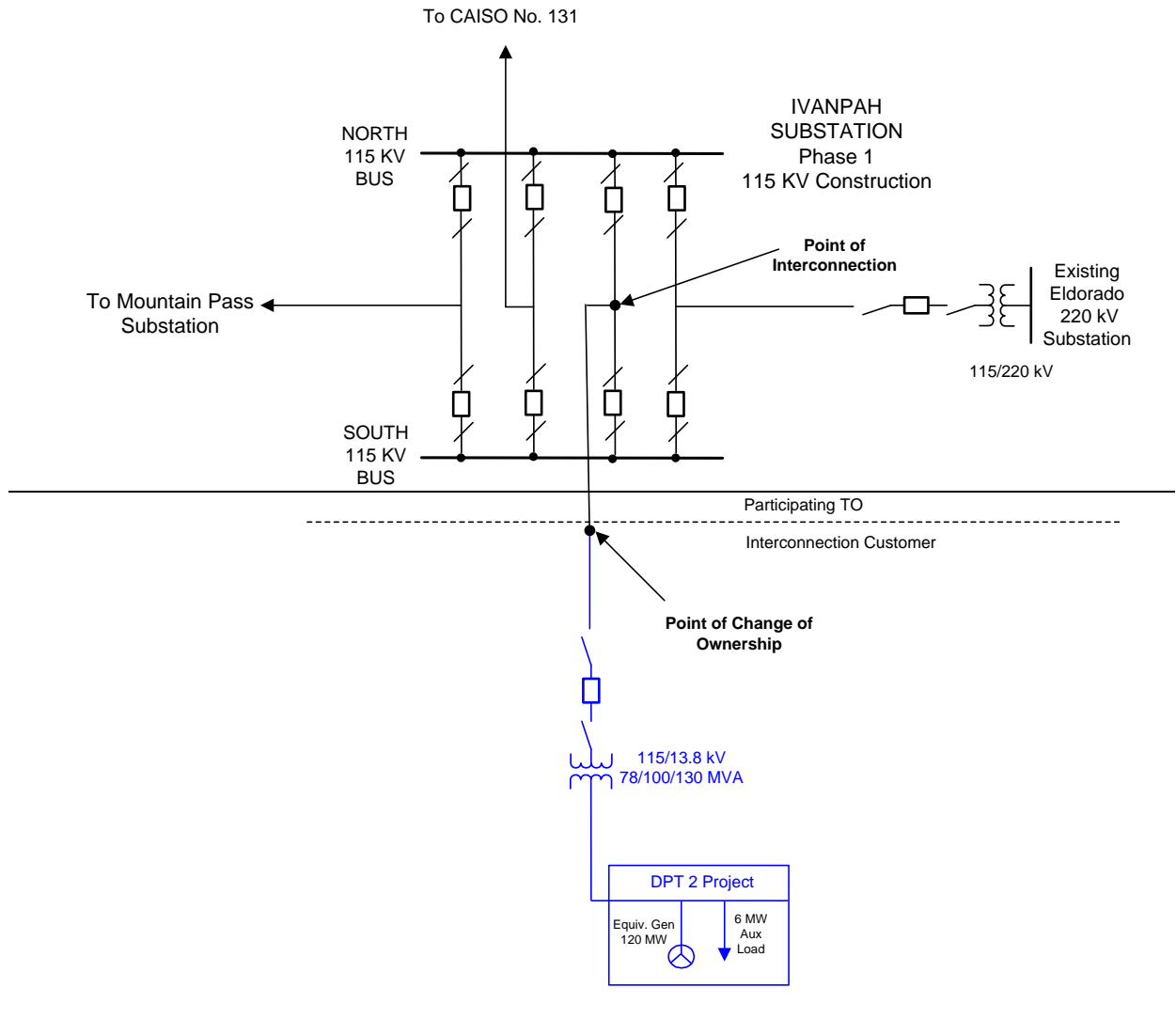
### To LGIA

#### Interconnection Facilities, Network Upgrades and Distribution Upgrades

\*\*\*

#### 6. One-Line Diagram of Interconnection to Ivanpah Substation:





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## 12. Charges:

- (a) \_\_\_The Interconnection Customer shall pay to the Participating TO the following charges in accordance with the LGIA: (i) Delivery Network Upgrades Payment; (ii) Interconnection Facilities Payment; (iii) Reliability Network Upgrades Payment; (iv) Interconnection Facilities Charge; (v) payments for any Capital Additions; (vi) any reimbursable FERC fees pursuant to Section 13(f) of this Appendix A; (vii) costs associated with the Temporary Facilities pursuant to Section 18 of this Appendix A; (viii) Removal Cost pursuant to Article 2.4.3 of the LGIA and Section 11 of this

Appendix A; (~~ixviii~~) termination charges pursuant to Article 2.4 of the LGIA, provided that if the DPT 2 Project precedes CAISO No. 131 such charges shall not be applicable to the extent the costs associated with termination of the LGIA are subject to Abandoned Plant Approval received by the Participating TO; and (~~xix~~) disconnection costs pursuant to Article 2.5 of the LGIA.

\* \* \*

## 18. Temporary Interconnection

- (a) At the Interconnection Customer's request, the Facilities Study Report, dated November 23, 2009 performed for the DPT 2 Project considered an earlier temporary interconnection option prior to the completion of EITP ("Temporary Interconnection") in which the DPT 2 Project could interconnect and generate for deliveries at a reduced output of approximately 83 MW provided that no other generation project utilizes such Temporary Interconnection at the same time. In order to accommodate this Temporary Interconnection, the Participating TO has determined that a portion of the network upgrades described in this LGIA Appendix A, Section 17(~~a~~) would be required and that those network upgrades would be used for both the Temporary Interconnection and the planned long-term permanent interconnection. Additionally, some additional temporary facilities that are necessary for the Temporary Interconnection were also identified in the Facilities Study Report as needed for the long-term permanent interconnection. The additional facilities required for the Temporary Interconnection are identified in italics in the below Sections: e-1.1, e-1.2, e-1.4, e-1.5, e-2.1, and f-7 ("Temporary Facilities"). The costs for the network upgrades and temporary facilities to accommodate the Temporary Interconnection were identified in the Facilities Study Report dated November 23, 2009 as updated to include only temporary facilities on December 27, 2010.
- (b) The Participating TO has determined that the Temporary Interconnection could accommodate the DPT 2 Project on a reduced output basis of approximately 83 MW provided that no other generation project utilizes such Temporary Interconnection at the same time. The Parties are still discussing final arrangements for the Temporary Interconnection. Pursuant to the results of the Facilities Study, the estimated time to complete the facilities required for Temporary Interconnection is approximately 24 months, subject to resource availability, after the appropriate authorizations and financing have been received. Additionally, the portion of the network upgrades identified in Section 17(~~a~~) of this Appendix A necessary to accommodate the Temporary Interconnection may be financed by the Participating TO pursuant to the terms of this LGIA.

- (c) ~~If Interconnection Customer has elected~~elects the option for the Temporary Interconnection.
- (d) ~~For, the Parties have agreed to amend this LGIA to provide the Temporary Interconnection.~~ Such amendment would be subject to FERC acceptance or approval. If, at that time, the Participating TO has received the regulatory approvals contemplated in this LGIA for it to finance the network upgrades, then the amendment for the Temporary Interconnection shall address only those facilities identified as Temporary Facilities in the Facilities Study Report dated November 23, 2009. If the Participating TO has not received the regulatory approvals contemplated in this LGIA for it to finance the network upgrades, then the amendment for the Temporary Interconnection shall address both Temporary Facilities and that portion of the network upgrades necessary to support the Temporary Interconnection. In the latter case, the Participating TO ~~may require~~ the Interconnection Customer shall install the facilities identified in the executed DPT 2 Project LGIA, Appendix A, Section 1(a) of this LGIA.
- (e) For the Temporary Interconnection, the Participating TO shall install the following facilities:

**e -1 Substations**

**e -1.1 Kramer Substation**

Install two G.E. N60 Line Load Monitoring Relays, one on each Lugo No.1 and No.2 220kV Line Position and one SEL – 2407 Satellite Synchronized Clock for the new SPS – 3.

Install two sets of additional Bushing Current Transformers; one set each at two of the four existing Lugo No.1 and No.2 220kV T/L Circuit Breakers. *Install temporary Interface Terminal Equipment.*

**e -1.2 Lugo Substation**

Install two G.E. N60 Line Load Monitoring Relays, one on each Kramer No.1 and No.2 220kV Line Position and one SEL – 2407 Satellite Synchronized Clock for the new SPS – 3.

Install two sets of additional Bushing Current Transformers; one set each at two of the four existing Kramer No.1 and No.2 220kV T/L Circuit Breakers. *Install permanent and temporary Interface Terminal Equipment.*

**e -1.3 Eldorado Substation**

Install permanent Interface Terminal Equipment.

**e -1.4 CoolWater Substation**

Install permanent and temporary Interface Terminal Equipment.

### **e –1.5 Big Horn Substation and Micro Wave Site**

Install temporary pole, communication enclosure and related equipment and Interface Terminal Equipment for T1 interface.

### **e –2.1 Telecommunications**

Install two new M/W Paths between the new Nipton Microwave (M/W) Repeater Site and temporary facilities at Lower Potosi Communications Sites. Install new permanent Micro Wave tower at Nipton communication site and related equipment. Install temporary facilities at Nipton communication site for Lower Potosi link and related equipment. Add temporary facilities and related equipment to existing Micro Wave tower at Lower Potosi or modify tower if required.

These M/W Paths will be combined with new channels to be installed as part of the Eldorado – Ivanpah Transmission Project and also with a combination of existing channels presently linking Eldorado to Cool Water, Kramer and Lugo Substations to support SPS – 3.

Install Interface Terminal Equipment at all locations addressed above.

### **e –2.2 Power System Control**

Upgrade existing RTU's at Kramer and Lugo to install additional points to finance such network upgrades until such time as required to support SPS – 3.

(f) Participating TO's Network Upgrades Required to Support Temporary Interconnection:

### **f–1 Eldorado – Baker – Cool Water – Dunn Siding – Mountain Pass 115kV Line**

The Participating TO shall loop the existing line into Ivanpah Substation and form the two new Ivanpah – Baker – Cool Water – Dunn Siding – Mountain Pass and Eldorado – Ivanpah 115kV Lines.

### **f–2 Ivanpah 115kV Substation**

The it has received the regulatory approvals contemplated in this LGIA for the Participating TO shall install the required section of the 115 kV Switchyard and all related elements at Ivanpah Substation to loop the existing Eldorado – Mountain Pass segment of the Eldorado – Baker – Coolwater – Dunn Siding – Mountain Pass 115 kV line and install the required Reliability Network Upgrade elements of the new DPT 2 Project

Ivanpah 115 kV Generation Tie-Line. The initial configuration will also include the site preparation, perimeter fences, control cable trenches and paved driveways for the complete 885-foot by 850-foot area required for the ultimate configuration plus the installation of the mechanical electrical equipment room (MEER).

**f-3 DPT 2 Project – Ivanpah 115 kV Generation Tie Line**

The Participating TO shall install all required structures and conductors of the DPT 2 Project 115 kV generation tie-line from the last structure owned by finance the network upgrades. If the Interconnection Customer, outside of has financed such network upgrades and closest to the property line boundary at Ivanpah Substation, to the substation dead-end structure.

**f-4 Cool Water Gen. Sta. 115kV Switchyard – Line Protection Upgrades**

Upgrade the Line Protection relays on the existing Eldorado – Baker – Cool Water – Dunn Siding – Mountain Pass 115kV Line. This line will become the Ivanpah – Baker – Dunn Siding – Mountain Pass 115kV Line.

**f-5 Mountain Pass Substation – Line Protection Upgrades**

Upgrade the Line Protection relays on the existing Eldorado – Baker – Cool Water – Dunn Siding 115kV Line. This line will become the Ivanpah – Baker – Cool Water – Dunn Siding 115kV Line.

**f-6 Eldorado Substation – Line Protection Upgrades**

Upgrade the Line Protection relays on the existing Baker – Cool Water – Dunn Siding – Mountain Pass 115kV Line. This line will become the Ivanpah 115kV Line.

**f-7 Permanent Facilities for SPS-1 and SPS-2**

Install new Micro Wave tower and terminal equipment at Ivanpah Substation and the Generating Facility to support the 115kV Gen Tie Line Protection and SPS – 1 and SPS – 2 Relays. *Install temporary Micro Wave equipment for Ivanpah-Big Horn link.*

Install approximately 1.5 mile of underground fiber optic cable from Ivanpah Substation to the Generating Facility to provide one of the two telecommunication paths required for the SPS. Solar Partners I will provide the other path by installing underground fiber optic cable in a duct bank.

Install new All Dielectric Self Supporting (ADSS) Fiber Optic Cable on new poles and a segment of Underground Fiber Optic Cable from the Eldorado

– Lugo 500kV Structure located near the town of Nipton addressed on Item A – 1.1 on Page 9 to the new Nipton M/W Repeater Site.

Install a new M/W Path between the new Nipton M/W Repeater Site and Ivanpah Substation.

Install approximately seven miles of new ADSS Fiber Optic Cable on existing 33kV Poles from Ivanpah Substation Mountain Pass Substation.

Install approximately one mile of new ADSS Fiber Optic Cable on the existing Nipton 33kV Circuit poles from Mountain Pass Substation to the Mountain Pass AT&T Communications Site.

Install Interface Terminal Equipment at each substation or switchyard location addressed above plus new Signal Amplifying Equipment at Mountain Pass Substation.

#### **f-8 Power System Control**

Install one RTU at the Generating Facility to monitor the typical Generation elements such as MW, MVAR, terminal Voltage and Circuit Breaker Status at each Generating Unit and the Plant Auxiliary Load and transmit the information to the Lugo Substation Remote Port Server.

Install one RTU at Ivanpah Substation to monitor the 115kV Lines elements.

#### **f-9 Corporate Real Estate**

Perform all activities related to survey, mapping and land acquisition as required to install the new Ivanpah Substation and all new Fiber Optic Cables.

#### **f-10 Participating TO's Distribution Upgrades Required to Support Temporary Interconnection:**

Route a section of the existing Nipton 33kV Distribution Circuit out of Mountain Pass Substation into Ivanpah Substation to provide a source of Substation Light and Power.

Proceeding with the Temporary Interconnection is contingent on the TO subsequently receives such regulatory approval, the Participating TO shall refund Interconnection Customer's payment of all costs associated with the Temporary Facilities. Such costs are set forth in the following table:



<b><u>Temporary Interconnection Facilities</u></b>		<b><u>Interconnection Customer's Cost Responsibility</u></b>
<u>Temporary Facilities – Protection, RAS &amp; SCADA Circuits</u>		<u>\$4,627,000</u>
<u>Temporary Facilities Removal Costs</u>		<u>\$1,177,000</u>
<u>Total</u>		<u>\$5,804,000</u>

Pursuant to Article 12.1 of the LGIA, the Participating TO shall submit to the advanced financing including interest (FERC rate). The Interconnection Customer invoices due for the costs associated with the Temporary Facilities. Such invoices shall be in the amounts and due on the dates set forth in the following Payment Schedule:

Payment Schedule

<u>Payment Period</u>	<u>Temporary Interconnection Facilities</u>	<u>Due Date</u>
<u>1</u>	<u>\$20,000</u>	<u>1/28/2011</u>
<u>2</u>	<u>\$41,000</u>	<u>2/1/2011</u>
<u>3</u>	<u>\$59,000</u>	<u>3/1/2011</u>
<u>4</u>	<u>\$77,000</u>	<u>4/1/2011</u>
<u>5</u>	<u>\$98,000</u>	<u>5/1/2011</u>
<u>6</u>	<u>\$118,000</u>	<u>6/1/2011</u>
<u>7</u>	<u>\$136,000</u>	<u>7/1/2011</u>
<u>8</u>	<u>\$159,000</u>	<u>8/1/2011</u>

<u>9</u>	<u>\$207,000</u>	<u>9/1/2011</u>
<u>10</u>	<u>\$360,000</u>	<u>10/1/2011</u>
<u>11</u>	<u>\$696,000</u>	<u>11/1/2011</u>
<u>12</u>	<u>\$725,000</u>	<u>12/1/2011</u>
<u>13</u>	<u>\$607,000</u>	<u>1/1/2012</u>
<u>14</u>	<u>\$302,000</u>	<u>2/1/2012</u>
<u>15</u>	<u>\$302,000</u>	<u>3/1/2012</u>
<u>16</u>	<u>\$363,000</u>	<u>4/1/2012</u>
<u>17</u>	<u>\$414,000</u>	<u>5/1/2012</u>
<u>18</u>	<u>\$423,000</u>	<u>6/1/2012</u>
<u>19</u>	<u>\$381,000</u>	<u>7/1/2012</u>
<u>20</u>	<u>\$260,000</u>	<u>8/1/2012</u>
<u>21</u>	<u>\$56,000</u>	<u>9/1/2012</u>
<b><u>Total</u></b>	<b><u>\$5,804,000</u></b>	

As soon as reasonably practicable, but within twelve (12) months after completion of the Temporary Facilities and the commencement of Temporary Interconnection service, the Participating TO shall provide an invoice of the final cost of the construction of the Temporary Facilities to the Interconnection Customer, and shall set forth such reserves the right to challenge the costs identified in the report, and by agreeing to certain costs in sufficient detail to enable the Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. The Participating TO shall refund to the Interconnection Customer any amount by which the payment made by the Interconnection Customer for estimated costs of the Temporary Facilities exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice; or, in the event the actual costs of construction exceed the Interconnection Customer's payment made for the estimated costs of the Temporary Facilities, then the Interconnection Customer shall pay to the Participating TO any amount by which the actual costs of construction exceed the payment made by the Interconnection

Customer for estimated costs within thirty (30) Calendar Days of the issuance of such final construction invoice.

(a) Within twelve (12) months following the removal of the Temporary Facilities, the Participating TO shall determine the actual removal cost for this LGIA does not waive such facilities and provide the Interconnection Customer with a final invoice. The Participating TO shall refund to the Interconnection Customer any amount by which the payment by the Interconnection Customer for the estimated removal cost of the Temporary Facilities exceeds the actual removal cost within thirty (30) Calendar Days of the issuance of such final invoice; or, in the event the actual removal cost exceeds the Interconnection Customer's payment for the estimated removal cost, then the Interconnection Customer shall pay to the Participating TO any amount by which the actual removal cost exceeds the payment by the Interconnection Customer for the estimated removal cost within thirty (30) Calendar Days of the issuance of such final invoice. For purposes of this Section 18 of Appendix A to the LGIA, the removal cost for the Temporary Facilities shall be calculated as the amount, if positive, of the costs of removal minus the salvage value of the Temporary Facilities.right.

\* \* \*

## Appendix C

### To LGIA

#### Interconnection Details

**1. Generating Facility:** All equipment and facilities comprising the proposed solar generating facility with a rated output of 130420 MW and an auxiliary load of 46 MW for a total net output of 126444 MW, located in San Bernardino County, California approximately six miles west of the California/Nevada border, as disclosed by the Interconnection Customer in its interconnection application, which consists of four solar-powered steam boilers powering a 130444 MW synchronous steam turbine-generator, meters and metering equipment and appurtenant equipment (the "DPT 2 Project").

\* \* \*

#### **3. Interconnection Principles:**

(a) This LGIA provides for interconnection of a total capability of 126444 MW, resulting from the interconnection of the DPT 2 Project, as described in Section 1 of this Appendix C. The Interconnection Customer acknowledges

that if the Interconnection Customer wishes to increase the amount of interconnection capability provided pursuant to this LGIA, the Interconnection Customer shall be required to submit a new Interconnection Request in accordance with the terms and conditions of the CAISO Tariff.

\* \* \*

**Attachment G**

**DPT 2 LGIA executed first amendment**

**California Independent System Operator Service Agreement No. 1645**

**FIRST AMENDMENT TO**  
**STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT**  
**AMONG**  
**SOLAR PARTNERS VIII, LLC**  
**AND**  
**SOUTHERN CALIFORNIA EDISON COMPANY**  
**AND**

**THE CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION**

THIS FIRST AMENDMENT (“First Amendment”), dated JANUARY 26, 2011 is entered into by and among Solar Partners VIII, LLC, a subsidiary of BrightSource Energy, Inc. as successor to Luz II, Inc., a limited liability company organized and existing under the laws of the State/Commonwealth of Delaware (“Solar Partners VIII”); Southern California Edison Company, as the Participating TO, a California corporation (“SCE”); and the California Independent System Operator Corporation, a California nonprofit public benefit corporation organized and existing under the laws of the State of California (“CAISO”). Solar Partners VIII, SCE, and the CAISO may individually be referred to as “Party” and collectively as the “Parties.”

**RECITALS**

A. **WHEREAS**, Solar Partners VIII, SCE and the CAISO entered into a Standard Large Generator Interconnection Agreement (“LGIA”) pursuant to which Solar Partners VIII shall interconnect its Ivanpah 3 Project with the portion of the CAISO Controlled Grid, which is owned by SCE, the Participating TO.

B. **WHEREAS**, on August 2, 2010 SCE submitted the LGIA to the Federal Energy Regulatory Commission (“FERC”) for filing, and on September 23, 2010 FERC accepted the LGIA.

C. **WHEREAS**, CAISO and SCE also filed with FERC two additional LGIAs (the “Solar Partners LGIAs”), for a total of 414 megawatts (“MW”), all with a common point of interconnection to the CAISO Controlled Grid.

D. **WHEREAS**, Solar Partners VIII notified the CAISO of its request to decrease the net capacity of the Ivanpah 3 Project from 200 MW to 132 MW and simultaneously increase the capacity of the Solar Partners LGIAs such that there is no net increase in the aggregate capacity of the LGIA and the Solar Partners LGIAs.

E. **WHEREAS**, CAISO has determined that the modification requested by Solar Partners VIII is not a Material Modification as that term is defined in the CAISO tariff.

F. **WHEREAS**, therefore, the CAISO, SCE and Solar Partners VIII have agreed to enter into this First Amendment to revise the capacity of the Ivanpah 3 Project under the LGIA.

### **AMENDMENT**

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

1. All terms and conditions of the LGIA shall remain in effect and in full force except where expressly amended by this First Amendment. In the event of a conflict between the terms of this First Amendment and the corresponding terms of the LGIA appendices, the terms of this First Amendment shall govern. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the LGIA or in the CAISO Tariff.
2. Section 6 of Appendix A to the LGIA is amended by deleting the references to 211 MW and 11 MW in the one-line diagram and replacing them with references to 137 MW and 5 MW, respectively.
3. Section 1 of Appendix C to the LGIA is amended by replacing the first occurrence of the number “200” with the number “132”; replacing the number “11” with the number “5”; replacing the number “211” with the number “137”; and replacing the second occurrence of the number “200” with the number “137”.
4. Section 3(a) of Appendix C to the LGIA is amended by replacing the number “200” in the first line with the number “132”.

5. This First Amendment shall become effective upon execution by the Parties, subject to acceptance by FERC.
6. This First Amendment may be executed in two or more counterparts, each of which is deemed an original but all taken together shall constitute one and the same instrument.



IN WITNESS WHEREOF, the Parties have executed this First Amendment in multiple originals, each of which shall constitute and be an original effective agreement among the Parties. By signing this First Amendment, the representatives of the Parties represent and warrant that they have the requisite authority to bind their respective principals.

SOLAR PARTNERS VIII, LLC  
a Delaware limited liability company

By: JF Jenkins-Stark  
Name: JF Jenkins-Stark  
Title: Chief Financial Officer  
Date: 1/13/2011

SOUTHERN CALIFORNIA EDISON COMPANY  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION  
a California nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties have executed this First Amendment in multiple originals, each of which shall constitute and be an original effective agreement among the Parties. By signing this First Amendment, the representatives of the Parties represent and warrant that they have the requisite authority to bind their respective principals.


SOLAR PARTNERS VIII, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SOUTHERN CALIFORNIA EDISON COMPANY  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION  
a California nonprofit corporation

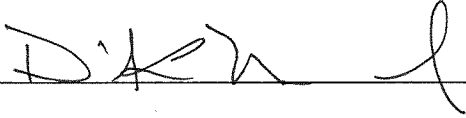
By:  \_\_\_\_\_  
Name: KEITH CASEY, Ph.D.  
Title: VICE PRESIDENT  
MARKET & INFRASTRUCTURE DEVELOPMENT  
Date: 1/14/11

**IN WITNESS WHEREOF**, the Parties have executed this First Amendment in multiple originals, each of which shall constitute and be an original effective agreement among the Parties. By signing this First Amendment, the representatives of the Parties represent and warrant that they have the requisite authority to bind their respective principals.

SOLAR PARTNERS VIII, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SOUTHERN CALIFORNIA EDISON COMPANY  
a California corporation

By:  \_\_\_\_\_  
Name: David Mead  
Title: Vice President  
Date: 1-26-11

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION  
a California nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

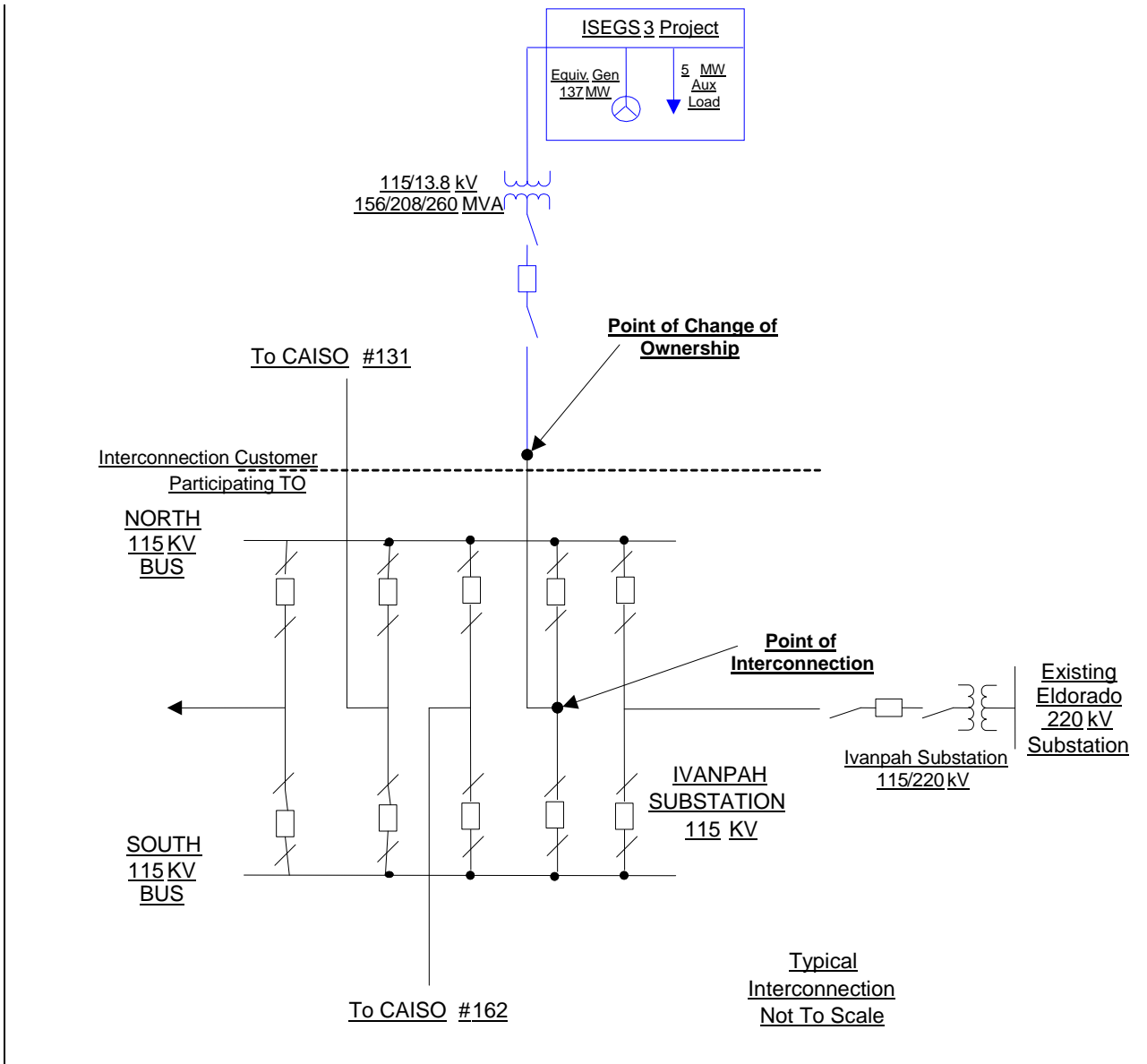
**Attachment H**  
**Ivanpah 3 LGIA as amended by the instant filing**  
**California Independent System Operator Service Agreement No. 1645**

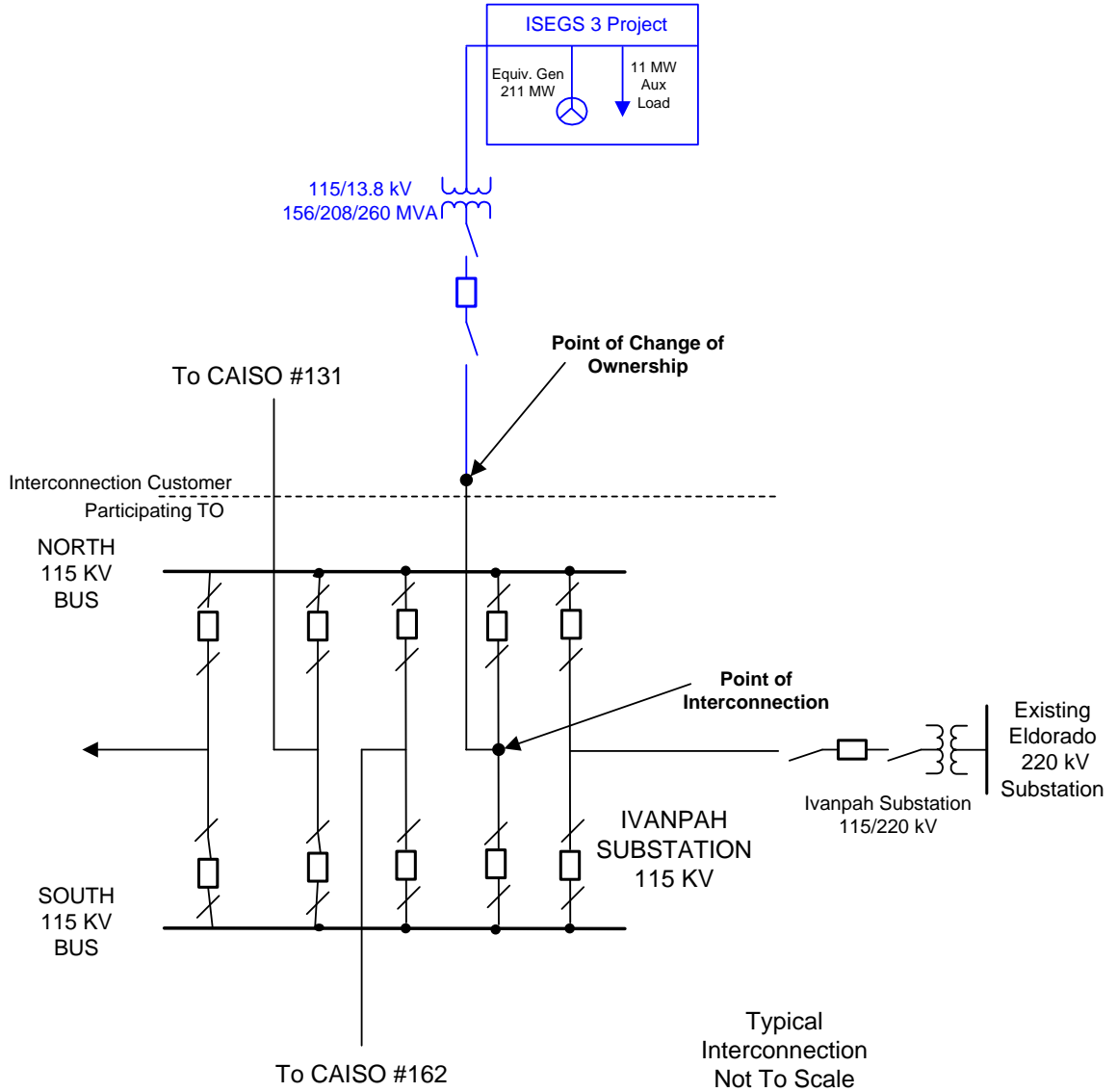
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## Appendix A To LGIA

### Interconnection Facilities, Network Upgrades and Distribution Upgrades

#### 6. One-Line Diagram of Interconnection to Ivanpah Substation:





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## Appendix C To LGIA

### Interconnection Details

1. **Generating Facility:** All equipment and facilities comprising the proposed solar-thermal generating facility with a rated output of 137244 MW and an auxiliary load of 544 MW for a total net output of 132200 MW, located in San Bernardino County, California approximately six miles west of the California/Nevada border, as disclosed by the Interconnection Customer in its Interconnection Request, which consists of four solar-powered steam boilers powering a 137200 MW synchronous steam turbine-generator, meters and metering equipment and appurtenant equipment (the “Generating Facility” or the “Ivanpah 3 Project”).

\* \* \*

2. **Interconnection Principles:**

- a. This LGIA provides for interconnection of a total capability of 132200 MW, resulting from the interconnection of the Ivanpah 3 Project, as described in Section 1 of this Appendix C. The Interconnection Customer acknowledges that if the Interconnection Customer wishes to increase the amount of interconnection capability provided pursuant to this LGIA, the Interconnection Customer shall be required to submit a new Interconnection Request in accordance with the terms and conditions of the CAISO Tariff.

\* \* \*

**Attachment I**

**Ivanpah 3 LGIA as amended by the instant filing, with the revisions to the LGIA shown in  
marked tariff format**

**California Independent System Operator Service Agreement No. 1645**

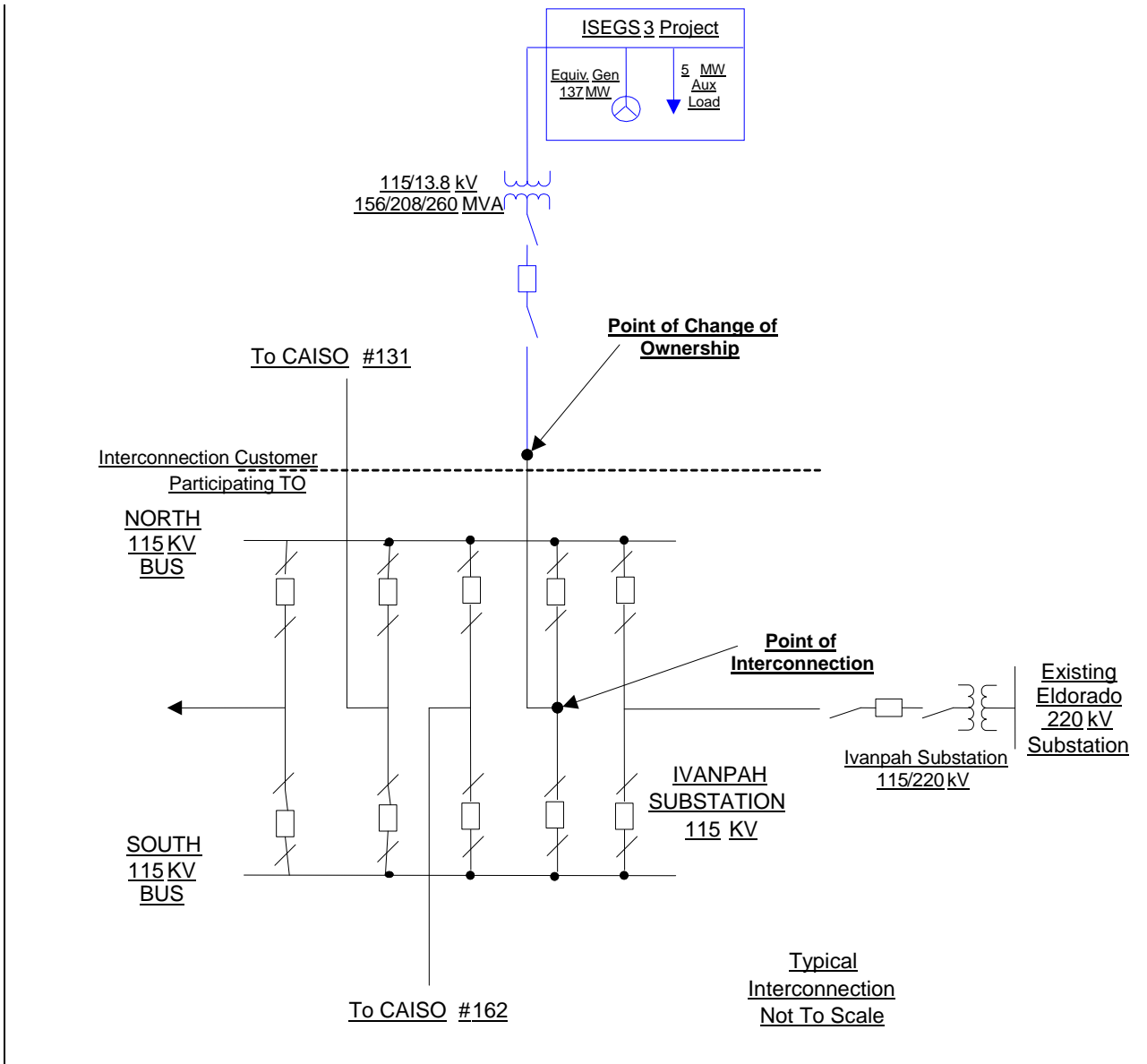


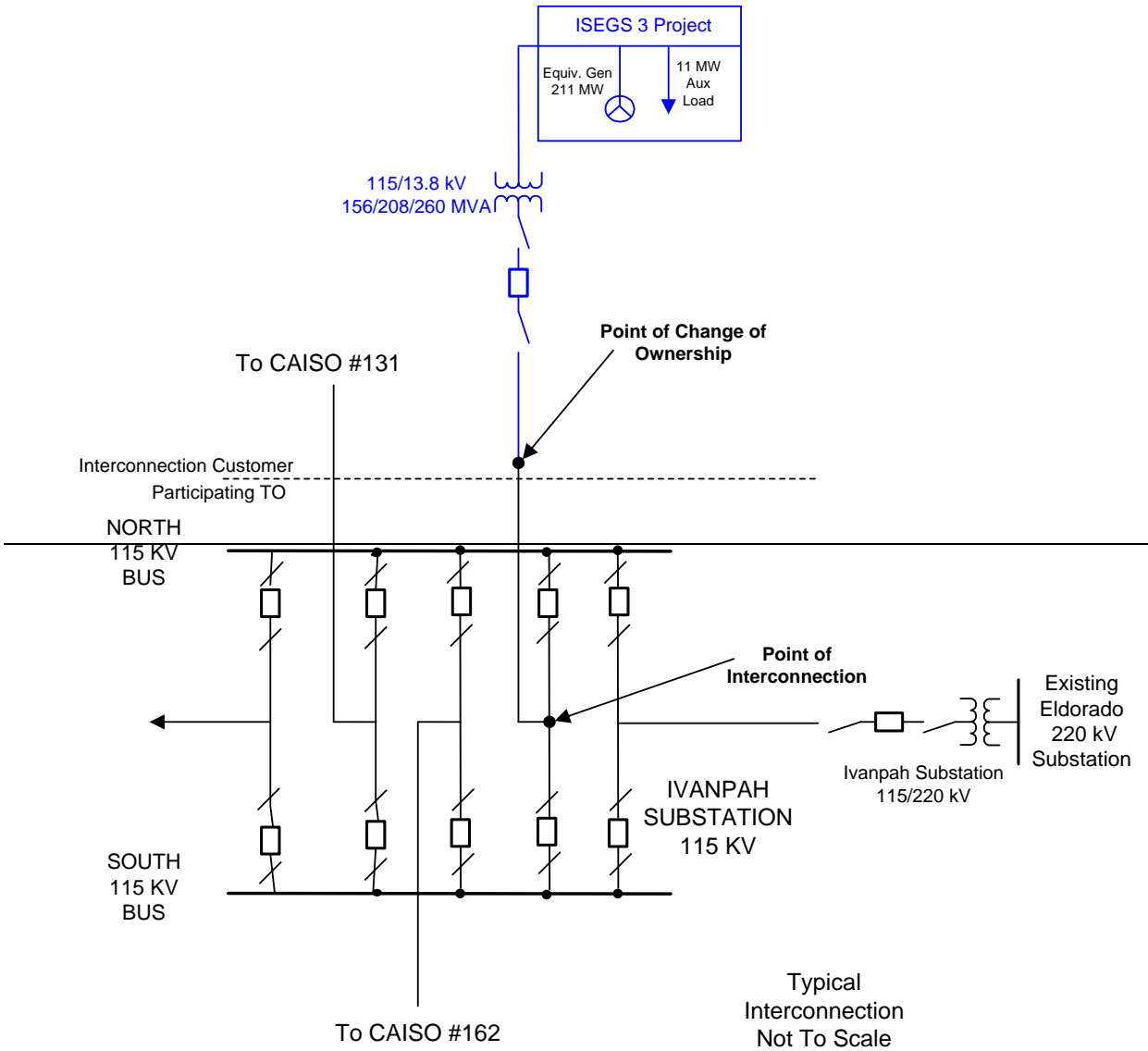
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## Appendix C To LGIA

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\* \* \*