

October 8, 2013

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

**Re: California Independent System Operator Corporation
First Amended ISO Service Agreement No. 2220
Docket No. ER13-____-000**

Dear Secretary Bose:

The California Independent System Operator Corporation (“ISO”) submits for filing and acceptance an amendment to a non-conforming Large Generator Interconnection Agreement (“NextEra Desert Center LGIA”) among the ISO, Southern California Edison Company (“SCE”), and NextEra Desert Center Blythe, LLC (“NextEra Desert Center”) relating to the solar generating facility known as the Genesis McCoy Solar Project (“Amendment”).¹ The NextEra Desert Center LGIA specifies, among other things, the terms and conditions under which the ISO and SCE will interconnect the Genesis McCoy Solar Project to SCE’s planned Colorado River 500/220 kV Substation.

The Amendment implements the terms of a letter agreement between NextEra Desert Center and SCE (“Letter Agreement”), which the Commission accepted in 2012.² The Letter Agreement provides for the installation of interim upgrades that will advance the opportunity for the Genesis McCoy Solar Project to achieve full capacity deliverability status. The purpose of these upgrades is to increase, on a temporary basis, the delivery capability of the existing West of Devers line during an interim period until the permanent network upgrades are completed pursuant to the NextEra Desert Center LGIA. The Amendment also implements provisions in the Letter Agreement stating that, before the in-service date of the interim upgrades, two interconnection customers already determined to be similarly situated to NextEra will retain the option to receive deliverability by

¹ The ISO submits the Amendment 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. Capitalized terms not otherwise defined herein have the meanings set forth in the Master Definitions Supplement, Appendix A to the ISO tariff.

² See Letter Order dated March 7, 2012 in Docket No. ER12-804-000.

paying their proportionate share of the costs paid by NextEra to fund the upgrades.³ Finally, the Amendment also includes a number of clarifying and ministerial revisions.

The ISO requests that the Commission accept the Amendment effective as of November 1, 2013. Waiver of the 60-day notice requirement to allow this agreement to become effective as of November 1 is appropriate because it will allow interconnection promptly following the in-service date of the series reactors provided under the Letter Agreement and avoid placing at risk NextEra's substantial financial investment in funding the interim deliverability upgrades.

I. Background

A. Identification of Interim Delivery Upgrades

The NextEra Desert Center LGIA sets forth the network upgrades necessary to provide the Genesis McCoy Solar Project with full capacity deliverability status under the ISO tariff upon completion of the specified network upgrades, namely the rebuilding of the four existing 220 kV transmission lines having a terminus at SCE's Devers Substation and extending westward into the SCE service territory ("West of Devers Upgrades").⁴ When the Genesis McCoy Solar Project interconnection studies identified the need for the West of Devers Upgrades, SCE estimated that the transmission project would take 84 months to complete with an in-service date of 2017. Subsequent events regarding a right of way issue that was recently resolved have caused SCE to revise its time estimate for completing the West of Devers Upgrades to 2019.

Based on this timeframe, NextEra Desert Center and other interconnection customers who require the West of Devers Upgrades for full capacity deliverability service made a request in late 2010 that the ISO and SCE explore options for potential earlier deliverability. In response to these requests,

³ As further explained below, one of these customers, the Blythe Solar Energy Project, has recently elected to exercise its option to participate in, and receive deliverability through, the interim upgrades.

⁴ The NextEra Desert Center LGIA was accepted for filing by the Commission in its Order Accepting Non-Conforming Large Generator Interconnection Agreement, 137 FERC ¶ 61,055, issued on October 20, 2011 in Docket Nos. ER11-4358-000 and ER11-4512-000. On February 4, 2013, SCE filed an update to facilities charges included in the NextEra Desert Center LGIA, which was accepted by Commission letter order in Docket No. ER13-875-000 dated March 12, 2013. On July 18, 2013, the ISO filed a Certificate of Concurrence to the SCE filing, which was accepted by Commission letter order in in Docket No. ER13-1994-000 dated August 23, 2013. The SCE changes were limited to a monthly charge update and did not give rise to a change in any other terms. As such, the ISO is comparing the original agreement to the amended agreement filed herein, not including a redline of the Certificate of Concurrence, and considers this to be the first amendment of the NextEra Desert Center LGIA.

the ISO and SCE identified interim upgrades, consisting primarily of series reactors that could act as a temporary mechanism to increase the delivery capability of the West of Devers path by approximately 1050 MW pending the completion of the permanent West of Devers Upgrades (“Interim WOD Upgrades”). This increased delivery capability would enable phases of certain generating facilities that need the permanent West of Devers Upgrades to accelerate the time by which the various phases could be “fully deliverable.”

Once the Interim WOD Upgrades option was identified, the ISO and SCE met with all of the development companies that owned all of the generation projects that could potentially benefit from the Interim WOD Upgrades. Based on the ISO’s assessment of the generation projects that were in the ISO interconnection queue at the time of the discussions in mid-2011, the ISO concluded at the time that only three projects could potentially benefit from the Interim WOD Upgrades: (1) the Genesis McCoy Solar Project, being developed by NextEra Desert Center; (2) the Blythe Solar Energy Center, LLC, originally being developed by Palo Verde Solar II, LLC (“PV Solar”), subsequently purchased in bankruptcy by NextEra; and (3) the Desert Center Solar 1 Project, being developed by NRG Solar Desert Center LLC (“NRG”).

The criteria used to determine eligibility to obtain interim deliverability and the allocation thereof criteria were consistent with the ISO interconnection procedures – that is, available capacity would be allocated on a project-by-project basis, and earlier-queued projects would be afforded the first opportunity to participate. As a result, SCE offered the opportunity to participate in the design, procurement, and construction of the interim upgrades and the interim delivery capability to the three identified projects. NextEra Desert Center was the only interconnection customer that originally decided to enter into a letter agreement with SCE and obtain interim deliverability by funding the Interim WOD Upgrades. The other two projects were each tendered a letter agreement by SCE but elected not to participate in the Interim WOD Upgrades project at that time.

B. Letter Agreement Between SCE and NextEra Desert Center

NextEra Desert Center ultimately agreed to fund the entire cost of the Interim WOD Upgrades. The terms under which NextEra Desert Center fully funds the Interim WOD Upgrades and SCE designs and constructs them are detailed in the Letter Agreement, which was filed with the Commission in January 13, 2012 and accepted in a letter order issued on March 7, 2012.⁵ The Letter Agreement provides that, in exchange for funding the 1050 MW of Interim WOD Upgrades, NextEra Desert Center should receive accelerated full capacity deliverability status for the entirety of the proposed 500 MW Genesis McCoy

⁵ See Docket No. ER12-804-000.

Solar Project, leaving 550 MW of additional deliverability unsubscribed by PV Solar and NRG, as discussed more fully below.

Pursuant to a statement of intent letter prepared by the ISO, which was filed with and incorporated into the Letter Agreement,⁶ the Blythe Solar Energy Project and the Desert Center Solar 1 Project were each granted an option to participate in the Interim WOD Upgrades and obtain accelerated full capacity deliverability status for phases of their generating facilities by paying their proportionate share of the costs paid by NextEra. This option expires on the in-service date of the Interim WOD Upgrades. This timing condition was adopted in order to mitigate the risk that the delivery capability could be tied up without any potential to benefit other eligible projects, as well as the risk that the other two eligible customers could benefit without sharing in their proportionate share of the costs, *i.e.*, the free rider problem.

These potential outcomes, which the parties sought to avoid, would neither be efficient nor fair to NextEra Desert Center. The continued opportunity to obtain accelerated full capacity deliverability status would not exist but for NextEra Desert Center's decision at the time to bear the full cost of the design, procurement, and construction of the Interim WOD Upgrades, without any expectation of repayment.⁷ The "first mover" status of NextEra Desert Center affords NextEra the opportunity to recover some of its costs in the event that one or both of the other two projects decides to participate in the Interim WOD Upgrades.

The Statement of Intent provides that, if fewer than all three interconnection customers have achieved accelerated full capacity deliverability status, either by executing and funding the letter agreements tendered by SCE or by exercising the option to participate described above, then any deliverability remaining at the in-service date of the Interim WOD Upgrades will be made available through the ISO generation interconnection procedures to other interconnection customers that may benefit.

The Interim WOD Upgrades are unique in that they are not permanent upgrades to be part of the final interconnection configuration of the interconnecting generating facilities. Accordingly, the Letter Agreement provides that the amounts advanced to fund their design, procurement, and construction

⁶ The letter, referred to herein as the "Statement of Intent," was included as Exhibit A in the Letter Agreement filing and is included for ease of reference as Attachment C to this filing.

⁷ Since then, but unknown at that time, the Solar Trust of America Company, which owned PV Solar and the associated project assets, declared bankruptcy and NextEra acquired the PV Solar project through that bankruptcy proceeding.

are not subject to repayment under the ISO tariff.⁸

C. Election of Blythe Solar Energy Project to Participate

Subsequent to the Commission filing and approval of the Letter Agreement, the Blythe Solar Energy Project was purchased by NextEra as part of the resolution of the bankruptcy proceeding involving the ultimate owner of the Blythe Solar Energy Project, Solar Trust of America. On May 22, 2013, NextEra informed the ISO and SCE that it intends to exercise the option set forth in the Letter Agreement, and the associated Statement of Intent, for the Blythe Solar Energy Project to participate in the Interim WOD Upgrades and utilize those upgrades to obtain full capacity deliverability for the first and second phases of that project.⁹ The ISO and SCE intend to work with NextEra in order to develop and file an appropriate amendment to the Blythe Solar Energy Project LGIA to reflect this allocation of deliverability from the Interim WOD Upgrades similar to the amendment at issue here.

D. Election of Desert Center Solar 1 Project not to Participate

On June 12, 2013, NRG informed the ISO and SCE that it will not exercise the option set forth in the Letter Agreement, and the associated Statement of Intent, for the Desert Center Solar 1 Project to participate in the Interim WOD Upgrades and utilize those upgrades to obtain full capacity deliverability for that project.¹⁰

II. Specific Changes in the Amendment

The Amendment was primarily developed to incorporate into the NextEra Desert Center LGIA provisions associated with the Interim WOD Upgrades. Therefore, the majority of the modifications proposed in this Amendment reflect the agreement reached between NextEra Desert Center and SCE as reflected in

⁸ This Amendment (as did the Letter Agreement) provides for the possibility of reclassification of facilities as network upgrades, which would then be eligible for repayment per the terms of the ISO's interconnection procedures, in the unlikely event that the facilities, or a portion thereof, remain in service following completion of the West of Devers Upgrades.

⁹ Per the project-specific amounts set forth in the Letter Agreement, this would result in the allocation of 500 of the remaining 550 MW of deliverability made available by the Interim WOD Upgrades. However, NextEra "downsized" the Blythe Solar Energy Project to 485 MW in early 2013 in accordance with the ISO tariff. Therefore, 485 MW of the remaining 550 MW of deliverability made available by the Interim WOD Upgrades would be allocated to the Blythe Solar Energy Project.

¹⁰ Per the Statement of Intent, the unsubscribed deliverability made available by NRG's election not to participate, as well as the unsubscribed deliverability made available through the "downsized" Blythe Solar Energy Center project, will be available through the ISO generation interconnection procedures to other interconnection customers that may benefit.

the provisions of Letter Agreement. In particular, the Amendment includes the terms of payment of SCE's costs incurred in performing the work to place the Interim WOD Upgrades into service.

The Amendment also effectuates the process for providing an opportunity for the two potential beneficiaries who did not enter into a letter agreement to obtain a portion of the remaining deliverability made available by the Interim WOD Upgrades, as described in the Statement of Intent. Specifically, the Amendment provides that before the in-service date of the Interim WOD Upgrades, two remaining potential beneficiaries will retain the option to participate and receive deliverability by paying their proportionate share of the costs paid by NextEra Desert Center.

As explained above, NextEra, as the purchaser of the Blythe Solar Energy Project, has recently informed the ISO and SCE that it wishes to exercise the option for this project to participate in the Interim WOD Upgrades. However, the parties are still proposing to include in this Amendment language referring to the *two* remaining beneficiaries because the ISO and SCE have not yet formalized NextEra's election for the Blythe Solar Energy Project to participate in the Interim WOD Upgrades, which will be accomplished through an amendment to its LGIA.

Further, the Amendment contemplates an opportunity for reimbursement of costs in the unlikely event the Interim WOD Upgrades are reclassified as network upgrades.

The specific modifications to the NextEra Desert Center LGIA relating to the Interim WOD Upgrades are as follows:

- a. Appendix A – revised/added recital(s) to incorporate the Interim WOD Upgrades project
- b. Appendix A, Section 1(a)(i)7c – clarified SPS relay requirements for Genesis Station Unit 1 and Unit 2
- c. Appendix A, Section 1(a)(i)7e – added SPS relays for the Interim WOD Upgrades project
- d. Appendix A, Section 2(b)(ii) – added language to address that the Interim WOD Project will substitute for the West of Devers Upgrades until the West of Devers Upgrades are completed and placed in service; added language to address the timing for installation and completion of certain Participating TO's Delivery Network Upgrades
- e. Appendix A, Section 4 – added the Interim WOD Upgrades project to the section title

- f. Appendix A, Section 4(b) – added a detailed description of the Interim WOD Upgrades project
- g. Appendix A, Section 8(c) - incorporated the Interim WOD Upgrades project into the Capital Additions definition
- h. Appendix A, Section 8(k) – added new defined term Devers RAS
- i. Appendix A, Section 8(t) – incorporated the Interim WOD Upgrades project into the ITCC definition
- j. Appendix A, Section 8(u)-8(z) – added new definitions associated with the Interim WOD Upgrades project
- k. Appendix A, Section 8(ff) – added new defined term Modified West of Devers RAS
- l. Appendix A, Section 8(gg) – incorporated the Interim WOD Upgrades project into the One-Time Cost definition
- m. Appendix A, Section 8(jj) – incorporated the Interim WOD Upgrades project into the Removal Cost definition
- n. Appendix A, Section 9(b) and 9(c) – added provisions addressing that the Interim WOD Upgrades project is not intended to be classified as a Network Upgrade and the limited condition upon which certain elements of the Interim WOD Upgrades project could later be classified as Network Upgrades
- o. Appendix A, Section 10 – revised title to incorporate the Interim WOD Upgrades project
- p. Appendix A, Section 10(e) – added provision to address the Credit Support applicable to the Interim WOD Upgrades project
- q. Appendix A, Section 11(b) – added provision to address the estimated tax liability applicable to the Interim WOD Upgrades project
- r. Appendix A, Section 13 – revised title to incorporate the Interim WOD Upgrades project
- s. Appendix A, Section 13(b) – added provision addressing removal of the Interim WOD Upgrades project

- t. Appendix A, Section 14 – incorporated the Interim WOD Upgrades project into the applicable provisions
- u. Appendix A, Section 15 – incorporated the Interim WOD Upgrades project into the applicable provisions
- v. Appendix A, Section 15(d), 15(h), and 15(k) – added provisions addressing supplemental billing and payment for the Interim WOD Upgrades project
- w. Appendix A, Section 16 – incorporated estimated costs associated with the Interim WOD Upgrades project
- x. Appendix A, Section 17(b) – added the Interim WOD Upgrades project monthly charge and provision addressing that the charge methodology will be reviewed by SCE and may be later amended
- y. Appendix A, Section 18 – added payments related to the Interim WOD Upgrades project
- z. Appendix A, Section 19 – added provision addressing other potential facilities that, via an amendment, be added to the Interim WOD Upgrades project facilities under certain conditions
- aa. Appendix B, Section 2(g) – added milestone for completion of the Interim WOD Upgrades project
- bb. Appendix B, Section 2 – added the Interim WOD Project to the notes, including an updated estimated Interim WOD Project Completion Date of November 1, 2013
- cc. Appendix C, Section (5e) – revised to reflect that the Interim WOD Upgrades project will enable Full Capacity Deliverability Status for an interim period until the Participating TO's Deliverability Network Upgrades are completed
- dd. Appendix C, Section 8 – added provisions addressing other beneficiaries' potential participation in the Interim WOD Upgrades project

In addition, the Parties have taken this opportunity to make a number of clarifying and ministerial changes to the NextEra Desert Center LGIA, most of which relate to modifications to the ISO's pro forma LGIA that were filed with and

approved by the Commission subsequent to the original NextEra Desert Center LGIA:

- a. Article 5 – revised Article title
- b. Article 5.16 – added provisions addressing conditions to which the Interconnection Customer’s suspension rights shall not extend, consistent with most recent version of the ISO pro forma LGIA.
- c. Article 5.19.4 – added new Article addressing permitted reductions in Generating Facility capacity, consistent with most recent version of the ISO pro forma LGIA
- d. Article 11.4.1 – added provisions addressing repayment of amounts advanced associated with Phased Generating Facilities, consistent with most recent version of the ISO pro forma LGIA
- e. Article 18.3 – added provisions to clarify the insurance requirements, consistent with most recent version of the ISO pro forma LGIA
- f. Appendix A, Section 1(a)(i)1 – revised the generation tie-line conductor size and type
- g. Appendix A, Section 2(b)(i) – added language to address the timing for installation and completion of certain Participating TO’s Reliability Network Upgrades
- h. Appendix A, Section 8(cc) – revised Licensing Assessment Cost definition
- i. Appendix B, Section 2(p) – updated the First Sequence Genesis Station In-Service Date
- j. Appendix B, Section 2(q) – updated the First Sequence Genesis Station Initial Synchronization Dates for Units 1 and 2; added language specifying that the Second Sequence McCoy Station cannot achieve initial synchronization until after the Devers RAS is in service
- k. Appendix B, Section 2(r) – updated the First Sequence Genesis Station Trial Operation commencement dates for Units 1 and 2; added language specifying that the Second Sequence McCoy Station cannot achieve Trial Operation until after the Devers RAS is in service
- l. Appendix B, Section 2(v) – updated the First Sequence Genesis Commercial Operation Dates for Units 1 and 2; added language to clarify that the Second Sequence McCoy Station cannot achieve Commercial Operation until after the Devers RAS is in service

- m. Appendix B, Section 2 – added note to address that an extension of the Commercial Operation Date will be subject to evaluation under Section 6.9.2 of the GIP pertaining to modifications
- n. Appendix E – revised CAISO addressee
- o. Appendix F – revised CAISO and Interconnection Customer
- p. Appendix H – revised Section A(i)(1) & -(2) regarding fault clearing

IV. Effective Date

The ISO respectfully requests, pursuant to Section 35.11 of the Commission's regulations, waiver of the 60-day notice requirement in order to allow the Amendment to become effective as of November 1, 2013. Good cause exists for such waiver because it will enable the Genesis McCoy Solar Project to meet its planned November 1, 2013 commercial operation date, which promptly follows the in-service date of the series reactors provided by the Interim WOD Upgrades. This will protect NextEra's significant financial investment in the Interim WOD Upgrades and thereby promote the viability and successful interconnection of the Genesis McCoy Solar Project facility. Finally, granting this waiver will not prejudice any other entity.

V. Service

The ISO has served copies of this filing upon SCE, NextEra, all parties in Docket Nos. ER11-4358, ER11-4512, and ER12-804, the California Public Utilities Commission, and the California Energy Commission. In addition, the ISO has posted the filing on the ISO website.

Enclosed for filing is each of the following:

- (1) This letter of transmittal;
- (2) First Amendment to the Large Generator Interconnection Agreement (Attachment A);
- (2) A clean version of the First Amended Large Generator Interconnection Agreement (Attachment B);
- (3) A black-lined version of the First Amended Large Generator Interconnection Agreement showing changes to the currently effective Large Generator Interconnection Agreement (Attachment C); and
- (4) Statement of Intent (Attachment D).

VI. Correspondence

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

John C. Anders*
Senior Counsel
California Independent System
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250 Outcropping Way
Folsom, CA 95630
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* Individual designated for service pursuant to Rule 203(b)(3),
18 C.F.R. § 203(b)(3).

VII. Conclusion

The ISO respectfully requests that the Commission accept this filing and grant waiver of the 60-day notice and comment regulations in order to permit the Amendment to be effective as of November 1, 2013. If there are any questions concerning this filing, please contact the undersigned.

Respectfully submitted,

By: /s/ John C. Anders

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Attachment A – First Amendment

NextEra Desert Center LGIA

California Independent System Operator Corporation

October 8, 2013

**FIRST AMENDMENT TO THE
LARGE GENERATOR INTERCONNECTION AGREEMENT**

**AMONG
NEXTERA DESERT CENTER BLYTHE, LLC,
SOUTHERN CALIFORNIA EDISON COMPANY
AND**

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION

THIS FIRST AMENDMENT ("First Amendment"), dated as of October 3, 2013, is entered into by and among NextEra Desert Center Blythe, LLC, a Delaware Limited Liability company ("NextEra"), as the Interconnection Customer, Southern California Edison Company, a California corporation ("SCE"), as the Participating TO, and the California Independent System Operator Corporation, a California nonprofit public benefit corporation organized and existing under the laws of the State of California (the "CAISO"). NextEra, SCE and the CAISO may be referred to individually as a "Party" and collectively as the "Parties." Unless otherwise defined herein, all capitalized terms used in this First Amendment shall have the meaning ascribed to that term in the Large Generator Interconnection Agreement or in the CAISO Tariff.

RECITALS

A. WHEREAS, NextEra, SCE, and the CAISO are Parties to a Large Generator Interconnection Agreement, dated August 12, 2011 (the "LGIA"), pursuant to which SCE and the CAISO will provide interconnection service at SCE's Colorado River Substation for NextEra's 500 MW Genesis McCoy Solar Power Project ("Project"). On October 20, 2011, the Federal Energy Regulatory Commission ("FERC") accepted the LGIA for filing with an effective date of August 25, 2011; and

B. WHEREAS, the LGIA provides that Full Capacity Deliverability Status cannot be achieved for the Project until the Participating TO's Delivery Network Upgrades can be completed and placed in service, which is currently expected to occur in or after the year 2019; and

C. WHEREAS, NextEra's power purchase arrangements require the Project to have Full Capacity Deliverability Status prior to the year 2019 and, consequently, NextEra requested that the CAISO and SCE pursue an interim solution that would provide the Project Full Capacity Deliverability Status beginning in mid-2013 and continuing until such time as the Participating TO's Delivery Network Upgrades were completed and placed in service; and

D. WHEREAS the CAISO and SCE identified an interim solution that would temporarily provide the Full Capacity Deliverability Status sought by NextEra, which solution includes: the temporary installation of series reactor banks on SCE's four existing 220kV transmission lines out of Devers Substation; the installation of a special protection system to curtail generation under an N-1 condition; and associated transmission/subtransmission line work and telecommunications ("Interim WOD Project"); and

E. WHEREAS the CAISO and SCE agreed to effectuate the Interim WOD Project pursuant to the following terms and conditions: (i) the Interim WOD Project is needed on a temporary basis only and is to be removed from service following completion of the Participating TO's Delivery Network Upgrades, unless as otherwise determined by SCE and the CAISO; (ii) the full cost of the Interim WOD Project, including the ongoing monthly O&M charges and the removal cost, is to be borne by NextEra; (iii) NextEra is to provide SCE Credit Support to cover the cost of the Interim WOD Project, including the associated removal cost; (iv) NextEra is to provide Credit Support to cover the Interim WOD Project estimated tax liability; and (v) the Interim WOD Project will not be considered a Network Upgrade under the LGIA, and associated payments received from NextEra would not be subject to refund in accordance with Article 11.4.1 of the LGIA unless determined as otherwise by SCE and the CAISO; and

F. WHEREAS, on January 4, 2012, SCE and NextEra entered into a letter agreement ("Interim WOD Project Letter Agreement") pursuant to which SCE would commence, and NextEra would pay for, expedited engineering, design, procurement, and construction of the Interim WOD Project; such Interim WOD Project Letter Agreement stipulating that it would be superseded by a subsequent amendment to the LGIA; and

G. WHEREAS, on March 7, 2012, FERC accepted the Interim WOD Project Letter Agreement for filing with an effective date of January 9, 2012; and

H. WHEREAS, on April 26, 2012, NextEra submitted a request to SCE and the CAISO to modify the Project's generation tie lines' conductor size and type if such modification would not be considered a material modification; and

I. WHEREAS, in a letter dated June 20, 2012, the CAISO informed NextEra that SCE and the CAISO determined that the proposed modification to the Project's generation tie lines' conductor size and type is not a material modification and approved the requested modification; and

J. WHEREAS, on January 30, 2012, the FERC conditionally accepted revisions to the CAISO Tariff, including revisions to Appendix CC (the standard Large Generator Interconnection Agreement), which are applicable to the LGIA; and

K. WHEREAS, the Parties now desire to amend certain terms of the LGIA to (i) incorporate the Interim WOD Project as provided in the Interim WOD Project Letter Agreement; and (ii) reflect the generation tie lines' conductor

modifications; and (iii) incorporate the revisions to CAISO Tariff Appendix CC as conditionally accepted by FERC on January 30, 2012, as set forth in this First Amendment.

NOW, THEREFORE, In consideration of premises and mutual agreements contained herein, the Parties agree as follows:

AMENDMENT

1. The Parties agree to amend the LGIA Appendices as specifically shown in red-line format in Exhibit A which is attached hereto and as briefly summarized below:
 - a. Article 1 – revised definitions for Generator Interconnection Procedures and Phase I Interconnection Study to conform with CAISO Tariff revisions conditionally accepted at FERC on January 30, 2012
 - b. Article 5 – revised Article title to conform with CAISO Tariff revisions conditionally accepted at FERC on January 30, 2012
 - c. Article 5.16 – added provisions addressing conditions to which the Interconnection Customer’s suspension rights shall not extend to conform with CAISO Tariff revisions conditionally accepted at FERC on January 30, 2012
 - d. Article 5.19.4 – added new Article addressing permitted reductions in Generating Facility capacity to conform with CAISO Tariff revisions conditionally accepted at FERC on January 30, 2012
 - e. Article 11.3 – revised to reflect grammatical change to conform with CAISO Tariff revisions conditionally accepted at FERC on January 30, 2012
 - f. Article 11.4.1 – added provisions addressing repayment of amounts advanced associated with Phased Generating Facilities to conform with CAISO Tariff revisions conditionally accepted at FERC on January 30, 2012
 - g. Article 11.5 – revised to reflect capitalization of the defined term Agreement to conform with CAISO Tariff revisions conditionally accepted at FERC on January 30, 2012
 - h. Article 18.3 – added provisions to clarify the insurance requirements to conform with CAISO Tariff revisions conditionally accepted at FERC on January 30, 2012
 - i. Appendix A – revised/added recital(s) to incorporate the Interim WOD Project
 - j. Appendix A, Section 1(a)(i)1 – revised the generation tie-line conductor size and type

- k. Appendix A, Section 1(a)(i)7c – clarified SPS relay requirements for Genesis Station Unit 1 and Unit 2
- l. Appendix A, Section 1(a)(i)7e – added SPS relays for the Interim WOD Project
- m. Appendix A, Section 2(b)(i) – added language to address the timing for installation and completion of certain of the Participating TO’s Reliability Network Upgrades
- n. Appendix A, Section 2(b)(ii) – added language to address that the Interim WOD Project will substitute for the West of Devers Upgrades until the West of Devers Upgrades are completed and placed in service; added language to address the timing for installation and completion of certain of the Participating TO’s Delivery Network Upgrades
- o. Appendix A, Section 4 – added the Interim WOD Project to the section title
- p. Appendix A, Section 4(b) – added a detailed description of the Interim WOD Project
- q. Appendix A, Section 8(c) - incorporated the Interim WOD Project into the Capital Additions definition
- r. Appendix A, Section 8(k) – added new defined term, Devers RAS
- s. Appendix A, Section 8(t) – incorporated the Interim WOD Project into the ITCC definition
- t. Appendix A, Section 8(u)-8(z) – added new definitions associated with the Interim WOD Project
- u. Appendix A, Section 8(cc) – revised Licensing Assessment Cost definition
- v. Appendix A, Section 8(ff) – added new defined term, Modified West of Devers RAS
- w. Appendix A, Section 8(gg) – incorporated the Interim WOD Project into the One-Time Cost definition
- x. Appendix A, Section 8(jj)– incorporated the Interim WOD Project into the Removal Cost definition
- y. Appendix A, Section 9(b) and 9(c) – added provisions addressing that the Interim WOD Project is not intended to be classified as a Network Upgrade and provided the limited condition upon which certain elements of the Interim WOD Project could later be classified as Network Upgrades and be subject to refund
- z. Appendix A, Section 10 – revised title to incorporate the Interim WOD Project
- aa. Appendix A, Section 10(e) – added provision to address the Credit Support applicable to the Interim WOD Project

- bb. Appendix A, Section 11(b) – added provision to address the estimated tax liability applicable to the Interim WOD Project
- cc. Appendix A, Section 13 – revised title to incorporate the Interim WOD Project
- dd. Appendix A, Section 13(b) – added provision addressing removal of the Interim WOD Project
- ee. Appendix A, Section 14 – incorporated the Interim WOD Project into the applicable provisions
- ff. Appendix A, Section 15 – incorporated the Interim WOD Project into the applicable provisions
- gg. Appendix A, Section 15(d), 15(h), and 15(k) – added provisions addressing supplemental billing and payment for the Interim WOD Project
- hh. Appendix A, Section 16 – incorporated estimated costs associated with the Interim WOD Project
- ii. Appendix A, Section 17(b) – added the Interim WOD Project monthly charge and provision addressing that the charge methodology will be reviewed by SCE and may be later amended
- jj. Appendix A, Section 18 – added payments related to the Interim WOD Project
- kk. Appendix A, Section 19 – added provision addressing other potential facilities that, via an amendment, will be added to the Interim WOD Project facilities under certain conditions
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- mm. Appendix B, Section 2(p) – updated the First Sequence Genesis Station In-Service Date
- nn. Appendix B, Section 2(q) – updated the First Sequence Genesis Station Initial Synchronization Dates for Units 1 and 2; added language specifying that the Second Sequence McCoy Station cannot achieve initial synchronization until after the Devers RAS is in service
- oo. Appendix B, Section 2(r) – updated the First Sequence Genesis Station Trial Operation commencement dates for Units 1 and 2; added language specifying that the Second Sequence McCoy Station cannot achieve Trial Operation until after the Devers RAS is in service
- pp. Appendix B, Section 2(v) – updated the First Sequence Genesis Commercial Operation Dates for Units 1 and 2; added language to clarify that the Second Sequence McCoy Station cannot achieve Commercial Operation until after the Devers RAS is in service

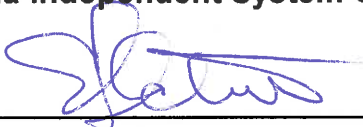
- qq. Appendix B, Section 2 – added the Interim WOD Project to the notes, including an updated estimated Interim WOD Project Completion Date of November 1, 2013
 - rr. Appendix B, Section 2 – added note to address that an extension of the Commercial Operation Date will be subject to evaluation under Section 6.9.2 of the GIP pertaining to modifications
 - ss. Appendix C, Section 5(e) – revised to reflect that the Interim WOD Project will enable Full Capacity Deliverability Status for an interim period until the Participating TO's Deliverability Network Upgrades are completed
 - tt. Appendix C, Section 8 – added provisions addressing other's potential participation in the Interim WOD Project
 - uu. Appendix E – revised CAISO addressee
 - vv. Appendix F – revised CAISO and Interconnection Customer
 - ww. Appendix H – revised Section Ai1 and Ai2 regarding fault clearing
2. 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 conflict between the terms of this First Amendment and the LGIA, the corresponding terms of this First Amendment shall govern.
 3. From and hereafter, references to the LGIA shall mean the LGIA as amended by this First Amendment.
 4. This First Amendment shall become effective as of the date set forth above upon execution by all of the Parties.
 5. This First Amendment may be executed in one or more counterparts at different times, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same First Amendment.
 6. The signatories hereto warrant and represent that they have been appropriately authorized to enter into this First Amendment on behalf of the Party for whom they sign and to bind their respective principals.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the LGIA in multiple originals, each of which shall constitute an original effective agreement among the Parties. The Parties hereto have entered into this First Amendment as of the date listed above.

NextEra Desert Center Blythe, LLC

By: _____
Name: _____
Title: _____
Date: _____

California Independent System Operator Corporation

By:  _____
Name: Eric J. Schmitt
Vice President, Operations
Title: _____
Date: 9/26/13

Southern California Edison Company

By: _____
Name: Kevin M. Payne
Title: Vice President, Engineering and Technical Services
Transmission&Distribution
Date: _____

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the LGIA in multiple originals, each of which shall constitute an original effective agreement among the Parties. The Parties hereto have entered into this First Amendment as of the date listed above.

NextEra Desert Center Blythe, LLC

By:  _____

Name: **Matthew S Handel** _____

Title: **Vice President** _____

Title: _____

Date: **9/26/2013** _____



California Independent System Operator Corporation

By: _____

Name: _____

Title: _____

Date: _____

Southern California Edison Company

By: _____

Name: Kevin M. Payne

Title: Vice President, Engineering and Technical Services
Transmission&Distribution

Date: _____

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the LGIA in multiple originals, each of which shall constitute an original effective agreement among the Parties. The Parties hereto have entered into this First Amendment as of the date listed above.

NextEra Desert Center Blythe, LLC

By: _____

Name: _____

Title: _____

Date: _____

California Independent System Operator Corporation

By: _____

Name: _____

Title: _____

Date: _____

Southern California Edison Company

By: Kevin M. Payne

Name: Kevin M. Payne

Title: Vice President, Engineering and Technical Services
Transmission & Distribution

Date: 10/3/2013

Exhibit A

First Amendment Revisions to the LGIA

Red-Line Format

**LARGE GENERATOR INTERCONNECTION AGREEMENT (LGIA)
AMONG**

NEXTERA DESERT CENTER BLYTHE, LLC

AND

SOUTHERN CALIFORNIA EDISON COMPANY

AND

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION

(Genesis McCoy Solar Project – CAISO Queue Position#193)

Contract Effective Date: 08/25/11
~~4/1/2013~~ [11/01/2013](#)
906.109.32
TOT223

Tariff Record Proposed Effective Date:

Version Number: [32](#).0.0
Option Code: A

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LARGE GENERATOR INTERCONNECTION AGREEMENT

NEXTERA DESERT CENTER BLYTHE, LLC

SOUTHERN CALIFORNIA EDISON COMPANY

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION

THIS LARGE GENERATOR INTERCONNECTION AGREEMENT (“LGIA”) is made and entered into this 12th day of August 2011, by and among **NextEra Desert Center Blythe, LLC**, a limited liability company organized and existing under the laws of the State/Commonwealth of Delaware ("Interconnection Customer" with a Large Generating Facility), **Southern California Edison Company**, a corporation organized and existing under the laws of the State of California (“Participating TO”), and **California Independent System Operator Corporation**, a California nonprofit public benefit corporation organized and existing under the laws of the State of California (“CAISO”). Interconnection Customer, Participating TO, and CAISO each may be referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, CAISO exercises Operational Control over the CAISO Controlled Grid; and

WHEREAS, the Participating TO owns, operates, and maintains the Participating TO’s Transmission System; and

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified as a Large Generating Facility in Appendix C to this LGIA; and

WHEREAS, Interconnection Customer, Participating TO, and CAISO have agreed to enter into this LGIA for the purpose of interconnecting the Large Generating Facility with the Participating TO’s Transmission System;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

When used in this LGIA, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used.

ARTICLE 1. DEFINITIONS

Abandoned Plant Approval shall mean a FERC final order, not subject to rehearing or appeal, unconditionally granting the Participating TO's request for a declaratory order that the Participating TO can recover 100% of its prudently incurred costs for the Network Upgrades if such facilities are abandoned due to circumstances outside of the Participating TO's control.

Adverse System Impact shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety and reliability of the electric system.

Affected System shall mean an electric system other than the CAISO Controlled Grid that may be affected by the proposed interconnection, including the Participating TO's electric system that is not part of the CAISO Controlled Grid.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Applicable Reliability Council shall mean the Western Electricity Coordinating Council or its successor.

Applicable Reliability Standards shall mean the requirements and guidelines of NERC, the Applicable Reliability Council, and the Balancing Authority Area of the Participating TO's Transmission System to which the Generating Facility is directly connected, including requirements adopted pursuant to Section 215 of the Federal Power Act.

Asynchronous Generating Facility shall mean an induction, doubly-fed, or electronic power generating unit(s) that produces 60 Hz (nominal) alternating current.

Balancing Authority shall mean the responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports Interconnection frequency in real time.

Balancing Authority Area shall mean the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.

Base Case shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies.

Breach shall mean the failure of a Party to perform or observe any material term or condition of this LGIA.

Breaching Party shall mean a Party that is in Breach of this LGIA.

Business Day shall mean Monday through Friday, excluding federal holidays and the day after Thanksgiving Day.

CAISO Controlled Grid shall mean the system of transmission lines and associated facilities of the parties to the Transmission Control Agreement that have been placed under the CAISO's Operational Control.

CAISO Tariff shall mean the CAISO's tariff, as filed with FERC, and as amended or supplemented from time to time, or any successor tariff.

Calendar Day shall mean any day including Saturday, Sunday or a federal holiday.

Commercial Operation shall mean the status of an Electric Generating Unit or project phase at a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date of an Electric Generating Unit or project phase shall mean the date on which the Electric Generating Unit or project phase at the Generating Facility commences Commercial Operation as agreed to by the applicable Participating TO, the CAISO, and the Interconnection Customer pursuant to Appendix E to this LGIA, and in accordance with the implementation plan agreed to by the Participating TO and the CAISO for multiple individual Electric Generating Units or project phases at a Generating Facility where an Interconnection Customer intends to establish separate Commercial Operation Dates for those Electric Generating Units or project phases.

Confidential Information shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise, subject to Article 22.1.2.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of this LGIA.

Distribution System shall mean those non-CAISO-controlled transmission and distribution facilities owned by the Participating TO.

Distribution Upgrades shall mean the additions, modifications, and upgrades to the Participating TO's Distribution System. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which this LGIA becomes effective upon execution by all Parties subject to acceptance by FERC, or if filed unexecuted, upon the date specified by FERC.

Electric Generating Unit shall mean an individual electric generator and its associated plant and apparatus whose electrical output is capable of being separately identified and metered.

Emergency Condition shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the CAISO, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the CAISO Controlled Grid or the electric systems of others to which the CAISO Controlled Grid is directly connected; (3) that, in the case of the Participating TO, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Participating TO's Transmission System, Participating TO's Interconnection Facilities, Distribution System, or the electric systems of others to which the Participating TO's electric system is directly connected; or (4) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided, that Interconnection Customer is not obligated by this LGIA to possess black start capability.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

FERC shall mean the Federal Energy Regulatory Commission or its successor.

Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Generating Facility shall mean the Interconnection Customer's Electric Generating Unit(s) used for the production of electricity identified in the Interconnection Customer's Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple energy production devices.

Generator Interconnection Procedures (GIP) shall mean the CAISO protocol that sets forth the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility ~~or Small Generating Facility~~ that is included in CAISO Tariff Appendix Y.

Generator Interconnection Study Process Agreement shall mean the agreement between the Interconnection Customer and the CAISO for the conduct of the Interconnection Studies.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be any one of a number of the optimum practices, methods, or acts to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority shall mean any federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, CAISO, Participating TO, or any Affiliate thereof.

Governing Independent Study Process Interconnection Studies shall mean the engineering study(ies) conducted or caused to be performed by the CAISO, in coordination with the applicable Participating TO(s), that evaluates the impact of the proposed interconnection on the safety and reliability of the Participating TO's Transmission System and, if applicable, an Affected System, which shall consist primarily of a Facilities Study as described in Section 4.5 of the Generation Interconnection Procedures or a System Impact Study as described in Section 4.4 of the Generation Interconnection Procedures.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

Initial Synchronization Date shall mean the date upon which an Electric Generating Unit is initially synchronized and upon which Trial Operation begins.

In-Service Date shall mean the date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Participating TO’s Interconnection Facilities to obtain back feed power.

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of this LGIA, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Participating TO’s Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the Participating TO’s Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Participating TO’s Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Financial Security shall mean any of the financial instruments listed in Section 9.1 of the GIP that are posted by an Interconnection Customer.

Interconnection Handbook shall mean a handbook, developed by the Participating TO and posted on the Participating TO’s web site or otherwise made available by the Participating TO, describing technical and operational requirements for wholesale generators and loads connected to the Participating TO's portion of the CAISO Controlled Grid, as such handbook may be modified or superseded from time to time. Participating TO's standards contained in the Interconnection Handbook shall be deemed consistent with Good Utility Practice and Applicable Reliability Standards. In the event of a conflict between the terms of this LGIA and the terms of the Participating TO's Interconnection Handbook, the terms in this LGIA shall apply.

Interconnection Request shall mean a request, in the form of Appendix 1 to the Generator Interconnection Procedures, in accordance with the CAISO Tariff.

Interconnection Service shall mean the service provided by the Participating TO and CAISO associated with interconnecting the Interconnection Customer's Generating Facility to the Participating TO's Transmission System and enabling the CAISO Controlled Grid to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of this LGIA, the Participating TO's Transmission Owner Tariff, and the CAISO Tariff.

Interconnection Study shall mean

- (i) For Interconnection Requests processed under the cluster study process described in the Generator Interconnection Procedures, either of the following studies: the Phase I Interconnection Study or the Phase II Interconnection Study conducted or caused to be performed by the CAISO, in coordination with the applicable Participating TO(s), pursuant to the Generator Interconnection Procedures;
- (ii) For Interconnection Requests processed under the Independent Study Process described in the Generator Interconnection Procedures, the governing study(ies) conducted or caused to be performed by the CAISO, in coordination with the applicable Participating TO(s), pursuant to the Generator Interconnection Procedures, which shall consist primarily of a Facilities Study as described in Section 4.5 of the GIP or a System Impact Study as described in Section 4.4 of the GIP.

IRS shall mean the Internal Revenue Service.

Large Generating Facility shall mean a Generating Facility having a Generating Facility Capacity of more than 20 MW.

Loss shall mean any and all damages, losses, and claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties.

Material Modification shall mean those modifications that have a material impact on the cost or timing of any Interconnection Request or any other valid interconnection request with a later queue priority date.

Metering Equipment shall mean all metering equipment installed or to be installed for measuring the output of the Generating Facility pursuant to this LGIA at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

NERC shall mean the North American Electric Reliability Corporation or its successor organization.

Network Upgrades shall be Participating TO's Delivery Network Upgrades and Participating TO's Reliability Network Upgrades.

Operational Control shall mean the rights of the CAISO under the Transmission Control Agreement and the CAISO Tariff to direct the parties to the Transmission Control Agreement how to operate their transmission lines and facilities and other electric plant affecting the reliability of those lines and facilities for the purpose of affording comparable non-discriminatory transmission access and meeting applicable reliability criteria.

Partial Termination shall refer to termination of this LGIA as described in Article 2.4.4 where i) this LGIA shall be terminated under Article 2.4.4 only with respect to one or more Electric Generating Units of a Phased Generating Facility; ii) this LGIA shall continue to remain in force and effect with respect to the first Electric Generating Unit to be placed into service and any subsequent Electric Generating Units of the Phased Generating Facility that are not the subject of the Partial Termination, and iii) no disconnection shall occur with respect to the sequence or Electric Generating Units within the Phased Generating Facility that are not terminated.

Partial Termination Charge shall mean that sum paid by the Interconnection Customer upon Partial Termination as provided for in Article 2.4.4.

Partial Termination Charge Security shall mean a form of security, issued in favor of the CAISO, naming the CAISO as the beneficiary for an amount equal to the maximum Partial Termination Charge that may become payable upon Partial Termination as provided for in Article 2.4.4. The Partial Termination Charge Security shall be in a form determined to be acceptable by the CAISO, of the type listed in CAISO GIP (CAISO Tariff Appendix Y) Section 9.1 (a) – (f), but which security shall be held in favor of the CAISO. Partial Termination Charge Security is separate and distinct from the Interconnection Financial Security.

Participating TO's Delivery Network Upgrades shall mean the additions, modifications, and upgrades to the Participating TO's Transmission System at or beyond the Point of Interconnection, other than Reliability Network Upgrades, identified in the Interconnection Studies, as identified in Appendix A, to relieve constraints on the CAISO Controlled Grid.

Participating TO's Interconnection Facilities shall mean all facilities and equipment owned, controlled or operated by the Participating TO from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to this LGIA, including any modifications, additions or upgrades to such facilities and equipment. Participating TO's Interconnection Facilities are sole use facilities and shall

not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Participating TO's Reliability Network Upgrades shall mean the additions, modifications, and upgrades to the Participating TO's Transmission System at or beyond the Point of Interconnection, identified in the Interconnection Studies, as identified in Appendix A, necessary to interconnect the Large Generating Facility safely and reliably to the Participating TO's Transmission System, which would not have been necessary but for the interconnection of the Large Generating Facility, including additions, modifications, and upgrades necessary to remedy short circuit or stability problems resulting from the interconnection of the Large Generating Facility to the Participating TO's Transmission System. Participating TO's Reliability Network Upgrades also include, consistent with Applicable Reliability Standards and Applicable Reliability Council practice, the Participating TO's facilities necessary to mitigate any adverse impact the Large Generating Facility's interconnection may have on a path's Applicable Reliability Council rating. Participating TO's Reliability Network Upgrades do not include any Participating TO's Delivery Network Upgrades.

Participating TO's Transmission System shall mean the facilities owned and operated by the Participating TO and that have been placed under the CAISO's Operational Control, which facilities form part of the CAISO Controlled Grid.

Party or Parties shall mean the Participating TO, CAISO, Interconnection Customer or the applicable combination of the above.

Phase I Interconnection Study shall mean the engineering study conducted or caused to be performed by the CAISO, in coordination with the applicable Participating TO(s), that evaluates the impact of the proposed interconnection on the safety and reliability of the Participating TO's Transmission System and, if applicable, an Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility(ies) were interconnected without identified project modifications or system modifications, as provided in the On-Peak Deliverability Assessment (as defined in the CAISO Tariff), and other potential impacts, including but not limited to those identified in the Scoping Meeting as described in the [Large](#) Generator Interconnection Procedures. The study will also identify the approximate total costs, based on per unit costs, of mitigating these impacts, along with an equitable allocation of those costs to Interconnection Customers for their individual Generating Facilities.

Phase II Interconnection Study shall mean an engineering and operational study conducted or caused to be performed by the CAISO once per calendar year, in coordination with the applicable Participating TO(s), to determine the Point of Interconnection and a list of facilities (including the Participating TO's Interconnection Facilities, Network Upgrades, Distribution Upgrades, and Stand Alone Network Upgrades), the cost of those facilities, and the time required to interconnect the Generating Facility(ies) with the Participating TO's Transmission System.

Phased Generating Facility shall mean a Generating Facility that is structured to be completed and to achieve Commercial Operation in two or more successive sequences that are specified in this LGIA, such that each sequence comprises a portion of the total megawatt generation capacity of the entire Generating Facility.

Point of Change of Ownership shall mean the point, as set forth in Appendix A to this LGIA, where the Interconnection Customer's Interconnection Facilities connect to the Participating TO's Interconnection Facilities.

Point of Interconnection shall mean the point, as set forth in Appendix A to this LGIA, where the Interconnection Facilities connect to the Participating TO's Transmission System.

QF PGA shall mean a Qualifying Facility Participating Generator Agreement specifying the special provisions for the operating relationship between a Qualifying Facility and the CAISO, a pro forma version of which is set forth in Appendix B.3 of the CAISO Tariff.

Qualifying Facility shall mean a qualifying cogeneration facility or qualifying small power production facility, as defined in the Code of Federal Regulations, Title 18, Part 292 (18 C.F.R. §292).

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under this LGIA, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Scoping Meeting shall mean the meeting among representatives of the Interconnection Customer, the Participating TO(s), other Affected Systems, and the CAISO conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

Stand Alone Network Upgrades shall mean Network Upgrades that the Interconnection Customer may construct without affecting day-to-day operations of the CAISO Controlled Grid or Affected Systems during their construction. The Participating TO, the CAISO, and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to this LGIA.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, that protects (1) the Participating TO's Transmission System, Participating TO's Interconnection Facilities, CAISO Controlled Grid, and Affected Systems from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the CAISO Controlled Grid, Participating TO's

Interconnection Facilities, and Affected Systems or on other delivery systems or other generating systems to which the CAISO Controlled Grid is directly connected.

Transmission Control Agreement shall mean CAISO FERC Electric Tariff No. 7.

Transmission Revenue Balancing Account shall have the meaning set forth in Appendix A of the CAISO Tariff.

Trial Operation shall mean the period during which the Interconnection Customer is engaged in on-site test operations and commissioning of an Electric Generating Unit prior to Commercial Operation.

ARTICLE 2. EFFECTIVE DATE, TERM AND TERMINATION

2.1 Effective Date. This LGIA shall become effective upon execution by all Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC. The CAISO and Participating TO shall promptly file this LGIA with FERC upon execution in accordance with Article 3.1, if required.

2.2 Term of Agreement. Subject to the provisions of Article 2.3, this LGIA shall remain in effect for a period of thirty (30) years from the Effective Date and shall be automatically renewed for each successive one-year period thereafter.

2.3 Termination Procedures.

2.3.1 Written Notice. This LGIA may be terminated by the Interconnection Customer after giving the CAISO and the Participating TO ninety (90) Calendar Days advance written notice, or by the CAISO and the Participating TO notifying FERC after the Generating Facility permanently ceases Commercial Operation.

2.3.2 Default. A Party may terminate this LGIA in accordance with Article 17.

2.3.3 Suspension of Work. This LGIA may be deemed terminated in accordance with Article 5.16.

2.3.4 Notwithstanding Articles 2.3.1, 2.3.2, and 2.3.3, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with FERC of a notice of termination of this LGIA (if applicable), which notice has been accepted for filing by FERC, and the Interconnection Customer has fulfilled its termination cost obligations under Article 2.4.

2.3.5 Partial Termination. The Parties have included within this LGIA a provision for Partial Termination of this LGIA, the terms of which are set

forth in Article 2.4.4. Notwithstanding any other term of this LGIA, Partial Termination shall be determined to have occurred in any and all circumstances where (i) one or more sequences or Electric Generating Units for which the Interconnection Customer has secured Partial Termination eligibility are terminated, (ii) this LGIA has not been terminated in its entirety and (iii) all sequences or Electric Generating Units have not been disconnected pursuant to Article 2.5.

- 2.4 Termination Costs.** Immediately upon the other Parties' receipt of a notice of the termination of this LGIA pursuant to Article 2.3 above, the CAISO and the Participating TO will determine the total cost responsibility of the Interconnection Customer. If, as of the date of the other Parties' receipt of the notice of termination, the Interconnection Customer has not already paid its share of Network Upgrade costs, as set forth in Appendix G to this LGIA, the Participating TO will liquidate the Interconnection Customer's Interconnection Financial Security associated with its cost responsibility for Network Upgrades, in accordance with Section 9.4 of the GIP.

The Interconnection Customer will also be responsible for all costs incurred or irrevocably committed to be incurred in association with the construction of the Participating TO's Interconnection Facilities (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) and other such expenses, including any Distribution Upgrades for which the Participating TO or CAISO has incurred expenses or has irrevocably committed to incur expenses and has not been reimbursed by the Interconnection Customer, as of the date of the other Parties' receipt of the notice of termination, subject to the limitations set forth in this Article 2.4. However, to the extent that the costs of the Participating TO's Network Upgrades have received Abandoned Plant Approval, the Interconnection Customer shall not be responsible for those termination charges. Nothing in this Article 2.4 shall limit the Parties' rights under Article 17. If, as of the date of the other Parties' receipt of the notice of termination, the Interconnection Customer has not already reimbursed the Participating TO and the CAISO for costs incurred to construct the Participating TO's Interconnection Facilities, the Participating TO will liquidate the Interconnection Customer's Interconnection Financial Security associated with the construction of the Participating TO's Interconnection Facilities, in accordance with Section 9.4 of the GIP. If the amount of the Interconnection Financial Security liquidated by the Participating TO under this Article 2.4 is insufficient to compensate the CAISO and the Participating TO for actual costs associated with the construction of the Participating TO's Interconnection Facilities contemplated in this Article, any additional amounts will be the responsibility of the Interconnection Customer, subject to the provisions of Section 9.4 of the GIP. Any such additional amounts due from the Interconnection Customer beyond the amounts covered by its Interconnection Financial Security will be due to the Participating TO immediately upon termination of this LGIA in accordance with Section 9.4 of the GIP.

If the amount of the Interconnection Financial Security exceeds the Interconnection Customer's cost responsibility under Section 9.4 of the GIP, any excess amount will be released to the Interconnection Customer in accordance with Section 9.4 of the GIP.

(a) *Interrelationship of Abandoned Plant Approval and Termination Costs.* As the Participating TO has been granted Abandoned Plant Approval, the Interconnection Customer shall not be responsible for any termination costs for the Network Upgrades that SCE will upfront finance. The Parties acknowledge and agree that the Partial Termination Charge does not apply in situations of termination of this LGIA in its entirety, and no reduction of the Partial Termination Charge shall be made by reason of Abandoned Plant Approval.

(b) *Interrelationship of Termination of the Entire LGIA under Article 2.4 and Partial Termination under 2.4.4.* Nothing in this Article 2.4 shall limit the operation of those provisions pertaining to Partial Termination or the Partial Termination Charge contained in Article 2.4.4. In the event of Partial Termination, the provisions of Article 2.4 shall govern.

2.4.1 Notwithstanding the foregoing, in the event of termination by a Party, all Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. With respect to any portion of the Participating TO's Interconnection Facilities that have not yet been constructed or installed, the Participating TO shall to the extent possible and with the Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event the Interconnection Customer elects not to authorize such cancellation, the Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and the Participating TO shall deliver such material and equipment, and, if necessary, assign such contracts, to the Interconnection Customer as soon as practicable, at the Interconnection Customer's expense. To the extent that the Interconnection Customer has already paid the Participating TO for any or all such costs of materials or equipment not taken by the Interconnection Customer, the Participating TO shall promptly refund such amounts to the Interconnection Customer, less any costs, including penalties, incurred by the Participating TO to cancel any pending orders of or return such materials, equipment, or contracts.

- 2.4.2** The Participating TO may, at its option, retain any portion of such materials, equipment, or facilities that the Interconnection Customer chooses not to accept delivery of, in which case the Participating TO shall be responsible for all costs associated with procuring such materials, equipment, or facilities.
- 2.4.3** With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this LGIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.
- 2.4.4 Partial Termination.** The Parties agree that this LGIA shall provide for Partial Termination on the terms and conditions of this Article 2.4.4. This Article 2.4.4 shall apply only in the event of Partial Termination and shall not apply if this LGIA is terminated with respect to the entire Generating Facility. Partial Termination shall be deemed to have occurred, and the terms of this Article 2.4.4 shall apply in any and all situations of termination under this LGIA where the LGIA is not terminated in its entirety with the corresponding disconnection of all Electric Generating Units or sequences of the Generating Facility that are the subject of this LGIA; provided, however, that Partial Termination may occur only with respect to those Electric Generating Units for which the Interconnection Customer has previously provided Partial Termination Charge Security, such that no Partial Termination of an Electric Generating Unit may occur for which the Partial Termination right has not been secured.
- 2.4.4.1** Except as set forth in Appendix A, Section 14, Table 2B, in the event of Partial Termination, the Interconnection Customer shall pay a Partial Termination Charge. The Partial Termination Charge shall be payable to the CAISO and shall be secured by the Partial Termination Charge Security. The Partial Termination Charge Security shall correspond to the Partial Termination Charge which shall be an amount equal to the product of ten percent (10%) of the dollar amount of the Interconnection Customer's cost responsibility for the Network Upgrades in the absence of Participating TO upfront funding for the entire Phased Generating Facility times (multiplied by) the ratio of the megawatt capacity of the portion of the Phased Generating Facility that is terminated to the megawatt capacity of the entire Phased Generating Facility. The following specific items related to Partial Termination are set forth in Appendix A, Section 12: the amount of the Partial Termination Charge and Partial Termination Charge Security; the timing for posting of the security, and the details for reduction of the security for Electric Generating Units that achieve Commercial Operation prior to Partial Termination.

- 2.4.4.2** Partial Termination may be exercised following the delivery of the Partial Termination Charge Security for the Electric Generating Units for which the Interconnection Customer has elected to make the Partial Termination available either: (i) at the option of the Interconnection Customer, exercisable in its sole discretion; or, (ii) upon notice at the mutual discretion of the Participating TO's and the CAISO, (a) upon failure of the Interconnection Customer to achieve Commercial Operation of such Electric Generating Units within the time period specified in Appendix A , Section 12(d), or (b) upon the failure of the Interconnection Customer to meet any of the milestones set forth in Appendix A, subject to the terms and conditions of Appendix A, Section 14(d). The notice referenced in this Article 2.4.4.2 may run concurrently with any other notice provided by the Party under this LGIA (including notices pertaining to Default, or failure to meet milestones relating to decision points) and shall not provide the noticed Parties with any additional period of time for cure in such other notices.
- 2.4.4.3** Upon written notice by either (i) the Interconnection Customer to the other Parties; or (ii) the Participating TO and the CAISO to the Interconnection Customer; that the noticing Party has invoked Partial Termination, the Partial Termination Charge shall become immediately due and owing, and the CAISO shall liquidate the Partial Termination Charge Security for collection of the applicable Partial Termination Charge, and apply such Partial Termination Charge funds as specified in Section 2.4.4.5.
- 2.4.4.4** Upon Partial Termination, the Parties shall amend this LGIA to remove from this LGIA the terms and conditions specifying continuing rights and obligations of the Parties with respect to the applicable Electric Generating Unit(s) of the Phased Generating Facility which have been the subject of the Partial Termination, and to specify the continuing rights and obligations of the Parties with respect to the Electric Generating Units which remain the subject of the LGIA. The amended LGIA shall reflect that the Parties have partially terminated the LGIA as to the terminated Electric Generating Unit(s), but not as to any provisions relevant to the Electric Generating Unit(s) for which Partial Termination has not been exercised. The amended LGIA shall further reflect the lower generation capacity of the Generating Facility in its new condition following Partial Termination, and, to the extent that the interconnection configuration that has been modified as a result of the Partial Termination, shall set forth the modified configuration in the amended and restated Appendices to this LGIA.
- 2.4.4.5** After written notice of Partial Termination under Article 2.4.4.5, and the expiration of any opportunity to cure relating to any concurrent notices (such as notices of Default or notices relating to milestones and decision

points) the CAISO shall cause the Partial Termination Charge funds to be applied and disbursed in such a manner as to cause a credit toward the Transmission Revenue Balancing Account ("TRBA") of the Participating TO. The Parties agree to cooperate and execute such agreements and undertake such actions as may be necessary to apply the funds to credit this account.

2.4.4.6 If this LGIA is terminated in its entirety prior to any event of Partial Termination, then any Partial Termination Charge Security which was provided to the CAISO prior to the Partial Termination shall be returned to the Interconnection Customer. The Parties acknowledge that there could be a situation where the LGIA was partially terminated in one transaction, followed by a termination of the entire LGIA in a subsequent transaction, in that event, the amount of Partial Termination Charge Security associated with such previous Partial Termination shall not be returned to the Interconnection Customer.

2.4.4.7 In the event of Partial Termination, the Partial Termination Charge and application of such charge as a credit to the Participating TO's TRBA shall serve as the recourse of the CAISO and the Participating TO for any costs associated with the Network Upgrades that are the subject of upfront financing by the Participating TO as described in this LGIA, and the Interconnection Customer shall not be responsible for payment to the CAISO or the Participating TO for any further costs, charges or expenses attributable to the Network Upgrades that the Participating TO is obligated to finance as described in this LGIA by virtue of its commitment to provide upfront financing.

2.5 Disconnection. Upon termination of this LGIA in its entirety, the Parties will take all appropriate steps to disconnect the Large Generating Facility from the Participating TO's Transmission System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this LGIA or such non-terminating Party otherwise is responsible for these costs under this LGIA.

2.6 Survival. This LGIA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this LGIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this LGIA was in effect; and to permit each Party to have access to the lands of the other Parties pursuant to this LGIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

ARTICLE 3. REGULATORY FILINGS AND CAISO TARIFF COMPLIANCE

- 3.1 Filing.** The Participating TO and the CAISO shall file this LGIA (and any amendment hereto) with the appropriate Governmental Authority(ies), if required. The Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 22. If the Interconnection Customer has executed this LGIA, or any amendment thereto, the Interconnection Customer shall reasonably cooperate with the Participating TO and CAISO with respect to such filing and to provide any information reasonably requested by the Participating TO or CAISO needed to comply with applicable regulatory requirements.
- 3.2 Agreement Subject to CAISO Tariff.** The Interconnection Customer will comply with all applicable provisions of the CAISO Tariff, including the GIP.
- 3.3 Relationship Between this LGIA and the CAISO Tariff.** With regard to rights and obligations between the Participating TO and the Interconnection Customer, if and to the extent a matter is specifically addressed by a provision of this LGIA (including any appendices, schedules or other attachments to this LGIA), the provisions of this LGIA shall govern. If and to the extent a provision of this LGIA is inconsistent with the CAISO Tariff and dictates rights and obligations between the CAISO and the Participating TO or the CAISO and the Interconnection Customer, the CAISO Tariff shall govern.
- 3.4 Relationship Between this LGIA and the QF PGA.** With regard to the rights and obligations of a Qualifying Facility that has entered into a QF PGA with the CAISO and has entered into this LGIA, if and to the extent a matter is specifically addressed by a provision of the QF PGA that is inconsistent with this LGIA, the terms of the QF PGA shall govern.

ARTICLE 4. SCOPE OF SERVICE

- 4.1 Interconnection Service.** Interconnection Service allows the Interconnection Customer to connect the Large Generating Facility to the Participating TO's Transmission System and be eligible to deliver the Large Generating Facility's output using the available capacity of the CAISO Controlled Grid. To the extent the Interconnection Customer wants to receive Interconnection Service, the Participating TO shall construct facilities identified in Appendices A and C that the Participating TO is responsible to construct.

Interconnection Service does not necessarily provide the Interconnection Customer with the capability to physically deliver the output of its Large Generating Facility to any particular load on the CAISO Controlled Grid without incurring congestion costs. In the event of transmission constraints on the CAISO Controlled Grid, the Interconnection Customer's Large Generating Facility shall be subject to the applicable congestion management procedures in the CAISO Tariff in the same manner as all other resources.

- 4.2 Provision of Service.** The Participating TO and the CAISO shall provide Interconnection Service for the Large Generating Facility.
- 4.3 Performance Standards.** Each Party shall perform all of its obligations under this LGIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this LGIA for its compliance therewith. If such Party is the CAISO or Participating TO, then that Party shall amend the LGIA and submit the amendment to FERC for approval.
- 4.4 No Transmission Service.** The execution of this LGIA does not constitute a request for, nor the provision of, any transmission service under the CAISO Tariff, and does not convey any right to deliver electricity to any specific customer or point of delivery.
- 4.5 Interconnection Customer Provided Services.** The services provided by Interconnection Customer under this LGIA are set forth in Article 9.6 and Article 13.5.1. Interconnection Customer shall be paid for such services in accordance with Article 11.6.

ARTICLE 5. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION

Interconnection Facilities, Network Upgrades, and Distribution Upgrades shall be studied, designed, and constructed pursuant to Good Utility Practice. Such studies, design and construction shall be based on the assumed accuracy and completeness of all technical information received by the Participating TO and the CAISO from the Interconnection Customer associated with interconnecting the Large Generating Facility.

- 5.1 Options.** Unless otherwise mutually agreed among the Parties, the Interconnection Customer shall select the In-Service Date, Initial Synchronization Date, and Commercial Operation Date; and either Standard Option or Alternate Option set forth below for completion of the Participating TO's Interconnection Facilities and Network Upgrades as set forth in Appendix A, Interconnection Facilities, Network Upgrades, and Distribution Upgrades, and such dates and selected option shall be set forth in Appendix B, Milestones.
- 5.1.1 Standard Option.** The Participating TO shall design, procure, and construct the Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades, using Reasonable Efforts to complete the Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades by the dates set forth in Appendix B, Milestones. The Participating TO shall not be required to undertake any action which is inconsistent with its standard safety practices, its material

and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event the Participating TO reasonably expects that it will not be able to complete the Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades by the specified dates, the Participating TO shall promptly provide written notice to the Interconnection Customer and the CAISO and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.1.2 Alternate Option. If the dates designated by the Interconnection Customer are acceptable to the Participating TO, the Participating TO shall so notify the Interconnection Customer within thirty (30) Calendar Days, and shall assume responsibility for the design, procurement and construction of the Participating TO's Interconnection Facilities by the designated dates.

If the Participating TO subsequently fails to complete the Participating TO's Interconnection Facilities by the In-Service Date, to the extent necessary to provide back feed power; or fails to complete Network Upgrades by the Initial Synchronization Date to the extent necessary to allow for Trial Operation at full power output, unless other arrangements are made by the Parties for such Trial Operation; or fails to complete the Network Upgrades by the Commercial Operation Date, as such dates are reflected in Appendix B, Milestones; the Participating TO shall pay the Interconnection Customer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by the Interconnection Customer shall be extended day for day for each day that the CAISO refuses to grant clearances to install equipment.

5.1.3 Option to Build. If the dates designated by the Interconnection Customer are not acceptable to the Participating TO, the Participating TO shall so notify the Interconnection Customer within thirty (30) Calendar Days, and unless the Parties agree otherwise, the Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades. If the Interconnection Customer elects to exercise its option to assume responsibility for the design, procurement and construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades, it shall so notify the Participating TO within thirty (30) Calendar Days of receipt of the Participating TO's notification that the designated dates are not acceptable to the Participating TO. The Participating TO, CAISO, and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A to this LGIA. Except for Stand Alone Network Upgrades, the

Interconnection Customer shall have no right to construct Network Upgrades under this option.

5.1.4 Negotiated Option. If the Interconnection Customer elects not to exercise its option under Article 5.1.3, Option to Build, the Interconnection Customer shall so notify the Participating TO within thirty (30) Calendar Days of receipt of the Participating TO's notification that the designated dates are not acceptable to the Participating TO, and the Parties shall in good faith attempt to negotiate terms and conditions (including revision of the specified dates and liquidated damages, the provision of incentives or the procurement and construction of a portion of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades by the Interconnection Customer) pursuant to which the Participating TO is responsible for the design, procurement and construction of the Participating TO's Interconnection Facilities and Network Upgrades. If the Parties are unable to reach agreement on such terms and conditions, the Participating TO shall assume responsibility for the design, procurement and construction of the Participating TO's Interconnection Facilities and Network Upgrades pursuant to Article 5.1.1, Standard Option.

5.2 General Conditions Applicable to Option to Build. If the Interconnection Customer assumes responsibility for the design, procurement and construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades,

(1) the Interconnection Customer shall engineer, procure equipment, and construct the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by the Participating TO;

(2) The Interconnection Customer's engineering, procurement and construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law to which the Participating TO would be subject in the engineering, procurement or construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades;

(3) the Participating TO shall review, and the Interconnection Customer shall obtain the Participating TO's approval of, the engineering design, equipment acceptance tests, and the construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades, which approval shall not be unreasonably withheld, and the CAISO may, at its option, review the engineering design, equipment acceptance tests, and the construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades;

(4) prior to commencement of construction, the Interconnection Customer shall provide to the Participating TO, with a copy to the CAISO for informational purposes, a schedule for construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from the Participating TO;

(5) at any time during construction, the Participating TO shall have the right to gain unrestricted access to the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;

(6) at any time during construction, should any phase of the engineering, equipment procurement, or construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by the Participating TO, the Interconnection Customer shall be obligated to remedy deficiencies in that portion of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades;

(7) the Interconnection Customer shall indemnify the CAISO and Participating TO for claims arising from the Interconnection Customer's construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 Indemnity;

(8) The Interconnection Customer shall transfer control of the Participating TO's Interconnection Facilities to the Participating TO and shall transfer Operational Control of Stand Alone Network Upgrades to the CAISO;

(9) Unless the Parties otherwise agree, the Interconnection Customer shall transfer ownership of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades to the Participating TO. As soon as reasonably practicable, but within twelve months after completion of the construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades, the Interconnection Customer shall provide an invoice of the final cost of the construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades to the Participating TO, which invoice shall set forth such costs in sufficient detail to enable the Participating TO to reflect the proper costs of such facilities in its transmission rate base and to identify the investment upon which refunds will be provided;

(10) the Participating TO shall accept for operation and maintenance the Participating TO's Interconnection Facilities and Stand Alone Network

Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2; and

(11) The Interconnection Customer's engineering, procurement and construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of the "Option to Build" conditions set forth in Appendix C. Interconnection Customer shall deliver to the Participating TO "as-built" drawings, information, and any other documents that are reasonably required by the Participating TO to assure that the Interconnection Facilities and Stand-Alone Network Upgrades are built to the standards and specifications required by the Participating TO.

5.3 Liquidated Damages. The actual damages to the Interconnection Customer, in the event the Participating TO's Interconnection Facilities or Network Upgrades are not completed by the dates designated by the Interconnection Customer and accepted by the Participating TO pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by the Participating TO to the Interconnection Customer in the event that the Participating TO does not complete any portion of the Participating TO's Interconnection Facilities or Network Upgrades by the applicable dates, shall be an amount equal to $\frac{1}{2}$ of 1 percent per day of the actual cost of the Participating TO's Interconnection Facilities and Network Upgrades, in the aggregate, for which the Participating TO has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of the Participating TO's Interconnection Facilities and Network Upgrades for which the Participating TO has assumed responsibility to design, procure, and construct. The foregoing payments will be made by the Participating TO to the Interconnection Customer as just compensation for the damages caused to the Interconnection Customer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this LGIA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for the Participating TO's failure to meet its schedule.

No liquidated damages shall be paid to the Interconnection Customer if: (1) the Interconnection Customer is not ready to commence use of the Participating TO's Interconnection Facilities or Network Upgrades to take the delivery of power for the Electric Generating Unit's Trial Operation or to export power from the Electric Generating Unit on the specified dates, unless the Interconnection Customer would have been able to commence use of the Participating TO's Interconnection Facilities or Network Upgrades to take the delivery of power for Electric

Generating Unit's Trial Operation or to export power from the Electric Generating Unit, but for the Participating TO's delay; (2) the Participating TO's failure to meet the specified dates is the result of the action or inaction of the Interconnection Customer or any other interconnection customer who has entered into an interconnection agreement with the CAISO and/or Participating TO, action or inaction by the CAISO, or any cause beyond the Participating TO's reasonable control or reasonable ability to cure; (3) the Interconnection Customer has assumed responsibility for the design, procurement and construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades; or (4) the Parties have otherwise agreed.

In no event shall the CAISO have any responsibility or liability to the Interconnection Customer for liquidated damages pursuant to the provisions of this Article 5.3.

5.4 Power System Stabilizers. The Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with Applicable Reliability Standards, the guidelines and procedures established by the Applicable Reliability Council, and the provisions of Section 4.6.5.1 of the CAISO Tariff. The CAISO reserves the right to establish reasonable minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Large Generating Facility. If the Large Generating Facility's Power System Stabilizers are removed from service or not capable of automatic operation, the Interconnection Customer shall immediately notify the CAISO and the Participating TO and restore the Power System Stabilizers to operation as soon as possible. The CAISO shall have the right to order the reduction in output or disconnection of the Large Generating Facility if the reliability of the CAISO Controlled Grid would be adversely affected as a result of improperly tuned Power System Stabilizers. The requirements of this Article 5.4 shall apply to Asynchronous Generating Facilities in accordance with Appendix H.

5.5 Equipment Procurement. If responsibility for construction of the Participating TO's Interconnection Facilities or Network Upgrades is to be borne by the Participating TO, then the Participating TO shall commence design of the Participating TO's Interconnection Facilities or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

5.5.1 The CAISO, in coordination with the applicable Participating TO(s), has completed the Phase II Interconnection Study or Governing Independent Study ~~Process~~ Interconnection Study pursuant to the applicable Generator Interconnection Facilities Study Process Agreement or other applicable study process agreement;

- 5.5.2** The Participating TO has received written authorization to proceed with design and procurement from the Interconnection Customer by the date specified in Appendix B, Milestones; and
- 5.5.3** The Interconnection Customer has provided security to the Participating TO in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.
- 5.6 Construction Commencement.** The Participating TO shall commence construction of the Participating TO's Interconnection Facilities and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

 - 5.6.1** Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;
 - 5.6.2** Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of the Participating TO's Interconnection Facilities and Network Upgrades;
 - 5.6.3** The Participating TO has received written authorization to proceed with construction from the Interconnection Customer by the date specified in Appendix B, Milestones; and
 - 5.6.4** The Interconnection Customer has provided payment and security to the Participating TO in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.
- 5.7 Work Progress.** The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. Any Party may, at any time, request a progress report from another Party. If, at any time, the Interconnection Customer determines that the completion of the Participating TO's Interconnection Facilities will not be required until after the specified In-Service Date, the Interconnection Customer will provide written notice to the Participating TO and CAISO of such later date upon which the completion of the Participating TO's Interconnection Facilities will be required.
- 5.8 Information Exchange.** As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Interconnection Customer's Interconnection Facilities and Participating TO's Interconnection Facilities and compatibility of the Interconnection Facilities with the Participating TO's Transmission System, and shall work diligently and in good faith to make any necessary design changes.
- 5.9 Limited Operation.** If any of the Participating TO's Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the

Commercial Operation Date of the Electric Generating Unit, the Participating TO and/or CAISO, as applicable, shall, upon the request and at the expense of the Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Electric Generating Unit and the Interconnection Customer's Interconnection Facilities may operate prior to the completion of the Participating TO's Interconnection Facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this LGIA. The Participating TO and CAISO shall permit Interconnection Customer to operate the Electric Generating Unit and the Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.

5.10 Interconnection Customer's Interconnection Facilities. The Interconnection Customer shall, at its expense, design, procure, construct, own and install the Interconnection Customer's Interconnection Facilities, as set forth in Appendix A.

5.10.1 Large Generating Facility and Interconnection Customer's Interconnection Facilities Specifications. In addition to the Interconnection Customer's responsibility to submit technical data with its Interconnection Request as required by Section 3.5.1 of the GIP, the Interconnection Customer shall submit all remaining necessary specifications for the Interconnection Customer's Interconnection Facilities and Large Generating Facility, including System Protection Facilities, to the Participating TO and the CAISO at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. The Participating TO and the CAISO shall review such specifications pursuant to this LGIA and the GIP to ensure that the Interconnection Customer's Interconnection Facilities and Large Generating Facility are compatible with the technical specifications, operational control, safety requirements, and any other applicable requirements of the Participating TO and the CAISO and comment on such specifications within thirty (30) Calendar Days of the Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

5.10.2 Participating TO's and CAISO's Review. The Participating TO's and the CAISO's review of the Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Large Generating Facility, or the Interconnection Customer's Interconnection Facilities. Interconnection Customer shall make such changes to the Interconnection Customer's Interconnection Facilities as may reasonably be required by the Participating TO or the CAISO, in accordance with Good Utility Practice, to ensure that the Interconnection Customer's Interconnection

Facilities are compatible with the technical specifications, Operational Control, and safety requirements of the Participating TO or the CAISO.

5.10.3 Interconnection Customer's Interconnection Facilities Construction.

The Interconnection Customer's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Participating TO and Interconnection Customer agree on another mutually acceptable deadline, the Interconnection Customer shall deliver to the Participating TO and CAISO "as-built" drawings, information and documents for the Interconnection Customer's Interconnection Facilities and the Electric Generating Unit(s), such as: a one-line diagram, a site plan showing the Large Generating Facility and the Interconnection Customer's Interconnection Facilities, plan and elevation drawings showing the layout of the Interconnection Customer's Interconnection Facilities, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with the Interconnection Customer's step-up transformers, the facilities connecting the Large Generating Facility to the step-up transformers and the Interconnection Customer's Interconnection Facilities, and the impedances (determined by factory tests) for the associated step-up transformers and the Electric Generating Units. The Interconnection Customer shall provide the Participating TO and the CAISO specifications for the excitation system, automatic voltage regulator, Large Generating Facility control and protection settings, transformer tap settings, and communications, if applicable. Any deviations from the relay settings, machine specifications, and other specifications originally submitted by the Interconnection Customer shall be assessed by the Participating TO and the CAISO pursuant to the appropriate provisions of this LGIA and the GIP.

5.10.4 Interconnection Customer to Meet Requirements of the Participating TO's Interconnection Handbook. The Interconnection Customer shall comply with the Participating TO's Interconnection Handbook.

5.11 Participating TO's Interconnection Facilities Construction. The Participating TO's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Participating TO and Interconnection Customer agree on another mutually acceptable deadline, the Participating TO shall deliver to the Interconnection Customer and the CAISO the following "as-built" drawings, information and documents for the Participating TO's Interconnection Facilities. No as-built drawings will be provided.

The Participating TO will obtain control for operating and maintenance purposes of the Participating TO's Interconnection Facilities and Stand Alone Network

Upgrades upon completion of such facilities. Pursuant to Article 5.2, the CAISO will obtain Operational Control of the Stand Alone Network Upgrades prior to the Commercial Operation Date.

- 5.12 Access Rights.** Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party (“Granting Party”) shall furnish at no cost to the other Party (“Access Party”) any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Large Generating Facility with the Participating TO’s Transmission System; (ii) operate and maintain the Large Generating Facility, the Interconnection Facilities and the Participating TO’s Transmission System; and (iii) disconnect or remove the Access Party’s facilities and equipment upon termination of this LGIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party’s business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.
- 5.13 Lands of Other Property Owners.** If any part of the Participating TO’s Interconnection Facilities and/or Network Upgrades are to be installed on property owned by persons other than the Interconnection Customer or Participating TO, the Participating TO shall at the Interconnection Customer’s expense use efforts, similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove the Participating TO’s Interconnection Facilities and/or Network Upgrades upon such property.
- 5.14 Permits.** Participating TO and Interconnection Customer shall cooperate with each other in good faith in obtaining all permits, licenses and authorization that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, the Participating TO shall provide permitting assistance to the Interconnection Customer comparable to that provided to the Participating TO’s own, or an Affiliate’s generation.
- 5.15 Early Construction of Base Case Facilities.** The Interconnection Customer may request the Participating TO to construct, and the Participating TO shall construct, using Reasonable Efforts to accommodate Interconnection Customer’s In-Service Date, all or any portion of any Network Upgrades required for Interconnection Customer to be interconnected to the Participating TO’s

Transmission System which are included in the Base Case of the Interconnection Studies for the Interconnection Customer, and which also are required to be constructed for another interconnection customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date.

- 5.16 Suspension.** The Interconnection Customer reserves the right, upon written notice to the Participating TO and the CAISO, to suspend at any time all work associated with the construction and installation of the Participating TO's Interconnection Facilities, Network Upgrades, and/or Distribution Upgrades required under this LGIA, other than Network Upgrades identified in the Phase II Interconnection Study as common to multiple Generating Facilities, with the condition that the Participating TO's electrical system and the CAISO Controlled Grid shall be left in a safe and reliable condition in accordance with Good Utility Practice and the Participating TO's safety and reliability criteria and the CAISO's Applicable Reliability Standards. In such event, the Interconnection Customer shall be responsible for all reasonable and necessary costs which the Participating TO (i) has incurred pursuant to this LGIA prior to the suspension and (ii) incurs in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the Participating TO's electric system during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which the Participating TO cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor contract, the Participating TO shall obtain Interconnection Customer's authorization to do so.

Network Upgrades common to multiple Generating Facilities, and to which the Interconnection Customer's right of suspension shall not extend, consist of Network Upgrades identified for:

- (i) Generating Facilities which are the subject of all Interconnection Requests made prior to the Interconnection Customer's Interconnection Request;
- (ii) Generating Facilities which are the subject of Interconnection Requests within the Interconnection Customer's queue cluster; and
- (iii) Generating Facilities that are the subject of Interconnection Requests that were made after the Interconnection Customer's Interconnection Request but no later than the date on which the Interconnection Customer's Phase II Study Report is issued, and have been modeled in the Base Case at the time the Interconnection Customer seeks to exercise its suspension rights under this Section.

The Participating TO shall invoice the Interconnection Customer for such costs pursuant to Article 12 and shall use due diligence to minimize its costs. In the

event Interconnection Customer suspends work required under this LGIA pursuant to this Article 5.16, and has not requested the Participating TO to recommence the work or has not itself recommenced work required under this LGIA in time to ensure that the new projected Commercial Operation Date for the full Generating Facility Capacity of the Large Generating Facility is no more than three (3) years from the Commercial Operation Date identified in Appendix B hereto, this LGIA shall be deemed terminated and the Interconnection Customer's responsibility for costs will be determined in accordance with Article 2.4 of this LGIA. The suspension period shall begin on the date the suspension is requested, or the date of the written notice to the Participating TO and the CAISO, if no effective date is specified.

5.17 Taxes.

5.17.1 Interconnection Customer Payments Not Taxable. The Parties intend that all payments or property transfers made by the Interconnection Customer to the Participating TO for the installation of the Participating TO's Interconnection Facilities and the Network Upgrades shall be non-taxable, either as contributions to capital, or as a refundable advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

5.17.2 Representations And Covenants. In accordance with IRS Notice 2001-82 and IRS Notice 88-129, the Interconnection Customer represents and covenants that (i) ownership of the electricity generated at the Large Generating Facility will pass to another party prior to the transmission of the electricity on the CAISO Controlled Grid, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to the Participating TO for the Participating TO's Interconnection Facilities will be capitalized by the Interconnection Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of the Participating TO's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Large Generating Facility. For this purpose, "de minimis amount" means no more than 5 percent of the total power flows in both directions, calculated in accordance with the "5 percent test" set forth in IRS Notice 88-129. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At the Participating TO's request, the Interconnection Customer shall provide the Participating TO with a report from an independent engineer confirming its representation in clause (iii), above. The Participating TO

represents and covenants that the cost of the Participating TO's Interconnection Facilities paid for by the Interconnection Customer without the possibility of refund or credit will have no net effect on the base upon which rates are determined.

5.17.3 Indemnification for the Cost Consequence of Current Tax Liability Imposed Upon the Participating TO. Notwithstanding Article 5.17.1, the Interconnection Customer shall protect, indemnify and hold harmless the Participating TO from the cost consequences of any current tax liability imposed against the Participating TO as the result of payments or property transfers made by the Interconnection Customer to the Participating TO under this LGIA for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by the Participating TO.

The Participating TO shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges the Interconnection Customer under this LGIA unless (i) the Participating TO has determined, in good faith, that the payments or property transfers made by the Interconnection Customer to the Participating TO should be reported as income subject to taxation or (ii) any Governmental Authority directs the Participating TO to report payments or property as income subject to taxation; provided, however, that the Participating TO may require the Interconnection Customer to provide security for Interconnection Facilities, in a form reasonably acceptable to the Participating TO (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax liability under this Article 5.17. The Interconnection Customer shall reimburse the Participating TO for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from the Participating TO of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten year testing period and the applicable statute of limitation, as it may be extended by the Participating TO upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

5.17.4 Tax Gross-Up Amount. The Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that the Interconnection Customer will pay the Participating TO, in addition to the amount paid for the Interconnection Facilities and Network Upgrades, an amount equal to (1)

the current taxes imposed on the Participating TO (“Current Taxes”) on the excess of (a) the gross income realized by the Participating TO as a result of payments or property transfers made by the Interconnection Customer to the Participating TO under this LGIA (without regard to any payments under this Article 5.17) (the “Gross Income Amount”) over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the “Present Value Depreciation Amount”), plus (2) an additional amount sufficient to permit the Participating TO to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose, (i) Current Taxes shall be computed based on the Participating TO’s composite federal and state tax rates at the time the payments or property transfers are received and the Participating TO will be treated as being subject to tax at the highest marginal rates in effect at that time (the “Current Tax Rate”), and (ii) the Present Value Depreciation Amount shall be computed by discounting the Participating TO’s anticipated tax depreciation deductions as a result of such payments or property transfers by the Participating TO’s current weighted average cost of capital. Thus, the formula for calculating the Interconnection Customer’s liability to the Participating TO pursuant to this Article 5.17.4 can be expressed as follows: $(\text{Current Tax Rate} \times (\text{Gross Income Amount} - \text{Present Value of Tax Depreciation})) / (1 - \text{Current Tax Rate})$. Interconnection Customer’s estimated tax liability in the event taxes are imposed shall be stated in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

5.17.5 Private Letter Ruling or Change or Clarification of Law. At the Interconnection Customer’s request and expense, the Participating TO shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by the Interconnection Customer to the Participating TO under this LGIA are subject to federal income taxation. The Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of the Interconnection Customer’s knowledge. The Participating TO and Interconnection Customer shall cooperate in good faith with respect to the submission of such request, provided, however, the Interconnection Customer and the Participating TO explicitly acknowledge (and nothing herein is intended to alter) Participating TO’s obligation under law to certify that the facts presented in the ruling request are true, correct and complete.

The Participating TO shall keep the Interconnection Customer fully informed of the status of such request for a private letter ruling and shall

execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes the Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. The Participating TO shall allow the Interconnection Customer to attend all meetings with IRS officials about the request and shall permit the Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

5.17.6 Subsequent Taxable Events. If, within 10 years from the date on which the relevant Participating TO's Interconnection Facilities are placed in service, (i) the Interconnection Customer Breaches the covenants contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this LGIA terminates and the Participating TO retains ownership of the Interconnection Facilities and Network Upgrades, the Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on the Participating TO, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

5.17.7 Contests. In the event any Governmental Authority determines that the Participating TO's receipt of payments or property constitutes income that is subject to taxation, the Participating TO shall notify the Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by the Interconnection Customer and at the Interconnection Customer's sole expense, the Participating TO may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon the Interconnection Customer's written request and sole expense, the Participating TO may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. The Participating TO reserve the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but the Participating TO shall keep the Interconnection Customer informed, shall consider in good faith suggestions from the Interconnection Customer about the conduct of the contest, and shall reasonably permit the Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

The Interconnection Customer shall pay to the Participating TO on a periodic basis, as invoiced by the Participating TO, the Participating TO's documented reasonable costs of prosecuting such appeal, protest, abatement or other contest, including any costs associated with obtaining the opinion of independent tax counsel described in this Article 5.17.7. The Participating TO may abandon any contest if the Interconnection

Customer fails to provide payment to the Participating TO within thirty (30) Calendar Days of receiving such invoice.

At any time during the contest, the Participating TO may agree to a settlement either with the Interconnection Customer's consent or, if such consent is refused, after obtaining written advice from independent nationally-recognized tax counsel, selected by the Participating TO, but reasonably acceptable to the Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. The Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by the Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally-recognized tax counsel selected under the terms of the preceding paragraph. The settlement amount shall be calculated on a fully grossed-up basis to cover any related cost consequences of the current tax liability. The Participating TO may also settle any tax controversy without receiving the Interconnection Customer's consent or any such written advice; however, any such settlement will relieve the Interconnection Customer from any obligation to indemnify the Participating TO for the tax at issue in the contest (unless the failure to obtain written advice is attributable to the Interconnection Customer's unreasonable refusal to the appointment of independent tax counsel).

5.17.8 Refund. In the event that (a) a private letter ruling is issued to the Participating TO which holds that any amount paid or the value of any property transferred by the Interconnection Customer to the Participating TO under the terms of this LGIA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to the Participating TO in good faith that any amount paid or the value of any property transferred by the Interconnection Customer to the Participating TO under the terms of this LGIA is not taxable to the Participating TO, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by the Interconnection Customer to the Participating TO are not subject to federal income tax, or (d) if the Participating TO receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by the Interconnection Customer to the Participating TO pursuant to this LGIA, the Participating TO shall promptly refund to the Interconnection Customer the following:

(i) any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,

(ii) interest on any amounts paid by the Interconnection Customer to the Participating TO for such taxes which the Participating TO did not submit to the taxing authority, calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date payment was made by the Interconnection Customer to the date the Participating TO refunds such payment to the Interconnection Customer, and

(iii) with respect to any such taxes paid by the Participating TO, any refund or credit the Participating TO receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to the Participating TO for such overpayment of taxes (including any reduction in interest otherwise payable by the Participating TO to any Governmental Authority resulting from an offset or credit); provided, however, that the Participating TO will remit such amount promptly to the Interconnection Customer only after and to the extent that the Participating TO has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to the Participating TO's Interconnection Facilities.

The intent of this provision is to leave the Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities and Network Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

5.17.9 Taxes Other Than Income Taxes. Upon the timely request by the Interconnection Customer, and at the Interconnection Customer's sole expense, the CAISO or Participating TO may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against the CAISO or Participating TO for which the Interconnection Customer may be required to reimburse the CAISO or Participating TO under the terms of this LGIA. The Interconnection Customer shall pay to the Participating TO on a periodic basis, as invoiced by the Participating TO, the Participating TO's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. The Interconnection Customer, the CAISO, and the Participating TO shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by the Interconnection Customer to the CAISO or Participating TO for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, the Interconnection Customer will be responsible for all taxes, interest and

penalties, other than penalties attributable to any delay caused by the Participating TO.

5.18 Tax Status. Each Party shall cooperate with the others to maintain the other Parties' tax status. Nothing in this LGIA is intended to adversely affect the CAISO's or any Participating TO's tax exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

5.19 Modification.

5.19.1 General. The Interconnection Customer or the Participating TO may undertake modifications to its facilities, subject to the provisions of this LGIA and the CAISO Tariff. If a Party plans to undertake a modification that reasonably may be expected to affect the other Parties' facilities, that Party shall provide to the other Parties sufficient information regarding such modification so that the other Parties may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Large Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Parties at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

In the case of Large Generating Facility modifications that do not require the Interconnection Customer to submit an Interconnection Request, the CAISO or Participating TO shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the CAISO Controlled Grid, Participating TO's Interconnection Facilities, Network Upgrades or Distribution Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof. The Participating TO and the CAISO shall determine if a Large Generating Facility modification is a Material Modification in accordance with the GIP.

5.19.2 Standards. Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this LGIA and Good Utility Practice.

5.19.3 Modification Costs. The Interconnection Customer shall not be directly assigned the costs of any additions, modifications, or replacements that the Participating TO makes to the Participating TO's Interconnection Facilities or the Participating TO's Transmission System to facilitate the

interconnection of a third party to the Participating TO's Interconnection Facilities or the Participating TO's Transmission System, or to provide transmission service to a third party under the CAISO Tariff. The Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to the Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

5.19.4 Permitted Reductions in output capacity (MW generating capacity) of the Generating Facility. An Interconnection Customer may reduce the MW capacity of the Generating Facility by up to five percent (5%) for any reason, during the time period between the Effective Date of this LGIA and the Commercial Operation Date. The five percent (5%) value shall be established by reference to the MW generating capacity as set forth in the "Interconnection Customer's Data Form To Be Provided by the Interconnection Customer Prior to Commencement of the Phase II Interconnection Study" (Appendix B to Appendix 3 of the GIP).

The CAISO (in consultation with the applicable Participating TO(s)) will consider an Interconnection Customer's request for a reduction in the MW generating capacity greater than five percent (5%) under limited conditions where the Interconnection Customer reasonably demonstrates to the Participating TO and CAISO that the MW generation capacity reduction is warranted due to reasons beyond the control of the Interconnection Customer. Reasons beyond the control of the Interconnection Customer shall consist of any one or more of the following:

- (i) the Interconnection Customer's failure to secure required permits and other governmental approvals to construct the Generating Facility at its total MW generating capacity as specified in its Interconnection Request after the Interconnection Customer has made diligent effort to secure such permits or approvals;
- (ii) the Interconnection Customer's receipt of a written statement from the permitting or approval authority (such as a draft environmental impact report) indicating that construction of a Generating Facility of the total MW generating capacity size specified in the Interconnection Request will likely result in disapproval due to a significant environmental or other impact that cannot be mitigated;
- (iii) failure to obtain the legal right of use of the full site acreage necessary to construct and/or operate the total MW generating capacity size for the entire Generating Facility, after the Interconnection Customer has made a diligent attempt to secure such legal right of use. This subsection (iii) applies only where an

Interconnection Customer has previously demonstrated and maintained its demonstration of Site Exclusivity prior to invoking this subsection as a reason for downsizing.

If relying on subsections (i) or (ii) above, in order to be eligible for a capacity reduction greater than five percent (5%), the Interconnection Customer must also demonstrate to the CAISO that a reduction of MW generating capacity of the Generating Facility to the reduced size that the Interconnection Customer proposes will likely overcome the objections of the permitting/approving authority or otherwise cause the permitting/approving authority to grant the permit or approval. The Interconnection Customer may satisfy this demonstration requirement by submitting to the CAISO either a writing from the permitting/approving authority to this effect or other evidence of a commitment by the permitting/approving authority that the MW capacity reduction will remove the objections of the authority to the permit/approval application.

If relying on subsection (iii) above, the Interconnection Customer must also reasonably demonstrate to the CAISO that the proposed reduced-capacity Generating Facility can be constructed on the site over which the Interconnection Customer has been able to obtain legal rights of use.

Upon such demonstration to the reasonable satisfaction of the CAISO (after consultation with the applicable Participating TO) the CAISO will permit such reduction. No permitted reduction of MW generation capacity under this Article shall operate to diminish the Interconnection Customer's cost responsibility for Network Upgrades or to diminish the Interconnection Customer's right to repayment for financing of Network Upgrades under this LGIA.

ARTICLE 6. TESTING AND INSPECTION

- 6.1 Pre-Commercial Operation Date Testing and Modifications.** Prior to the Commercial Operation Date, the Participating TO shall test the Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades and the Interconnection Customer shall test the Large Generating Facility and the Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. The Interconnection Customer shall bear the cost of all such testing and modifications. The Interconnection Customer shall not commence initial parallel operation of an Electric Generating Unit with the Participating TO's Transmission System until the Participating TO provides prior written approval, which approval shall not be unreasonably withheld, for operation of such Electric Generating Unit. The Interconnection Customer shall

generate test energy at the Large Generating Facility only if it has arranged for the delivery of such test energy.

- 6.2 Post-Commercial Operation Date Testing and Modifications.** Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Large Generating Facility with the Participating TO's Transmission System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.
- 6.3 Right to Observe Testing.** Each Party shall notify the other Parties at least fourteen (14) Calendar Days in advance of its performance of tests of its Interconnection Facilities or Generating Facility. The other Parties have the right, at their own expense, to observe such testing.
- 6.4 Right to Inspect.** Each Party shall have the right, but shall have no obligation to: (i) observe another Party's tests and/or inspection of any of its System Protection Facilities and other protective equipment, including Power System Stabilizers; (ii) review the settings of another Party's System Protection Facilities and other protective equipment; and (iii) review another Party's maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. A Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Party. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated pursuant to Article 22 of this LGIA.

ARTICLE 7. METERING

- 7.1 General.** Each Party shall comply with any Applicable Reliability Standards and the Applicable Reliability Council requirements. The Interconnection Customer and CAISO shall comply with the provisions of the CAISO Tariff regarding metering, including Section 10 of the CAISO Tariff. Unless otherwise agreed by the Participating TO and the Interconnection Customer, the Participating TO may install additional Metering Equipment at the Point of Interconnection prior to any operation of any Electric Generating Unit and shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Large Generating Facility shall be measured at or, at the CAISO's or Participating TO's option for its respective Metering Equipment, compensated to, the Point of Interconnection. The CAISO shall provide metering quantities to the

Interconnection Customer upon request in accordance with the CAISO Tariff by directly polling the CAISO's meter data acquisition system. The Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment.

- 7.2 Check Meters.** The Interconnection Customer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check the CAISO-pollled meters or the Participating TO's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this LGIA, except in the case that no other means are available on a temporary basis at the option of the CAISO or the Participating TO. The check meters shall be subject at all reasonable times to inspection and examination by the CAISO or Participating TO or their designees. The installation, operation and maintenance thereof shall be performed entirely by the Interconnection Customer in accordance with Good Utility Practice.
- 7.3 Participating TO Retail Metering.** The Participating TO may install retail revenue quality meters and associated equipment, pursuant to the Participating TO's applicable retail tariffs.

ARTICLE 8. COMMUNICATIONS

- 8.1 Interconnection Customer Obligations.** The Interconnection Customer shall maintain satisfactory operating communications with the CAISO in accordance with the provisions of the CAISO Tariff and with the Participating TO's dispatcher or representative designated by the Participating TO. The Interconnection Customer shall provide standard voice line, dedicated voice line and facsimile communications at its Large Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. The Interconnection Customer shall also provide the dedicated data circuit(s) necessary to provide Interconnection Customer data to the CAISO and Participating TO as set forth in Appendix D, Security Arrangements Details. The data circuit(s) shall extend from the Large Generating Facility to the location(s) specified by the CAISO and Participating TO. Any required maintenance of such communications equipment shall be performed by the Interconnection Customer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data.
- 8.2 Remote Terminal Unit.** Prior to the Initial Synchronization Date of each Electric Generating Unit, a Remote Terminal Unit, or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed by the Interconnection Customer, or by the Participating TO at the Interconnection

Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by the CAISO and by the Participating TO through use of a dedicated point-to-point data circuit(s) as indicated in Article 8.1.

Telemetry to the CAISO shall be provided in accordance with the CAISO's technical standards for direct telemetry. For telemetry to the Participating TO, the communication protocol for the data circuit(s) shall be specified by the Participating TO. Instantaneous bi-directional real power and reactive power flow and any other required information must be telemetered directly to the location(s) specified by the Participating TO.

Each Party will promptly advise the other Parties if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by another Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

- 8.3 No Annexation.** Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

ARTICLE 9. OPERATIONS

- 9.1 General.** Each Party shall comply with Applicable Reliability Standards and the Applicable Reliability Council requirements. Each Party shall provide to the other Party all information that may reasonably be required by the other Party to comply with Applicable Laws and Regulations and Applicable Reliability Standards.
- 9.2 Balancing Authority Area Notification.** At least three months before Initial Synchronization Date, the Interconnection Customer shall notify the CAISO and Participating TO in writing of the Balancing Authority Area in which the Large Generating Facility intends to be located. If the Interconnection Customer intends to locate the Large Generating Facility in a Balancing Authority Area other than the Balancing Authority Area within whose electrically metered boundaries the Large Generating Facility is located, and if permitted to do so by the relevant transmission tariffs, all necessary arrangements, including but not limited to those set forth in Article 7 and Article 8 of this LGIA, and remote Balancing Authority Area generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Large Generating Facility in the other Balancing Authority Area.

- 9.3 CAISO and Participating TO Obligations.** The CAISO and Participating TO shall cause the Participating TO's Transmission System to be operated and controlled in a safe and reliable manner and in accordance with this LGIA. The Participating TO at the Interconnection Customer's expense shall cause the Participating TO's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this LGIA. The CAISO and Participating TO may provide operating instructions to the Interconnection Customer consistent with this LGIA and Participating TO and CAISO operating protocols and procedures as they may change from time to time. The Participating TO and CAISO will consider changes to their operating protocols and procedures proposed by the Interconnection Customer.
- 9.4 Interconnection Customer Obligations.** The Interconnection Customer shall at its own expense operate, maintain and control the Large Generating Facility and the Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA. The Interconnection Customer shall operate the Large Generating Facility and the Interconnection Customer's Interconnection Facilities in accordance with all applicable requirements of the Balancing Authority Area of which it is part, including such requirements as set forth in Appendix C, Interconnection Details, of this LGIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. A Party may request that another Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this LGIA. The Interconnection Customer shall not commence Commercial Operation of an Electric Generating Unit with the Participating TO's Transmission System until the Participating TO provides prior written approval, which approval shall not be unreasonably withheld, for operation of such Electric Generating Unit.
- 9.5 Start-Up and Synchronization.** Consistent with the Parties' mutually acceptable procedures, the Interconnection Customer is responsible for the proper synchronization of each Electric Generating Unit to the CAISO Controlled Grid.
- 9.6 Reactive Power.**

9.6.1 Power Factor Design Criteria. For all Generating Facilities other than Asynchronous Generating Facilities, the Interconnection Customer shall design the Large Generating Facility to maintain a composite power delivery at continuous rated power output at the terminals of the Electric Generating Unit at a power factor within the range of 0.95 leading to 0.90 lagging, unless the CAISO has established different requirements that apply to all generators in the Balancing Authority Area on a comparable basis. For Asynchronous Generating Facilities, the Interconnection Customer shall design the Large Generating Facility to maintain power factor criteria in accordance with Appendix H of this LGIA.

9.6.2 Voltage Schedules. Once the Interconnection Customer has synchronized an Electric Generating Unit with the CAISO Controlled Grid, the CAISO or Participating TO shall require the Interconnection Customer to maintain a voltage schedule by operating the Electric Generating Unit to produce or absorb reactive power within the design limitations of the Electric Generating Unit set forth in Article 9.6.1 (Power Factor Design Criteria). CAISO's voltage schedules shall treat all sources of reactive power in the Balancing Authority Area in an equitable and not unduly discriminatory manner. The Participating TO shall exercise Reasonable Efforts to provide the Interconnection Customer with such schedules at least one (1) day in advance, and the CAISO or Participating TO may make changes to such schedules as necessary to maintain the reliability of the CAISO Controlled Grid or the Participating TO's electric system. The Interconnection Customer shall operate the Electric Generating Unit to maintain the specified output voltage or power factor within the design limitations of the Electric Generating Unit set forth in Article 9.6.1 (Power Factor Design Criteria), and as may be required by the CAISO to operate the Electric Generating Unit at a specific voltage schedule within the design limitations set forth in Article 9.6.1. If the Interconnection Customer is unable to maintain the specified voltage or power factor, it shall promptly notify the CAISO and the Participating TO.

9.6.2.1 Governors and Regulators. Whenever an Electric Generating Unit is operated in parallel with the CAISO Controlled Grid and the speed governors (if installed on the Electric Generating Unit pursuant to Good Utility Practice) and voltage regulators are capable of operation, the Interconnection Customer shall operate the Electric Generating Unit with its speed governors and voltage regulators in automatic operation. If the Electric Generating Unit's speed governors and voltage regulators are not capable of such automatic operation, the Interconnection Customer shall immediately notify the CAISO and the Participating TO and ensure that the Electric Generating Unit operates as specified in Article 9.6.2 through manual operation and that such Electric Generating Unit's reactive power production or absorption

(measured in MVARs) are within the design capability of the Electric Generating Unit(s) and steady state stability limits. The Interconnection Customer shall restore the speed governors and voltage regulators to automatic operation as soon as possible. If the Large Generating Facility's speed governors and voltage regulators are improperly tuned or malfunctioning, the CAISO shall have the right to order the reduction in output or disconnection of the Large Generating Facility if the reliability of the CAISO Controlled Grid would be adversely affected. The Interconnection Customer shall not cause its Large Generating Facility to disconnect automatically or instantaneously from the CAISO Controlled Grid or trip any Electric Generating Unit comprising the Large Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as applied to other generators in the Balancing Authority Area on a comparable basis.

9.6.3 Payment for Reactive Power. CAISO is required to pay the Interconnection Customer for reactive power that Interconnection Customer provides or absorbs from an Electric Generating Unit when the CAISO requests the Interconnection Customer to operate its Electric Generating Unit outside the range specified in Article 9.6.1, provided that if the CAISO pays other generators for reactive power service within the specified range, it must also pay the Interconnection Customer. Payments shall be pursuant to Article 11.6 or such other agreement to which the CAISO and Interconnection Customer have otherwise agreed.

9.7 Outages and Interruptions.

9.7.1 Outages.

9.7.1.1 Outage Authority and Coordination. Each Party may in accordance with Good Utility Practice in coordination with the other Parties remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact another Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency Condition, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to all Parties. In all circumstances any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Parties of such removal.

9.7.1.2 Outage Schedules. The CAISO shall post scheduled outages of CAISO Controlled Grid facilities in accordance with the provisions of the CAISO Tariff. The Interconnection Customer shall submit its planned maintenance schedules for the Large Generating Facility to the CAISO in accordance with the CAISO Tariff. The Interconnection Customer shall update its planned maintenance schedules in accordance with the CAISO Tariff. The CAISO may request the Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the CAISO Controlled Grid in accordance with the CAISO Tariff. Such planned maintenance schedules and updates and changes to such schedules shall be provided by the Interconnection Customer to the Participating TO concurrently with their submittal to the CAISO. The CAISO shall compensate the Interconnection Customer for any additional direct costs that the Interconnection Customer incurs as a result of having to reschedule maintenance in accordance with the CAISO Tariff. The Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, the Interconnection Customer had modified its schedule of maintenance activities.

9.7.1.3 Outage Restoration. If an outage on a Party's Interconnection Facilities or Network Upgrades adversely affects another Party's operations or facilities, the Party that owns or controls the facility that is out of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall provide the other Parties, to the extent such information is known, information on the nature of the Emergency Condition, if the outage is caused by an Emergency Condition, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice explaining the nature of the outage, if requested by a Party, which may be provided by e-mail or facsimile.

9.7.2 Interruption of Service. If required by Good Utility Practice to do so, the CAISO or the Participating TO may require the Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect the CAISO's or the Participating TO's ability to perform such activities as are necessary to safely and reliably operate and maintain the Participating TO's electric system or the CAISO Controlled Grid. The following provisions shall apply to any interruption or reduction permitted under this Article 9.7.2:

9.7.2.1 The interruption or reduction shall continue only for so long as reasonably necessary under Good Utility Practice;

9.7.2.2 Any such interruption or reduction shall be made on an equitable, non-discriminatory basis with respect to all generating facilities directly connected to the CAISO Controlled Grid, subject to any conditions specified in this LGIA;

9.7.2.3 When the interruption or reduction must be made under circumstances which do not allow for advance notice, the CAISO or Participating TO, as applicable, shall notify the Interconnection Customer by telephone as soon as practicable of the reasons for the curtailment, interruption, or reduction, and, if known, its expected duration. Telephone notification shall be followed by written notification, if requested by the Interconnection Customer, as soon as practicable;

9.7.2.4 Except during the existence of an Emergency Condition, the CAISO or Participating TO shall notify the Interconnection Customer in advance regarding the timing of such interruption or reduction and further notify the Interconnection Customer of the expected duration. The CAISO or Participating TO shall coordinate with the Interconnection Customer using Good Utility Practice to schedule the interruption or reduction during periods of least impact to the Interconnection Customer, the CAISO, and the Participating TO;

9.7.2.5 The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Large Generating Facility, Interconnection Facilities, the Participating TO's Transmission System, and the CAISO Controlled Grid to their normal operating state, consistent with system conditions and Good Utility Practice.

9.7.3 Under-Frequency and Over Frequency Conditions. The CAISO Controlled Grid is designed to automatically activate a load-shed program as required by Applicable Reliability Standards and the Applicable Reliability Council in the event of an under-frequency system disturbance. The Interconnection Customer shall implement under-frequency and over-frequency protection set points for the Large Generating Facility as required by Applicable Reliability Standards and the Applicable Reliability Council to ensure "ride through" capability. Large Generating Facility response to frequency deviations of pre-determined magnitudes, both under-frequency and over-frequency deviations, shall be studied and coordinated with the Participating TO and CAISO in accordance with Good Utility Practice. The term "ride through" as used herein shall mean

the ability of a Generating Facility to stay connected to and synchronized with the CAISO Controlled Grid during system disturbances within a range of under-frequency and over-frequency conditions, in accordance with Good Utility Practice. Asynchronous Generating Facilities shall be subject to frequency ride through capability requirements in accordance with Appendix H to this LGIA.

9.7.4 System Protection and Other Control Requirements.

9.7.4.1 System Protection Facilities. The Interconnection Customer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Large Generating Facility or the Interconnection Customer's Interconnection Facilities. The Participating TO shall install at the Interconnection Customer's expense any System Protection Facilities that may be required on the Participating TO's Interconnection Facilities or the Participating TO's Transmission System as a result of the interconnection of the Large Generating Facility and the Interconnection Customer's Interconnection Facilities.

9.7.4.2 The Participating TO's and Interconnection Customer's protection facilities shall be designed and coordinated with other systems in accordance with Applicable Reliability Standards, Applicable Reliability Council criteria, and Good Utility Practice.

9.7.4.3 The Participating TO and Interconnection Customer shall each be responsible for protection of its facilities consistent with Good Utility Practice.

9.7.4.4 The Participating TO's and Interconnection Customer's protective relay design shall incorporate the necessary test switches to perform the tests required in Article 6. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of the Interconnection Customer's Electric Generating Units.

9.7.4.5 The Participating TO and Interconnection Customer will test, operate and maintain System Protection Facilities in accordance with Good Utility Practice and, if applicable, the requirements of the Participating TO's Interconnection Handbook.

9.7.4.6 Prior to the in-service date, and again prior to the Commercial Operation Date, the Participating TO and Interconnection Customer or their agents shall perform a complete

calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice, the standards and procedures of the Participating TO, including, if applicable, the requirements of the Participating TO's Interconnection Handbook, and following any apparent malfunction of the System Protection Facilities, each Party shall perform both calibration and functional trip tests of its System Protection Facilities. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.

9.7.5 Requirements for Protection. In compliance with Good Utility Practice and, if applicable, the requirements of the Participating TO's Interconnection Handbook, the Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Large Generating Facility to any short circuit occurring on the Participating TO's Transmission System not otherwise isolated by the Participating TO's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Participating TO's Transmission System. Such protective equipment shall include, without limitation, a disconnecting device with fault current-interrupting capability located between the Large Generating Facility and the Participating TO's Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. The Interconnection Customer shall be responsible for protection of the Large Generating Facility and the Interconnection Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. The Interconnection Customer shall be solely responsible to disconnect the Large Generating Facility and the Interconnection Customer's other equipment if conditions on the CAISO Controlled Grid could adversely affect the Large Generating Facility.

9.7.6 Power Quality. Neither the Participating TO's nor the Interconnection Customer's facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, any applicable superseding electric industry standard, or any alternative Applicable Reliability Standard or Applicable Reliability Council standard. In the event of a conflict among ANSI Standard C84.1-1989, any applicable superseding electric industry standard, or any alternative Applicable Reliability Standard or Applicable Reliability Council standard, the alternative Applicable Reliability Standard or Applicable Reliability Council standard shall control.

9.8 Switching and Tagging Rules. Each Party shall provide the other Parties a copy of its switching and tagging rules that are applicable to the other Parties' activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

9.9 Use of Interconnection Facilities by Third Parties.

9.9.1 Purpose of Interconnection Facilities. Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Large Generating Facility to the Participating TO's Transmission System and shall be used for no other purpose.

9.9.2 Third Party Users. If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use the Participating TO's Interconnection Facilities, or any part thereof, the Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by the Participating TO, all third party users, and the Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Interconnection Facilities, will be allocated between the Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by the Participating TO, all third party users, and the Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to FERC for resolution.

9.10 Disturbance Analysis Data Exchange. The Parties will cooperate with one another in the analysis of disturbances to either the Large Generating Facility or the CAISO Controlled Grid by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by Good Utility Practice.

ARTICLE 10. MAINTENANCE

10.1 Participating TO Obligations. The Participating TO shall maintain the Participating TO's Transmission System and the Participating TO's

Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA.

- 10.2 Interconnection Customer Obligations.** The Interconnection Customer shall maintain the Large Generating Facility and the Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA.
- 10.3 Coordination.** The Parties shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Large Generating Facility and the Interconnection Facilities.
- 10.4 Secondary Systems.** The Participating TO and Interconnection Customer shall cooperate with the other Parties in the inspection, maintenance, and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers that directly affect the operation of a Party's facilities and equipment which may reasonably be expected to impact the other Parties. Each Party shall provide advance notice to the other Parties before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.
- 10.5 Operating and Maintenance Expenses.** Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, the Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing the Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of the Participating TO's Interconnection Facilities.

ARTICLE 11. PERFORMANCE OBLIGATION

- 11.1 Interconnection Customer's Interconnection Facilities.** The Interconnection Customer shall design, procure, construct, install, own and/or control the Interconnection Customer's Interconnection Facilities described in Appendix A at its sole expense.
- 11.2 Participating TO's Interconnection Facilities.** The Participating TO shall design, procure, construct, install, own and/or control the Participating TO's Interconnection Facilities described in Appendix A at the sole expense of the Interconnection Customer. Unless the Participating TO elects to fund the capital

for the Participating TO's Interconnection Facilities, they shall be solely funded by the Interconnection Customer.

11.3 Network Upgrades and Distribution Upgrades. The Participating TO shall design, procure, construct, install, and own the Network Upgrades and Distribution Upgrades described in Appendix A. The Interconnection Customer shall be responsible for all costs related to Distribution Upgrades. Unless the Participating TO elects to fund the capital for the Distribution Upgrades and Network Upgrades, they shall be funded by the Interconnection Customer, which, for Interconnection Customers processed under ~~the~~ Section 6 of the GIP (in Queue Clusters), shall be in an amount determined pursuant to the methodology set forth in Section 6.5 of the GIP. This specific amount is set forth in Appendix G to this LGIA.

11.4 Transmission Credits. No later than thirty (30) Calendar Days prior to the Commercial Operation Date, the Interconnection Customer may make a one-time election by written notice to the CAISO and the Participating TO to receive Congestion Revenue Rights as defined in and as available under the CAISO Tariff at the time of the election in accordance with the CAISO Tariff, in lieu of a refund of the cost of Network Upgrades in accordance with Article 11.4.1.

11.4.1 Repayment of Amounts Advanced for Network Upgrades. Upon the Commercial Operation Date, of a Generating Facility that is not a Phased Generating Facility, and the in-service date of the corresponding Network Upgrades, the Interconnection Customer shall be entitled to a repayment, equal to the total amount paid to the Participating TO for the costs of Network Upgrades for which it is responsible, as set forth in Appendix G. Such amount shall include any tax gross-up or other tax-related payments associated with Network Upgrades not refunded to the Interconnection Customer pursuant to Article 5.17.8 or otherwise, and shall be paid to the Interconnection Customer by the Participating TO on a dollar-for-dollar basis either through (1) direct payments made on a levelized basis over the five-year period commencing on the Commercial Operation Date; or (2) any alternative payment schedule that is mutually agreeable to the Interconnection Customer and Participating TO, provided that such amount is paid within five (5) years from the Commercial Operation Date. Notwithstanding the foregoing, if this LGIA terminates within five (5) years from the Commercial Operation Date, the Participating TO's obligation to pay refunds to the Interconnection Customer shall cease as of the date of termination.

11.4.1.2 Repayment of Amounts Advanced Regarding Phased Generating Facilities

Upon the Commercial Operation Date of each phase of a Phased Generating Facility, the Interconnection Customer shall be entitled to a

repayment equal to the Interconnection Customer's contribution to the cost of Network Upgrades for that completed phase for which the Interconnection Customer is responsible, as set forth in Appendix G, if all of the following conditions are satisfied:

- (a) The Generating Facility is capable of being constructed in phases;
- (b) The Generating Facility is specified in the LGIA as being constructed in phases;
- (c) The completed phase corresponds to one of the phases specified in the LGIA;
- (d) The phase has achieved Commercial Operation and the Interconnection Customer has tendered notice of the same pursuant to this LGIA;
- (e) All parties to the LGIA have confirmed that the completed phase meets the requirements set forth in this LGIA and any other operating, metering, and interconnection requirements to permit generation output of the entire capacity of the completed phase as specified in this LGIA;
- (f) The Network Upgrades necessary for the completed phase to meet the desired level of deliverability are in service; and
- (g) The Interconnection Customer has posted one hundred (100) percent of the Interconnection Financial Security required for the Network Upgrades for all the phases of the Generating Facility (or if less than one hundred (100) percent has been posted, then all required Financial Security Instruments to the date of commencement of repayment).

Upon satisfaction of these conditions (a) through (g), the Interconnection Customer shall be entitled to receive a partial repayment of its financed cost responsibility in an amount equal to the percentage of the Generating Facility declared to be in Commercial Operation multiplied by the cost of the Network Upgrades associated with the completed phase. The Interconnection Customer shall be entitled to repayment in this manner for each completed phase until the entire Generating Facility is completed.

A reduction in the electrical output (MW capacity) of the Generating Facility pursuant to LGIA Article 5.19.4 shall not diminish the Interconnection Customer's right to repayment pursuant to this LGIA Article 11.4.1. If the LGIA includes a partial termination provision and the partial termination right has been exercised with regard to a phase that

has not been built, then the Interconnection Customer's eligibility for repayment under this Article as to the remaining phases shall not be diminished. If the Interconnection Customer completes one or more phases and then breaches the LGIA, the Participating TO and the CAISO shall be entitled to offset any losses or damages resulting from the breach against any repayments made for Network Upgrades related to the completed phases.

Any repayment amount for completion of a phase shall include any tax gross-up or other tax-related payments associated with Network Upgrades not refunded to the Interconnection Customer pursuant to Article 5.17.8 or otherwise, and shall be paid to the Interconnection Customer by the Participating TO on a dollar-for-dollar basis either through (1) direct payments made on a levelized basis over the five-year period commencing on the date by which the requirements of items (a) through (g) have been fulfilled; or (2) any alternative payment schedule that is mutually agreeable to the Interconnection Customer and Participating TO, provided that such amount is paid within five (5) years from the Commercial Operation Date. Notwithstanding the foregoing, if this LGIA terminates within five (5) years from the Commercial Operation Date, the Participating TO's obligation to pay refunds to the Interconnection Customer shall cease as of the date of termination.

11.4.1.3 Interest Payments and Assignment Rights

Any phased or non-phasedAny repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment. Interest shall continue to accrue on the repayment obligation so long as this LGIA is in effect. The Interconnection Customer may assign such repayment rights to any person.

11.4.1.4 Failure to Achieve Commercial Operation

If the Large Generating Facility fails to achieve Commercial Operation, but it or another Generating Facility is later constructed and makes use of the Network Upgrades, the Participating TO shall at that time reimburse Interconnection Customer for the amounts advanced for the Network Upgrades. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the Generating Facility, if different, is responsible for identifying and demonstrating to the Participating TO the appropriate entity to which reimbursement must be made in order to implement the intent of this reimbursement obligation.

11.4.2 Special Provisions for Affected Systems. The Interconnection Customer shall enter into an agreement with the owner of the Affected System and/or other affected owners of portions of the CAISO Controlled Grid, as applicable, in accordance with the GIP. Such agreement shall specify the terms governing payments to be made by the Interconnection Customer to the owner of the Affected System and/or other affected owners of portions of the CAISO Controlled Grid as well as the repayment by the owner of the Affected System and/or other affected owners of portions of the CAISO Controlled Grid. In no event shall the Participating TO be responsible for the repayment for any facilities that are not part of the Participating TO's Transmission System. In the event the Participating TO is a joint owner with an Affected System or with any other co-owner of a facility affected by the Large Generating Facility, the Participating TO's obligation to reimburse the Interconnection Customer for payments made to address the impacts of the Large Generating Facility on the system shall not exceed the proportionate amount of the cost of any upgrades attributable to the proportion of the jointly-owned facility owned by the Participating TO.

11.4.3 Notwithstanding any other provision of this LGIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, Congestion Revenue Rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements, merchant transmission Congestion Revenue Rights in accordance with Section 36.11 of the CAISO Tariff, or transmission credits for transmission service that is not associated with the Large Generating Facility.

11.5 Provision of Interconnection Financial Security. The Interconnection Customer is obligated to provide all necessary Interconnection Financial Security required under Section 9 of the GIP in a manner acceptable under Section 9 of the GIP. Failure by the Interconnection Customer to timely satisfy the GIP's requirements for the provision of Interconnection Financial Security shall be deemed a Breach of this [aA](#)greement and a condition of Default of this [aA](#)greement.

11.5.1 Notwithstanding any other provision in this [aA](#)greement for notice of Default and opportunity to cure such Default, the CAISO or the Participating TO shall provide [the](#) Interconnection Customer with written notice of any Default due to timely failure to post Financial Security, and the Interconnection Customer shall have five (5) Business Days from the date of such notice to cure such Default by posting the required

~~Interconnection~~ Financial Security. If the Interconnection Customer fails to cure the Default, then this Agreement shall be deemed terminated.

11.6 Interconnection Customer Compensation. If the CAISO requests or directs the Interconnection Customer to provide a service pursuant to Articles 9.6.3 (Payment for Reactive Power) or 13.5.1 of this LGIA, the CAISO shall compensate the Interconnection Customer in accordance with the CAISO Tariff.

11.6.1 Interconnection Customer Compensation for Actions During Emergency Condition. The CAISO shall compensate the Interconnection Customer in accordance with the CAISO Tariff for its provision of real and reactive power and other Emergency Condition services that the Interconnection Customer provides to support the CAISO Controlled Grid during an Emergency Condition in accordance with Article 11.6.

ARTICLE 12. INVOICE

12.1 General. The Participating TO shall submit to the Interconnection Customer, on a monthly basis, invoices of amounts due pursuant to this LGIA for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this LGIA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party. Notwithstanding the foregoing, any invoices between the CAISO and another Party shall be submitted and paid in accordance with the CAISO Tariff.

12.2 Final Invoice. As soon as reasonably practicable, but within twelve months after completion of the construction of the Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades, the Participating TO shall provide an invoice of the final cost of the construction of the Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades, 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. With respect to costs associated with the Participating TO's Interconnection Facilities and Distribution Upgrades, the Participating TO shall refund to the Interconnection Customer any amount by which the actual payment by the Interconnection Customer for estimated costs 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 actual payment for estimated costs, then the Interconnection Customer shall pay to the Participating TO any amount by which the actual costs of construction exceed the actual

payment by the Interconnection Customer for estimated costs within thirty (30) Calendar Days of the issuance of such final construction invoice. With respect to costs associated with Network Upgrades, the Participating TO shall refund to the Interconnection Customer any amount by which the actual payment by the Interconnection Customer for estimated costs exceeds the actual costs of construction multiplied by the Interconnection Customer's percentage share of those costs, as set forth in Appendix G to this LGIA within thirty (30) Calendar Days of the issuance of such final construction invoice. In the event the actual costs of construction multiplied by the Interconnection Customer's percentage share of those costs exceed the Interconnection Customer's actual payment for estimated costs, then the Participating TO shall recover such difference through its transmission service rates.

12.3 Payment. Invoices shall be rendered to the Interconnection Customer at the address specified in Appendix F. The Interconnection Customer shall pay, or Participating TO shall refund, the amounts due within thirty (30) Calendar Days of the Interconnection Customer's receipt of the invoice. All payments shall be made in immediately available funds payable to the Interconnection Customer or Participating TO, or by wire transfer to a bank named and account designated by the invoicing Interconnection Customer or Participating TO. Payment of invoices by any Party will not constitute a waiver of any rights or claims any Party may have under this LGIA.

12.4 Disputes. In the event of a billing dispute between the Interconnection Customer and the Participating TO, the Participating TO and the CAISO shall continue to provide Interconnection Service under this LGIA as long as the Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to the Participating TO or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If the Interconnection Customer fails to meet these two requirements for continuation of service, then the Participating TO may provide notice to the Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with interest calculated in accordance with the methodology set forth in FERC's Regulations at 18 C.F.R. § 35.19a(a)(2)(iii). Notwithstanding the foregoing, any billing dispute between the CAISO and another Party shall be resolved in accordance with the provisions of Article 27 of this LGIA.

ARTICLE 13. EMERGENCIES

13.1 [Reserved]

13.2 Obligations. Each Party shall comply with the Emergency Condition procedures of the CAISO, NERC, the Applicable Reliability Council, Applicable Reliability

Standards, Applicable Laws and Regulations, and any emergency procedures set forth in this LGIA.

13.3 Notice. The Participating TO or the CAISO shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that affects the Participating TO's Interconnection Facilities or Distribution System or the CAISO Controlled Grid, respectively, that may reasonably be expected to affect the Interconnection Customer's operation of the Large Generating Facility or the Interconnection Customer's Interconnection Facilities. The Interconnection Customer shall notify the Participating TO and the CAISO promptly when it becomes aware of an Emergency Condition that affects the Large Generating Facility or the Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the CAISO Controlled Grid or the Participating TO's Interconnection Facilities. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of the Interconnection Customer's or Participating TO's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice, if requested by a Party, which may be provided by electronic mail or facsimile, or in the case of the CAISO may be publicly posted on the CAISO's internet web site.

13.4 Immediate Action. Unless, in the Interconnection Customer's reasonable judgment, immediate action is required, the Interconnection Customer shall obtain the consent of the CAISO and the Participating TO, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Large Generating Facility or the Interconnection Customer's Interconnection Facilities in response to an Emergency Condition declared by the Participating TO or CAISO or in response to any other emergency condition.

13.5 CAISO and Participating TO Authority.

13.5.1 General. The CAISO and Participating TO may take whatever actions or inactions, including issuance of dispatch instructions, with regard to the CAISO Controlled Grid or the Participating TO's Interconnection Facilities or Distribution System they deem necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the CAISO Controlled Grid or the Participating TO's Interconnection Facilities or Distribution System, and (iii) limit or prevent damage, and (iv) expedite restoration of service.

The Participating TO and the CAISO shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Large Generating Facility or the Interconnection Customer's Interconnection Facilities. The Participating TO or the CAISO may, on the basis of technical considerations, require the Large Generating Facility to mitigate an

Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing the Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Large Generating Facility; implementing a reduction or disconnection pursuant to Article 13.5.2; directing the Interconnection Customer to assist with black start (if available) or restoration efforts; or altering the outage schedules of the Large Generating Facility and the Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of the CAISO's and Participating TO's operating instructions concerning Large Generating Facility real power and reactive power output within the manufacturer's design limitations of the Large Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

13.5.2 Reduction and Disconnection. The Participating TO or the CAISO may reduce Interconnection Service or disconnect the Large Generating Facility or the Interconnection Customer's Interconnection Facilities when such reduction or disconnection is necessary under Good Utility Practice due to Emergency Conditions. These rights are separate and distinct from any right of curtailment of the CAISO pursuant to the CAISO Tariff. When the CAISO or Participating TO can schedule the reduction or disconnection in advance, the CAISO or Participating TO shall notify the Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. The CAISO or Participating TO shall coordinate with the Interconnection Customer using Good Utility Practice to schedule the reduction or disconnection during periods of least impact to the Interconnection Customer and the CAISO and Participating TO. Any reduction or disconnection shall continue only for so long as reasonably necessary under Good Utility Practice. The Parties shall cooperate with each other to restore the Large Generating Facility, the Interconnection Facilities, and the CAISO Controlled Grid to their normal operating state as soon as practicable consistent with Good Utility Practice.

- 13.6 Interconnection Customer Authority.** Consistent with Good Utility Practice, this LGIA, and the CAISO Tariff, the Interconnection Customer may take actions or inactions with regard to the Large Generating Facility or the Interconnection Customer's Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Large Generating Facility or the Interconnection Customer's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the CAISO Controlled Grid and the Participating TO's Interconnection Facilities. The CAISO and Participating TO shall use Reasonable Efforts to assist Interconnection Customer in such actions.
- 13.7 Limited Liability.** Except as otherwise provided in Article 11.6.1 of this LGIA, no Party shall be liable to any other Party for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and is consistent with Good Utility Practice.

ARTICLE 14. REGULATORY REQUIREMENTS AND GOVERNING LAW

- 14.1 Regulatory Requirements.** Each Party's obligations under this LGIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this LGIA shall require the Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act or the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978, or the Energy Policy Act of 2005.
- 14.2 Governing Law.**
- 14.2.1** The validity, interpretation and performance of this LGIA and each of its provisions shall be governed by the laws of the state where the Point of Interconnection is located, without regard to its conflicts of law principles.
- 14.2.2** This LGIA is subject to all Applicable Laws and Regulations.
- 14.2.3** Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

ARTICLE 15. NOTICES

15.1 General. Unless otherwise provided in this LGIA, any notice, demand or request required or permitted to be given by a Party to another and any instrument required or permitted to be tendered or delivered by a Party in writing to another shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F, Addresses for Delivery of Notices and Billings.

A Party must update the information in Appendix F as information changes. A Party may change the notice information in this LGIA by giving five (5) Business Days written notice prior to the effective date of the change. Such changes shall not constitute an amendment to this LGIA.

15.2 Billings and Payments. Billings and payments shall be sent to the addresses set out in Appendix F.

15.3 Alternative Forms of Notice. Any notice or request required or permitted to be given by a Party to another and not required by this LGIA to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out in Appendix F.

15.4 Operations and Maintenance Notice. Each Party shall notify the other Parties in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

ARTICLE 16. FORCE MAJEURE

16.1 Force Majeure.

16.1.1 Economic hardship is not considered a Force Majeure event.

16.1.2 No Party shall be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not

be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

ARTICLE 17. DEFAULT

17.1 Default.

17.1.1 General. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this LGIA or the result of an act or omission of the other Party. Upon a Breach, the affected non-Breaching Party(ies) shall give written notice of such Breach to the Breaching Party. Except as provided in Articles [11.5.1 and 17.1.2](#) ~~and in Article 11.5.1~~, the Breaching Party shall have thirty (30) Calendar Days from receipt of the Default notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the Breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Default notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2 Right to Terminate. If a Breach is not cured as provided in this Article, or if a Breach is not capable of being cured within the period provided for herein, the affected non-Breaching Party(ies) shall have the right to declare a Default and terminate this LGIA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not such Party(ies) terminates this LGIA, to recover from the Breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article will survive termination of this LGIA.

ARTICLE 18. INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE

18.1 Indemnity. Each Party shall at all times indemnify, defend, and hold the other Parties harmless from, any and all Losses arising out of or resulting from another Party's action or inactions of its obligations under this LGIA on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

18.1.1 Indemnified Party. If an Indemnified Party is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such Indemnified Party may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

18.1.2 Indemnifying Party. If an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Article 18, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's actual Loss, net of any insurance or other recovery.

18.1.3 Indemnity Procedures. Promptly after receipt by an Indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Party. If the defendants in any such action include one or more Indemnified Parties and the Indemnifying Party and if the Indemnified Party reasonably concludes that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Party or Indemnified Parties having such differing or additional legal defenses.

The Indemnified Party shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Party and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Party, or there exists a conflict or adversity of interest between the Indemnified Party and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Party, and (ii) shall not settle or consent to the entry of any

judgment in any action, suit or proceeding without the consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed.

18.2 Consequential Damages. Other than the liquidated damages heretofore described in Article 5.3, in no event shall any Party be liable under any provision of this LGIA for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to another Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

18.3 Insurance. As indicated below, Each the designated Party shall, at its own expense, maintain in force throughout the periods of noted in this LGIA, and until released by the other Parties, the following minimum insurance coverages, with insurers rated no less than A- (with a minimum size rating of VII) by Bests' Insurance Guide and Key Ratings and authorized to do business in the state where the Point of Interconnection is located, except in the case of any insurance required to be carried by the CAISO, the State of California:

18.3.1 Employer's Liability and Workers' Compensation Insurance. The Participating TO and the Interconnection Customer shall maintain such coverage from the commencement of any Construction Activities providing statutory benefits for workers compensation coverage and coverage amounts of no less than One Million Dollars (\$1,000,000) for employer's liability in accordance with the laws and regulations of the state in which the Point of Interconnection is located, except in the case of the CAISO, the State of California. The Participating TO shall provide the Interconnection Customer with evidence of such insurance within thirty (30) days of any request by the Interconnection Customer. The Interconnection Customer shall provide evidence of such insurance thirty (30) days prior to entry by any employee or contractor or other person acting on the Interconnection Customer's behalf onto any construction site to perform any work related to the Interconnection Facilities or Generating Facility.

18.3.2 Commercial General Liability Insurance. The Participating TO and the Interconnection Customer shall maintain commercial general liability insurance commencing within thirty (30) days of the effective date of this LGIA, including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and

underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage. If the activities of the Interconnection Customer are being conducted through the actions of an Affiliate, then the Interconnection Customer may satisfy the insurance requirements of this Section 18.3.2 by providing evidence of insurance coverage carried by such Affiliate and showing the Participating TO as an additional insured, together with the Interconnection Customer's written representation to the Participating TO and the CAISO that the insured Affiliate is conducting all of the necessary pre-construction work. Within thirty (30) days prior to the entry of any person on behalf of the Interconnection Customer onto any construction site to perform work related to the Interconnection Facilities or Generating Facility, the Interconnection Customer shall replace any evidence of Affiliate Insurance with evidence of such insurance carried by the Interconnection Customer, naming the Participating TO as additional insured.

18.3.3 Business Automobile Liability Insurance. for Prior to the entry of any such vehicles on any construction site in connection with work done by or on behalf of the Interconnection Customer, the Interconnection Customer shall provide evidence of coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage. Upon the request of the Participating TO, the Interconnection Customer shall name the Participating TO as an additional insured on any such policies.

18.3.4 Excess Public Liability Insurance. Commencing at the time of entry of any person on its behalf upon any construction site for the Network Upgrades, Interconnection Facilities, or Generating Facility, the Participating TO and the Interconnection Customer shall maintain excess public liability insurance over and above the Employer's Liability Commercial General Liability and Business Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars (\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate. Such insurance carried by the Participating TO shall name the Interconnection Customer as an additional insured, and such insurance carried by the Interconnection Customer shall name the Participating TO as an additional insured.

18.3.5 The Commercial General Liability Insurance, Business Automobile Insurance and Excess Public Liability Insurance policies shall name the other Parties identified in the sections above, their parents, associated

and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this LGIA against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group ~~prior to anniversary date~~ of cancellation ~~or any material change~~ in coverage or condition. If any Party can reasonably demonstrate that coverage policies containing provisions for insurer waiver of subrogation rights, or advance written notice are not commercially available, then the Parties shall meet and confer and mutually determine to (i) establish replacement or equivalent terms in lieu of subrogation or notice or (ii) waive the requirements that coverage(s) include such subrogation provision or require advance written notice from such insurers.

- 18.3.6** The Commercial General Liability Insurance, Business Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.
- 18.3.7** The Commercial General Liability Insurance, Business Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this LGIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.
- 18.3.8** The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this LGIA.
- 18.3.9** Within ten (10) Calendar Days following execution of this LGIA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) Calendar Days thereafter, each Party shall provide certification of all insurance required in this LGIA, executed by each insurer or by an authorized representative of each insurer.

- 18.3.10** Notwithstanding the foregoing, each Party may self-insure
- a) to meet the insurance requirements of Article 18.3.1, to the extent that it maintains a self-insurance program that is a qualified self insurer within the state in which the Point of Interconnection is located, under the laws and regulations of such state; and
- b) to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program; provided that, such Party's senior unsecured debt or issuer rating is BBB-, or better, as rated by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's senior unsecured debt rating and issuer rating are both unrated by Standard & Poor's or are both rated at less than BBB- by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this Article 18.3.10, it shall notify the other Parties that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

- 18.3.11** The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this LGIA.

ARTICLE 19. ASSIGNMENT

- 19.1 Assignment.** This LGIA may be assigned by a Party only with the written consent of the other Parties; provided that a Party may assign this LGIA without the consent of the other Parties to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this LGIA; and provided further that the Interconnection Customer shall have the right to assign this LGIA, without the consent of the CAISO or Participating TO, for collateral security purposes to aid in providing financing for the Large Generating Facility, provided that the Interconnection Customer will promptly notify the CAISO and Participating TO of any such assignment. Any financing arrangement entered into by the Interconnection Customer pursuant to this Article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the CAISO and Participating TO of the date and particulars of any such exercise of assignment right(s), including providing the CAISO and Participating TO with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this Article is void and ineffective. Any assignment under this LGIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by

reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

ARTICLE 20. SEVERABILITY

- 20.1 Severability.** If any provision in this LGIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this LGIA; provided that if the Interconnection Customer (or any third party, but only if such third party is not acting at the direction of the Participating TO or CAISO) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of the provisions of Article 5.1.2 or 5.1.4 shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

ARTICLE 21. COMPARABILITY

- 21.1 Comparability.** The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

ARTICLE 22. CONFIDENTIALITY

- 22.1 Confidentiality.** Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by any of the Parties to the other Parties prior to the execution of this LGIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Parties receiving the information that the information is confidential.

If requested by any Party, the other Parties shall provide in writing, the basis for asserting that the information referred to in this Article 22 warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

- 22.1.1 Term.** During the term of this LGIA, and for a period of three (3) years after the expiration or termination of this LGIA, except as otherwise provided in this Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

22.1.2 Scope. Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this LGIA; or (6) is required, in accordance with Article 22.1.7 of this LGIA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this LGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Parties that it no longer is confidential.

22.1.3 Release of Confidential Information. No Party shall release or disclose Confidential Information to any other person, except to its employees, consultants, Affiliates (limited by the Standards of Conduct requirements set forth in Part 358 of FERC's Regulations, 18 C.F.R. 358), subcontractors, or to parties who may be or considering providing financing to or equity participation with the Interconnection Customer, or to potential purchasers or assignees of the Interconnection Customer, on a need-to-know basis in connection with this LGIA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

22.1.4 Rights. Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Parties. The disclosure by each Party to the other Parties of Confidential Information shall not be deemed a waiver by a Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

22.1.5 No Warranties. The mere fact that a Party has provided Confidential Information does not constitute a warranty or representation as to its accuracy or completeness. In addition, by supplying Confidential Information, no Party obligates itself to provide any particular information or Confidential Information to the other Parties nor to enter into any further agreements or proceed with any other relationship or joint venture.

22.1.6 Standard of Care. Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Parties under this LGIA or its regulatory requirements.

22.1.7 Order of Disclosure. If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires any Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Parties with prompt notice of such request(s) or requirement(s) so that the other Parties may seek an appropriate protective order or waive compliance with the terms of this LGIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

22.1.8 Termination of Agreement. Upon termination of this LGIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from another Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the other Party) or return to the other Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party.

22.1.9 Remedies. The Parties agree that monetary damages would be inadequate to compensate a Party for another Party's Breach of its obligations under this Article 22. Each Party accordingly agrees that the other Parties shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

22.1.10 Disclosure to FERC, its Staff, or a State. Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 C.F.R. section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this LGIA, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 C.F.R. section 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Parties to this LGIA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Parties to the LGIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time any of the Parties may respond before such information would be made public, pursuant to 18 C.F.R. section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

22.1.11 Subject to the exception in Article 22.1.10, Confidential Information shall not be disclosed by the other Parties to any person not employed or retained by the other Parties, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Parties, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this LGIA or as a transmission service provider or a Balancing Authority including disclosing the Confidential Information to an RTO or ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Parties in writing of the information it claims is confidential. Prior to any disclosures of another Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

ARTICLE 23. ENVIRONMENTAL RELEASES

23.1 Each Party shall notify the other Parties, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Large Generating

Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Parties. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Parties copies of any publicly available reports filed with any Governmental Authorities addressing such events.

ARTICLE 24. INFORMATION REQUIREMENTS

- 24.1 Information Acquisition.** The Participating TO and the Interconnection Customer shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.
- 24.2 Information Submission by Participating TO.** The initial information submission by the Participating TO shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include the Participating TO's Transmission System information necessary to allow the Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise agreed to by the Participating TO and the Interconnection Customer. On a monthly basis the Participating TO shall provide the Interconnection Customer and the CAISO a status report on the construction and installation of the Participating TO's Interconnection Facilities and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report; (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.
- 24.3 Updated Information Submission by Interconnection Customer.** The updated information submission by the Interconnection Customer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation. The Interconnection Customer shall submit a completed copy of the Electric Generating Unit data requirements contained in Appendix 1 to the GIP. It shall also include any additional information provided to the Participating TO and the CAISO for the Interconnection Studies. Information in this submission shall be the most current Electric Generating Unit design or expected performance data. Information submitted for stability models shall be compatible with the Participating TO and CAISO standard models. If there is no compatible model, the Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If the Interconnection Customer's data is materially different from what was originally provided to the Participating TO and the CAISO for the Interconnection Studies, then the Participating TO and the CAISO will conduct appropriate

studies pursuant to the GIP to determine the impact on the Participating TO's Transmission System and affected portions of the CAISO Controlled Grid based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed and all other requirements of this LGIA are satisfied.

24.4 Information Supplementation. Prior to the Trial Operation date, the Parties shall supplement their information submissions described above in this Article 24 with any and all "as-built" Electric Generating Unit information or "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Electric Generating Unit as required by Good Utility Practice such as an open circuit "step voltage" test on the Electric Generating Unit to verify proper operation of the Electric Generating Unit's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Electric Generating Unit at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent (5 percent) change in Electric Generating Unit terminal voltage initiated by a change in the voltage regulators reference voltage. The Interconnection Customer shall provide validated test recordings showing the responses of Electric Generating Unit terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Electric Generating Unit's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Electric Generating Unit terminal or field voltages is provided. Electric Generating Unit testing shall be conducted and results provided to the Participating TO and the CAISO for each individual Electric Generating Unit in a station.

Subsequent to the Commercial Operation Date, the Interconnection Customer shall provide the Participating TO and the CAISO any information changes due to equipment replacement, repair, or adjustment. The Participating TO shall provide the Interconnection Customer any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Participating TO-owned substation that may affect the Interconnection Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information pursuant to Article 5.19.

ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS

25.1 Information Access. Each Party (the "disclosing Party") shall make available to the other Party information that is in the possession of the disclosing Party and is necessary in order for the other Party to: (i) verify the costs incurred by the disclosing Party for which the other Party is responsible under this LGIA; and (ii)

carry out its obligations and responsibilities under this LGIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this LGIA. Nothing in this Article 25 shall obligate the CAISO to make available to a Party any third party information in its possession or control if making such third party information available would violate a CAISO Tariff restriction on the use or disclosure of such third party information.

25.2 Reporting of Non-Force Majeure Events. Each Party (the “notifying Party”) shall notify the other Parties when the notifying Party becomes aware of its inability to comply with the provisions of this LGIA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this Article shall not entitle the Party receiving such notification to allege a cause for anticipatory breach of this LGIA.

25.3 Audit Rights. Subject to the requirements of confidentiality under Article 22 of this LGIA, the Parties’ audit rights shall include audits of a Party’s costs pertaining to such Party’s performance or satisfaction of obligations owed to the other Party under this LGIA, calculation of invoiced amounts, the CAISO’s efforts to allocate responsibility for the provision of reactive support to the CAISO Controlled Grid, the CAISO’s efforts to allocate responsibility for interruption or reduction of generation on the CAISO Controlled Grid, and each such Party’s actions in an Emergency Condition.

25.3.1 The Interconnection Customer and the Participating TO shall each have the right, during normal business hours, and upon prior reasonable notice to the other Party, to audit at its own expense the other Party’s accounts and records pertaining to either such Party’s performance or either such Party’s satisfaction of obligations owed to the other Party under this LGIA. Subject to Article 25.3.2, any audit authorized by this Article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each such Party’s performance and satisfaction of obligations under this LGIA. Each such Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

25.3.2 Notwithstanding anything to the contrary in Article 25.3, each Party’s rights to audit the CAISO’s accounts and records shall be as set forth in Section 22.1 of the CAISO Tariff.

25.4 Audit Rights Periods.

25.4.1 Audit Rights Period for Construction-Related Accounts and Records.

Accounts and records related to the design, engineering, procurement, and construction of Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades constructed by the Participating TO shall be subject to audit for a period of twenty-four months following the Participating TO's issuance of a final invoice in accordance with Article 12.2. Accounts and records related to the design, engineering, procurement, and construction of Participating TO's Interconnection Facilities and/or Stand Alone Network Upgrades constructed by the Interconnection Customer shall be subject to audit and verification by the Participating TO and the CAISO for a period of twenty-four months following the Interconnection Customer's issuance of a final invoice in accordance with Article 5.2(8).

25.4.2 Audit Rights Period for All Other Accounts and Records. Accounts and records related to a Party's performance or satisfaction of all obligations under this LGIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four months after the event for which the audit is sought; provided that each Party's rights to audit the CAISO's accounts and records shall be as set forth in Section 22.1 of the CAISO Tariff.

25.5 Audit Results. If an audit by the Interconnection Customer or the Participating TO determines that an overpayment or an underpayment has occurred with respect to the other Party, a notice of such overpayment or underpayment shall be given to the other Party together with those records from the audit which supports such determination. The Party that is owed payment shall render an invoice to the other Party and such invoice shall be paid pursuant to Article 12 hereof.

25.5.1 Notwithstanding anything to the contrary in Article 25.5, the Interconnection Customer's and Participating TO's rights to audit the CAISO's accounts and records shall be as set forth in Section 22.1 of the CAISO Tariff, and the CAISO's process for remedying an overpayment or underpayment shall be as set forth in the CAISO Tariff.

ARTICLE 26. SUBCONTRACTORS

26.1 General. Nothing in this LGIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this

LGIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this LGIA in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

26.2 Responsibility of Principal. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this LGIA. The hiring Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the CAISO or Participating TO be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under Article 5 of this LGIA. Any applicable obligation imposed by this LGIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

26.3 No Limitation by Insurance. The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

ARTICLE 27. DISPUTES

All disputes arising out of or in connection with this LGIA whereby relief is sought by or from the CAISO shall be settled in accordance with the provisions of Article 13 of the CAISO Tariff, except that references to the CAISO Tariff in such Article 13 of the CAISO Tariff shall be read as references to this LGIA. Disputes arising out of or in connection with this LGIA not subject to provisions of Article 13 of the CAISO Tariff shall be resolved as follows:

27.1 Submission. In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this LGIA or its performance, such Party (the "disputing Party") shall provide the other Party with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party's receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this LGIA.

27.2 External Arbitration Procedures. Any arbitration initiated under this LGIA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the

submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) Calendar Days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“Arbitration Rules”) and any applicable FERC regulations; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 27, the terms of this Article 27 shall prevail.

27.3 Arbitration Decisions. Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this LGIA and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator(s) must also be filed with FERC if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

27.4 Costs. Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or (2) one half the cost of the single arbitrator jointly chosen by the Parties.

ARTICLE 28. REPRESENTATIONS, WARRANTIES AND COVENANTS

28.1 General. Each Party makes the following representations, warranties and covenants:

28.1.1 Good Standing. Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Large Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter

into this LGIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this LGIA.

28.1.2 Authority. Such Party has the right, power and authority to enter into this LGIA, to become a Party hereto and to perform its obligations hereunder. This LGIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

28.1.3 No Conflict. The execution, delivery and performance of this LGIA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

28.1.4 Consent and Approval. Such Party has sought or obtained, or, in accordance with this LGIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this LGIA, and it will provide to any Governmental Authority notice of any actions under this LGIA that are required by Applicable Laws and Regulations.

ARTICLE 29. [RESERVED]

ARTICLE 30. MISCELLANEOUS

- 30.1 Binding Effect.** This LGIA and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- 30.2 Conflicts.** In the event of a conflict between the body of this LGIA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this LGIA shall prevail and be deemed the final intent of the Parties.
- 30.3 Rules of Interpretation.** This LGIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this LGIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this LGIA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or

modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this LGIA or such Appendix to this LGIA, or such Section to the GIP or such Appendix to the GIP, as the case may be; (6) “hereunder”, “hereof”, “herein”, “hereto” and words of similar import shall be deemed references to this LGIA as a whole and not to any particular Article or other provision hereof or thereof; (7) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, “from” means “from and including”, “to” means “to but excluding” and “through” means “through and including”.

- 30.4 Entire Agreement.** This LGIA, including all Appendices and Schedules attached hereto, constitutes the entire agreement among the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between or among the Parties with respect to the subject matter of this LGIA. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, any Party’s compliance with its obligations under this LGIA.
- 30.5 No Third Party Beneficiaries.** This LGIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
- 30.6 Waiver.** The failure of a Party to this LGIA to insist, on any occasion, upon strict performance of any provision of this LGIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this LGIA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this LGIA. Termination or Default of this LGIA for any reason by the Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Participating TO. Any waiver of this LGIA shall, if requested, be provided in writing.

- 30.7 Headings.** The descriptive headings of the various Articles of this LGIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this LGIA.
- 30.8 Multiple Counterparts.** This LGIA may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
- 30.9 Amendment.** The Parties may by mutual agreement amend this LGIA by a written instrument duly executed by all of the Parties. Such amendment shall become effective and a part of this LGIA upon satisfaction of all Applicable Laws and Regulations.
- 30.10 Modification by the Parties.** The Parties may by mutual agreement amend the Appendices to this LGIA by a written instrument duly executed by all of the Parties. Such amendment shall become effective and a part of this LGIA upon satisfaction of all Applicable Laws and Regulations.
- 30.11 Reservation of Rights.** The CAISO and Participating TO shall each have the right to make a unilateral filing with FERC to modify this LGIA pursuant to section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder with respect to the following Articles and Appendices of this LGIA and with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation covered by these Articles and Appendices:

Recitals, 1, 2.1, 2.2, 2.3, 2.4, 2.6, 3.1, 3.3, 4.1, 4.2, 4.3, 4.4, 5 preamble, 5.4, 5.7, 5.8, 5.9, 5.12, 5.13, 5.18, 5.19.1, 7.1, 7.2, 8, 9.1, 9.2, 9.3, 9.5, 9.6, 9.7, 9.8, 9.10, 10.3, 11.4, 12.1, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24.3, 24.4, 25.1, 25.2, 25.3 (excluding subparts), 25.4.2, 26, 28, 29, 30, Appendix D, Appendix F, Appendix G, and any other Article not reserved exclusively to the Participating TO or the CAISO below.

The Participating TO shall have the exclusive right to make a unilateral filing with FERC to modify this LGIA pursuant to section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder with respect to the following Articles and Appendices of this LGIA and with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation covered by these Articles and Appendices:

2.5, 5.1, 5.2, 5.3, 5.5, 5.6, 5.10, 5.11, 5.14, 5.15, 5.16, 5.17, 5.19 (excluding 5.19.1), 6, 7.3, 9.4, 9.9, 10.1, 10.2, 10.4, 10.5, 11.1, 11.2, 11.3, 11.5, 12.2, 12.3, 12.4, 24.1, 24.2, 25.3.1, 25.4.1, 25.5 (excluding 25.5.1), 27 (excluding preamble), Appendix A, Appendix B, Appendix C, and Appendix E.

The CAISO shall have the exclusive right to make a unilateral filing with FERC to modify this LGIA pursuant to section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder with respect to the following Articles of this LGIA and with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation covered by these Articles:

3.2, 4.5, 11.6, 25.3.2, 25.5.1, and 27 preamble.

The Interconnection Customer, the CAISO, and the Participating TO shall have the right to make a unilateral filing with FERC to modify this LGIA pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by another Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this LGIA shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

30.12 No Partnership. This LGIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership among the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.

30.13 Joint and Several Obligations. Except as otherwise provided in this LGIA, the obligations of the CAISO, the Participating TO, and the Interconnection Customer are several, and are neither joint nor joint and several.

IN WITNESS WHEREOF, the Parties have executed this LGIA in multiple originals, each of which shall constitute and be an original effective agreement among the Parties.

NextEra Desert Center Blythe, LLC

By: /s/ Michael O'Sullivan

Title: Vice President

Date: August 12, 2011

Southern California Edison Company

By: /s/ David L. Mead

Title: Senior Vice President

Date: August 12, 2011

|

California Independent System Operator Corporation

By: /s/ Keith E. Casey

Title: PH.D., Vice President Market & Infrastructure Development

Date: August 12, 2011

Appendices to LGIA

- Appendix A Interconnection Facilities, Network Upgrades and Distribution Upgrades
- Appendix B Milestones
- Appendix C Interconnection Details
- Appendix D Security Arrangements Details
- Appendix E Commercial Operation Date
- Appendix F Addresses for Delivery of Notices and Billings
- Appendix G Interconnection Customer's Proportional Share of Costs of Network Upgrades for Applicable Project Group
- Appendix H Interconnection Requirements for an Asynchronous Generating Facility

Appendix A To LGIA

Interconnection Facilities, Network Upgrades and Distribution Upgrades

Recitals to Appendix A

- A. The Participating TO's Interconnection Facilities, Network Upgrades, ~~and~~ Distribution Upgrades, and Interim WOD Project described herein are based on the Participating TO's preliminary engineering and design and are subject to modification to reflect the actual facilities that will be constructed and installed following the Participating TO's final engineering and design, identification of field conditions, and compliance with applicable environmental and permitting requirements.
- B. The Interconnection Customer proposed, in its Interconnection Request, dated May 24, 2007 to construct a solar thermal and photovoltaic Generating Facility with a maximum net output of 500 MW. The entire Generating Facility, known as the "Genesis McCoy Solar Project," is comprised of the (i) Genesis Station, a 250 MW solar thermal facility consisting of two (2) 125 MW Electric Generating Units, and (ii) McCoy Station, a 250 MW photovoltaic facility. For the purpose of this LGIA, the McCoy Station will be deemed to be constructed as two (2) Electric Generating Units, each consisting of approximately 125 MW. The Interconnection Request is being processed along with several other Interconnection Requests, as part of the CAISO's "Eastern Bulk System Cluster" ("Cluster").
- C. The Phase II Interconnection Study applicable to the Cluster determined that the Participating TO's Delivery Network Upgrades cannot be completed to meet the Full Capacity Deliverability Status requests of the Cluster until 2017. In response to this information, the CAISO, the Participating TO, and the Interconnection Customer have agreed to permit the Interconnection Customer to construct the entire Generating Facility as a Phased Generating Facility in two sequences, with the First Sequence, consisting of Electric Generating Units 1 & 2 ("First Sequence") and the Second Sequence, consisting of Electric Generating Units 3 & 4 ("Second Sequence"). The Interconnection Customer has proposed that the sequencing of the construction of the Phased Generating Facility take place in a manner that matches the construction of the anticipated transmission upgrades and the corresponding availability of transmission necessary for each sequence and to include within this LGIA provisions for Partial Termination as described in Article 2.4.4 of this LGIA. As set forth below, the First Sequence consisting of Electric Generating Units 1 & 2 of the Phased Generating Facility is scheduled to achieve Commercial Operation concurrent with the Participating TO's Reliability Network Upgrades and the Second Sequence consisting of Electric Generating Units 3 & 4 is scheduled to achieve Commercial Operation concurrent with the in-service date of Participating TO's Delivery Network Upgrades. The

Interconnection Customer understands that Full Capacity Deliverability Status will be determined pursuant to applicable CAISO procedures, ~~and that such status is not assured for the First Sequence prior to completion of all the facilities contemplated in this LGIA in 2017.~~ This Appendix A describes separately the Interconnection Facilities, and Network Upgrades where applicable, for the First Sequence and the Second Sequence. Similarly, separate milestones are set forth for both the Phased Generating Facility and the transmission activities for each sequence based upon the results of the Phase II Interconnection Study.

D. Pursuant to the Interim WOD Project Letter Agreement, the Participating TO and Interconnection Customer have agreed to proceed with the engineering, design, procurement and construction of the Interim WOD Project which will enable the Genesis McCoy Solar Project, and other generating facilities, to attain Full Capacity Deliverability Status for an interim period until the Participating TO's Delivery Network Upgrades can be constructed and placed in service.

Operative Provisions of Appendix A

1. Interconnection Facilities:

- (a) **Interconnection Customer's Interconnection Facilities:** The Interconnection Customer shall:
- (i) First Sequence designated by Interconnection Customer as the Genesis Station:
 1. Construct a new, approximate 14 mile, 220kV generation tie-line from the Genesis Station to Participating TO's Colorado River Substation comprised of ~~2B-1272 kcmil Bittern~~~~1B-954 kcmil ACSR~~ conductor. This generation tie-line will initially be called the Colorado River-Genesis 220kV Transmission Line and will later be reconfigured as described below in the Second Sequence identified as McCoy Station under Section 1(a)(ii).
 2. Install optical ground wire ("OPGW") and associated underground vaults, risers, conduits, panels, and cable on the Colorado River - Genesis 220kV Transmission Line to provide the telecommunication path required to support the line protection scheme and Remote Terminal Units ("RTU"), and one of the two diverse telecommunications paths required for the SPS. Interconnection Customer shall install, own, operate and maintain such telecommunications path and equipment, with the exception of the terminal equipment at Colorado River Substation, and initially at the Genesis Station (until such time as the Genesis McCoy 220kV Switchyard is constructed), which will be installed, owned, operated and maintained by the Participating TO.

3. Install new All Dielectric Self Supported (“ADSS”) fiber optic cable from Participating TO’s Colorado River Substation to the Genesis Station, and associated underground vaults, risers, conduits, panels and cable to terminate the ADSS, to provide the second of the two diverse telecommunications paths required for the SPS. The telecommunications equipment will be specified by the Participating TO so as to match telecommunications equipment used by the Participating TO at Colorado River Substation and at the Genesis Station. Interconnection Customer shall install, own, operate and maintain such telecommunications path and equipment, with the exception of the terminal equipment at Colorado River Substation, and initially at the Genesis Station (until such time as the Genesis McCoy 220kV Switchyard is constructed), which will be installed, owned, operated and maintained by the Participating TO. If the Interconnection Customer chooses to expedite the construction of the Genesis McCoy 220kV Switchyard as part of the initial configuration of the Genesis Station as described below in Section 1(a)(ii), this second diverse telecommunications path between Participating TO’s Colorado River Substation and the Genesis Station will still be required based on the anticipated SPS design, unless, following execution of this LGIA, the Participating TO, CAISO and Interconnection Customer mutually agree on an acceptable alternative that accomplishes the generation curtailment otherwise provided by the anticipated SPS design.
 - a. Allow Participating TO to review Interconnection Customer’s fiber-optic cable design and perform inspection to ensure compatibility with Participating TO’s terminal equipment and protection engineering requirements for diverse path communication routing.
 - b. Allow Participating TO to perform acceptance testing of fiber-optic cables and give the Participating TO the right to request and/or to perform correction of installation deficiencies as determined by the Participating TO.
4. Make available adequate space and facilities necessary for the installation of the Participating TO’s RTU to be located at the Genesis Station.
5. Install all required CAISO approved metering equipment at the Genesis Station.
6. Install all required revenue metering equipment (voltage and current transformers) at the Genesis Station to meter the Generating Facility retail load as specified by Participating TO.
7. Install 220kV transmission line protection and SPS relays at the Genesis Station as specified by the Participating TO, expected to include the following:
 - a. one (1) GE L90 current differential relay with telecommunications channel to Colorado River Substation via the OPGW on the Colorado River-Genesis 220kV Transmission Line

- b. one (1) SEL 311C current differential relay; no telecommunications channels required
 - c. two (2) N60 relays at Genesis Station Unit 1 (one for SPS A and SPS B) and two (2) N-60 relays at Genesis Station Unit 2 (one for SPS A and SPS B) to trip the generator breakers under the Colorado River corridor SPS.
 - d. one (1) SEL-2407 satellite synchronized clock
 - ~~d.e.~~ two (2) N60 relays at Genesis Station Unit 1 (one for SPS A and SPS B) to be installed, tested, and in service prior to initial synchronization of the Genesis Station Unit 1; and two (2) N-60 relays at Genesis Station Unit 2 (one for SPS A and SPS B) to be installed, tested, and in service prior to initial synchronization of the Genesis Station Unit 2, to trip the generator breakers under the Interim WOD Project.
8. Perform all required functions to obtain land easements or land acquisition, obtain licensing and permits, and perform required environmental activities for the installation of the telecommunications between the Genesis Station and Participating TO's Colorado River Substation, and for the Participating TO's portion of the Colorado River-Genesis 220kV Transmission Line.
- (ii) Second Sequence designated by Interconnection Customer as the McCoy Station:
1. Construct a new Genesis McCoy 220kV Switchyard and a new, approximate 13 mile, 220kV generation tie-line from the McCoy Station to the new Genesis McCoy 220kV Switchyard comprised of 42B-954 kcmil ACSR conductor. Loop the Colorado River-Genesis 220kV Transmission Line into the Genesis McCoy 220kV Switchyard. Following completion of these Second Sequence facilities, the transmission facilities of the Genesis McCoy Solar Project will be comprised of three lines, including the Genesis McCoy-Genesis Station 220kV Transmission Line, the Genesis McCoy-McCoy Station 220kV Transmission Line, and the Colorado River-Genesis McCoy 220kV Transmission Line, collectively referred to as the "Gen-Tie Lines". The Interconnection Customer may choose to expedite the construction of the Genesis McCoy 220kV Switchyard ahead of this Second Sequence as part of the initial configuration.
 2. Install optical ground wire ("OPGW") and associated underground vaults, risers, conduits, panels, and cable on the Genesis McCoy-McCoy Station 220kV Transmission Line to provide the telecommunication path required to support the line protection scheme and Remote Terminal Units ("RTU"), and one of the two required telecommunications paths required for the SPS. Interconnection Customer shall install, own, operate and maintain such telecommunications path and equipment, with the exception of the

- terminal equipment at Genesis McCoy 220kV Switchyard, which will be installed, owned, operated and maintained by the Participating TO.
3. If not previously installed as part of the First Sequence, install new All Dielectric Self Supported (“ADSS”) fiber optic cable from Participating TO’s Colorado River Substation to the Genesis McCoy 220kV Switchyard, and associated underground vaults, risers, conduits, panels and cable to terminate the ADSS, to provide the second of the two diverse telecommunications paths required for the SPS. The telecommunications equipment will be specified by the Participating TO so as to match telecommunications equipment used by the Participating TO at Colorado River Substation. Interconnection Customer shall install, own, operate and maintain such telecommunications path and equipment, with the exception of the terminal equipment at Colorado River Substation and the Genesis McCoy 220kV Switchyard, which will be installed, owned, operated and maintained by the Participating TO. The Interconnection Customer understands and acknowledges that curtailment of McCoy Station output will be applied at the Genesis McCoy 220kV Switchyard and not at the McCoy Station if the Interconnection Customer elects not to extend the second diverse telecommunications path from the Genesis McCoy 220kV Switchyard to the McCoy Station.
 - a. Allow Participating TO to review Interconnection Customer’s fiber-optic cable design and perform inspection to ensure compatibility with Participating TO’s terminal equipment and protection engineering requirements for diverse path communication routing.
 - b. Allow Participating TO to perform acceptance testing of fiber-optic cables and give the Participating TO the right to request and/or to perform correction of installation deficiencies as determined by the Participating TO.
 4. Make available adequate space and facilities necessary for the installation of the Participating TO’s RTUs to be located at the McCoy Station and the Genesis McCoy 220kV Switchyard.
 5. Install all required CAISO approved metering equipment at the McCoy Station.
 6. Install all required revenue metering equipment (voltage and current transformers) at the McCoy Station to meter the Generating Facility retail load as specified by Participating TO.
 7. Install 220kV transmission line protection and SPS relays at the McCoy Station as specified by the Participating TO, expected to include the following:
 - a. one (1) GE L90 current differential relay with telecommunications channel to Colorado River Substation via the OPGW on the Genesis McCoy-McCoy Station 220kV Transmission Line
 - b. one (1) SEL 311C current differential relay; no telecommunications channels required

- c. two (2) N60 relays (one for SPS A and one for SPS B if required) to trip the generator breakers
 - d. one (1) SEL-2407 satellite synchronized clock
8. Perform all required functions to obtain land easements or land acquisition, obtain licensing and permits, and perform required environmental activities for the installation of the telecommunications between the McCoy Station and the Genesis McCoy 220kV Switchyard, and between the Genesis McCoy 220kV Switchyard and Participating TO's Colorado River Substation.

(b) Participating TO's Interconnection Facilities: The Participating TO shall:

- (i) Colorado River-Genesis McCoy 220 kV Transmission Line (installation of the following equipment to be coordinated with the construction of Interconnection Customer's First Sequence - Genesis Station Interconnection Facilities):
 - 1. Install one 220 kV dead-end structure, two spans of conductors and OPGW and twelve dead end insulator / hardware assemblies between the last Interconnection Customer-owned structure on the Colorado River-Genesis 220kV Transmission Line (the Colorado River-Genesis McCoy 220kV Transmission Line following construction of the Genesis McCoy 220kV Switchyard described above in Section 1(a)(ii)1 and the substation dead-end rack at the Colorado River 220 kV switchyard.
- (ii) Colorado River Substation (installation of the following equipment to be coordinated with the construction of Interconnection Customer's First Sequence-Genesis Station Interconnection Facilities) :
 - 1. Install the following facilities to terminate the new Colorado River-Genesis 220kV Transmission Line (the Colorado River-Genesis McCoy 220kV Transmission Line following construction of the Genesis McCoy 220kV Switchyard described above in Section 1(a)(ii)1 at a dedicated double breaker position:
 - a. one (1) dead-end structure (60ft. high x 50ft. wide)
 - b. three (3) 220kV coupling capacitor voltage transformers
 - c. one (1) GE L90 current differential relay with telecommunications channel to the Generating Facility via the OPGW on the Gen-Tie Lines
 - d. one (1) SEL 311C current differential relay. No telecommunication channels required
 - 2. Telecommunications- Install all required light-wave, channel and related terminal equipment to support the Genesis McCoy Solar Project Gen-Tie Lines protection, SPS, SCADA, and Participating TO's applicable voice and data requirements.
- (iii) Genesis McCoy 220kV Switchyard (installation of the following equipment to be coordinated with the construction of Interconnection Customer's Second

Sequence-McCoy Station Interconnection Facilities or with the First Sequence-Genesis Station if the Interconnection Customer chooses to expedite this switchyard):

1. Power System Control- Install one (1) RTU at the Interconnection Customer-owned Genesis McCoy 220kV Switchyard to transmit circuit breaker status and project net MW and MVAR. Notwithstanding that the RTU will be located on Interconnection Customer's side of the Point of Change of Ownership, Participating TO shall own, operate and maintain the RTU as part of the Participating TO's Interconnection Facilities.
2. Telecommunications- Install all required light-wave, channel and related terminal equipment to support the Genesis McCoy Solar Project Gen-Tie Lines protection and SPS. Notwithstanding that the telecommunications terminal equipment will be located on the Interconnection Customer's side of the Point of Change of Ownership, Participating TO shall own, operate and maintain the telecommunications terminal equipment as part of the Participating TO's Interconnection Facilities.

(iv) Genesis McCoy Solar Project:

1. Installation of the following equipment to be coordinated with the construction of Interconnection Customer's Interconnection Facilities for the First Sequence-Genesis Station:
 - a. Power System Control- Install one (1) RTU at Genesis Station to transmit generator unit gross MW and MVAR, plant auxiliary load, generator status, generator circuit breaker status, generator terminal voltage, and project net MW and MVAR. Notwithstanding that the RTUs will be located on Interconnection Customer's side of the Point of Change of Ownership, Participating TO shall own, operate and maintain the RTUs as part of the Participating TO's Interconnection Facilities.
 - b. Metering Services- Install a metering cabinet and revenue meters at Genesis Station required to meter the retail load at the Generating Facility. Notwithstanding that the metering will be located on the Interconnection Customer's side of the Point of Change of Ownership, Participating TO shall own, operate and maintain the metering as part of the Participating TO's Interconnection Facilities.
 - c. Telecommunications- Install all required light-wave, channel and related terminal equipment to support the Colorado River-Genesis 220kV Transmission Line protection and SPS. Notwithstanding that the telecommunications terminal equipment will be located on the Interconnection Customer's side of the Point of Change of Ownership, Participating TO shall own, operate and maintain the telecommunications terminal equipment as part of the Participating TO's Interconnection Facilities. Such terminal equipment will be removed from the

Genesis Station concurrent with the installation of Participating TO's required channel and terminal equipment at the Genesis McCoy 220kV Switchyard.

2. Installation of the following equipment to be coordinated with the construction of Interconnection Customer's Second Sequence-McCoy Station:
 - a. Power System Control- Install one (1) RTU at the McCoy Station to transmit generator unit gross MW and MVAR, plant auxiliary load, generator status, generator circuit breaker status, generator terminal voltage, and project net MW and MVAR. Notwithstanding that the RTUs will be located on Interconnection Customer's side of the Point of Change of Ownership, Participating TO shall own, operate and maintain the RTUs as part of the Participating TO's Interconnection Facilities.
 - b. Metering Services- Install a metering cabinet and revenue meters at the McCoy Station required to meter the retail load at the Generating Facility. Notwithstanding that the metering will be located on the Interconnection Customer's side of the Point of Change of Ownership, Participating TO shall own, operate and maintain the metering as part of the Participating TO's Interconnection Facilities.

- (v) Real Properties, Transmission Project Licensing, and Environmental Health and Safety:
 1. Perform any required functions to obtain land easements or land acquisition, obtain licensing and permits, and perform any required environmental activities in addition to those performed by the Interconnection Customer pursuant to Appendix C Section 3(f) of this LGIA, for the Participating TO's portion of the Colorado River-Genesis McCoy 220 kV Transmission Line (initially the Colorado River-Genesis 220kV Transmission Line).

2. Network Upgrades:

(a) **Stand Alone Network Upgrades:** None.

(b) **Other Network Upgrades:**

- (i) **Participating TO's Reliability Network Upgrades:** The Participating TO shall:
 1. Terminate the Colorado River-Genesis McCoy 220kV Transmission Line (initially the Colorado River-Genesis 220kV Transmission Line) at Colorado River Substation:

- a. Colorado River Substation
 - i. Install the following equipment for a dedicated 220kV double breaker line position on a breaker-and-a-half configuration to terminate the Colorado River-Genesis McCoy 220kV Transmission Line:
 1. two (2) 220kV 3000A - 50kA circuit breakers
 2. four (4) 220kV 3000A – 80kA horizontal-mounted group operated disconnect switches
 3. one (1) grounding switch attachment
 4. eighteen (18) 220kV bus supports with associated steel pedestals
 5. 2B-1590 kcmil ACSR conductors
 - ii. Power System Control – Expand the RTU at Colorado River Substation to install additional points required for the Colorado River-Genesis McCoy 220kV Line
2. Loop the Colorado River-Devers No.2 500kV Transmission Line into Red Bluff Substation:
 - a. Colorado River-Devers No.2 500kV Transmission Line – Loop the line into Red Bluff Substation to form the new Devers-Red Bluff No. 2 and Colorado River-Red Bluff No. 2 500kV Transmission Lines. This work requires the following:
 - i. install approximately one circuit mile of 2B-2156 kcmil ACSR conductors and OPGW
 - ii. install four (4) dead-end 500kV lattice steel structures
 - iii. install thirty (30) insulator/hardware assemblies
 - b. Red Bluff 500/220kV Substation
 - i. Install two (2) new double breaker line positions within the 500kV Switchyard to terminate the new Colorado River No.2 and Devers No.2 500kV Transmission Lines
 - ii. Install the following protection relays in the control room
 1. four (4) GE C60 breaker management relays
 2. two (2) GE D60 distance relays (digital communication channel)
 3. two (2) GE L90 current differential relay (digital communication channel)
 4. two (2) SEL-421 current differential relay with RFL 9780 on Power Line Carrier Current (“PLCC”)
 5. two (2) additional RFL 9780 direct transfer trip on PLCC
 6. two (2) RFL 9745 direct transfer trip on PLCC
3. Colorado River Substation Expansion – No. 1 AA-Bank: Expand the substation, presently configured as a 500kV switchyard, to a 1120MVA 500/220kV substation by installing one 1120MVA, 500/220kV transformer bank with corresponding 500kV and 220kV bank positions and installing a new 220kV switchyard.

- a. 500kV Switchyard-Position 3 - Install the following equipment for a double-breaker bank position on a breaker-and-a-half configuration to connect the No. 1AA 500/220kV transformer bank:
 - i. one (1) 108 ft. high by 90 ft. wide dead-end structure
 - ii. two (2) 500kV-4000A-50kA circuit breakers
 - iii. four (4) 500kV horizontal-mounted group-operated disconnect switches, one of them equipped with grounding attachments
 - iv. fifteen (15) 500kV bus supports
 - v. 2B-1590 kcmil ACSR conductors
- b. 500kV Switchyard-500/220kV Transformer Bank – Install one (1) 1120MVA, 500/220kV transformer bank to include the following:
 - i. four (4) 373MVA, 500/220kV single-phase units, including one spare unit
 - ii. three (3) 500kV surge arresters
 - iii. three (3) 220kV surge arresters
 - iv. one (1) standard seven-position transformer structure with all the required 500kV and 220kV bus-work to allow for the grounded wye/delta connection of the single-phase units and placement of the spare unit
 - v. one (1) 13.8kV tertiary bus equipped as follows:
 1. five (5) 13.8kV, 2000A-17kA circuit breakers
 2. fifteen (15) 13.8kV hook-stick disconnect switches
 3. five (5) 13.8 kV 45MVAR reactors
 4. one (1) ground bank detector (3-5MVA, 14400-120/240v transformers)
 5. one (1) 14400-120V voltmeter potential transformer
 6. one (1) voltmeter
 7. three (3) 40E standard size 4 S&C type fuses
 - vi. approximately 700 circuit ft. of 2B-1590 kcmil ACSR conductors for the 500kV and 220kV transformer leads
- c. 220kV Switchyard Operating Buses – Install the following equipment required for a new 220kV switchyard:
 - i. six (6) 60 ft. high x 90 ft. wide bus dead-end structures
 - ii. twenty-four (24) bus dead-end insulator assemblies
 - iii. six (6) 220kV potential devices
 - iv. approximately 920 circuit ft. of 2B-1590 kcmil ACSR bus conductors
- d. 220kV Switchyard-Position 5 – Install the following equipment for a double breaker bank position on a breaker-and-a-half configuration to connect the No.1AA 500/220kV transformer bank:
 - i. one (1) 80 ft. high by 50 ft. wide dead-end structure
 - ii. two (2) 220kV 3000A-50kA circuit breakers
 - iii. four (4) 220kV 3000A-80kA horizontal-mounted group-operated disconnect switches
 - iv. one (1) grounding switch attachment
 - v. eighteen 220kV bus supports with associated steel pedestals

- vi. 2B-1590 kcmil ACSR conductors
- e. Control Room – Install the following protection relays for the 500/220kV transformer banks:
 - i. four (4) GE C60 breaker management relays
 - ii. one (1) GE T60 bank differential relay
 - iii. one (1) SEL-387 bank differential relay
 - iv. four (4) GE C30 sudden pressure aux relay
 - v. five (5) GE F60 reactor bank relays (one per reactor)
 - vi. two (2) SEL-351 ground detector bank relay
 - vii. twelve (12) GE SBD11B 220kV bus differential relays
- 4. Upgrade the Mira Loma-Vista No.2 220kV Transmission Line drops at Vista Substation
 - a. Vista Substation – replace the 2B-1033 kcmil ACSR conductors (N-2 rating of 3,150A) on the Mira Loma No. 2 220kV line position at Vista Substation with new 2B-1590 kcmil ACSR conductors (N-2 rating of 4,100A)
- 5. New SPS to trip up to 1,400 MW of generation under the Devers-Red Bluff No. 1 and No. 2 double contingency
 - a. Devers Substation
 - i. install two (2) N60 relays (one each for SPS A and SPS B) for line monitoring
 - ii. install one (1) SEL-2407 satellite synchronized clock
 - iii. Telecommunications- install two (2) channel banks (one each for SPS A and SPS B) to support the SPS
 - iv. Power Systems Control- expand the RTU at Devers to install additional points required to support the SPS
 - b. Red Bluff Substation
 - i. install two (2) N60 relays (one each for SPS A and SPS B) for line monitoring
 - ii. install one (1) SEL-2407 satellite synchronized clock
 - iii. Power Systems Control- expand the RTU at Red Bluff to install additional points required to support the SPS
 - c. Colorado River Substation
 - i. install four (4) N60 relays (two each for SPS A and SPS B) for logic central processing and sending of tripping signals to generators
 - ii. install one (1) SEL-2407 satellite synchronized clock
 - iii. install dual RTUs for SPS arming, control, status and alarm indications at Colorado River Substation
- 6. New SPS to trip up to 500 MW of generation connected to Colorado River Substation under either No. 1 AA or No. 2 AA transformer bank single contingency
 - a. Colorado River Substation
 - i. install four (4) N60 relays (two each for SPS A and SPS B) for banks monitoring
 - b. Red Bluff Substation

- i. Power Systems Control- expand the RTU at Red Bluff to install additional points required to support the SPS
- c. Devers Substation
 - i. Power Systems Control- expand the RTU at Devers to install additional points required to support the SPS

The timing for installation and completion of the Participating TO's Reliability Network Upgrades described above in Sections 2(b)(i)4, 2(b)(i)5, and 2(b)(i)6 is contingent upon the future development of generation projects in the Colorado River corridor (projects having a position in the CAISO interconnection queue). Such upgrades are not required to accommodate the Trial Operation or Commercial Operation of the Genesis Station.

(ii) **Participating TO's Delivery Network Upgrades:** The Participating TO shall:

1. West of Devers Upgrades
 - a. Upgrade the following 220kV transmission lines by rebuilding the following transmission lines with new 2B-1590 kcmil ACSR conductors per phase supported on two sets of double-circuit tower structures and replacing all substations' terminal equipment with 3,000A rated elements:
 - i. Devers – San Bernardino No.1 220kV Transmission Line – 43 circuit miles
 - ii. Devers – San Bernardino No.2 220kV Transmission Line – 43 circuit miles
 - iii. Devers – Vista No.1 220kV Transmission Line – 45 circuit miles
 - iv. Devers – Vista No.2 220kV Transmission Line – 45 circuit miles
 - v. Devers Substation: Upgrade four 220kV line positions
 - vi. San Bernardino G.S.: Upgrade two 220kV line positions
 - vii. Vista Substation: Upgrade two 220kV line positions

Prior to this upgrade the Devers-San Bernardino No. 2 220kV Transmission Line will be looped into the new El Casco Substation forming the two new Devers-El Casco and El Casco-San Bernardino 220kV Transmission Lines. After such line re-configuration, the Devers – San Bernardino No.1 220kV Transmission Line will be re-named Devers – San Bernardino 220kV Transmission Line. The Devers and San Bernardino 220kV line positions at the new El Casco Substation will be rated 3,000A and would not require any upgrades.

2. Colorado River Substation Expansion – No. 2AA Bank – Increase the 500/220kV station capacity from 1120MVA to 2240MVA by installing an additional No. 2AA 1120MVA 500/220kV transformer bank with corresponding 500kV and 220kV bank positions as follows:

- a. 500kV Switchyard, Position 5 – Install the following equipment on the double breaker line position to expand to a breaker-and-a-half line/bank position as required to connect the No. 2AA transformer bank
 - i. one (1) 108 ft. high x 90 ft. wide dead-end structure
 - ii. one (1) 500kV 4000A-50kA circuit breaker
 - iii. two (2) 500kV 4000A-80kA horizontal-mounted group-operated disconnect switches
 - iv. one (1) grounding switch attachment
 - v. remove twelve (12) 500kV bus supports and corresponding steel pedestals and foundations
- b. 500 kV Switchyard-500kV/220kV Transformer Bank – Install one 1120MVA 500/220kV transformer bank as follows:
 - i. three (3) 373MVA, 500/220kV single-phase transformers
 - ii. three (3) 500kV surge arresters
 - iii. three (2) 220kV surge arresters
 - iv. one (1) 13.8kV tertiary bus equipped as follows:
 1. five (5) 13.8kV, 2000A-17kA circuit breakers
 2. fifteen (15) 13.8kV hook-stick disconnect switches
 3. five (5) 13.8 kV, 45MVAR reactors
 4. one (1) ground bank detector (3-5MVA, 14400-120/240v transformers)
 5. one (1) 14400-120V voltmeter potential transformer
 6. one (1) voltmeter
 7. three (3) 40E standard size 4 S&C type fuses
 - v. approximately 700 circuit ft. of 2B-1590 kcmil ACSR conductors for the 500kV and 220kV transformer leads
- c. 220kV Switchyard, Position 7 – Install the following equipment for a double breaker bank position on a breaker-and-a-half configuration to connect the No. 2AA 500/220kV transformer bank:
 - i. one (1) 80 ft. high by 50 ft. wide dead-end structure
 - ii. two (2) 220kV, 3000A-50kA circuit breakers
 - iii. four (4) 220kV, 3000A-80kA horizontal-mounted group-operated disconnect switches
 - iv. one (1) grounding switch attachment
 - v. eighteen 220kV bus supports with associated steel pedestals
 - vi. 2B-1590 kcmil ACSR conductors
- d. Control Room – Install the following protection relays for the 500/220kV transformer banks:
 - i. four (4) GE C60 breaker management relays
 - ii. one (1) GE T60 bank differential relay
 - iii. one (1) SEL-387 bank differential relay
 - iv. three (3) GE C30 sudden pressure aux relay
 - v. five (5) GE F60 reactor bank relays (one per reactor)
 - vi. two (2) SEL-351 ground detector bank relay
 - vii. twelve (12) GE SBD11B 220kV bus differential relays

The Interim WOD Project will substitute for the West of Devers Upgrades described in Section 2(b)(ii)1 until the West of Devers Upgrades are completed and placed in service.

The timing for installation and completion of the Participating TO's Delivery Network Upgrades described above in Sections 2(b)(ii)2 is contingent upon the future development of generation projects in the Colorado River corridor (projects having a position in the CAISO interconnection queue). Such upgrades are not required to accommodate the Trial Operation or Commercial Operation of the Generating Facility and will not impact the Generating Facility's Full Capacity Deliverability Status.

3. Real Properties, Transmission Project Licensing, and Environmental Health and Safety:
 - a. Perform all required functions to obtain land easements or land acquisition, obtain licensing and permits, and perform required environmental activities for the installation of the Participating TO's Delivery Network Upgrades.

3. Distribution Upgrades: None

4. Licensing Assessment and Interim WOD Project: The Participating TO shall:

- (a) Licensing Assessment: Perform a Licensing Assessment including, but not limited to, preliminary preparation and review of the following elements:
 - (i) environmental studies, land rights studies, and topographic studies as necessary
 - (ii) geotechnical, hydrological, grading, and other site development items as necessary
 - (iii) structural plans including equipment foundations, structural steel supports, and control room layouts as necessary
 - (iv) electrical plans including disconnect switches, busses, relay racks and power circuits as necessary
 - (v) line reactor plans including engineering design, placement and configuration as necessary
 - (vi) transmission plans including relocation of structures and rerouting of 220kV lines as necessary
 - (vii) telecommunications plans including rerouting optical fiber around line reactors, mechanical electrical equipment room connections, switches and hubs as necessary
 - (viii) SPS plans including protection, relays, telecommunications, and associated equipment as necessary
 - (ix) subtransmission plans including rerouting of existing 115kV lines and impacts to other projects as necessary

(x) Seek CPUC concurrence with Participating TO's assessment of the permitting and licensing requirements based on the results of the Licensing Assessment

(b) Interim WOD Project:

(i) Substation:

1. Install series reactor banks on each of the following 220kV lines outside of Devers Substation:
 - a. Devers – San Bernardino 220kV Transmission Line; install three (3) 20ohm 1300A line reactors
 - b. Devers – El Casco 220kV Transmission Line; install three (3) 15ohm 1300A line reactors
 - c. Devers – Vista No.1 220kV Transmission Line; install three (3) 15ohm 1300A line reactors
 - d. Devers – Vista No.2 220kV Transmission Line; install three (3) 5ohm 1300A line reactors
2. Equip each of the four (4) series reactor banks as follows:
 - a. Two (2) approximately 65 ft. high line dead-end structures and foundations
 - b. One (1) 220kV, 3000A, 50kA SF6 gas circuit breaker and foundation
 - c. Two (2) 220kV, 3000A disconnect switches with structures and foundations
 - d. One (1) 1590kcmil ACSR conductor per phase
 - e. Appropriate fencing around each reactor bank
3. Install twelve (12) approximately 40 ft. high bus structures and foundations
4. Install eighty-four (84) 220kV bus support insulators and associated foundations
5. Clear, grade and cover with 4 in. layer of crushed rock an approximate 6 acre area; install necessary drainage
6. Install 8 ft. high chain link fence with barbed wire, 1 in. mesh grid and Whipple Wire around the perimeter of the approximately 815 ft. by 255 ft. substation property; install two (2) 20ft. wide gates for access to the substation from the east and west; install paved road sections within the substation
7. Install station light and power system from 12kV line out of Devers Substation; install light fixtures as required for general substation lighting
8. Install ground grid in accordance with Participating TO's grounding study recommendations; ground grid to extend 3 ft. beyond the substation perimeter fence.
9. Install an approximately 20 ft. by 15 ft. prefabricated mechanical equipment room (MEER) with required equipment

10. Install cables, trenches, and conduits as follows:
 - a. One (1) set of two (2) 5 in. conduits, and two (2) separate runs of 4-350kcmil bare copper ground grid conductor between Devers Substation and the reactor location. This work requires modification to the existing bridge
 - b. Two (2) 100 ft. sections of control cable trench system using prefabricated concrete trench sections; install one (1) 4-4 in. duct bank from each trench to the MEER
11. Install three (3) sets of 220kV, 0.0125 manufactured rated TRV's and associated foundations and steel structures at Devers Substation
12. Install control switches , fiber optic controllers, and relay upgrades at Devers Substation
13. Install selector switches at Devers, El Casco, Vista and San Bernardino Substations, as necessary
14. Replace one (1) SEL 311C relay with one (1) SEL 311L relay at both Vista and Devers Substations for the Devers-Vista #2 220kV line
15. Relocate existing laydown yards to the north of the existing Devers Substation to make room for installation of the new reactors
16. Extend existing distribution circuit and provide new service for new lights that will be installed in the relocated laydown yards.
17. Install twenty-four (24) 180kV duty cycle lightning arresters and associated foundations and steel structures

(ii) Transmission:

1. Devers-Vista No.1 right-of-way:
 - a. Remove two (2) existing single circuit h-frame structures, one (1) existing single circuit LST structure, one (1) existing double circuit LST structure (shared with the Devers-San Bernardino 220kV Transmission Line), and remove associated conductors
 - b. Install one (1) new single circuit LST structure
 - c. Install three (3) new double circuit LST structures (shared with the Devers-San Bernardino 220kV transmission line and use the southern side of these structures for the Devers-Vista No.1 220kV transmission line
 - d. Install new 2-bundled 1033 ACSR conductors from the intercept structure to the line reactors dead-end structure, and new 2-bundled 1590 ACSR conductor from the line reactors dead-end structure to the Devers Substation 220kV dead-end structure
2. Devers-San Bernardino No.1 right-of-way:
 - a. Remove one (1) existing single circuit LST structure
 - b. Use the northern side of the double circuit LST structures, installed pursuant to (b)(ii)1.c. above, for the Devers-San Bernardino 220kV transmission line
 - c. Install one (1) new single circuit LST structure

- d. Install new 2-bundled 1590 ACSR conductors from the intercept structure to the line reactors dead-end structure and to the Devers Substation 220kV dead-end structure
3. Devers-El Casco and Devers-Vista No.2 right-of-way:
 - a. Install one (1) new double circuit LST structure
 - b. Remove existing groundwire and skywrap
 - c. Remove existing conductors from the intercept structure to the Devers Substation dead-end structure
 - d. Install new 2-bundled 1033 ACSR conductors from the intercept structure to the line reactors dead-end structure, and new 2-bundled 1590 ACSR conductor from the line reactors dead-end structure to the Devers Substation 220kV dead-end structure
- (iii) Subtransmission:
 1. Relocate segments of the Devers-Garnet-Venwind and Devers-Banning-Windpark 115kV subtransmission lines to make room for the new line reactors; the relocation will require the following:
 - a. Remove eleven (11) existing lightweight steel poles/wood poles
 - b. Install seven (7) single circuit lightweight steel poles/wood poles
 - c. Install five (5) double circuit lightweight steel poles/wood poles
 - d. Install one (1) new three-pole wood or lightweight steel structure
 - e. Install two (2) new h-frame wood or lightweight steel structures
 2. Install new access roads to the new 115kV poles
- (iv) Telecommunications:
 1. Route and install new overhead and underground fiber optic cable segments in support of the 220kV line reactors on existing and new 115kV subtransmission structures
 2. Remove existing skywrap from the 220kV structure (M1-T1) on the Devers-Vista No.1 220kV transmission line to the patch panel in the 220/115kV MEER at Devers Substation
 3. Relocate existing telecommunications cable on existing 115kV poles that will be removed
 4. Install fiber optic equipment and circuits at Devers and Vista Substations
- (v) Environmental Health & Safety:
 1. Provide one full time monitor for all construction activity and burrowing owl mitigation/passive relocation
- (vi) Special Protection System (generation curtailment):
 1. Install four (4) N60 relays at Devers Substation (two each for SPS A and SPS B) for AA bank monitoring and tripping as designed under Participating TO's proposed Devers RAS
 2. Install two (2) N-60 relays at Devers Substation (one each for SPS A and SPS B) for communications as designed in the Participating TO's proposed Modified West of Devers RAS

The Interim WOD Project will initially be placed in service utilizing the Modified West of Devers RAS. Participating TO will use Reasonable Efforts to seek WECC

approval, install, test, and in-service the Modified West of Devers RAS by November 1, 2013. In the unlikely event the Modified West of Devers RAS is temporarily delayed beyond November 1, 2013, the Interim WOD Project can be placed in service utilizing the SPS currently in place until the Modified West of Devers RAS is installed, tested, and placed in service. The Modified West of Devers RAS will be replaced by the Devers RAS following WECC approval, installation, testing, and in-servicing of the Devers RAS

(vii) Removal of the Interim WOD Project & Restoration:

1. Remove all line reactors and associated equipment
2. Remove one (1) double circuit tower and one (1) single circuit tower
3. Install new spans of conductor

The Participating TO shall design, procure, construct, install, and own all equipment and facilities that comprise the Interim West of Devers Project described herein. Based on the results of the Licensing Assessment, the Parties may elect to proceed with engineering, design, procurement and construction of the west of Devers Substation interim upgrades pursuant to the terms and conditions of a separate letter agreement or an amendment to this LGIA.

5. Point of Change of Ownership:

(a) Prior to construction of the Genesis McCoy 220kV Switchyard:

- (i) Colorado River-Genesis 220 kV Transmission Line: The Point of Change of Ownership shall be the point where the conductors of the Colorado River-Genesis 220kV Transmission Line are attached to the first structure located directly outside the Colorado River Substation property line. This will be the side of the structure facing the substation. The Interconnection Customer shall own and maintain said structure, including the jumper loop. The Participating TO shall own and maintain the insulators that are used to attach the Participating TO-owned conductors to the Interconnection Customer-owned structure, and all structures and conductors from that point into the Colorado River Substation.
- (ii) Telecommunication OPGW: The Point of Change of Ownership shall be the point where the OPGW of the Colorado River-Genesis 220 kV Transmission Line is attached to the first structure located directly outside the Colorado River Substation property line.
- (iii) Telecommunication ADSS: The Point of Change of Ownership shall be the point where the ADSS from the Genesis Station is attached to the first structure located directly outside the Colorado River Substation property line. The Interconnection Customer shall own and maintain said structure. The Participating TO shall own and maintain all structures and cable from that point into the Colorado River Substation.

(b) Following construction of the Genesis McCoy 220kV Switchyard:

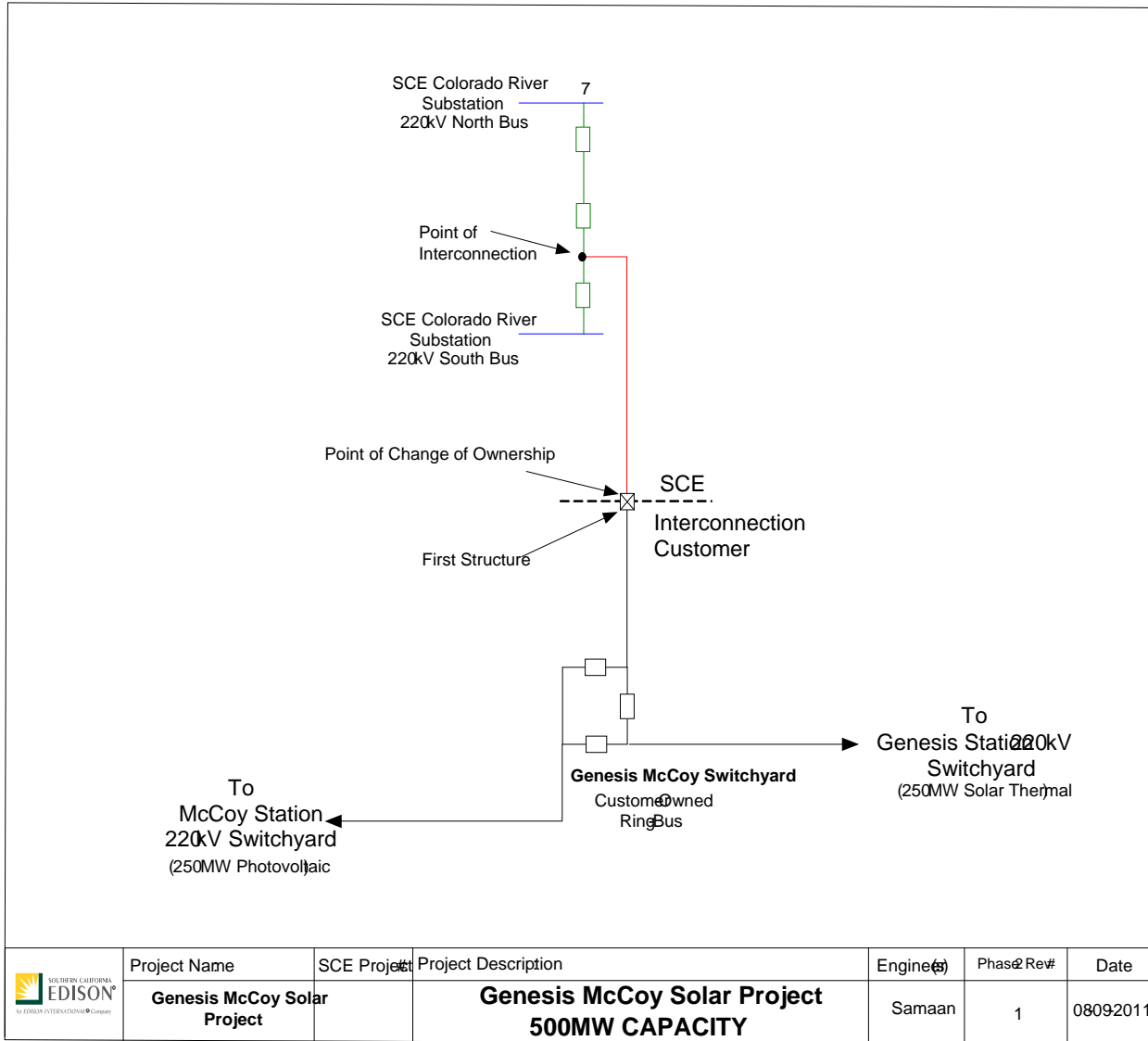
- (i) Colorado River-Genesis McCoy 220 kV Transmission Line: The Point of Change of Ownership shall be the point where the conductors of the

Colorado River-Genesis McCoy 220kV Transmission Line are attached to the first structure located directly outside the Colorado River Substation property line. This will be the side of the structure facing the substation. The Interconnection Customer shall own and maintain said structure, including the jumper loop. The Participating TO shall own and maintain the insulators that are used to attach the Participating TO-owned conductors to the Interconnection Customer-owned structure, and all structures and conductors from that point into the Colorado River Substation.

- (ii) Telecommunication OPGW: The Point of Change of Ownership shall be the point where the OPGW of the Colorado River-Genesis McCoy 220 kV Transmission Line is attached to the first structure located directly outside the Colorado River Substation property line.
- (iii) Telecommunication ADSS: The Point of Change of Ownership shall be the point where the ADSS from the Genesis Station and the ADSS from the McCoy Station are attached to the first structure located directly outside the Colorado River Substation property line. The Interconnection Customer shall own and maintain said structure. The Participating TO shall own and maintain all structures and cable from that point into the Colorado River Substation.

6. **Point of Interconnection:** The Participating TO's bus bar at the Colorado River Substation, which is the 220kV bus.

7. One-Line Diagram of Interconnection to Colorado River Substation:



8. Additional Definitions: For the purposes of these Appendices, the following terms, when used with initial capitalization, whether in the singular or the plural, shall have the meanings specified below:

(a) Accounting Practice: Generally Accepted Accounting Principles in the United States consistently applied to electric utility operations.

(b) Annual Tax Security Reassessment: In accordance with the directives of FERC Orders 2003-A and 2003-B associated with Article 5.17.4 of the LGIA, the annual

reassessment of the current tax liability, which will commence the first year after Interconnection Customer's in-service date.

- (c) Capital Additions: Any modifications to the Participating TO's Interconnection Facilities in accordance with Article 5.19 of the LGIA [or to the Interim WOD Project](#). Such modifications may be any Units of Property which are added to the Participating TO's Interconnection Facilities [or Interim WOD Project](#); the enlargement, modification or betterment of any Units of Property constituting a part of the Participating TO's Interconnection Facilities [or Interim WOD Project](#); or the replacement of any Units of Property constituting a part of the Participating TO's Interconnection Facilities [or Interim WOD Project](#), irrespective of whether such replacement constitutes an enlargement, modification or betterment of that which it replaces; the costs of which additions, enlargements, modifications, betterments or replacements in accordance with Accounting Practice would be capitalized and have not previously been included in the Interconnection Facilities Cost [or the Interim WOD Project Cost](#). If Capital Additions are required in order to benefit the Participating TO, or because of damage caused by negligence or willful misconduct of the Participating TO, then the Interconnection Customer will not bear cost responsibility for such Capital Additions, and no adjustment will be made to the Interconnection Facilities Cost [or Interim WOD Project Cost](#), and no Capital Additions Cost or One-Time Cost will be charged to the Interconnection Customer for such Capital Additions.
- (d) Colorado River Substation: Participating TO's proposed 500/220kV substation near Blythe, California to which the Devers-Palo Verde 500kV Transmission Line will be looped-in and which will be the eastern terminus of Participating TO's proposed Colorado River-Red Bluff No. 2 500kV line.
- (e) Construction Activities: Actions by the Participating TO that result in irrevocable financial commitments for the purchase of major electrical equipment or land for Participating TO's Interconnection Facilities or Network Upgrades assigned to the Interconnection Customer that occur after receipt of all appropriate governmental approvals needed for the Participating TO's Interconnection Facilities or Network Upgrades.
- (f) CPUC: The California Public Utilities Commission, or its regulatory successor.
- (g) Credit Support: Parent guarantee, letter of credit, surety bond, or other security meeting the requirements of Article 11.5 of the LGIA.
- (h) Customer-Financed Monthly Rate: The rate most recently adopted by the CPUC for application to the Participating TO's retail electric customers for added facilities, which does not compensate the Participating TO for replacement of added facilities. The currently effective Customer-Financed Monthly Rate is as provided in Section 17 of this Appendix A.

(i) Delivery Network Upgrades Cost: The Interconnection Customer's share of all costs, excluding One-Time Cost, determined by the Participating TO associated with the design, engineering, procurement, construction and installation of the Participating TO's Delivery Network Upgrades. The Delivery Network Upgrades Cost is provided in Section 16 of this Appendix A.

(j) Delivery Network Upgrades Payment: The sum of the Delivery Network Upgrades Cost and associated One-Time Cost. The Delivery Network Upgrades Payment is provided in Section 18 of this Appendix A.

~~(j)~~(k) Devers RAS: A new SPS that integrates additional generation tripping prior to opening of the AA Banks at Devers Substation. The Devers RAS is expected to be placed in service by June 1, 2014 and will replace the Modified West of Devers RAS.

~~(k)~~(l) Distribution Upgrades Cost: All costs, excluding ITCC and One-Time Cost, determined by the Participating TO associated with the design, engineering, procurement, construction and installation of the Distribution Upgrades. The Distribution Upgrades Cost is provided in Section 16 of this Appendix A.

~~(l)~~(m) Distribution Upgrades Payment: The sum of the Distribution Upgrades Cost and the associated One-Time Cost. The Distribution Upgrades Payment is provided in Section 18 of this Appendix A.

~~(m)~~(n) Genesis McCoy 220kV Switchyard: Interconnection Customer's 220kV switchyard to be located near Blythe, California in close proximity to the Colorado River Substation. The Genesis McCoy 220kV Switchyard will be configured in a ring bus and will connect the Genesis Station and the McCoy Station to the Colorado River Substation.

~~(n)~~(o) Genesis Station: Interconnection Customer's 250 MW solar thermal generating facility located near Desert Center, California. The Genesis Station is proposed to be the first of two sequences that comprise the Genesis McCoy Solar Project, a Phased Generating Facility.

~~(o)~~(p) Interconnection Facilities Charge: The monthly charge to the Interconnection Customer to recover the revenue requirements for the Participating TO's Interconnection Facilities, calculated as the product of the Customer-Financed Monthly Rate and the Interconnection Facilities Cost. The Interconnection Facilities Charge is provided in Section 17 of this Appendix A.

~~(p)~~(q) Interconnection Facilities Completion Date: The date upon which the construction of the Participating TO's Interconnection Facilities for the applicable First Sequence or Second Sequence is complete and such facilities are successfully tested and ready for service.

- ~~(q)~~(r) Interconnection Facilities Cost: All costs, excluding One-Time Cost, determined by the Participating TO associated with the design, engineering, procurement, construction and installation of the Participating TO's Interconnection Facilities. The Interconnection Facilities Cost is provided in Section 16 of this Appendix A.
- ~~(r)~~(s) Interconnection Facilities Payment: The sum of the Interconnection Facilities Cost and associated One-Time Cost. The Interconnection Facilities Payment is provided in Section 18 of this Appendix A.
- (t) ITCC: The ITCC is equal to the estimated tax liability described in Article 5.17.4 of the LGIA, and is the Income Tax Component of Contribution ~~described~~specified in the Preliminary Statement, Part M of the Participating TO's tariff on file with the CPUC, applicable to the Distribution Upgrades Cost, ~~and~~ Interconnection Facilities Cost, and Interim WOD Project Cost. The ITCC applicable to the Distribution Upgrades Cost, ~~and~~ Interconnection Facilities Cost, and Interim WOD Project Cost is described in Section 11 of this Appendix A and is shown in Section 16 and Section 18 of this Appendix A.
- (u) Interim WOD Project: The temporary transmission upgrade constructed, owned, operated and maintained by the Participating TO as an interim solution which enables the Genesis McCoy Solar Project, and other generating facilities described in Section 8 of Appendix C, to attain Full Capacity Deliverability Status for an interim period, until such time as the Participating TO's Delivery Network Upgrades are constructed and placed in service. The Interim WOD Project is primarily comprised of the installation of series reactor banks on the four existing 220kV transmission lines out of Devers Substation and an SPS to trip the Generating Facility output under certain contingencies as further described in Appendix A, Section 4(b).
- (v) Interim WOD Project Charge: The monthly charge to the Interconnection Customer to recover the revenue requirements for the Interim WOD Project, calculated as the product of the Customer-Financed Monthly Rate and the Interim WOD Project Cost. The Interim WOD Project Charge is provided in Section 17(b) of this Appendix A.
- (w) Interim WOD Project Completion Date: The date upon which the construction of the Interim WOD Project is complete and such facilities are successfully tested and placed in service.
- (x) Interim WOD Project Cost: All costs, excluding One-Time Cost, determined by the Participating TO associated with the design, engineering, procurement, construction and installation of the Interim WOD Project. The Interim WOD Project Cost is provided in Section 16 of this Appendix A.

(y) Interim WOD Project Letter Agreement: The agreement between Participating TO and Interconnection Customer executed on January 4, 2012, pursuant to which the Participating TO commenced expedited engineering, design, procurement, and construction activities related to the Interim WOD Project, designated as Service Agreement No. 117 under Participating TO's FERC Electric Tariff, Volume No. 6.

(z) Interim WOD Project Payment: The sum of the Interim WOD Project Cost and associated One-Time Cost. The Interim WOD Project Payment is provided in Section 18 of this Appendix A.

~~(s)~~

~~(t)~~(aa) Letter Agreements: The agreements between Participating TO and Interconnection Customer executed on i) April 28, 2010 under which Participating TO performed the Colorado River Substation expansion siting study, designated as Service Agreement No. 82 under Participating TO's FERC Electric Tariff, Volume 6; and ii) September 8, 2010 under which Participating TO performed expedited engineering, design, and procurement activities related to the Participating TO's Interconnection Facilities and Participating TO's Reliability Network Upgrades, designated as Service Agreement No. 88 under Participating TO's FERC Electric Tariff, Volume No. 6.

~~(u)~~(bb) Licensing Assessment: A preliminary analysis performed by the Participating TO at the request of the Interconnection Customer to determine the permitting and CPUC licensing requirements, if any, for a proposed interim upgrade west of Participating TO's Devers Substation that would provide the Genesis McCoy Solar Project a certain amount of Full Capacity Deliverability Status until such time as the Participating TO's Deliverability Network Upgrades can be constructed and placed in service.

~~(v)~~(cc) Licensing Assessment Cost: ~~Interconnection Customer's share, as ultimately determined by Participating TO by the number of projects requesting the Licensing Assessment, of a~~All costs determined by the Participating TO to be associated with the work performed to complete the Licensing Assessment. The Licensing Assessment Cost is provided in Section 16 of this Appendix A. The Licensing Assessment Cost is not capitalized and is not subject to ITCC.

~~(w)~~(dd) Licensing Assessment Payment: Interconnection Customer's payment for the Licensing Assessment Cost. The Licensing Assessment Payment is provided in Section 18 of this Appendix A.

(ee) McCoy Station: Interconnection Customer's 250 MW photovoltaic generating facility located near Blythe, California. The McCoy Station is proposed to be the second of two sequences that comprise the Genesis McCoy Solar Project, a Phased Generating Facility.

- ~~(x)~~(ff) Modified West of Devers RAS: The SPS currently in service under which the generating facility having CAISO Queue Position No. 3 is tripped, followed by opening of the AA Banks at Devers Substation, to mitigate overloads on the four existing 220kV lines out of Devers Substation, as such SPS is modified to integrate tripping of the Genesis Station. The Modified West of Devers RAS is expected to be approved, installed, tested, and placed in service by November 1, 2013 and is expected to be replaced by the Devers RAS in June 2014.
- ~~(y)~~(gg) One-Time Cost: All costs determined by the Participating TO associated with the installation of the Participating TO's Delivery Network Upgrades, Distribution Upgrades, Participating TO's Interconnection Facilities, Participating TO's Reliability Network Upgrades, Interim WOD Project, or Capital Additions which are not capitalized.
- ~~(z)~~(hh) Reliability Network Upgrades Cost: The Interconnection Customer's share of all costs, excluding One-Time Cost, determined by the Participating TO associated with the design, engineering, procurement, construction and installation of the Participating TO's Reliability Network Upgrades. The Reliability Network Upgrades Cost is provided in Section 16 of this Appendix A.
- ~~(aa)~~(ii) Reliability Network Upgrades Payment: The sum of the Reliability Network Upgrades Cost and associated One-Time Cost. The Reliability Network Upgrades Payment is provided in Section 18 of this Appendix A.
- ~~(bb)~~(jj) Removal Cost: The actual cost the Participating TO incurs for the removal of the Participating TO's Interconnection Facilities and the Interim WOD Project including any restoration costs associated with the removal of the Interim WOD Project, or any portion thereof which is calculated as the amount, if positive, of the costs of removal minus the salvage value of the Participating TO's Interconnection Facilities and Interim WOD Project.
- ~~(cc)~~(kk) Special Protection System ("SPS"): A system that reduces or trips generation under contingency outages to maintain system stability or to limit overloads on system facilities.
- ~~(dd)~~(ll) Tax Security: Interconnection Customer's provision of Security with respect to Interconnection Customer's tax indemnification obligations, provided in accordance with Article 5.17.3.
- ~~(ee)~~(mm) Units of Property: As described in FERC's "List of Units of Property for Use in Connection with Uniform System of Accounts Prescribed for Public Utilities and Licensees" in effect as of the date of this LGIA, and as such list may be amended from time to time.

9. Transmission Credits:

(a) No Congestion Revenue Rights or repayment will be made pursuant to Articles 11.4 and 11.4.1 of the LGIA for the Network Upgrades that are up-front financed by the Participating TO, unless financing for such Network Upgrades is later provided by the Interconnection Customer under Section 14(d) of this Appendix A.

(b) Interconnection Customer understands and acknowledges that the Interim WOD Project is intended to be installed as a temporary solution which enables the Genesis McCoy Solar Project, and other generating facilities described in Section 8 of Appendix C, to attain Full Capacity Deliverability Status for an interim period until the Participating TO's Delivery Network Upgrades are constructed and placed in service. Interconnection Customer also understands and acknowledges that the Participating TO intends to physically remove the Interim WOD Project from its transmission system following the date on which the Participating TO's Delivery Network Upgrades are constructed and placed in service. Accordingly, the Parties agree that, subject to Section 9(c) below, the Interim WOD Project shall not be considered a Network Upgrade and the Interim WOD Project Payments received from Interconnection Customer shall not be subject to refund in accordance with Article 11.4.1 of the LGIA.

(c) If, following the date on which the Participating TO's Delivery Network Upgrades are constructed and placed in service, the Participating TO, in consultation with the CAISO, determines, in their sole discretion, that any elements of the Interim WOD Project are to remain in service and become part of the CAISO Controlled Grid, then the Parties agree to further amend this LGIA to identify and reclassify any such elements as Network Upgrades and payments received for such elements will be subject to refund as follows.

(i) In the event such re-classification occurs within fifteen (15) years of the Interim WOD Project Letter Agreement execution date, then Participating TO will refund to the Interconnection Customer its share of the estimated net book value of those facilities which are re-classified as Network Upgrades. The refund shall exclude interest between the time the Participating TO received payment for the re-classified facilities and the time FERC accepts or approves the amended LGIA re-classifying such facilities. Any such refund shall be paid to the Interconnection Customer by the Participating TO either through 1) direct payments made on a levelized basis over the five-year period commencing on the date FERC accepts or approves the amended LGIA re-classifying such facilities; or 2) any alternative payment schedule that is mutually agreeable to the Interconnection Customer and Participating TO, provided that such amount is paid within five (5) years from the date FERC accepts or approves the amended LGIA re-classifying such facilities. Notwithstanding the foregoing, if this LGIA terminates within five (5) years from the Commercial Operation Date, the Participating TO's obligation to pay refunds to the Interconnection Customer shall cease as of the date of termination.

10. Security Amount for the Distribution Upgrades, Participating TO's

Interconnection Facilities, and Network Upgrades, and Interim WOD Project:

- (a) **Distribution Upgrades:** Pursuant to Article 11.5 and Appendix B of the LGIA, the Interconnection Customer shall provide Credit Support in the amount of \$0 to cover the costs for constructing, procuring and installing the Participating TO's Distribution Upgrades. The disposition of any released Credit Support shall be directed by the Interconnection Customer.
- (b) **Participating TO's Interconnection Facilities:** Pursuant to Section 9 of the GIP, Article 11.5 and Appendix B of the LGIA, the Interconnection Customer shall provide a total Credit Support in the amount of \$977,700 for the second posting and \$3,394,000 for the third posting to cover the costs for constructing, procuring and installing the Participating TO's Interconnection Facilities. The disposition of any released Credit Support shall be directed by the Interconnection Customer.
- (c) **Network Upgrades:** The Participating TO has received Abandoned Plant Approval, pursuant to the FERC order issued in *Southern California Edison Co.*, 134 FERC ¶ 61,181 (2011), and has committed to finance all Network Upgrades for the Cluster subject to Appendix A, Section 14(d), Table 1 of this LGIA. As the Participating TO has received Abandoned Plant Approval, the Interconnection Financial Security second and third postings are waived pursuant to the FERC Order Granting Waiver of Tariff Provisions in Docket No. ER10-1656-000, issued August 13, 2010 for such time as the Participating TO is responsible for financing the costs of such Network Upgrades under this LGIA. To the extent the Interconnection Customer has provided Credit Support related to the Network Upgrades prior to a determination of Abandoned Plant Approval, such Credit Support shall be released within thirty (30) Calendar Days following the Effective Date.
- (d) Participating TO's ability to draw on the Credit Support [for the Distribution Upgrades, Participating TO's Interconnection Facilities, and Network Upgrades](#) shall be governed by GIP Section 9.4 and Article 2.4 of this LGIA.
- (e) [Interim WOD Project: The Interconnection Customer has paid the Participating TO \\$41,336,000, in accordance with the Interim WOD Project Letter Agreement payment schedule. Therefore, the letter of credit for construction security provided by the Interconnection Customer pursuant to the Interim WOD Project Letter Agreement will be reduced accordingly on a dollar-for-dollar basis.](#)

[Interconnection Customer shall provide Credit Support for the Interim WOD Project Removal Cost in the amount of \\$1,926,000. Such Credit Support shall remain in effect until such time as the Participating TO has removed the Interim WOD Project and the Participating TO has received payment for the final invoice from Interconnection Customer for such removal in accordance with Section 15\(h\) of this Appendix A. Interconnection Customer's cash payment to the Participating TO pursuant to the Interim WOD Project Letter Agreement for the Interim WOD Project Removal Cost \(Payment No. 7 on June 28, 2013 in the amount of \\$1,926,000\) shall be applied towards the Credit Support due under this Section 10\(e\).](#)

(d) Participating TO shall have the right to draw on the Credit Support associated with the Interim WOD Project for any amounts due to Participating TO for the Interim WOD Project in the event that (a) Interconnection Customer's payments for the Interim WOD Project are less than the amount of Participating TO's expenses incurred; or (b) Interconnection Customer's dissolution or termination of existence; or (c) if any of the following actions or proceedings occur: Interconnection Customer's insolvency, becoming the subject of a petition in bankruptcy, either voluntary or involuntary, or in any other proceeding under federal bankruptcy laws; making an assignment for benefit of creditors, excluding any assignment for financing purposes; or being named in a suit for the appointment of a receiver.

11. Security Amount for Estimated Tax Liability:

~~11.~~(a) Pursuant to Article 5.17.4 of the LGIA, the Interconnection Customer's estimated tax liability for the Participating TO's Interconnection Facilities and Distribution Upgrades is as follows:

$(\text{Current Tax Rate} \times (\text{Gross Income Amount} - \text{Present Value of Tax Depreciation})) / (1 - \text{Current Tax Rate}) = 35\%$

Estimated tax liability for Distribution Upgrades = $35\% * \text{Distribution Upgrades Cost}$
 $= 35\% * (\$0) = \0

Estimated tax liability for Participating TO's Interconnection Facilities = $35\% * \text{Interconnection Facilities Cost}$
 $= 35\% * \$3,394,000 = \$1,187,900$

Interconnection Facilities Cost = \$3,394,000
 Distribution Upgrades Cost = \$0

Based upon the total estimated tax liability, the Interconnection Customer shall provide the Participating TO cash or a letter of credit in the amount of \$1,187,900 pursuant to Article 5.17.3 and Appendix B of the LGIA for the Participating TO's Interconnection Facilities and Distribution Upgrades.

For the Participating TO's Interconnection Facilities and Distribution Upgrades, Upon notification of the Annual Tax Security Reassessment, the Interconnection Customer shall modify its Tax Security accordingly. If the Annual Tax Security Reassessment results in a deficiency in the Tax Security amount, the Interconnection Customer will be required to increase its Tax Security amount within 30 days after receipt of the deficiency notification. If the Annual Tax Security Reassessment results in a reduction of the Tax Security amount, the Interconnection Customer may choose to reduce its Tax Security amount or maintain the Tax Security in the current amount for the following year.

The Annual Tax Security Reassessment will be calculated utilizing the following methodology:

1) Tax Assessment Event:

$((\text{Current Tax Rate} \times (\text{Gross income} - \text{NPV Tax Depreciation})) + \text{Interest}) / (1 - \text{Current Tax Rate})$

2) Subsequent Taxable Event:

$(\text{Current Tax Rate} \times (\text{Replacement Facility Cost} - \text{NPV Tax Depreciation})) / (1 - \text{Current Tax Rate})$

(b) The Interconnection Customer's estimated tax liability for the Interim WOD Project is as follows:

An aggregate tax rate of 25.3035% was derived using a methodology negotiated by the Participating TO and the Interconnection Customer that takes into account the expected temporary need and relatively short life span of the Interim WOD Project.

Estimated tax liability for the Interim WOD Project = 25.3035% * (Interim WOD Project Cost + associated Removal Cost) = 25.3035% * \$41,336,000 = \$10,459,465

The Interconnection Customer shall provide the Participating TO cash or a letter of credit in the amount of \$10,459,465 for the Interim WOD Project estimated tax liability. Pursuant to the Interim WOD Project Letter Agreement, the Interconnection Customer has provided a letter of credit in the amount of \$10,459,465, which shall be amended to reflect the terms of this LGIA and shall apply towards the estimated tax liability for the Interim WOD Project under this LGIA. Participating TO shall have the right to draw on the letter of credit in the event of (a) payments or property transfers made by the Interconnection Customer to the Participating TO for the installation of the Interim WOD Project are determined to be taxable, either as contributions to capital, or as a refundable advance, in accordance with the Internal Revenue Code and any applicable state income tax laws, or taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws; or (b) Interconnection Customer's dissolution or termination of existence; or (c) if any of the following actions or proceedings occur: Interconnection Customer's insolvency, becoming the subject of a petition in bankruptcy, either voluntary or involuntary, or in any other proceeding under federal bankruptcy laws; making an assignment for benefit of creditors, excluding any assignment for financing purposes; or being named in a suit for the appointment of a receiver.

12. Treatment of Partial Termination Charge Security:

- (a) **Amount:** The amount of the Partial Termination Charge Security shall equal \$3,491,575 for each 125 MW Electric Generating Unit that the Interconnection Customer elects to be eligible for Partial Termination. With respect to the

Phased Generating Facility, Interconnection Customer shall be entitled (upon providing the Partial Termination Charge Security to the CAISO) to secure Partial Termination rights with respect to Electric Generating Units 2, 3 and/or 4, which, if the Interconnection Customer secures Partial Termination rights to all three (3) Electric Generating Units comprising 375 MW, would result in a maximum Partial Termination Charge Security of \$10,474,725. The Interconnection Customer shall make its election and designation of the Electric Generating Unit(s) to be eligible for Partial Termination at the time of the Partial Termination Charge Security posting. The Parties acknowledge that Partial Termination shall not be available for Electric Generating Unit 1, and agree that Electric Generating Unit 1 shall not be the subject of a Partial Termination pursuant to this LGIA.

- (b) **Timing for Posting of Partial Termination Charge Security:** The entire amount of the Partial Termination Charge Security for all Electric Generating Units for which the Interconnection Customer elects to secure eligibility for Partial Termination shall be posted no later than thirty (30) Calendar Days following the Effective Date. In the event that the Interconnection Customer fails to timely post the Partial Termination Charge Security, then, as specified in Article 2.4.4, the provisions of this LGIA permitting Partial Termination shall not be operative and termination of this LGIA may only occur with respect to the entire Generating Facility.
- (c) **Reduction of Partial Termination Charge Security for Electric Generating Units that Achieve Commercial Operation Prior to Termination:** Within fifteen (15) Calendar Days following Commercial Operation of each 125 MW Electric Generating Unit for which Partial Termination has been secured but not exercised, the Partial Termination Charge Security shall be reduced by the amount of \$3,491,575. If the Interconnection Customer posts security in the form of a cash deposit, such cash funds shall be released and/or returned to the Interconnection Customer. If the Interconnection Customer posts another form of financial security of the type specified in CAISO GIP (CAISO Tariff Appendix Y) Section 9.1, the Parties shall cooperate and execute such necessary documents as to accomplish a replacement security in the lower amount or take other action necessary to accomplish the reduction in Partial Termination Charge Security.
- (d) **Liquidation of Partial Termination Charge Security for Failure to Achieve Commercial Operation:** If the Interconnection Customer has not achieved Commercial Operation of Electric Generating Units 2, 3 and/or 4 by the later of (i) eighty-four (84) months from the execution date of this LGIA or (ii) the in-service date of the Network Upgrades necessary to provide the entire Generating Facility with full deliverability (the "Outside Date"), the Participating TO shall have the right to (a) upon the mutual determination of the CAISO and the Participating TO that an event of Partial Termination has occurred and notice of the same is given as provided for in Article 2.4.4.2, request that the CAISO liquidate the Partial Termination Charge Security applicable to the Electric Generating Units that have not achieved Commercial Operation by the Outside Date, and (b) terminate this LGIA solely with respect to the Electric Generating Units that have not achieved Commercial Operation by the Outside Date, and apply the proceeds of the Partial Termination Charge as provided for in Article 2.4.4.5.

- (e) **Liquidation of Partial Termination Charge Security upon Partial Termination by the Interconnection Customer:** In the event that the Interconnection Customer exercises its Partial Termination rights pursuant to Article 2.4.4 of this LGIA, (a) the CAISO shall liquidate the Partial Termination Charge Security applicable to the Electric Generating Units that are subject to the Partial Termination and apply the proceeds of the Partial Termination Charge as provided for in Article 2.4.4.5, and (b) this LGIA shall be terminated solely with respect to the Electric Generating Units for which Partial Termination has been exercised.
- (f) **Liquidation of the Partial Termination Charge Security upon Default for Failure to Meet a Milestone:** In the event the Interconnection Customer fails to cure a Breach of any one of the milestones specified in Table 1 under Section 14(d) below and the Participating TO declares a Default under Article 17 of this LGIA, the Participating TO shall have the right to (a) upon mutual determination of the CAISO and the Participating TO that an event of Partial Termination has occurred and notice of the same is given as provided for in Article 2.4.4.2, request that the CAISO liquidate the Partial Termination Charge Security applicable to the Electric Generating Units that have not achieved Commercial Operation, and (b) terminate this LGIA solely with respect to the Electric Generating Units that have not achieved Commercial Operation, and apply the proceeds of the Partial Termination Charge as provided for in Article 2.4.4.5.

13. Removal of the Participating TO's Interconnection Facilities and Interim WOD Project:

(a) Following termination of the LGIA, the Participating TO will remove the Participating TO's Interconnection Facilities from service to the Interconnection Customer pursuant to Article 2.5 of the LGIA. On or before the date one year following termination of the LGIA, the Participating TO shall notify the Interconnection Customer whether the Participating TO intends to physically remove the Participating TO's Interconnection Facilities, or any part thereof. If the Participating TO intends to physically remove the Participating TO's Interconnection Facilities, or any part thereof, then the Participating TO shall physically remove such facilities within two years from the date of notification of intent, and the Interconnection Customer shall pay the Removal Cost. If the Participating TO does not intend to physically remove the Participating TO's Interconnection Facilities, or any part thereof, then the Interconnection Customer shall have no obligation to pay such Removal Cost.

~~13.~~(b) Unless otherwise determined by the Participating TO and the CAISO in accordance with Section 9(c) of this Appendix A, the Participating TO will physically remove the Interim WOD Project and restore the transmission system following the date on which Participating TO's Delivery Network Upgrades are completed and placed in service. Prior to removing the Interim WOD Project, or any part thereof, the Participating TO shall notify the Interconnection Customer in regards to the facilities to be removed and develop, within 90 Calendar Days of

such notification, a mutually acceptable disposition or recycling plan which may include transferring ownership of any removed facilities from the Participating TO to the Interconnection Customer. Interconnection Customer shall pay the Interim WOD Project Removal Cost, and any costs associated with the transfer of ownership of such facilities from the Participating TO to the Interconnection Customer ("Ownership Transfer Cost") if any such transfer occurs. No transfer of ownership shall operate to convert or reclassify any portion of the Interim WOD Project to Network Upgrades.

14. Charges:

- (a) The Interconnection Customer shall pay to the Participating TO the following charges in accordance with the LGIA: (i) Distribution Upgrades Payment; (ii) Delivery Network Upgrades Payment, if applicable; (iii) Interconnection Facilities Payment; (iv) Reliability Network Upgrades Payment, if applicable; (v) Licensing Assessment Payment; (vi) Interim WOD Project Payment; (vii) payments for any Capital Additions; (viii) Interconnection Facilities Charge; (ix) Interim WOD Project Charge; (xvii) any reimbursable FERC fees pursuant to Section 15(ig) of this Appendix A; (vxi) Removal Cost pursuant to Article 2.4.3 of the LGIA and Sections 15(gf) and 15(h) of this Appendix A; (xii) Ownership Transfer Costs pursuant to Section 13(b) of this Appendix A, if applicable; (ixiii) termination charges pursuant to Article 2.4 of the LGIA, provided that 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; (xiv) disconnection costs pursuant to Article 2.5 of the LGIA; and (xvi) suspension costs pursuant to Article 5.16 of the LGIA; and (xii) Licensing Assessment Payment.
- (b) The Distribution Upgrades Cost, Delivery Network Upgrades Cost, Interconnection Facilities Cost, Reliability Network Upgrades Cost, associated One-Time Cost, Removal Cost, ~~and~~ Licensing Assessment Cost, and Interim WOD Project Cost shall be compiled in accordance with Accounting Practice.
- (c) If, during the term of the LGIA, the Participating TO executes an agreement to provide service to another entity (other than for retail load) which contributes to a need for the Participating TO's Interconnection Facilities, the charges due hereunder may be adjusted to appropriately reflect such service based on the Participating TO's cost allocation principles in effect at such time, and shall be subject to FERC's approval.
- (d) The Participating TO commits to up-front finance the cost of the Network Upgrades including the associated One-Time Cost specifically identified in Section 2 of this Appendix A to the LGIA, contingent upon the continued achievement of the Milestones and Decisions Points, as described in Table 1 below, by the Interconnection Customer, as such Milestones and Decision Points

may be adjusted pursuant to Option 2 of Table 2B below or a suspension pursuant to Article 5.16 of this LGIA.

Table 1: Participating TO and Interconnection Customer Milestones and Decision Points

The milestones in this Table 1 and in Appendix B, Section 2 reflect that the Interconnection Customer has designated Genesis Station as the First Sequence and McCoy Station as the Second Sequence. The Parties agree that the Interconnection Customer may re-designate McCoy Station as the First Sequence and Genesis Station as the Second Sequence subject to the Interconnection Customer providing written notice of such re-designation to the CAISO and the Participating TO by no later than February 1, 2012. Following such re-designation, the Partial Termination Charge Security would remain applicable to Electric Generating Unit 2 of the First Sequence and Electric Generating Units 3 & 4 of the Second Sequence.

Group 1 Milestones and Decision Point #1 for the First Sequence-Genesis Station	
Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none"> Participating TO commences final design and engineering of Participating TO's Interconnection Facilities for the First Sequence-Genesis Station and Participating TO's Reliability Network Upgrades. 	<ul style="list-style-type: none"> Interconnection Customer secures final Site Exclusivity as defined in the GIP for the Genesis Station. Interconnection Customer has provided Interconnection Financial Security in accordance with Section 9 of the GIP (CAISO Tariff Appendix Y) and applicable FERC orders.
<p>DECISION POINT #1: Following Participating TO's written notification of Participating TO's completion of all of its Group 1 milestones, the Interconnection Customer must demonstrate that it has completed all of its Group 1 milestones within ninety (90) Calendar Days of the Participating TO's notification. Parties exercise options as outlined in Table 2.</p>	

Group 2 Milestones and Decision Point #2 for the First Sequence-Genesis Station	
Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none"> Participating TO secures all required permits, licenses, and property rights for the Participating TO's Interconnection Facilities for the First Sequence-Genesis Station and Participating TO's Reliability Network Upgrades. 	<ul style="list-style-type: none"> Interconnection Customer secures all permits, licenses, and Site Exclusivity required for the construction of the First Sequence-Genesis Station and Interconnection Customer's Interconnection Facilities for the Genesis Station.
<p>DECISION POINT #2: Following Participating TO's written notification of Participating TO's completion of all of its Group 2 milestones, the Interconnection Customer must demonstrate that it has completed all of its Group 2 milestones within ninety (90) Calendar Days of the Participating TO's notification. Parties exercise options as outlined in Table 2.</p>	

Group 3 Milestones and Decision Point #3 for the First Sequence-Genesis Station	
Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none"> Participating TO completes final design and engineering for the Participating TO's Interconnection Facilities for the First Sequence-Genesis Station and Participating TO's Reliability Network Upgrades. 	<ul style="list-style-type: none"> Interconnection Customer selects Engineering, Procurement and Construction ("EPC") contractor for the First Sequence-Genesis Station. If the Interconnection Customer elects to self-build the project, an engineering services firm will be engaged and contracts for procurement of long lead/major equipment for one Electric Generating Unit of the First Sequence-Genesis Station will be executed. Interconnection Customer secures 100% of financing, or its board approval if financing is carried on Interconnection Customer's balance sheet, to construct at least one Electric Generating Unit of the First Sequence-Genesis Station and the Interconnection Customer's Interconnection Facilities for the Genesis Station. <p>Note: If Interconnection Customer has elected Partial Termination of Electric Generating Unit 2 of the First Sequence-Genesis Station, then the Participating TO shall have the right, at its sole discretion, not to commence any Construction Activities for any Participating TO's Delivery Network Upgrades required solely for Electric Generating Unit 2 of the First Sequence-Genesis Station.</p>
<p>DECISION POINT #3: Following Participating TO's written notification of Participating TO's completion of all of its Group 3 milestones, the Interconnection Customer must demonstrate that it has completed all of its Group 3 milestones within ninety (90) Calendar Days of</p>	

the Participating TO's notification. Parties exercise options as outlined in Table 2.

Group 4 Milestones and Decision Point #4 for the First Sequence Genesis Station	
Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none"> Participating TO commences Construction Activities of the Participating TO's Reliability Network Upgrades 	<ul style="list-style-type: none"> Interconnection Customer commences construction of at least one Electric Generating Unit of the First Sequence-Genesis Station and the Interconnection Customer's Interconnection Facilities for the Genesis Station.
<p>DECISION POINT #4: Following Participating TO's written notification of Participating TO's completion of all of its Group 4 milestones, the Interconnection Customer must demonstrate that it has completed all of its Group 4 milestones within thirty (30) Calendar Days of the Participating TO's notification. Parties exercise options as outlined in Table 2.</p>	

Group 5 Milestones and Decision Point #5 for the First Sequence-Genesis Station

Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none"> • Participating TO energizes the Participating TO's Reliability Network Upgrades, enabling Commercial Operation of the Phased Generating Facility (Participating TO shall inform the Interconnection Customer at least ninety (90) Calendar Days prior to such energization date whether the Participating TO's Reliability Network Upgrades will be completed as estimated by the Participating TO). 	<ul style="list-style-type: none"> • Interconnection Customer achieves Initial Synchronization Date for at least one Electric Generating Unit of the First Sequence-Genesis Station. • Interconnection Customer commences generating electricity for sale, excluding electricity generated during Trial Operation, of at least one Electric Generating Unit of the First Sequence-Genesis Station.
<p>DECISION POINT #5: Following Participating TO's written notification of Participating TO's completion of all of its Group 5 milestones, the Interconnection Customer must demonstrate that it has completed all of its Group 5 milestones within one hundred fifty (150) Calendar Days of the Participating TO's notification. Parties exercise options as outlined in Table 2.</p>	

Group 1 Milestones and Decision Point #1 for the Second Sequence-McCoy Station	
Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none"> Participating TO commences final design and engineering of the Participating TO's Interconnection Facilities for the Second Sequence-McCoy Station and Participating TO's Delivery Network Upgrades. 	<ul style="list-style-type: none"> Interconnection Customer secures final site exclusivity for the Second Sequence-McCoy Station by filing form SF299 with the Bureau of Land management (BLM). BLM shall deem the Interconnection Customer "first in line" to develop a solar energy generating facility on said public lands. The Interconnection Customer will also file a Plan of Development for the McCoy Station, approved by the BLM. Interconnection Customer has provided Interconnection Financial Security in accordance with Section 9 of the GIP (CAISO Tariff Appendix Y) and applicable FERC Orders.
<p>DECISION POINT #1: Following Participating TO's written notification of Participating TO's completion of all of its Group 1 milestones, the Interconnection Customer must demonstrate that it has completed all of its Group 1 milestones within ninety (90) Calendar Days of the Participating TO's notification. Parties exercise options as outlined in Table 2.</p>	

Group 2 Milestones and Decision Point #2 for the Second Sequence-McCoy Station	
Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none"> Participating TO secures all permits, licenses, and property rights for the Participating TO's Interconnection Facilities for the Second Sequence-McCoy Station and Participating TO's Delivery Network Upgrades. 	<ul style="list-style-type: none"> Interconnection Customer secures a Draft Environmental Impact Statement/Environmental Impact Report from the appropriate state and federal agencies granting the permits, licenses, and property rights required for the construction of the Second Sequence-McCoy Station and Interconnection Customer's Interconnection Facilities for the Second Sequence-McCoy Station.
<p>DECISION POINT #2: Following Participating TO's written notification of Participating TO's completion of all of its Group 2 milestones, which notification by Participating TO shall be no earlier than June 1, 2014, the Interconnection Customer must demonstrate that it has completed all of its Group 2 milestones within ninety (90) Calendar Days of the Participating TO's notification. Parties exercise options as outlined in Table 2.</p>	
Group 3 Milestones and Decision Point #3 for the Second Sequence-McCoy Station	
Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none"> Participating TO completes final design and engineering for the Participating TO's Interconnection Facilities for the Second Sequence-McCoy Station, and Participating TO's Delivery Network Upgrades. Participating TO notifies Interconnection Customer that Participating TO is prepared to commence Construction Activities within ninety (90) Calendar Days. 	<ul style="list-style-type: none"> Interconnection Customer secures and retains all permits, licenses, and Site Exclusivity required for the construction of the Second Sequence-McCoy Station and Interconnection Customer's Interconnection Facilities for the Second Sequence-McCoy Station. Interconnection Customer executes contracts for Engineering, Procurement and Construction ("EPC") contractor for the Second Sequence-McCoy Station. If the Interconnection Customer elects to self-build the project, an engineering services firm will be

	<p>engaged and contracts for procurement of long lead/major equipment for one Electric Generating Unit of the Second Sequence-McCoy Station will be executed.</p> <ul style="list-style-type: none"> • Interconnection Customer secures 100% of financing, or its board approval if financing is carried on Interconnection Customer's balance sheet, to construct at least one Electric Generating Unit of the Second Sequence-McCoy Station and the Interconnection Customer's Interconnection Facilities for the McCoy Station. <p>Note: If Interconnection Customer has elected Partial Termination of the Second Sequence-McCoy Station, then the Participating TO is under no obligation to commence Construction Activities for any Participating TO's Delivery Network Upgrades associated with the Second Sequence-McCoy Station.</p>
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DECISION POINT #3: Following Participating TO's written notification of Participating TO's completion of all of its Group 3 milestones, which such notice by Participating TO shall be no earlier than September 1, 2014, the Interconnection Customer must demonstrate that it has completed all of its Group 3 milestones within ninety (90) Calendar Days of the Participating TO's notification. Parties exercise options as outlined in Table 2.

Group 4 Milestones and Decision Point #4 for the Second Sequence

Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none"> • Participating TO commences Construction Activities of the Participating TO's Delivery Network Upgrades. • Participating TO provides two (2) written notices to Interconnection 	<ul style="list-style-type: none"> • Upon Participating TO's notice that it has commenced Construction Activities of the Participating TO's Delivery Network Upgrades, Interconnection Customer shall (1) have entered into, and retain, a

<p>Customer: (1) upon commencing Construction Activities of Participating TO's Delivery Network Upgrades; and (2) within 12 months prior to completion of Participating TO's Delivery Network Upgrades.</p>	<p>power purchase agreement that requires the McCoy Station to achieve Commercial Operation by no later than December 31, 2017 and; 2) relinquish Interconnection Customers right, from that point forward, to Partial Termination for the Second Sequence McCoy Station.</p> <ul style="list-style-type: none"> • Upon receipt of Participating TO's notice informing Interconnection Customer that it estimates to complete construction of Participating TO's Delivery Network Upgrades within twelve (12) months, Interconnection Customer shall commence construction of at least one Electric Generating Unit of the Second Sequence-McCoy Station and the Interconnection Customer's Interconnection Facilities for the McCoy Station.
<p>DECISION POINT #4: Following Participating TO's written notification of Participating TO's completion of all of its Group 4 milestones, the Interconnection Customer must demonstrate that it has completed each of its Group 4 milestones within ninety (90) Calendar Days of the Participating TO's applicable notification. Parties exercise options as outlined in Table 2.</p>	
<p>Group 5 Milestones and Decision Point #5 for the Second Sequence</p>	
<p>Participating TO Milestone</p>	<p>Interconnection Customer Milestone</p>
<ul style="list-style-type: none"> • Participating TO energizes the Participating TO's Delivery Network Upgrades. 	<ul style="list-style-type: none"> • Interconnection Customer achieves Initial Synchronization Date for at least one Electric Generating Unit of the Second Sequence-McCoy Station. • Interconnection Customer commences generating electricity for sale, excluding electricity generated during Trial Operation, of at least one Electric Generating Unit of the Second Sequence-

	McCoy Station.
<p>DECISION POINT #5: Following Participating TO's written notification of Participating TO's completion of all of its Group 5 milestones, the Interconnection Customer must demonstrate that it has completed all of its Group 5 milestones within ninety (90) Calendar Days of the Participating TO's notification. Parties exercise options as outlined in Table 2.</p>	

Table 2: Actions by the Parties at each Decision Point:*Table 2A- Participating TO:*

At each Decision Point as set forth in Table 1 above, if the Interconnection Customer is current in meeting its milestones set forth in Table 1 above (as such milestones may be adjusted due to the Interconnection Customer exercising option 2 in Table 2B below), the Participating TO shall confirm its commitment to finance Network Upgrades for the applicable sequence for which the milestones have been met.

If the Interconnection Customer is not current in meeting its milestones as set forth in Table 1 (as such milestones may be adjusted due to the Interconnection Customer exercising option 2 in Table 2B below or its suspension rights under Article 5.16 of this LGIA), the Participating TO has the following additional options:

- 1) Confirm its commitment to finance the Network Upgrades (but have no obligation to do so).
- 2) Discontinue its commitment to finance the Network Upgrades, in which case the Network Upgrades may then be financed by the Interconnection Customer pursuant to Section 14(h) of Appendix A.
- 3) Extend the applicable deadline for Interconnection Customer to satisfy the milestone requirement.
- 4) Terminate the LGIA, subject to the termination and Partial Termination provisions in this LGIA.
- 5) Other actions mutually agreeable to both parties.

The Participating TO will provide written notification to the Interconnection Customer of the option selected.

If the Interconnection Customer's permits, licenses, and Site Exclusivity required pursuant to the Group 3 Milestones above for the construction of the Second Sequence-McCoy Station are later suspended or held in abeyance for any reason, the Participating TO shall have the right, at its sole discretion and upon five (5) Calendar Days written notice, to suspend any Construction Activities for Participating TO's Delivery Network Upgrades required solely for the Second Sequence-McCoy Station and shall not be obligated to resume such Construction Activities until such permits, licenses and Site Exclusivity are reinstated.

Table 2B – Interconnection Customer:

At each Decision Point as set forth in Table 1 above, if the Participating TO is current in meeting its milestones in Table 1 above, the Interconnection Customer

shall confirm its commitment to develop its Generating Facility.

If the Participating TO is not current in meeting its milestones as set forth in Table 1, the Interconnection Customer has the following additional options:

- 1) Continue to develop the Electric Generating Units for which the milestone has not been met (but have no obligation to do so).
- 2) Adjust its development milestones for the applicable Electric Generating Units in Table 1 above, on a day-for-day basis, as appropriate, to the Participating TO's new timetable(s).
- 3)
 - (a) If the Participating TO is not current in meeting its milestones with respect to the First Sequence-Genesis Station, the Interconnection Customer shall have the right to (1) terminate the LGIA in its entirety, with resulting disconnection of the First Sequence-Genesis Station, and cause the refund of the Partial Termination Charge Security in full to Interconnection Customer, or (2) invoke Partial Termination of this LGIA with respect to Electric Generating Unit 2 pursuant to Article 2.4.4, provided that the Interconnection Customer has previously posted Partial Termination Charge Security for Unit 2.
 - (b) If the Participating TO is not current in meeting its milestones with respect to the Second Sequence-McCoy Station, the Interconnection Customer shall have the right to invoke Partial Termination of this LGIA in accordance with Article 2.4.4 with respect to either or both Electric Generating Units within the Second Sequence-McCoy Station
- 4) Terminate this LGIA, subject to termination and Partial Termination provisions in this LGIA.
- 5) Other actions mutually agreeable to both parties.

The Interconnection Customer will provide written notification to the Participating TO of the option selected.

* The termination provisions provided above (option 3(a) and (b)) reflect that the Interconnection Customer may invoke a Partial Termination under Section 2.4.4 with respect to those Electric Generating Units for which the Interconnection Customer has previously provided Partial Termination Charge Security, which right of Partial Termination is alternative to the Interconnection Customer's choice of termination of the entire LGIA under Article 2.3 of this LGIA.

If the Participating TO is unable to complete the Network Upgrades necessary to provide full deliverability to the entire Generating Facility, the Participating TO shall use commercially Reasonable Efforts to pursue alternatives to provide full deliverability to the entire Generating Facility.

If, within seventy-two (72) months of the Effective Date of the LGIA, the Participating TO has not (i) commenced construction of the West of Devers Network Upgrades or (ii) made commercially Reasonable Efforts to provide an alternative solution for ensuring timely Full Capacity Deliverability Status for the Generating Facility, and either (a) the Interconnection Customer is in default of a

power purchase agreement or cannot perform under a power purchase agreement as a result thereof, or (b) the Parties otherwise reasonably agree that the Interconnection Customer has been harmed as a result of the Participating TO's failure to complete the West of Devers Network Upgrades (or otherwise provide Full Capacity Deliverability Status for the Generating Facility) in a timely manner, then the Interconnection Customer shall have the right to invoke a Partial Termination of this LGIA with respect to the Electric Generating Units that the Interconnection Customer reasonably demonstrates to the other Parties it is unable to construct. If Partial Termination is exercised under the terms of the foregoing sentence, the Participating TO and the CAISO shall return the Partial Termination Charge Security applicable to such terminated Electric Generating Units to the Interconnection Customer. Any Partial Termination exercised by the Interconnection Customer, other than in accordance with this paragraph, shall result in the CAISO and the Participating TO liquidating the Partial Termination Charge Security applicable to the terminated Electric Generating Units in accordance with Article 2.4.4.5 of this LGIA.

- (e) The determination of whether the Interconnection Customer has met its milestones outlined in Table 1 under Section 14(d) above shall be at the sole discretion of the Participating TO. The determination of whether the Participating TO has met its milestones outlined in Table 1 under Section 14(d) above shall be at the sole discretion of the Interconnection Customer. If there is a dispute as to whether the Interconnection Customer or Participating TO has met a milestone required in Table 1 under Section 14(d) above, such dispute shall be resolved pursuant to Article 27 of the LGIA.
- (f) The Participating TO is under no obligation to finance other network upgrades if the Network Upgrades are modified pursuant to the GIP and such modification results in the Participating TO having to reaffirm Abandoned Plant Approval for the modified Network Upgrades. The Participating TO may seek reaffirmation of Abandoned Plant Approval for any modified Network Upgrades, at its sole discretion. If (i) the reaffirmation of Abandoned Plant Approval for the modified Network Upgrades is not received within six (6) months (or such longer period mutually agreed to by the Parties) of applying for such reaffirmation, or (ii) the Participating TO does not seek reaffirmation of Abandoned Plant Approval, the Parties agree to amend this LGIA
- (g) With the exception of Interconnection Customer exercising its Partial Termination rights pursuant to Article 2.4.4, if the Interconnection Customer does not meet any one of the milestones specified in Table 1 under Section 14(d) above (as such milestones may be adjusted due to the Interconnection Customer exercising option 2 in Table 2B above or its suspension rights under Article 5.16 of this LGIA), this failure shall be considered a Breach of this LGIA, subject to the

Default and Right to Terminate provisions under Article 17 of this LGIA and the provisions of Section 12(f) of this LGIA. Each milestone in Table 1 of Section 14(d) shall be subject to the Force Majeure provisions of this LGIA.

- (h) Notwithstanding anything to the contrary in Table 2A under Section 14(d), Interconnection Customer shall not be in Breach of this LGIA, and the Participating TO shall not have the right to terminate this LGIA, as a result of the Interconnection Customer missing a milestone in Table 1 under Section 14(d), provided that the Parties: (i) reasonably and in good faith negotiate an amendment of this LGIA to provide for Interconnection Customer-financing of the Network Upgrades; and (ii) reach agreement on such amendment within sixty (60) Calendar Days after Participating TO's notification of its having exercised option 2 or 4 under Table 2A of Appendix A.
- (i) Each Party shall provide the other Party with a monthly status report, including all supporting documentation, to verify that Party's progress on the milestones outlined in Table 1 under Section 14(d) above.
- (j) At no time will the Participating TO require payment from the Interconnection Customer for any Network Upgrades for which Abandoned Plant Approval has been obtained, provided that the costs of such Network Upgrades are incurred while the Interconnection Customer is current with meeting its development milestones pursuant to Section 14(d).

15. Supplemental Billing and Payment Provisions:

- (a) Pursuant to Article 12.1 of the LGIA, the Participating TO shall submit to the Interconnection Customer invoices due for the preceding month for the Distribution Upgrades Payment, Delivery Network Upgrades Payment, Interconnection Facilities Payment, Reliability Network Upgrades Payment, ~~and~~ Licensing Assessment Payment [and Interim WOD Project Payment](#).
- (b) Pursuant to Article 10.5 of the LGIA, commencing on or following the Interconnection Facilities Completion Date for the applicable First Sequence and Second Sequence, each month the Participating TO will render bills to the Interconnection Customer for the applicable Interconnection Facilities Charge. The Interconnection Facilities Charge payments shall initially be based on the estimated Interconnection Facilities Cost as specified in Section 16 of this Appendix A, and shall be subject to later adjustment pursuant to Section 15.(b)(i) and 15.(b)(ii). The Interconnection Facilities Charge for the first and last month of service hereunder shall be pro-rated based on the number of Calendar Days in which service was provided during said months.
 - (i) If the amounts paid for the Interconnection Facilities Charge are less than the amounts due for the Interconnection Facilities Charge as determined from the actual recorded Interconnection Facilities Cost, Participating TO will bill

- Interconnection Customer the difference between the amounts previously paid by Interconnection Customer and the amounts which would have been paid based on actual recorded costs, without interest, on the next regular billing.
- (ii) If the amounts paid for the Interconnection Facilities Charge are greater than the amounts due for the Interconnection Facilities Charge as determined from the actual recorded Interconnection Facilities Cost, Participating TO will credit Interconnection Customer the difference between the amounts previously paid by Interconnection Customer and the amounts which would have been paid based on actual recorded costs, without interest, on the next regular billing.
- (c) In the event that any portion of Participating TO's Interconnection Facilities is not complete but, at the request of Interconnection Customer, Participating TO commences Interconnection Service under this LGIA notwithstanding the incomplete facilities, Participating TO shall commence billing, and Interconnection Customer shall pay, the Interconnection Facilities Charge commencing on the date that such service commences.
- (d) Commencing on or following the Interim WOD Project Completion Date, each month the Participating TO will render bills to the Interconnection Customer for the Interim WOD Project Charge. The Interim WOD Project Charge payments shall initially be based on the estimated Interim WOD Project Cost as specified in Section 16 of this Appendix A, and shall be subject to later adjustment pursuant to Sections 15.(d)(i) and 15.(d)(ii). The Interim WOD Project Charge for the first and last month of service hereunder shall be pro-rated based on the number of Calendar Days in which service was provided during said months.
- (i) If the amounts paid for the Interim WOD Project Charge are less than the amounts due for the Interim WOD Project Charge as determined from the actual recorded Interim WOD Project Cost, the Participating TO will bill Interconnection Customer the difference between the amounts previously paid by Interconnection Customer and the amounts which would have been paid based on actual recorded costs, without interest, on the next regular billing.
- (ii) If the amounts paid for the Interim WOD Project Charge are greater than the amounts due for the Interim WOD Project Charge as determined from the actual recorded Interim WOD Project Cost, the Participating TO will credit Interconnection Customer the difference between the amounts previously paid by Interconnection Customer and the amounts which would have been paid based on actual recorded costs, without interest, on the next regular billing.
- (e)

- ~~(d)~~(e) In accordance with Article 5.19.3 of the LGIA, the Participating TO shall submit to the Interconnection Customer invoices due for the preceding month for the payments due for Capital Additions, if any.
- (i) For Capital Additions that are the cost responsibility of the Interconnection Customer, prior to commencing work, the Participating TO will provide at least sixty (60) Calendar Days advance written notification to the Interconnection Customer, except that, at the Participating TO's sole discretion, the Participating TO may commence the work on the Capital Additions with either shorter advance written notification or written notification after the work has commenced if the Participating TO determines that the Capital Additions are required in accordance with safety or regulatory requirements or to preserve system integrity or reliability. The written notification will include the estimated cost of the Capital Additions, and the amount of and due date for the security, if any, required to be paid by the Interconnection Customer sufficient to cover the costs for constructing, procuring and installing the Capital Additions consistent with the applicable terms of Article 11.5 of the LGIA.
- (ii) Except as provided in Section 8(~~cb~~) above, if certain Participating TO's Interconnection Facilities or certain facilities that comprise the Interim WOD Project are removed to accommodate Capital Additions and such removal results in a change in the Interconnection Facilities Cost or the Interim WOD Project Cost, the Interconnection Facilities Charge or Interim WOD Project Charge, as applicable, shall be adjusted as of the in-service date of such Capital Additions to reflect the change in the Interconnection Facilities Cost or Interim WOD Project Cost.
- (iii) Except as provided in Section 8(~~cb~~) above, if Capital Additions result in an increase in the Interconnection Facilities Cost or the Interim WOD Project Cost, then the Interconnection Facilities Charge or Interim WOD Project Charge, as applicable, shall be adjusted as of the in-service date of such Capital Additions to reflect the change in such costs.
- ~~(e)~~(f) As soon as reasonably practicable, but within twelve (12) months after the in-service date of any Capital Additions, the Participating TO shall provide an invoice of the final cost of the construction of the Capital Additions 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 Capital Additions 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 Capital Additions, 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.

(g) If, in accordance with the removal of the Participating TO's Interconnection Facilities specified in Section 13(a) above, the Participating TO decides to physically remove the Participating TO's Interconnection Facilities, or any part thereof, the Participating TO shall render a bill to the Interconnection Customer for the Removal Cost. The Interconnection Customer shall pay the Removal Cost in accordance with Article 2.4.3 of the LGIA. Such billing shall initially be based on the Participating TO's estimate of the Removal Cost. Within twelve (12) months following the removal of the Participating TO's Interconnection Facilities, or any part thereof, the Participating TO shall determine the actual Removal Cost 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 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.

(f)(h) Following the date that the Participating TO's Delivery Network Upgrades are constructed and placed in service but before the Participating TO removes the Interim WOD Project, or any part thereof, Participating TO shall render a bill to the Interconnection Customer for the Interim WOD Project Removal Cost and any Ownership Transfer Cost. Interconnection Customer shall pay such bill in accordance with Article 2.4.3. Such billing shall initially be based on the Participating TO's estimate of the Interim WOD Project Removal Cost and any Ownership Transfer Cost, which is currently \$1,926,000 as shown in Section 16 of this Appendix A. Within twelve (12) months following the removal of the Interim WOD Project, or any part thereof, the Participating TO shall determine the actual Interim WOD Project Removal Cost and the Ownership Transfer Cost 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 and Ownership Transfer Cost exceeds the actual Removal Cost and Ownership Transfer Cost within thirty (30) Calendar Days of the issuance of such final invoice; or, in the event the actual Removal Cost and Ownership Transfer Cost exceeds the Interconnection Customer's payment for the estimated Removal Cost and Ownership Transfer Cost, then the Interconnection Customer shall pay to the Participating TO any amount by which the actual Removal Cost and Ownership Transfer Cost exceeds the payment by the Interconnection Customer

17. Interconnection Facilities Charge & Interim WOD Project Charge:

(a) Interconnection Facilities Charge = Customer-Financed Monthly Rate x
(Interconnection Facilities Cost)

Effective	Customer-Financed Monthly Rate	Estimated		Actual	
		Interconnection Facilities Cost	Interconnection Facilities Charge	Interconnection Facilities Cost	Interconnection Facilities Charge
As of the Interconnection Facilities Completion Date for the applicable sequence – 12/31/12, if Interconnection Facilities Completion Date is prior to or on 12/31/12	0.38%	First Sequence : \$3,394,000 Second Sequence: \$ TBD*	First Sequence: \$12,897.20 Second Sequence: \$ TBD*	[to be inserted after true-up]	[to be inserted after true-up]
01/01/13 – Present, if Interconnection Facilities Completion Date for the applicable sequence is prior to 1/1/13	0.39%	First Sequence : \$3,394,000 Second Sequence: \$ TBD*	First Sequence: \$13,236.60 Second Sequence: \$ TBD*	[to be inserted after true-up]	[to be inserted after true-up]
As of the Interconnection Facilities Completion Date for the applicable sequence, if Interconnection Facilities Completion Date is on or after 1/1/13	0.39%	First Sequence : \$3,394,000 Second Sequence: \$ TBD*	First Sequence: \$13,236.60 Second Sequence: \$ TBD*	[to be inserted after true-up]	[to be inserted after true-up]

* The portion of the Interconnection Facilities Cost that will be applicable to the Second Sequence, for the purpose of calculating the Interconnection Facilities Charge, will be determined based on the timing of facilities installed as required to accommodate phasing of the First and Second Sequences.

(b) Interim WOD Project Charge = Customer-Financed Monthly Rate x (Interim WOD Project Cost)*

<u>Effective</u>	<u>Customer-Financed Monthly Rate</u>	<u>Estimated</u>		<u>Actual</u>	
		<u>Interim WOD Project Cost</u>	<u>Interim WOD Project Charge</u>	<u>Interim WOD Project Cost</u>	<u>Interim WOD Project Charge</u>
<u>As of the Interim WOD Project Completion Date</u>	<u>0.39%*</u>	<u>\$39,410,000</u>	<u>\$153,699.00*</u>	<u>[to be inserted after true-up]</u>	<u>[to be inserted after true-up]</u>

* Participating TO is currently reviewing the Interim WOD Project Charge as requested by the Interconnection Customer to determine if the charge/methodology should be revised due to the temporary nature of the Interim WOD Project and its expected relatively short life span. In the event Participating TO's review results in a change to the Interim WOD Project Charge, this LGIA will be amended accordingly. Participating TO will use Reasonable Efforts to complete its review prior to the Interim WOD Project Completion Date.

18 Payment Schedule:

The payment amounts shown below are based on an estimate of the monthly incurred costs for the Participating TO's Interconnection Facilities, ~~and~~ Distribution Upgrades, Licensing Assessment and Interim WOD Project.

<u>Payment No.</u>	<u>Payment Due Date(1)</u>	<u>Interconnection Facilities Cost</u>	<u>Distribution Upgrades Cost</u>	<u>One-Time Cost</u>	<u>Licensing Assessment Cost</u>	<u>Interim WOD Project Cost</u>	<u>Removal Cost(2)</u>	<u>Project Payment</u>	<u>ITCC(3)</u>
1	PAID	\$ 50,000	\$ 0	-\$ 0	\$ 0	<u>\$ 0</u>	<u>\$ 0</u>	\$ 50,000	\$ <u>017,500</u>
2	PAID [±]	\$ 750,000	\$ 0	\$ 0	-\$ 0	<u>\$ 0</u>	<u>\$ 0</u>	\$ 750,000	\$ <u>0262,500</u>
3	PAID [±]	\$ 750,000	\$ 0	\$ 0	-\$ 0	<u>\$ 0</u>	<u>\$ 0</u>	\$ 750,000	\$ <u>262,500</u>
4	PAID [±]	\$ 1,700,000	\$ 0	\$ 0	-\$ 0	<u>\$ 0</u>	<u>\$ 0</u>	\$ 1,700,000	\$ <u>595,000</u>
5	9/1/11 PAID	\$ 0	\$ 0	\$ 0	\$ 130,000	<u>\$ 0</u>	<u>\$ 0</u>	\$ 130,000	\$ <u>0</u>
6	10/1/11 PAID	\$ 100,000	\$ 0	\$ 0	-\$ 0	<u>\$ 0</u>	<u>\$ 0</u>	\$ 100,000	\$ <u>0</u>

				0	0				0 \$ 35,000
7	11/1/11 PAID	\$ 44,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 44,000	\$ 15,400
8	1/6/2012 PAID	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,349,000	\$ 0	\$ 1,349,000	\$ 0
9	4/1/2012 PAID	\$ 0	\$ 0	\$ 0	\$ 0	\$ 3,042,000	\$ 0	\$ 3,042,000	\$ 0
10	7/1/2012 PAID	\$ 0	\$ 0	\$ 0	\$ 0	\$ 8,633,000	\$ 0	\$ 8,633,000	\$ 0
11	10/1/2012 PAID	\$ 0	\$ 0	\$ 0	\$ 0	\$ 12,687,000	\$ 0	\$ 12,687,000	\$ 0
12	1/1/2013 PAID	\$ 0	\$ 0	\$ 0	\$ 0	\$ 9,063,000	\$ 0	\$ 9,063,000	\$ 0
13	4/1/2013 PAID	\$ 0	\$ 0	\$ 0	\$ 0	\$ 4,636,000	\$ 0	\$ 4,636,000	\$ 0
14	(2)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,926,000(2)	\$ 0	\$ 0
Total		\$ 3,394,000	\$ 0	\$ 0	\$ 130,000	\$ 39,410,000	\$ 1,926,000(2)	\$ 42,934,000 3,5 24,000	\$ 11,647,365 1 187,900

(1)* Payments 1, 2, 3 and 4 above have been credited from deposits paid pursuant to the Letter Agreements in accordance with Section 15(jh) of this Appendix A. Payments 8 through 13 above have been credited from deposits paid pursuant to the Interim WOD Project Letter Agreement.

All amounts shown above are in nominal dollars.

Interconnection Facilities Payment = (Interconnection Facilities Cost + associated One-Time Cost) = \$ 3,394,000

Distribution Upgrades Payment = (Distribution Upgrades Cost + associated One-Time Cost) = \$0

Licensing Assessment Payment = Licensing Assessment Costs = \$130,000

Interim WOD Project Payment = (Interim WOD Project Costs + associated One-Time Cost) = \$39,410,000

Reliability Network Upgrades Payment = (Reliability Network Upgrades Cost + associated One-Time Cost) = \$0 since the Participating TO has agreed to finance the Participating TO's Reliability Network Upgrades, subject to Section 14 of this Appendix A.

Delivery Network Upgrades Payment = (Delivery Network Upgrades Cost + associated One-Time Cost)
=\$ 0 since the Participating TO has agreed to finance the Participating TO's Delivery Network Upgrades,
subject to Section 14 of this Appendix A.

(2) Interconnection Customer shall provide Credit Support for the Removal Cost pursuant to Section 10(e) of this Appendix A. Interconnection Customer shall make payment for the Removal Cost in accordance with Section 15(h) of this Appendix A.

(3) ITCC financial security will be provided by Interconnection Customer in accordance with Appendix A, Section 11 ~~and Section 15(h)~~.

19 Other Potential Facilities:

The Interim WOD Project work scope assumes the SPS identified to accommodate interconnection of the generating facility having CAISO Queue Position No.3 is complete and in service. The Participating TO and the CAISO have determined that, absent the project at CAISO Queue Position No.3, such SPS would be required as a component of the Interim WOD Project. Consequently, in the event the LGIA associated with CAISO Queue Position No. 3 is terminated prior to the completion of the SPS, the costs associated with such SPS may be included in the Interim WOD Project Cost and may become the responsibility of the Interconnection Customer. Interconnection Customer's increased cost responsibility would be reflected in a subsequent amendment to this LGIA, subject to FERC acceptance. The estimated cost of the SPS identified with respect to the LGIA associated with CAISO Queue Position No.3 is \$3,500,000, plus any applicable estimated tax liability.

**Appendix B
To LGIA**

Milestones

- 1. The Interconnection Customer's Selected Option:** Pursuant to Article 5.1 of the LGIA, the Interconnection Customer has selected the Standard Option.

2. Milestone Dates:

<u>Item</u>	<u>Milestone</u>	<u>Responsible Party</u>	<u>Due Date First Sequence - Genesis Station</u>	<u>Due Date Second Sequence - McCoy Station</u>
(a)	Submit proof of insurance coverage in accordance with Article 18.3 of the LGIA	Interconnection Customer	Within ten (10) Calendar Days of the execution of this LGIA	Within ten (10) Calendar Days of the execution of this LGIA
(b)	Submittal of written authorization to proceed with design and procurement of the Participating TO's Interconnection Facilities and Network Upgrades to the Participating TO and CAISO in accordance with Article 5.5.2 of the LGIA.	Interconnection Customer	Within ten (10) Calendar Days of the Effective Date	Within ten (10) Calendar Days of the Effective Date
(c)	Submittal of second posting of Interconnection Financial Security for the Participating TO's Interconnection Facilities to the Participating TO pursuant to Section 9 of the GIP and Article 11.5 and Section 10 Appendix A of the LGIA	Interconnection Customer	Within one hundred eighty (180) Calendar Days after publication of the final Phase II Interconnection Study Report: January 4, 2011	Within one hundred eighty (180) Calendar Days after publication of the final Phase II Interconnection Study Report: January 4, 2011
(d)	Submittal of third posting of Interconnection Financial Security for the Participating TO's Interconnection Facilities to the Participating TO pursuant to Section 9 of the GIP and Article 11.5 and Section 10 of Appendix A of the LGIA	Interconnection Customer	Within ten (10) Calendar Days of the Effective Date	Within ten Calendar Days of the Effective Date
(e)	Submittal of written authorization to proceed with construction of the Participating TO's Interconnection Facilities and Network Upgrades to the Participating TO and the	Interconnection Customer	Within thirty (30) Calendar Days of the Effective Date	Within thirty (30) Calendar Days of the Effective Date

	CAISO pursuant to Article 5.6.3 of the LGIA			
(f)	Submittal of security for the estimated tax liability to the Participating TO pursuant to Article 5.17.3 of the LGIA	Interconnection Customer	Within thirty (30) Calendar Days of the Effective Date	Within thirty (30) Calendar Days of the Effective Date
(g)	Completion of the Participating TO's Interconnection Facilities, and Network Upgrades, <u>and Interim WOD Project</u>	Participating TO	<p>Interconnection Facilities: First Sequence Genesis Station - Within thirty-eight (38) months following the effective date of the September 8, 2010 Letter Agreement*</p> <p>Reliability Network Upgrades: Within thirty-eight (38) months following the effective date of the September 8, 2010 Letter Agreement*</p> <p>Delivery Network Upgrades: Within eighty-four (84) months following the Effective Date*</p> <p><u>Interim WOD Project: Within eighteen (18) months following the effective date of the Interim WOD Project Letter Agreement*</u></p>	<p>Interconnection Facilities: Second Sequence McCoy Station – Twenty-four (24) months following Interconnection Customer's submittal of initial specifications for Interconnection Customer's Interconnection Facilities for the McCoy Station, including the Genesis McCoy 220kV Switchyard; but no sooner than thirty-eight (38) months following the effective date, of the September 8, 2010 Letter Agreement*</p> <p>Reliability Network Upgrades: Twenty-four (24) months following Interconnection Customer's submittal of initial specifications for Interconnection</p>

				<p>Customer's Interconnection Facilities for the McCoy Station, including the Genesis McCoy 220kV Switchyard; but no sooner than thirty-eight (38) months following the effective date, of the September 8, 2010 Letter Agreement*</p> <p>Delivery Network Upgrades: Within eighty-four (84) months following the Effective Date*</p> <p>Interim WOD Project: Within eighteen (18) months following the effective date of the Interim WOD Project Letter Agreement*</p>
(h)	<p>Submittal of initial specifications for the Interconnection Customer's Interconnection Facilities and Genesis McCoy Solar Project, including System Protection Facilities, to the Participating TO and the CAISO pursuant to Article 5.10.1 of the LGIA</p>	<p>Interconnection Customer</p>	<p>At least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date for the First Sequence Genesis Station</p>	<p>At least twenty-four (24) months prior to the Initial Synchronization Date for the Second Sequence McCoy Station</p>

(i)	Initial information submission which shall include the Participating TO's Transmission System information necessary to allow the Interconnection Customer to select equipment, in accordance with Article 24.2 of the LGIA	Participating TO	At least one hundred eighty (180) Calendar Days prior to Trial Operation for the First Sequence Genesis Station	At least one hundred eighty (180) Calendar Days prior to Trial Operation for the Second Sequence McCoy Station
(j)	Updated information submission by the Interconnection Customer, including manufacturer information in accordance with Article 24.3 of the LGIA	Interconnection Customer	No later than one hundred eighty (180) Calendar Days prior to Trial Operation for the First Sequence Genesis Station	No later than one hundred eighty (180) Calendar Days prior to Trial Operation for the Second Sequence McCoy Station
(k)	Review of and comment on the Interconnection Customer's initial specifications pursuant to Article 5.10.1 of the LGIA	Participating TO and CAISO	Within thirty (30) Calendar Days of the Interconnection Customer's submission of initial specifications	Within thirty (30) Calendar Days of the Interconnection Customer's submission of initial specifications
(l)	Submittal of final specifications for the Interconnection Customer's Interconnection Facilities and Genesis McCoy Solar Project, including System Protection Facilities, to the Participating TO and the CAISO as specified in Article 5.10.1 of the LGIA	Interconnection Customer	At least ninety (90) Calendar Days prior to the Initial Synchronization Date for the First Sequence Genesis Station	At least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date for the Second Sequence McCoy Station
(m)	Review of and comment on the Interconnection Customer's final	Participating	Within thirty (30) Calendar Days of the	Within thirty (30) Calendar Days of the

	specifications pursuant to Article 5.10.1 of the LGIA	TO and CAISO	Interconnection Customer's submission of final specifications	Interconnection Customer's submission of final specifications
(n)	Notification of Balancing Authority Area to the Participating TO and CAISO pursuant to Article 9.2	Interconnection Customer	At least three (3) months prior to the Initial Synchronization Date for the First Sequence Genesis Station	At least three (3) months prior to the Initial Synchronization Date for the Second Sequence McCoy Station
(o)	Performance of a complete calibration test and functional trip test of the System Protection Facilities pursuant to Article 9.7.4.6 of the LGIA	Interconnection Customer and Participating TO	At least sixty (60) Calendar Days prior to the In-Service Date	At least sixty (60) Calendar Days prior to the In-Service Date
(p)	In-Service Date	Interconnection Customer	First Sequence Genesis Station: Thirty-eight (38) months following the effective date of the September 8, 2010 Letter Agreement, or November 8, 2013 <u>September 12, 2013</u>	Second Sequence McCoy Station: Twenty-four (24) months following Interconnection Customer's submittal of initial specifications for Interconnection Customer's Interconnection Facilities for the McCoy Station, including the Genesis McCoy 220kV Switchyard; but no sooner than November 8, 2013 or thirty-eight (38) months following the effective date, of the September 8, 2010 Letter Agreement*

(q)	Initial Synchronization Date	Interconnection Customer	<p>First Sequence Genesis Station: Unit 2 – October 3, 2013*</p> <p>Unit 1- March 1, 2014</p> <p>*Unit 2 will precede Unit 1 Thirty-eight (38) months following the effective date of the September 8, 2010 Letter Agreement, or November 8, 2013</p>	<p>Second Sequence McCoy Station: Twenty-four (24) months following Interconnection Customer's submittal of initial specifications for Interconnection Customer's Interconnection Facilities for the McCoy Station, including the Genesis McCoy 220kV Switchyard; but no sooner than November 8, 2013 or thirty-eight (38) months following the effective date, of the September 8, 2010 Letter Agreement*</p> <p>The McCoy Station shall not synchronize, under any circumstance, until after the Devers RAS is in service.</p>
(r)	Trial Operation begins	Interconnection Customer	<p>First Sequence Genesis Station: Unit 2 – October 3, 2013*</p>	<p>Second Sequence McCoy Station: Twenty-four (24) months following Interconnection Customer's submittal of initial specifications for</p>

			<p><u>Unit 1- March 1, 2014</u></p> <p><u>*Unit 2 will precede Unit 1</u> <u>Thirty-eight (38) months following the effective date of the September 8, 2010 Letter Agreement or November 8, 2013</u></p>	<p>Interconnection Customer's Interconnection Facilities for the McCoy Station, including the Genesis McCoy 220kV Switchyard; but no sooner than November 8, 2013 or thirty-eight (38) months following the effective date, of the September 8, 2010 Letter Agreement*</p> <p><u>The McCoy Station shall not commence Trial Operation, under any circumstance, until after the Devers RAS is in service.</u></p>
(s)	Performance of a complete calibration test and functional trip test of the System Protection Facilities pursuant to Article 9.7.4.6 of the LGIA	Interconnection Customer and Participating TO	At least sixty (60) Calendar Days prior to the Commercial Operation Date for the First Sequence Genesis Station	At least sixty (60) Calendar Days prior to the Commercial Operation Date for the Second Sequence McCoy Station
(t)	Testing of the Participating TO's Interconnection Facilities, Distribution Upgrades and Network Upgrades and testing of the Interconnection Customer's Interconnection Facilities and Genesis McCoy Solar Project in accordance with	Interconnection Customer and Participating TO	At least sixty (60) Calendar Days prior to the Initial Synchronization Date for the First Sequence	At least sixty (60) Calendar Days prior to the Initial Synchronization Date for the Second

	Article 6.1 of the LGIA		Genesis Station	Sequence McCoy Station
(u)	Provide written approval to the Interconnection Customer for the operation of the Genesis McCoy Solar Project in accordance with Article 6.1 of the LGIA	Participating TO	At least fifteen (15) Calendar Days prior to the Initial Synchronization Date for the First Sequence Genesis Station	At least fifteen (15) Calendar Days prior to the Initial Synchronization Date for the Second Sequence McCoy Station
(v)	Commercial Operation Date	Interconnection Customer	<p>First Sequence Genesis Station</p> <p><u>Unit 2 – November 1, 2013*</u></p> <p><u>Unit 1- April 1, 2014</u></p> <p><u>*Unit 2 will precede Unit 1 (Electric Generating Units 1 & 2): April 1, 2014. Unit 1 Commercial Operation Date is expected to be sooner, but not later than April 1, 2014.</u></p>	<p>Second Sequence McCoy Station: Twenty-four (24) months following Interconnection Customer's submittal of initial specifications for Interconnection Customer's Interconnection Facilities for the McCoy Station, including the Genesis McCoy 220kV Switchyard; but no sooner than November 8, 2013 or thirty-eight (38) months following the effective date, of the September 8, 2010 Letter Agreement*</p> <p><u>The McCoy Station shall not commence Commercial Operation,</u></p>

				<u>under any circumstance, until after the Devers RAS is in service.</u>
(w)	Submittal of “as-built” drawings, information and documents for the Interconnection Customer’s Interconnection Facilities and the Electric Generating Units in accordance with Article 5.10.3 of the LGIA to the Participating TO and the CAISO	Interconnection Customer	Within one hundred twenty (120) Calendar Days after the Commercial Operation Date for the First Sequence Genesis Station, unless otherwise agreed	Within one hundred twenty (120) Calendar Days after the Commercial Operation Date for the Second Sequence McCoy Station, unless otherwise agreed

* Note: The Interconnection Customer understands and acknowledges that such timeline is only an estimate and that equipment and material lead times, labor availability, outage coordination, regulatory approvals, right-of-way negotiations, or other unforeseen events could delay the actual in-service dates of the Participating TO’s Interconnection Facilities, Distribution Upgrades, ~~or~~ Network Upgrades, or Interim WOD Project beyond those specified. The Participating TO shall not be liable for any cost or damage incurred by the Interconnection Customer because of any delay in the work provided for in this LGIA. Participating TO has informed the Interconnection Customer that the Participating TO currently estimates a November 1, 2013 Interim WOD Project (with the Modified West of Devers RAS) Completion Date.

If the Interconnection Customer suspends work pursuant to Article 5.16 of the LGIA, then all milestones for each Party set forth in this Appendix B shall be suspended during the suspension period except for the milestones related to Network Upgrades common to multiple generating facilities and the related~~requiring posting of~~ Interconnection Financial Security ~~for the Network Upgrades common to multiple generating stations.~~ Any extension of the Commercial Operation Date for the Generating Facility shall be subject to evaluation under Section 6.9.2 of the GIP pertaining to modifications. Upon the Interconnection Customer’s request to recommence the work, the Parties shall negotiate in good faith new revised milestone dates for each milestone, taking into account the period of suspension and necessary re-studies, if required. Appendix B and any terms and conditions associated with the estimated costs and payment schedule, if necessary, shall be amended following the establishment of such revised milestone dates.

The Interconnection Customer also understands and agrees that the method of service required to interconnect the Genesis McCoy Solar Project may require re-evaluation due to the suspension of the project and changes to the Participating TO's electrical system or addition of new generation.

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Appendix C To LGIA

Interconnection Details

- 1. Generating Facility:** The Generating Facility includes, but is not limited to, all equipment and facilities comprising the proposed 500 MW generating facility near Desert Center and Blythe, California, as disclosed by the Interconnection Customer (originally FPL Energy, LLC which changed to Desert Center Blythe, LLC and subsequently to NextEra Desert Center Blythe, LLC) in its Interconnection Request dated May 24, 2007, as was subsequently amended during the Interconnection Study process, which includes the Genesis Station, a 250 MW solar thermal generating facility near Desert Center, California and the McCoy Station, a 250 MW photovoltaic generating facility near Blythe, California. The Genesis Station consists of two (2) Siemens steam turbine generators rated at 167 MVA each (but limited to a maximum output of 125 MW each), two (2) 220/13.8kV 150MVA step-up transformers with 9% impedance on a 90 MVA base, meters and metering equipment, and appurtenant equipment. The McCoy

Station consists of solar panels and DC-AC inverters, one (1) 220/34.5kV 294 MVA step-up transformer with 8% impedance on a 201 MVA base, meters and metering equipment, and appurtenant equipment (Genesis Station & McCoy Station together, the Generating Facility or the "Genesis McCoy Solar Project"). The Genesis McCoy Solar Project is proposed to be a Phased Generating Facility to be constructed in two sequences, with the Genesis Station proposed to be constructed in the First Sequence and the McCoy Station proposed to be constructed in the Second Sequence as further described in Appendix A.

2. *Interconnection Customer Operational Requirements.*

- (a) Pursuant to Article 9.4 of the LGIA, the Interconnection Customer shall operate the Genesis McCoy Solar Project and the Interconnection Customer's Interconnection Facilities in accordance with the CAISO Tariff, NERC and the Applicable Reliability Council requirements, and Applicable Reliability Standards.
- (b) The Genesis McCoy Solar Project shall be operated so as to prevent or protect against the following adverse conditions on the Participating TO's electric system: inadvertent and unwanted re-energizing of a utility dead line or bus; interconnection while out of synchronization; overcurrent; voltage imbalance; ground faults; generated alternating current frequency outside permitted safe limits; power factor or reactive power outside permitted limits; and abnormal waveforms.

3. *Interconnection Principles:*

- (a) This LGIA provides for interconnection of a total capacity of 500 MW, resulting from the interconnection of the Genesis McCoy Solar 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 capacity 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.
- (b) The costs associated with any mitigation measures required to third party transmission systems resulting from the interconnection of the Genesis McCoy Solar Project to the Participating TO's electrical system are not reflected in this LGIA. The Participating TO shall have no responsibility to pay costs associated with any such mitigation measures. If applicable, Interconnection Customer shall enter into an agreement with such third parties to address any required mitigation in accordance with Section 12.4 of the GIP.
- (c) In the event the Participating TO's Interconnection Facilities are utilized to provide retail service to the Interconnection Customer in addition to the

- wholesale Interconnection service provided herein, and the Interconnection Customer fails to make payment for such retail service in accordance with the Participating TO's applicable retail tariffs, the Participating TO's Interconnection Facilities may be removed from service to the Interconnection Customer, subject to the notice and cure provisions of such retail tariffs, until payment is made by the Interconnection Customer pursuant to such retail tariffs.
- (d) Review by the Participating TO of the electrical specifications, design, construction, operation, or maintenance of the Genesis McCoy Solar Project or the Interconnection Customer's Interconnection Facilities shall not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of such facilities. The Interconnection Customer shall in no way represent to any third party that any such review by the Participating TO of such facilities, including, but not limited to, any review of the design, construction, operation, or maintenance of such facilities by the Participating TO, is a representation by the Participating TO as to the economic or technical feasibility, operational capability, or reliability of the Genesis McCoy Solar Project or the Interconnection Customer's Interconnection Facilities.
- (e) Should the CAISO in the future permit multiple large generator interconnection agreements for a Generating Facility having multiple Electric Generating Units with the same single Point of Interconnection, upon Interconnection Customer's request for comparable, stand alone large generator interconnection agreements for the Genesis Station and the McCoy Station, the Parties agree to work cooperatively and expeditiously to comply with such request.
- (f) The Interconnection Customer shall complete and receive approval for all environmental impact studies necessary for the construction, operation, and maintenance of the Participating TO's Interconnection Facilities, Distribution Upgrades and Participating TO's Reliability Network Upgrades described in Appendix A of this LGIA. Interconnection Customer shall include such facilities in all such environmental impact studies, where applicable. Interconnection Customer shall provide the results of such studies and approvals to Participating TO for use in Participating TO's application(s) to obtain the regulatory approvals required to be obtained by Participating TO for the construction, operation, and maintenance of the Participating TO's Interconnection Facilities, Distribution Upgrades and Reliability Network Upgrades described in Appendix A of this LGIA.
- (g) The Interconnection Customer is responsible for all costs associated with any necessary relocation of any Participating TO facilities as a result of the Genesis McCoy Solar Project and acquiring all property rights necessary for the Interconnection Customer's Interconnection Facilities, including those

required to cross the Participating TO's facilities and property. The relocation of Participating TO facilities or use of Participating TO property rights shall only be permitted upon written agreement between Participating TO and the Interconnection Customer. Any proposed relocation of Participating TO facilities or use of Participating TO property rights may require a study and/or evaluation, the cost of which would be borne by the Interconnection Customer, to determine whether such use may be accommodated. The terms and conditions of any such use of Participating TO facilities or property rights would be the subject of a separate agreement and any associated costs to the Interconnection Customer would not be considered a Network Upgrade and would not be refundable to the Interconnection Customer.

- (h) This LGIA does not address any requirements for standby power or temporary construction power that the Genesis McCoy Solar Project may require prior to the in-service date of the Interconnection Facilities. Should the Genesis McCoy Solar Project require standby power or temporary construction power from Participating TO prior to the in-service date of the Interconnection Facilities, the Interconnection Customer is responsible to make appropriate arrangements with Participating TO to receive and pay for such retail service.

4. Cluster Study Group:

- (a) The Genesis McCoy Solar Project participated in the CAISO's Eastern Bulk System Cluster for purposes of assessing impacts to the Participating TO's electrical system and that portion of the Participating TO's electrical system that constitutes the CAISO Controlled Grid.

5. Interconnection Operations:

- (a) The Interconnection Customer shall cause the Genesis McCoy Solar Project to participate in any SPS required to prevent thermal overloads and unstable conditions resulting from outages. Such participation shall be in accordance with applicable FERC regulations, and CAISO Tariff provisions and protocols. The Interconnection Customer will not be entitled to any compensation from the Participating TO, pursuant to the LGIA, for loss of generation output when (i) the Genesis McCoy Solar Project generation is reduced or tripped off-line due to implementation of the SPS; or (ii) such generation output is restricted in the event the SPS becomes inoperable. Pursuant to Good Utility Practice, the Participating TO will provide the Interconnection Customer advance notice of any required SPS beyond that which has already been identified in the Phase II Interconnection Study, [the Interim WOD Project operational study report dated November 17, 2011](#), and this LGIA.
- (b) The Interconnection Customer shall cause the Genesis McCoy Solar Project to participate in CAISO congestion management in accordance with CAISO

Tariff.

- (c) Following outages of the Interconnection Facilities or the Genesis McCoy Solar Project, the Interconnection Customer shall not energize the Genesis McCoy Solar Project for any reason without specific permission from the Participating TO's and the CAISO's operations personnel. Such permission shall not be unreasonably withheld.
- (d) The Interconnection Customer shall maintain operating communications with the Participating TO's designated switching center. The operating communications shall include, but not be limited to, system parallel operation or separation, scheduled and unscheduled outages, equipment clearances, protective relay operations, and levels of operating voltage and reactive power.
- (e) The Interconnection Customer elected for the Genesis McCoy Solar Project in its Interconnection Request to have Full Capacity Deliverability Status as such term is defined in the CAISO Tariff. Interconnection Customer acknowledges and understands that, until the Participating TO's Delivery Network Upgrades are constructed and placed in service, the Genesis McCoy Solar Project will have Energy-Only Deliverability Status as such term is defined in the CAISO Tariff unless, as determined by the CAISO, partial-Full Capacity Delivery Status otherwise becomes available and is allocated to the Interconnection Customer. Subsequent to the execution of this LGIA, the Parties agreed to proceed with the Interim WOD Project that, following the Interim WOD Project Completion Date, will enable the Genesis McCoy Solar Project to attain Full Capacity Deliverability Status for an interim period until the Participating TO's Delivery Network Upgrades are constructed and placed in service. The Interconnection Customer understands and acknowledges that irrespective of the deliverability status of the Large Generating Facility, the output of the Large Generating Facility is subject to curtailment in accordance with the congestion management protocols of the CAISO Tariff.
- (f) Additional operational studies may be performed by the Participating TO on an as needed basis and at the Interconnection Customer's expense to confirm if any of the circuit breaker upgrades or replacements identified in the Phase II Interconnection Study as being triggered by queued ahead projects are required to be advanced in order to accommodate interconnection of the Genesis McCoy Solar Project. In the event that it is determined by the Participating TO that any such upgrades or replacements are required to be advanced in order to accommodate interconnection of the Genesis McCoy Solar Project, such advancement shall be addressed in accordance with Section 12.2.2 of the GIP.
- (g) In accordance with Article 5.12 of the LGIA, the Interconnection Customer and Participating TO shall execute any necessary supplemental agreements,

as determined by the Participating TO, to effectuate and record such easement(s) which provides the Participating TO unrestricted 24 hour access to Participating TO's Interconnection Facilities located on the Interconnection Customer's side of the Point of Change of Ownership for construction, operation, and maintenance.

- (h) This LGIA assumes, based on the Interconnection Customer's initial plans, that interconnection of the Second Sequence McCoy Station will coincide with the completion date of the Delivery Network Upgrades. However, under certain conditions, the Interconnection Customer may elect to interconnect the Second Sequence McCoy Station sooner than its initial plans and prior to the Delivery Network Upgrades completion date.

In the event the Interconnection Customer, with appropriate notice to Participating TO and the CAISO, elects to proceed with its Second Sequence McCoy Station, in addition to its First Sequence Genesis Station, prior to the planned in-service date of the Participating TO's Delivery Network Upgrades (specifically that portion of the Participating TO's Delivery Network Upgrades that is the second AA bank at Colorado River Substation), then Interconnection Customer may be responsible, as determined by the Participating TO and the CAISO, for advancing the capacitor bank (Capacitor Bank) at Colorado River Substation that is a planned reliability network upgrade for generator interconnections in the CAISO's Queue Cluster 2. Such determination will be made by the Participating TO and the CAISO at the time the Interconnection Customer notifies the Participating TO and the CAISO in accordance with Appendix B of this LGIA that it intends to proceed with connection of the Second Sequence McCoy Station prior to the Participating TO's Delivery Network Upgrades completion date. If the Participating TO and the CAISO determine, based on the status of planned generator interconnections and associated upgrades at Colorado River Substation, that the Capacitor Bank at Colorado River Substation is required to accommodate the earlier Second Sequence McCoy Station in-service date, then the Interconnection Customer shall pay the Participating TO, unless otherwise provided for in Section 12.2 of the GIP, to advance the engineering, design, procurement and installation of the Capacitor Bank. The Participating TO will refund the cost of such work to the Interconnection Customer on the earlier of (i) the date the Capacitor Bank would have otherwise been installed to accommodate the subsequent generator interconnections; or (ii) the date that is determined in accordance with Article 11.4.1 of this LGIA. For information purposes, the Capacitor Bank has been identified in the Queue Cluster 2 Phase I Interconnection Study Report as one (1) 150 MVAR Capacitor Bank to be connected at the Colorado River Substation 500kV Bus, and is estimated to cost approximately \$26,604,000. The Capacitor Bank scope of work and cost estimate is subject to change based on the results of the Queue Cluster 2 Phase II Interconnection Study.

- 6. Compliance with Applicable Reliability Standards:** The Interconnection Customer shall comply with all Applicable Reliability Standards for its Interconnection Customer's Interconnection Facilities and the Genesis McCoy Solar Project. The Participating TO will not assume any responsibility for complying with mandatory reliability standards for such facilities and offers no opinion whether the Interconnection Customer must register with NERC. If required to register with NERC, the Interconnection Customer shall be responsible for complying with all Applicable Reliability Standards for its Interconnection Customer's Interconnection Facilities and the Genesis McCoy Solar Project up to the Point of Change of Ownership as described in Section 5 of Appendix A of this LGIA.
- 7. Interconnection Customer Ownership Structure:** The Parties acknowledge and agree that the Interconnection Customer may elect to structure the legal ownership of the entire Generating Facility referenced in this LGIA, known as the Genesis McCoy Solar Project, in order to divide its ownership into two separate legal entity owners so long as each entity owns one or more discrete Electric Generating Unit(s) and other physical components of the entire Generating Facility in a manner that is consistent with the "Recitals to Appendix A." Each of these legal entities, which are Affiliates as of the execution of this LGIA, but which are not required to be Affiliates, shall be an owner of the Interconnection Customer and shall own a pro-rata share of the Interconnection Customer in proportion to the amount of the entire Genesis McCoy Solar Project's electrical capacity that the Affiliate controls (each an "Affiliate Owner", jointly the "Affiliate Owners"). The Parties further acknowledge and agree that:
- (i) the ownership structure of the Genesis McCoy Solar Project shall be detailed in the Interconnection Customer's limited liability company agreement (the "Operating Agreement") and the shared facilities agreement ("Shared Facilities Agreement") between the Interconnection Customer and the Affiliate Owners that shall contain the terms and conditions listed below in subsections (a) through (d) and which shall be subject to the approval of the Participating TO and the CAISO; and
 - (ii) each of the Affiliate Owners of the Interconnection Customer shall be required to have executed an assignment and assumption agreement by which (a) Interconnection Customer assigns to each Affiliate Owner Interconnection Customer's rights to Interconnection Service under this LGIA in respect of the Electric Generating Units owned and operated by or expected to be owned and operated by such Affiliate Owner and (b) each Affiliate Owner agrees, to the extent of the Electric Generating Units owned and operated by or expected to be owned and operated by such Affiliate Owner, to both (1) be bound by and subject to the obligations and responsibilities of the Interconnection Customer under this LGIA with respect to the rights to Interconnection Service assumed by such Affiliate Owner and (2) take such actions as may be required (or refrain from taking such action) to cause the Interconnection Customer to meet such obligations and responsibilities (such agreement to be referred to herein as

the "Assignment Agreement"). The Assignment Agreement shall be in a form subject to approval of the CAISO and the Participating TO.

- (a) The number of Affiliate Owners in the Generating Facility shall not exceed the number of sequences or Electric Generating Units designated by the Interconnection Customer for purposes of Partial Termination.
- (b) The Interconnection Customer shall serve as agent for its Affiliate Owners who receive the benefits and assume the obligations and responsibilities in connection with the Interconnection Customer's rights to Interconnection Service under this LGIA; provided however, the Affiliate Owners are not parties to this LGIA and such benefits, obligations and responsibilities shall be derived solely by and through the Interconnection Customer. The Affiliate Owners shall receive the benefits of the Interconnection Customer's rights to Interconnection Service and be subject to the Interconnection Customer's obligations and responsibilities only to the extent of Interconnection Customer's rights, obligations and responsibilities as are provided for under this LGIA, except to the extent that such rights, obligations and responsibilities may be limited, as provided in paragraph (c) below. Additionally, such rights, obligations and responsibilities shall exist only for such period of time as the Interconnection Customer is a Party to this LGIA. No provision in the Shared Facilities Agreement, the Operating Agreement or this LGIA shall operate or be construed so as to:
 - i. relieve the Interconnection Customer of its obligations to the Participating TO or the CAISO under this LGIA;
 - ii. require either the Participating TO or the CAISO to communicate directly with, or look to, Affiliate Owners with respect to the Interconnection Customer's performance under this LGIA;
 - iii. entitle the Affiliate Owners to receive any notice under the LGIA from the Participating TO or the CAISO; or,
 - iv. provide to the Affiliate Owners any rights or benefits, or subject it to any obligations or responsibilities under the LGIA other than by or through the Interconnection Customer, as provided in and as limited by this paragraph.
- (c) The Operating Agreement shall require each Affiliate Owner to contribute to the Interconnection Customer (i) its pro rata share of any and all amounts the Interconnection Customer is required to pay under the LGIA, including but not limited to, the Participating TO Interconnection Facilities Charge and any ancillary charges incurred directly from the Participating TO or CAISO and (ii) the amount of any NERC penalties incurred by Interconnection Customer as a result of the actions or omissions of such Affiliate Owner. In addition the Participating TO and the CAISO, as third party beneficiaries in connection with the LGIA, shall be granted certain rights to enforce those obligations as third party beneficiaries of the Shared Facilities Agreement that are intended for the benefit of the Participating TO and the CAISO as Parties to the LGIA.

- (d) In executing this LGIA, the Participating TO and CAISO grant their consent to the terms in the form of Assignment Agreement, Operating Agreement and Shared Facilities Agreement, provided the form of each such agreement remains substantially the same as those provided to the Participating TO and CAISO, and if such terms materially change, future approval by the Participating TO and CAISO shall not be unreasonably withheld, The Assignment Agreement, Operating Agreement and Shared Facilities Agreement shall be fully executed by the parties with thirty (30) Calendar Days of the Effective Date of this LGIA. The failure to execute such agreements by this date shall be considered a Breach under this LGIA.
- (e) Interconnection Customer shall agree not to amend or modify the Operating Agreement or the Shared Facilities Agreement in any material respect without the prior written consent of the Participating TO and CAISO, which consent shall not be unreasonably withheld.
- (f) The Shared Facilities Agreement shall require the Interconnection Customer to communicate with its Affiliate Owners in order to ensure that all requirements of this LGIA are performed by the Interconnection Customer. The Shared Facilities Agreement shall require further that each Affiliate Owner comply with the Interconnection Customer's instructions, in order to ensure that the Interconnection Customer complies with the provisions of this LGIA. No failure by an Affiliate Owner to comply with any instructions from the Interconnection Customer shall excuse the Interconnection Customer from performance of any of its obligations under this LGIA. The Shared Facilities Agreement shall provide that each Affiliate Owner has both the legal authority and the operational abilities to satisfy the obligations under the Shared Facilities Agreement.
- (g) The Interconnection Customer and each of the Affiliate Owners shall agree in the Shared Facilities Agreement not to assign any claims of benefit, under that Shared Facilities Agreement, to any third party. However, each of the Interconnection Customer and the Affiliate Owners shall have the right to assign for collateral security purposes, for financing of the Genesis McCoy Solar Project, any of that Affiliate Owner's respective rights and obligations under the Shared Facilities Agreement, Assignment Agreement and the Operating Agreement.

8. Other's Participation in the Interim WOD Project:

The Parties acknowledge that:

- (a) The Interim WOD Project was developed to address deliverability constraints and provide up to 1050 MW of interim delivery capacity for the three generating facilities interconnecting to the CAISO Controlled Grid that were studied in the CAISO's Eastern Bulk System group study for the CAISO's transition cluster. These generating facilities are known as CAISO Queue Nos. 193 (the Generating Facility which is the subject of this LGIA), 294, and 421. The Interim WOD Project will allow certain phases of the three generating facilities to acquire Full Capacity

Deliverability Status:

- (b) In January 2012, each of the three interconnection customers for the respective generating facilities in Queue Nos. 193, 294, and 421 was provided the opportunity to participate in the Interim WOD Project and enter into a letter agreement whereby each interconnection customer would agree to be responsible for its respective share of the costs for the Participating TO to undertake the expedited engineering, design, procurement, and construction of the Interim WOD Project;
- (c) While the Participating TO and the interconnection customers for Queue Nos. 294 and 421 negotiated in good faith over the terms and conditions of a letter agreement, only Interconnection Customer elected to enter into the letter agreement with the Participating TO. The letter agreement was accepted by FERC in Docket ER12-804-000 with an effective date of January 9, 2012 (the letter agreement is defined herein as the Interim WOD Project Letter Agreement);
- (d) The interconnection customers for Queue Nos. 294 and 421 have a limited option to participate in the Interim WOD Project and to acquire Full Capacity Deliverability Status for certain phases of their generating facilities (specifically, 500 MW for the generating facility having CAISO queue no. 294 and 49.5 MW for the generating facility having CAISO queue no. 421), as outlined in the CAISO statement of intent regarding the Interim WOD Project beneficiaries, dated December 23, 2011, which was filed at FERC in Docket ER12-804-000 on January 13, 2012.

Appendix D To LGIA

Security Arrangements Details

Infrastructure security of CAISO Controlled Grid equipment and operations and control hardware and software is essential to ensure day-to-day CAISO Controlled Grid reliability and operational security. FERC will expect the CAISO, all Participating TOs, market participants, and Interconnection Customers interconnected to the CAISO Controlled Grid to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

The Interconnection Customer shall meet the requirements for security implemented pursuant to the CAISO Tariff, including the CAISO's standards for information security posted on the CAISO's internet web site at the following internet address: <http://www.caiso.com/pubinfo/info-security/index.html>.

**Appendix E
To LGIA**

Commercial Operation Date

[This Appendix E sets forth a form of letter to be provided by the Interconnection Customer to the CAISO and Participating TO to provide formal notice of the Commercial Operation of an Electric Generating Unit.]

[Date]

~~Mr. Stephen Ruty
Director, Grid Assets
California Independent System Operator Corporation
250 Outcropping Way
Folsom, CA 95630~~

Mr. Robert Kott
Manager, Model and Contract Implementation
California Independent System Operator Corporation
250 Outcropping Way
Folsom, CA 95630

Mr. William Law
Manager, Grid Contracts Management
Southern California Edison Company
P. O. Box 800
2244 Walnut Grove Avenue
Rosemead, California 91770

Re: _____ Electric Generating Unit

Dear Messrs. ~~Ruty~~, Kott, and Law:

On **[Date]** NextEra Desert Center Blythe, LLC has completed Trial Operation of Unit No. _____. This letter confirms that NextEra Desert Center Blythe, LLC commenced Commercial Operation of Unit No. ____ at the Electric Generating Unit, effective as of **[Date plus one day]** and that NextEra Desert Center Blythe, LLC provided the CAISO's operations personnel advance notice of its intended Commercial Operation Date no less than five (5) Business Days prior to that date.

Thank you.

[Signature]

[NextEra Desert Center Blythe, LLC Representative]

cc: [ISO Queue Management](#) ~~Linda Wright~~

Appendix F To LGIA

Addresses for Delivery of Notices and Billings

Notices:

General Notices:

CAISO Ms. Linda Wright Regulatory Contracts 250 Outcropping Way Folsom, CA 95630	Participating TO Manager, Grid Contracts Management P. O. Box 600 Rosemead, CA 91770	Interconnection Customer Cindy Tindell Matt Schafer Vice President Business Management 700 Universe Blvd. Juno Beach, FL 33408
--	--	---

2. Operating Communications and Notifications:

The CAISO, Participating TO and the Interconnection Customer shall provide for operating communications through their respective designated representatives as follows:

The Parties agree to exchange the following information ten (10) Calendar Days prior to the Initial Synchronization Date:

CAISO	Participating TO	Interconnection Customer [Customer Name]
CAISO Real Time Desk/24 Hour Telephone:	Grid Control Center/24 Hour Telephone:	*Operator Name and/or Title: Control Room Operator *24 Hour Telephone:
Alternate Phone:		*Operation Center Fax. No.: *E-mail:

3. Operational Matters, Force Majeure, and Outage Notices:

CAISO	Participating TO	Interconnection Customer
Name: Phone:	Name/Title: Phone:	Name/Title: Phone:

4. For Emergencies:

CAISO	Participating TO	Interconnection Customer
Name:	Name/Title:	Name/Title:

Phone:	Phone:	Phone:
--------	--------	--------

5. Billing and Payments:

CAISO	Participating TO	Interconnection Customer
Finance Dept. Mr. Dennis Estrada 250 Outcropping Way Folsom, CA 95630	Manager, Grid Contracts Management P. O. Box 600 Rosemead, CA 91770	Matt Schafer Vice President Business Management 700 Universe Blvd. Juno Beach, FL 33408

6. Alternate Forms of Delivery of Notices (telephone, facsimile or e-mail):

CAISO	Participating TO	Interconnection Customer
lwright@caiso.com RegulatoryContracts@caiso.com QueueManagement@caiso.com	Manager, Grid Contracts Management Tel: (626) 302-9640 Fax: (626) 302-1152	Keith Jenkins Executive Director Business Management 700 Universe Blvd. Juno Beach, FL 33408 Phone: 561-304-5162 Email: Keith.Jenkins@Nexteraenergy.com Sunanda.Behara@nee.com

Appendix G To LGIA

Interconnection Customer's Proportional Share of Costs of Network Upgrades for Applicable Project Group

Type	Upgrades	Needed For	Cost factor	Cost Share (\$1000)
Delivery	West of Devers 220kV upgrades: Reconductoring four 230kV lines of West of Devers.	Normal and contingency overload	21.35%	\$94,297
Delivery	Expand Colorado River (CR) Substation: add the second 500/220 AA transformer banks, rated at 1120 MVA as normal rating.	Normal overload on the first Colorado River 500/230 kV transformer	30.30%	\$14,673
Reliability	Expand Colorado River (CR) Substation: Build CR 500/220 kV Substation with a new 500/220 AA transformer banks, rated at 1120 MVA as normal rating.	Interconnect the new generators at Colorado River 230 kV bus	30.30%	\$18,660
Reliability	Loop-in the Red Bluff (RB) 500/220 kV Substation into the Colorado - Devers 500 kV #2 line	To balance power flow on DPV 1 and DPV 2 lines	23.26%	\$7,505
Reliability	Replace the line raiser on Mira Loma – Vista 220 kV #2 line to 3500amps or higher	Emergency overload in off-peak reliability study	22.73%	\$26
Reliability	Develop a SPS to trip 1400MW TC2 generation to mitigate dynamic voltage violations under the N-2 of Devers – RedBluff No.1 and No.2 500 kV lines.	Dynamic voltage violation under N-2 contingency	23.26%	\$187
Reliability	Develop a SPS to trip 500 MW TC2 generation at the Colorado River 500/220 kV substation to mitigate the overload by on one AA bank for the loss of another AA bank (T-1 contingency)	Emergency overload	30.30%	\$1,147
Plan of Service Reliability Network Upgrade	Substation, Power System Control	Direct Assigned Network upgrades needed to enable interconnection.	100.00%	\$3,168
			Total:	\$139,663

Note: The amounts shown above are in nominal dollars.

Appendix H To LGIA

INTERCONNECTION REQUIREMENTS FOR AN ASYNCHRONOUS GENERATING FACILITY

Appendix H sets forth interconnection requirements specific to all Asynchronous Generating Facilities. Existing individual generating units of an Asynchronous Generating Facility that are, or have been, interconnected to the CAISO Controlled Grid at the same location are exempt from the requirements of this Appendix H for the remaining life of the existing generating unit. Generating units that are replaced, however, shall meet the requirements of this Appendix H.

A. Technical Requirements Applicable to Asynchronous Generating Facilities

i. Low Voltage Ride-Through (LVRT) Capability

An Asynchronous Generating Facility shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the requirements below.

1. An Asynchronous Generating Facility shall remain online for the voltage disturbance caused by any fault on the transmission grid, or within the Asynchronous Generating Facility between the Point of Interconnection and the high voltage terminals of the Asynchronous Generating Facility's step up transformer, having a duration equal to the lesser of the normal three-phase fault clearing time (4-9 cycles) or one-hundred fifty (150) milliseconds, plus any subsequent post-fault voltage recovery to the final steady-state post-fault voltage unless clearing the fault effectively disconnects the generator from the system. Clearing time shall be based on the maximum normal clearing time associated with any three-phase fault location that reduces the voltage at the Asynchronous Generating Facility's Point of Interconnection to 0.2 per-unit of nominal voltage or less, independent of any fault current contribution from the Asynchronous Generating Facility.
2. An Asynchronous Generating Facility shall remain online for any voltage disturbance caused by a single-phase fault on the transmission grid, or within the Asynchronous Generating Facility between the Point of Interconnection and the high voltage terminals of the Asynchronous Generating Facility's step up transformer, with delayed clearing, plus any subsequent post-fault voltage recovery to the final steady-state post-fault voltage unless clearing the fault effectively disconnects the generator from the system. Clearing time shall be based on the maximum backup clearing time associated with a single point of failure (protection or breaker failure) for any single-phase fault location that

- reduces any phase-to-ground or phase-to-phase voltage at the Asynchronous Generating Facility's Point of Interconnection to 0.2 per-unit of nominal voltage or less, independent of any fault current contribution from the Asynchronous Generating Facility.
3. Remaining on-line shall be defined as continuous connection between the Point of Interconnection and the Asynchronous Generating Facility's units, without any mechanical isolation. Asynchronous Generating Facilities may cease to inject current into the transmission grid during a fault.
 4. The Asynchronous Generating Facility is not required to remain on line during multi-phased faults exceeding the duration described in Section A.i.1 of this Appendix H or single-phase faults exceeding the duration described in Section A.i.2 of this Appendix H.
 5. The requirements of this Section A.i. of this Appendix H do not apply to faults that occur between the Asynchronous Generating Facility's terminals and the high side of the step-up transformer to the high-voltage transmission system.
 6. Asynchronous Generating Facilities may be tripped after the fault period if this action is intended as part of a special protection system.
 7. Asynchronous Generating Facilities may meet the requirements of this Section A.i of this Appendix H through the performance of the generating units or by installing additional equipment within the Asynchronous Generating Facility, or by a combination of generating unit performance and additional equipment.
 8. The provisions of this Section A.i of this Appendix H apply only if the voltage at the Point of Interconnection has remained within the range of 0.9 and 1.10 per-unit of nominal voltage for the preceding two seconds, excluding any sub-cycle transient deviations.

The requirements of this Section A.i in this Appendix H shall not apply to any Asynchronous Generating Facility that can demonstrate to the CAISO a binding commitment, as of July 3, 2010, to purchase inverters for thirty (30) percent or more of the Generating Facility's maximum Generating Facility Capacity that are incapable of complying with the requirements of this Section A.i in this Appendix H. The Interconnection Customer must include a statement from the inverter manufacturer confirming the inability to comply with this requirement in addition to any information requested by the CAISO to determine the applicability of this exemption.

ii. Frequency Disturbance Ride-Through Capability

An Asynchronous Generating Facility shall comply with the off nominal frequency requirements set forth in the WECC Under Frequency Load Shedding Relay Application Guide or successor requirements as they may be amended from time to time.

iii. Power Factor Design Criteria(Reactive Power)

An Asynchronous Generating Facility shall operate within a power factor within the range of 0.95 leading to 0.95 lagging, measured at the Point of Interconnection as defined in this LGIA in order to maintain a specified voltage schedule, if the Phase II Interconnection Study shows that such a requirement is necessary to ensure safety or reliability. The power factor range standard can be met by using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors, or a combination of the two, if agreed to by the Participating TO and CAISO. The Interconnection Customer shall not disable power factor equipment while the Asynchronous Generating Facility is in operation. Asynchronous Generating Facilities shall also be able to provide sufficient dynamic voltage support in lieu of the power system stabilizer and automatic voltage regulation at the generator excitation system if the Phase II Interconnection Study shows this to be required for system safety or reliability.

iv. Supervisory Control and Data Acquisition (SCADA) Capability

An Asynchronous Generating Facility shall provide SCADA capability to transmit data and receive instructions from the Participating TO and CAISO to protect system reliability. The Participating TO and CAISO and the Asynchronous Generating Facility Interconnection Customer shall determine what SCADA information is essential for the proposed Asynchronous Generating Facility, taking into account the size of the plant and its characteristics, location, and importance in maintaining generation resource adequacy and transmission system reliability.

v. Power System Stabilizers (PSS)

Power system stabilizers are not required for Asynchronous Generating Facilities.

Attachment B – Clean Amended LGIA

NextEra Desert Center LGIA

California Independent System Operator Corporation

October 8, 2013

**LARGE GENERATOR INTERCONNECTION AGREEMENT (LGIA)
AMONG**

NEXTERA DESERT CENTER BLYTHE, LLC

AND

SOUTHERN CALIFORNIA EDISON COMPANY

AND

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION

(Genesis McCoy Solar Project – CAISO Queue Position#193)

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Appendix A Interconnection Facilities, Network Upgrades and Distribution Upgrades

Appendix B Milestones

Appendix C Interconnection Details

Appendix D Security Arrangements Details

Appendix E Commercial Operation Date

Appendix F Addresses for Delivery of Notices and Billings

Appendix G Interconnection Customer's Proportional Share of Costs of Network Upgrades for Applicable Project Group

Appendix H Interconnection Requirements for an Asynchronous Generating Facility

LARGE GENERATOR INTERCONNECTION AGREEMENT

NEXTERA DESERT CENTER BLYTHE, LLC

SOUTHERN CALIFORNIA EDISON COMPANY

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION

THIS LARGE GENERATOR INTERCONNECTION AGREEMENT (“LGIA”) is made and entered into this 12th day of August 2011, by and among **NextEra Desert Center Blythe, LLC**, a limited liability company organized and existing under the laws of the State/Commonwealth of Delaware ("Interconnection Customer" with a Large Generating Facility), **Southern California Edison Company**, a corporation organized and existing under the laws of the State of California (“Participating TO”), and **California Independent System Operator Corporation**, a California nonprofit public benefit corporation organized and existing under the laws of the State of California (“CAISO”). Interconnection Customer, Participating TO, and CAISO each may be referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, CAISO exercises Operational Control over the CAISO Controlled Grid; and

WHEREAS, the Participating TO owns, operates, and maintains the Participating TO’s Transmission System; and

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified as a Large Generating Facility in Appendix C to this LGIA; and

WHEREAS, Interconnection Customer, Participating TO, and CAISO have agreed to enter into this LGIA for the purpose of interconnecting the Large Generating Facility with the Participating TO’s Transmission System;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

When used in this LGIA, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used.

ARTICLE 1. DEFINITIONS

Abandoned Plant Approval shall mean a FERC final order, not subject to rehearing or appeal, unconditionally granting the Participating TO's request for a declaratory order that the Participating TO can recover 100% of its prudently incurred costs for the Network Upgrades if such facilities are abandoned due to circumstances outside of the Participating TO's control.

Adverse System Impact shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety and reliability of the electric system.

Affected System shall mean an electric system other than the CAISO Controlled Grid that may be affected by the proposed interconnection, including the Participating TO's electric system that is not part of the CAISO Controlled Grid.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Applicable Reliability Council shall mean the Western Electricity Coordinating Council or its successor.

Applicable Reliability Standards shall mean the requirements and guidelines of NERC, the Applicable Reliability Council, and the Balancing Authority Area of the Participating TO's Transmission System to which the Generating Facility is directly connected, including requirements adopted pursuant to Section 215 of the Federal Power Act.

Asynchronous Generating Facility shall mean an induction, doubly-fed, or electronic power generating unit(s) that produces 60 Hz (nominal) alternating current.

Balancing Authority shall mean the responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports Interconnection frequency in real time.

Balancing Authority Area shall mean the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.

Base Case shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies.

Breach shall mean the failure of a Party to perform or observe any material term or condition of this LGIA.

Breaching Party shall mean a Party that is in Breach of this LGIA.

Business Day shall mean Monday through Friday, excluding federal holidays and the day after Thanksgiving Day.

CAISO Controlled Grid shall mean the system of transmission lines and associated facilities of the parties to the Transmission Control Agreement that have been placed under the CAISO's Operational Control.

CAISO Tariff shall mean the CAISO's tariff, as filed with FERC, and as amended or supplemented from time to time, or any successor tariff.

Calendar Day shall mean any day including Saturday, Sunday or a federal holiday.

Commercial Operation shall mean the status of an Electric Generating Unit or project phase at a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date of an Electric Generating Unit or project phase shall mean the date on which the Electric Generating Unit or project phase at the Generating Facility commences Commercial Operation as agreed to by the applicable Participating TO, the CAISO, and the Interconnection Customer pursuant to Appendix E to this LGIA, and in accordance with the implementation plan agreed to by the Participating TO and the CAISO for multiple individual Electric Generating Units or project phases at a Generating Facility where an Interconnection Customer intends to establish separate Commercial Operation Dates for those Electric Generating Units or project phases.

Confidential Information shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise, subject to Article 22.1.2.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of this LGIA.

Distribution System shall mean those non-CAISO-controlled transmission and distribution facilities owned by the Participating TO.

Distribution Upgrades shall mean the additions, modifications, and upgrades to the Participating TO's Distribution System. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which this LGIA becomes effective upon execution by all Parties subject to acceptance by FERC, or if filed unexecuted, upon the date specified by FERC.

Electric Generating Unit shall mean an individual electric generator and its associated plant and apparatus whose electrical output is capable of being separately identified and metered.

Emergency Condition shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the CAISO, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the CAISO Controlled Grid or the electric systems of others to which the CAISO Controlled Grid is directly connected; (3) that, in the case of the Participating TO, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Participating TO's Transmission System, Participating TO's Interconnection Facilities, Distribution System, or the electric systems of others to which the Participating TO's electric system is directly connected; or (4) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided, that Interconnection Customer is not obligated by this LGIA to possess black start capability.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

FERC shall mean the Federal Energy Regulatory Commission or its successor.

Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Generating Facility shall mean the Interconnection Customer's Electric Generating Unit(s) used for the production of electricity identified in the Interconnection Customer's Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple energy production devices.

Generator Interconnection Procedures (GIP) shall mean the CAISO protocol that sets forth the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility that is included in CAISO Tariff Appendix Y.

Generator Interconnection Study Process Agreement shall mean the agreement between the Interconnection Customer and the CAISO for the conduct of the Interconnection Studies.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be any one of a number of the optimum practices, methods, or acts to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority shall mean any federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, CAISO, Participating TO, or any Affiliate thereof.

Governing Independent Study Process Interconnection Studies shall mean the engineering study(ies) conducted or caused to be performed by the CAISO, in coordination with the applicable Participating TO(s), that evaluates the impact of the proposed interconnection on the safety and reliability of the Participating TO's Transmission System and, if applicable, an Affected System, which shall consist primarily of a Facilities Study as described in Section 4.5 of the Generation Interconnection Procedures or a System Impact Study as described in Section 4.4 of the Generation Interconnection Procedures.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

Initial Synchronization Date shall mean the date upon which an Electric Generating Unit is initially synchronized and upon which Trial Operation begins.

In-Service Date shall mean the date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Participating TO’s Interconnection Facilities to obtain back feed power.

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of this LGIA, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Participating TO’s Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the Participating TO’s Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Participating TO’s Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Financial Security shall mean any of the financial instruments listed in Section 9.1 of the GIP that are posted by an Interconnection Customer.

Interconnection Handbook shall mean a handbook, developed by the Participating TO and posted on the Participating TO’s web site or otherwise made available by the Participating TO, describing technical and operational requirements for wholesale generators and loads connected to the Participating TO's portion of the CAISO Controlled Grid, as such handbook may be modified or superseded from time to time. Participating TO's standards contained in the Interconnection Handbook shall be deemed consistent with Good Utility Practice and Applicable Reliability Standards. In the event of a conflict between the terms of this LGIA and the terms of the Participating TO's Interconnection Handbook, the terms in this LGIA shall apply.

Interconnection Request shall mean a request, in the form of Appendix 1 to the Generator Interconnection Procedures, in accordance with the CAISO Tariff.

Interconnection Service shall mean the service provided by the Participating TO and CAISO associated with interconnecting the Interconnection Customer's Generating Facility to the Participating TO's Transmission System and enabling the CAISO Controlled Grid to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of this LGIA, the Participating TO's Transmission Owner Tariff, and the CAISO Tariff.

Interconnection Study shall mean

- (i) For Interconnection Requests processed under the cluster study process described in the Generator Interconnection Procedures, either of the following studies: the Phase I Interconnection Study or the Phase II Interconnection Study conducted or caused to be performed by the CAISO, in coordination with the applicable Participating TO(s), pursuant to the Generator Interconnection Procedures;
- (ii) For Interconnection Requests processed under the Independent Study Process described in the Generator Interconnection Procedures, the governing study(ies) conducted or caused to be performed by the CAISO, in coordination with the applicable Participating TO(s), pursuant to the Generator Interconnection Procedures, which shall consist primarily of a Facilities Study as described in Section 4.5 of the GIP or a System Impact Study as described in Section 4.4 of the GIP.

IRS shall mean the Internal Revenue Service.

Large Generating Facility shall mean a Generating Facility having a Generating Facility Capacity of more than 20 MW.

Loss shall mean any and all damages, losses, and claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties.

Material Modification shall mean those modifications that have a material impact on the cost or timing of any Interconnection Request or any other valid interconnection request with a later queue priority date.

Metering Equipment shall mean all metering equipment installed or to be installed for measuring the output of the Generating Facility pursuant to this LGIA at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

NERC shall mean the North American Electric Reliability Corporation or its successor organization.

Network Upgrades shall be Participating TO's Delivery Network Upgrades and Participating TO's Reliability Network Upgrades.

Operational Control shall mean the rights of the CAISO under the Transmission Control Agreement and the CAISO Tariff to direct the parties to the Transmission Control Agreement how to operate their transmission lines and facilities and other electric plant affecting the reliability of those lines and facilities for the purpose of affording comparable non-discriminatory transmission access and meeting applicable reliability criteria.

Partial Termination shall refer to termination of this LGIA as described in Article 2.4.4 where i) this LGIA shall be terminated under Article 2.4.4 only with respect to one or more Electric Generating Units of a Phased Generating Facility; ii) this LGIA shall continue to remain in force and effect with respect to the first Electric Generating Unit to be placed into service and any subsequent Electric Generating Units of the Phased Generating Facility that are not the subject of the Partial Termination, and iii) no disconnection shall occur with respect to the sequence or Electric Generating Units within the Phased Generating Facility that are not terminated.

Partial Termination Charge shall mean that sum paid by the Interconnection Customer upon Partial Termination as provided for in Article 2.4.4.

Partial Termination Charge Security shall mean a form of security, issued in favor of the CAISO, naming the CAISO as the beneficiary for an amount equal to the maximum Partial Termination Charge that may become payable upon Partial Termination as provided for in Article 2.4.4. The Partial Termination Charge Security shall be in a form determined to be acceptable by the CAISO, of the type listed in CAISO GIP (CAISO Tariff Appendix Y) Section 9.1 (a) – (f), but which security shall be held in favor of the CAISO. Partial Termination Charge Security is separate and distinct from the Interconnection Financial Security.

Participating TO's Delivery Network Upgrades shall mean the additions, modifications, and upgrades to the Participating TO's Transmission System at or beyond the Point of Interconnection, other than Reliability Network Upgrades, identified in the Interconnection Studies, as identified in Appendix A, to relieve constraints on the CAISO Controlled Grid.

Participating TO's Interconnection Facilities shall mean all facilities and equipment owned, controlled or operated by the Participating TO from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to this LGIA, including any modifications, additions or upgrades to such facilities and equipment. Participating TO's Interconnection Facilities are sole use facilities and shall

not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Participating TO's Reliability Network Upgrades shall mean the additions, modifications, and upgrades to the Participating TO's Transmission System at or beyond the Point of Interconnection, identified in the Interconnection Studies, as identified in Appendix A, necessary to interconnect the Large Generating Facility safely and reliably to the Participating TO's Transmission System, which would not have been necessary but for the interconnection of the Large Generating Facility, including additions, modifications, and upgrades necessary to remedy short circuit or stability problems resulting from the interconnection of the Large Generating Facility to the Participating TO's Transmission System. Participating TO's Reliability Network Upgrades also include, consistent with Applicable Reliability Standards and Applicable Reliability Council practice, the Participating TO's facilities necessary to mitigate any adverse impact the Large Generating Facility's interconnection may have on a path's Applicable Reliability Council rating. Participating TO's Reliability Network Upgrades do not include any Participating TO's Delivery Network Upgrades.

Participating TO's Transmission System shall mean the facilities owned and operated by the Participating TO and that have been placed under the CAISO's Operational Control, which facilities form part of the CAISO Controlled Grid.

Party or Parties shall mean the Participating TO, CAISO, Interconnection Customer or the applicable combination of the above.

Phase I Interconnection Study shall mean the engineering study conducted or caused to be performed by the CAISO, in coordination with the applicable Participating TO(s), that evaluates the impact of the proposed interconnection on the safety and reliability of the Participating TO's Transmission System and, if applicable, an Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility(ies) were interconnected without identified project modifications or system modifications, as provided in the On-Peak Deliverability Assessment (as defined in the CAISO Tariff), and other potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Generator Interconnection Procedures. The study will also identify the approximate total costs, based on per unit costs, of mitigating these impacts, along with an equitable allocation of those costs to Interconnection Customers for their individual Generating Facilities.

Phase II Interconnection Study shall mean an engineering and operational study conducted or caused to be performed by the CAISO once per calendar year, in coordination with the applicable Participating TO(s), to determine the Point of Interconnection and a list of facilities (including the Participating TO's Interconnection Facilities, Network Upgrades, Distribution Upgrades, and Stand Alone Network Upgrades), the cost of those facilities, and the time required to interconnect the Generating Facility(ies) with the Participating TO's Transmission System.

Phased Generating Facility shall mean a Generating Facility that is structured to be completed and to achieve Commercial Operation in two or more successive sequences that are specified in this LGIA, such that each sequence comprises a portion of the total megawatt generation capacity of the entire Generating Facility.

Point of Change of Ownership shall mean the point, as set forth in Appendix A to this LGIA, where the Interconnection Customer's Interconnection Facilities connect to the Participating TO's Interconnection Facilities.

Point of Interconnection shall mean the point, as set forth in Appendix A to this LGIA, where the Interconnection Facilities connect to the Participating TO's Transmission System.

QF PGA shall mean a Qualifying Facility Participating Generator Agreement specifying the special provisions for the operating relationship between a Qualifying Facility and the CAISO, a pro forma version of which is set forth in Appendix B.3 of the CAISO Tariff.

Qualifying Facility shall mean a qualifying cogeneration facility or qualifying small power production facility, as defined in the Code of Federal Regulations, Title 18, Part 292 (18 C.F.R. §292).

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under this LGIA, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Scoping Meeting shall mean the meeting among representatives of the Interconnection Customer, the Participating TO(s), other Affected Systems, and the CAISO conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

Stand Alone Network Upgrades shall mean Network Upgrades that the Interconnection Customer may construct without affecting day-to-day operations of the CAISO Controlled Grid or Affected Systems during their construction. The Participating TO, the CAISO, and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to this LGIA.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, that protects (1) the Participating TO's Transmission System, Participating TO's Interconnection Facilities, CAISO Controlled Grid, and Affected Systems from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the CAISO Controlled Grid, Participating TO's

Interconnection Facilities, and Affected Systems or on other delivery systems or other generating systems to which the CAISO Controlled Grid is directly connected.

Transmission Control Agreement shall mean CAISO FERC Electric Tariff No. 7.

Transmission Revenue Balancing Account shall have the meaning set forth in Appendix A of the CAISO Tariff.

Trial Operation shall mean the period during which the Interconnection Customer is engaged in on-site test operations and commissioning of an Electric Generating Unit prior to Commercial Operation.

ARTICLE 2. EFFECTIVE DATE, TERM AND TERMINATION

2.1 Effective Date. This LGIA shall become effective upon execution by all Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC. The CAISO and Participating TO shall promptly file this LGIA with FERC upon execution in accordance with Article 3.1, if required.

2.2 Term of Agreement. Subject to the provisions of Article 2.3, this LGIA shall remain in effect for a period of thirty (30) years from the Effective Date and shall be automatically renewed for each successive one-year period thereafter.

2.3 Termination Procedures.

2.3.1 Written Notice. This LGIA may be terminated by the Interconnection Customer after giving the CAISO and the Participating TO ninety (90) Calendar Days advance written notice, or by the CAISO and the Participating TO notifying FERC after the Generating Facility permanently ceases Commercial Operation.

2.3.2 Default. A Party may terminate this LGIA in accordance with Article 17.

2.3.3 Suspension of Work. This LGIA may be deemed terminated in accordance with Article 5.16.

2.3.4 Notwithstanding Articles 2.3.1, 2.3.2, and 2.3.3, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with FERC of a notice of termination of this LGIA (if applicable), which notice has been accepted for filing by FERC, and the Interconnection Customer has fulfilled its termination cost obligations under Article 2.4.

2.3.5 Partial Termination. The Parties have included within this LGIA a provision for Partial Termination of this LGIA, the terms of which are set

forth in Article 2.4.4. Notwithstanding any other term of this LGIA, Partial Termination shall be determined to have occurred in any and all circumstances where (i) one or more sequences or Electric Generating Units for which the Interconnection Customer has secured Partial Termination eligibility are terminated, (ii) this LGIA has not been terminated in its entirety and (iii) all sequences or Electric Generating Units have not been disconnected pursuant to Article 2.5.

- 2.4 Termination Costs.** Immediately upon the other Parties' receipt of a notice of the termination of this LGIA pursuant to Article 2.3 above, the CAISO and the Participating TO will determine the total cost responsibility of the Interconnection Customer. If, as of the date of the other Parties' receipt of the notice of termination, the Interconnection Customer has not already paid its share of Network Upgrade costs, as set forth in Appendix G to this LGIA, the Participating TO will liquidate the Interconnection Customer's Interconnection Financial Security associated with its cost responsibility for Network Upgrades, in accordance with Section 9.4 of the GIP.

The Interconnection Customer will also be responsible for all costs incurred or irrevocably committed to be incurred in association with the construction of the Participating TO's Interconnection Facilities (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) and other such expenses, including any Distribution Upgrades for which the Participating TO or CAISO has incurred expenses or has irrevocably committed to incur expenses and has not been reimbursed by the Interconnection Customer, as of the date of the other Parties' receipt of the notice of termination, subject to the limitations set forth in this Article 2.4. However, to the extent that the costs of the Participating TO's Network Upgrades have received Abandoned Plant Approval, the Interconnection Customer shall not be responsible for those termination charges. Nothing in this Article 2.4 shall limit the Parties' rights under Article 17. If, as of the date of the other Parties' receipt of the notice of termination, the Interconnection Customer has not already reimbursed the Participating TO and the CAISO for costs incurred to construct the Participating TO's Interconnection Facilities, the Participating TO will liquidate the Interconnection Customer's Interconnection Financial Security associated with the construction of the Participating TO's Interconnection Facilities, in accordance with Section 9.4 of the GIP. If the amount of the Interconnection Financial Security liquidated by the Participating TO under this Article 2.4 is insufficient to compensate the CAISO and the Participating TO for actual costs associated with the construction of the Participating TO's Interconnection Facilities contemplated in this Article, any additional amounts will be the responsibility of the Interconnection Customer, subject to the provisions of Section 9.4 of the GIP. Any such additional amounts due from the Interconnection Customer beyond the amounts covered by its Interconnection Financial Security will be due to the Participating TO immediately upon termination of this LGIA in accordance with Section 9.4 of the GIP.

If the amount of the Interconnection Financial Security exceeds the Interconnection Customer's cost responsibility under Section 9.4 of the GIP, any excess amount will be released to the Interconnection Customer in accordance with Section 9.4 of the GIP.

(a) *Interrelationship of Abandoned Plant Approval and Termination Costs.* As the Participating TO has been granted Abandoned Plant Approval, the Interconnection Customer shall not be responsible for any termination costs for the Network Upgrades that SCE will upfront finance. The Parties acknowledge and agree that the Partial Termination Charge does not apply in situations of termination of this LGIA in its entirety, and no reduction of the Partial Termination Charge shall be made by reason of Abandoned Plant Approval.

(b) *Interrelationship of Termination of the Entire LGIA under Article 2.4 and Partial Termination under 2.4.4.* Nothing in this Article 2.4 shall limit the operation of those provisions pertaining to Partial Termination or the Partial Termination Charge contained in Article 2.4.4. In the event of Partial Termination, the provisions of Article 2.4 shall govern.

2.4.1 Notwithstanding the foregoing, in the event of termination by a Party, all Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. With respect to any portion of the Participating TO's Interconnection Facilities that have not yet been constructed or installed, the Participating TO shall to the extent possible and with the Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event the Interconnection Customer elects not to authorize such cancellation, the Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and the Participating TO shall deliver such material and equipment, and, if necessary, assign such contracts, to the Interconnection Customer as soon as practicable, at the Interconnection Customer's expense. To the extent that the Interconnection Customer has already paid the Participating TO for any or all such costs of materials or equipment not taken by the Interconnection Customer, the Participating TO shall promptly refund such amounts to the Interconnection Customer, less any costs, including penalties, incurred by the Participating TO to cancel any pending orders of or return such materials, equipment, or contracts.

- 2.4.2** The Participating TO may, at its option, retain any portion of such materials, equipment, or facilities that the Interconnection Customer chooses not to accept delivery of, in which case the Participating TO shall be responsible for all costs associated with procuring such materials, equipment, or facilities.
- 2.4.3** With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this LGIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.
- 2.4.4 Partial Termination.** The Parties agree that this LGIA shall provide for Partial Termination on the terms and conditions of this Article 2.4.4. This Article 2.4.4 shall apply only in the event of Partial Termination and shall not apply if this LGIA is terminated with respect to the entire Generating Facility. Partial Termination shall be deemed to have occurred, and the terms of this Article 2.4.4 shall apply in any and all situations of termination under this LGIA where the LGIA is not terminated in its entirety with the corresponding disconnection of all Electric Generating Units or sequences of the Generating Facility that are the subject of this LGIA; provided, however, that Partial Termination may occur only with respect to those Electric Generating Units for which the Interconnection Customer has previously provided Partial Termination Charge Security, such that no Partial Termination of an Electric Generating Unit may occur for which the Partial Termination right has not been secured.
- 2.4.4.1** Except as set forth in Appendix A, Section 14, Table 2B, in the event of Partial Termination, the Interconnection Customer shall pay a Partial Termination Charge. The Partial Termination Charge shall be payable to the CAISO and shall be secured by the Partial Termination Charge Security. The Partial Termination Charge Security shall correspond to the Partial Termination Charge which shall be an amount equal to the product of ten percent (10%) of the dollar amount of the Interconnection Customer's cost responsibility for the Network Upgrades in the absence of Participating TO upfront funding for the entire Phased Generating Facility times (multiplied by) the ratio of the megawatt capacity of the portion of the Phased Generating Facility that is terminated to the megawatt capacity of the entire Phased Generating Facility. The following specific items related to Partial Termination are set forth in Appendix A, Section 12: the amount of the Partial Termination Charge and Partial Termination Charge Security; the timing for posting of the security, and the details for reduction of the security for Electric Generating Units that achieve Commercial Operation prior to Partial Termination.

- 2.4.4.2** Partial Termination may be exercised following the delivery of the Partial Termination Charge Security for the Electric Generating Units for which the Interconnection Customer has elected to make the Partial Termination available either: (i) at the option of the Interconnection Customer, exercisable in its sole discretion; or, (ii) upon notice at the mutual discretion of the Participating TO's and the CAISO, (a) upon failure of the Interconnection Customer to achieve Commercial Operation of such Electric Generating Units within the time period specified in Appendix A , Section 12(d), or (b) upon the failure of the Interconnection Customer to meet any of the milestones set forth in Appendix A, subject to the terms and conditions of Appendix A, Section 14(d). The notice referenced in this Article 2.4.4.2 may run concurrently with any other notice provided by the Party under this LGIA (including notices pertaining to Default, or failure to meet milestones relating to decision points) and shall not provide the noticed Parties with any additional period of time for cure in such other notices.
- 2.4.4.3** Upon written notice by either (i) the Interconnection Customer to the other Parties; or (ii) the Participating TO and the CAISO to the Interconnection Customer; that the noticing Party has invoked Partial Termination, the Partial Termination Charge shall become immediately due and owing, and the CAISO shall liquidate the Partial Termination Charge Security for collection of the applicable Partial Termination Charge, and apply such Partial Termination Charge funds as specified in Section 2.4.4.5.
- 2.4.4.4** Upon Partial Termination, the Parties shall amend this LGIA to remove from this LGIA the terms and conditions specifying continuing rights and obligations of the Parties with respect to the applicable Electric Generating Unit(s) of the Phased Generating Facility which have been the subject of the Partial Termination, and to specify the continuing rights and obligations of the Parties with respect to the Electric Generating Units which remain the subject of the LGIA. The amended LGIA shall reflect that the Parties have partially terminated the LGIA as to the terminated Electric Generating Unit(s), but not as to any provisions relevant to the Electric Generating Unit(s) for which Partial Termination has not been exercised. The amended LGIA shall further reflect the lower generation capacity of the Generating Facility in its new condition following Partial Termination, and, to the extent that the interconnection configuration that has been modified as a result of the Partial Termination, shall set forth the modified configuration in the amended and restated Appendices to this LGIA.
- 2.4.4.5** After written notice of Partial Termination under Article 2.4.4.5, and the expiration of any opportunity to cure relating to any concurrent notices (such as notices of Default or notices relating to milestones and decision

points) the CAISO shall cause the Partial Termination Charge funds to be applied and disbursed in such a manner as to cause a credit toward the Transmission Revenue Balancing Account ("TRBA") of the Participating TO. The Parties agree to cooperate and execute such agreements and undertake such actions as may be necessary to apply the funds to credit this account.

2.4.4.6 If this LGIA is terminated in its entirety prior to any event of Partial Termination, then any Partial Termination Charge Security which was provided to the CAISO prior to the Partial Termination shall be returned to the Interconnection Customer. The Parties acknowledge that there could be a situation where the LGIA was partially terminated in one transaction, followed by a termination of the entire LGIA in a subsequent transaction, in that event, the amount of Partial Termination Charge Security associated with such previous Partial Termination shall not be returned to the Interconnection Customer.

2.4.4.7 In the event of Partial Termination, the Partial Termination Charge and application of such charge as a credit to the Participating TO's TRBA shall serve as the recourse of the CAISO and the Participating TO for any costs associated with the Network Upgrades that are the subject of upfront financing by the Participating TO as described in this LGIA, and the Interconnection Customer shall not be responsible for payment to the CAISO or the Participating TO for any further costs, charges or expenses attributable to the Network Upgrades that the Participating TO is obligated to finance as described in this LGIA by virtue of its commitment to provide upfront financing.

2.5 Disconnection. Upon termination of this LGIA in its entirety, the Parties will take all appropriate steps to disconnect the Large Generating Facility from the Participating TO's Transmission System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this LGIA or such non-terminating Party otherwise is responsible for these costs under this LGIA.

2.6 Survival. This LGIA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this LGIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this LGIA was in effect; and to permit each Party to have access to the lands of the other Parties pursuant to this LGIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

ARTICLE 3. REGULATORY FILINGS AND CAISO TARIFF COMPLIANCE

- 3.1 Filing.** The Participating TO and the CAISO shall file this LGIA (and any amendment hereto) with the appropriate Governmental Authority(ies), if required. The Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 22. If the Interconnection Customer has executed this LGIA, or any amendment thereto, the Interconnection Customer shall reasonably cooperate with the Participating TO and CAISO with respect to such filing and to provide any information reasonably requested by the Participating TO or CAISO needed to comply with applicable regulatory requirements.
- 3.2 Agreement Subject to CAISO Tariff.** The Interconnection Customer will comply with all applicable provisions of the CAISO Tariff, including the GIP.
- 3.3 Relationship Between this LGIA and the CAISO Tariff.** With regard to rights and obligations between the Participating TO and the Interconnection Customer, if and to the extent a matter is specifically addressed by a provision of this LGIA (including any appendices, schedules or other attachments to this LGIA), the provisions of this LGIA shall govern. If and to the extent a provision of this LGIA is inconsistent with the CAISO Tariff and dictates rights and obligations between the CAISO and the Participating TO or the CAISO and the Interconnection Customer, the CAISO Tariff shall govern.
- 3.4 Relationship Between this LGIA and the QF PGA.** With regard to the rights and obligations of a Qualifying Facility that has entered into a QF PGA with the CAISO and has entered into this LGIA, if and to the extent a matter is specifically addressed by a provision of the QF PGA that is inconsistent with this LGIA, the terms of the QF PGA shall govern.

ARTICLE 4. SCOPE OF SERVICE

- 4.1 Interconnection Service.** Interconnection Service allows the Interconnection Customer to connect the Large Generating Facility to the Participating TO's Transmission System and be eligible to deliver the Large Generating Facility's output using the available capacity of the CAISO Controlled Grid. To the extent the Interconnection Customer wants to receive Interconnection Service, the Participating TO shall construct facilities identified in Appendices A and C that the Participating TO is responsible to construct.

Interconnection Service does not necessarily provide the Interconnection Customer with the capability to physically deliver the output of its Large Generating Facility to any particular load on the CAISO Controlled Grid without incurring congestion costs. In the event of transmission constraints on the CAISO Controlled Grid, the Interconnection Customer's Large Generating Facility shall be subject to the applicable congestion management procedures in the CAISO Tariff in the same manner as all other resources.

- 4.2 Provision of Service.** The Participating TO and the CAISO shall provide Interconnection Service for the Large Generating Facility.
- 4.3 Performance Standards.** Each Party shall perform all of its obligations under this LGIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this LGIA for its compliance therewith. If such Party is the CAISO or Participating TO, then that Party shall amend the LGIA and submit the amendment to FERC for approval.
- 4.4 No Transmission Service.** The execution of this LGIA does not constitute a request for, nor the provision of, any transmission service under the CAISO Tariff, and does not convey any right to deliver electricity to any specific customer or point of delivery.
- 4.5 Interconnection Customer Provided Services.** The services provided by Interconnection Customer under this LGIA are set forth in Article 9.6 and Article 13.5.1. Interconnection Customer shall be paid for such services in accordance with Article 11.6.

ARTICLE 5. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION

Interconnection Facilities, Network Upgrades, and Distribution Upgrades shall be studied, designed, and constructed pursuant to Good Utility Practice. Such studies, design and construction shall be based on the assumed accuracy and completeness of all technical information received by the Participating TO and the CAISO from the Interconnection Customer associated with interconnecting the Large Generating Facility.

- 5.1 Options.** Unless otherwise mutually agreed among the Parties, the Interconnection Customer shall select the In-Service Date, Initial Synchronization Date, and Commercial Operation Date; and either Standard Option or Alternate Option set forth below for completion of the Participating TO's Interconnection Facilities and Network Upgrades as set forth in Appendix A, Interconnection Facilities, Network Upgrades, and Distribution Upgrades, and such dates and selected option shall be set forth in Appendix B, Milestones.
- 5.1.1 Standard Option.** The Participating TO shall design, procure, and construct the Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades, using Reasonable Efforts to complete the Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades by the dates set forth in Appendix B, Milestones. The Participating TO shall not be required to undertake any action which is inconsistent with its standard safety practices, its material

and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event the Participating TO reasonably expects that it will not be able to complete the Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades by the specified dates, the Participating TO shall promptly provide written notice to the Interconnection Customer and the CAISO and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.1.2 Alternate Option. If the dates designated by the Interconnection Customer are acceptable to the Participating TO, the Participating TO shall so notify the Interconnection Customer within thirty (30) Calendar Days, and shall assume responsibility for the design, procurement and construction of the Participating TO's Interconnection Facilities by the designated dates.

If the Participating TO subsequently fails to complete the Participating TO's Interconnection Facilities by the In-Service Date, to the extent necessary to provide back feed power; or fails to complete Network Upgrades by the Initial Synchronization Date to the extent necessary to allow for Trial Operation at full power output, unless other arrangements are made by the Parties for such Trial Operation; or fails to complete the Network Upgrades by the Commercial Operation Date, as such dates are reflected in Appendix B, Milestones; the Participating TO shall pay the Interconnection Customer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by the Interconnection Customer shall be extended day for day for each day that the CAISO refuses to grant clearances to install equipment.

5.1.3 Option to Build. If the dates designated by the Interconnection Customer are not acceptable to the Participating TO, the Participating TO shall so notify the Interconnection Customer within thirty (30) Calendar Days, and unless the Parties agree otherwise, the Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades. If the Interconnection Customer elects to exercise its option to assume responsibility for the design, procurement and construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades, it shall so notify the Participating TO within thirty (30) Calendar Days of receipt of the Participating TO's notification that the designated dates are not acceptable to the Participating TO. The Participating TO, CAISO, and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A to this LGIA. Except for Stand Alone Network Upgrades, the

Interconnection Customer shall have no right to construct Network Upgrades under this option.

5.1.4 Negotiated Option. If the Interconnection Customer elects not to exercise its option under Article 5.1.3, Option to Build, the Interconnection Customer shall so notify the Participating TO within thirty (30) Calendar Days of receipt of the Participating TO's notification that the designated dates are not acceptable to the Participating TO, and the Parties shall in good faith attempt to negotiate terms and conditions (including revision of the specified dates and liquidated damages, the provision of incentives or the procurement and construction of a portion of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades by the Interconnection Customer) pursuant to which the Participating TO is responsible for the design, procurement and construction of the Participating TO's Interconnection Facilities and Network Upgrades. If the Parties are unable to reach agreement on such terms and conditions, the Participating TO shall assume responsibility for the design, procurement and construction of the Participating TO's Interconnection Facilities and Network Upgrades pursuant to Article 5.1.1, Standard Option.

5.2 General Conditions Applicable to Option to Build. If the Interconnection Customer assumes responsibility for the design, procurement and construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades,

(1) the Interconnection Customer shall engineer, procure equipment, and construct the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by the Participating TO;

(2) The Interconnection Customer's engineering, procurement and construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law to which the Participating TO would be subject in the engineering, procurement or construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades;

(3) the Participating TO shall review, and the Interconnection Customer shall obtain the Participating TO's approval of, the engineering design, equipment acceptance tests, and the construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades, which approval shall not be unreasonably withheld, and the CAISO may, at its option, review the engineering design, equipment acceptance tests, and the construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades;

(4) prior to commencement of construction, the Interconnection Customer shall provide to the Participating TO, with a copy to the CAISO for informational purposes, a schedule for construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from the Participating TO;

(5) at any time during construction, the Participating TO shall have the right to gain unrestricted access to the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;

(6) at any time during construction, should any phase of the engineering, equipment procurement, or construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by the Participating TO, the Interconnection Customer shall be obligated to remedy deficiencies in that portion of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades;

(7) the Interconnection Customer shall indemnify the CAISO and Participating TO for claims arising from the Interconnection Customer's construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 Indemnity;

(8) The Interconnection Customer shall transfer control of the Participating TO's Interconnection Facilities to the Participating TO and shall transfer Operational Control of Stand Alone Network Upgrades to the CAISO;

(9) Unless the Parties otherwise agree, the Interconnection Customer shall transfer ownership of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades to the Participating TO. As soon as reasonably practicable, but within twelve months after completion of the construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades, the Interconnection Customer shall provide an invoice of the final cost of the construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades to the Participating TO, which invoice shall set forth such costs in sufficient detail to enable the Participating TO to reflect the proper costs of such facilities in its transmission rate base and to identify the investment upon which refunds will be provided;

(10) the Participating TO shall accept for operation and maintenance the Participating TO's Interconnection Facilities and Stand Alone Network

Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2; and

(11) The Interconnection Customer's engineering, procurement and construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of the "Option to Build" conditions set forth in Appendix C. Interconnection Customer shall deliver to the Participating TO "as-built" drawings, information, and any other documents that are reasonably required by the Participating TO to assure that the Interconnection Facilities and Stand-Alone Network Upgrades are built to the standards and specifications required by the Participating TO.

5.3 Liquidated Damages. The actual damages to the Interconnection Customer, in the event the Participating TO's Interconnection Facilities or Network Upgrades are not completed by the dates designated by the Interconnection Customer and accepted by the Participating TO pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by the Participating TO to the Interconnection Customer in the event that the Participating TO does not complete any portion of the Participating TO's Interconnection Facilities or Network Upgrades by the applicable dates, shall be an amount equal to $\frac{1}{2}$ of 1 percent per day of the actual cost of the Participating TO's Interconnection Facilities and Network Upgrades, in the aggregate, for which the Participating TO has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of the Participating TO's Interconnection Facilities and Network Upgrades for which the Participating TO has assumed responsibility to design, procure, and construct. The foregoing payments will be made by the Participating TO to the Interconnection Customer as just compensation for the damages caused to the Interconnection Customer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this LGIA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for the Participating TO's failure to meet its schedule.

No liquidated damages shall be paid to the Interconnection Customer if: (1) the Interconnection Customer is not ready to commence use of the Participating TO's Interconnection Facilities or Network Upgrades to take the delivery of power for the Electric Generating Unit's Trial Operation or to export power from the Electric Generating Unit on the specified dates, unless the Interconnection Customer would have been able to commence use of the Participating TO's Interconnection Facilities or Network Upgrades to take the delivery of power for Electric

Generating Unit's Trial Operation or to export power from the Electric Generating Unit, but for the Participating TO's delay; (2) the Participating TO's failure to meet the specified dates is the result of the action or inaction of the Interconnection Customer or any other interconnection customer who has entered into an interconnection agreement with the CAISO and/or Participating TO, action or inaction by the CAISO, or any cause beyond the Participating TO's reasonable control or reasonable ability to cure; (3) the Interconnection Customer has assumed responsibility for the design, procurement and construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades; or (4) the Parties have otherwise agreed.

In no event shall the CAISO have any responsibility or liability to the Interconnection Customer for liquidated damages pursuant to the provisions of this Article 5.3.

5.4 Power System Stabilizers. The Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with Applicable Reliability Standards, the guidelines and procedures established by the Applicable Reliability Council, and the provisions of Section 4.6.5.1 of the CAISO Tariff. The CAISO reserves the right to establish reasonable minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Large Generating Facility. If the Large Generating Facility's Power System Stabilizers are removed from service or not capable of automatic operation, the Interconnection Customer shall immediately notify the CAISO and the Participating TO and restore the Power System Stabilizers to operation as soon as possible. The CAISO shall have the right to order the reduction in output or disconnection of the Large Generating Facility if the reliability of the CAISO Controlled Grid would be adversely affected as a result of improperly tuned Power System Stabilizers. The requirements of this Article 5.4 shall apply to Asynchronous Generating Facilities in accordance with Appendix H.

5.5 Equipment Procurement. If responsibility for construction of the Participating TO's Interconnection Facilities or Network Upgrades is to be borne by the Participating TO, then the Participating TO shall commence design of the Participating TO's Interconnection Facilities or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

5.5.1 The CAISO, in coordination with the applicable Participating TO(s), has completed the Phase II Interconnection Study or Governing Independent Study Interconnection Study pursuant to the applicable Generator Interconnection Facilities Study Process Agreement or other applicable study process agreement;

- 5.5.2** The Participating TO has received written authorization to proceed with design and procurement from the Interconnection Customer by the date specified in Appendix B, Milestones; and
- 5.5.3** The Interconnection Customer has provided security to the Participating TO in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.
- 5.6 Construction Commencement.** The Participating TO shall commence construction of the Participating TO's Interconnection Facilities and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:
- 5.6.1** Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;
- 5.6.2** Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of the Participating TO's Interconnection Facilities and Network Upgrades;
- 5.6.3** The Participating TO has received written authorization to proceed with construction from the Interconnection Customer by the date specified in Appendix B, Milestones; and
- 5.6.4** The Interconnection Customer has provided payment and security to the Participating TO in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.
- 5.7 Work Progress.** The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. Any Party may, at any time, request a progress report from another Party. If, at any time, the Interconnection Customer determines that the completion of the Participating TO's Interconnection Facilities will not be required until after the specified In-Service Date, the Interconnection Customer will provide written notice to the Participating TO and CAISO of such later date upon which the completion of the Participating TO's Interconnection Facilities will be required.
- 5.8 Information Exchange.** As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Interconnection Customer's Interconnection Facilities and Participating TO's Interconnection Facilities and compatibility of the Interconnection Facilities with the Participating TO's Transmission System, and shall work diligently and in good faith to make any necessary design changes.
- 5.9 Limited Operation.** If any of the Participating TO's Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the

Commercial Operation Date of the Electric Generating Unit, the Participating TO and/or CAISO, as applicable, shall, upon the request and at the expense of the Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Electric Generating Unit and the Interconnection Customer's Interconnection Facilities may operate prior to the completion of the Participating TO's Interconnection Facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this LGIA. The Participating TO and CAISO shall permit Interconnection Customer to operate the Electric Generating Unit and the Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.

5.10 Interconnection Customer's Interconnection Facilities. The Interconnection Customer shall, at its expense, design, procure, construct, own and install the Interconnection Customer's Interconnection Facilities, as set forth in Appendix A.

5.10.1 Large Generating Facility and Interconnection Customer's Interconnection Facilities Specifications. In addition to the Interconnection Customer's responsibility to submit technical data with its Interconnection Request as required by Section 3.5.1 of the GIP, the Interconnection Customer shall submit all remaining necessary specifications for the Interconnection Customer's Interconnection Facilities and Large Generating Facility, including System Protection Facilities, to the Participating TO and the CAISO at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. The Participating TO and the CAISO shall review such specifications pursuant to this LGIA and the GIP to ensure that the Interconnection Customer's Interconnection Facilities and Large Generating Facility are compatible with the technical specifications, operational control, safety requirements, and any other applicable requirements of the Participating TO and the CAISO and comment on such specifications within thirty (30) Calendar Days of the Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

5.10.2 Participating TO's and CAISO's Review. The Participating TO's and the CAISO's review of the Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Large Generating Facility, or the Interconnection Customer's Interconnection Facilities. Interconnection Customer shall make such changes to the Interconnection Customer's Interconnection Facilities as may reasonably be required by the Participating TO or the CAISO, in accordance with Good Utility Practice, to ensure that the Interconnection Customer's Interconnection

Facilities are compatible with the technical specifications, Operational Control, and safety requirements of the Participating TO or the CAISO.

5.10.3 Interconnection Customer's Interconnection Facilities Construction.

The Interconnection Customer's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Participating TO and Interconnection Customer agree on another mutually acceptable deadline, the Interconnection Customer shall deliver to the Participating TO and CAISO "as-built" drawings, information and documents for the Interconnection Customer's Interconnection Facilities and the Electric Generating Unit(s), such as: a one-line diagram, a site plan showing the Large Generating Facility and the Interconnection Customer's Interconnection Facilities, plan and elevation drawings showing the layout of the Interconnection Customer's Interconnection Facilities, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with the Interconnection Customer's step-up transformers, the facilities connecting the Large Generating Facility to the step-up transformers and the Interconnection Customer's Interconnection Facilities, and the impedances (determined by factory tests) for the associated step-up transformers and the Electric Generating Units. The Interconnection Customer shall provide the Participating TO and the CAISO specifications for the excitation system, automatic voltage regulator, Large Generating Facility control and protection settings, transformer tap settings, and communications, if applicable. Any deviations from the relay settings, machine specifications, and other specifications originally submitted by the Interconnection Customer shall be assessed by the Participating TO and the CAISO pursuant to the appropriate provisions of this LGIA and the GIP.

5.10.4 Interconnection Customer to Meet Requirements of the Participating TO's Interconnection Handbook. The Interconnection Customer shall comply with the Participating TO's Interconnection Handbook.

5.11 Participating TO's Interconnection Facilities Construction. The Participating TO's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Participating TO and Interconnection Customer agree on another mutually acceptable deadline, the Participating TO shall deliver to the Interconnection Customer and the CAISO the following "as-built" drawings, information and documents for the Participating TO's Interconnection Facilities. No as-built drawings will be provided.

The Participating TO will obtain control for operating and maintenance purposes of the Participating TO's Interconnection Facilities and Stand Alone Network

Upgrades upon completion of such facilities. Pursuant to Article 5.2, the CAISO will obtain Operational Control of the Stand Alone Network Upgrades prior to the Commercial Operation Date.

- 5.12 Access Rights.** Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party (“Granting Party”) shall furnish at no cost to the other Party (“Access Party”) any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Large Generating Facility with the Participating TO’s Transmission System; (ii) operate and maintain the Large Generating Facility, the Interconnection Facilities and the Participating TO’s Transmission System; and (iii) disconnect or remove the Access Party’s facilities and equipment upon termination of this LGIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party’s business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.
- 5.13 Lands of Other Property Owners.** If any part of the Participating TO’s Interconnection Facilities and/or Network Upgrades are to be installed on property owned by persons other than the Interconnection Customer or Participating TO, the Participating TO shall at the Interconnection Customer’s expense use efforts, similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove the Participating TO’s Interconnection Facilities and/or Network Upgrades upon such property.
- 5.14 Permits.** Participating TO and Interconnection Customer shall cooperate with each other in good faith in obtaining all permits, licenses and authorization that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, the Participating TO shall provide permitting assistance to the Interconnection Customer comparable to that provided to the Participating TO’s own, or an Affiliate’s generation.
- 5.15 Early Construction of Base Case Facilities.** The Interconnection Customer may request the Participating TO to construct, and the Participating TO shall construct, using Reasonable Efforts to accommodate Interconnection Customer’s In-Service Date, all or any portion of any Network Upgrades required for Interconnection Customer to be interconnected to the Participating TO’s

Transmission System which are included in the Base Case of the Interconnection Studies for the Interconnection Customer, and which also are required to be constructed for another interconnection customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date.

5.16 Suspension. The Interconnection Customer reserves the right, upon written notice to the Participating TO and the CAISO, to suspend at any time all work associated with the construction and installation of the Participating TO's Interconnection Facilities, Network Upgrades, and/or Distribution Upgrades required under this LGIA, other than Network Upgrades identified in the Phase II Interconnection Study as common to multiple Generating Facilities, with the condition that the Participating TO's electrical system and the CAISO Controlled Grid shall be left in a safe and reliable condition in accordance with Good Utility Practice and the Participating TO's safety and reliability criteria and the CAISO's Applicable Reliability Standards. In such event, the Interconnection Customer shall be responsible for all reasonable and necessary costs which the Participating TO (i) has incurred pursuant to this LGIA prior to the suspension and (ii) incurs in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the Participating TO's electric system during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which the Participating TO cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor contract, the Participating TO shall obtain Interconnection Customer's authorization to do so.

Network Upgrades common to multiple Generating Facilities, and to which the Interconnection Customer's right of suspension shall not extend, consist of Network Upgrades identified for:

- (i) Generating Facilities which are the subject of all Interconnection Requests made prior to the Interconnection Customer's Interconnection Request;
- (ii) Generating Facilities which are the subject of Interconnection Requests within the Interconnection Customer's queue cluster; and
- (iii) Generating Facilities that are the subject of Interconnection Requests that were made after the Interconnection Customer's Interconnection Request but no later than the date on which the Interconnection Customer's Phase II Study Report is issued, and have been modeled in the Base Case at the time the Interconnection Customer seeks to exercise its suspension rights under this Section.

The Participating TO shall invoice the Interconnection Customer for such costs pursuant to Article 12 and shall use due diligence to minimize its costs. In the

event Interconnection Customer suspends work required under this LGIA pursuant to this Article 5.16, and has not requested the Participating TO to recommence the work or has not itself recommenced work required under this LGIA in time to ensure that the new projected Commercial Operation Date for the full Generating Facility Capacity of the Large Generating Facility is no more than three (3) years from the Commercial Operation Date identified in Appendix B hereto, this LGIA shall be deemed terminated and the Interconnection Customer's responsibility for costs will be determined in accordance with Article 2.4 of this LGIA. The suspension period shall begin on the date the suspension is requested, or the date of the written notice to the Participating TO and the CAISO, if no effective date is specified.

5.17 Taxes.

5.17.1 Interconnection Customer Payments Not Taxable. The Parties intend that all payments or property transfers made by the Interconnection Customer to the Participating TO for the installation of the Participating TO's Interconnection Facilities and the Network Upgrades shall be non-taxable, either as contributions to capital, or as a refundable advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

5.17.2 Representations And Covenants. In accordance with IRS Notice 2001-82 and IRS Notice 88-129, the Interconnection Customer represents and covenants that (i) ownership of the electricity generated at the Large Generating Facility will pass to another party prior to the transmission of the electricity on the CAISO Controlled Grid, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to the Participating TO for the Participating TO's Interconnection Facilities will be capitalized by the Interconnection Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of the Participating TO's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Large Generating Facility. For this purpose, "de minimis amount" means no more than 5 percent of the total power flows in both directions, calculated in accordance with the "5 percent test" set forth in IRS Notice 88-129. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At the Participating TO's request, the Interconnection Customer shall provide the Participating TO with a report from an independent engineer confirming its representation in clause (iii), above. The Participating TO

represents and covenants that the cost of the Participating TO's Interconnection Facilities paid for by the Interconnection Customer without the possibility of refund or credit will have no net effect on the base upon which rates are determined.

5.17.3 Indemnification for the Cost Consequence of Current Tax Liability Imposed Upon the Participating TO. Notwithstanding Article 5.17.1, the Interconnection Customer shall protect, indemnify and hold harmless the Participating TO from the cost consequences of any current tax liability imposed against the Participating TO as the result of payments or property transfers made by the Interconnection Customer to the Participating TO under this LGIA for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by the Participating TO.

The Participating TO shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges the Interconnection Customer under this LGIA unless (i) the Participating TO has determined, in good faith, that the payments or property transfers made by the Interconnection Customer to the Participating TO should be reported as income subject to taxation or (ii) any Governmental Authority directs the Participating TO to report payments or property as income subject to taxation; provided, however, that the Participating TO may require the Interconnection Customer to provide security for Interconnection Facilities, in a form reasonably acceptable to the Participating TO (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax liability under this Article 5.17. The Interconnection Customer shall reimburse the Participating TO for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from the Participating TO of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten year testing period and the applicable statute of limitation, as it may be extended by the Participating TO upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

5.17.4 Tax Gross-Up Amount. The Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that the Interconnection Customer will pay the Participating TO, in addition to the amount paid for the Interconnection Facilities and Network Upgrades, an amount equal to (1)

the current taxes imposed on the Participating TO (“Current Taxes”) on the excess of (a) the gross income realized by the Participating TO as a result of payments or property transfers made by the Interconnection Customer to the Participating TO under this LGIA (without regard to any payments under this Article 5.17) (the “Gross Income Amount”) over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the “Present Value Depreciation Amount”), plus (2) an additional amount sufficient to permit the Participating TO to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose, (i) Current Taxes shall be computed based on the Participating TO’s composite federal and state tax rates at the time the payments or property transfers are received and the Participating TO will be treated as being subject to tax at the highest marginal rates in effect at that time (the “Current Tax Rate”), and (ii) the Present Value Depreciation Amount shall be computed by discounting the Participating TO’s anticipated tax depreciation deductions as a result of such payments or property transfers by the Participating TO’s current weighted average cost of capital. Thus, the formula for calculating the Interconnection Customer’s liability to the Participating TO pursuant to this Article 5.17.4 can be expressed as follows: $(\text{Current Tax Rate} \times (\text{Gross Income Amount} - \text{Present Value of Tax Depreciation})) / (1 - \text{Current Tax Rate})$. Interconnection Customer’s estimated tax liability in the event taxes are imposed shall be stated in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

5.17.5 Private Letter Ruling or Change or Clarification of Law. At the Interconnection Customer’s request and expense, the Participating TO shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by the Interconnection Customer to the Participating TO under this LGIA are subject to federal income taxation. The Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of the Interconnection Customer’s knowledge. The Participating TO and Interconnection Customer shall cooperate in good faith with respect to the submission of such request, provided, however, the Interconnection Customer and the Participating TO explicitly acknowledge (and nothing herein is intended to alter) Participating TO’s obligation under law to certify that the facts presented in the ruling request are true, correct and complete.

The Participating TO shall keep the Interconnection Customer fully informed of the status of such request for a private letter ruling and shall

execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes the Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. The Participating TO shall allow the Interconnection Customer to attend all meetings with IRS officials about the request and shall permit the Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

5.17.6 Subsequent Taxable Events. If, within 10 years from the date on which the relevant Participating TO's Interconnection Facilities are placed in service, (i) the Interconnection Customer Breaches the covenants contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this LGIA terminates and the Participating TO retains ownership of the Interconnection Facilities and Network Upgrades, the Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on the Participating TO, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

5.17.7 Contests. In the event any Governmental Authority determines that the Participating TO's receipt of payments or property constitutes income that is subject to taxation, the Participating TO shall notify the Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by the Interconnection Customer and at the Interconnection Customer's sole expense, the Participating TO may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon the Interconnection Customer's written request and sole expense, the Participating TO may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. The Participating TO reserve the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but the Participating TO shall keep the Interconnection Customer informed, shall consider in good faith suggestions from the Interconnection Customer about the conduct of the contest, and shall reasonably permit the Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

The Interconnection Customer shall pay to the Participating TO on a periodic basis, as invoiced by the Participating TO, the Participating TO's documented reasonable costs of prosecuting such appeal, protest, abatement or other contest, including any costs associated with obtaining the opinion of independent tax counsel described in this Article 5.17.7. The Participating TO may abandon any contest if the Interconnection

Customer fails to provide payment to the Participating TO within thirty (30) Calendar Days of receiving such invoice.

At any time during the contest, the Participating TO may agree to a settlement either with the Interconnection Customer's consent or, if such consent is refused, after obtaining written advice from independent nationally-recognized tax counsel, selected by the Participating TO, but reasonably acceptable to the Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. The Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by the Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally-recognized tax counsel selected under the terms of the preceding paragraph. The settlement amount shall be calculated on a fully grossed-up basis to cover any related cost consequences of the current tax liability. The Participating TO may also settle any tax controversy without receiving the Interconnection Customer's consent or any such written advice; however, any such settlement will relieve the Interconnection Customer from any obligation to indemnify the Participating TO for the tax at issue in the contest (unless the failure to obtain written advice is attributable to the Interconnection Customer's unreasonable refusal to the appointment of independent tax counsel).

5.17.8 Refund. In the event that (a) a private letter ruling is issued to the Participating TO which holds that any amount paid or the value of any property transferred by the Interconnection Customer to the Participating TO under the terms of this LGIA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to the Participating TO in good faith that any amount paid or the value of any property transferred by the Interconnection Customer to the Participating TO under the terms of this LGIA is not taxable to the Participating TO, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by the Interconnection Customer to the Participating TO are not subject to federal income tax, or (d) if the Participating TO receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by the Interconnection Customer to the Participating TO pursuant to this LGIA, the Participating TO shall promptly refund to the Interconnection Customer the following:

(i) any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,

(ii) interest on any amounts paid by the Interconnection Customer to the Participating TO for such taxes which the Participating TO did not submit to the taxing authority, calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date payment was made by the Interconnection Customer to the date the Participating TO refunds such payment to the Interconnection Customer, and

(iii) with respect to any such taxes paid by the Participating TO, any refund or credit the Participating TO receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to the Participating TO for such overpayment of taxes (including any reduction in interest otherwise payable by the Participating TO to any Governmental Authority resulting from an offset or credit); provided, however, that the Participating TO will remit such amount promptly to the Interconnection Customer only after and to the extent that the Participating TO has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to the Participating TO's Interconnection Facilities.

The intent of this provision is to leave the Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities and Network Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

5.17.9 Taxes Other Than Income Taxes. Upon the timely request by the Interconnection Customer, and at the Interconnection Customer's sole expense, the CAISO or Participating TO may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against the CAISO or Participating TO for which the Interconnection Customer may be required to reimburse the CAISO or Participating TO under the terms of this LGIA. The Interconnection Customer shall pay to the Participating TO on a periodic basis, as invoiced by the Participating TO, the Participating TO's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. The Interconnection Customer, the CAISO, and the Participating TO shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by the Interconnection Customer to the CAISO or Participating TO for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, the Interconnection Customer will be responsible for all taxes, interest and

penalties, other than penalties attributable to any delay caused by the Participating TO.

5.18 Tax Status. Each Party shall cooperate with the others to maintain the other Parties' tax status. Nothing in this LGIA is intended to adversely affect the CAISO's or any Participating TO's tax exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

5.19 Modification.

5.19.1 General. The Interconnection Customer or the Participating TO may undertake modifications to its facilities, subject to the provisions of this LGIA and the CAISO Tariff. If a Party plans to undertake a modification that reasonably may be expected to affect the other Parties' facilities, that Party shall provide to the other Parties sufficient information regarding such modification so that the other Parties may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Large Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Parties at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

In the case of Large Generating Facility modifications that do not require the Interconnection Customer to submit an Interconnection Request, the CAISO or Participating TO shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the CAISO Controlled Grid, Participating TO's Interconnection Facilities, Network Upgrades or Distribution Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof. The Participating TO and the CAISO shall determine if a Large Generating Facility modification is a Material Modification in accordance with the GIP.

5.19.2 Standards. Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this LGIA and Good Utility Practice.

5.19.3 Modification Costs. The Interconnection Customer shall not be directly assigned the costs of any additions, modifications, or replacements that the Participating TO makes to the Participating TO's Interconnection Facilities or the Participating TO's Transmission System to facilitate the

interconnection of a third party to the Participating TO's Interconnection Facilities or the Participating TO's Transmission System, or to provide transmission service to a third party under the CAISO Tariff. The Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to the Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

5.19.4 Permitted Reductions in output capacity (MW generating capacity) of the Generating Facility. An Interconnection Customer may reduce the MW capacity of the Generating Facility by up to five percent (5%) for any reason, during the time period between the Effective Date of this LGIA and the Commercial Operation Date. The five percent (5%) value shall be established by reference to the MW generating capacity as set forth in the "Interconnection Customer's Data Form To Be Provided by the Interconnection Customer Prior to Commencement of the Phase II Interconnection Study" (Appendix B to Appendix 3 of the GIP).

The CAISO (in consultation with the applicable Participating TO(s)) will consider an Interconnection Customer's request for a reduction in the MW generating capacity greater than five percent (5%) under limited conditions where the Interconnection Customer reasonably demonstrates to the Participating TO and CAISO that the MW generation capacity reduction is warranted due to reasons beyond the control of the Interconnection Customer. Reasons beyond the control of the Interconnection Customer shall consist of any one or more of the following:

- (i) the Interconnection Customer's failure to secure required permits and other governmental approvals to construct the Generating Facility at its total MW generating capacity as specified in its Interconnection Request after the Interconnection Customer has made diligent effort to secure such permits or approvals;
- (ii) the Interconnection Customer's receipt of a written statement from the permitting or approval authority (such as a draft environmental impact report) indicating that construction of a Generating Facility of the total MW generating capacity size specified in the Interconnection Request will likely result in disapproval due to a significant environmental or other impact that cannot be mitigated;
- (iii) failure to obtain the legal right of use of the full site acreage necessary to construct and/or operate the total MW generating capacity size for the entire Generating Facility, after the Interconnection Customer has made a diligent attempt to secure such legal right of use. This subsection (iii) applies only where an

Interconnection Customer has previously demonstrated and maintained its demonstration of Site Exclusivity prior to invoking this subsection as a reason for downsizing.

If relying on subsections (i) or (ii) above, in order to be eligible for a capacity reduction greater than five percent (5%), the Interconnection Customer must also demonstrate to the CAISO that a reduction of MW generating capacity of the Generating Facility to the reduced size that the Interconnection Customer proposes will likely overcome the objections of the permitting/approving authority or otherwise cause the permitting/approving authority to grant the permit or approval. The Interconnection Customer may satisfy this demonstration requirement by submitting to the CAISO either a writing from the permitting/approving authority to this effect or other evidence of a commitment by the permitting/approving authority that the MW capacity reduction will remove the objections of the authority to the permit/approval application.

If relying on subsection (iii) above, the Interconnection Customer must also reasonably demonstrate to the CAISO that the proposed reduced-capacity Generating Facility can be constructed on the site over which the Interconnection Customer has been able to obtain legal rights of use.

Upon such demonstration to the reasonable satisfaction of the CAISO (after consultation with the applicable Participating TO) the CAISO will permit such reduction. No permitted reduction of MW generation capacity under this Article shall operate to diminish the Interconnection Customer's cost responsibility for Network Upgrades or to diminish the Interconnection Customer's right to repayment for financing of Network Upgrades under this LGIA.

ARTICLE 6. TESTING AND INSPECTION

- 6.1 Pre-Commercial Operation Date Testing and Modifications.** Prior to the Commercial Operation Date, the Participating TO shall test the Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades and the Interconnection Customer shall test the Large Generating Facility and the Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. The Interconnection Customer shall bear the cost of all such testing and modifications. The Interconnection Customer shall not commence initial parallel operation of an Electric Generating Unit with the Participating TO's Transmission System until the Participating TO provides prior written approval, which approval shall not be unreasonably withheld, for operation of such Electric Generating Unit. The Interconnection Customer shall

generate test energy at the Large Generating Facility only if it has arranged for the delivery of such test energy.

- 6.2 Post-Commercial Operation Date Testing and Modifications.** Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Large Generating Facility with the Participating TO's Transmission System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.
- 6.3 Right to Observe Testing.** Each Party shall notify the other Parties at least fourteen (14) Calendar Days in advance of its performance of tests of its Interconnection Facilities or Generating Facility. The other Parties have the right, at their own expense, to observe such testing.
- 6.4 Right to Inspect.** Each Party shall have the right, but shall have no obligation to: (i) observe another Party's tests and/or inspection of any of its System Protection Facilities and other protective equipment, including Power System Stabilizers; (ii) review the settings of another Party's System Protection Facilities and other protective equipment; and (iii) review another Party's maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. A Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Party. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated pursuant to Article 22 of this LGIA.

ARTICLE 7. METERING

- 7.1 General.** Each Party shall comply with any Applicable Reliability Standards and the Applicable Reliability Council requirements. The Interconnection Customer and CAISO shall comply with the provisions of the CAISO Tariff regarding metering, including Section 10 of the CAISO Tariff. Unless otherwise agreed by the Participating TO and the Interconnection Customer, the Participating TO may install additional Metering Equipment at the Point of Interconnection prior to any operation of any Electric Generating Unit and shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Large Generating Facility shall be measured at or, at the CAISO's or Participating TO's option for its respective Metering Equipment, compensated to, the Point of Interconnection. The CAISO shall provide metering quantities to the

Interconnection Customer upon request in accordance with the CAISO Tariff by directly polling the CAISO's meter data acquisition system. The Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment.

- 7.2 Check Meters.** The Interconnection Customer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check the CAISO-pollled meters or the Participating TO's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this LGIA, except in the case that no other means are available on a temporary basis at the option of the CAISO or the Participating TO. The check meters shall be subject at all reasonable times to inspection and examination by the CAISO or Participating TO or their designees. The installation, operation and maintenance thereof shall be performed entirely by the Interconnection Customer in accordance with Good Utility Practice.
- 7.3 Participating TO Retail Metering.** The Participating TO may install retail revenue quality meters and associated equipment, pursuant to the Participating TO's applicable retail tariffs.

ARTICLE 8. COMMUNICATIONS

- 8.1 Interconnection Customer Obligations.** The Interconnection Customer shall maintain satisfactory operating communications with the CAISO in accordance with the provisions of the CAISO Tariff and with the Participating TO's dispatcher or representative designated by the Participating TO. The Interconnection Customer shall provide standard voice line, dedicated voice line and facsimile communications at its Large Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. The Interconnection Customer shall also provide the dedicated data circuit(s) necessary to provide Interconnection Customer data to the CAISO and Participating TO as set forth in Appendix D, Security Arrangements Details. The data circuit(s) shall extend from the Large Generating Facility to the location(s) specified by the CAISO and Participating TO. Any required maintenance of such communications equipment shall be performed by the Interconnection Customer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data.
- 8.2 Remote Terminal Unit.** Prior to the Initial Synchronization Date of each Electric Generating Unit, a Remote Terminal Unit, or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed by the Interconnection Customer, or by the Participating TO at the Interconnection

Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by the CAISO and by the Participating TO through use of a dedicated point-to-point data circuit(s) as indicated in Article 8.1.

Telemetry to the CAISO shall be provided in accordance with the CAISO's technical standards for direct telemetry. For telemetry to the Participating TO, the communication protocol for the data circuit(s) shall be specified by the Participating TO. Instantaneous bi-directional real power and reactive power flow and any other required information must be telemetered directly to the location(s) specified by the Participating TO.

Each Party will promptly advise the other Parties if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by another Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

- 8.3 No Annexation.** Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

ARTICLE 9. OPERATIONS

- 9.1 General.** Each Party shall comply with Applicable Reliability Standards and the Applicable Reliability Council requirements. Each Party shall provide to the other Party all information that may reasonably be required by the other Party to comply with Applicable Laws and Regulations and Applicable Reliability Standards.
- 9.2 Balancing Authority Area Notification.** At least three months before Initial Synchronization Date, the Interconnection Customer shall notify the CAISO and Participating TO in writing of the Balancing Authority Area in which the Large Generating Facility intends to be located. If the Interconnection Customer intends to locate the Large Generating Facility in a Balancing Authority Area other than the Balancing Authority Area within whose electrically metered boundaries the Large Generating Facility is located, and if permitted to do so by the relevant transmission tariffs, all necessary arrangements, including but not limited to those set forth in Article 7 and Article 8 of this LGIA, and remote Balancing Authority Area generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Large Generating Facility in the other Balancing Authority Area.

- 9.3 CAISO and Participating TO Obligations.** The CAISO and Participating TO shall cause the Participating TO's Transmission System to be operated and controlled in a safe and reliable manner and in accordance with this LGIA. The Participating TO at the Interconnection Customer's expense shall cause the Participating TO's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this LGIA. The CAISO and Participating TO may provide operating instructions to the Interconnection Customer consistent with this LGIA and Participating TO and CAISO operating protocols and procedures as they may change from time to time. The Participating TO and CAISO will consider changes to their operating protocols and procedures proposed by the Interconnection Customer.
- 9.4 Interconnection Customer Obligations.** The Interconnection Customer shall at its own expense operate, maintain and control the Large Generating Facility and the Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA. The Interconnection Customer shall operate the Large Generating Facility and the Interconnection Customer's Interconnection Facilities in accordance with all applicable requirements of the Balancing Authority Area of which it is part, including such requirements as set forth in Appendix C, Interconnection Details, of this LGIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. A Party may request that another Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this LGIA. The Interconnection Customer shall not commence Commercial Operation of an Electric Generating Unit with the Participating TO's Transmission System until the Participating TO provides prior written approval, which approval shall not be unreasonably withheld, for operation of such Electric Generating Unit.
- 9.5 Start-Up and Synchronization.** Consistent with the Parties' mutually acceptable procedures, the Interconnection Customer is responsible for the proper synchronization of each Electric Generating Unit to the CAISO Controlled Grid.
- 9.6 Reactive Power.**

9.6.1 Power Factor Design Criteria. For all Generating Facilities other than Asynchronous Generating Facilities, the Interconnection Customer shall design the Large Generating Facility to maintain a composite power delivery at continuous rated power output at the terminals of the Electric Generating Unit at a power factor within the range of 0.95 leading to 0.90 lagging, unless the CAISO has established different requirements that apply to all generators in the Balancing Authority Area on a comparable basis. For Asynchronous Generating Facilities, the Interconnection Customer shall design the Large Generating Facility to maintain power factor criteria in accordance with Appendix H of this LGIA.

9.6.2 Voltage Schedules. Once the Interconnection Customer has synchronized an Electric Generating Unit with the CAISO Controlled Grid, the CAISO or Participating TO shall require the Interconnection Customer to maintain a voltage schedule by operating the Electric Generating Unit to produce or absorb reactive power within the design limitations of the Electric Generating Unit set forth in Article 9.6.1 (Power Factor Design Criteria). CAISO's voltage schedules shall treat all sources of reactive power in the Balancing Authority Area in an equitable and not unduly discriminatory manner. The Participating TO shall exercise Reasonable Efforts to provide the Interconnection Customer with such schedules at least one (1) day in advance, and the CAISO or Participating TO may make changes to such schedules as necessary to maintain the reliability of the CAISO Controlled Grid or the Participating TO's electric system. The Interconnection Customer shall operate the Electric Generating Unit to maintain the specified output voltage or power factor within the design limitations of the Electric Generating Unit set forth in Article 9.6.1 (Power Factor Design Criteria), and as may be required by the CAISO to operate the Electric Generating Unit at a specific voltage schedule within the design limitations set forth in Article 9.6.1. If the Interconnection Customer is unable to maintain the specified voltage or power factor, it shall promptly notify the CAISO and the Participating TO.

9.6.2.1 Governors and Regulators. Whenever an Electric Generating Unit is operated in parallel with the CAISO Controlled Grid and the speed governors (if installed on the Electric Generating Unit pursuant to Good Utility Practice) and voltage regulators are capable of operation, the Interconnection Customer shall operate the Electric Generating Unit with its speed governors and voltage regulators in automatic operation. If the Electric Generating Unit's speed governors and voltage regulators are not capable of such automatic operation, the Interconnection Customer shall immediately notify the CAISO and the Participating TO and ensure that the Electric Generating Unit operates as specified in Article 9.6.2 through manual operation and that such Electric Generating Unit's reactive power production or absorption

(measured in MVARs) are within the design capability of the Electric Generating Unit(s) and steady state stability limits. The Interconnection Customer shall restore the speed governors and voltage regulators to automatic operation as soon as possible. If the Large Generating Facility's speed governors and voltage regulators are improperly tuned or malfunctioning, the CAISO shall have the right to order the reduction in output or disconnection of the Large Generating Facility if the reliability of the CAISO Controlled Grid would be adversely affected. The Interconnection Customer shall not cause its Large Generating Facility to disconnect automatically or instantaneously from the CAISO Controlled Grid or trip any Electric Generating Unit comprising the Large Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as applied to other generators in the Balancing Authority Area on a comparable basis.

9.6.3 Payment for Reactive Power. CAISO is required to pay the Interconnection Customer for reactive power that Interconnection Customer provides or absorbs from an Electric Generating Unit when the CAISO requests the Interconnection Customer to operate its Electric Generating Unit outside the range specified in Article 9.6.1, provided that if the CAISO pays other generators for reactive power service within the specified range, it must also pay the Interconnection Customer. Payments shall be pursuant to Article 11.6 or such other agreement to which the CAISO and Interconnection Customer have otherwise agreed.

9.7 Outages and Interruptions.

9.7.1 Outages.

9.7.1.1 Outage Authority and Coordination. Each Party may in accordance with Good Utility Practice in coordination with the other Parties remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact another Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency Condition, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to all Parties. In all circumstances any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Parties of such removal.

9.7.1.2 Outage Schedules. The CAISO shall post scheduled outages of CAISO Controlled Grid facilities in accordance with the provisions of the CAISO Tariff. The Interconnection Customer shall submit its planned maintenance schedules for the Large Generating Facility to the CAISO in accordance with the CAISO Tariff. The Interconnection Customer shall update its planned maintenance schedules in accordance with the CAISO Tariff. The CAISO may request the Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the CAISO Controlled Grid in accordance with the CAISO Tariff. Such planned maintenance schedules and updates and changes to such schedules shall be provided by the Interconnection Customer to the Participating TO concurrently with their submittal to the CAISO. The CAISO shall compensate the Interconnection Customer for any additional direct costs that the Interconnection Customer incurs as a result of having to reschedule maintenance in accordance with the CAISO Tariff. The Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, the Interconnection Customer had modified its schedule of maintenance activities.

9.7.1.3 Outage Restoration. If an outage on a Party's Interconnection Facilities or Network Upgrades adversely affects another Party's operations or facilities, the Party that owns or controls the facility that is out of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall provide the other Parties, to the extent such information is known, information on the nature of the Emergency Condition, if the outage is caused by an Emergency Condition, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice explaining the nature of the outage, if requested by a Party, which may be provided by e-mail or facsimile.

9.7.2 Interruption of Service. If required by Good Utility Practice to do so, the CAISO or the Participating TO may require the Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect the CAISO's or the Participating TO's ability to perform such activities as are necessary to safely and reliably operate and maintain the Participating TO's electric system or the CAISO Controlled Grid. The following provisions shall apply to any interruption or reduction permitted under this Article 9.7.2:

9.7.2.1 The interruption or reduction shall continue only for so long as reasonably necessary under Good Utility Practice;

9.7.2.2 Any such interruption or reduction shall be made on an equitable, non-discriminatory basis with respect to all generating facilities directly connected to the CAISO Controlled Grid, subject to any conditions specified in this LGIA;

9.7.2.3 When the interruption or reduction must be made under circumstances which do not allow for advance notice, the CAISO or Participating TO, as applicable, shall notify the Interconnection Customer by telephone as soon as practicable of the reasons for the curtailment, interruption, or reduction, and, if known, its expected duration. Telephone notification shall be followed by written notification, if requested by the Interconnection Customer, as soon as practicable;

9.7.2.4 Except during the existence of an Emergency Condition, the CAISO or Participating TO shall notify the Interconnection Customer in advance regarding the timing of such interruption or reduction and further notify the Interconnection Customer of the expected duration. The CAISO or Participating TO shall coordinate with the Interconnection Customer using Good Utility Practice to schedule the interruption or reduction during periods of least impact to the Interconnection Customer, the CAISO, and the Participating TO;

9.7.2.5 The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Large Generating Facility, Interconnection Facilities, the Participating TO's Transmission System, and the CAISO Controlled Grid to their normal operating state, consistent with system conditions and Good Utility Practice.

9.7.3 Under-Frequency and Over Frequency Conditions. The CAISO Controlled Grid is designed to automatically activate a load-shed program as required by Applicable Reliability Standards and the Applicable Reliability Council in the event of an under-frequency system disturbance. The Interconnection Customer shall implement under-frequency and over-frequency protection set points for the Large Generating Facility as required by Applicable Reliability Standards and the Applicable Reliability Council to ensure "ride through" capability. Large Generating Facility response to frequency deviations of pre-determined magnitudes, both under-frequency and over-frequency deviations, shall be studied and coordinated with the Participating TO and CAISO in accordance with Good Utility Practice. The term "ride through" as used herein shall mean

the ability of a Generating Facility to stay connected to and synchronized with the CAISO Controlled Grid during system disturbances within a range of under-frequency and over-frequency conditions, in accordance with Good Utility Practice. Asynchronous Generating Facilities shall be subject to frequency ride through capability requirements in accordance with Appendix H to this LGIA.

9.7.4 System Protection and Other Control Requirements.

9.7.4.1 System Protection Facilities. The Interconnection Customer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Large Generating Facility or the Interconnection Customer's Interconnection Facilities. The Participating TO shall install at the Interconnection Customer's expense any System Protection Facilities that may be required on the Participating TO's Interconnection Facilities or the Participating TO's Transmission System as a result of the interconnection of the Large Generating Facility and the Interconnection Customer's Interconnection Facilities.

9.7.4.2 The Participating TO's and Interconnection Customer's protection facilities shall be designed and coordinated with other systems in accordance with Applicable Reliability Standards, Applicable Reliability Council criteria, and Good Utility Practice.

9.7.4.3 The Participating TO and Interconnection Customer shall each be responsible for protection of its facilities consistent with Good Utility Practice.

9.7.4.4 The Participating TO's and Interconnection Customer's protective relay design shall incorporate the necessary test switches to perform the tests required in Article 6. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of the Interconnection Customer's Electric Generating Units.

9.7.4.5 The Participating TO and Interconnection Customer will test, operate and maintain System Protection Facilities in accordance with Good Utility Practice and, if applicable, the requirements of the Participating TO's Interconnection Handbook.

9.7.4.6 Prior to the in-service date, and again prior to the Commercial Operation Date, the Participating TO and Interconnection Customer or their agents shall perform a complete

calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice, the standards and procedures of the Participating TO, including, if applicable, the requirements of the Participating TO's Interconnection Handbook, and following any apparent malfunction of the System Protection Facilities, each Party shall perform both calibration and functional trip tests of its System Protection Facilities. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.

9.7.5 Requirements for Protection. In compliance with Good Utility Practice and, if applicable, the requirements of the Participating TO's Interconnection Handbook, the Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Large Generating Facility to any short circuit occurring on the Participating TO's Transmission System not otherwise isolated by the Participating TO's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Participating TO's Transmission System. Such protective equipment shall include, without limitation, a disconnecting device with fault current-interrupting capability located between the Large Generating Facility and the Participating TO's Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. The Interconnection Customer shall be responsible for protection of the Large Generating Facility and the Interconnection Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. The Interconnection Customer shall be solely responsible to disconnect the Large Generating Facility and the Interconnection Customer's other equipment if conditions on the CAISO Controlled Grid could adversely affect the Large Generating Facility.

9.7.6 Power Quality. Neither the Participating TO's nor the Interconnection Customer's facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, any applicable superseding electric industry standard, or any alternative Applicable Reliability Standard or Applicable Reliability Council standard. In the event of a conflict among ANSI Standard C84.1-1989, any applicable superseding electric industry standard, or any alternative Applicable Reliability Standard or Applicable Reliability Council standard, the alternative Applicable Reliability Standard or Applicable Reliability Council standard shall control.

9.8 Switching and Tagging Rules. Each Party shall provide the other Parties a copy of its switching and tagging rules that are applicable to the other Parties' activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

9.9 Use of Interconnection Facilities by Third Parties.

9.9.1 Purpose of Interconnection Facilities. Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Large Generating Facility to the Participating TO's Transmission System and shall be used for no other purpose.

9.9.2 Third Party Users. If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use the Participating TO's Interconnection Facilities, or any part thereof, the Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by the Participating TO, all third party users, and the Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Interconnection Facilities, will be allocated between the Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by the Participating TO, all third party users, and the Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to FERC for resolution.

9.10 Disturbance Analysis Data Exchange. The Parties will cooperate with one another in the analysis of disturbances to either the Large Generating Facility or the CAISO Controlled Grid by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by Good Utility Practice.

ARTICLE 10. MAINTENANCE

10.1 Participating TO Obligations. The Participating TO shall maintain the Participating TO's Transmission System and the Participating TO's

Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA.

- 10.2 Interconnection Customer Obligations.** The Interconnection Customer shall maintain the Large Generating Facility and the Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA.
- 10.3 Coordination.** The Parties shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Large Generating Facility and the Interconnection Facilities.
- 10.4 Secondary Systems.** The Participating TO and Interconnection Customer shall cooperate with the other Parties in the inspection, maintenance, and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers that directly affect the operation of a Party's facilities and equipment which may reasonably be expected to impact the other Parties. Each Party shall provide advance notice to the other Parties before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.
- 10.5 Operating and Maintenance Expenses.** Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, the Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing the Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of the Participating TO's Interconnection Facilities.

ARTICLE 11. PERFORMANCE OBLIGATION

- 11.1 Interconnection Customer's Interconnection Facilities.** The Interconnection Customer shall design, procure, construct, install, own and/or control the Interconnection Customer's Interconnection Facilities described in Appendix A at its sole expense.
- 11.2 Participating TO's Interconnection Facilities.** The Participating TO shall design, procure, construct, install, own and/or control the Participating TO's Interconnection Facilities described in Appendix A at the sole expense of the Interconnection Customer. Unless the Participating TO elects to fund the capital

for the Participating TO's Interconnection Facilities, they shall be solely funded by the Interconnection Customer.

11.3 Network Upgrades and Distribution Upgrades. The Participating TO shall design, procure, construct, install, and own the Network Upgrades and Distribution Upgrades described in Appendix A. The Interconnection Customer shall be responsible for all costs related to Distribution Upgrades. Unless the Participating TO elects to fund the capital for the Distribution Upgrades and Network Upgrades, they shall be funded by the Interconnection Customer, which, for Interconnection Customers processed under Section 6 of the GIP (in Queue Clusters), shall be in an amount determined pursuant to the methodology set forth in Section 6.5 of the GIP. This specific amount is set forth in Appendix G to this LGIA.

11.4 Transmission Credits. No later than thirty (30) Calendar Days prior to the Commercial Operation Date, the Interconnection Customer may make a one-time election by written notice to the CAISO and the Participating TO to receive Congestion Revenue Rights as defined in and as available under the CAISO Tariff at the time of the election in accordance with the CAISO Tariff, in lieu of a refund of the cost of Network Upgrades in accordance with Article 11.4.1.

11.4.1 Repayment of Amounts Advanced for Network Upgrades. Upon the Commercial Operation Date, of a Generating Facility that is not a Phased Generating Facility, and the in-service date of the corresponding Network Upgrades, the Interconnection Customer shall be entitled to a repayment, equal to the total amount paid to the Participating TO for the costs of Network Upgrades for which it is responsible, as set forth in Appendix G. Such amount shall include any tax gross-up or other tax-related payments associated with Network Upgrades not refunded to the Interconnection Customer pursuant to Article 5.17.8 or otherwise, and shall be paid to the Interconnection Customer by the Participating TO on a dollar-for-dollar basis either through (1) direct payments made on a levelized basis over the five-year period commencing on the Commercial Operation Date; or (2) any alternative payment schedule that is mutually agreeable to the Interconnection Customer and Participating TO, provided that such amount is paid within five (5) years from the Commercial Operation Date. Notwithstanding the foregoing, if this LGIA terminates within five (5) years from the Commercial Operation Date, the Participating TO's obligation to pay refunds to the Interconnection Customer shall cease as of the date of termination.

11.4.1.2 Repayment of Amounts Advanced Regarding Phased Generating Facilities

Upon the Commercial Operation Date of each phase of a Phased Generating Facility, the Interconnection Customer shall be entitled to a

repayment equal to the Interconnection Customer's contribution to the cost of Network Upgrades for that completed phase for which the Interconnection Customer is responsible, as set forth in Appendix G, if all of the following conditions are satisfied:

- (a) The Generating Facility is capable of being constructed in phases;
- (b) The Generating Facility is specified in the LGIA as being constructed in phases;
- (c) The completed phase corresponds to one of the phases specified in the LGIA;
- (d) The phase has achieved Commercial Operation and the Interconnection Customer has tendered notice of the same pursuant to this LGIA;
- (e) All parties to the LGIA have confirmed that the completed phase meets the requirements set forth in this LGIA and any other operating, metering, and interconnection requirements to permit generation output of the entire capacity of the completed phase as specified in this LGIA;
- (f) The Network Upgrades necessary for the completed phase to meet the desired level of deliverability are in service; and
- (g) The Interconnection Customer has posted one hundred (100) percent of the Interconnection Financial Security required for the Network Upgrades for all the phases of the Generating Facility (or if less than one hundred (100) percent has been posted, then all required Financial Security Instruments to the date of commencement of repayment).

Upon satisfaction of these conditions (a) through (g), the Interconnection Customer shall be entitled to receive a partial repayment of its financed cost responsibility in an amount equal to the percentage of the Generating Facility declared to be in Commercial Operation multiplied by the cost of the Network Upgrades associated with the completed phase. The Interconnection Customer shall be entitled to repayment in this manner for each completed phase until the entire Generating Facility is completed.

A reduction in the electrical output (MW capacity) of the Generating Facility pursuant to LGIA Article 5.19.4 shall not diminish the Interconnection Customer's right to repayment pursuant to this LGIA Article 11.4.1. If the LGIA includes a partial termination provision and the partial termination right has been exercised with regard to a phase that

has not been built, then the Interconnection Customer's eligibility for repayment under this Article as to the remaining phases shall not be diminished. If the Interconnection Customer completes one or more phases and then breaches the LGIA, the Participating TO and the CAISO shall be entitled to offset any losses or damages resulting from the breach against any repayments made for Network Upgrades related to the completed phases.

Any repayment amount for completion of a phase shall include any tax gross-up or other tax-related payments associated with Network Upgrades not refunded to the Interconnection Customer pursuant to Article 5.17.8 or otherwise, and shall be paid to the Interconnection Customer by the Participating TO on a dollar-for-dollar basis either through (1) direct payments made on a levelized basis over the five-year period commencing on the date by which the requirements of items (a) through (g) have been fulfilled; or (2) any alternative payment schedule that is mutually agreeable to the Interconnection Customer and Participating TO, provided that such amount is paid within five (5) years from the Commercial Operation Date. Notwithstanding the foregoing, if this LGIA terminates within five (5) years from the Commercial Operation Date, the Participating TO's obligation to pay refunds to the Interconnection Customer shall cease as of the date of termination.

11.4.1.3 Interest Payments and Assignment Rights

Any phased or non-phased repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment. Interest shall continue to accrue on the repayment obligation so long as this LGIA is in effect. The Interconnection Customer may assign such repayment rights to any person.

11.4.1.4 Failure to Achieve Commercial Operation

If the Large Generating Facility fails to achieve Commercial Operation, but it or another Generating Facility is later constructed and makes use of the Network Upgrades, the Participating TO shall at that time reimburse Interconnection Customer for the amounts advanced for the Network Upgrades. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the Generating Facility, if different, is responsible for identifying and demonstrating to the Participating TO the appropriate entity to which reimbursement must be made in order to implement the intent of this reimbursement obligation.

11.4.2 Special Provisions for Affected Systems. The Interconnection Customer shall enter into an agreement with the owner of the Affected System and/or other affected owners of portions of the CAISO Controlled Grid, as applicable, in accordance with the GIP. Such agreement shall specify the terms governing payments to be made by the Interconnection Customer to the owner of the Affected System and/or other affected owners of portions of the CAISO Controlled Grid as well as the repayment by the owner of the Affected System and/or other affected owners of portions of the CAISO Controlled Grid. In no event shall the Participating TO be responsible for the repayment for any facilities that are not part of the Participating TO's Transmission System. In the event the Participating TO is a joint owner with an Affected System or with any other co-owner of a facility affected by the Large Generating Facility, the Participating TO's obligation to reimburse the Interconnection Customer for payments made to address the impacts of the Large Generating Facility on the system shall not exceed the proportionate amount of the cost of any upgrades attributable to the proportion of the jointly-owned facility owned by the Participating TO.

11.4.3 Notwithstanding any other provision of this LGIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, Congestion Revenue Rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements, merchant transmission Congestion Revenue Rights in accordance with Section 36.11 of the CAISO Tariff, or transmission credits for transmission service that is not associated with the Large Generating Facility.

11.5 Provision of Interconnection Financial Security. The Interconnection Customer is obligated to provide all necessary Interconnection Financial Security required under Section 9 of the GIP in a manner acceptable under Section 9 of the GIP. Failure by the Interconnection Customer to timely satisfy the GIP's requirements for the provision of Interconnection Financial Security shall be deemed a Breach of this Agreement and a condition of Default of this Agreement.

11.5.1 Notwithstanding any other provision in this Agreement for notice of Default and opportunity to cure such Default, the CAISO or the Participating TO shall provide the Interconnection Customer with written notice of any Default due to timely failure to post Financial Security, and the Interconnection Customer shall have five (5) Business Days from the date of such notice to cure such Default by posting the required Financial

Security. If the Interconnection Customer fails to cure the Default, then this Agreement shall be deemed terminated.

11.6 Interconnection Customer Compensation. If the CAISO requests or directs the Interconnection Customer to provide a service pursuant to Articles 9.6.3 (Payment for Reactive Power) or 13.5.1 of this LGIA, the CAISO shall compensate the Interconnection Customer in accordance with the CAISO Tariff.

11.6.1 Interconnection Customer Compensation for Actions During Emergency Condition. The CAISO shall compensate the Interconnection Customer in accordance with the CAISO Tariff for its provision of real and reactive power and other Emergency Condition services that the Interconnection Customer provides to support the CAISO Controlled Grid during an Emergency Condition in accordance with Article 11.6.

ARTICLE 12. INVOICE

12.1 General. The Participating TO shall submit to the Interconnection Customer, on a monthly basis, invoices of amounts due pursuant to this LGIA for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this LGIA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party. Notwithstanding the foregoing, any invoices between the CAISO and another Party shall be submitted and paid in accordance with the CAISO Tariff.

12.2 Final Invoice. As soon as reasonably practicable, but within twelve months after completion of the construction of the Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades, the Participating TO shall provide an invoice of the final cost of the construction of the Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades, 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. With respect to costs associated with the Participating TO's Interconnection Facilities and Distribution Upgrades, the Participating TO shall refund to the Interconnection Customer any amount by which the actual payment by the Interconnection Customer for estimated costs 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 actual payment for estimated costs, then the Interconnection Customer shall pay to the Participating TO any amount by which the actual costs of construction exceed the actual

payment by the Interconnection Customer for estimated costs within thirty (30) Calendar Days of the issuance of such final construction invoice. With respect to costs associated with Network Upgrades, the Participating TO shall refund to the Interconnection Customer any amount by which the actual payment by the Interconnection Customer for estimated costs exceeds the actual costs of construction multiplied by the Interconnection Customer's percentage share of those costs, as set forth in Appendix G to this LGIA within thirty (30) Calendar Days of the issuance of such final construction invoice. In the event the actual costs of construction multiplied by the Interconnection Customer's percentage share of those costs exceed the Interconnection Customer's actual payment for estimated costs, then the Participating TO shall recover such difference through its transmission service rates.

12.3 Payment. Invoices shall be rendered to the Interconnection Customer at the address specified in Appendix F. The Interconnection Customer shall pay, or Participating TO shall refund, the amounts due within thirty (30) Calendar Days of the Interconnection Customer's receipt of the invoice. All payments shall be made in immediately available funds payable to the Interconnection Customer or Participating TO, or by wire transfer to a bank named and account designated by the invoicing Interconnection Customer or Participating TO. Payment of invoices by any Party will not constitute a waiver of any rights or claims any Party may have under this LGIA.

12.4 Disputes. In the event of a billing dispute between the Interconnection Customer and the Participating TO, the Participating TO and the CAISO shall continue to provide Interconnection Service under this LGIA as long as the Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to the Participating TO or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If the Interconnection Customer fails to meet these two requirements for continuation of service, then the Participating TO may provide notice to the Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with interest calculated in accordance with the methodology set forth in FERC's Regulations at 18 C.F.R. § 35.19a(a)(2)(iii). Notwithstanding the foregoing, any billing dispute between the CAISO and another Party shall be resolved in accordance with the provisions of Article 27 of this LGIA.

ARTICLE 13. EMERGENCIES

13.1 [Reserved]

13.2 Obligations. Each Party shall comply with the Emergency Condition procedures of the CAISO, NERC, the Applicable Reliability Council, Applicable Reliability

Standards, Applicable Laws and Regulations, and any emergency procedures set forth in this LGIA.

13.3 Notice. The Participating TO or the CAISO shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that affects the Participating TO's Interconnection Facilities or Distribution System or the CAISO Controlled Grid, respectively, that may reasonably be expected to affect the Interconnection Customer's operation of the Large Generating Facility or the Interconnection Customer's Interconnection Facilities. The Interconnection Customer shall notify the Participating TO and the CAISO promptly when it becomes aware of an Emergency Condition that affects the Large Generating Facility or the Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the CAISO Controlled Grid or the Participating TO's Interconnection Facilities. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of the Interconnection Customer's or Participating TO's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice, if requested by a Party, which may be provided by electronic mail or facsimile, or in the case of the CAISO may be publicly posted on the CAISO's internet web site.

13.4 Immediate Action. Unless, in the Interconnection Customer's reasonable judgment, immediate action is required, the Interconnection Customer shall obtain the consent of the CAISO and the Participating TO, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Large Generating Facility or the Interconnection Customer's Interconnection Facilities in response to an Emergency Condition declared by the Participating TO or CAISO or in response to any other emergency condition.

13.5 CAISO and Participating TO Authority.

13.5.1 General. The CAISO and Participating TO may take whatever actions or inactions, including issuance of dispatch instructions, with regard to the CAISO Controlled Grid or the Participating TO's Interconnection Facilities or Distribution System they deem necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the CAISO Controlled Grid or the Participating TO's Interconnection Facilities or Distribution System, and (iii) limit or prevent damage, and (iv) expedite restoration of service.

The Participating TO and the CAISO shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Large Generating Facility or the Interconnection Customer's Interconnection Facilities. The Participating TO or the CAISO may, on the basis of technical considerations, require the Large Generating Facility to mitigate an

Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing the Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Large Generating Facility; implementing a reduction or disconnection pursuant to Article 13.5.2; directing the Interconnection Customer to assist with black start (if available) or restoration efforts; or altering the outage schedules of the Large Generating Facility and the Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of the CAISO's and Participating TO's operating instructions concerning Large Generating Facility real power and reactive power output within the manufacturer's design limitations of the Large Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

13.5.2 Reduction and Disconnection. The Participating TO or the CAISO may reduce Interconnection Service or disconnect the Large Generating Facility or the Interconnection Customer's Interconnection Facilities when such reduction or disconnection is necessary under Good Utility Practice due to Emergency Conditions. These rights are separate and distinct from any right of curtailment of the CAISO pursuant to the CAISO Tariff. When the CAISO or Participating TO can schedule the reduction or disconnection in advance, the CAISO or Participating TO shall notify the Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. The CAISO or Participating TO shall coordinate with the Interconnection Customer using Good Utility Practice to schedule the reduction or disconnection during periods of least impact to the Interconnection Customer and the CAISO and Participating TO. Any reduction or disconnection shall continue only for so long as reasonably necessary under Good Utility Practice. The Parties shall cooperate with each other to restore the Large Generating Facility, the Interconnection Facilities, and the CAISO Controlled Grid to their normal operating state as soon as practicable consistent with Good Utility Practice.

- 13.6 Interconnection Customer Authority.** Consistent with Good Utility Practice, this LGIA, and the CAISO Tariff, the Interconnection Customer may take actions or inactions with regard to the Large Generating Facility or the Interconnection Customer's Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Large Generating Facility or the Interconnection Customer's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the CAISO Controlled Grid and the Participating TO's Interconnection Facilities. The CAISO and Participating TO shall use Reasonable Efforts to assist Interconnection Customer in such actions.
- 13.7 Limited Liability.** Except as otherwise provided in Article 11.6.1 of this LGIA, no Party shall be liable to any other Party for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and is consistent with Good Utility Practice.

ARTICLE 14. REGULATORY REQUIREMENTS AND GOVERNING LAW

- 14.1 Regulatory Requirements.** Each Party's obligations under this LGIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this LGIA shall require the Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act or the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978, or the Energy Policy Act of 2005.
- 14.2 Governing Law.**
- 14.2.1** The validity, interpretation and performance of this LGIA and each of its provisions shall be governed by the laws of the state where the Point of Interconnection is located, without regard to its conflicts of law principles.
- 14.2.2** This LGIA is subject to all Applicable Laws and Regulations.
- 14.2.3** Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

ARTICLE 15. NOTICES

15.1 General. Unless otherwise provided in this LGIA, any notice, demand or request required or permitted to be given by a Party to another and any instrument required or permitted to be tendered or delivered by a Party in writing to another shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F, Addresses for Delivery of Notices and Billings.

A Party must update the information in Appendix F as information changes. A Party may change the notice information in this LGIA by giving five (5) Business Days written notice prior to the effective date of the change. Such changes shall not constitute an amendment to this LGIA.

15.2 Billings and Payments. Billings and payments shall be sent to the addresses set out in Appendix F.

15.3 Alternative Forms of Notice. Any notice or request required or permitted to be given by a Party to another and not required by this LGIA to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out in Appendix F.

15.4 Operations and Maintenance Notice. Each Party shall notify the other Parties in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

ARTICLE 16. FORCE MAJEURE

16.1 Force Majeure.

16.1.1 Economic hardship is not considered a Force Majeure event.

16.1.2 No Party shall be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not

be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

ARTICLE 17. DEFAULT

17.1 Default.

17.1.1 General. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this LGIA or the result of an act or omission of the other Party. Upon a Breach, the affected non-Breaching Party(ies) shall give written notice of such Breach to the Breaching Party. Except as provided in Articles 11.5.1 and 17.1.2, the Breaching Party shall have thirty (30) Calendar Days from receipt of the Default notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the Breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Default notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2 Right to Terminate. If a Breach is not cured as provided in this Article, or if a Breach is not capable of being cured within the period provided for herein, the affected non-Breaching Party(ies) shall have the right to declare a Default and terminate this LGIA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not such Party(ies) terminates this LGIA, to recover from the Breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article will survive termination of this LGIA.

ARTICLE 18. INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE

18.1 Indemnity. Each Party shall at all times indemnify, defend, and hold the other Parties harmless from, any and all Losses arising out of or resulting from another Party's action or inactions of its obligations under this LGIA on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

18.1.1 Indemnified Party. If an Indemnified Party is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such Indemnified Party may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

18.1.2 Indemnifying Party. If an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Article 18, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's actual Loss, net of any insurance or other recovery.

18.1.3 Indemnity Procedures. Promptly after receipt by an Indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Party. If the defendants in any such action include one or more Indemnified Parties and the Indemnifying Party and if the Indemnified Party reasonably concludes that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Party or Indemnified Parties having such differing or additional legal defenses.

The Indemnified Party shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Party and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Party, or there exists a conflict or adversity of interest between the Indemnified Party and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Party, and (ii) shall not settle or consent to the entry of any

judgment in any action, suit or proceeding without the consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed.

18.2 Consequential Damages. Other than the liquidated damages heretofore described in Article 5.3, in no event shall any Party be liable under any provision of this LGIA for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to another Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

18.3 Insurance. As indicated below, the designated Party shall, at its own expense, maintain in force throughout the periods noted in this LGIA, and until released by the other Parties, the following minimum insurance coverages, with insurers rated no less than A- (with a minimum size rating of VII) by Bests' Insurance Guide and Key Ratings and authorized to do business in the state where the Point of Interconnection is located, except in the case of any insurance required to be carried by the CAISO, the State of California:

18.3.1 Employer's Liability and Workers' Compensation Insurance. The Participating TO and the Interconnection Customer shall maintain such coverage from the commencement of any Construction Activities providing statutory benefits for workers compensation coverage and coverage amounts of no less than One Million Dollars (\$1,000,000) for employer's liability in accordance with the laws and regulations of the state in which the Point of Interconnection is located. The Participating TO shall provide the Interconnection Customer with evidence of such insurance within thirty (30) days of any request by the Interconnection Customer. The Interconnection Customer shall provide evidence of such insurance thirty (30) days prior to entry by any employee or contractor or other person acting on the Interconnection Customer's behalf onto any construction site to perform any work related to the Interconnection Facilities or Generating Facility.

18.3.2 Commercial General Liability Insurance. The Participating TO and the Interconnection Customer shall maintain commercial general liability insurance commencing within thirty (30) days of the effective date of this LGIA, including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for

pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage. If the activities of the Interconnection Customer are being conducted through the actions of an Affiliate, then the Interconnection Customer may satisfy the insurance requirements of this Section 18.3.2 by providing evidence of insurance coverage carried by such Affiliate and showing the Participating TO as an additional insured, together with the Interconnection Customer's written representation to the Participating TO and the CAISO that the insured Affiliate is conducting all of the necessary pre-construction work. Within thirty (30) days prior to the entry of any person on behalf of the Interconnection Customer onto any construction site to perform work related to the Interconnection Facilities or Generating Facility, the Interconnection Customer shall replace any evidence of Affiliate Insurance with evidence of such insurance carried by the Interconnection Customer, naming the Participating TO as additional insured.

18.3.3 Business Automobile Liability Insurance. Prior to the entry of any such vehicles on any construction site in connection with work done by or on behalf of the Interconnection Customer, the Interconnection Customer shall provide evidence of coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage. Upon the request of the Participating TO, the Interconnection Customer shall name the Participating TO as an additional insured on any such policies.

18.3.4 Excess Public Liability Insurance. Commencing at the time of entry of any person on its behalf upon any construction site for the Network Upgrades, Interconnection Facilities, or Generating Facility, the Participating TO and the Interconnection Customer shall maintain excess public liability insurance over and above the Employer's Liability Commercial General Liability and Business Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars (\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate. Such insurance carried by the Participating TO shall name the Interconnection Customer as an additional insured, and such insurance carried by the Interconnection Customer shall name the Participating TO as an additional insured.

18.3.5 The Commercial General Liability Insurance, Business Automobile Insurance and Excess Public Liability Insurance policies shall name the other Parties identified in the sections above, their parents, associated and Affiliate companies and their respective directors, officers, agents,

servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this LGIA against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group of cancellation in coverage or condition. If any Party can reasonably demonstrate that coverage policies containing provisions for insurer waiver of subrogation rights, or advance written notice are not commercially available, then the Parties shall meet and confer and mutually determine to (i) establish replacement or equivalent terms in lieu of subrogation or notice or (ii) waive the requirements that coverage(s) include such subrogation provision or require advance written notice from such insurers.

- 18.3.6** The Commercial General Liability Insurance, Business Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.
- 18.3.7** The Commercial General Liability Insurance, Business Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this LGIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.
- 18.3.8** The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this LGIA.
- 18.3.9** Within ten (10) Calendar Days following execution of this LGIA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) Calendar Days thereafter, each Party shall provide certification of all insurance required in this LGIA, executed by each insurer or by an authorized representative of each insurer.
- 18.3.10** Notwithstanding the foregoing, each Party may self-insure
- a) to meet the insurance requirements of Article 18.3.1, to the extent that it maintains a self-insurance program that is a qualified self insurer within

the state in which the Point of Interconnection is located, under the laws and regulations of such state; and

b) to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program; provided that, such Party's senior unsecured debt or issuer rating is BBB-, or better, as rated by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's senior unsecured debt rating and issuer rating are both unrated by Standard & Poor's or are both rated at less than BBB- by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this Article 18.3.10, it shall notify the other Parties that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

18.3.11 The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this LGIA.

ARTICLE 19. ASSIGNMENT

19.1 Assignment. This LGIA may be assigned by a Party only with the written consent of the other Parties; provided that a Party may assign this LGIA without the consent of the other Parties to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this LGIA; and provided further that the Interconnection Customer shall have the right to assign this LGIA, without the consent of the CAISO or Participating TO, for collateral security purposes to aid in providing financing for the Large Generating Facility, provided that the Interconnection Customer will promptly notify the CAISO and Participating TO of any such assignment. Any financing arrangement entered into by the Interconnection Customer pursuant to this Article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the CAISO and Participating TO of the date and particulars of any such exercise of assignment right(s), including providing the CAISO and Participating TO with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this Article is void and ineffective. Any assignment under this LGIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

ARTICLE 20. SEVERABILITY

20.1 Severability. If any provision in this LGIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this LGIA; provided that if the Interconnection Customer (or any third party, but only if such third party is not acting at the direction of the Participating TO or CAISO) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of the provisions of Article 5.1.2 or 5.1.4 shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

ARTICLE 21. COMPARABILITY

21.1 Comparability. The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

ARTICLE 22. CONFIDENTIALITY

22.1 Confidentiality. Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business

affairs, and pricing, and any information supplied by any of the Parties to the other Parties prior to the execution of this LGIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Parties receiving the information that the information is confidential.

If requested by any Party, the other Parties shall provide in writing, the basis for asserting that the information referred to in this Article 22 warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

22.1.1 Term. During the term of this LGIA, and for a period of three (3) years after the expiration or termination of this LGIA, except as otherwise provided in this Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

22.1.2 Scope. Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this LGIA; or (6) is required, in accordance with Article 22.1.7 of this LGIA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this LGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Parties that it no longer is confidential.

22.1.3 Release of Confidential Information. No Party shall release or disclose Confidential Information to any other person, except to its employees, consultants, Affiliates (limited by the Standards of Conduct requirements set forth in Part 358 of FERC's Regulations, 18 C.F.R. 358), subcontractors, or to parties who may be or considering providing financing to or equity participation with the Interconnection Customer, or to potential purchasers or assignees of the Interconnection Customer, on a

need-to-know basis in connection with this LGIA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

22.1.4 Rights. Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Parties. The disclosure by each Party to the other Parties of Confidential Information shall not be deemed a waiver by a Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

22.1.5 No Warranties. The mere fact that a Party has provided Confidential Information does not constitute a warranty or representation as to its accuracy or completeness. In addition, by supplying Confidential Information, no Party obligates itself to provide any particular information or Confidential Information to the other Parties nor to enter into any further agreements or proceed with any other relationship or joint venture.

22.1.6 Standard of Care. Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Parties under this LGIA or its regulatory requirements.

22.1.7 Order of Disclosure. **If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires any Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Parties with prompt notice of such request(s) or requirement(s) so that the other Parties may seek an appropriate protective order or waive compliance with the terms of this LGIA.** Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

22.1.8 Termination of Agreement. Upon termination of this LGIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from another Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the other Party) or return to the other Party, without retaining

copies thereof, any and all written or electronic Confidential Information received from the other Party.

22.1.9 Remedies. The Parties agree that monetary damages would be inadequate to compensate a Party for another Party's Breach of its obligations under this Article 22. Each Party accordingly agrees that the other Parties shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

22.1.10 Disclosure to FERC, its Staff, or a State. Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 C.F.R. section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this LGIA, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 C.F.R. section 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Parties to this LGIA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Parties to the LGIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time any of the Parties may respond before such information would be made public, pursuant to 18 C.F.R. section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

22.1.11 Subject to the exception in Article 22.1.10, Confidential Information shall not be disclosed by the other Parties to any person not employed or retained by the other Parties, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Parties, such consent not to be unreasonably withheld; or (iv)

necessary to fulfill its obligations under this LGIA or as a transmission service provider or a Balancing Authority including disclosing the Confidential Information to an RTO or ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Parties in writing of the information it claims is confidential. Prior to any disclosures of another Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

ARTICLE 23. ENVIRONMENTAL RELEASES

- 23.1** Each Party shall notify the other Parties, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Large Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Parties. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Parties copies of any publicly available reports filed with any Governmental Authorities addressing such events.

ARTICLE 24. INFORMATION REQUIREMENTS

- 24.1 Information Acquisition.** The Participating TO and the Interconnection Customer shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.
- 24.2 Information Submission by Participating TO.** The initial information submission by the Participating TO shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include the Participating TO's Transmission System information necessary to allow the Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise agreed to by the Participating TO and the Interconnection Customer. On a monthly basis the Participating TO shall provide the Interconnection Customer and the CAISO a status report on the construction and installation of the Participating TO's Interconnection Facilities and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report; (3) a description of

the action items for the next period; and (4) the delivery status of equipment ordered.

24.3 Updated Information Submission by Interconnection Customer. The updated information submission by the Interconnection Customer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation. The Interconnection Customer shall submit a completed copy of the Electric Generating Unit data requirements contained in Appendix 1 to the GIP. It shall also include any additional information provided to the Participating TO and the CAISO for the Interconnection Studies. Information in this submission shall be the most current Electric Generating Unit design or expected performance data. Information submitted for stability models shall be compatible with the Participating TO and CAISO standard models. If there is no compatible model, the Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If the Interconnection Customer's data is materially different from what was originally provided to the Participating TO and the CAISO for the Interconnection Studies, then the Participating TO and the CAISO will conduct appropriate studies pursuant to the GIP to determine the impact on the Participating TO's Transmission System and affected portions of the CAISO Controlled Grid based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed and all other requirements of this LGIA are satisfied.

24.4 Information Supplementation. Prior to the Trial Operation date, the Parties shall supplement their information submissions described above in this Article 24 with any and all "as-built" Electric Generating Unit information or "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Electric Generating Unit as required by Good Utility Practice such as an open circuit "step voltage" test on the Electric Generating Unit to verify proper operation of the Electric Generating Unit's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Electric Generating Unit at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent (5 percent) change in Electric Generating Unit terminal voltage initiated by a change in the voltage regulators reference voltage. The Interconnection Customer shall provide validated test recordings showing the responses of Electric Generating Unit terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Electric Generating Unit's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Electric Generating Unit terminal or

field voltages is provided. Electric Generating Unit testing shall be conducted and results provided to the Participating TO and the CAISO for each individual Electric Generating Unit in a station.

Subsequent to the Commercial Operation Date, the Interconnection Customer shall provide the Participating TO and the CAISO any information changes due to equipment replacement, repair, or adjustment. The Participating TO shall provide the Interconnection Customer any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Participating TO-owned substation that may affect the Interconnection Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information pursuant to Article 5.19.

ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS

- 25.1 Information Access.** Each Party (the "disclosing Party") shall make available to the other Party information that is in the possession of the disclosing Party and is necessary in order for the other Party to: (i) verify the costs incurred by the disclosing Party for which the other Party is responsible under this LGIA; and (ii) carry out its obligations and responsibilities under this LGIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this LGIA. Nothing in this Article 25 shall obligate the CAISO to make available to a Party any third party information in its possession or control if making such third party information available would violate a CAISO Tariff restriction on the use or disclosure of such third party information.
- 25.2 Reporting of Non-Force Majeure Events.** Each Party (the "notifying Party") shall notify the other Parties when the notifying Party becomes aware of its inability to comply with the provisions of this LGIA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this Article shall not entitle the Party receiving such notification to allege a cause for anticipatory breach of this LGIA.
- 25.3 Audit Rights.** Subject to the requirements of confidentiality under Article 22 of this LGIA, the Parties' audit rights shall include audits of a Party's costs pertaining to such Party's performance or satisfaction of obligations owed to the other Party under this LGIA, calculation of invoiced amounts, the CAISO's efforts to allocate responsibility for the provision of reactive support to the CAISO Controlled Grid, the CAISO's efforts to allocate responsibility for interruption or

reduction of generation on the CAISO Controlled Grid, and each such Party's actions in an Emergency Condition.

25.3.1 The Interconnection Customer and the Participating TO shall each have the right, during normal business hours, and upon prior reasonable notice to the other Party, to audit at its own expense the other Party's accounts and records pertaining to either such Party's performance or either such Party's satisfaction of obligations owed to the other Party under this LGIA. Subject to Article 25.3.2, any audit authorized by this Article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each such Party's performance and satisfaction of obligations under this LGIA. Each such Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

25.3.2 Notwithstanding anything to the contrary in Article 25.3, each Party's rights to audit the CAISO's accounts and records shall be as set forth in Section 22.1 of the CAISO Tariff.

25.4 Audit Rights Periods.

25.4.1 Audit Rights Period for Construction-Related Accounts and Records.

Accounts and records related to the design, engineering, procurement, and construction of Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades constructed by the Participating TO shall be subject to audit for a period of twenty-four months following the Participating TO's issuance of a final invoice in accordance with Article 12.2. Accounts and records related to the design, engineering, procurement, and construction of Participating TO's Interconnection Facilities and/or Stand Alone Network Upgrades constructed by the Interconnection Customer shall be subject to audit and verification by the Participating TO and the CAISO for a period of twenty-four months following the Interconnection Customer's issuance of a final invoice in accordance with Article 5.2(8).

25.4.2 Audit Rights Period for All Other Accounts and Records. Accounts and records related to a Party's performance or satisfaction of all obligations under this LGIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four months after the event for which the audit is sought; provided that each Party's rights to audit the CAISO's accounts and records shall be as set forth in Section 22.1 of the CAISO Tariff.

25.5 Audit Results. If an audit by the Interconnection Customer or the Participating TO determines that an overpayment or an underpayment has occurred with respect to the other Party, a notice of such overpayment or underpayment shall be given to the other Party together with those records from the audit which supports such determination. The Party that is owed payment shall render an invoice to the other Party and such invoice shall be paid pursuant to Article 12 hereof.

25.5.1 Notwithstanding anything to the contrary in Article 25.5, the Interconnection Customer's and Participating TO's rights to audit the CAISO's accounts and records shall be as set forth in Section 22.1 of the CAISO Tariff, and the CAISO's process for remedying an overpayment or underpayment shall be as set forth in the CAISO Tariff.

ARTICLE 26. SUBCONTRACTORS

26.1 General. Nothing in this LGIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this LGIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this LGIA in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

26.2 Responsibility of Principal. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this LGIA. The hiring Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the CAISO or Participating TO be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under Article 5 of this LGIA. Any applicable obligation imposed by this LGIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

26.3 No Limitation by Insurance. The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

ARTICLE 27. DISPUTES

All disputes arising out of or in connection with this LGIA whereby relief is sought by or from the CAISO shall be settled in accordance with the provisions of Article 13 of the CAISO Tariff, except that references to the CAISO Tariff in such Article 13 of the CAISO Tariff shall be read as references to this LGIA. Disputes arising out of or in connection with this LGIA not subject to provisions of Article 13 of the CAISO Tariff shall be resolved as follows:

27.1 Submission. In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this LGIA or its performance, such Party (the "disputing Party") shall provide the other Party with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party's receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this LGIA.

27.2 External Arbitration Procedures. Any arbitration initiated under this LGIA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) Calendar Days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules") and any applicable FERC regulations; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 27, the terms of this Article 27 shall prevail.

27.3 Arbitration Decisions. Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall

notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this LGIA and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator(s) must also be filed with FERC if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

- 27.4 Costs.** Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or (2) one half the cost of the single arbitrator jointly chosen by the Parties.

ARTICLE 28. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 28.1 General.** Each Party makes the following representations, warranties and covenants:

28.1.1 Good Standing. Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Large Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this LGIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this LGIA.

28.1.2 Authority. Such Party has the right, power and authority to enter into this LGIA, to become a Party hereto and to perform its obligations hereunder. This LGIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

28.1.3 No Conflict. The execution, delivery and performance of this LGIA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license,

permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

28.1.4 Consent and Approval. Such Party has sought or obtained, or, in accordance with this LGIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this LGIA, and it will provide to any Governmental Authority notice of any actions under this LGIA that are required by Applicable Laws and Regulations.

ARTICLE 29. [RESERVED]

ARTICLE 30. MISCELLANEOUS

- 30.1 Binding Effect.** This LGIA and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- 30.2 Conflicts.** In the event of a conflict between the body of this LGIA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this LGIA shall prevail and be deemed the final intent of the Parties.
- 30.3 Rules of Interpretation.** This LGIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this LGIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this LGIA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this LGIA or such Appendix to this LGIA, or such Section to the GIP or such Appendix to the GIP, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this LGIA as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".

30.4 Entire Agreement. This LGIA, including all Appendices and Schedules attached hereto, constitutes the entire agreement among the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between or among the Parties with respect to the subject matter of this LGIA. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, any Party's compliance with its obligations under this LGIA.

30.5 No Third Party Beneficiaries. This LGIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

30.6 Waiver. The failure of a Party to this LGIA to insist, on any occasion, upon strict performance of any provision of this LGIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this LGIA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this LGIA. Termination or Default of this LGIA for any reason by the Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Participating TO. Any waiver of this LGIA shall, if requested, be provided in writing.

30.7 Headings. The descriptive headings of the various Articles of this LGIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this LGIA.

30.8 Multiple Counterparts. This LGIA may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

30.9 Amendment. The Parties may by mutual agreement amend this LGIA by a written instrument duly executed by all of the Parties. Such amendment shall become effective and a part of this LGIA upon satisfaction of all Applicable Laws and Regulations.

30.10 Modification by the Parties. The Parties may by mutual agreement amend the Appendices to this LGIA by a written instrument duly executed by all of the Parties. Such amendment shall become effective and a part of this LGIA upon satisfaction of all Applicable Laws and Regulations.

30.11 Reservation of Rights. The CAISO and Participating TO shall each have the right to make a unilateral filing with FERC to modify this LGIA pursuant to section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder with respect to the following Articles and Appendices of this LGIA and with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation covered by these Articles and Appendices:

Recitals, 1, 2.1, 2.2, 2.3, 2.4, 2.6, 3.1, 3.3, 4.1, 4.2, 4.3, 4.4, 5 preamble, 5.4, 5.7, 5.8, 5.9, 5.12, 5.13, 5.18, 5.19.1, 7.1, 7.2, 8, 9.1, 9.2, 9.3, 9.5, 9.6, 9.7, 9.8, 9.10, 10.3, 11.4, 12.1, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24.3, 24.4, 25.1, 25.2, 25.3 (excluding subparts), 25.4.2, 26, 28, 29, 30, Appendix D, Appendix F, Appendix G, and any other Article not reserved exclusively to the Participating TO or the CAISO below.

The Participating TO shall have the exclusive right to make a unilateral filing with FERC to modify this LGIA pursuant to section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder with respect to the following Articles and Appendices of this LGIA and with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation covered by these Articles and Appendices:

2.5, 5.1, 5.2, 5.3, 5.5, 5.6, 5.10, 5.11, 5.14, 5.15, 5.16, 5.17, 5.19 (excluding 5.19.1), 6, 7.3, 9.4, 9.9, 10.1, 10.2, 10.4, 10.5, 11.1, 11.2, 11.3, 11.5, 12.2, 12.3, 12.4, 24.1, 24.2, 25.3.1, 25.4.1, 25.5 (excluding 25.5.1), 27 (excluding preamble), Appendix A, Appendix B, Appendix C, and Appendix E.

The CAISO shall have the exclusive right to make a unilateral filing with FERC to modify this LGIA pursuant to section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder with respect to the following Articles of this LGIA and with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation covered by these Articles:

3.2, 4.5, 11.6, 25.3.2, 25.5.1, and 27 preamble.

The Interconnection Customer, the CAISO, and the Participating TO shall have the right to make a unilateral filing with FERC to modify this LGIA pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by another Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this LGIA shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations

thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

30.12 No Partnership. This LGIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership among the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.

30.13 Joint and Several Obligations. Except as otherwise provided in this LGIA, the obligations of the CAISO, the Participating TO, and the Interconnection Customer are several, and are neither joint nor joint and several.

IN WITNESS WHEREOF, the Parties have executed this LGIA in multiple originals, each of which shall constitute and be an original effective agreement among the Parties.

NextEra Desert Center Blythe, LLC

By: /s/ Michael O'Sullivan

Title: Vice President

Date: August 12, 2011

Southern California Edison Company

By: /s/ David L. Mead

Title: Senior Vice President

Date: August 12, 2011

California Independent System Operator Corporation

By: /s/ Keith E. Casey

Title: PH.D., Vice President Market & Infrastructure Development

Date: August 12, 2011

Appendices to LGIA

- Appendix A Interconnection Facilities, Network Upgrades and Distribution Upgrades
- Appendix B Milestones
- Appendix C Interconnection Details
- Appendix D Security Arrangements Details
- Appendix E Commercial Operation Date
- Appendix F Addresses for Delivery of Notices and Billings
- Appendix G Interconnection Customer's Proportional Share of Costs of Network Upgrades for Applicable Project Group
- Appendix H Interconnection Requirements for an Asynchronous Generating Facility

Appendix A To LGIA

Interconnection Facilities, Network Upgrades and Distribution Upgrades

Recitals to Appendix A

- A. The Participating TO's Interconnection Facilities, Network Upgrades, Distribution Upgrades, and Interim WOD Project described herein are based on the Participating TO's preliminary engineering and design and are subject to modification to reflect the actual facilities that will be constructed and installed following the Participating TO's final engineering and design, identification of field conditions, and compliance with applicable environmental and permitting requirements.

- B. The Interconnection Customer proposed, in its Interconnection Request, dated May 24, 2007 to construct a solar thermal and photovoltaic Generating Facility with a maximum net output of 500 MW. The entire Generating Facility, known as the "Genesis McCoy Solar Project," is comprised of the (i) Genesis Station, a 250 MW solar thermal facility consisting of two (2) 125 MW Electric Generating Units, and (ii) McCoy Station, a 250 MW photovoltaic facility. For the purpose of this LGIA, the McCoy Station will be deemed to be constructed as two (2) Electric Generating Units, each consisting of approximately 125 MW. The Interconnection Request is being processed along with several other Interconnection Requests, as part of the CAISO's "Eastern Bulk System Cluster" ("Cluster").

- C. The Phase II Interconnection Study applicable to the Cluster determined that the Participating TO's Delivery Network Upgrades cannot be completed to meet the Full Capacity Deliverability Status requests of the Cluster until 2017. In response to this information, the CAISO, the Participating TO, and the Interconnection Customer have agreed to permit the Interconnection Customer to construct the entire Generating Facility as a Phased Generating Facility in two sequences, with the First Sequence, consisting of Electric Generating Units 1 & 2 ("First Sequence") and the Second Sequence, consisting of Electric Generating Units 3 & 4 ("Second Sequence"). The Interconnection Customer has proposed that the sequencing of the construction of the Phased Generating Facility take place in a manner that matches the construction of the anticipated transmission upgrades and the corresponding availability of transmission necessary for each sequence and to include within this LGIA provisions for Partial Termination as described in Article 2.4.4 of this LGIA. As set forth below, the First Sequence consisting of Electric Generating Units 1 & 2 of the Phased Generating Facility is scheduled to achieve Commercial Operation concurrent with the Participating TO's Reliability Network Upgrades and the Second Sequence consisting of Electric Generating Units 3 & 4 is scheduled to achieve Commercial Operation concurrent with the in-service date of Participating TO's Delivery Network Upgrades. The

Interconnection Customer understands that Full Capacity Deliverability Status will be determined pursuant to applicable CAISO procedures. This Appendix A describes separately the Interconnection Facilities, and Network Upgrades where applicable, for the First Sequence and the Second Sequence. Similarly, separate milestones are set forth for both the Phased Generating Facility and the transmission activities for each sequence based upon the results of the Phase II Interconnection Study.

- D. Pursuant to the Interim WOD Project Letter Agreement, the Participating TO and Interconnection Customer have agreed to proceed with the engineering, design, procurement and construction of the Interim WOD Project which will enable the Genesis McCoy Solar Project, and other generating facilities, to attain Full Capacity Deliverability Status for an interim period until the Participating TO's Delivery Network Upgrades can be constructed and placed in service.

Operative Provisions of Appendix A

1. Interconnection Facilities:

- (a) **Interconnection Customer's Interconnection Facilities:** The Interconnection Customer shall:
- (i) First Sequence designated by Interconnection Customer as the Genesis Station:
 1. Construct a new, approximate 14 mile, 220kV generation tie-line from the Genesis Station to Participating TO's Colorado River Substation comprised of 2B-1272 kcmil Bittern conductor. This generation tie-line will initially be called the Colorado River-Genesis 220kV Transmission Line and will later be reconfigured as described below in the Second Sequence identified as McCoy Station under Section 1(a)(ii).
 2. Install optical ground wire ("OPGW") and associated underground vaults, risers, conduits, panels, and cable on the Colorado River - Genesis 220kV Transmission Line to provide the telecommunication path required to support the line protection scheme and Remote Terminal Units ("RTU"), and one of the two diverse telecommunications paths required for the SPS. Interconnection Customer shall install, own, operate and maintain such telecommunications path and equipment, with the exception of the terminal equipment at Colorado River Substation, and initially at the Genesis Station (until such time as the Genesis McCoy 220kV Switchyard is constructed), which will be installed, owned, operated and maintained by the Participating TO.
 3. Install new All Dielectric Self Supported ("ADSS") fiber optic cable from Participating TO's Colorado River Substation to the Genesis Station, and associated underground vaults, risers, conduits, panels and cable

to terminate the ADSS, to provide the second of the two diverse telecommunications paths required for the SPS. The telecommunications equipment will be specified by the Participating TO so as to match telecommunications equipment used by the Participating TO at Colorado River Substation and at the Genesis Station. Interconnection Customer shall install, own, operate and maintain such telecommunications path and equipment, with the exception of the terminal equipment at Colorado River Substation, and initially at the Genesis Station (until such time as the Genesis McCoy 220kV Switchyard is constructed), which will be installed, owned, operated and maintained by the Participating TO. If the Interconnection Customer chooses to expedite the construction of the Genesis McCoy 220kV Switchyard as part of the initial configuration of the Genesis Station as described below in Section 1(a)(ii), this second diverse telecommunications path between Participating TO's Colorado River Substation and the Genesis Station will still be required based on the anticipated SPS design, unless, following execution of this LGIA, the Participating TO, CAISO and Interconnection Customer mutually agree on an acceptable alternative that accomplishes the generation curtailment otherwise provided by the anticipated SPS design.

- a. Allow Participating TO to review Interconnection Customer's fiber-optic cable design and perform inspection to ensure compatibility with Participating TO's terminal equipment and protection engineering requirements for diverse path communication routing.
 - b. Allow Participating TO to perform acceptance testing of fiber-optic cables and give the Participating TO the right to request and/or to perform correction of installation deficiencies as determined by the Participating TO.
4. Make available adequate space and facilities necessary for the installation of the Participating TO's RTU to be located at the Genesis Station.
 5. Install all required CAISO approved metering equipment at the Genesis Station.
 6. Install all required revenue metering equipment (voltage and current transformers) at the Genesis Station to meter the Generating Facility retail load as specified by Participating TO.
 7. Install 220kV transmission line protection and SPS relays at the Genesis Station as specified by the Participating TO, expected to include the following:
 - a. one (1) GE L90 current differential relay with telecommunications channel to Colorado River Substation via the OPGW on the Colorado River-Genesis 220kV Transmission Line
 - b. one (1) SEL 311C current differential relay; no telecommunications channels required
 - c. two (2) N60 relays at Genesis Station Unit 1 (one for SPS A and SPS B) and two (2) N-60 relays at Genesis Station Unit 2 (one for

SPS A and SPS B) to trip the generator breakers under the Colorado River corridor SPS.

- d. one (1) SEL-2407 satellite synchronized clock
 - e. two (2) N60 relays at Genesis Station Unit 1 (one for SPS A and SPS B) to be installed, tested, and in service prior to initial synchronization of the Genesis Station Unit 1; and two (2) N-60 relays at Genesis Station Unit 2 (one for SPS A and SPS B) to be installed, tested, and in service prior to initial synchronization of the Genesis Station Unit 2, to trip the generator breakers under the Interim WOD Project.
8. Perform all required functions to obtain land easements or land acquisition, obtain licensing and permits, and perform required environmental activities for the installation of the telecommunications between the Genesis Station and Participating TO's Colorado River Substation, and for the Participating TO's portion of the Colorado River-Genesis 220kV Transmission Line.

(ii) Second Sequence designated by Interconnection Customer as the McCoy Station:

1. Construct a new Genesis McCoy 220kV Switchyard and a new, approximate 13 mile, 220kV generation tie-line from the McCoy Station to the new Genesis McCoy 220kV Switchyard comprised of 2B-954 kcmil ACSR conductor. Loop the Colorado River-Genesis 220kV Transmission Line into the Genesis McCoy 220kV Switchyard. Following completion of these Second Sequence facilities, the transmission facilities of the Genesis McCoy Solar Project will be comprised of three lines, including the Genesis McCoy-Genesis Station 220kV Transmission Line, the Genesis McCoy-McCoy Station 220kV Transmission Line, and the Colorado River-Genesis McCoy 220kV Transmission Line, collectively referred to as the "Gen-Tie Lines". The Interconnection Customer may choose to expedite the construction of the Genesis McCoy 220kV Switchyard ahead of this Second Sequence as part of the initial configuration.
2. Install optical ground wire ("OPGW") and associated underground vaults, risers, conduits, panels, and cable on the Genesis McCoy-McCoy Station 220kV Transmission Line to provide the telecommunication path required to support the line protection scheme and Remote Terminal Units ("RTU"), and one of the two required telecommunications paths required for the SPS. Interconnection Customer shall install, own, operate and maintain such telecommunications path and equipment, with the exception of the terminal equipment at Genesis McCoy 220kV Switchyard, which will be installed, owned, operated and maintained by the Participating TO.
3. If not previously installed as part of the First Sequence, install new All Dielectric Self Supported ("ADSS") fiber optic cable from Participating TO's Colorado River Substation to the Genesis McCoy 220kV

Switchyard, and associated underground vaults, risers, conduits, panels and cable to terminate the ADSS, to provide the second of the two diverse telecommunications paths required for the SPS. The telecommunications equipment will be specified by the Participating TO so as to match telecommunications equipment used by the Participating TO at Colorado River Substation. Interconnection Customer shall install, own, operate and maintain such telecommunications path and equipment, with the exception of the terminal equipment at Colorado River Substation and the Genesis McCoy 220kV Switchyard, which will be installed, owned, operated and maintained by the Participating TO. The Interconnection Customer understands and acknowledges that curtailment of McCoy Station output will be applied at the Genesis McCoy 220kV Switchyard and not at the McCoy Station if the Interconnection Customer elects not to extend the second diverse telecommunications path from the Genesis McCoy 220kV Switchyard to the McCoy Station.

- a. Allow Participating TO to review Interconnection Customer's fiber-optic cable design and perform inspection to ensure compatibility with Participating TO's terminal equipment and protection engineering requirements for diverse path communication routing.
 - b. Allow Participating TO to perform acceptance testing of fiber-optic cables and give the Participating TO the right to request and/or to perform correction of installation deficiencies as determined by the Participating TO.
4. Make available adequate space and facilities necessary for the installation of the Participating TO's RTUs to be located at the McCoy Station and the Genesis McCoy 220kV Switchyard.
 5. Install all required CAISO approved metering equipment at the McCoy Station.
 6. Install all required revenue metering equipment (voltage and current transformers) at the McCoy Station to meter the Generating Facility retail load as specified by Participating TO.
 7. Install 220kV transmission line protection and SPS relays at the McCoy Station as specified by the Participating TO, expected to include the following:
 - a. one (1) GE L90 current differential relay with telecommunications channel to Colorado River Substation via the OPGW on the Genesis McCoy-McCoy Station 220kV Transmission Line
 - b. one (1) SEL 311C current differential relay; no telecommunications channels required
 - c. two (2) N60 relays (one for SPS A and one for SPS B if required) to trip the generator breakers
 - d. one (1) SEL-2407 satellite synchronized clock
 8. Perform all required functions to obtain land easements or land acquisition, obtain licensing and permits, and perform required environmental activities for the installation of the telecommunications

between the McCoy Station and the Genesis McCoy 220kV Switchyard, and between the Genesis McCoy 220kV Switchyard and Participating TO's Colorado River Substation.

(b) Participating TO's Interconnection Facilities: The Participating TO shall:

- (i) Colorado River-Genesis McCoy 220 kV Transmission Line (installation of the following equipment to be coordinated with the construction of Interconnection Customer's First Sequence - Genesis Station Interconnection Facilities):
 - 1. Install one 220 kV dead-end structure, two spans of conductors and OPGW and twelve dead end insulator / hardware assemblies between the last Interconnection Customer-owned structure on the Colorado River-Genesis 220kV Transmission Line (the Colorado River-Genesis McCoy 220kV Transmission Line following construction of the Genesis McCoy 220kV Switchyard described above in Section 1(a)(ii)1 and the substation dead-end rack at the Colorado River 220 kV switchyard.

- (ii) Colorado River Substation (installation of the following equipment to be coordinated with the construction of Interconnection Customer's First Sequence-Genesis Station Interconnection Facilities) :
 - 1. Install the following facilities to terminate the new Colorado River-Genesis 220kV Transmission Line (the Colorado River-Genesis McCoy 220kV Transmission Line following construction of the Genesis McCoy 220kV Switchyard described above in Section 1(a)(ii)1 at a dedicated double breaker position:
 - a. one (1) dead-end structure (60ft. high x 50ft. wide)
 - b. three (3) 220kV coupling capacitor voltage transformers
 - c. one (1) GE L90 current differential relay with telecommunications channel to the Generating Facility via the OPGW on the Gen-Tie Lines
 - d. one (1) SEL 311C current differential relay. No telecommunication channels required
 - 2. Telecommunications- Install all required light-wave, channel and related terminal equipment to support the Genesis McCoy Solar Project Gen-Tie Lines protection, SPS, SCADA, and Participating TO's applicable voice and data requirements.

- (iii) Genesis McCoy 220kV Switchyard (installation of the following equipment to be coordinated with the construction of Interconnection Customer's Second Sequence-McCoy Station Interconnection Facilities or with the First Sequence-Genesis Station if the Interconnection Customer chooses to expedite this switchyard):
 - 1. Power System Control- Install one (1) RTU at the Interconnection Customer-owned Genesis McCoy 220kV Switchyard to transmit circuit breaker status and project net MW and MVAR. Notwithstanding that the

RTU will be located on Interconnection Customer's side of the Point of Change of Ownership, Participating TO shall own, operate and maintain the RTU as part of the Participating TO's Interconnection Facilities.

2. Telecommunications- Install all required light-wave, channel and related terminal equipment to support the Genesis McCoy Solar Project Gen-Tie Lines protection and SPS. Notwithstanding that the telecommunications terminal equipment will be located on the Interconnection Customer's side of the Point of Change of Ownership, Participating TO shall own, operate and maintain the telecommunications terminal equipment as part of the Participating TO's Interconnection Facilities.

(iv) Genesis McCoy Solar Project:

1. Installation of the following equipment to be coordinated with the construction of Interconnection Customer's Interconnection Facilities for the First Sequence-Genesis Station:
 - a. Power System Control- Install one (1) RTU at Genesis Station to transmit generator unit gross MW and MVAR, plant auxiliary load, generator status, generator circuit breaker status, generator terminal voltage, and project net MW and MVAR. Notwithstanding that the RTUs will be located on Interconnection Customer's side of the Point of Change of Ownership, Participating TO shall own, operate and maintain the RTUs as part of the Participating TO's Interconnection Facilities.
 - b. Metering Services- Install a metering cabinet and revenue meters at Genesis Station required to meter the retail load at the Generating Facility. Notwithstanding that the metering will be located on the Interconnection Customer's side of the Point of Change of Ownership, Participating TO shall own, operate and maintain the metering as part of the Participating TO's Interconnection Facilities.
 - c. Telecommunications- Install all required light-wave, channel and related terminal equipment to support the Colorado River-Genesis 220kV Transmission Line protection and SPS. Notwithstanding that the telecommunications terminal equipment will be located on the Interconnection Customer's side of the Point of Change of Ownership, Participating TO shall own, operate and maintain the telecommunications terminal equipment as part of the Participating TO's Interconnection Facilities. Such terminal equipment will be removed from the Genesis Station concurrent with the installation of Participating TO's required channel and terminal equipment at the Genesis McCoy 220kV Switchyard.
2. Installation of the following equipment to be coordinated with the construction of Interconnection Customer's Second Sequence-McCoy Station:

- a. Power System Control- Install one (1) RTU at the McCoy Station to transmit generator unit gross MW and MVAR, plant auxiliary load, generator status, generator circuit breaker status, generator terminal voltage, and project net MW and MVAR. Notwithstanding that the RTUs will be located on Interconnection Customer's side of the Point of Change of Ownership, Participating TO shall own, operate and maintain the RTUs as part of the Participating TO's Interconnection Facilities.
 - b. Metering Services- Install a metering cabinet and revenue meters at the McCoy Station required to meter the retail load at the Generating Facility. Notwithstanding that the metering will be located on the Interconnection Customer's side of the Point of Change of Ownership, Participating TO shall own, operate and maintain the metering as part of the Participating TO's Interconnection Facilities.
- (v) Real Properties, Transmission Project Licensing, and Environmental Health and Safety:
 - 1. Perform any required functions to obtain land easements or land acquisition, obtain licensing and permits, and perform any required environmental activities in addition to those performed by the Interconnection Customer pursuant to Appendix C Section 3(f) of this LGIA, for the Participating TO's portion of the Colorado River-Genesis McCoy 220 kV Transmission Line (initially the Colorado River-Genesis 220kV Transmission Line).

2. Network Upgrades:

(a) **Stand Alone Network Upgrades:** None.

(b) **Other Network Upgrades:**

- (i) **Participating TO's Reliability Network Upgrades:** The Participating TO shall:
 - 1. Terminate the Colorado River-Genesis McCoy 220kV Transmission Line (initially the Colorado River-Genesis 220kV Transmission Line) at Colorado River Substation:
 - a. Colorado River Substation
 - i. Install the following equipment for a dedicated 220kV double breaker line position on a breaker-and-a-half configuration to terminate the Colorado River-Genesis McCoy 220kV Transmission Line:
 - 1. two (2) 220kV 3000A - 50kA circuit breakers

2. four (4) 220kV 3000A – 80kA horizontal-mounted group operated disconnect switches
 3. one (1) grounding switch attachment
 4. eighteen (18) 220kV bus supports with associated steel pedestals
 5. 2B-1590 kcmil ACSR conductors
 - ii. Power System Control – Expand the RTU at Colorado River Substation to install additional points required for the Colorado River-Genesis McCoy 220kV Line
2. Loop the Colorado River-Devers No.2 500kV Transmission Line into Red Bluff Substation:
 - a. Colorado River-Devers No.2 500kV Transmission Line – Loop the line into Red Bluff Substation to form the new Devers-Red Bluff No. 2 and Colorado River-Red Bluff No. 2 500kV Transmission Lines. This work requires the following:
 - i. install approximately one circuit mile of 2B-2156 kcmil ACSR conductors and OPGW
 - ii. install four (4) dead-end 500kV lattice steel structures
 - iii. install thirty (30) insulator/hardware assemblies
 - b. Red Bluff 500/220kV Substation
 - i. Install two (2) new double breaker line positions within the 500kV Switchyard to terminate the new Colorado River No.2 and Devers No.2 500kV Transmission Lines
 - ii. Install the following protection relays in the control room
 1. four (4) GE C60 breaker management relays
 2. two (2) GE D60 distance relays (digital communication channel)
 3. two (2) GE L90 current differential relay (digital communication channel)
 4. two (2) SEL-421 current differential relay with RFL 9780 on Power Line Carrier Current (“PLCC”)
 5. two (2) additional RFL 9780 direct transfer trip on PLCC
 6. two (2) RFL 9745 direct transfer trip on PLCC
3. Colorado River Substation Expansion – No. 1 AA-Bank: Expand the substation, presently configured as a 500kV switchyard, to a 1120MVA 500/220kV substation by installing one 1120MVA, 500/220kV transformer bank with corresponding 500kV and 220kV bank positions and installing a new 220kV switchyard.
 - a. 500kV Switchyard-Position 3 - Install the following equipment for a double-breaker bank position on a breaker-and-a-half configuration to connect the No. 1AA 500/220kV transformer bank:
 - i. one (1) 108 ft. high by 90 ft. wide dead-end structure
 - ii. two (2) 500kV-4000A-50kA circuit breakers
 - iii. four (4) 500kV horizontal-mounted group-operated disconnect switches, one of them equipped with grounding attachments
 - iv. fifteen (15) 500kV bus supports

- v. 2B-1590 kcmil ACSR conductors
- b. 500kV Switchyard-500/220kV Transformer Bank – Install one (1) 1120MVA, 500/220kV transformer bank to include the following:
 - i. four (4) 373MVA, 500/220kV single-phase units, including one spare unit
 - ii. three (3) 500kV surge arresters
 - iii. three (3) 220kV surge arresters
 - iv. one (1) standard seven-position transformer structure with all the required 500kV and 220kV bus-work to allow for the grounded wye/delta connection of the single-phase units and placement of the spare unit
 - v. one (1) 13.8kV tertiary bus equipped as follows:
 - 1. five (5) 13.8kV, 2000A-17kA circuit breakers
 - 2. fifteen (15) 13.8kV hook-stick disconnect switches
 - 3. five (5) 13.8 kV 45MVAR reactors
 - 4. one (1) ground bank detector (3-5MVA, 14400-120/240v transformers)
 - 5. one (1) 14400-120V voltmeter potential transformer
 - 6. one (1) voltmeter
 - 7. three (3) 40E standard size 4 S&C type fuses
 - vi. approximately 700 circuit ft. of 2B-1590 kcmil ACSR conductors for the 500kV and 220kV transformer leads
- c. 220kV Switchyard Operating Buses – Install the following equipment required for a new 220kV switchyard:
 - i. six (6) 60 ft. high x 90 ft. wide bus dead-end structures
 - ii. twenty-four (24) bus dead-end insulator assemblies
 - iii. six (6) 220kV potential devices
 - iv. approximately 920 circuit ft. of 2B-1590 kcmil ACSR bus conductors
- d. 220kV Switchyard-Position 5 – Install the following equipment for a double breaker bank position on a breaker-and-a-half configuration to connect the No.1AA 500/220kV transformer bank:
 - i. one (1) 80 ft. high by 50 ft. wide dead-end structure
 - ii. two (2) 220kV 3000A-50kA circuit breakers
 - iii. four (4) 220kV 3000A-80kA horizontal-mounted group-operated disconnect switches
 - iv. one (1) grounding switch attachment
 - v. eighteen 220kV bus supports with associated steel pedestals
 - vi. 2B-1590 kcmil ACSR conductors
- e. Control Room – Install the following protection relays for the 500/220kV transformer banks:
 - i. four (4) GE C60 breaker management relays
 - ii. one (1) GE T60 bank differential relay
 - iii. one (1) SEL-387 bank differential relay
 - iv. four (4) GE C30 sudden pressure aux relay
 - v. five (5) GE F60 reactor bank relays (one per reactor)

- vi. two (2) SEL-351 ground detector bank relay
- vii. twelve (12) GE SBD11B 220kV bus differential relays
- 4. Upgrade the Mira Loma-Vista No.2 220kV Transmission Line drops at Vista Substation
 - a. Vista Substation – replace the 2B-1033 kcmil ACSR conductors (N-2 rating of 3,150A) on the Mira Loma No. 2 220kV line position at Vista Substation with new 2B-1590 kcmil ACSR conductors (N-2 rating of 4,100A)
- 5. New SPS to trip up to 1,400 MW of generation under the Devers-Red Bluff No. 1 and No. 2 double contingency
 - a. Devers Substation
 - i. install two (2) N60 relays (one each for SPS A and SPS B) for line monitoring
 - ii. install one (1) SEL-2407 satellite synchronized clock
 - iii. Telecommunications- install two (2) channel banks (one each for SPS A and SPS B) to support the SPS
 - iv. Power Systems Control- expand the RTU at Devers to install additional points required to support the SPS
 - b. Red Bluff Substation
 - i. install two (2) N60 relays (one each for SPS A and SPS B) for line monitoring
 - ii. install one (1) SEL-2407 satellite synchronized clock
 - iii. Power Systems Control- expand the RTU at Red Bluff to install additional points required to support the SPS
 - c. Colorado River Substation
 - i. install four (4) N60 relays (two each for SPS A and SPS B) for logic central processing and sending of tripping signals to generators
 - ii. install one (1) SEL-2407 satellite synchronized clock
 - iii. install dual RTUs for SPS arming, control, status and alarm indications at Colorado River Substation
- 6. New SPS to trip up to 500 MW of generation connected to Colorado River Substation under either No. 1 AA or No. 2 AA transformer bank single contingency
 - a. Colorado River Substation
 - i. install four (4) N60 relays (two each for SPS A and SPS B) for banks monitoring
 - b. Red Bluff Substation
 - i. Power Systems Control- expand the RTU at Red Bluff to install additional points required to support the SPS
 - c. Devers Substation
 - i. Power Systems Control- expand the RTU at Devers to install additional points required to support the SPS

The timing for installation and completion of the Participating TO's Reliability Network Upgrades described above in Sections 2(b)(i)4, 2(b)(i)5, and 2(b)(i)6

is contingent upon the future development of generation projects in the Colorado River corridor (projects having a position in the CAISO interconnection queue). Such upgrades are not required to accommodate the Trial Operation or Commercial Operation of the Genesis Station.

(ii) **Participating TO's Delivery Network Upgrades:** The Participating TO shall:

1. West of Devers Upgrades

- a. Upgrade the following 220kV transmission lines by rebuilding the following transmission lines with new 2B-1590 kcmil ACSR conductors per phase supported on two sets of double-circuit tower structures and replacing all substations' terminal equipment with 3,000A rated elements:
 - i. Devers – San Bernardino No.1 220kV Transmission Line – 43 circuit miles
 - ii. Devers – San Bernardino No.2 220kV Transmission Line – 43 circuit miles
 - iii. Devers – Vista No.1 220kV Transmission Line – 45 circuit miles
 - iv. Devers – Vista No.2 220kV Transmission Line – 45 circuit miles
 - v. Devers Substation: Upgrade four 220kV line positions
 - vi. San Bernardino G.S.: Upgrade two 220kV line positions
 - vii. Vista Substation: Upgrade two 220kV line positions

Prior to this upgrade the Devers-San Bernardino No. 2 220kV Transmission Line will be looped into the new El Casco Substation forming the two new Devers-El Casco and El Casco-San Bernardino 220kV Transmission Lines. After such line re-configuration, the Devers – San Bernardino No.1 220kV Transmission Line will be re-named Devers – San Bernardino 220kV Transmission Line. The Devers and San Bernardino 220kV line positions at the new El Casco Substation will be rated 3,000A and would not require any upgrades.

2. Colorado River Substation Expansion – No. 2AA Bank – Increase the 500/220kV station capacity from 1120MVA to 2240MVA by installing an additional No. 2AA 1120MVA 500/220kV transformer bank with corresponding 500kV and 220kV bank positions as follows:

- a. 500kV Switchyard, Position 5 – Install the following equipment on the double breaker line position to expand to a breaker-and-a-half line/bank position as required to connect the No. 2AA transformer bank
 - i. one (1) 108 ft. high x 90 ft. wide dead-end structure
 - ii. one (1) 500kV 4000A-50kA circuit breaker
 - iii. two (2) 500kV 4000A-80kA horizontal-mounted group-operated disconnect switches
 - iv. one (1) grounding switch attachment

- v. remove twelve (12) 500kV bus supports and corresponding steel pedestals and foundations
- b. 500 kV Switchyard-500kV/220kV Transformer Bank – Install one 1120MVA 500/220kV transformer bank as follows:
 - i. three (3) 373MVA, 500/220kV single-phase transformers
 - ii. three (3) 500kV surge arresters
 - iii. three (2) 220kV surge arresters
 - iv. one (1) 13.8kV tertiary bus equipped as follows:
 - 1. five (5) 13.8kV,2000A-17kA circuit breakers
 - 2. fifteen (15) 13.8kV hook-stick disconnect switches
 - 3. five (5) 13.8 kV, 45MVAR reactors
 - 4. one (1) ground bank detector (3-5MVA, 14400-120/240v transformers)
 - 5. one (1) 14400-120V voltmeter potential transformer
 - 6. one (1) voltmeter
 - 7. three (3) 40E standard size 4 S&C type fuses
 - v. approximately 700 circuit ft. of 2B-1590 kcmil ACSR conductors for the 500kV and 220kV transformer leads
- c. 220kV Switchyard, Position 7 – Install the following equipment for a double breaker bank position on a breaker-and-a-half configuration to connect the No. 2AA 500/220kV transformer bank:
 - i. one (1) 80 ft. high by 50 ft. wide dead-end structure
 - ii. two (2) 220kV, 3000A-50kA circuit breakers
 - iii. four (4) 220kV, 3000A-80kA horizontal-mounted group-operated disconnect switches
 - iv. one (1) grounding switch attachment
 - v. eighteen 220kV bus supports with associated steel pedestals
 - vi. 2B-1590 kcmil ACSR conductors
- d. Control Room – Install the following protection relays for the 500/220kV transformer banks:
 - i. four (4) GE C60 breaker management relays
 - ii. one (1) GE T60 bank differential relay
 - iii. one (1) SEL-387 bank differential relay
 - iv. three (3) GE C30 sudden pressure aux relay
 - v. five (5) GE F60 reactor bank relays (one per reactor)
 - vi. two (2) SEL-351 ground detector bank relay
 - vii. twelve (12) GE SBD11B 220kV bus differential relays

The Interim WOD Project will substitute for the West of Devers Upgrades described in Section 2(b)(ii)1 until the West of Devers Upgrades are completed and placed in service.

The timing for installation and completion of the Participating TO's Delivery Network Upgrades described above in Sections 2(b)(ii)2 is contingent upon the future development of generation projects in the Colorado River corridor (projects having a position in the CAISO interconnection queue). Such

upgrades are not required to accommodate the Trial Operation or Commercial Operation of the Generating Facility and will not impact the Generating Facility's Full Capacity Deliverability Status.

3. Real Properties, Transmission Project Licensing, and Environmental Health and Safety:
 - a. Perform all required functions to obtain land easements or land acquisition, obtain licensing and permits, and perform required environmental activities for the installation of the Participating TO's Delivery Network Upgrades.

3. Distribution Upgrades: None

4. Licensing Assessment and Interim WOD Project: The Participating TO shall:

- (a) Licensing Assessment: Perform a Licensing Assessment including, but not limited to, preliminary preparation and review of the following elements:
 - (i) environmental studies, land rights studies, and topographic studies as necessary
 - (ii) geotechnical, hydrological, grading, and other site development items as necessary
 - (iii) structural plans including equipment foundations, structural steel supports, and control room layouts as necessary
 - (iv) electrical plans including disconnect switches, busses, relay racks and power circuits as necessary
 - (v) line reactor plans including engineering design, placement and configuration as necessary
 - (vi) transmission plans including relocation of structures and rerouting of 220kV lines as necessary
 - (vii) telecommunications plans including rerouting optical fiber around line reactors, mechanical electrical equipment room connections, switches and hubs as necessary
 - (viii) SPS plans including protection, relays, telecommunications, and associated equipment as necessary
 - (ix) subtransmission plans including rerouting of existing 115kV lines and impacts to other projects as necessary
 - (x) Seek CPUC concurrence with Participating TO's assessment of the permitting and licensing requirements
- (b) Interim WOD Project:
 - (i) Substation:
 1. Install series reactor banks on each of the following 220kV lines outside of Devers Substation:
 - a. Devers – San Bernardino 220kV Transmission Line; install three (3) 20ohm 1300A line reactors

- b. Devers – El Casco 220kV Transmission Line; install three (3) 15ohm 1300A line reactors
 - c. Devers – Vista No.1 220kV Transmission Line; install three (3) 15ohm 1300A line reactors
 - d. Devers – Vista No.2 220kV Transmission Line; install three (3) 5ohm 1300A line reactors
2. Equip each of the four (4) series reactor banks as follows:
 - a. Two (2) approximately 65 ft. high line dead-end structures and foundations
 - b. One (1) 220kV, 3000A, 50kA SF6 gas circuit breaker and foundation
 - c. Two (2) 220kV, 3000A disconnect switches with structures and foundations
 - d. One (1) 1590kcmil ACSR conductor per phase
 - e. Appropriate fencing around each reactor bank
 3. Install twelve (12) approximately 40 ft. high bus structures and foundations
 4. Install eighty-four (84) 220kV bus support insulators and associated foundations
 5. Clear, grade and cover with 4 in. layer of crushed rock an approximate 6 acre area; install necessary drainage
 6. Install 8 ft. high chain link fence with barbed wire, 1 in. mesh grid and Whipple Wire around the perimeter of the approximately 815 ft. by 255 ft. substation property; install two (2) 20ft. wide gates for access to the substation from the east and west; install paved road sections within the substation
 7. Install station light and power system from 12kV line out of Devers Substation; install light fixtures as required for general substation lighting
 8. Install ground grid in accordance with Participating TO's grounding study recommendations; ground grid to extend 3 ft. beyond the substation perimeter fence.
 9. Install an approximately 20 ft. by 15 ft. prefabricated mechanical equipment room (MEER) with required equipment
 10. Install cables, trenches, and conduits as follows:
 - a. One (1) set of two (2) 5 in. conduits, and two (2) separate runs of 4-350kcmil bare copper ground grid conductor between Devers Substation and the reactor location. This work requires modification to the existing bridge
 - b. Two (2) 100 ft. sections of control cable trench system using prefabricated concrete trench sections; install one (1) 4-4 in. duct bank from each trench to the MEER

11. Install three (3) sets of 220kV, 0.0125 manufactured rated TRV's and associated foundations and steel structures at Devers Substation
12. Install control switches , fiber optic controllers, and relay upgrades at Devers Substation
13. Install selector switches at Devers, El Casco, Vista and San Bernardino Substations, as necessary
14. Replace one (1) SEL 311C relay with one (1) SEL 311L relay at both Vista and Devers Substations for the Devers-Vista #2 220kV line
15. Relocate existing laydown yards to the north of the existing Devers Substation to make room for installation of the new reactors
16. Extend existing distribution circuit and provide new service for new lights that will be installed in the relocated laydown yards.
17. Install twenty-four (24) 180kV duty cycle lightning arresters and associated foundations and steel structures

(ii) Transmission:

1. Devers-Vista No.1 right-of-way:
 - a. Remove two (2) existing single circuit h-frame structures, one (1) existing single circuit LST structure, one (1) existing double circuit LST structure (shared with the Devers-San Bernardino 220kV Transmission Line), and remove associated conductors
 - b. Install one (1) new single circuit LST structure
 - c. Install three (3) new double circuit LST structures (shared with the Devers-San Bernardino 220kV transmission line and use the southern side of these structures for the Devers-Vista No.1 220kV transmission line
 - d. Install new 2-bundled 1033 ACSR conductors from the intercept structure to the line reactors dead-end structure, and new 2-bundled 1590 ACSR conductor from the line reactors dead-end structure to the Devers Substation 220kV dead-end structure
2. Devers-San Bernardino No.1 right-of-way:
 - a. Remove one (1) existing single circuit LST structure
 - b. Use the northern side of the double circuit LST structures, installed pursuant to (b)(ii)1.c. above, for the Devers-San Bernardino 220kV transmission line
 - c. Install one (1) new single circuit LST structure
 - d. Install new 2-bundled 1590 ACSR conductors from the intercept structure to the line reactors dead-end structure and to the Devers Substation 220kV dead-end structure
3. Devers-El Casco and Devers-Vista No.2 right-of-way:
 - a. Install one (1) new double circuit LST structure
 - b. Remove existing groundwire and skywrap
 - c. Remove existing conductors from the intercept structure to the Devers Substation dead-end structure
 - d. Install new 2-bundled 1033 ACSR conductors from the intercept structure to the line reactors dead-end structure, and new 2-bundled

1590 ACSR conductor from the line reactors dead-end structure to the Devers Substation 220kV dead-end structure

(iii) Subtransmission:

1. Relocate segments of the Devers-Garnet-Venwind and Devers-Banning-Windpark 115kV subtransmission lines to make room for the new line reactors; the relocation will require the following:
 - a. Remove eleven (11) existing lightweight steel poles/wood poles
 - b. Install seven (7) single circuit lightweight steel poles/wood poles
 - c. Install five (5) double circuit lightweight steel poles/wood poles
 - d. Install one (1) new three-pole wood or lightweight steel structure
 - e. Install two (2) new h-frame wood or lightweight steel structures
2. Install new access roads to the new 115kV poles

(iv):Telecommunications:

1. Route and install new overhead and underground fiber optic cable segments in support of the 220kV line reactors on existing and new 115kV subtransmission structures
2. Remove existing skywrap from the 220kV structure (M1-T1) on the Devers-Vista No.1 220kV transmission line to the patch panel in the 220/115kV MEER at Devers Substation
3. Relocate existing telecommunications cable on existing 115kV poles that will be removed
4. Install fiber optic equipment and circuits at Devers and Vista Substations

(v) Environmental Health & Safety:

1. Provide one full time monitor for all construction activity and burrowing owl mitigation/passive relocation

(vi) Special Protection System (generation curtailment):

1. Install four (4) N60 relays at Devers Substation (two each for SPS A and SPS B) for AA bank monitoring and tripping as designed under Participating TO's proposed Devers RAS
2. Install two (2) N-60 relays at Devers Substation (one each for SPS A and SPS B) for communications as designed in the Participating TO's proposed Modified West of Devers RAS

The Interim WOD Project will initially be placed in service utilizing the Modified West of Devers RAS. Participating TO will use Reasonable Efforts to seek WECC approval, install, test, and in-service the Modified West of Devers RAS by November 1, 2013. In the unlikely event the Modified West of Devers RAS is temporarily delayed beyond November 1, 2013, the Interim WOD Project can be placed in service utilizing the SPS currently in place until the Modified West of Devers RAS is installed, tested, and placed in service. The Modified West of Devers RAS will be replaced by the Devers RAS following WECC approval, installation, testing, and in-servicing of the Devers RAS

(vii) Removal of the Interim WOD Project & Restoration:

1. Remove all line reactors and associated equipment
2. Remove one (1) double circuit tower and one (1) single circuit tower

3. Install new spans of conductor

The Participating TO shall design, procure, construct, install, and own all equipment and facilities that comprise the Interim West of Devers Project described herein.

5. Point of Change of Ownership:

(a) Prior to construction of the Genesis McCoy 220kV Switchyard:

- (i) Colorado River-Genesis 220 kV Transmission Line: The Point of Change of Ownership shall be the point where the conductors of the Colorado River-Genesis 220kV Transmission Line are attached to the first structure located directly outside the Colorado River Substation property line. This will be the side of the structure facing the substation. The Interconnection Customer shall own and maintain said structure, including the jumper loop. The Participating TO shall own and maintain the insulators that are used to attach the Participating TO-owned conductors to the Interconnection Customer-owned structure, and all structures and conductors from that point into the Colorado River Substation.
- (ii) Telecommunication OPGW: The Point of Change of Ownership shall be the point where the OPGW of the Colorado River-Genesis 220 kV Transmission Line is attached to the first structure located directly outside the Colorado River Substation property line.
- (iii) Telecommunication ADSS: The Point of Change of Ownership shall be the point where the ADSS from the Genesis Station is attached to the first structure located directly outside the Colorado River Substation property line. The Interconnection Customer shall own and maintain said structure. The Participating TO shall own and maintain all structures and cable from that point into the Colorado River Substation.

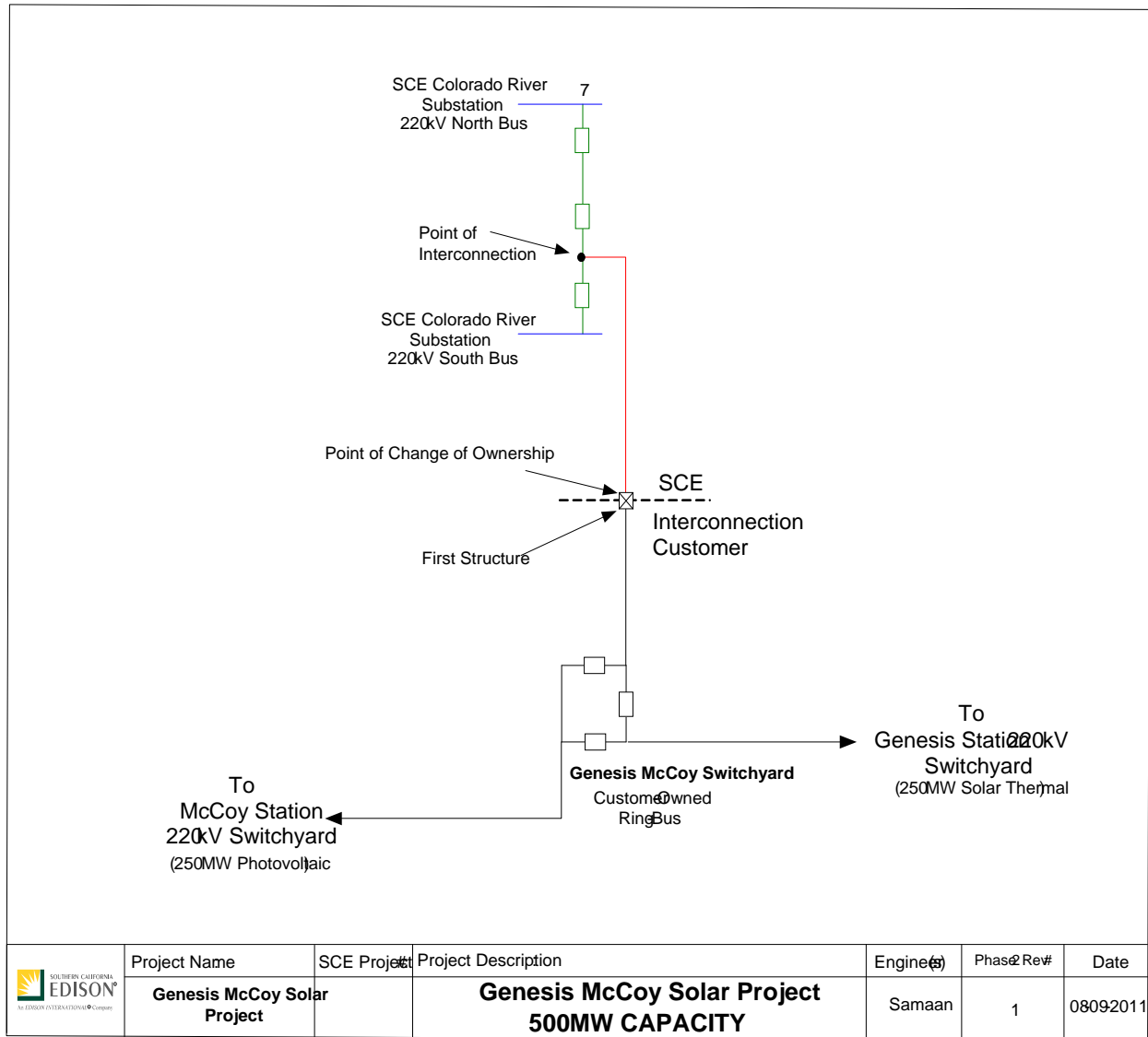
(b) Following construction of the Genesis McCoy 220kV Switchyard:

- (i) Colorado River-Genesis McCoy 220 kV Transmission Line: The Point of Change of Ownership shall be the point where the conductors of the Colorado River-Genesis McCoy 220kV Transmission Line are attached to the first structure located directly outside the Colorado River Substation property line. This will be the side of the structure facing the substation. The Interconnection Customer shall own and maintain said structure, including the jumper loop. The Participating TO shall own and maintain the insulators that are used to attach the Participating TO-owned conductors to the Interconnection Customer-owned structure, and all structures and conductors from that point into the Colorado River Substation.
- (ii) Telecommunication OPGW: The Point of Change of Ownership shall be the point where the OPGW of the Colorado River-Genesis McCoy 220 kV Transmission Line is attached to the first structure located directly outside the Colorado River Substation property line.
- (iii) Telecommunication ADSS: The Point of Change of Ownership shall be the point where the ADSS from the Genesis Station and the ADSS from the McCoy Station are attached to the first structure located directly outside the

Colorado River Substation property line. The Interconnection Customer shall own and maintain said structure. The Participating TO shall own and maintain all structures and cable from that point into the Colorado River Substation.

6. **Point of Interconnection:** The Participating TO's bus bar at the Colorado River Substation, which is the 220kV bus.

7. One-Line Diagram of Interconnection to Colorado River Substation:



8. Additional Definitions: For the purposes of these Appendices, the following terms, when used with initial capitalization, whether in the singular or the plural, shall have the meanings specified below:

(a) Accounting Practice: Generally Accepted Accounting Principles in the United States consistently applied to electric utility operations.

(b) Annual Tax Security Reassessment: In accordance with the directives of FERC Orders 2003-A and 2003-B associated with Article 5.17.4 of the LGIA, the annual

reassessment of the current tax liability, which will commence the first year after Interconnection Customer's in-service date.

- (c) Capital Additions: Any modifications to the Participating TO's Interconnection Facilities in accordance with Article 5.19 of the LGIA or to the Interim WOD Project. Such modifications may be any Units of Property which are added to the Participating TO's Interconnection Facilities or Interim WOD Project; the enlargement, modification or betterment of any Units of Property constituting a part of the Participating TO's Interconnection Facilities or Interim WOD Project; or the replacement of any Units of Property constituting a part of the Participating TO's Interconnection Facilities or Interim WOD Project, irrespective of whether such replacement constitutes an enlargement, modification or betterment of that which it replaces; the costs of which additions, enlargements, modifications, betterments or replacements in accordance with Accounting Practice would be capitalized and have not previously been included in the Interconnection Facilities Cost or the Interim WOD Project Cost. If Capital Additions are required in order to benefit the Participating TO, or because of damage caused by negligence or willful misconduct of the Participating TO, then the Interconnection Customer will not bear cost responsibility for such Capital Additions, and no adjustment will be made to the Interconnection Facilities Cost or Interim WOD Project Cost, and no Capital Additions Cost or One-Time Cost will be charged to the Interconnection Customer for such Capital Additions.
- (d) Colorado River Substation: Participating TO's proposed 500/220kV substation near Blythe, California to which the Devers-Palo Verde 500kV Transmission Line will be looped-in and which will be the eastern terminus of Participating TO's proposed Colorado River-Red Bluff No. 2 500kV line.
- (e) Construction Activities: Actions by the Participating TO that result in irrevocable financial commitments for the purchase of major electrical equipment or land for Participating TO's Interconnection Facilities or Network Upgrades assigned to the Interconnection Customer that occur after receipt of all appropriate governmental approvals needed for the Participating TO's Interconnection Facilities or Network Upgrades.
- (f) CPUC: The California Public Utilities Commission, or its regulatory successor.
- (g) Credit Support: Parent guarantee, letter of credit, surety bond, or other security meeting the requirements of Article 11.5 of the LGIA.
- (h) Customer-Financed Monthly Rate: The rate most recently adopted by the CPUC for application to the Participating TO's retail electric customers for added facilities, which does not compensate the Participating TO for replacement of added facilities. The currently effective Customer-Financed Monthly Rate is as provided in Section 17 of this Appendix A.

- (i) Delivery Network Upgrades Cost: The Interconnection Customer's share of all costs, excluding One-Time Cost, determined by the Participating TO associated with the design, engineering, procurement, construction and installation of the Participating TO's Delivery Network Upgrades. The Delivery Network Upgrades Cost is provided in Section 16 of this Appendix A.
- (j) Delivery Network Upgrades Payment: The sum of the Delivery Network Upgrades Cost and associated One-Time Cost. The Delivery Network Upgrades Payment is provided in Section 18 of this Appendix A.
- (k) Devers RAS: A new SPS that integrates additional generation tripping prior to opening of the AA Banks at Devers Substation. The Devers RAS is expected to be placed in service by June 1, 2014 and will replace the Modified West of Devers RAS.
- (l) Distribution Upgrades Cost: All costs, excluding ITCC and One-Time Cost, determined by the Participating TO associated with the design, engineering, procurement, construction and installation of the Distribution Upgrades. The Distribution Upgrades Cost is provided in Section 16 of this Appendix A.
- (m) Distribution Upgrades Payment: The sum of the Distribution Upgrades Cost and the associated One-Time Cost. The Distribution Upgrades Payment is provided in Section 18 of this Appendix A.
- (n) Genesis McCoy 220kV Switchyard: Interconnection Customer's 220kV switchyard to be located near Blythe, California in close proximity to the Colorado River Substation. The Genesis McCoy 220kV Switchyard will be configured in a ring bus and will connect the Genesis Station and the McCoy Station to the Colorado River Substation.
- (o) Genesis Station: Interconnection Customer's 250 MW solar thermal generating facility located near Desert Center, California. The Genesis Station is proposed to be the first of two sequences that comprise the Genesis McCoy Solar Project, a Phased Generating Facility.
- (p) Interconnection Facilities Charge: The monthly charge to the Interconnection Customer to recover the revenue requirements for the Participating TO's Interconnection Facilities, calculated as the product of the Customer-Financed Monthly Rate and the Interconnection Facilities Cost. The Interconnection Facilities Charge is provided in Section 17 of this Appendix A.
- (q) Interconnection Facilities Completion Date: The date upon which the construction of the Participating TO's Interconnection Facilities for the applicable First Sequence or Second Sequence is complete and such facilities are successfully tested and ready for service.

- (r) Interconnection Facilities Cost: All costs, excluding One-Time Cost, determined by the Participating TO associated with the design, engineering, procurement, construction and installation of the Participating TO's Interconnection Facilities. The Interconnection Facilities Cost is provided in Section 16 of this Appendix A.
- (s) Interconnection Facilities Payment: The sum of the Interconnection Facilities Cost and associated One-Time Cost. The Interconnection Facilities Payment is provided in Section 18 of this Appendix A.
- (t) ITCC: The ITCC is equal to the estimated tax liability described in Article 5.17.4 of the LGIA, and is the Income Tax Component of Contribution described in the Preliminary Statement, Part M of the Participating TO's tariff on file with the CPUC, applicable to the Distribution Upgrades Cost, Interconnection Facilities Cost, and Interim WOD Project Cost. The ITCC applicable to the Distribution Upgrades Cost, Interconnection Facilities Cost, and Interim WOD Project Cost is described in Section 11 of this Appendix A and is shown in Section 16 and Section 18 of this Appendix A.
- (u) Interim WOD Project: The temporary transmission upgrade constructed, owned, operated and maintained by the Participating TO as an interim solution which enables the Genesis McCoy Solar Project, and other generating facilities described in Section 8 of Appendix C, to attain Full Capacity Deliverability Status for an interim period, until such time as the Participating TO's Delivery Network Upgrades are constructed and placed in service. The Interim WOD Project is primarily comprised of the installation of series reactor banks on the four existing 220kV transmission lines out of Devers Substation and an SPS to trip the Generating Facility output under certain contingencies as further described in Appendix A, Section 4(b),
- (v) Interim WOD Project Charge: The monthly charge to the Interconnection Customer to recover the revenue requirements for the Interim WOD Project, calculated as the product of the Customer-Financed Monthly Rate and the Interim WOD Project Cost. The Interim WOD Project Charge is provided in Section 17(b) of this Appendix A.
- (w) Interim WOD Project Completion Date: The date upon which the construction of the Interim WOD Project is complete and such facilities are successfully tested and placed in service.
- (x) Interim WOD Project Cost: All costs, excluding One-Time Cost, determined by the Participating TO associated with the design, engineering, procurement, construction and installation of the Interim WOD Project. The Interim WOD Project Cost is provided in Section 16 of this Appendix A.
- (y) Interim WOD Project Letter Agreement: The agreement between Participating TO and Interconnection Customer executed on January 4, 2012, pursuant to

which the Participating TO commenced expedited engineering, design, procurement, and construction activities related to the Interim WOD Project, designated as Service Agreement No. 117 under Participating TO's FERC Electric Tariff, Volume No. 6.

- (z) Interim WOD Project Payment: The sum of the Interim WOD Project Cost and associated One-Time Cost. The Interim WOD Project Payment is provided in Section 18 of this Appendix A.
- (aa) Letter Agreements: The agreements between Participating TO and Interconnection Customer executed on i) April 28, 2010 under which Participating TO performed the Colorado River Substation expansion siting study, designated as Service Agreement No. 82 under Participating TO's FERC Electric Tariff, Volume 6; and ii) September 8, 2010 under which Participating TO performed expedited engineering, design, and procurement activities related to the Participating TO's Interconnection Facilities and Participating TO's Reliability Network Upgrades, designated as Service Agreement No. 88 under Participating TO's FERC Electric Tariff, Volume No. 6.
- (bb) Licensing Assessment: A preliminary analysis performed by the Participating TO at the request of the Interconnection Customer to determine the permitting and CPUC licensing requirements, if any, for a proposed interim upgrade west of Participating TO's Devers Substation that would provide the Genesis McCoy Solar Project a certain amount of Full Capacity Deliverability Status until such time as the Participating TO's Deliverability Network Upgrades can be constructed and placed in service.
- (cc) Licensing Assessment Cost: All costs determined by the Participating TO to be associated with the work performed to complete the Licensing Assessment. The Licensing Assessment Cost is provided in Section 16 of this Appendix A. The Licensing Assessment Cost is not capitalized and is not subject to ITCC.
- (dd) Licensing Assessment Payment: Interconnection Customer's payment for the Licensing Assessment Cost. The Licensing Assessment Payment is provided in Section 18 of this Appendix A.
- (ee) McCoy Station: Interconnection Customer's 250 MW photovoltaic generating facility located near Blythe, California. The McCoy Station is proposed to be the second of two sequences that comprise the Genesis McCoy Solar Project, a Phased Generating Facility.
- (ff) Modified West of Devers RAS: The SPS currently in service under which the generating facility having CAISO Queue Position No. 3 is tripped, followed by opening of the AA Banks at Devers Substation, to mitigate overloads on the four existing 220kV lines out of Devers Substation, as such SPS is modified to integrate tripping of the Genesis Station. The Modified West of Devers RAS is

expected to be approved, installed, tested, and placed in service by November 1, 2013 and is expected to be replaced by the Devers RAS in June 2014.

- (gg) One-Time Cost: All costs determined by the Participating TO associated with the installation of the Participating TO's Delivery Network Upgrades, Distribution Upgrades, Participating TO's Interconnection Facilities, Participating TO's Reliability Network Upgrades, Interim WOD Project, or Capital Additions which are not capitalized.
- (hh) Reliability Network Upgrades Cost: The Interconnection Customer's share of all costs, excluding One-Time Cost, determined by the Participating TO associated with the design, engineering, procurement, construction and installation of the Participating TO's Reliability Network Upgrades. The Reliability Network Upgrades Cost is provided in Section 16 of this Appendix A.
- (ii) Reliability Network Upgrades Payment: The sum of the Reliability Network Upgrades Cost and associated One-Time Cost. The Reliability Network Upgrades Payment is provided in Section 18 of this Appendix A.
- (jj) Removal Cost: The actual cost the Participating TO incurs for the removal of the Participating TO's Interconnection Facilities and the Interim WOD Project including any restoration costs associated with the removal of the Interim WOD Project, or any portion thereof which is calculated as the amount, if positive, of the costs of removal minus the salvage value of the Participating TO's Interconnection Facilities and Interim WOD Project.
- (kk) Special Protection System ("SPS"): A system that reduces or trips generation under contingency outages to maintain system stability or to limit overloads on system facilities.
- (ll) Tax Security: Interconnection Customer's provision of Security with respect to Interconnection Customer's tax indemnification obligations, provided in accordance with Article 5.17.3.
- (mm) Units of Property: As described in FERC's "List of Units of Property for Use in Connection with Uniform System of Accounts Prescribed for Public Utilities and Licensees" in effect as of the date of this LGIA, and as such list may be amended from time to time.

9. Transmission Credits:

- (a) No Congestion Revenue Rights or repayment will be made pursuant to Articles 11.4 and 11.4.1 of the LGIA for the Network Upgrades that are up-front financed by the Participating TO, unless financing for such Network Upgrades is later provided by the Interconnection Customer under Section 14(d) of this Appendix A.

- (b) Interconnection Customer understands and acknowledges that the Interim WOD Project is intended to be installed as a temporary solution which enables the Genesis McCoy Solar Project, and other generating facilities described in Section 8 of Appendix C, to attain Full Capacity Deliverability Status for an interim period until the Participating TO's Delivery Network Upgrades are constructed and placed in service. Interconnection Customer also understands and acknowledges that the Participating TO intends to physically remove the Interim WOD Project from its transmission system following the date on which the Participating TO's Delivery Network Upgrades are constructed and placed in service. Accordingly, the Parties agree that, subject to Section 9(c) below, the Interim WOD Project shall not be considered a Network Upgrade and the Interim WOD Project Payments received from Interconnection Customer shall not be subject to refund in accordance with Article 11.4.1 of the LGIA.
- (c) If, following the date on which the Participating TO's Delivery Network Upgrades are constructed and placed in service, the Participating TO, in consultation with the CAISO, determines, in their sole discretion, that any elements of the Interim WOD Project are to remain in service and become part of the CAISO Controlled Grid, then the Parties agree to further amend this LGIA to identify and reclassify any such elements as Network Upgrades and payments received for such elements will be subject to refund as follows.
- (i) In the event such re-classification occurs within fifteen (15) years of the Interim WOD Project Letter Agreement execution date, then Participating TO will refund to the Interconnection Customer its share of the estimated net book value of those facilities which are re-classified as Network Upgrades. The refund shall exclude interest between the time the Participating TO received payment for the re-classified facilities and the time FERC accepts or approves the amended LGIA re-classifying such facilities. Any such refund shall be paid to the Interconnection Customer by the Participating TO either through 1) direct payments made on a levelized basis over the five-year period commencing on the date FERC accepts or approves the amended LGIA re-classifying such facilities; or 2) any alternative payment schedule that is mutually agreeable to the Interconnection Customer and Participating TO, provided that such amount is paid within five (5) years from the date FERC accepts or approves the amended LGIA re-classifying such facilities. Notwithstanding the foregoing, if this LGIA terminates within five (5) years from the Commercial Operation Date, the Participating TO's obligation to pay refunds to the Interconnection Customer shall cease as of the date of termination.

10. Security Amount for the Distribution Upgrades, Participating TO's Interconnection Facilities, Network Upgrades, and Interim WOD Project:

- (a) **Distribution Upgrades:** Pursuant to Article 11.5 and Appendix B of the LGIA, the Interconnection Customer shall provide Credit Support in the amount of \$0 to cover the costs for constructing, procuring and installing the Participating TO's

Distribution Upgrades. The disposition of any released Credit Support shall be directed by the Interconnection Customer.

- (b) **Participating TO's Interconnection Facilities:** Pursuant to Section 9 of the GIP, Article 11.5 and Appendix B of the LGIA, the Interconnection Customer shall provide a total Credit Support in the amount of \$977,700 for the second posting and \$3,394,000 for the third posting to cover the costs for constructing, procuring and installing the Participating TO's Interconnection Facilities. The disposition of any released Credit Support shall be directed by the Interconnection Customer.
- (c) **Network Upgrades:** The Participating TO has received Abandoned Plant Approval, pursuant to the FERC order issued in *Southern California Edison Co.*, 134 FERC ¶ 61,181 (2011), and has committed to finance all Network Upgrades for the Cluster subject to Appendix A, Section 14(d), Table 1 of this LGIA. As the Participating TO has received Abandoned Plant Approval, the Interconnection Financial Security second and third postings are waived pursuant to the FERC Order Granting Waiver of Tariff Provisions in Docket No. ER10-1656-000, issued August 13, 2010 for such time as the Participating TO is responsible for financing the costs of such Network Upgrades under this LGIA. To the extent the Interconnection Customer has provided Credit Support related to the Network Upgrades prior to a determination of Abandoned Plant Approval, such Credit Support shall be released within thirty (30) Calendar Days following the Effective Date.
- (d) Participating TO's ability to draw on the Credit Support for the Distribution Upgrades, Participating TO's Interconnection Facilities, and Network Upgrades shall be governed by GIP Section 9.4 and Article 2.4 of this LGIA.
- (e) **Interim WOD Project:** The Interconnection Customer has paid the Participating TO \$41,336,000, in accordance with the Interim WOD Project Letter Agreement payment schedule. Therefore, the letter of credit for construction security provided by the Interconnection Customer pursuant to the Interim WOD Project Letter Agreement will be reduced accordingly on a dollar-for-dollar basis.

Interconnection Customer shall provide Credit Support for the Interim WOD Project Removal Cost in the amount of \$1,926,000. Such Credit Support shall remain in effect until such time as the Participating TO has removed the Interim WOD Project and the Participating TO has received payment for the final invoice from Interconnection Customer for such removal in accordance with Section 15(h) of this Appendix A. Interconnection Customer's cash payment to the Participating TO pursuant to the Interim WOD Project Letter Agreement for the Interim WOD Project Removal Cost (Payment No. 7 on June 28, 2013 in the amount of \$1,926,000) shall be applied towards the Credit Support due under this Section 10(e).

Participating TO shall have the right to draw on the Credit Support associated with the Interim WOD Project for any amounts due to Participating TO for the Interim WOD Project in the event that (a) Interconnection Customer's payments for the Interim WOD Project are less than the amount of Participating TO's expenses incurred; or (b) Interconnection Customer's dissolution or termination

of existence; or (c) if any of the following actions or proceedings occur: Interconnection Customer's insolvency, becoming the subject of a petition in bankruptcy, either voluntary or involuntary, or in any other proceeding under federal bankruptcy laws; making an assignment for benefit of creditors, excluding any assignment for financing purposes; or being named in a suit for the appointment of a receiver.

11. Security Amount for Estimated Tax Liability:

(a) Pursuant to Article 5.17.4 of the LGIA, the Interconnection Customer's estimated tax liability for the Participating TO's Interconnection Facilities and Distribution Upgrades is as follows:

$(\text{Current Tax Rate} \times (\text{Gross Income Amount} - \text{Present Value of Tax Depreciation})) / (1 - \text{Current Tax Rate}) = 35\%$

Estimated tax liability for Distribution Upgrades = $35\% \times \text{Distribution Upgrades Cost}$
= $35\% \times (\$0) = \0

Estimated tax liability for Participating TO's Interconnection Facilities = $35\% \times$
Interconnection Facilities Cost = $35\% \times \$3,394,000 = \$1,187,900$

Interconnection Facilities Cost = \$3,394,000
Distribution Upgrades Cost = \$0

Based upon the total estimated tax liability, the Interconnection Customer shall provide the Participating TO cash or a letter of credit in the amount of \$1,187,900 pursuant to Article 5.17.3 and Appendix B of the LGIA for the Participating TO's Interconnection Facilities and Distribution Upgrades.

For the Participating TO's Interconnection Facilities and Distribution Upgrades, upon notification of the Annual Tax Security Reassessment, the Interconnection Customer shall modify its Tax Security accordingly. If the Annual Tax Security Reassessment results in a deficiency in the Tax Security amount, the Interconnection Customer will be required to increase its Tax Security amount within 30 days after receipt of the deficiency notification. If the Annual Tax Security Reassessment results in a reduction of the Tax Security amount, the Interconnection Customer may choose to reduce its Tax Security amount or maintain the Tax Security in the current amount for the following year.

The Annual Tax Security Reassessment will be calculated utilizing the following methodology:

1) Tax Assessment Event:
 $((\text{Current Tax Rate} \times (\text{Gross income} - \text{NPV Tax Depreciation})) + \text{Interest}) / (1 - \text{Current Tax Rate})$

2) Subsequent Taxable Event:
(Current Tax Rate x (Replacement Facility Cost – NPV Tax Depreciation))/(1-
Current Tax Rate)

(b) The Interconnection Customer's estimated tax liability for the Interim WOD Project is as follows:

An aggregate tax rate of 25.3035% was derived using a methodology negotiated by the Participating TO and the Interconnection Customer that takes into account the expected temporary need and relatively short life span of the Interim WOD Project.

Estimated tax liability for the Interim WOD Project = 25.3035% * (Interim WOD Project Cost + associated Removal Cost) = 25.3035% * \$41,336,000 = \$10,459,465

The Interconnection Customer shall provide the Participating TO cash or a letter of credit in the amount of \$10,459,465 for the Interim WOD Project estimated tax liability. Pursuant to the Interim WOD Project Letter Agreement, the Interconnection Customer has provided a letter of credit in the amount of \$10,459,465, which shall be amended to reflect the terms of this LGIA and shall apply towards the estimated tax liability for the Interim WOD Project under this LGIA. Participating TO shall have the right to draw on the letter of credit in the event of (a) payments or property transfers made by the Interconnection Customer to the Participating TO for the installation of the Interim WOD Project are determined to be taxable, either as contributions to capital, or as a refundable advance, in accordance with the Internal Revenue Code and any applicable state income tax laws, or taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws; or (b) Interconnection Customer's dissolution or termination of existence; or (c) if any of the following actions or proceedings occur: Interconnection Customer's insolvency, becoming the subject of a petition in bankruptcy, either voluntary or involuntary, or in any other proceeding under federal bankruptcy laws; making an assignment for benefit of creditors, excluding any assignment for financing purposes; or being named in a suit for the appointment of a receiver.

12. Treatment of Partial Termination Charge Security:

(a) **Amount:** The amount of the Partial Termination Charge Security shall equal \$3,491,575 for each 125 MW Electric Generating Unit that the Interconnection Customer elects to be eligible for Partial Termination. With respect to the Phased Generating Facility, Interconnection Customer shall be entitled (upon providing the Partial Termination Charge Security to the CAISO) to secure Partial Termination rights with respect to Electric Generating Units 2, 3 and/or 4, which, if the Interconnection Customer secures Partial Termination rights to all three (3) Electric Generating Units comprising 375 MW, would result in a maximum Partial Termination Charge Security of \$10,474,725. The Interconnection Customer

shall make its election and designation of the Electric Generating Unit(s) to be eligible for Partial Termination at the time of the Partial Termination Charge Security posting. The Parties acknowledge that Partial Termination shall not be available for Electric Generating Unit 1, and agree that Electric Generating Unit 1 shall not be the subject of a Partial Termination pursuant to this LGIA.

- (b) **Timing for Posting of Partial Termination Charge Security:** The entire amount of the Partial Termination Charge Security for all Electric Generating Units for which the Interconnection Customer elects to secure eligibility for Partial Termination shall be posted no later than thirty (30) Calendar Days following the Effective Date. In the event that the Interconnection Customer fails to timely post the Partial Termination Charge Security, then, as specified in Article 2.4.4, the provisions of this LGIA permitting Partial Termination shall not be operative and termination of this LGIA may only occur with respect to the entire Generating Facility.
- (c) **Reduction of Partial Termination Charge Security for Electric Generating Units that Achieve Commercial Operation Prior to Termination:** Within fifteen (15) Calendar Days following Commercial Operation of each 125 MW Electric Generating Unit for which Partial Termination has been secured but not exercised, the Partial Termination Charge Security shall be reduced by the amount of \$3,491,575. If the Interconnection Customer posts security in the form of a cash deposit, such cash funds shall be released and/or returned to the Interconnection Customer. If the Interconnection Customer posts another form of financial security of the type specified in CAISO GIP (CAISO Tariff Appendix Y) Section 9.1, the Parties shall cooperate and execute such necessary documents as to accomplish a replacement security in the lower amount or take other action necessary to accomplish the reduction in Partial Termination Charge Security.
- (d) **Liquidation of Partial Termination Charge Security for Failure to Achieve Commercial Operation:** If the Interconnection Customer has not achieved Commercial Operation of Electric Generating Units 2, 3 and/or 4 by the later of (i) eighty-four (84) months from the execution date of this LGIA or (ii) the in-service date of the Network Upgrades necessary to provide the entire Generating Facility with full deliverability (the "Outside Date"), the Participating TO shall have the right to (a) upon the mutual determination of the CAISO and the Participating TO that an event of Partial Termination has occurred and notice of the same is given as provided for in Article 2.4.4.2, request that the CAISO liquidate the Partial Termination Charge Security applicable to the Electric Generating Units that have not achieved Commercial Operation by the Outside Date, and (b) terminate this LGIA solely with respect to the Electric Generating Units that have not achieved Commercial Operation by the Outside Date, and apply the proceeds of the Partial Termination Charge as provided for in Article 2.4.4.5.
- (e) **Liquidation of Partial Termination Charge Security upon Partial Termination by the Interconnection Customer:** In the event that the Interconnection Customer exercises its Partial Termination rights pursuant to Article 2.4.4 of this LGIA, (a) the CAISO shall liquidate the Partial Termination Charge Security applicable to the Electric Generating Units that are subject to the Partial Termination and apply the proceeds of the Partial Termination Charge as

provided for in Article 2.4.4.5, and (b) this LGIA shall be terminated solely with respect to the Electric Generating Units for which Partial Termination has been exercised.

- (f) **Liquidation of the Partial Termination Charge Security upon Default for Failure to Meet a Milestone:** In the event the Interconnection Customer fails to cure a Breach of any one of the milestones specified in Table 1 under Section 14(d) below and the Participating TO declares a Default under Article 17 of this LGIA, the Participating TO shall have the right to (a) upon mutual determination of the CAISO and the Participating TO that an event of Partial Termination has occurred and notice of the same is given as provided for in Article 2.4.4.2, request that the CAISO liquidate the Partial Termination Charge Security applicable to the Electric Generating Units that have not achieved Commercial Operation, and (b) terminate this LGIA solely with respect to the Electric Generating Units that have not achieved Commercial Operation, and apply the proceeds of the Partial Termination Charge as provided for in Article 2.4.4.5.

13. Removal of the Participating TO's Interconnection Facilities and Interim WOD Project:

- (a) Following termination of the LGIA, the Participating TO will remove the Participating TO's Interconnection Facilities from service to the Interconnection Customer pursuant to Article 2.5 of the LGIA. On or before the date one year following termination of the LGIA, the Participating TO shall notify the Interconnection Customer whether the Participating TO intends to physically remove the Participating TO's Interconnection Facilities, or any part thereof. If the Participating TO intends to physically remove the Participating TO's Interconnection Facilities, or any part thereof, then the Participating TO shall physically remove such facilities within two years from the date of notification of intent, and the Interconnection Customer shall pay the Removal Cost. If the Participating TO does not intend to physically remove the Participating TO's Interconnection Facilities, or any part thereof, then the Interconnection Customer shall have no obligation to pay such Removal Cost.
- (b) Unless otherwise determined by the Participating TO and the CAISO in accordance with Section 9(c) of this Appendix A, the Participating TO will physically remove the Interim WOD Project and restore the transmission system following the date on which Participating TO's Delivery Network Upgrades are completed and placed in service. Prior to removing the Interim WOD Project, or any part thereof, the Participating TO shall notify the Interconnection Customer in regards to the facilities to be removed and develop, within 90 Calendar Days of such notification, a mutually acceptable disposition or recycling plan which may include transferring ownership of any removed facilities from the Participating TO to the Interconnection Customer. Interconnection Customer shall pay the Interim WOD Project Removal Cost, and any costs associated with the transfer of ownership of such facilities from the Participating TO to the Interconnection Customer ("Ownership Transfer Cost") if any such transfer occurs. No transfer of

ownership shall operate to convert or reclassify any portion of the Interim WOD Project to Network Upgrades.

14. Charges:

- (a) The Interconnection Customer shall pay to the Participating TO the following charges in accordance with the LGIA: (i) Distribution Upgrades Payment; (ii) Delivery Network Upgrades Payment, if applicable; (iii) Interconnection Facilities Payment; (iv) Reliability Network Upgrades Payment, if applicable; (v) Licensing Assessment Payment; (vi) Interim WOD Project Payment; (vii) payments for any Capital Additions; (viii) Interconnection Facilities Charge; (ix) Interim WOD Project Charge; (x) any reimbursable FERC fees pursuant to Section 15(i) of this Appendix A; (xi) Removal Cost pursuant to Article 2.4.3 of the LGIA and Sections 15(g) and 15(h) of this Appendix A; (xii) Ownership Transfer Costs pursuant to Section 13(b) of this Appendix A, if applicable; (xiii) termination charges pursuant to Article 2.4 of the LGIA, provided that 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; (xiv) disconnection costs pursuant to Article 2.5 of the LGIA; and (xv) suspension costs pursuant to Article 5.16 of the LGIA.
- (b) The Distribution Upgrades Cost, Delivery Network Upgrades Cost, Interconnection Facilities Cost, Reliability Network Upgrades Cost, associated One-Time Cost, Removal Cost, Licensing Assessment Cost, and Interim WOD Project Cost shall be compiled in accordance with Accounting Practice.
- (c) If, during the term of the LGIA, the Participating TO executes an agreement to provide service to another entity (other than for retail load) which contributes to a need for the Participating TO's Interconnection Facilities, the charges due hereunder may be adjusted to appropriately reflect such service based on the Participating TO's cost allocation principles in effect at such time, and shall be subject to FERC's approval.
- (d) The Participating TO commits to up-front finance the cost of the Network Upgrades including the associated One-Time Cost specifically identified in Section 2 of this Appendix A to the LGIA, contingent upon the continued achievement of the Milestones and Decisions Points, as described in Table 1 below, by the Interconnection Customer, as such Milestones and Decision Points may be adjusted pursuant to Option 2 of Table 2B below or a suspension pursuant to Article 5.16 of this LGIA.

Table 1: Participating TO and Interconnection Customer Milestones and Decision Points

The milestones in this Table 1 and in Appendix B, Section 2 reflect that the Interconnection Customer has designated Genesis Station as the First Sequence and McCoy Station as the Second Sequence. The Parties agree that the Interconnection Customer may re-designate McCoy Station as the First Sequence and Genesis Station as the Second Sequence subject to the Interconnection Customer providing written notice of such re-designation to the CAISO and the Participating TO by no later than February 1, 2012. Following such re-designation, the Partial Termination Charge Security would remain applicable to Electric Generating Unit 2 of the First Sequence and Electric Generating Units 3 & 4 of the Second Sequence.

Group 1 Milestones and Decision Point #1 for the First Sequence-Genesis Station	
Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none"> Participating TO commences final design and engineering of Participating TO's Interconnection Facilities for the First Sequence-Genesis Station and Participating TO's Reliability Network Upgrades. 	<ul style="list-style-type: none"> Interconnection Customer secures final Site Exclusivity as defined in the GIP for the Genesis Station. Interconnection Customer has provided Interconnection Financial Security in accordance with Section 9 of the GIP (CAISO Tariff Appendix Y) and applicable FERC orders.
<p>DECISION POINT #1: Following Participating TO's written notification of Participating TO's completion of all of its Group 1 milestones, the Interconnection Customer must demonstrate that it has completed all of its Group 1 milestones within ninety (90) Calendar Days of the Participating TO's notification. Parties exercise options as outlined in Table 2.</p>	

Group 2 Milestones and Decision Point #2 for the First Sequence-Genesis Station

Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none"> Participating TO secures all required permits, licenses, and property rights for the Participating TO's Interconnection Facilities for the First Sequence-Genesis Station and Participating TO's Reliability Network Upgrades. 	<ul style="list-style-type: none"> Interconnection Customer secures all permits, licenses, and Site Exclusivity required for the construction of the First Sequence-Genesis Station and Interconnection Customer's Interconnection Facilities for the Genesis Station.

DECISION POINT #2: Following Participating TO's written notification of Participating TO's completion of all of its Group 2 milestones, the Interconnection Customer must demonstrate that it has completed all of its Group 2 milestones within ninety (90) Calendar Days of the Participating TO's notification. Parties exercise options as outlined in Table 2.

Group 3 Milestones and Decision Point #3 for the First Sequence-Genesis Station

Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none"> Participating TO completes final design and engineering for the Participating TO's Interconnection Facilities for the First Sequence-Genesis Station and Participating TO's Reliability Network Upgrades. 	<ul style="list-style-type: none"> Interconnection Customer selects Engineering, Procurement and Construction ("EPC") contractor for the First Sequence-Genesis Station. If the Interconnection Customer elects to self-build the project, an engineering services firm will be engaged and contracts for procurement of long lead/major equipment for one Electric Generating Unit of the First Sequence-Genesis Station will be executed. Interconnection Customer secures 100% of financing, or its board approval if financing is carried on Interconnection Customer's balance sheet, to construct at least one Electric Generating Unit of the First Sequence-Genesis Station and the Interconnection Customer's Interconnection Facilities for the Genesis Station. <p>Note: If Interconnection Customer has elected Partial Termination of Electric Generating Unit 2 of the First Sequence-Genesis Station, then the Participating TO shall have the right, at its sole discretion, not to commence any Construction Activities for any Participating TO's Delivery Network Upgrades required solely for Electric Generating Unit 2 of the First Sequence-Genesis Station.</p>

DECISION POINT #3: Following Participating TO's written notification of Participating TO's completion of all of its Group 3 milestones, the Interconnection Customer must demonstrate that it has completed all of its Group 3 milestones within ninety (90) Calendar Days of

the Participating TO's notification. Parties exercise options as outlined in Table 2.

Group 4 Milestones and Decision Point #4 for the First Sequence Genesis Station

Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none">• Participating TO commences Construction Activities of the Participating TO's Reliability Network Upgrades	<ul style="list-style-type: none">• Interconnection Customer commences construction of at least one Electric Generating Unit of the First Sequence-Genesis Station and the Interconnection Customer's Interconnection Facilities for the Genesis Station.

DECISION POINT #4: Following Participating TO's written notification of Participating TO's completion of all of its Group 4 milestones, the Interconnection Customer must demonstrate that it has completed all of its Group 4 milestones within thirty (30) Calendar Days of the Participating TO's notification. Parties exercise options as outlined in Table 2.

Group 5 Milestones and Decision Point #5 for the First Sequence-Genesis Station

Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none">• Participating TO energizes the Participating TO's Reliability Network Upgrades, enabling Commercial Operation of the Phased Generating Facility (Participating TO shall inform the Interconnection Customer at least ninety (90) Calendar Days prior to such energization date whether the Participating TO's Reliability Network Upgrades will be completed as estimated by the Participating TO).	<ul style="list-style-type: none">• Interconnection Customer achieves Initial Synchronization Date for at least one Electric Generating Unit of the First Sequence-Genesis Station.• Interconnection Customer commences generating electricity for sale, excluding electricity generated during Trial Operation, of at least one Electric Generating Unit of the First Sequence-Genesis Station.

DECISION POINT #5: Following Participating TO's written notification of Participating TO's completion of all of its Group 5 milestones, the Interconnection Customer must demonstrate that it has completed all of its Group 5 milestones within one hundred fifty (150) Calendar Days of the Participating TO's notification. Parties exercise options as outlined in Table 2.

Group 1 Milestones and Decision Point #1 for the Second Sequence-McCoy Station

Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none"> Participating TO commences final design and engineering of the Participating TO's Interconnection Facilities for the Second Sequence-McCoy Station and Participating TO's Delivery Network Upgrades. 	<ul style="list-style-type: none"> Interconnection Customer secures final site exclusivity for the Second Sequence-McCoy Station by filing form SF299 with the Bureau of Land management (BLM). BLM shall deem the Interconnection Customer "first in line" to develop a solar energy generating facility on said public lands. The Interconnection Customer will also file a Plan of Development for the McCoy Station, approved by the BLM. Interconnection Customer has provided Interconnection Financial Security in accordance with Section 9 of the GIP (CAISO Tariff Appendix Y) and applicable FERC Orders.

DECISION POINT #1: Following Participating TO's written notification of Participating TO's completion of all of its Group 1 milestones, the Interconnection Customer must demonstrate that it has completed all of its Group 1 milestones within ninety (90) Calendar Days of the Participating TO's notification. Parties exercise options as outlined in Table 2.

Group 2 Milestones and Decision Point #2 for the Second Sequence-McCoy Station

Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none"> Participating TO secures all permits, licenses, and property rights for the Participating TO's Interconnection Facilities for the Second Sequence-McCoy Station and Participating TO's Delivery Network Upgrades. 	<ul style="list-style-type: none"> Interconnection Customer secures a Draft Environmental Impact Statement/Environmental Impact Report from the appropriate state and federal agencies granting the permits, licenses, and property rights required for the construction of the Second Sequence-McCoy Station and Interconnection Customer's Interconnection Facilities for the Second Sequence-McCoy Station.

DECISION POINT #2: Following Participating TO's written notification of Participating TO's completion of all of its Group 2 milestones, which notification by Participating TO shall be no earlier than June 1, 2014, the Interconnection Customer must demonstrate that it has completed all of its Group 2 milestones within ninety (90) Calendar Days of the Participating TO's notification. Parties exercise options as outlined in Table 2.

Group 3 Milestones and Decision Point #3 for the Second Sequence-McCoy Station

Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none"> Participating TO completes final design and engineering for the Participating TO's Interconnection Facilities for the Second Sequence-McCoy Station, and Participating TO's Delivery Network Upgrades. Participating TO notifies Interconnection Customer that Participating TO is prepared to commence Construction Activities within ninety (90) Calendar Days. 	<ul style="list-style-type: none"> Interconnection Customer secures and retains all permits, licenses, and Site Exclusivity required for the construction of the Second Sequence-McCoy Station and Interconnection Customer's Interconnection Facilities for the Second Sequence-McCoy Station. Interconnection Customer executes contracts for Engineering, Procurement and Construction ("EPC") contractor for the Second Sequence-McCoy Station. If the Interconnection Customer elects to self-build the project, an engineering services firm will be

	<p>engaged and contracts for procurement of long lead/major equipment for one Electric Generating Unit of the Second Sequence-McCoy Station will be executed.</p> <ul style="list-style-type: none"> • Interconnection Customer secures 100% of financing, or its board approval if financing is carried on Interconnection Customer's balance sheet, to construct at least one Electric Generating Unit of the Second Sequence-McCoy Station and the Interconnection Customer's Interconnection Facilities for the McCoy Station. <p>Note: If Interconnection Customer has elected Partial Termination of the Second Sequence-McCoy Station, then the Participating TO is under no obligation to commence Construction Activities for any Participating TO's Delivery Network Upgrades associated with the Second Sequence-McCoy Station.</p>
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DECISION POINT #3: Following Participating TO's written notification of Participating TO's completion of all of its Group 3 milestones, which such notice by Participating TO shall be no earlier than September 1, 2014, the Interconnection Customer must demonstrate that it has completed all of its Group 3 milestones within ninety (90) Calendar Days of the Participating TO's notification. Parties exercise options as outlined in Table 2.

Group 4 Milestones and Decision Point #4 for the Second Sequence

Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none"> • Participating TO commences Construction Activities of the Participating TO's Delivery Network Upgrades. • Participating TO provides two (2) written notices to Interconnection 	<ul style="list-style-type: none"> • Upon Participating TO's notice that it has commenced Construction Activities of the Participating TO's Delivery Network Upgrades, Interconnection Customer shall (1) have entered into, and retain, a

<p>Customer: (1) upon commencing Construction Activities of Participating TO's Delivery Network Upgrades; and (2) within 12 months prior to completion of Participating TO's Delivery Network Upgrades.</p>	<p>power purchase agreement that requires the McCoy Station to achieve Commercial Operation by no later than December 31, 2017 and; 2) relinquish Interconnection Customers right, from that point forward, to Partial Termination for the Second Sequence McCoy Station.</p> <ul style="list-style-type: none"> • Upon receipt of Participating TO's notice informing Interconnection Customer that it estimates to complete construction of Participating TO's Delivery Network Upgrades within twelve (12) months, Interconnection Customer shall commence construction of at least one Electric Generating Unit of the Second Sequence-McCoy Station and the Interconnection Customer's Interconnection Facilities for the McCoy Station.
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DECISION POINT #4: Following Participating TO's written notification of Participating TO's completion of all of its Group 4 milestones, the Interconnection Customer must demonstrate that it has completed each of its Group 4 milestones within ninety (90) Calendar Days of the Participating TO's applicable notification. Parties exercise options as outlined in Table 2.

Group 5 Milestones and Decision Point #5 for the Second Sequence

Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none"> • Participating TO energizes the Participating TO's Delivery Network Upgrades. 	<ul style="list-style-type: none"> • Interconnection Customer achieves Initial Synchronization Date for at least one Electric Generating Unit of the Second Sequence-McCoy Station. • Interconnection Customer commences generating electricity for sale, excluding electricity generated during Trial Operation, of at least one Electric Generating Unit of the Second Sequence-

	McCoy Station.
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DECISION POINT #5: Following Participating TO's written notification of Participating TO's completion of all of its Group 5 milestones, the Interconnection Customer must demonstrate that it has completed all of its Group 5 milestones within ninety (90) Calendar Days of the Participating TO's notification. Parties exercise options as outlined in Table 2.

Table 2: Actions by the Parties at each Decision Point:

Table 2A- Participating TO:

At each Decision Point as set forth in Table 1 above, if the Interconnection Customer is current in meeting its milestones set forth in Table 1 above (as such milestones may be adjusted due to the Interconnection Customer exercising option 2 in Table 2B below), the Participating TO shall confirm its commitment to finance Network Upgrades for the applicable sequence for which the milestones have been met.

If the Interconnection Customer is not current in meeting its milestones as set forth in Table 1 (as such milestones may be adjusted due to the Interconnection Customer exercising option 2 in Table 2B below or its suspension rights under Article 5.16 of this LGIA), the Participating TO has the following additional options:

- 1) Confirm its commitment to finance the Network Upgrades (but have no obligation to do so).
- 2) Discontinue its commitment to finance the Network Upgrades, in which case the Network Upgrades may then be financed by the Interconnection Customer pursuant to Section 14(h) of Appendix A.
- 3) Extend the applicable deadline for Interconnection Customer to satisfy the milestone requirement.
- 4) Terminate the LGIA, subject to the termination and Partial Termination provisions in this LGIA.
- 5) Other actions mutually agreeable to both parties.

The Participating TO will provide written notification to the Interconnection Customer of the option selected.

If the Interconnection Customer's permits, licenses, and Site Exclusivity required pursuant to the Group 3 Milestones above for the construction of the Second Sequence-McCoy Station are later suspended or held in abeyance for any reason, the Participating TO shall have the right, at its sole discretion and upon five (5) Calendar Days written notice, to suspend any Construction Activities for Participating TO's Delivery Network Upgrades required solely for the Second Sequence-McCoy Station and shall not be obligated to resume such Construction Activities until such permits, licenses and Site Exclusivity are reinstated.

Table 2B – Interconnection Customer:

At each Decision Point as set forth in Table 1 above, if the Participating TO is current in meeting its milestones in Table 1 above, the Interconnection Customer

shall confirm its commitment to develop its Generating Facility.

If the Participating TO is not current in meeting its milestones as set forth in Table 1, the Interconnection Customer has the following additional options:

- 1) Continue to develop the Electric Generating Units for which the milestone has not been met (but have no obligation to do so).
- 2) Adjust its development milestones for the applicable Electric Generating Units in Table 1 above, on a day-for-day basis, as appropriate, to the Participating TO's new timetable(s).
- 3) (a) If the Participating TO is not current in meeting its milestones with respect to the First Sequence-Genesis Station, the Interconnection Customer shall have the right to (1) terminate the LGIA in its entirety, with resulting disconnection of the First Sequence-Genesis Station, and cause the refund of the Partial Termination Charge Security in full to Interconnection Customer, or (2) invoke Partial Termination of this LGIA with respect to Electric Generating Unit 2 pursuant to Article 2.4.4, provided that the Interconnection Customer has previously posted Partial Termination Charge Security for Unit 2.
(b) If the Participating TO is not current in meeting its milestones with respect to the Second Sequence-McCoy Station, the Interconnection Customer shall have the right to invoke Partial Termination of this LGIA in accordance with Article 2.4.4 with respect to either or both Electric Generating Units within the Second Sequence-McCoy Station
- 4) Terminate this LGIA, subject to termination and Partial Termination provisions in this LGIA.
- 5) Other actions mutually agreeable to both parties.

The Interconnection Customer will provide written notification to the Participating TO of the option selected.

* The termination provisions provided above (option 3(a) and (b)) reflect that the Interconnection Customer may invoke a Partial Termination under Section 2.4.4 with respect to those Electric Generating Units for which the Interconnection Customer has previously provided Partial Termination Charge Security, which right of Partial Termination is alternative to the Interconnection Customer's choice of termination of the entire LGIA under Article 2.3 of this LGIA.

If the Participating TO is unable to complete the Network Upgrades necessary to provide full deliverability to the entire Generating Facility, the Participating TO shall use commercially Reasonable Efforts to pursue alternatives to provide full deliverability to the entire Generating Facility.

If, within seventy-two (72) months of the Effective Date of the LGIA, the Participating TO has not (i) commenced construction of the West of Devers Network Upgrades or (ii) made commercially Reasonable Efforts to provide an alternative solution for ensuring timely Full Capacity Deliverability Status for the Generating Facility, and either (a) the Interconnection Customer is in default of a

power purchase agreement or cannot perform under a power purchase agreement as a result thereof, or (b) the Parties otherwise reasonably agree that the Interconnection Customer has been harmed as a result of the Participating TO's failure to complete the West of Devers Network Upgrades (or otherwise provide Full Capacity Deliverability Status for the Generating Facility) in a timely manner, then the Interconnection Customer shall have the right to invoke a Partial Termination of this LGIA with respect to the Electric Generating Units that the Interconnection Customer reasonably demonstrates to the other Parties it is unable to construct. If Partial Termination is exercised under the terms of the foregoing sentence, the Participating TO and the CAISO shall return the Partial Termination Charge Security applicable to such terminated Electric Generating Units to the Interconnection Customer. Any Partial Termination exercised by the Interconnection Customer, other than in accordance with this paragraph, shall result in the CAISO and the Participating TO liquidating the Partial Termination Charge Security applicable to the terminated Electric Generating Units in accordance with Article 2.4.4.5 of this LGIA.

- (e) The determination of whether the Interconnection Customer has met its milestones outlined in Table 1 under Section 14(d) above shall be at the sole discretion of the Participating TO. The determination of whether the Participating TO has met its milestones outlined in Table 1 under Section 14(d) above shall be at the sole discretion of the Interconnection Customer. If there is a dispute as to whether the Interconnection Customer or Participating TO has met a milestone required in Table 1 under Section 14(d) above, such dispute shall be resolved pursuant to Article 27 of the LGIA.
- (f) The Participating TO is under no obligation to finance other network upgrades if the Network Upgrades are modified pursuant to the GIP and such modification results in the Participating TO having to reaffirm Abandoned Plant Approval for the modified Network Upgrades. The Participating TO may seek reaffirmation of Abandoned Plant Approval for any modified Network Upgrades, at its sole discretion. If (i) the reaffirmation of Abandoned Plant Approval for the modified Network Upgrades is not received within six (6) months (or such longer period mutually agreed to by the Parties) of applying for such reaffirmation, or (ii) the Participating TO does not seek reaffirmation of Abandoned Plant Approval, the Parties agree to amend this LGIA
- (g) With the exception of Interconnection Customer exercising its Partial Termination rights pursuant to Article 2.4.4, if the Interconnection Customer does not meet any one of the milestones specified in Table 1 under Section 14(d) above (as such milestones may be adjusted due to the Interconnection Customer exercising option 2 in Table 2B above or its suspension rights under Article 5.16 of this LGIA), this failure shall be considered a Breach of this LGIA, subject to the

Default and Right to Terminate provisions under Article 17 of this LGIA and the provisions of Section 12(f) of this LGIA. Each milestone in Table 1 of Section 14(d) shall be subject to the Force Majeure provisions of this LGIA.

- (h) Notwithstanding anything to the contrary in Table 2A under Section 14(d), Interconnection Customer shall not be in Breach of this LGIA, and the Participating TO shall not have the right to terminate this LGIA, as a result of the Interconnection Customer missing a milestone in Table 1 under Section 14(d), provided that the Parties: (i) reasonably and in good faith negotiate an amendment of this LGIA to provide for Interconnection Customer-financing of the Network Upgrades; and (ii) reach agreement on such amendment within sixty (60) Calendar Days after Participating TO's notification of its having exercised option 2 or 4 under Table 2A of Appendix A.
- (i) Each Party shall provide the other Party with a monthly status report, including all supporting documentation, to verify that Party's progress on the milestones outlined in Table 1 under Section 14(d) above.
- (j) At no time will the Participating TO require payment from the Interconnection Customer for any Network Upgrades for which Abandoned Plant Approval has been obtained, provided that the costs of such Network Upgrades are incurred while the Interconnection Customer is current with meeting its development milestones pursuant to Section 14(d).

15. Supplemental Billing and Payment Provisions:

- (a) Pursuant to Article 12.1 of the LGIA, the Participating TO shall submit to the Interconnection Customer invoices due for the preceding month for the Distribution Upgrades Payment, Delivery Network Upgrades Payment, Interconnection Facilities Payment, Reliability Network Upgrades Payment, Licensing Assessment Payment and Interim WOD Project Payment.
- (b) Pursuant to Article 10.5 of the LGIA, commencing on or following the Interconnection Facilities Completion Date for the applicable First Sequence and Second Sequence, each month the Participating TO will render bills to the Interconnection Customer for the applicable Interconnection Facilities Charge. The Interconnection Facilities Charge payments shall initially be based on the estimated Interconnection Facilities Cost as specified in Section 16 of this Appendix A, and shall be subject to later adjustment pursuant to Section 15.(b)(i) and 15.(b)(ii). The Interconnection Facilities Charge for the first and last month of service hereunder shall be pro-rated based on the number of Calendar Days in which service was provided during said months.
 - (i) If the amounts paid for the Interconnection Facilities Charge are less than the amounts due for the Interconnection Facilities Charge as determined from the actual recorded Interconnection Facilities Cost, Participating TO will bill

- Interconnection Customer the difference between the amounts previously paid by Interconnection Customer and the amounts which would have been paid based on actual recorded costs, without interest, on the next regular billing.
- (ii) If the amounts paid for the Interconnection Facilities Charge are greater than the amounts due for the Interconnection Facilities Charge as determined from the actual recorded Interconnection Facilities Cost, Participating TO will credit Interconnection Customer the difference between the amounts previously paid by Interconnection Customer and the amounts which would have been paid based on actual recorded costs, without interest, on the next regular billing.
- (c) In the event that any portion of Participating TO's Interconnection Facilities is not complete but, at the request of Interconnection Customer, Participating TO commences Interconnection Service under this LGIA notwithstanding the incomplete facilities, Participating TO shall commence billing, and Interconnection Customer shall pay, the Interconnection Facilities Charge commencing on the date that such service commences.
- (d) Commencing on or following the Interim WOD Project Completion Date, each month the Participating TO will render bills to the Interconnection Customer for the Interim WOD Project Charge. The Interim WOD Project Charge payments shall initially be based on the estimated Interim WOD Project Cost as specified in Section 16 of this Appendix A, and shall be subject to later adjustment pursuant to Sections 15.(d)(i) and 15.(d)(ii). The Interim WOD Project Charge for the first and last month of service hereunder shall be pro-rated based on the number of Calendar Days in which service was provided during said months.
- (i) If the amounts paid for the Interim WOD Project Charge are less than the amounts due for the Interim WOD Project Charge as determined from the actual recorded Interim WOD Project Cost, the Participating TO will bill Interconnection Customer the difference between the amounts previously paid by Interconnection Customer and the amounts which would have been paid based on actual recorded costs, without interest, on the next regular billing.
 - (ii) If the amounts paid for the Interim WOD Project Charge are greater than the amounts due for the Interim WOD Project Charge as determined from the actual recorded Interim WOD Project Cost, the Participating TO will credit Interconnection Customer the difference between the amounts previously paid by Interconnection Customer and the amounts which would have been paid based on actual recorded costs, without interest, on the next regular billing.

- (e) In accordance with Article 5.19.3 of the LGIA, the Participating TO shall submit to the Interconnection Customer invoices due for the preceding month for the payments due for Capital Additions, if any.
- (i) For Capital Additions that are the cost responsibility of the Interconnection Customer, prior to commencing work, the Participating TO will provide at least sixty (60) Calendar Days advance written notification to the Interconnection Customer, except that, at the Participating TO's sole discretion, the Participating TO may commence the work on the Capital Additions with either shorter advance written notification or written notification after the work has commenced if the Participating TO determines that the Capital Additions are required in accordance with safety or regulatory requirements or to preserve system integrity or reliability. The written notification will include the estimated cost of the Capital Additions, and the amount of and due date for the security, if any, required to be paid by the Interconnection Customer sufficient to cover the costs for constructing, procuring and installing the Capital Additions consistent with the applicable terms of Article 11.5 of the LGIA.
- (ii) Except as provided in Section 8(c) above, if certain Participating TO's Interconnection Facilities or certain facilities that comprise the Interim WOD Project are removed to accommodate Capital Additions and such removal results in a change in the Interconnection Facilities Cost or the Interim WOD Project Cost, the Interconnection Facilities Charge or Interim WOD Project Charge, as applicable, shall be adjusted as of the in-service date of such Capital Additions to reflect the change in the Interconnection Facilities Cost or Interim WOD Project Cost.
- (iii) Except as provided in Section 8(c) above, if Capital Additions result in an increase in the Interconnection Facilities Cost or the Interim WOD Project Cost, then the Interconnection Facilities Charge or Interim WOD Project Charge, as applicable, shall be adjusted as of the in-service date of such Capital Additions to reflect the change in such costs.
- (f) As soon as reasonably practicable, but within twelve (12) months after the in-service date of any Capital Additions, the Participating TO shall provide an invoice of the final cost of the construction of the Capital Additions 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 Capital Additions 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 Capital Additions, 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.

- (g) If, in accordance with the removal of the Participating TO's Interconnection Facilities specified in Section 13(a) above, the Participating TO decides to physically remove the Participating TO's Interconnection Facilities, or any part thereof, the Participating TO shall render a bill to the Interconnection Customer for the Removal Cost. The Interconnection Customer shall pay the Removal Cost in accordance with Article 2.4.3 of the LGIA. Such billing shall initially be based on the Participating TO's estimate of the Removal Cost. Within twelve (12) months following the removal of the Participating TO's Interconnection Facilities, or any part thereof, the Participating TO shall determine the actual Removal Cost 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 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.
- (h) Following the date that the Participating TO's Delivery Network Upgrades are constructed and placed in service but before the Participating TO removes the Interim WOD Project, or any part thereof, Participating TO shall render a bill to the Interconnection Customer for the Interim WOD Project Removal Cost and any Ownership Transfer Cost. Interconnection Customer shall pay such bill in accordance with Article 2.4.3. Such billing shall initially be based on the Participating TO's estimate of the Interim WOD Project Removal Cost and any Ownership Transfer Cost, which is currently \$1,926,000 as shown in Section 16 of this Appendix A. Within twelve (12) months following the removal of the Interim WOD Project, or any part thereof, the Participating TO shall determine the actual Interim WOD Project Removal Cost and the Ownership Transfer Cost 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 and Ownership Transfer Cost exceeds the actual Removal Cost and Ownership Transfer Cost within thirty (30) Calendar Days of the issuance of such final invoice; or, in the event the actual Removal Cost and Ownership Transfer Cost exceeds the Interconnection Customer's payment for the estimated Removal Cost and Ownership Transfer Cost, then the Interconnection Customer shall pay to the Participating TO any amount by which the actual Removal Cost and Ownership Transfer Cost exceeds the payment by the Interconnection Customer

17. Interconnection Facilities Charge & Interim WOD Project Charge:

(a) Interconnection Facilities Charge = Customer-Financed Monthly Rate x
(Interconnection Facilities Cost)

Effective	Customer-Financed Monthly Rate	Estimated		Actual	
		Interconnection Facilities Cost	Interconnection Facilities Charge	Interconnection Facilities Cost	Interconnection Facilities Charge
As of the Interconnection Facilities Completion Date for the applicable sequence – 12/31/12, if Interconnection Facilities Completion Date is prior to or on 12/31/12	0.38%	First Sequence : \$3,394,000 Second Sequence: \$ TBD*	First Sequence: \$12,897.20 Second Sequence: \$ TBD*	[to be inserted after true-up]	[to be inserted after true-up]
01/01/13 – Present, if Interconnection Facilities Completion Date for the applicable sequence is prior to 1/1/13	0.39%	First Sequence : \$3,394,000 Second Sequence: \$ TBD*	First Sequence: \$13,236.60 Second Sequence: \$ TBD*	[to be inserted after true-up]	[to be inserted after true-up]
As of the Interconnection Facilities Completion Date for the applicable sequence, if Interconnection Facilities Completion Date is on or after 1/1/13	0.39%	First Sequence : \$3,394,000 Second Sequence: \$ TBD*	First Sequence: \$13,236.60 Second Sequence: \$ TBD*	[to be inserted after true-up]	[to be inserted after true-up]

* The portion of the Interconnection Facilities Cost that will be applicable to the Second Sequence, for the purpose of calculating the Interconnection Facilities Charge, will be determined based on the timing of facilities installed as required to accommodate phasing of the First and Second Sequences.

(b) Interim WOD Project Charge = Customer-Financed Monthly Rate x (Interim WOD Project Cost)*

Effective	Customer-Financed Monthly Rate	Estimated		Actual	
		Interim WOD Project Cost	Interim WOD Project Charge	Interim WOD Project Cost	Interim WOD Project Charge
As of the Interim WOD Project Completion Date	0.39%*	\$39,410,000	\$153,699.00*	[to be inserted after true-up]	[to be inserted after true-up]

* Participating TO is currently reviewing the Interim WOD Project Charge as requested by the Interconnection Customer to determine if the charge/methodology should be revised due to the temporary nature of the Interim WOD Project and its expected relatively short life span. In the event Participating TO's review results in a change to the Interim WOD Project Charge, this LGIA will be amended accordingly. Participating TO will use Reasonable Efforts to complete its review prior to the Interim WOD Project Completion Date.

18 Payment Schedule:

The payment amounts shown below are based on an estimate of the monthly incurred costs for the Participating TO's Interconnection Facilities, Distribution Upgrades, Licensing Assessment and Interim WOD Project.

Payment No.	Payment Due Date(1)	Interconnection Facilities Cost	Distribution Upgrades Cost	One-Time Cost	Licensing Assessment Cost	Interim WOD Project Cost	Removal Cost(2)	Project Payment	ITCC(3)
1	PAID	\$ 50,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 50,000	\$ 0
2	PAID	\$ 750,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 750,000	\$ 0
3	PAID	\$ 750,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 750,000	\$ 0
4	PAID	\$ 1,700,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,700,000	\$ 0
5	9/1/11 PAID	\$ 0	\$ 0	\$ 0	\$130,000	\$ 0	\$ 0	\$ 130,000	\$ 0
6	10/1/11 PAID	\$ 100,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 100,000	\$ 0
7	11/1/11 PAID	\$ 44,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 44,000	\$ 0
8	1/6/2012 PAID	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,349,000	\$ 0	\$ 1,349,000	\$ 0
9	4/1/2012 PAID	\$ 0	\$ 0	\$ 0	\$ 0	\$ 3,042,000	\$ 0	\$ 3,042,000	\$ 0
10	7/1/2012	\$ 0	\$ 0	\$ 0	\$ 0	\$ 8,633,000	\$ 0	\$ 8,633,000	\$ 0

	PAID								
11	10/1/2012 PAID	\$ 0	\$ 0	\$ 0	\$ 0	\$ 12,687,000	\$ 0	\$ 12,687,000	\$ 0
12	1/1/2013 PAID	\$ 0	\$ 0	\$ 0	\$ 0	\$ 9,063,000	\$ 0	\$ 9,063,000	\$ 0
13	4/1/2013 PAID	\$ 0	\$ 0	\$ 0	\$ 0	\$ 4,636,000	\$ 0	\$ 4,636,000	\$ 0
14	(2)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,926,000(2)	\$ 0	\$ 0
Total		\$ 3,394,000	\$ 0	\$ 0	\$ 130,000	\$ 39,410,000	\$ 1,926,000(2)	\$ 42,934,000	\$ 11,647,365

(1) Payments 1, 2, 3 and 4 above have been credited from deposits paid pursuant to the Letter Agreements in accordance with Section 15(j) of this Appendix A. Payments 8 through 13 above have been credited from deposits paid pursuant to the Interim WOD Project Letter Agreement.

All amounts shown above are in nominal dollars.

Interconnection Facilities Payment = (Interconnection Facilities Cost + associated One-Time Cost) = \$ 3,394,000

Distribution Upgrades Payment = (Distribution Upgrades Cost + associated One-Time Cost) = \$0

Licensing Assessment Payment = Licensing Assessment Costs = \$130,000

Interim WOD Project Payment = (Interim WOD Project Costs + associated One-Time Cost) = \$39,410,000

Reliability Network Upgrades Payment = (Reliability Network Upgrades Cost + associated One-Time Cost) = \$0 since the Participating TO has agreed to finance the Participating TO's Reliability Network Upgrades, subject to Section 14 of this Appendix A.

Delivery Network Upgrades Payment = (Delivery Network Upgrades Cost + associated One-Time Cost) = \$0 since the Participating TO has agreed to finance the Participating TO's Delivery Network Upgrades, subject to Section 14 of this Appendix A.

(2) Interconnection Customer shall provide Credit Support for the Removal Cost pursuant to Section 10(e) of this Appendix A. Interconnection Customer shall make payment for the Removal Cost in accordance with Section 15(h) of this Appendix A.

(3) ITCC financial security will be provided by Interconnection Customer in accordance with Appendix A, Section 11.

19 Other Potential Facilities:

The Interim WOD Project work scope assumes the SPS identified to accommodate interconnection of the generating facility having CAISO Queue Position No.3 is complete and in service. The Participating TO and the CAISO have determined that, absent the project at CAISO Queue Position No.3, such SPS would be required as a component of the Interim WOD Project. Consequently, in the event the LGIA associated with CAISO Queue Position No. 3 is terminated prior to the completion of the SPS, the costs associated with such SPS may be included in the Interim WOD Project Cost and may become the responsibility of the Interconnection Customer. Interconnection Customer's increased cost responsibility would be reflected in a subsequent amendment to this LGIA, subject to FERC acceptance. The estimated cost of the SPS identified with respect to the LGIA associated with CAISO Queue Position No.3 is \$3,500,000, plus any applicable estimated tax liability.

**Appendix B
To LGIA**

Milestones

1. The Interconnection Customer's Selected Option: Pursuant to Article 5.1 of the LGIA, the Interconnection Customer has selected the Standard Option.

2. Milestone Dates:

<u>Item</u>	<u>Milestone</u>	<u>Responsible Party</u>	<u>Due Date First Sequence - Genesis Station</u>	<u>Due Date Second Sequence - McCoy Station</u>
(a)	Submit proof of insurance coverage in accordance with Article 18.3 of the LGIA	Interconnection Customer	Within ten (10) Calendar Days of the execution of this LGIA	Within ten (10) Calendar Days of the execution of this LGIA
(b)	Submittal of written authorization to proceed with design and procurement of the Participating TO's Interconnection Facilities and Network Upgrades to the Participating TO and CAISO in accordance with Article 5.5.2 of the LGIA.	Interconnection Customer	Within ten (10) Calendar Days of the Effective Date	Within ten (10) Calendar Days of the Effective Date
(c)	Submittal of second posting of Interconnection Financial Security for the Participating TO's Interconnection Facilities to the Participating TO pursuant to Section 9 of the GIP and Article 11.5 and Section 10 Appendix A of the LGIA	Interconnection Customer	Within one hundred eighty (180) Calendar Days after publication of the final Phase II Interconnection Study Report: January 4, 2011	Within one hundred eighty (180) Calendar Days after publication of the final Phase II Interconnection Study Report: January 4, 2011
(d)	Submittal of third posting of Interconnection Financial Security for the Participating TO's Interconnection Facilities to the Participating TO pursuant to Section 9 of	Interconnection Customer	Within ten (10) Calendar Days of the Effective Date	Within ten Calendar Days of the Effective Date

	the GIP and Article 11.5 and Section 10 of Appendix A of the LGIA			
(e)	Submittal of written authorization to proceed with construction of the Participating TO's Interconnection Facilities and Network Upgrades to the Participating TO and the CAISO pursuant to Article 5.6.3 of the LGIA	Interconnection Customer	Within thirty (30) Calendar Days of the Effective Date	Within thirty (30) Calendar Days of the Effective Date
(f)	Submittal of security for the estimated tax liability to the Participating TO pursuant to Article 5.17.3 of the LGIA	Interconnection Customer	Within thirty (30) Calendar Days of the Effective Date	Within thirty (30) Calendar Days of the Effective Date
(g)	Completion of the Participating TO's Interconnection Facilities, Network Upgrades, and Interim WOD Project	Participating TO	<p>Interconnection Facilities: First Sequence Genesis Station - Within thirty-eight (38) months following the effective date of the September 8, 2010 Letter Agreement*</p> <p>Reliability Network Upgrades: Within thirty-eight (38) months following the effective date of the September 8, 2010 Letter Agreement*</p> <p>Delivery Network Upgrades: Within eighty-four (84) months following the Effective Date*</p>	<p>Interconnection Facilities: Second Sequence McCoy Station – Twenty-four (24) months following Interconnection Customer's submittal of initial specifications for Interconnection Customer's Interconnection Facilities for the McCoy Station, including the Genesis McCoy 220kV Switchyard; but no sooner than thirty-eight (38) months following the effective date, of the September 8, 2010 Letter Agreement*</p>

			<p>Interim WOD Project: Within eighteen (18) months following the effective date of the Interim WOD Project Letter Agreement*</p>	<p>Reliability Network Upgrades: Twenty-four (24) months following Interconnection Customer's submittal of initial specifications for Interconnection Customer's Interconnection Facilities for the McCoy Station, including the Genesis McCoy 220kV Switchyard; but no sooner than thirty-eight (38) months following the effective date, of the September 8, 2010 Letter Agreement*</p> <p>Delivery Network Upgrades: Within eighty-four (84) months following the Effective Date*</p> <p>Interim WOD Project: Within eighteen (18) months following the effective date of the Interim WOD Project Letter Agreement*</p>
(h)	Submittal of initial specifications for the Interconnection Customer's			

	Interconnection Facilities and Genesis McCoy Solar Project, including System Protection Facilities, to the Participating TO and the CAISO pursuant to Article 5.10.1 of the LGIA	Interconnection Customer	At least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date for the First Sequence Genesis Station	At least twenty-four (24) months prior to the Initial Synchronization Date for the Second Sequence McCoy Station
(i)	Initial information submission which shall include the Participating TO's Transmission System information necessary to allow the Interconnection Customer to select equipment, in accordance with Article 24.2 of the LGIA	Participating TO	At least one hundred eighty (180) Calendar Days prior to Trial Operation for the First Sequence Genesis Station	At least one hundred eighty (180) Calendar Days prior to Trial Operation for the Second Sequence McCoy Station
(j)	Updated information submission by the Interconnection Customer, including manufacturer information in accordance with Article 24.3 of the LGIA	Interconnection Customer	No later than one hundred eighty (180) Calendar Days prior to Trial Operation for the First Sequence Genesis Station	No later than one hundred eighty (180) Calendar Days prior to Trial Operation for the Second Sequence McCoy Station
(k)	Review of and comment on the Interconnection Customer's initial specifications pursuant to Article 5.10.1 of the LGIA	Participating TO and CAISO	Within thirty (30) Calendar Days of the Interconnection Customer's submission of initial specifications	Within thirty (30) Calendar Days of the Interconnection Customer's submission of initial specifications
(l)	Submittal of final specifications for the Interconnection Customer's Interconnection Facilities and Genesis McCoy Solar Project, including System Protection Facilities, to the	Interconnection Customer	At least ninety (90) Calendar Days prior to the	At least one hundred eighty (180) Calendar

	Participating TO and the CAISO as specified in Article 5.10.1 of the LGIA		Initial Synchronization Date for the First Sequence Genesis Station	Days prior to the Initial Synchronization Date for the Second Sequence McCoy Station
(m)	Review of and comment on the Interconnection Customer's final specifications pursuant to Article 5.10.1 of the LGIA	Participating TO and CAISO	Within thirty (30) Calendar Days of the Interconnection Customer's submission of final specifications	Within thirty (30) Calendar Days of the Interconnection Customer's submission of final specifications
(n)	Notification of Balancing Authority Area to the Participating TO and CAISO pursuant to Article 9.2	Interconnection Customer	At least three (3) months prior to the Initial Synchronization Date for the First Sequence Genesis Station	At least three (3) months prior to the Initial Synchronization Date for the Second Sequence McCoy Station
(o)	Performance of a complete calibration test and functional trip test of the System Protection Facilities pursuant to Article 9.7.4.6 of the LGIA	Interconnection Customer and Participating TO	At least sixty (60) Calendar Days prior to the In-Service Date	At least sixty (60) Calendar Days prior to the In-Service Date
(p)	In-Service Date	Interconnection Customer	First Sequence Genesis Station: September 12, 2013	Second Sequence McCoy Station: Twenty-four (24) months following Interconnection Customer's submittal of initial specifications for Interconnection Customer's Interconnection Facilities for the McCoy Station, including the Genesis McCoy 220kV

				Switchyard; but no sooner than November 8, 2013 or thirty-eight (38) months following the effective date, of the September 8, 2010 Letter Agreement*
(q)	Initial Synchronization Date	Interconnection Customer	<p>First Sequence</p> <p>Genesis Station:</p> <p>Unit 2 – October 3, 2013*</p> <p>Unit 1- March 1, 2014</p> <p>*Unit 2 will precede Unit 1</p>	<p>Second Sequence</p> <p>McCoy Station: Twenty-four (24) months following Interconnection Customer's submittal of initial specifications for Interconnection Customer's Interconnection Facilities for the McCoy Station, including the Genesis McCoy 220kV Switchyard; but no sooner than November 8, 2013 or thirty-eight (38) months following the effective date, of the September 8, 2010 Letter Agreement*</p> <p>The McCoy Station shall not synchronize, under any circumstance, until after the Devers RAS is</p>

				in service.
(r)	Trial Operation begins	Interconnection Customer	<p>First Sequence</p> <p>Genesis Station:</p> <p>Unit 2 – October 3, 2013*</p> <p>Unit 1- March 1, 2014</p> <p>*Unit 2 will precede Unit 1</p>	<p>Second Sequence</p> <p>McCoy Station: Twenty-four (24) months following Interconnection Customer's submittal of initial specifications for Interconnection Customer's Interconnection Facilities for the McCoy Station, including the Genesis McCoy 220kV Switchyard; but no sooner than November 8, 2013 or thirty-eight (38) months following the effective date, of the September 8, 2010 Letter Agreement*</p> <p>The McCoy Station shall not commence Trial Operation, under any circumstance, until after the Devers RAS is in service.</p>
(s)	Performance of a complete calibration test and functional trip test of the System Protection Facilities pursuant to Article 9.7.4.6 of the LGIA	Interconnection Customer and Participating TO	At least sixty (60) Calendar Days prior to the Commercial Operation Date for the First Sequence	At least sixty (60) Calendar Days prior to the Commercial Operation Date for the Second Sequence

			Genesis Station	McCoy Station
(t)	Testing of the Participating TO's Interconnection Facilities, Distribution Upgrades and Network Upgrades and testing of the Interconnection Customer's Interconnection Facilities and Genesis McCoy Solar Project in accordance with Article 6.1 of the LGIA	Interconnection Customer and Participating TO	At least sixty (60) Calendar Days prior to the Initial Synchronization Date for the First Sequence Genesis Station	At least sixty (60) Calendar Days prior to the Initial Synchronization Date for the Second Sequence McCoy Station
(u)	Provide written approval to the Interconnection Customer for the operation of the Genesis McCoy Solar Project in accordance with Article 6.1 of the LGIA	Participating TO	At least fifteen (15) Calendar Days prior to the Initial Synchronization Date for the First Sequence Genesis Station	At least fifteen (15) Calendar Days prior to the Initial Synchronization Date for the Second Sequence McCoy Station
(v)	Commercial Operation Date	Interconnection Customer	<p>First Sequence Genesis Station</p> <p>Unit 2 – November 1, 2013*</p> <p>Unit 1- April 1, 2014</p> <p>*Unit 2 will precede Unit 1</p>	<p>Second Sequence McCoy Station: Twenty-four (24) months following Interconnection Customer's submittal of initial specifications for Interconnection Customer's Interconnection Facilities for the McCoy Station, including the Genesis McCoy 220kV Switchyard; but no sooner than November 8, 2013 or thirty-eight (38) months following the</p>

				effective date, of the September 8, 2010 Letter Agreement*
				The McCoy Station shall not commence Commercial Operation, under any circumstance, until after the Devers RAS is in service.
(w)	Submittal of “as-built” drawings, information and documents for the Interconnection Customer’s Interconnection Facilities and the Electric Generating Units in accordance with Article 5.10.3 of the LGIA to the Participating TO and the CAISO	Interconnection Customer	Within one hundred twenty (120) Calendar Days after the Commercial Operation Date for the First Sequence Genesis Station, unless otherwise agreed	Within one hundred twenty (120) Calendar Days after the Commercial Operation Date for the Second Sequence McCoy Station, unless otherwise agreed

* Note: The Interconnection Customer understands and acknowledges that such timeline is only an estimate and that equipment and material lead times, labor availability, outage coordination, regulatory approvals, right-of-way negotiations, or other unforeseen events could delay the actual in-service dates of the Participating TO’s Interconnection Facilities, Distribution Upgrades, Network Upgrades, or Interim WOD Project beyond those specified. The Participating TO shall not be liable for any cost or damage incurred by the Interconnection Customer because of any delay in the work provided for in this LGIA. Participating TO has informed the Interconnection Customer that the Participating TO currently estimates a November 1, 2013 Interim WOD Project (with the Modified West of Devers RAS) Completion Date.

If the Interconnection Customer suspends work pursuant to Article 5.16 of the LGIA, then all milestones for each Party set forth in this Appendix B shall be suspended during the suspension period except for the milestones related to Network Upgrades common to multiple generating facilities and the related Interconnection Financial Security. Any

extension of the Commercial Operation Date for the Generating Facility shall be subject to evaluation under Section 6.9.2 of the GIP pertaining to modifications. Upon the Interconnection Customer's request to recommence the work, the Parties shall negotiate in good faith new revised milestone dates for each milestone, taking into account the period of suspension and necessary re-studies, if required. Appendix B and any terms and conditions associated with the estimated costs and payment schedule, if necessary, shall be amended following the establishment of such revised milestone dates.

The Interconnection Customer also understands and agrees that the method of service required to interconnect the Genesis McCoy Solar Project may require re-evaluation due to the suspension of the project and changes to the Participating TO's electrical system or addition of new generation.

Appendix C To LGIA

Interconnection Details

- 1. Generating Facility:** The Generating Facility includes, but is not limited to, all equipment and facilities comprising the proposed 500 MW generating facility near Desert Center and Blythe, California, as disclosed by the Interconnection Customer (originally FPL Energy, LLC which changed to Desert Center Blythe, LLC and subsequently to NextEra Desert Center Blythe, LLC) in its Interconnection Request dated May 24, 2007, as was subsequently amended during the Interconnection Study process, which includes the Genesis Station, a 250 MW solar thermal generating facility near Desert Center, California and the McCoy Station, a 250 MW photovoltaic generating facility near Blythe, California. The Genesis Station consists of two (2) Siemens steam turbine generators rated at 167 MVA each (but limited to a maximum output of 125 MW each), two (2) 220/13.8kV 150MVA step-up transformers with 9% impedance on a 90 MVA base, meters and metering equipment, and appurtenant equipment. The McCoy Station consists of solar panels and DC-AC inverters, one (1) 220/34.5kV 294 MVA step-up transformer with 8% impedance on a 201 MVA base, meters and metering equipment, and appurtenant equipment (Genesis Station & McCoy Station together, the Generating Facility or the “Genesis McCoy Solar Project”). The Genesis McCoy Solar Project is proposed to be a Phased Generating Facility to be constructed in two sequences, with the Genesis Station proposed to be constructed in the First Sequence and the McCoy Station proposed to be constructed in the Second Sequence as further described in Appendix A.
- 2. *Interconnection Customer Operational Requirements.***

 - (a) Pursuant to Article 9.4 of the LGIA, the Interconnection Customer shall operate the Genesis McCoy Solar Project and the Interconnection Customer’s Interconnection Facilities in accordance with the CAISO Tariff, NERC and the Applicable Reliability Council requirements, and Applicable Reliability Standards.
 - (b) The Genesis McCoy Solar Project shall be operated so as to prevent or protect against the following adverse conditions on the Participating TO’s electric system: inadvertent and unwanted re-energizing of a utility dead line or bus; interconnection while out of synchronization; overcurrent; voltage imbalance; ground faults; generated alternating current frequency outside permitted safe limits; power factor or reactive power outside permitted limits; and abnormal waveforms.
- 3. Interconnection Principles:**

 - (a) This LGIA provides for interconnection of a total capacity of 500 MW,

resulting from the interconnection of the Genesis McCoy Solar 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 capacity 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.

- (b) The costs associated with any mitigation measures required to third party transmission systems resulting from the interconnection of the Genesis McCoy Solar Project to the Participating TO's electrical system are not reflected in this LGIA. The Participating TO shall have no responsibility to pay costs associated with any such mitigation measures. If applicable, Interconnection Customer shall enter into an agreement with such third parties to address any required mitigation in accordance with Section 12.4 of the GIP.
- (c) In the event the Participating TO's Interconnection Facilities are utilized to provide retail service to the Interconnection Customer in addition to the wholesale Interconnection service provided herein, and the Interconnection Customer fails to make payment for such retail service in accordance with the Participating TO's applicable retail tariffs, the Participating TO's Interconnection Facilities may be removed from service to the Interconnection Customer, subject to the notice and cure provisions of such retail tariffs, until payment is made by the Interconnection Customer pursuant to such retail tariffs.
- (d) Review by the Participating TO of the electrical specifications, design, construction, operation, or maintenance of the Genesis McCoy Solar Project or the Interconnection Customer's Interconnection Facilities shall not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of such facilities. The Interconnection Customer shall in no way represent to any third party that any such review by the Participating TO of such facilities, including, but not limited to, any review of the design, construction, operation, or maintenance of such facilities by the Participating TO, is a representation by the Participating TO as to the economic or technical feasibility, operational capability, or reliability of the Genesis McCoy Solar Project or the Interconnection Customer's Interconnection Facilities.
- (e) Should the CAISO in the future permit multiple large generator interconnection agreements for a Generating Facility having multiple Electric Generating Units with the same single Point of Interconnection, upon Interconnection Customer's request for comparable, stand alone large generator interconnection agreements for the Genesis Station and the McCoy Station, the Parties agree to work cooperatively and expeditiously to comply with such request.

- (f) The Interconnection Customer shall complete and receive approval for all environmental impact studies necessary for the construction, operation, and maintenance of the Participating TO's Interconnection Facilities, Distribution Upgrades and Participating TO's Reliability Network Upgrades described in Appendix A of this LGIA. Interconnection Customer shall include such facilities in all such environmental impact studies, where applicable. Interconnection Customer shall provide the results of such studies and approvals to Participating TO for use in Participating TO's application(s) to obtain the regulatory approvals required to be obtained by Participating TO for the construction, operation, and maintenance of the Participating TO's Interconnection Facilities, Distribution Upgrades and Reliability Network Upgrades described in Appendix A of this LGIA.
- (g) The Interconnection Customer is responsible for all costs associated with any necessary relocation of any Participating TO facilities as a result of the Genesis McCoy Solar Project and acquiring all property rights necessary for the Interconnection Customer's Interconnection Facilities, including those required to cross the Participating TO's facilities and property. The relocation of Participating TO facilities or use of Participating TO property rights shall only be permitted upon written agreement between Participating TO and the Interconnection Customer. Any proposed relocation of Participating TO facilities or use of Participating TO property rights may require a study and/or evaluation, the cost of which would be borne by the Interconnection Customer, to determine whether such use may be accommodated. The terms and conditions of any such use of Participating TO facilities or property rights would be the subject of a separate agreement and any associated costs to the Interconnection Customer would not be considered a Network Upgrade and would not be refundable to the Interconnection Customer.
- (h) This LGIA does not address any requirements for standby power or temporary construction power that the Genesis McCoy Solar Project may require prior to the in-service date of the Interconnection Facilities. Should the Genesis McCoy Solar Project require standby power or temporary construction power from Participating TO prior to the in-service date of the Interconnection Facilities, the Interconnection Customer is responsible to make appropriate arrangements with Participating TO to receive and pay for such retail service.

4. Cluster Study Group:

- (a) The Genesis McCoy Solar Project participated in the CAISO's Eastern Bulk System Cluster for purposes of assessing impacts to the Participating TO's electrical system and that portion of the Participating TO's electrical system that constitutes the CAISO Controlled Grid.

5. Interconnection Operations:

- (a) The Interconnection Customer shall cause the Genesis McCoy Solar Project to participate in any SPS required to prevent thermal overloads and unstable conditions resulting from outages. Such participation shall be in accordance with applicable FERC regulations, and CAISO Tariff provisions and protocols. The Interconnection Customer will not be entitled to any compensation from the Participating TO, pursuant to the LGIA, for loss of generation output when (i) the Genesis McCoy Solar Project generation is reduced or tripped off-line due to implementation of the SPS; or (ii) such generation output is restricted in the event the SPS becomes inoperable. Pursuant to Good Utility Practice, the Participating TO will provide the Interconnection Customer advance notice of any required SPS beyond that which has already been identified in the Phase II Interconnection Study, the Interim WOD Project operational study report dated November 17, 2011, and this LGIA.
- (b) The Interconnection Customer shall cause the Genesis McCoy Solar Project to participate in CAISO congestion management in accordance with CAISO Tariff.
- (c) Following outages of the Interconnection Facilities or the Genesis McCoy Solar Project, the Interconnection Customer shall not energize the Genesis McCoy Solar Project for any reason without specific permission from the Participating TO's and the CAISO's operations personnel. Such permission shall not be unreasonably withheld.
- (d) The Interconnection Customer shall maintain operating communications with the Participating TO's designated switching center. The operating communications shall include, but not be limited to, system parallel operation or separation, scheduled and unscheduled outages, equipment clearances, protective relay operations, and levels of operating voltage and reactive power.
- (e) The Interconnection Customer elected for the Genesis McCoy Solar Project in its Interconnection Request to have Full Capacity Deliverability Status as such term is defined in the CAISO Tariff. Interconnection Customer acknowledges and understands that, until the Participating TO's Delivery Network Upgrades are constructed and placed in service, the Genesis McCoy Solar Project will have Energy-Only Deliverability Status as such term is defined in the CAISO Tariff unless, as determined by the CAISO, Full Capacity Delivery Status otherwise becomes available and is allocated to the Interconnection Customer. Subsequent to the execution of this LGIA, the Parties agreed to proceed with the Interim WOD Project that, following the Interim WOD Project Completion Date, will enable the Genesis McCoy Solar Project to attain Full Capacity Deliverability Status for an interim period until the Participating TO's Delivery Network Upgrades are constructed and placed

- in service. The Interconnection Customer understands and acknowledges that irrespective of the deliverability status of the Large Generating Facility, the output of the Large Generating Facility is subject to curtailment in accordance with the congestion management protocols of the CAISO Tariff.
- (f) Additional operational studies may be performed by the Participating TO on an as needed basis and at the Interconnection Customer's expense to confirm if any of the circuit breaker upgrades or replacements identified in the Phase II Interconnection Study as being triggered by queued ahead projects are required to be advanced in order to accommodate interconnection of the Genesis McCoy Solar Project. In the event that it is determined by the Participating TO that any such upgrades or replacements are required to be advanced in order to accommodate interconnection of the Genesis McCoy Solar Project, such advancement shall be addressed in accordance with Section 12.2.2 of the GIP.
 - (g) In accordance with Article 5.12 of the LGIA, the Interconnection Customer and Participating TO shall execute any necessary supplemental agreements, as determined by the Participating TO, to effectuate and record such easement(s) which provides the Participating TO unrestricted 24 hour access to Participating TO's Interconnection Facilities located on the Interconnection Customer's side of the Point of Change of Ownership for construction, operation, and maintenance.
 - (h) This LGIA assumes, based on the Interconnection Customer's initial plans, that interconnection of the Second Sequence McCoy Station will coincide with the completion date of the Delivery Network Upgrades. However, under certain conditions, the Interconnection Customer may elect to interconnect the Second Sequence McCoy Station sooner than its initial plans and prior to the Delivery Network Upgrades completion date.

In the event the Interconnection Customer, with appropriate notice to Participating TO and the CAISO, elects to proceed with its Second Sequence McCoy Station, in addition to its First Sequence Genesis Station, prior to the planned in-service date of the Participating TO's Delivery Network Upgrades (specifically that portion of the Participating TO's Delivery Network Upgrades that is the second AA bank at Colorado River Substation), then Interconnection Customer may be responsible, as determined by the Participating TO and the CAISO, for advancing the capacitor bank (Capacitor Bank) at Colorado River Substation that is a planned reliability network upgrade for generator interconnections in the CAISO's Queue Cluster 2. Such determination will be made by the Participating TO and the CAISO at the time the Interconnection Customer notifies the Participating TO and the CAISO in accordance with Appendix B of this LGIA that it intends to proceed with connection of the Second Sequence McCoy Station prior to the Participating TO's Delivery Network Upgrades completion date. If the

Participating TO and the CAISO determine, based on the status of planned generator interconnections and associated upgrades at Colorado River Substation, that the Capacitor Bank at Colorado River Substation is required to accommodate the earlier Second Sequence McCoy Station in-service date, then the Interconnection Customer shall pay the Participating TO, unless otherwise provided for in Section 12.2 of the GIP, to advance the engineering, design, procurement and installation of the Capacitor Bank. The Participating TO will refund the cost of such work to the Interconnection Customer on the earlier of (i) the date the Capacitor Bank would have otherwise been installed to accommodate the subsequent generator interconnections; or (ii) the date that is determined in accordance with Article 11.4.1 of this LGIA. For information purposes, the Capacitor Bank has been identified in the Queue Cluster 2 Phase I Interconnection Study Report as one (1) 150 MVAR Capacitor Bank to be connected at the Colorado River Substation 500kV Bus, and is estimated to cost approximately \$26,604,000. The Capacitor Bank scope of work and cost estimate is subject to change based on the results of the Queue Cluster 2 Phase II Interconnection Study.

- 6. Compliance with Applicable Reliability Standards:** The Interconnection Customer shall comply with all Applicable Reliability Standards for its Interconnection Customer's Interconnection Facilities and the Genesis McCoy Solar Project. The Participating TO will not assume any responsibility for complying with mandatory reliability standards for such facilities and offers no opinion whether the Interconnection Customer must register with NERC. If required to register with NERC, the Interconnection Customer shall be responsible for complying with all Applicable Reliability Standards for its Interconnection Customer's Interconnection Facilities and the Genesis McCoy Solar Project up to the Point of Change of Ownership as described in Section 5 of Appendix A of this LGIA.
- 7. Interconnection Customer Ownership Structure:** The Parties acknowledge and agree that the Interconnection Customer may elect to structure the legal ownership of the entire Generating Facility referenced in this LGIA, known as the Genesis McCoy Solar Project, in order to divide its ownership into two separate legal entity owners so long as each entity owns one or more discrete Electric Generating Unit(s) and other physical components of the entire Generating Facility in a manner that is consistent with the "Recitals to Appendix A." Each of these legal entities, which are Affiliates as of the execution of this LGIA, but which are not required to be Affiliates, shall be an owner of the Interconnection Customer and shall own a pro-rata share of the Interconnection Customer in proportion to the amount of the entire Genesis McCoy Solar Project's electrical capacity that the Affiliate controls (each an "Affiliate Owner", jointly the "Affiliate Owners"). The Parties further acknowledge and agree that:

 - (i) the ownership structure of the Genesis McCoy Solar Project shall be detailed in the Interconnection Customer's limited liability company agreement (the "Operating Agreement") and the shared facilities agreement

(“Shared Facilities Agreement”) between the Interconnection Customer and the Affiliate Owners that shall contain the terms and conditions listed below in subsections (a) through (d) and which shall be subject to the approval of the Participating TO and the CAISO; and

- (ii) each of the Affiliate Owners of the Interconnection Customer shall be required to have executed an assignment and assumption agreement by which (a) Interconnection Customer assigns to each Affiliate Owner Interconnection Customer’s rights to Interconnection Service under this LGIA in respect of the Electric Generating Units owned and operated by or expected to be owned and operated by such Affiliate Owner and (b) each Affiliate Owner agrees, to the extent of the Electric Generating Units owned and operated by or expected to be owned and operated by such Affiliate Owner, to both (1) be bound by and subject to the obligations and responsibilities of the Interconnection Customer under this LGIA with respect to the rights to Interconnection Service assumed by such Affiliate Owner and (2) take such actions as may be required (or refrain from taking such action) to cause the Interconnection Customer to meet such obligations and responsibilities (such agreement to be referred to herein as the “Assignment Agreement”). The Assignment Agreement shall be in a form subject to approval of the CAISO and the Participating TO.
- (a) The number of Affiliate Owners in the Generating Facility shall not exceed the number of sequences or Electric Generating Units designated by the Interconnection Customer for purposes of Partial Termination.
 - (b) The Interconnection Customer shall serve as agent for its Affiliate Owners who receive the benefits and assume the obligations and responsibilities in connection with the Interconnection Customer’s rights to Interconnection Service under this LGIA; provided however, the Affiliate Owners are not parties to this LGIA and such benefits, obligations and responsibilities shall be derived solely by and through the Interconnection Customer. The Affiliate Owners shall receive the benefits of the Interconnection Customer’s rights to Interconnection Service and be subject to the Interconnection Customer’s obligations and responsibilities only to the extent of Interconnection Customer’s rights, obligations and responsibilities as are provided for under this LGIA, except to the extent that such rights, obligations and responsibilities may be limited, as provided in paragraph (c) below. Additionally, such rights, obligations and responsibilities shall exist only for such period of time as the Interconnection Customer is a Party to this LGIA. No provision in the Shared Facilities Agreement, the Operating Agreement or this LGIA shall operate or be construed so as to:
 - i. relieve the Interconnection Customer of its obligations to the Participating TO or the CAISO under this LGIA;
 - ii. require either the Participating TO or the CAISO to communicate directly with, or look to, Affiliate Owners with respect to the Interconnection Customer’s performance under this LGIA;

- iii. entitle the Affiliate Owners to receive any notice under the LGIA from the Participating TO or the CAISO; or,
 - iv. provide to the Affiliate Owners any rights or benefits, or subject it to any obligations or responsibilities under the LGIA other than by or through the Interconnection Customer, as provided in and as limited by this paragraph.
- (c) The Operating Agreement shall require each Affiliate Owner to contribute to the Interconnection Customer (i) its pro rata share of any and all amounts the Interconnection Customer is required to pay under the LGIA, including but not limited to, the Participating TO Interconnection Facilities Charge and any ancillary charges incurred directly from the Participating TO or CAISO and (ii) the amount of any NERC penalties incurred by Interconnection Customer as a result of the actions or omissions of such Affiliate Owner. In addition the Participating TO and the CAISO, as third party beneficiaries in connection with the LGIA, shall be granted certain rights to enforce those obligations as third party beneficiaries of the Shared Facilities Agreement that are intended for the benefit of the Participating TO and the CAISO as Parties to the LGIA.
- (d) In executing this LGIA, the Participating TO and CAISO grant their consent to the terms in the form of Assignment Agreement, Operating Agreement and Shared Facilities Agreement, provided the form of each such agreement remains substantially the same as those provided to the Participating TO and CAISO, and if such terms materially change, future approval by the Participating TO and CAISO shall not be unreasonably withheld, The Assignment Agreement, Operating Agreement and Shared Facilities Agreement shall be fully executed by the parties with thirty (30) Calendar Days of the Effective Date of this LGIA. The failure to execute such agreements by this date shall be considered a Breach under this LGIA.
- (e) Interconnection Customer shall agree not to amend or modify the Operating Agreement or the Shared Facilities Agreement in any material respect without the prior written consent of the Participating TO and CAISO, which consent shall not be unreasonably withheld.
- (f) The Shared Facilities Agreement shall require the Interconnection Customer to communicate with its Affiliate Owners in order to ensure that all requirements of this LGIA are performed by the Interconnection Customer. The Shared Facilities Agreement shall require further that each Affiliate Owner comply with the Interconnection Customer's instructions, in order to ensure that the Interconnection Customer complies with the provisions of this LGIA. No failure by an Affiliate Owner to comply with any instructions from the Interconnection Customer shall excuse the Interconnection Customer from performance of any of its obligations under this LGIA. The Shared Facilities Agreement shall provide that each Affiliate Owner has both the legal authority and the operational abilities to satisfy the obligations under the Shared Facilities Agreement.
- (g) The Interconnection Customer and each of the Affiliate Owners shall

agree in the Shared Facilities Agreement not to assign any claims of benefit, under that Shared Facilities Agreement, to any third party. However, each of the Interconnection Customer and the Affiliate Owners shall have the right to assign for collateral security purposes, for financing of the Genesis McCoy Solar Project, any of that Affiliate Owner's respective rights and obligations under the Shared Facilities Agreement, Assignment Agreement and the Operating Agreement.

8. Other's Participation in the Interim WOD Project:

The Parties acknowledge that:

- (a) The Interim WOD Project was developed to address deliverability constraints and provide up to 1050 MW of interim delivery capacity for the three generating facilities interconnecting to the CAISO Controlled Grid that were studied in the CAISO's Eastern Bulk System group study for the CAISO's transition cluster. These generating facilities are known as CAISO Queue Nos. 193 (the Generating Facility which is the subject of this LGIA), 294, and 421. The Interim WOD Project will allow certain phases of the three generating facilities to acquire Full Capacity Deliverability Status;
- (b) In January 2012, each of the three interconnection customers for the respective generating facilities in Queue Nos. 193, 294, and 421 was provided the opportunity to participate in the Interim WOD Project and enter into a letter agreement whereby each interconnection customer would agree to be responsible for its respective share of the costs for the Participating TO to undertake the expedited engineering, design, procurement, and construction of the Interim WOD Project;
- (c) While the Participating TO and the interconnection customers for Queue Nos. 294 and 421 negotiated in good faith over the terms and conditions of a letter agreement, only Interconnection Customer elected to enter into the letter agreement with the Participating TO. The letter agreement was accepted by FERC in Docket ER12-804-000 with an effective date of January 9, 2012 (the letter agreement is defined herein as the Interim WOD Project Letter Agreement);
- (d) The interconnection customers for Queue Nos. 294 and 421 have a limited option to participate in the Interim WOD Project and to acquire Full Capacity Deliverability Status for certain phases of their generating facilities (specifically, 500 MW for the generating facility having CAISO queue no. 294 and 49.5 MW for the generating facility having CAISO queue no. 421), as outlined in the CAISO statement of intent regarding the Interim WOD Project beneficiaries, dated December 23, 2011, which was filed at FERC in Docket ER12-804-000 on January 13, 2012.

Appendix D To LGIA

Security Arrangements Details

Infrastructure security of CAISO Controlled Grid equipment and operations and control hardware and software is essential to ensure day-to-day CAISO Controlled Grid reliability and operational security. FERC will expect the CAISO, all Participating TOs, market participants, and Interconnection Customers interconnected to the CAISO Controlled Grid to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

The Interconnection Customer shall meet the requirements for security implemented pursuant to the CAISO Tariff, including the CAISO's standards for information security posted on the CAISO's internet web site at the following internet address: <http://www.caiso.com/pubinfo/info-security/index.html>.

**Appendix E
To LGIA**

Commercial Operation Date

[This Appendix E sets forth a form of letter to be provided by the Interconnection Customer to the CAISO and Participating TO to provide formal notice of the Commercial Operation of an Electric Generating Unit.]

[Date]

Mr. Robert Kott
Manager, Model and Contract Implementation
California Independent System Operator Corporation
250 Outcropping Way
Folsom, CA 95630

Mr. William Law
Manager, Grid Contracts Management
Southern California Edison Company
P. O. Box 800
2244 Walnut Grove Avenue
Rosemead, California 91770

Re: _____ Electric Generating Unit

Dear Messrs. Kott, and Law:

On **[Date]** NextEra Desert Center Blythe, LLC has completed Trial Operation of Unit No. _____. This letter confirms that NextEra Desert Center Blythe, LLC commenced Commercial Operation of Unit No. _____ at the Electric Generating Unit, effective as of **[Date plus one day]** and that NextEra Desert Center Blythe, LLC provided the CAISO's operations personnel advance notice of its intended Commercial Operation Date no less than five (5) Business Days prior to that date.

Thank you.

[Signature]

[NextEra Desert Center Blythe, LLC Representative]

cc: ISO Queue Management

**Appendix F
To LGIA**

Addresses for Delivery of Notices and Billings

Notices:

General Notices:

CAISO	Participating TO	Interconnection Customer
Regulatory Contracts 250 Outcropping Way Folsom, CA 95630	Manager, Grid Contracts Management P. O. Box 600 Rosemead, CA 91770	Matt Schafer Vice President Business Management 700 Universe Blvd. Juno Beach, FL 33408

2. Operating Communications and Notifications:

The CAISO, Participating TO and the Interconnection Customer shall provide for operating communications through their respective designated representatives as follows:

The Parties agree to exchange the following information ten (10) Calendar Days prior to the Initial Synchronization Date:

CAISO	Participating TO	Interconnection Customer [Customer Name]
CAISO Real Time Desk/24 Hour Telephone:	Grid Control Center/24 Hour Telephone:	Operator Name and/or Title: Control Room Operator 24 Hour Telephone:
Alternate Phone:		Operation Center Fax. No.: E-mail:

3. Operational Matters, Force Majeure, and Outage Notices:

CAISO	Participating TO	Interconnection Customer
Name: Phone:	Name/Title: Phone:	Name/Title: Phone:

4. For Emergencies:

CAISO	Participating TO	Interconnection Customer
Name:	Name/Title:	Name/Title:

Phone:	Phone:	Phone:
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5. Billing and Payments:

CAISO	Participating TO	Interconnection Customer
Finance Dept. Mr. Dennis Estrada 250 Outcropping Way Folsom, CA 95630	Manager, Grid Contracts Management P. O. Box 600 Rosemead, CA 91770	Matt Schafer Vice President Business Management 700 Universe Blvd. Juno Beach, FL 33408

6. Alternate Forms of Delivery of Notices (telephone, facsimile or e-mail):

CAISO	Participating TO	Interconnection Customer
RegulatoryContracts@caiso.com QueueManagement@caiso.com	Manager, Grid Contracts Management Tel: (626) 302-9640 Fax: (626) 302-1152	Sunanda Behara Director Business Management 700 Universe Blvd. Juno Beach, FL 33408 Phone: 561-304-5162 Email: Sunanda.Behara@nee.com

**Appendix G
To LGIA**

**Interconnection Customer's Proportional Share of Costs of Network Upgrades for
Applicable Project Group**

Type	Upgrades	Needed For	Cost factor	Cost Share (\$1000)
Delivery	West of Devers 220kV upgrades: Reconductoring four 230kV lines of West of Devers.	Normal and contingency overload	21.35%	\$94,297
Delivery	Expand Colorado River (CR) Substation: add the second 500/220 AA transformer banks, rated at 1120 MVA as normal rating.	Normal overload on the first Colorado River 500/230 kV transformer	30.30%	\$14,673
Reliability	Expand Colorado River (CR) Substation: Build CR 500/220 kV Substation with a new 500/220 AA transformer banks, rated at 1120 MVA as normal rating.	Interconnect the new generators at Colorado River 230 kV bus	30.30%	\$18,660
Reliability	Loop-in the Red Bluff (RB) 500/220 kV Substation into the Colorado - Devers 500 kV #2 line	To balance power flow on DPV 1 and DPV 2 lines	23.26%	\$7,505
Reliability	Replace the line raiser on Mira Loma – Vista 220 kV #2 line to 3500amps or higher	Emergency overload in off-peak reliability study	22.73%	\$26
Reliability	Develop a SPS to trip 1400MW TC2 generation to mitigate dynamic voltage violations under the N-2 of Devers – RedBluff No.1 and No.2 500 kV lines.	Dynamic voltage violation under N-2 contingency	23.26%	\$187
Reliability	Develop a SPS to trip 500 MW TC2 generation at the Colorado River 500/220 kV substation to mitigate the overload by on one AA bank for the loss of another AA bank (T-1 contingency)	Emergency overload	30.30%	\$1,147
Plan of Service Reliability Network Upgrade	Substation, Power System Control	Direct Assigned Network upgrades needed to enable interconnection.	100.00%	\$3,168
			Total:	\$139,663

Note: The amounts shown above are in nominal dollars.

Appendix H To LGIA

INTERCONNECTION REQUIREMENTS FOR AN ASYNCHRONOUS GENERATING FACILITY

Appendix H sets forth interconnection requirements specific to all Asynchronous Generating Facilities. Existing individual generating units of an Asynchronous Generating Facility that are, or have been, interconnected to the CAISO Controlled Grid at the same location are exempt from the requirements of this Appendix H for the remaining life of the existing generating unit. Generating units that are replaced, however, shall meet the requirements of this Appendix H.

A. Technical Requirements Applicable to Asynchronous Generating Facilities

i. Low Voltage Ride-Through (LVRT) Capability

An Asynchronous Generating Facility shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the requirements below.

1. An Asynchronous Generating Facility shall remain online for the voltage disturbance caused by any fault on the transmission grid, or within the Asynchronous Generating Facility between the Point of Interconnection and the high voltage terminals of the Asynchronous Generating Facility's step up transformer, having a duration equal to the lesser of the normal three-phase fault clearing time (4-9 cycles) or one-hundred fifty (150) milliseconds, plus any subsequent post-fault voltage recovery to the final steady-state post-fault voltage unless clearing the fault effectively disconnects the generator from the system. Clearing time shall be based on the maximum normal clearing time associated with any three-phase fault location that reduces the voltage at the Asynchronous Generating Facility's Point of Interconnection to 0.2 per-unit of nominal voltage or less, independent of any fault current contribution from the Asynchronous Generating Facility.
2. An Asynchronous Generating Facility shall remain online for any voltage disturbance caused by a single-phase fault on the transmission grid, or within the Asynchronous Generating Facility between the Point of Interconnection and the high voltage terminals of the Asynchronous Generating Facility's step up transformer, with delayed clearing, plus any subsequent post-fault voltage recovery to the final steady-state post-fault voltage unless clearing the fault effectively disconnects the generator from the system. Clearing time shall be based on the maximum backup clearing time associated with a single point of failure (protection or breaker failure) for any single-phase fault location that

- reduces any phase-to-ground or phase-to-phase voltage at the Asynchronous Generating Facility's Point of Interconnection to 0.2 per-unit of nominal voltage or less, independent of any fault current contribution from the Asynchronous Generating Facility.
3. Remaining on-line shall be defined as continuous connection between the Point of Interconnection and the Asynchronous Generating Facility's units, without any mechanical isolation. Asynchronous Generating Facilities may cease to inject current into the transmission grid during a fault.
 4. The Asynchronous Generating Facility is not required to remain on line during multi-phased faults exceeding the duration described in Section A.i.1 of this Appendix H or single-phase faults exceeding the duration described in Section A.i.2 of this Appendix H.
 5. The requirements of this Section A.i. of this Appendix H do not apply to faults that occur between the Asynchronous Generating Facility's terminals and the high side of the step-up transformer to the high-voltage transmission system.
 6. Asynchronous Generating Facilities may be tripped after the fault period if this action is intended as part of a special protection system.
 7. Asynchronous Generating Facilities may meet the requirements of this Section A.i of this Appendix H through the performance of the generating units or by installing additional equipment within the Asynchronous Generating Facility, or by a combination of generating unit performance and additional equipment.
 8. The provisions of this Section A.i of this Appendix H apply only if the voltage at the Point of Interconnection has remained within the range of 0.9 and 1.10 per-unit of nominal voltage for the preceding two seconds, excluding any sub-cycle transient deviations.

The requirements of this Section A.i in this Appendix H shall not apply to any Asynchronous Generating Facility that can demonstrate to the CAISO a binding commitment, as of July 3, 2010, to purchase inverters for thirty (30) percent or more of the Generating Facility's maximum Generating Facility Capacity that are incapable of complying with the requirements of this Section A.i in this Appendix H. The Interconnection Customer must include a statement from the inverter manufacturer confirming the inability to comply with this requirement in addition to any information requested by the CAISO to determine the applicability of this exemption.

ii. Frequency Disturbance Ride-Through Capability

An Asynchronous Generating Facility shall comply with the off nominal frequency requirements set forth in the WECC Under Frequency Load Shedding Relay Application Guide or successor requirements as they may be amended from time to time.

iii. Power Factor Design Criteria(Reactive Power)

An Asynchronous Generating Facility shall operate within a power factor within the range of 0.95 leading to 0.95 lagging, measured at the Point of Interconnection as defined in this LGIA in order to maintain a specified voltage schedule, if the Phase II Interconnection Study shows that such a requirement is necessary to ensure safety or reliability. The power factor range standard can be met by using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors, or a combination of the two, if agreed to by the Participating TO and CAISO. The Interconnection Customer shall not disable power factor equipment while the Asynchronous Generating Facility is in operation. Asynchronous Generating Facilities shall also be able to provide sufficient dynamic voltage support in lieu of the power system stabilizer and automatic voltage regulation at the generator excitation system if the Phase II Interconnection Study shows this to be required for system safety or reliability.

iv. Supervisory Control and Data Acquisition (SCADA) Capability

An Asynchronous Generating Facility shall provide SCADA capability to transmit data and receive instructions from the Participating TO and CAISO to protect system reliability. The Participating TO and CAISO and the Asynchronous Generating Facility Interconnection Customer shall determine what SCADA information is essential for the proposed Asynchronous Generating Facility, taking into account the size of the plant and its characteristics, location, and importance in maintaining generation resource adequacy and transmission system reliability.

v. Power System Stabilizers (PSS)

Power system stabilizers are not required for Asynchronous Generating Facilities.

Attachment C – Marked Amended LGIA

NextEra Desert Center LGIA

California Independent System Operator Corporation

October 8, 2013

**LARGE GENERATOR INTERCONNECTION AGREEMENT (LGIA)
AMONG**

NEXTERA DESERT CENTER BLYTHE, LLC

AND

SOUTHERN CALIFORNIA EDISON COMPANY

AND

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION

(Genesis McCoy Solar Project – [CAISO Queue Position#193](#))

Tariff Record Proposed Effective Date: [08/25/11/01/2013](#)

Version Number: [02.0.0](#)

Option Code: A

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LARGE GENERATOR INTERCONNECTION AGREEMENT

NEXTERA DESERT CENTER BLYTHE, LLC

SOUTHERN CALIFORNIA EDISON COMPANY

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION

THIS LARGE GENERATOR INTERCONNECTION AGREEMENT (“LGIA”) is made and entered into this 12th day of 20, August 2011, by and among **NextEra Desert Center Blythe, LLC**, a limited liability company organized and existing under the laws of the State/Commonwealth of Delaware ("Interconnection Customer" with a Large Generating Facility), **Southern California Edison Company**, a corporation organized and existing under the laws of the State of California (“Participating TO”), and **California Independent System Operator Corporation**, a California nonprofit public benefit corporation organized and existing under the laws of the State of California (“CAISO”). Interconnection Customer, Participating TO, and CAISO each may be referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, CAISO exercises Operational Control over the CAISO Controlled Grid; and

WHEREAS, the Participating TO owns, operates, and maintains the Participating TO's Transmission System; and

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified as a Large Generating Facility in Appendix C to this LGIA; and

WHEREAS, Interconnection Customer, Participating TO, and CAISO have agreed to enter into this LGIA for the purpose of interconnecting the Large Generating Facility with the Participating TO's Transmission System;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

When used in this LGIA, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used.

ARTICLE 1. DEFINITIONS

Abandoned Plant Approval shall mean a FERC final order, not subject to rehearing or appeal, unconditionally granting the Participating TO's request for a declaratory order that the Participating TO can recover 100% of its prudently incurred costs for the Network Upgrades if such facilities are abandoned due to circumstances outside of the Participating TO's control.

Adverse System Impact shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety and reliability of the electric system.

Affected System shall mean an electric system other than the CAISO Controlled Grid that may be affected by the proposed interconnection, including the Participating TO's electric system that is not part of the CAISO Controlled Grid.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Applicable Reliability Council shall mean the Western Electricity Coordinating Council or its successor.

Applicable Reliability Standards shall mean the requirements and guidelines of NERC, the Applicable Reliability Council, and the Balancing Authority Area of the Participating TO's Transmission System to which the Generating Facility is directly connected, including requirements adopted pursuant to Section 215 of the Federal Power Act.

Asynchronous Generating Facility shall mean an induction, doubly-fed, or electronic power generating unit(s) that produces 60 Hz (nominal) alternating current.

Balancing Authority shall mean the responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports Interconnection frequency in real time.

Balancing Authority Area shall mean the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.

Base Case shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies.

Breach shall mean the failure of a Party to perform or observe any material term or condition of this LGIA.

Breaching Party shall mean a Party that is in Breach of this LGIA.

Business Day shall mean Monday through Friday, excluding federal holidays and the day after Thanksgiving Day.

CAISO Controlled Grid shall mean the system of transmission lines and associated facilities of the parties to the Transmission Control Agreement that have been placed under the CAISO's Operational Control.

CAISO Tariff shall mean the CAISO's tariff, as filed with FERC, and as amended or supplemented from time to time, or any successor tariff.

Calendar Day shall mean any day including Saturday, Sunday or a federal holiday.

Commercial Operation shall mean the status of an Electric Generating Unit or project phase at a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date of an Electric Generating Unit or project phase shall mean the date on which the Electric Generating Unit or project phase at the Generating Facility commences Commercial Operation as agreed to by the applicable Participating TO, the CAISO, and the Interconnection Customer pursuant to Appendix E to this LGIA, and in accordance with the implementation plan agreed to by the Participating TO and the CAISO for multiple individual Electric Generating Units or project phases at a Generating Facility where an Interconnection Customer intends to establish separate Commercial Operation Dates for those Electric Generating Units or project phases.

Confidential Information shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise, subject to Article 22.1.2.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of this LGIA.

Distribution System shall mean those non-CAISO-controlled transmission and distribution facilities owned by the Participating TO.

Distribution Upgrades shall mean the additions, modifications, and upgrades to the Participating TO's Distribution System. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which this LGIA becomes effective upon execution by all Parties subject to acceptance by FERC, or if filed unexecuted, upon the date specified by FERC.

Electric Generating Unit shall mean an individual electric generator and its associated plant and apparatus whose electrical output is capable of being separately identified and metered.

Emergency Condition shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the CAISO, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the CAISO Controlled Grid or the electric systems of others to which the CAISO Controlled Grid is directly connected; (3) that, in the case of the Participating TO, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Participating TO's Transmission System, Participating TO's Interconnection Facilities, Distribution System, or the electric systems of others to which the Participating TO's electric system is directly connected; or (4) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided, that Interconnection Customer is not obligated by this LGIA to possess black start capability.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

FERC shall mean the Federal Energy Regulatory Commission or its successor.

Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Generating Facility shall mean the Interconnection Customer's Electric Generating Unit(s) used for the production of electricity identified in the Interconnection Customer's Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple energy production devices.

Generator Interconnection Procedures (GIP) shall mean the CAISO protocol that sets forth the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility ~~or Small Generating Facility~~ that is included in CAISO Tariff Appendix Y.

Generator Interconnection Study Process Agreement shall mean the agreement between the Interconnection Customer and the CAISO for the conduct of the Interconnection Studies.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be any one of a number of the optimum practices, methods, or acts to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority shall mean any federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, CAISO, Participating TO, or any Affiliate thereof.

Governing Independent Study Process Interconnection Studies shall mean the engineering study(ies) conducted or caused to be performed by the CAISO, in coordination with the applicable Participating TO(s), that evaluates the impact of the proposed interconnection on the safety and reliability of the Participating TO's Transmission System and, if applicable, an Affected System, which shall consist primarily of a Facilities Study as described in Section 4.5 of the Generation Interconnection Procedures or a System Impact Study as described in Section 4.4 of the Generation Interconnection Procedures.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

Initial Synchronization Date shall mean the date upon which an Electric Generating Unit is initially synchronized and upon which Trial Operation begins.

In-Service Date shall mean the date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Participating TO’s Interconnection Facilities to obtain back feed power.

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of this LGIA, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Participating TO’s Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the Participating TO’s Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Participating TO’s Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Financial Security shall mean any of the financial instruments listed in Section 9.1 of the GIP that are posted by an Interconnection Customer.

Interconnection Handbook shall mean a handbook, developed by the Participating TO and posted on the Participating TO’s web site or otherwise made available by the Participating TO, describing technical and operational requirements for wholesale generators and loads connected to the Participating TO's portion of the CAISO Controlled Grid, as such handbook may be modified or superseded from time to time. Participating TO's standards contained in the Interconnection Handbook shall be deemed consistent with Good Utility Practice and Applicable Reliability Standards. In the event of a conflict between the terms of this LGIA and the terms of the Participating TO's Interconnection Handbook, the terms in this LGIA shall apply.

Interconnection Request shall mean a request, in the form of Appendix 1 to the Generator Interconnection Procedures, in accordance with the CAISO Tariff.

Interconnection Service shall mean the service provided by the Participating TO and CAISO associated with interconnecting the Interconnection Customer's Generating Facility to the Participating TO's Transmission System and enabling the CAISO Controlled Grid to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of this LGIA, the Participating TO's Transmission Owner Tariff, and the CAISO Tariff.

Interconnection Study shall mean

- (i) For Interconnection Requests processed under the cluster study process described in the Generator Interconnection Procedures, either of the following studies: the Phase I Interconnection Study or the Phase II Interconnection Study conducted or caused to be performed by the CAISO, in coordination with the applicable Participating TO(s), pursuant to the Generator Interconnection Procedures;
- (ii) For Interconnection Requests processed under the Independent Study Process described in the Generator Interconnection Procedures, the governing study(ies) conducted or caused to be performed by the CAISO, in coordination with the applicable Participating TO(s), pursuant to the Generator Interconnection Procedures, which shall consist primarily of a Facilities Study as described in Section 4.5 of the GIP or a System Impact Study as described in Section 4.4 of the GIP.

IRS shall mean the Internal Revenue Service.

Large Generating Facility shall mean a Generating Facility having a Generating Facility Capacity of more than 20 MW.

Loss shall mean any and all damages, losses, and claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties.

Material Modification shall mean those modifications that have a material impact on the cost or timing of any Interconnection Request or any other valid interconnection request with a later queue priority date.

Metering Equipment shall mean all metering equipment installed or to be installed for measuring the output of the Generating Facility pursuant to this LGIA at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

NERC shall mean the North American Electric Reliability Corporation or its successor organization.

Network Upgrades shall be Participating TO's Delivery Network Upgrades and Participating TO's Reliability Network Upgrades.

Operational Control shall mean the rights of the CAISO under the Transmission Control Agreement and the CAISO Tariff to direct the parties to the Transmission Control Agreement how to operate their transmission lines and facilities and other electric plant affecting the reliability of those lines and facilities for the purpose of affording comparable non-discriminatory transmission access and meeting applicable reliability criteria.

Partial Termination shall refer to termination of this LGIA as described in Article 2.4.4 where i) this LGIA shall be terminated under Article 2.4.4 only with respect to one or more Electric Generating Units of a Phased Generating Facility; ii) this LGIA shall continue to remain in force and effect with respect to the first Electric Generating Unit to be placed into service and any subsequent Electric Generating Units of the Phased Generating Facility that are not the subject of the Partial Termination, and iii) no disconnection shall occur with respect to the sequence or Electric Generating Units within the Phased Generating Facility that are not terminated.

Partial Termination Charge shall mean that sum paid by the Interconnection Customer upon Partial Termination as provided for in Article 2.4.4.

Partial Termination Charge Security shall mean a form of security, issued in favor of the CAISO, naming the CAISO as the beneficiary for an amount equal to the maximum Partial Termination Charge that may become payable upon Partial Termination as provided for in Article 2.4.4. The Partial Termination Charge Security shall be in a form determined to be acceptable by the CAISO, of the type listed in CAISO GIP (CAISO Tariff Appendix Y) Section 9.1 (a) – (f), but which security shall be held in favor of the CAISO. Partial Termination Charge Security is separate and distinct from the Interconnection Financial Security.

Participating TO's Delivery Network Upgrades shall mean the additions, modifications, and upgrades to the Participating TO's Transmission System at or beyond the Point of Interconnection, other than Reliability Network Upgrades, identified in the Interconnection Studies, as identified in Appendix A, to relieve constraints on the CAISO Controlled Grid.

Participating TO's Interconnection Facilities shall mean all facilities and equipment owned, controlled or operated by the Participating TO from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to this LGIA, including any modifications, additions or upgrades to such facilities and equipment. Participating TO's Interconnection Facilities are sole use facilities and shall

not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Participating TO's Reliability Network Upgrades shall mean the additions, modifications, and upgrades to the Participating TO's Transmission System at or beyond the Point of Interconnection, identified in the Interconnection Studies, as identified in Appendix A, necessary to interconnect the Large Generating Facility safely and reliably to the Participating TO's Transmission System, which would not have been necessary but for the interconnection of the Large Generating Facility, including additions, modifications, and upgrades necessary to remedy short circuit or stability problems resulting from the interconnection of the Large Generating Facility to the Participating TO's Transmission System. Participating TO's Reliability Network Upgrades also include, consistent with Applicable Reliability Standards and Applicable Reliability Council practice, the Participating TO's facilities necessary to mitigate any adverse impact the Large Generating Facility's interconnection may have on a path's Applicable Reliability Council rating. Participating TO's Reliability Network Upgrades do not include any Participating TO's Delivery Network Upgrades.

Participating TO's Transmission System shall mean the facilities owned and operated by the Participating TO and that have been placed under the CAISO's Operational Control, which facilities form part of the CAISO Controlled Grid.

Party or Parties shall mean the Participating TO, CAISO, Interconnection Customer or the applicable combination of the above.

Phase I Interconnection Study shall mean the engineering study conducted or caused to be performed by the CAISO, in coordination with the applicable Participating TO(s), that evaluates the impact of the proposed interconnection on the safety and reliability of the Participating TO's Transmission System and, if applicable, an Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility(ies) were interconnected without identified project modifications or system modifications, as provided in the On-Peak Deliverability Assessment (as defined in the CAISO Tariff), and other potential impacts, including but not limited to those identified in the Scoping Meeting as described in the ~~Large~~ Generator Interconnection Procedures. The study will also identify the approximate total costs, based on per unit costs, of mitigating these impacts, along with an equitable allocation of those costs to Interconnection Customers for their individual Generating Facilities.

Phase II Interconnection Study shall mean an engineering and operational study conducted or caused to be performed by the CAISO once per calendar year, in coordination with the applicable Participating TO(s), to determine the Point of Interconnection and a list of facilities (including the Participating TO's Interconnection Facilities, Network Upgrades, Distribution Upgrades, and Stand Alone Network Upgrades), the cost of those facilities, and the time required to interconnect the Generating Facility(ies) with the Participating TO's Transmission System.

Phased Generating Facility shall mean a Generating Facility that is structured to be completed and to achieve Commercial Operation in two or more successive sequences that are specified in this LGIA, such that each sequence comprises a portion of the total megawatt generation capacity of the entire Generating Facility.

Point of Change of Ownership shall mean the point, as set forth in Appendix A to this LGIA, where the Interconnection Customer's Interconnection Facilities connect to the Participating TO's Interconnection Facilities.

Point of Interconnection shall mean the point, as set forth in Appendix A to this LGIA, where the Interconnection Facilities connect to the Participating TO's Transmission System.

QF PGA shall mean a Qualifying Facility Participating Generator Agreement specifying the special provisions for the operating relationship between a Qualifying Facility and the CAISO, a pro forma version of which is set forth in Appendix B.3 of the CAISO Tariff.

Qualifying Facility shall mean a qualifying cogeneration facility or qualifying small power production facility, as defined in the Code of Federal Regulations, Title 18, Part 292 (18 C.F.R. §292).

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under this LGIA, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Scoping Meeting shall mean the meeting among representatives of the Interconnection Customer, the Participating TO(s), other Affected Systems, and the CAISO conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

Stand Alone Network Upgrades shall mean Network Upgrades that the Interconnection Customer may construct without affecting day-to-day operations of the CAISO Controlled Grid or Affected Systems during their construction. The Participating TO, the CAISO, and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to this LGIA.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, that protects (1) the Participating TO's Transmission System, Participating TO's Interconnection Facilities, CAISO Controlled Grid, and Affected Systems from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the CAISO Controlled Grid, Participating TO's

Interconnection Facilities, and Affected Systems or on other delivery systems or other generating systems to which the CAISO Controlled Grid is directly connected.

Transmission Control Agreement shall mean CAISO FERC Electric Tariff No. 7.

Transmission Revenue Balancing Account shall have the meaning set forth in Appendix A of the CAISO Tariff.

Trial Operation shall mean the period during which the Interconnection Customer is engaged in on-site test operations and commissioning of an Electric Generating Unit prior to Commercial Operation.

ARTICLE 2. EFFECTIVE DATE, TERM AND TERMINATION

2.1 Effective Date. This LGIA shall become effective upon execution by all Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC. The CAISO and Participating TO shall promptly file this LGIA with FERC upon execution in accordance with Article 3.1, if required.

2.2 Term of Agreement. Subject to the provisions of Article 2.3, this LGIA shall remain in effect for a period of thirty (30) years from the Effective Date and shall be automatically renewed for each successive one-year period thereafter.

2.3 Termination Procedures.

2.3.1 Written Notice. This LGIA may be terminated by the Interconnection Customer after giving the CAISO and the Participating TO ninety (90) Calendar Days advance written notice, or by the CAISO and the Participating TO notifying FERC after the Generating Facility permanently ceases Commercial Operation.

2.3.2 Default. A Party may terminate this LGIA in accordance with Article 17.

2.3.3 Suspension of Work. This LGIA may be deemed terminated in accordance with Article 5.16.

2.3.4 Notwithstanding Articles 2.3.1, 2.3.2, and 2.3.3, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with FERC of a notice of termination of this LGIA (if applicable), which notice has been accepted for filing by FERC, and the Interconnection Customer has fulfilled its termination cost obligations under Article 2.4.

2.3.5 Partial Termination. The Parties have included within this LGIA a provision for Partial Termination of this LGIA, the terms of which are set

forth in Article 2.4.4. Notwithstanding any other term of this LGIA, Partial Termination shall be determined to have occurred in any and all circumstances where (i) one or more sequences or Electric Generating Units for which the Interconnection Customer has secured Partial Termination eligibility are terminated, (ii) this LGIA has not been terminated in its entirety and (iii) all sequences or Electric Generating Units have not been disconnected pursuant to Article 2.5.

- 2.4 Termination Costs.** Immediately upon the other Parties' receipt of a notice of the termination of this LGIA pursuant to Article 2.3 above, the CAISO and the Participating TO will determine the total cost responsibility of the Interconnection Customer. If, as of the date of the other Parties' receipt of the notice of termination, the Interconnection Customer has not already paid its share of Network Upgrade costs, as set forth in Appendix G to this LGIA, the Participating TO will liquidate the Interconnection Customer's Interconnection Financial Security associated with its cost responsibility for Network Upgrades, in accordance with Section 9.4 of the GIP.

The Interconnection Customer will also be responsible for all costs incurred or irrevocably committed to be incurred in association with the construction of the Participating TO's Interconnection Facilities (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) and other such expenses, including any Distribution Upgrades for which the Participating TO or CAISO has incurred expenses or has irrevocably committed to incur expenses and has not been reimbursed by the Interconnection Customer, as of the date of the other Parties' receipt of the notice of termination, subject to the limitations set forth in this Article 2.4. However, to the extent that the costs of the Participating TO's Network Upgrades have received Abandoned Plant Approval, the Interconnection Customer shall not be responsible for those termination charges. Nothing in this Article 2.4 shall limit the Parties' rights under Article 17. If, as of the date of the other Parties' receipt of the notice of termination, the Interconnection Customer has not already reimbursed the Participating TO and the CAISO for costs incurred to construct the Participating TO's Interconnection Facilities, the Participating TO will liquidate the Interconnection Customer's Interconnection Financial Security associated with the construction of the Participating TO's Interconnection Facilities, in accordance with Section 9.4 of the GIP. If the amount of the Interconnection Financial Security liquidated by the Participating TO under this Article 2.4 is insufficient to compensate the CAISO and the Participating TO for actual costs associated with the construction of the Participating TO's Interconnection Facilities contemplated in this Article, any additional amounts will be the responsibility of the Interconnection Customer, subject to the provisions of Section 9.4 of the GIP. Any such additional amounts due from the Interconnection Customer beyond the amounts covered by its Interconnection Financial Security will be due to the Participating TO immediately upon termination of this LGIA in accordance with Section 9.4 of the GIP.

If the amount of the Interconnection Financial Security exceeds the Interconnection Customer's cost responsibility under Section 9.4 of the GIP, any excess amount will be released to the Interconnection Customer in accordance with Section 9.4 of the GIP.

(a) *Interrelationship of Abandoned Plant Approval and Termination Costs.* As the Participating TO has been granted Abandoned Plant Approval, the Interconnection Customer shall not be responsible for any termination costs for the Network Upgrades that SCE will upfront finance. The Parties acknowledge and agree that the Partial Termination Charge does not apply in situations of termination of this LGIA in its entirety, and no reduction of the Partial Termination Charge shall be made by reason of Abandoned Plant Approval.

(b) *Interrelationship of Termination of the Entire LGIA under Article 2.4 and Partial Termination under 2.4.4.* Nothing in this Article 2.4 shall limit the operation of those provisions pertaining to Partial Termination or the Partial Termination Charge contained in Article 2.4.4. In the event of Partial Termination, the provisions of Article 2.4 shall govern.

2.4.1 Notwithstanding the foregoing, in the event of termination by a Party, all Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. With respect to any portion of the Participating TO's Interconnection Facilities that have not yet been constructed or installed, the Participating TO shall to the extent possible and with the Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event the Interconnection Customer elects not to authorize such cancellation, the Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and the Participating TO shall deliver such material and equipment, and, if necessary, assign such contracts, to the Interconnection Customer as soon as practicable, at the Interconnection Customer's expense. To the extent that the Interconnection Customer has already paid the Participating TO for any or all such costs of materials or equipment not taken by the Interconnection Customer, the Participating TO shall promptly refund such amounts to the Interconnection Customer, less any costs, including penalties, incurred by the Participating TO to cancel any pending orders of or return such materials, equipment, or contracts.

- 2.4.2** The Participating TO may, at its option, retain any portion of such materials, equipment, or facilities that the Interconnection Customer chooses not to accept delivery of, in which case the Participating TO shall be responsible for all costs associated with procuring such materials, equipment, or facilities.
- 2.4.3** With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this LGIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.
- 2.4.4 Partial Termination.** The Parties agree that this LGIA shall provide for Partial Termination on the terms and conditions of this Article 2.4.4. This Article 2.4.4 shall apply only in the event of Partial Termination and shall not apply if this LGIA is terminated with respect to the entire Generating Facility. Partial Termination shall be deemed to have occurred, and the terms of this Article 2.4.4 shall apply in any and all situations of termination under this LGIA where the LGIA is not terminated in its entirety with the corresponding disconnection of all Electric Generating Units or sequences of the Generating Facility that are the subject of this LGIA; provided, however, that Partial Termination may occur only with respect to those Electric Generating Units for which the Interconnection Customer has previously provided Partial Termination Charge Security, such that no Partial Termination of an Electric Generating Unit may occur for which the Partial Termination right has not been secured.
- 2.4.4.1** Except as set forth in Appendix A, Section 14, Table 2B, in the event of Partial Termination, the Interconnection Customer shall pay a Partial Termination Charge. The Partial Termination Charge shall be payable to the CAISO and shall be secured by the Partial Termination Charge Security. The Partial Termination Charge Security shall correspond to the Partial Termination Charge which shall be an amount equal to the product of ten percent (10%) of the dollar amount of the Interconnection Customer's cost responsibility for the Network Upgrades in the absence of Participating TO upfront funding for the entire Phased Generating Facility times (multiplied by) the ratio of the megawatt capacity of the portion of the Phased Generating Facility that is terminated to the megawatt capacity of the entire Phased Generating Facility. The following specific items related to Partial Termination are set forth in Appendix A, Section 12: the amount of the Partial Termination Charge and Partial Termination Charge Security; the timing for posting of the security, and the details for reduction of the security for Electric Generating Units that achieve Commercial Operation prior to Partial Termination.

- 2.4.4.2** Partial Termination may be exercised following the delivery of the Partial Termination Charge Security for the Electric Generating Units for which the Interconnection Customer has elected to make the Partial Termination available either: (i) at the option of the Interconnection Customer, exercisable in its sole discretion; or, (ii) upon notice at the mutual discretion of the Participating TO's and the CAISO, (a) upon failure of the Interconnection Customer to achieve Commercial Operation of such Electric Generating Units within the time period specified in Appendix A , Section 12(d), or (b) upon the failure of the Interconnection Customer to meet any of the milestones set forth in Appendix A, subject to the terms and conditions of Appendix A, Section 14(d). The notice referenced in this Article 2.4.4.2 may run concurrently with any other notice provided by the Party under this LGIA (including notices pertaining to Default, or failure to meet milestones relating to decision points) and shall not provide the noticed Parties with any additional period of time for cure in such other notices.
- 2.4.4.3** Upon written notice by either (i) the Interconnection Customer to the other Parties; or (ii) the Participating TO and the CAISO to the Interconnection Customer; that the noticing Party has invoked Partial Termination, the Partial Termination Charge shall become immediately due and owing, and the CAISO shall liquidate the Partial Termination Charge Security for collection of the applicable Partial Termination Charge, and apply such Partial Termination Charge funds as specified in Section 2.4.4.5.
- 2.4.4.4** Upon Partial Termination, the Parties shall amend this LGIA to remove from this LGIA the terms and conditions specifying continuing rights and obligations of the Parties with respect to the applicable Electric Generating Unit(s) of the Phased Generating Facility which have been the subject of the Partial Termination, and to specify the continuing rights and obligations of the Parties with respect to the Electric Generating Units which remain the subject of the LGIA. The amended LGIA shall reflect that the Parties have partially terminated the LGIA as to the terminated Electric Generating Unit(s), but not as to any provisions relevant to the Electric Generating Unit(s) for which Partial Termination has not been exercised. The amended LGIA shall further reflect the lower generation capacity of the Generating Facility in its new condition following Partial Termination, and, to the extent that the interconnection configuration that has been modified as a result of the Partial Termination, shall set forth the modified configuration in the amended and restated Appendices to this LGIA.
- 2.4.4.5** After written notice of Partial Termination under Article 2.4.4.5, and the expiration of any opportunity to cure relating to any concurrent notices (such as notices of Default or notices relating to milestones and decision

points) the CAISO shall cause the Partial Termination Charge funds to be applied and disbursed in such a manner as to cause a credit toward the Transmission Revenue Balancing Account ("TRBA") of the Participating TO. The Parties agree to cooperate and execute such agreements and undertake such actions as may be necessary to apply the funds to credit this account.

2.4.4.6 If this LGIA is terminated in its entirety prior to any event of Partial Termination, then any Partial Termination Charge Security which was provided to the CAISO prior to the Partial Termination shall be returned to the Interconnection Customer. The Parties acknowledge that there could be a situation where the LGIA was partially terminated in one transaction, followed by a termination of the entire LGIA in a subsequent transaction, in that event, the amount of Partial Termination Charge Security associated with such previous Partial Termination shall not be returned to the Interconnection Customer.

2.4.4.7 In the event of Partial Termination, the Partial Termination Charge and application of such charge as a credit to the Participating TO's TRBA shall serve as the recourse of the CAISO and the Participating TO for any costs associated with the Network Upgrades that are the subject of upfront financing by the Participating TO as described in this LGIA, and the Interconnection Customer shall not be responsible for payment to the CAISO or the Participating TO for any further costs, charges or expenses attributable to the Network Upgrades that the Participating TO is obligated to finance as described in this LGIA by virtue of its commitment to provide upfront financing.

2.5 Disconnection. Upon termination of this LGIA in its entirety, the Parties will take all appropriate steps to disconnect the Large Generating Facility from the Participating TO's Transmission System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this LGIA or such non-terminating Party otherwise is responsible for these costs under this LGIA.

2.6 Survival. This LGIA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this LGIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this LGIA was in effect; and to permit each Party to have access to the lands of the other Parties pursuant to this LGIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

ARTICLE 3. REGULATORY FILINGS AND CAISO TARIFF COMPLIANCE

- 3.1 Filing.** The Participating TO and the CAISO shall file this LGIA (and any amendment hereto) with the appropriate Governmental Authority(ies), if required. The Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 22. If the Interconnection Customer has executed this LGIA, or any amendment thereto, the Interconnection Customer shall reasonably cooperate with the Participating TO and CAISO with respect to such filing and to provide any information reasonably requested by the Participating TO or CAISO needed to comply with applicable regulatory requirements.
- 3.2 Agreement Subject to CAISO Tariff.** The Interconnection Customer will comply with all applicable provisions of the CAISO Tariff, including the GIP.
- 3.3 Relationship Between this LGIA and the CAISO Tariff.** With regard to rights and obligations between the Participating TO and the Interconnection Customer, if and to the extent a matter is specifically addressed by a provision of this LGIA (including any appendices, schedules or other attachments to this LGIA), the provisions of this LGIA shall govern. If and to the extent a provision of this LGIA is inconsistent with the CAISO Tariff and dictates rights and obligations between the CAISO and the Participating TO or the CAISO and the Interconnection Customer, the CAISO Tariff shall govern.
- 3.4 Relationship Between this LGIA and the QF PGA.** With regard to the rights and obligations of a Qualifying Facility that has entered into a QF PGA with the CAISO and has entered into this LGIA, if and to the extent a matter is specifically addressed by a provision of the QF PGA that is inconsistent with this LGIA, the terms of the QF PGA shall govern.

ARTICLE 4. SCOPE OF SERVICE

- 4.1 Interconnection Service.** Interconnection Service allows the Interconnection Customer to connect the Large Generating Facility to the Participating TO's Transmission System and be eligible to deliver the Large Generating Facility's output using the available capacity of the CAISO Controlled Grid. To the extent the Interconnection Customer wants to receive Interconnection Service, the Participating TO shall construct facilities identified in Appendices A and C that the Participating TO is responsible to construct.

Interconnection Service does not necessarily provide the Interconnection Customer with the capability to physically deliver the output of its Large Generating Facility to any particular load on the CAISO Controlled Grid without incurring congestion costs. In the event of transmission constraints on the CAISO Controlled Grid, the Interconnection Customer's Large Generating Facility shall be subject to the applicable congestion management procedures in the CAISO Tariff in the same manner as all other resources.

- 4.2 Provision of Service.** The Participating TO and the CAISO shall provide Interconnection Service for the Large Generating Facility.
- 4.3 Performance Standards.** Each Party shall perform all of its obligations under this LGIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this LGIA for its compliance therewith. If such Party is the CAISO or Participating TO, then that Party shall amend the LGIA and submit the amendment to FERC for approval.
- 4.4 No Transmission Service.** The execution of this LGIA does not constitute a request for, nor the provision of, any transmission service under the CAISO Tariff, and does not convey any right to deliver electricity to any specific customer or point of delivery.
- 4.5 Interconnection Customer Provided Services.** The services provided by Interconnection Customer under this LGIA are set forth in Article 9.6 and Article 13.5.1. Interconnection Customer shall be paid for such services in accordance with Article 11.6.

ARTICLE 5. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION

Interconnection Facilities, Network Upgrades, and Distribution Upgrades shall be studied, designed, and constructed pursuant to Good Utility Practice. Such studies, design and construction shall be based on the assumed accuracy and completeness of all technical information received by the Participating TO and the CAISO from the Interconnection Customer associated with interconnecting the Large Generating Facility.

- 5.1 Options.** Unless otherwise mutually agreed among the Parties, the Interconnection Customer shall select the In-Service Date, Initial Synchronization Date, and Commercial Operation Date; and either Standard Option or Alternate Option set forth below for completion of the Participating TO's Interconnection Facilities and Network Upgrades as set forth in Appendix A, Interconnection Facilities, Network Upgrades, and Distribution Upgrades, and such dates and selected option shall be set forth in Appendix B, Milestones.

- 5.1.1 Standard Option.** The Participating TO shall design, procure, and construct the Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades, using Reasonable Efforts to complete the Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades by the dates set forth in Appendix B, Milestones. The Participating TO shall not be required to undertake any action which is inconsistent with its standard safety practices, its material

and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event the Participating TO reasonably expects that it will not be able to complete the Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades by the specified dates, the Participating TO shall promptly provide written notice to the Interconnection Customer and the CAISO and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.1.2 Alternate Option. If the dates designated by the Interconnection Customer are acceptable to the Participating TO, the Participating TO shall so notify the Interconnection Customer within thirty (30) Calendar Days, and shall assume responsibility for the design, procurement and construction of the Participating TO's Interconnection Facilities by the designated dates.

If the Participating TO subsequently fails to complete the Participating TO's Interconnection Facilities by the In-Service Date, to the extent necessary to provide back feed power; or fails to complete Network Upgrades by the Initial Synchronization Date to the extent necessary to allow for Trial Operation at full power output, unless other arrangements are made by the Parties for such Trial Operation; or fails to complete the Network Upgrades by the Commercial Operation Date, as such dates are reflected in Appendix B, Milestones; the Participating TO shall pay the Interconnection Customer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by the Interconnection Customer shall be extended day for day for each day that the CAISO refuses to grant clearances to install equipment.

5.1.3 Option to Build. If the dates designated by the Interconnection Customer are not acceptable to the Participating TO, the Participating TO shall so notify the Interconnection Customer within thirty (30) Calendar Days, and unless the Parties agree otherwise, the Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades. If the Interconnection Customer elects to exercise its option to assume responsibility for the design, procurement and construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades, it shall so notify the Participating TO within thirty (30) Calendar Days of receipt of the Participating TO's notification that the designated dates are not acceptable to the Participating TO. The Participating TO, CAISO, and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A to this LGIA. Except for Stand Alone Network Upgrades, the

Interconnection Customer shall have no right to construct Network Upgrades under this option.

5.1.4 Negotiated Option. If the Interconnection Customer elects not to exercise its option under Article 5.1.3, Option to Build, the Interconnection Customer shall so notify the Participating TO within thirty (30) Calendar Days of receipt of the Participating TO's notification that the designated dates are not acceptable to the Participating TO, and the Parties shall in good faith attempt to negotiate terms and conditions (including revision of the specified dates and liquidated damages, the provision of incentives or the procurement and construction of a portion of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades by the Interconnection Customer) pursuant to which the Participating TO is responsible for the design, procurement and construction of the Participating TO's Interconnection Facilities and Network Upgrades. If the Parties are unable to reach agreement on such terms and conditions, the Participating TO shall assume responsibility for the design, procurement and construction of the Participating TO's Interconnection Facilities and Network Upgrades pursuant to Article 5.1.1, Standard Option.

5.2 General Conditions Applicable to Option to Build. If the Interconnection Customer assumes responsibility for the design, procurement and construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades,

(1) the Interconnection Customer shall engineer, procure equipment, and construct the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by the Participating TO;

(2) The Interconnection Customer's engineering, procurement and construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law to which the Participating TO would be subject in the engineering, procurement or construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades;

(3) the Participating TO shall review, and the Interconnection Customer shall obtain the Participating TO's approval of, the engineering design, equipment acceptance tests, and the construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades, which approval shall not be unreasonably withheld, and the CAISO may, at its option, review the engineering design, equipment acceptance tests, and the construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades;

(4) prior to commencement of construction, the Interconnection Customer shall provide to the Participating TO, with a copy to the CAISO for informational purposes, a schedule for construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from the Participating TO;

(5) at any time during construction, the Participating TO shall have the right to gain unrestricted access to the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;

(6) at any time during construction, should any phase of the engineering, equipment procurement, or construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by the Participating TO, the Interconnection Customer shall be obligated to remedy deficiencies in that portion of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades;

(7) the Interconnection Customer shall indemnify the CAISO and Participating TO for claims arising from the Interconnection Customer's construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 Indemnity;

(8) The Interconnection Customer shall transfer control of the Participating TO's Interconnection Facilities to the Participating TO and shall transfer Operational Control of Stand Alone Network Upgrades to the CAISO;

(9) Unless the Parties otherwise agree, the Interconnection Customer shall transfer ownership of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades to the Participating TO. As soon as reasonably practicable, but within twelve months after completion of the construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades, the Interconnection Customer shall provide an invoice of the final cost of the construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades to the Participating TO, which invoice shall set forth such costs in sufficient detail to enable the Participating TO to reflect the proper costs of such facilities in its transmission rate base and to identify the investment upon which refunds will be provided;

(10) the Participating TO shall accept for operation and maintenance the Participating TO's Interconnection Facilities and Stand Alone Network

Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2; and

(11) The Interconnection Customer's engineering, procurement and construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of the "Option to Build" conditions set forth in Appendix C. Interconnection Customer shall deliver to the Participating TO "as-built" drawings, information, and any other documents that are reasonably required by the Participating TO to assure that the Interconnection Facilities and Stand-Alone Network Upgrades are built to the standards and specifications required by the Participating TO.

5.3 Liquidated Damages. The actual damages to the Interconnection Customer, in the event the Participating TO's Interconnection Facilities or Network Upgrades are not completed by the dates designated by the Interconnection Customer and accepted by the Participating TO pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by the Participating TO to the Interconnection Customer in the event that the Participating TO does not complete any portion of the Participating TO's Interconnection Facilities or Network Upgrades by the applicable dates, shall be an amount equal to $\frac{1}{2}$ of 1 percent per day of the actual cost of the Participating TO's Interconnection Facilities and Network Upgrades, in the aggregate, for which the Participating TO has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of the Participating TO's Interconnection Facilities and Network Upgrades for which the Participating TO has assumed responsibility to design, procure, and construct. The foregoing payments will be made by the Participating TO to the Interconnection Customer as just compensation for the damages caused to the Interconnection Customer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this LGIA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for the Participating TO's failure to meet its schedule.

No liquidated damages shall be paid to the Interconnection Customer if: (1) the Interconnection Customer is not ready to commence use of the Participating TO's Interconnection Facilities or Network Upgrades to take the delivery of power for the Electric Generating Unit's Trial Operation or to export power from the Electric Generating Unit on the specified dates, unless the Interconnection Customer would have been able to commence use of the Participating TO's Interconnection Facilities or Network Upgrades to take the delivery of power for Electric

Generating Unit's Trial Operation or to export power from the Electric Generating Unit, but for the Participating TO's delay; (2) the Participating TO's failure to meet the specified dates is the result of the action or inaction of the Interconnection Customer or any other interconnection customer who has entered into an interconnection agreement with the CAISO and/or Participating TO, action or inaction by the CAISO, or any cause beyond the Participating TO's reasonable control or reasonable ability to cure; (3) the Interconnection Customer has assumed responsibility for the design, procurement and construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades; or (4) the Parties have otherwise agreed.

In no event shall the CAISO have any responsibility or liability to the Interconnection Customer for liquidated damages pursuant to the provisions of this Article 5.3.

5.4 Power System Stabilizers. The Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with Applicable Reliability Standards, the guidelines and procedures established by the Applicable Reliability Council, and the provisions of Section 4.6.5.1 of the CAISO Tariff. The CAISO reserves the right to establish reasonable minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Large Generating Facility. If the Large Generating Facility's Power System Stabilizers are removed from service or not capable of automatic operation, the Interconnection Customer shall immediately notify the CAISO and the Participating TO and restore the Power System Stabilizers to operation as soon as possible. The CAISO shall have the right to order the reduction in output or disconnection of the Large Generating Facility if the reliability of the CAISO Controlled Grid would be adversely affected as a result of improperly tuned Power System Stabilizers. The requirements of this Article 5.4 shall apply to Asynchronous Generating Facilities in accordance with Appendix H.

5.5 Equipment Procurement. If responsibility for construction of the Participating TO's Interconnection Facilities or Network Upgrades is to be borne by the Participating TO, then the Participating TO shall commence design of the Participating TO's Interconnection Facilities or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

5.5.1 The CAISO, in coordination with the applicable Participating TO(s), has completed the Phase II Interconnection Study or Governing Independent Study ~~Process~~-Interconnection Study pursuant to the applicable Generator Interconnection Facilities Study Process Agreement or other applicable study process agreement;

- 5.5.2** The Participating TO has received written authorization to proceed with design and procurement from the Interconnection Customer by the date specified in Appendix B, Milestones; and
- 5.5.3** The Interconnection Customer has provided security to the Participating TO in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.
- 5.6 Construction Commencement.** The Participating TO shall commence construction of the Participating TO's Interconnection Facilities and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:
- 5.6.1** Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;
- 5.6.2** Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of the Participating TO's Interconnection Facilities and Network Upgrades;
- 5.6.3** The Participating TO has received written authorization to proceed with construction from the Interconnection Customer by the date specified in Appendix B, Milestones; and
- 5.6.4** The Interconnection Customer has provided payment and security to the Participating TO in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.
- 5.7 Work Progress.** The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. Any Party may, at any time, request a progress report from another Party. If, at any time, the Interconnection Customer determines that the completion of the Participating TO's Interconnection Facilities will not be required until after the specified In-Service Date, the Interconnection Customer will provide written notice to the Participating TO and CAISO of such later date upon which the completion of the Participating TO's Interconnection Facilities will be required.
- 5.8 Information Exchange.** As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Interconnection Customer's Interconnection Facilities and Participating TO's Interconnection Facilities and compatibility of the Interconnection Facilities with the Participating TO's Transmission System, and shall work diligently and in good faith to make any necessary design changes.
- 5.9 Limited Operation.** If any of the Participating TO's Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the

Commercial Operation Date of the Electric Generating Unit, the Participating TO and/or CAISO, as applicable, shall, upon the request and at the expense of the Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Electric Generating Unit and the Interconnection Customer's Interconnection Facilities may operate prior to the completion of the Participating TO's Interconnection Facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this LGIA. The Participating TO and CAISO shall permit Interconnection Customer to operate the Electric Generating Unit and the Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.

5.10 Interconnection Customer's Interconnection Facilities. The Interconnection Customer shall, at its expense, design, procure, construct, own and install the Interconnection Customer's Interconnection Facilities, as set forth in Appendix A.

5.10.1 Large Generating Facility and Interconnection Customer's Interconnection Facilities Specifications. In addition to the Interconnection Customer's responsibility to submit technical data with its Interconnection Request as required by Section 3.5.1 of the GIP, the Interconnection Customer shall submit all remaining necessary specifications for the Interconnection Customer's Interconnection Facilities and Large Generating Facility, including System Protection Facilities, to the Participating TO and the CAISO at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. The Participating TO and the CAISO shall review such specifications pursuant to this LGIA and the GIP to ensure that the Interconnection Customer's Interconnection Facilities and Large Generating Facility are compatible with the technical specifications, operational control, safety requirements, and any other applicable requirements of the Participating TO and the CAISO and comment on such specifications within thirty (30) Calendar Days of the Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

5.10.2 Participating TO's and CAISO's Review. The Participating TO's and the CAISO's review of the Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Large Generating Facility, or the Interconnection Customer's Interconnection Facilities. Interconnection Customer shall make such changes to the Interconnection Customer's Interconnection Facilities as may reasonably be required by the Participating TO or the CAISO, in accordance with Good Utility Practice, to ensure that the Interconnection Customer's Interconnection

Facilities are compatible with the technical specifications, Operational Control, and safety requirements of the Participating TO or the CAISO.

5.10.3 Interconnection Customer's Interconnection Facilities Construction.

The Interconnection Customer's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Participating TO and Interconnection Customer agree on another mutually acceptable deadline, the Interconnection Customer shall deliver to the Participating TO and CAISO "as-built" drawings, information and documents for the Interconnection Customer's Interconnection Facilities and the Electric Generating Unit(s), such as: a one-line diagram, a site plan showing the Large Generating Facility and the Interconnection Customer's Interconnection Facilities, plan and elevation drawings showing the layout of the Interconnection Customer's Interconnection Facilities, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with the Interconnection Customer's step-up transformers, the facilities connecting the Large Generating Facility to the step-up transformers and the Interconnection Customer's Interconnection Facilities, and the impedances (determined by factory tests) for the associated step-up transformers and the Electric Generating Units. The Interconnection Customer shall provide the Participating TO and the CAISO specifications for the excitation system, automatic voltage regulator, Large Generating Facility control and protection settings, transformer tap settings, and communications, if applicable. Any deviations from the relay settings, machine specifications, and other specifications originally submitted by the Interconnection Customer shall be assessed by the Participating TO and the CAISO pursuant to the appropriate provisions of this LGIA and the GIP.

5.10.4 Interconnection Customer to Meet Requirements of the Participating TO's Interconnection Handbook. The Interconnection Customer shall comply with the Participating TO's Interconnection Handbook.

5.11 Participating TO's Interconnection Facilities Construction. The Participating TO's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Participating TO and Interconnection Customer agree on another mutually acceptable deadline, the Participating TO shall deliver to the Interconnection Customer and the CAISO the following "as-built" drawings, information and documents for the Participating TO's Interconnection Facilities. No as-built drawings will be provided.

The Participating TO will obtain control for operating and maintenance purposes of the Participating TO's Interconnection Facilities and Stand Alone Network

Upgrades upon completion of such facilities. Pursuant to Article 5.2, the CAISO will obtain Operational Control of the Stand Alone Network Upgrades prior to the Commercial Operation Date.

- 5.12 Access Rights.** Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party (“Granting Party”) shall furnish at no cost to the other Party (“Access Party”) any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Large Generating Facility with the Participating TO’s Transmission System; (ii) operate and maintain the Large Generating Facility, the Interconnection Facilities and the Participating TO’s Transmission System; and (iii) disconnect or remove the Access Party’s facilities and equipment upon termination of this LGIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party’s business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.
- 5.13 Lands of Other Property Owners.** If any part of the Participating TO’s Interconnection Facilities and/or Network Upgrades are to be installed on property owned by persons other than the Interconnection Customer or Participating TO, the Participating TO shall at the Interconnection Customer’s expense use efforts, similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove the Participating TO’s Interconnection Facilities and/or Network Upgrades upon such property.
- 5.14 Permits.** Participating TO and Interconnection Customer shall cooperate with each other in good faith in obtaining all permits, licenses and authorization that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, the Participating TO shall provide permitting assistance to the Interconnection Customer comparable to that provided to the Participating TO’s own, or an Affiliate’s generation.
- 5.15 Early Construction of Base Case Facilities.** The Interconnection Customer may request the Participating TO to construct, and the Participating TO shall construct, using Reasonable Efforts to accommodate Interconnection Customer’s In-Service Date, all or any portion of any Network Upgrades required for Interconnection Customer to be interconnected to the Participating TO’s

Transmission System which are included in the Base Case of the Interconnection Studies for the Interconnection Customer, and which also are required to be constructed for another interconnection customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date.

5.16 Suspension. The Interconnection Customer reserves the right, upon written notice to the Participating TO and the CAISO, to suspend at any time all work associated with the construction and installation of the Participating TO's Interconnection Facilities, Network Upgrades, and/or Distribution Upgrades required under this LGIA, other than Network Upgrades identified in the Phase II Interconnection Study as common to multiple Generating Facilities, with the condition that the Participating TO's electrical system and the CAISO Controlled Grid shall be left in a safe and reliable condition in accordance with Good Utility Practice and the Participating TO's safety and reliability criteria and the CAISO's Applicable Reliability Standards. In such event, the Interconnection Customer shall be responsible for all reasonable and necessary costs which the Participating TO (i) has incurred pursuant to this LGIA prior to the suspension and (ii) incurs in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the Participating TO's electric system during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which the Participating TO cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor contract, the Participating TO shall obtain Interconnection Customer's authorization to do so.

Network Upgrades common to multiple Generating Facilities, and to which the Interconnection Customer's right of suspension shall not extend, consist of Network Upgrades identified for:

- (i) Generating Facilities which are the subject of all Interconnection Requests made prior to the Interconnection Customer's Interconnection Request;
- (ii) Generating Facilities which are the subject of Interconnection Requests within the Interconnection Customer's queue cluster; and
- (iii) Generating Facilities that are the subject of Interconnection Requests that were made after the Interconnection Customer's Interconnection Request but no later than the date on which the Interconnection Customer's Phase II Study Report is issued, and have been modeled in the Base Case at the time the Interconnection Customer seeks to exercise its suspension rights under this Section.

The Participating TO shall invoice the Interconnection Customer for such costs pursuant to Article 12 and shall use due diligence to minimize its costs. In the

event Interconnection Customer suspends work required under this LGIA pursuant to this Article 5.16, and has not requested the Participating TO to recommence the work or has not itself recommenced work required under this LGIA in time to ensure that the new projected Commercial Operation Date for the full Generating Facility Capacity of the Large Generating Facility is no more than three (3) years from the Commercial Operation Date identified in Appendix B hereto, this LGIA shall be deemed terminated and the Interconnection Customer's responsibility for costs will be determined in accordance with Article 2.4 of this LGIA. The suspension period shall begin on the date the suspension is requested, or the date of the written notice to the Participating TO and the CAISO, if no effective date is specified.

5.17 Taxes.

5.17.1 Interconnection Customer Payments Not Taxable. The Parties intend that all payments or property transfers made by the Interconnection Customer to the Participating TO for the installation of the Participating TO's Interconnection Facilities and the Network Upgrades shall be non-taxable, either as contributions to capital, or as a refundable advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

5.17.2 Representations And Covenants. In accordance with IRS Notice 2001-82 and IRS Notice 88-129, the Interconnection Customer represents and covenants that (i) ownership of the electricity generated at the Large Generating Facility will pass to another party prior to the transmission of the electricity on the CAISO Controlled Grid, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to the Participating TO for the Participating TO's Interconnection Facilities will be capitalized by the Interconnection Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of the Participating TO's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Large Generating Facility. For this purpose, "de minimis amount" means no more than 5 percent of the total power flows in both directions, calculated in accordance with the "5 percent test" set forth in IRS Notice 88-129. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At the Participating TO's request, the Interconnection Customer shall provide the Participating TO with a report from an independent engineer confirming its representation in clause (iii), above. The Participating TO

represents and covenants that the cost of the Participating TO's Interconnection Facilities paid for by the Interconnection Customer without the possibility of refund or credit will have no net effect on the base upon which rates are determined.

5.17.3 Indemnification for the Cost Consequence of Current Tax Liability Imposed Upon the Participating TO. Notwithstanding Article 5.17.1, the Interconnection Customer shall protect, indemnify and hold harmless the Participating TO from the cost consequences of any current tax liability imposed against the Participating TO as the result of payments or property transfers made by the Interconnection Customer to the Participating TO under this LGIA for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by the Participating TO.

The Participating TO shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges the Interconnection Customer under this LGIA unless (i) the Participating TO has determined, in good faith, that the payments or property transfers made by the Interconnection Customer to the Participating TO should be reported as income subject to taxation or (ii) any Governmental Authority directs the Participating TO to report payments or property as income subject to taxation; provided, however, that the Participating TO may require the Interconnection Customer to provide security for Interconnection Facilities, in a form reasonably acceptable to the Participating TO (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax liability under this Article 5.17. The Interconnection Customer shall reimburse the Participating TO for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from the Participating TO of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten year testing period and the applicable statute of limitation, as it may be extended by the Participating TO upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

5.17.4 Tax Gross-Up Amount. The Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that the Interconnection Customer will pay the Participating TO, in addition to the amount paid for the Interconnection Facilities and Network Upgrades, an amount equal to (1)

the current taxes imposed on the Participating TO ("Current Taxes") on the excess of (a) the gross income realized by the Participating TO as a result of payments or property transfers made by the Interconnection Customer to the Participating TO under this LGIA (without regard to any payments under this Article 5.17) (the "Gross Income Amount") over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the "Present Value Depreciation Amount"), plus (2) an additional amount sufficient to permit the Participating TO to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose, (i) Current Taxes shall be computed based on the Participating TO's composite federal and state tax rates at the time the payments or property transfers are received and the Participating TO will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting the Participating TO's anticipated tax depreciation deductions as a result of such payments or property transfers by the Participating TO's current weighted average cost of capital. Thus, the formula for calculating the Interconnection Customer's liability to the Participating TO pursuant to this Article 5.17.4 can be expressed as follows: $(\text{Current Tax Rate} \times (\text{Gross Income Amount} - \text{Present Value of Tax Depreciation})) / (1 - \text{Current Tax Rate})$. Interconnection Customer's estimated tax liability in the event taxes are imposed shall be stated in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

5.17.5 Private Letter Ruling or Change or Clarification of Law. At the Interconnection Customer's request and expense, the Participating TO shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by the Interconnection Customer to the Participating TO under this LGIA are subject to federal income taxation. The Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of the Interconnection Customer's knowledge. The Participating TO and Interconnection Customer shall cooperate in good faith with respect to the submission of such request, provided, however, the Interconnection Customer and the Participating TO explicitly acknowledge (and nothing herein is intended to alter) Participating TO's obligation under law to certify that the facts presented in the ruling request are true, correct and complete.

The Participating TO shall keep the Interconnection Customer fully informed of the status of such request for a private letter ruling and shall

execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes the Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. The Participating TO shall allow the Interconnection Customer to attend all meetings with IRS officials about the request and shall permit the Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

5.17.6 Subsequent Taxable Events. If, within 10 years from the date on which the relevant Participating TO's Interconnection Facilities are placed in service, (i) the Interconnection Customer Breaches the covenants contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this LGIA terminates and the Participating TO retains ownership of the Interconnection Facilities and Network Upgrades, the Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on the Participating TO, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

5.17.7 Contests. In the event any Governmental Authority determines that the Participating TO's receipt of payments or property constitutes income that is subject to taxation, the Participating TO shall notify the Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by the Interconnection Customer and at the Interconnection Customer's sole expense, the Participating TO may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon the Interconnection Customer's written request and sole expense, the Participating TO may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. The Participating TO reserve the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but the Participating TO shall keep the Interconnection Customer informed, shall consider in good faith suggestions from the Interconnection Customer about the conduct of the contest, and shall reasonably permit the Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

The Interconnection Customer shall pay to the Participating TO on a periodic basis, as invoiced by the Participating TO, the Participating TO's documented reasonable costs of prosecuting such appeal, protest, abatement or other contest, including any costs associated with obtaining the opinion of independent tax counsel described in this Article 5.17.7. The Participating TO may abandon any contest if the Interconnection

Customer fails to provide payment to the Participating TO within thirty (30) Calendar Days of receiving such invoice.

At any time during the contest, the Participating TO may agree to a settlement either with the Interconnection Customer's consent or, if such consent is refused, after obtaining written advice from independent nationally-recognized tax counsel, selected by the Participating TO, but reasonably acceptable to the Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. The Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by the Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally-recognized tax counsel selected under the terms of the preceding paragraph. The settlement amount shall be calculated on a fully grossed-up basis to cover any related cost consequences of the current tax liability. The Participating TO may also settle any tax controversy without receiving the Interconnection Customer's consent or any such written advice; however, any such settlement will relieve the Interconnection Customer from any obligation to indemnify the Participating TO for the tax at issue in the contest (unless the failure to obtain written advice is attributable to the Interconnection Customer's unreasonable refusal to the appointment of independent tax counsel).

5.17.8 Refund. In the event that (a) a private letter ruling is issued to the Participating TO which holds that any amount paid or the value of any property transferred by the Interconnection Customer to the Participating TO under the terms of this LGIA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to the Participating TO in good faith that any amount paid or the value of any property transferred by the Interconnection Customer to the Participating TO under the terms of this LGIA is not taxable to the Participating TO, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by the Interconnection Customer to the Participating TO are not subject to federal income tax, or (d) if the Participating TO receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by the Interconnection Customer to the Participating TO pursuant to this LGIA, the Participating TO shall promptly refund to the Interconnection Customer the following:

(i) any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,

(ii) interest on any amounts paid by the Interconnection Customer to the Participating TO for such taxes which the Participating TO did not submit to the taxing authority, calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date payment was made by the Interconnection Customer to the date the Participating TO refunds such payment to the Interconnection Customer, and

(iii) with respect to any such taxes paid by the Participating TO, any refund or credit the Participating TO receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to the Participating TO for such overpayment of taxes (including any reduction in interest otherwise payable by the Participating TO to any Governmental Authority resulting from an offset or credit); provided, however, that the Participating TO will remit such amount promptly to the Interconnection Customer only after and to the extent that the Participating TO has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to the Participating TO's Interconnection Facilities.

The intent of this provision is to leave the Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities and Network Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

5.17.9 Taxes Other Than Income Taxes. Upon the timely request by the Interconnection Customer, and at the Interconnection Customer's sole expense, the CAISO or Participating TO may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against the CAISO or Participating TO for which the Interconnection Customer may be required to reimburse the CAISO or Participating TO under the terms of this LGIA. The Interconnection Customer shall pay to the Participating TO on a periodic basis, as invoiced by the Participating TO, the Participating TO's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. The Interconnection Customer, the CAISO, and the Participating TO shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by the Interconnection Customer to the CAISO or Participating TO for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, the Interconnection Customer will be responsible for all taxes, interest and

penalties, other than penalties attributable to any delay caused by the Participating TO.

5.18 Tax Status. Each Party shall cooperate with the others to maintain the other Parties' tax status. Nothing in this LGIA is intended to adversely affect the CAISO's or any Participating TO's tax exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

5.19 Modification.

5.19.1 General. The Interconnection Customer or the Participating TO may undertake modifications to its facilities, subject to the provisions of this LGIA and the CAISO Tariff. If a Party plans to undertake a modification that reasonably may be expected to affect the other Parties' facilities, that Party shall provide to the other Parties sufficient information regarding such modification so that the other Parties may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Large Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Parties at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

In the case of Large Generating Facility modifications that do not require the Interconnection Customer to submit an Interconnection Request, the CAISO or Participating TO shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the CAISO Controlled Grid, Participating TO's Interconnection Facilities, Network Upgrades or Distribution Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof. The Participating TO and the CAISO shall determine if a Large Generating Facility modification is a Material Modification in accordance with the GIP.

5.19.2 Standards. Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this LGIA and Good Utility Practice.

5.19.3 Modification Costs. The Interconnection Customer shall not be directly assigned the costs of any additions, modifications, or replacements that the Participating TO makes to the Participating TO's Interconnection Facilities or the Participating TO's Transmission System to facilitate the

interconnection of a third party to the Participating TO's Interconnection Facilities or the Participating TO's Transmission System, or to provide transmission service to a third party under the CAISO Tariff. The Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to the Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

5.19.4 Permitted Reductions in output capacity (MW generating capacity) of the Generating Facility. An Interconnection Customer may reduce the MW capacity of the Generating Facility by up to five percent (5%) for any reason, during the time period between the Effective Date of this LGIA and the Commercial Operation Date. The five percent (5%) value shall be established by reference to the MW generating capacity as set forth in the "Interconnection Customer's Data Form To Be Provided by the Interconnection Customer Prior to Commencement of the Phase II Interconnection Study" (Appendix B to Appendix 3 of the GIP).

The CAISO (in consultation with the applicable Participating TO(s)) will consider an Interconnection Customer's request for a reduction in the MW generating capacity greater than five percent (5%) under limited conditions where the Interconnection Customer reasonably demonstrates to the Participating TO and CAISO that the MW generation capacity reduction is warranted due to reasons beyond the control of the Interconnection Customer. Reasons beyond the control of the Interconnection Customer shall consist of any one or more of the following:

- (i) the Interconnection Customer's failure to secure required permits and other governmental approvals to construct the Generating Facility at its total MW generating capacity as specified in its Interconnection Request after the Interconnection Customer has made diligent effort to secure such permits or approvals;
- (ii) the Interconnection Customer's receipt of a written statement from the permitting or approval authority (such as a draft environmental impact report) indicating that construction of a Generating Facility of the total MW generating capacity size specified in the Interconnection Request will likely result in disapproval due to a significant environmental or other impact that cannot be mitigated;
- (iii) failure to obtain the legal right of use of the full site acreage necessary to construct and/or operate the total MW generating capacity size for the entire Generating Facility, after the Interconnection Customer has made a diligent attempt to secure such legal right of use. This subsection (iii) applies only where an

Interconnection Customer has previously demonstrated and maintained its demonstration of Site Exclusivity prior to invoking this subsection as a reason for downsizing.

If relying on subsections (i) or (ii) above, in order to be eligible for a capacity reduction greater than five percent (5%), the Interconnection Customer must also demonstrate to the CAISO that a reduction of MW generating capacity of the Generating Facility to the reduced size that the Interconnection Customer proposes will likely overcome the objections of the permitting/approving authority or otherwise cause the permitting/approving authority to grant the permit or approval. The Interconnection Customer may satisfy this demonstration requirement by submitting to the CAISO either a writing from the permitting/approving authority to this effect or other evidence of a commitment by the permitting/approving authority that the MW capacity reduction will remove the objections of the authority to the permit/approval application.

If relying on subsection (iii) above, the Interconnection Customer must also reasonably demonstrate to the CAISO that the proposed reduced-capacity Generating Facility can be constructed on the site over which the Interconnection Customer has been able to obtain legal rights of use.

Upon such demonstration to the reasonable satisfaction of the CAISO (after consultation with the applicable Participating TO) the CAISO will permit such reduction. No permitted reduction of MW generation capacity under this Article shall operate to diminish the Interconnection Customer's cost responsibility for Network Upgrades or to diminish the Interconnection Customer's right to repayment for financing of Network Upgrades under this LGIA.

ARTICLE 6. TESTING AND INSPECTION

- 6.1 Pre-Commercial Operation Date Testing and Modifications.** Prior to the Commercial Operation Date, the Participating TO shall test the Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades and the Interconnection Customer shall test the Large Generating Facility and the Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. The Interconnection Customer shall bear the cost of all such testing and modifications. The Interconnection Customer shall not commence initial parallel operation of an Electric Generating Unit with the Participating TO's Transmission System until the Participating TO provides prior written approval, which approval shall not be unreasonably withheld, for operation of such Electric Generating Unit. The Interconnection Customer shall

generate test energy at the Large Generating Facility only if it has arranged for the delivery of such test energy.

- 6.2 Post-Commercial Operation Date Testing and Modifications.** Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Large Generating Facility with the Participating TO's Transmission System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.
- 6.3 Right to Observe Testing.** Each Party shall notify the other Parties at least fourteen (14) Calendar Days in advance of its performance of tests of its Interconnection Facilities or Generating Facility. The other Parties have the right, at their own expense, to observe such testing.
- 6.4 Right to Inspect.** Each Party shall have the right, but shall have no obligation to: (i) observe another Party's tests and/or inspection of any of its System Protection Facilities and other protective equipment, including Power System Stabilizers; (ii) review the settings of another Party's System Protection Facilities and other protective equipment; and (iii) review another Party's maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. A Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Party. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated pursuant to Article 22 of this LGIA.

ARTICLE 7. METERING

- 7.1 General.** Each Party shall comply with any Applicable Reliability Standards and the Applicable Reliability Council requirements. The Interconnection Customer and CAISO shall comply with the provisions of the CAISO Tariff regarding metering, including Section 10 of the CAISO Tariff. Unless otherwise agreed by the Participating TO and the Interconnection Customer, the Participating TO may install additional Metering Equipment at the Point of Interconnection prior to any operation of any Electric Generating Unit and shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Large Generating Facility shall be measured at or, at the CAISO's or Participating TO's option for its respective Metering Equipment, compensated to, the Point of Interconnection. The CAISO shall provide metering quantities to the

Interconnection Customer upon request in accordance with the CAISO Tariff by directly polling the CAISO's meter data acquisition system. The Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment.

- 7.2 Check Meters.** The Interconnection Customer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check the CAISO-pollled meters or the Participating TO's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this LGIA, except in the case that no other means are available on a temporary basis at the option of the CAISO or the Participating TO. The check meters shall be subject at all reasonable times to inspection and examination by the CAISO or Participating TO or their designees. The installation, operation and maintenance thereof shall be performed entirely by the Interconnection Customer in accordance with Good Utility Practice.
- 7.3 Participating TO Retail Metering.** The Participating TO may install retail revenue quality meters and associated equipment, pursuant to the Participating TO's applicable retail tariffs.

ARTICLE 8. COMMUNICATIONS

- 8.1 Interconnection Customer Obligations.** The Interconnection Customer shall maintain satisfactory operating communications with the CAISO in accordance with the provisions of the CAISO Tariff and with the Participating TO's dispatcher or representative designated by the Participating TO. The Interconnection Customer shall provide standard voice line, dedicated voice line and facsimile communications at its Large Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. The Interconnection Customer shall also provide the dedicated data circuit(s) necessary to provide Interconnection Customer data to the CAISO and Participating TO as set forth in Appendix D, Security Arrangements Details. The data circuit(s) shall extend from the Large Generating Facility to the location(s) specified by the CAISO and Participating TO. Any required maintenance of such communications equipment shall be performed by the Interconnection Customer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data.
- 8.2 Remote Terminal Unit.** Prior to the Initial Synchronization Date of each Electric Generating Unit, a Remote Terminal Unit, or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed by the Interconnection Customer, or by the Participating TO at the Interconnection

Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by the CAISO and by the Participating TO through use of a dedicated point-to-point data circuit(s) as indicated in Article 8.1.

Telemetry to the CAISO shall be provided in accordance with the CAISO's technical standards for direct telemetry. For telemetry to the Participating TO, the communication protocol for the data circuit(s) shall be specified by the Participating TO. Instantaneous bi-directional real power and reactive power flow and any other required information must be telemetered directly to the location(s) specified by the Participating TO.

Each Party will promptly advise the other Parties if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by another Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

- 8.3 No Annexation.** Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

ARTICLE 9. OPERATIONS

- 9.1 General.** Each Party shall comply with Applicable Reliability Standards and the Applicable Reliability Council requirements. Each Party shall provide to the other Party all information that may reasonably be required by the other Party to comply with Applicable Laws and Regulations and Applicable Reliability Standards.
- 9.2 Balancing Authority Area Notification.** At least three months before Initial Synchronization Date, the Interconnection Customer shall notify the CAISO and Participating TO in writing of the Balancing Authority Area in which the Large Generating Facility intends to be located. If the Interconnection Customer intends to locate the Large Generating Facility in a Balancing Authority Area other than the Balancing Authority Area within whose electrically metered boundaries the Large Generating Facility is located, and if permitted to do so by the relevant transmission tariffs, all necessary arrangements, including but not limited to those set forth in Article 7 and Article 8 of this LGIA, and remote Balancing Authority Area generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Large Generating Facility in the other Balancing Authority Area.

- 9.3 CAISO and Participating TO Obligations.** The CAISO and Participating TO shall cause the Participating TO's Transmission System to be operated and controlled in a safe and reliable manner and in accordance with this LGIA. The Participating TO at the Interconnection Customer's expense shall cause the Participating TO's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this LGIA. The CAISO and Participating TO may provide operating instructions to the Interconnection Customer consistent with this LGIA and Participating TO and CAISO operating protocols and procedures as they may change from time to time. The Participating TO and CAISO will consider changes to their operating protocols and procedures proposed by the Interconnection Customer.
- 9.4 Interconnection Customer Obligations.** The Interconnection Customer shall at its own expense operate, maintain and control the Large Generating Facility and the Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA. The Interconnection Customer shall operate the Large Generating Facility and the Interconnection Customer's Interconnection Facilities in accordance with all applicable requirements of the Balancing Authority Area of which it is part, including such requirements as set forth in Appendix C, Interconnection Details, of this LGIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. A Party may request that another Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this LGIA. The Interconnection Customer shall not commence Commercial Operation of an Electric Generating Unit with the Participating TO's Transmission System until the Participating TO provides prior written approval, which approval shall not be unreasonably withheld, for operation of such Electric Generating Unit.
- 9.5 Start-Up and Synchronization.** Consistent with the Parties' mutually acceptable procedures, the Interconnection Customer is responsible for the proper synchronization of each Electric Generating Unit to the CAISO Controlled Grid.
- 9.6 Reactive Power.**

9.6.1 Power Factor Design Criteria. For all Generating Facilities other than Asynchronous Generating Facilities, the Interconnection Customer shall design the Large Generating Facility to maintain a composite power delivery at continuous rated power output at the terminals of the Electric Generating Unit at a power factor within the range of 0.95 leading to 0.90 lagging, unless the CAISO has established different requirements that apply to all generators in the Balancing Authority Area on a comparable basis. For Asynchronous Generating Facilities, the Interconnection Customer shall design the Large Generating Facility to maintain power factor criteria in accordance with Appendix H of this LGIA.

9.6.2 Voltage Schedules. Once the Interconnection Customer has synchronized an Electric Generating Unit with the CAISO Controlled Grid, the CAISO or Participating TO shall require the Interconnection Customer to maintain a voltage schedule by operating the Electric Generating Unit to produce or absorb reactive power within the design limitations of the Electric Generating Unit set forth in Article 9.6.1 (Power Factor Design Criteria). CAISO's voltage schedules shall treat all sources of reactive power in the Balancing Authority Area in an equitable and not unduly discriminatory manner. The Participating TO shall exercise Reasonable Efforts to provide the Interconnection Customer with such schedules at least one (1) day in advance, and the CAISO or Participating TO may make changes to such schedules as necessary to maintain the reliability of the CAISO Controlled Grid or the Participating TO's electric system. The Interconnection Customer shall operate the Electric Generating Unit to maintain the specified output voltage or power factor within the design limitations of the Electric Generating Unit set forth in Article 9.6.1 (Power Factor Design Criteria), and as may be required by the CAISO to operate the Electric Generating Unit at a specific voltage schedule within the design limitations set forth in Article 9.6.1. If the Interconnection Customer is unable to maintain the specified voltage or power factor, it shall promptly notify the CAISO and the Participating TO.

9.6.2.1 Governors and Regulators. Whenever an Electric Generating Unit is operated in parallel with the CAISO Controlled Grid and the speed governors (if installed on the Electric Generating Unit pursuant to Good Utility Practice) and voltage regulators are capable of operation, the Interconnection Customer shall operate the Electric Generating Unit with its speed governors and voltage regulators in automatic operation. If the Electric Generating Unit's speed governors and voltage regulators are not capable of such automatic operation, the Interconnection Customer shall immediately notify the CAISO and the Participating TO and ensure that the Electric Generating Unit operates as specified in Article 9.6.2 through manual operation and that such Electric Generating Unit's reactive power production or absorption

(measured in MVARs) are within the design capability of the Electric Generating Unit(s) and steady state stability limits. The Interconnection Customer shall restore the speed governors and voltage regulators to automatic operation as soon as possible. If the Large Generating Facility's speed governors and voltage regulators are improperly tuned or malfunctioning, the CAISO shall have the right to order the reduction in output or disconnection of the Large Generating Facility if the reliability of the CAISO Controlled Grid would be adversely affected. The Interconnection Customer shall not cause its Large Generating Facility to disconnect automatically or instantaneously from the CAISO Controlled Grid or trip any Electric Generating Unit comprising the Large Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as applied to other generators in the Balancing Authority Area on a comparable basis.

9.6.3 Payment for Reactive Power. CAISO is required to pay the Interconnection Customer for reactive power that Interconnection Customer provides or absorbs from an Electric Generating Unit when the CAISO requests the Interconnection Customer to operate its Electric Generating Unit outside the range specified in Article 9.6.1, provided that if the CAISO pays other generators for reactive power service within the specified range, it must also pay the Interconnection Customer. Payments shall be pursuant to Article 11.6 or such other agreement to which the CAISO and Interconnection Customer have otherwise agreed.

9.7 Outages and Interruptions.

9.7.1 Outages.

9.7.1.1 Outage Authority and Coordination. Each Party may in accordance with Good Utility Practice in coordination with the other Parties remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact another Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency Condition, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to all Parties. In all circumstances any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Parties of such removal.

9.7.1.2 Outage Schedules. The CAISO shall post scheduled outages of CAISO Controlled Grid facilities in accordance with the provisions of the CAISO Tariff. The Interconnection Customer shall submit its planned maintenance schedules for the Large Generating Facility to the CAISO in accordance with the CAISO Tariff. The Interconnection Customer shall update its planned maintenance schedules in accordance with the CAISO Tariff. The CAISO may request the Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the CAISO Controlled Grid in accordance with the CAISO Tariff. Such planned maintenance schedules and updates and changes to such schedules shall be provided by the Interconnection Customer to the Participating TO concurrently with their submittal to the CAISO. The CAISO shall compensate the Interconnection Customer for any additional direct costs that the Interconnection Customer incurs as a result of having to reschedule maintenance in accordance with the CAISO Tariff. The Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, the Interconnection Customer had modified its schedule of maintenance activities.

9.7.1.3 Outage Restoration. If an outage on a Party's Interconnection Facilities or Network Upgrades adversely affects another Party's operations or facilities, the Party that owns or controls the facility that is out of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall provide the other Parties, to the extent such information is known, information on the nature of the Emergency Condition, if the outage is caused by an Emergency Condition, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice explaining the nature of the outage, if requested by a Party, which may be provided by e-mail or facsimile.

9.7.2 Interruption of Service. If required by Good Utility Practice to do so, the CAISO or the Participating TO may require the Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect the CAISO's or the Participating TO's ability to perform such activities as are necessary to safely and reliably operate and maintain the Participating TO's electric system or the CAISO Controlled Grid. The following provisions shall apply to any interruption or reduction permitted under this Article 9.7.2:

9.7.2.1 The interruption or reduction shall continue only for so long as reasonably necessary under Good Utility Practice;

9.7.2.2 Any such interruption or reduction shall be made on an equitable, non-discriminatory basis with respect to all generating facilities directly connected to the CAISO Controlled Grid, subject to any conditions specified in this LGIA;

9.7.2.3 When the interruption or reduction must be made under circumstances which do not allow for advance notice, the CAISO or Participating TO, as applicable, shall notify the Interconnection Customer by telephone as soon as practicable of the reasons for the curtailment, interruption, or reduction, and, if known, its expected duration. Telephone notification shall be followed by written notification, if requested by the Interconnection Customer, as soon as practicable;

9.7.2.4 Except during the existence of an Emergency Condition, the CAISO or Participating TO shall notify the Interconnection Customer in advance regarding the timing of such interruption or reduction and further notify the Interconnection Customer of the expected duration. The CAISO or Participating TO shall coordinate with the Interconnection Customer using Good Utility Practice to schedule the interruption or reduction during periods of least impact to the Interconnection Customer, the CAISO, and the Participating TO;

9.7.2.5 The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Large Generating Facility, Interconnection Facilities, the Participating TO's Transmission System, and the CAISO Controlled Grid to their normal operating state, consistent with system conditions and Good Utility Practice.

9.7.3 Under-Frequency and Over Frequency Conditions. The CAISO Controlled Grid is designed to automatically activate a load-shed program as required by Applicable Reliability Standards and the Applicable Reliability Council in the event of an under-frequency system disturbance. The Interconnection Customer shall implement under-frequency and over-frequency protection set points for the Large Generating Facility as required by Applicable Reliability Standards and the Applicable Reliability Council to ensure "ride through" capability. Large Generating Facility response to frequency deviations of pre-determined magnitudes, both under-frequency and over-frequency deviations, shall be studied and coordinated with the Participating TO and CAISO in accordance with Good Utility Practice. The term "ride through" as used herein shall mean

the ability of a Generating Facility to stay connected to and synchronized with the CAISO Controlled Grid during system disturbances within a range of under-frequency and over-frequency conditions, in accordance with Good Utility Practice. Asynchronous Generating Facilities shall be subject to frequency ride through capability requirements in accordance with Appendix H to this LGIA.

9.7.4 System Protection and Other Control Requirements.

9.7.4.1 System Protection Facilities. The Interconnection Customer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Large Generating Facility or the Interconnection Customer's Interconnection Facilities. The Participating TO shall install at the Interconnection Customer's expense any System Protection Facilities that may be required on the Participating TO's Interconnection Facilities or the Participating TO's Transmission System as a result of the interconnection of the Large Generating Facility and the Interconnection Customer's Interconnection Facilities.

9.7.4.2 The Participating TO's and Interconnection Customer's protection facilities shall be designed and coordinated with other systems in accordance with Applicable Reliability Standards, Applicable Reliability Council criteria, and Good Utility Practice.

9.7.4.3 The Participating TO and Interconnection Customer shall each be responsible for protection of its facilities consistent with Good Utility Practice.

9.7.4.4 The Participating TO's and Interconnection Customer's protective relay design shall incorporate the necessary test switches to perform the tests required in Article 6. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of the Interconnection Customer's Electric Generating Units.

9.7.4.5 The Participating TO and Interconnection Customer will test, operate and maintain System Protection Facilities in accordance with Good Utility Practice and, if applicable, the requirements of the Participating TO's Interconnection Handbook.

9.7.4.6 Prior to the in-service date, and again prior to the Commercial Operation Date, the Participating TO and Interconnection Customer or their agents shall perform a complete

calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice, the standards and procedures of the Participating TO, including, if applicable, the requirements of the Participating TO's Interconnection Handbook, and following any apparent malfunction of the System Protection Facilities, each Party shall perform both calibration and functional trip tests of its System Protection Facilities. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.

9.7.5 Requirements for Protection. In compliance with Good Utility Practice and, if applicable, the requirements of the Participating TO's Interconnection Handbook, the Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Large Generating Facility to any short circuit occurring on the Participating TO's Transmission System not otherwise isolated by the Participating TO's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Participating TO's Transmission System. Such protective equipment shall include, without limitation, a disconnecting device with fault current-interrupting capability located between the Large Generating Facility and the Participating TO's Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. The Interconnection Customer shall be responsible for protection of the Large Generating Facility and the Interconnection Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. The Interconnection Customer shall be solely responsible to disconnect the Large Generating Facility and the Interconnection Customer's other equipment if conditions on the CAISO Controlled Grid could adversely affect the Large Generating Facility.

9.7.6 Power Quality. Neither the Participating TO's nor the Interconnection Customer's facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, any applicable superseding electric industry standard, or any alternative Applicable Reliability Standard or Applicable Reliability Council standard. In the event of a conflict among ANSI Standard C84.1-1989, any applicable superseding electric industry standard, or any alternative Applicable Reliability Standard or Applicable Reliability Council standard, the alternative Applicable Reliability Standard or Applicable Reliability Council standard shall control.

9.8 Switching and Tagging Rules. Each Party shall provide the other Parties a copy of its switching and tagging rules that are applicable to the other Parties' activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

9.9 Use of Interconnection Facilities by Third Parties.

9.9.1 Purpose of Interconnection Facilities. Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Large Generating Facility to the Participating TO's Transmission System and shall be used for no other purpose.

9.9.2 Third Party Users. If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use the Participating TO's Interconnection Facilities, or any part thereof, the Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by the Participating TO, all third party users, and the Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Interconnection Facilities, will be allocated between the Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by the Participating TO, all third party users, and the Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to FERC for resolution.

9.10 Disturbance Analysis Data Exchange. The Parties will cooperate with one another in the analysis of disturbances to either the Large Generating Facility or the CAISO Controlled Grid by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by Good Utility Practice.

ARTICLE 10. MAINTENANCE

10.1 Participating TO Obligations. The Participating TO shall maintain the Participating TO's Transmission System and the Participating TO's

Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA.

- 10.2 Interconnection Customer Obligations.** The Interconnection Customer shall maintain the Large Generating Facility and the Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA.
- 10.3 Coordination.** The Parties shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Large Generating Facility and the Interconnection Facilities.
- 10.4 Secondary Systems.** The Participating TO and Interconnection Customer shall cooperate with the other Parties in the inspection, maintenance, and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers that directly affect the operation of a Party's facilities and equipment which may reasonably be expected to impact the other Parties. Each Party shall provide advance notice to the other Parties before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.
- 10.5 Operating and Maintenance Expenses.** Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, the Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing the Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of the Participating TO's Interconnection Facilities.

ARTICLE 11. PERFORMANCE OBLIGATION

- 11.1 Interconnection Customer's Interconnection Facilities.** The Interconnection Customer shall design, procure, construct, install, own and/or control the Interconnection Customer's Interconnection Facilities described in Appendix A at its sole expense.
- 11.2 Participating TO's Interconnection Facilities.** The Participating TO shall design, procure, construct, install, own and/or control the Participating TO's Interconnection Facilities described in Appendix A at the sole expense of the Interconnection Customer. Unless the Participating TO elects to fund the capital

for the Participating TO's Interconnection Facilities, they shall be solely funded by the Interconnection Customer.

11.3 Network Upgrades and Distribution Upgrades. The Participating TO shall design, procure, construct, install, and own the Network Upgrades and Distribution Upgrades described in Appendix A. The Interconnection Customer shall be responsible for all costs related to Distribution Upgrades. Unless the Participating TO elects to fund the capital for the Distribution Upgrades and Network Upgrades, they shall be funded by the Interconnection Customer, which, for Interconnection Customers processed under ~~the~~ Section 6 of the GIP (in Queue Clusters), shall be in an amount determined pursuant to the methodology set forth in Section 6.5 of the GIP. This specific amount is set forth in Appendix G to this LGIA.

11.4 Transmission Credits. No later than thirty (30) Calendar Days prior to the Commercial Operation Date, the Interconnection Customer may make a one-time election by written notice to the CAISO and the Participating TO to receive Congestion Revenue Rights as defined in and as available under the CAISO Tariff at the time of the election in accordance with the CAISO Tariff, in lieu of a refund of the cost of Network Upgrades in accordance with Article 11.4.1.

11.4.1 Repayment of Amounts Advanced for Network Upgrades. Upon the Commercial Operation Date, of a Generating Facility that is not a Phased Generating Facility, and the in-service date of the corresponding Network Upgrades, the Interconnection Customer shall be entitled to a repayment, equal to the total amount paid to the Participating TO for the costs of Network Upgrades for which it is responsible, as set forth in Appendix G. Such amount shall include any tax gross-up or other tax-related payments associated with Network Upgrades not refunded to the Interconnection Customer pursuant to Article 5.17.8 or otherwise, and shall be paid to the Interconnection Customer by the Participating TO on a dollar-for-dollar basis either through (1) direct payments made on a levelized basis over the five-year period commencing on the Commercial Operation Date; or (2) any alternative payment schedule that is mutually agreeable to the Interconnection Customer and Participating TO, provided that such amount is paid within five (5) years from the Commercial Operation Date. Notwithstanding the foregoing, if this LGIA terminates within five (5) years from the Commercial Operation Date, the Participating TO's obligation to pay refunds to the Interconnection Customer shall cease as of the date of termination. **Any**

11.4.1.2 Repayment of Amounts Advanced Regarding Phased Generating Facilities

Upon the Commercial Operation Date of each phase of a Phased Generating Facility, the Interconnection Customer shall be entitled to a

repayment equal to the Interconnection Customer's contribution to the cost of Network Upgrades for that completed phase for which the Interconnection Customer is responsible, as set forth in Appendix G, if all of the following conditions are satisfied:

- (a) The Generating Facility is capable of being constructed in phases;
- (b) The Generating Facility is specified in the LGIA as being constructed in phases;
- (c) The completed phase corresponds to one of the phases specified in the LGIA;
- (d) The phase has achieved Commercial Operation and the Interconnection Customer has tendered notice of the same pursuant to this LGIA;
- (e) All parties to the LGIA have confirmed that the completed phase meets the requirements set forth in this LGIA and any other operating, metering, and interconnection requirements to permit generation output of the entire capacity of the completed phase as specified in this LGIA;
- (f) The Network Upgrades necessary for the completed phase to meet the desired level of deliverability are in service; and
- (g) The Interconnection Customer has posted one hundred (100) percent of the Interconnection Financial Security required for the Network Upgrades for all the phases of the Generating Facility (or if less than one hundred (100) percent has been posted, then all required Financial Security Instruments to the date of commencement of repayment).

Upon satisfaction of these conditions (a) through (g), the Interconnection Customer shall be entitled to receive a partial repayment of its financed cost responsibility in an amount equal to the percentage of the Generating Facility declared to be in Commercial Operation multiplied by the cost of the Network Upgrades associated with the completed phase. The Interconnection Customer shall be entitled to repayment in this manner for each completed phase until the entire Generating Facility is completed.

A reduction in the electrical output (MW capacity) of the Generating Facility pursuant to LGIA Article 5.19.4 shall not diminish the Interconnection Customer's right to repayment pursuant to this LGIA Article 11.4.1. If the LGIA includes a partial termination provision and the partial termination right has been exercised with regard to a phase that

has not been built, then the Interconnection Customer's eligibility for repayment under this Article as to the remaining phases shall not be diminished. If the Interconnection Customer completes one or more phases and then breaches the LGIA, the Participating TO and the CAISO shall be entitled to offset any losses or damages resulting from the breach against any repayments made for Network Upgrades related to the completed phases.

Any repayment amount for completion of a phase shall include any tax gross-up or other tax-related payments associated with Network Upgrades not refunded to the Interconnection Customer pursuant to Article 5.17.8 or otherwise, and shall be paid to the Interconnection Customer by the Participating TO on a dollar-for-dollar basis either through (1) direct payments made on a levelized basis over the five-year period commencing on the date by which the requirements of items (a) through (g) have been fulfilled; or (2) any alternative payment schedule that is mutually agreeable to the Interconnection Customer and Participating TO, provided that such amount is paid within five (5) years from the Commercial Operation Date. Notwithstanding the foregoing, if this LGIA terminates within five (5) years from the Commercial Operation Date, the Participating TO's obligation to pay refunds to the Interconnection Customer shall cease as of the date of termination.

11.4.1.3 Interest Payments and Assignment Rights

Any phased or non-phased repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment. Interest shall continue to accrue on the repayment obligation so long as this LGIA is in effect. The Interconnection Customer may assign such repayment rights to any person.

11.4.1.4 Failure to Achieve Commercial Operation

If the Large Generating Facility fails to achieve Commercial Operation, but it or another Generating Facility is later constructed and makes use of the Network Upgrades, the Participating TO shall at that time reimburse Interconnection Customer for the amounts advanced for the Network Upgrades. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the Generating Facility, if different, is responsible for identifying and demonstrating to the Participating TO the appropriate entity to which reimbursement must be made in order to implement the intent of this reimbursement obligation.

11.4.2 Special Provisions for Affected Systems. The Interconnection Customer shall enter into an agreement with the owner of the Affected System and/or other affected owners of portions of the CAISO Controlled Grid, as applicable, in accordance with the GIP. Such agreement shall specify the terms governing payments to be made by the Interconnection Customer to the owner of the Affected System and/or other affected owners of portions of the CAISO Controlled Grid as well as the repayment by the owner of the Affected System and/or other affected owners of portions of the CAISO Controlled Grid. In no event shall the Participating TO be responsible for the repayment for any facilities that are not part of the Participating TO's Transmission System. In the event the Participating TO is a joint owner with an Affected System or with any other co-owner of a facility affected by the Large Generating Facility, the Participating TO's obligation to reimburse the Interconnection Customer for payments made to address the impacts of the Large Generating Facility on the system shall not exceed the proportionate amount of the cost of any upgrades attributable to the proportion of the jointly-owned facility owned by the Participating TO.

11.4.3 Notwithstanding any other provision of this LGIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, Congestion Revenue Rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements, merchant transmission Congestion Revenue Rights in accordance with Section 36.11 of the CAISO Tariff, or transmission credits for transmission service that is not associated with the Large Generating Facility.

11.5 Provision of Interconnection Financial Security. The Interconnection Customer is obligated to provide all necessary Interconnection Financial Security required under Section 9 of the GIP in a manner acceptable under Section 9 of the GIP. Failure by the Interconnection Customer to timely satisfy the GIP's requirements for the provision of Interconnection Financial Security shall be deemed a Breach of this ~~agreement~~Agreement and a condition of Default of this ~~agreement~~Agreement.

11.5.1 Notwithstanding any other provision in this ~~agreement~~Agreement for notice of Default and opportunity to cure such Default, the CAISO or the Participating TO shall provide the Interconnection Customer with written notice of any Default due to timely failure to post Financial Security, and the Interconnection Customer shall have five (5) Business Days from the date of such notice to cure such Default by posting the required

Interconnection-Financial Security. If the Interconnection Customer fails to cure the Default, then this Agreement shall be deemed terminated.

11.6 Interconnection Customer Compensation. If the CAISO requests or directs the Interconnection Customer to provide a service pursuant to Articles 9.6.3 (Payment for Reactive Power) or 13.5.1 of this LGIA, the CAISO shall compensate the Interconnection Customer in accordance with the CAISO Tariff.

11.6.1 Interconnection Customer Compensation for Actions During Emergency Condition. The CAISO shall compensate the Interconnection Customer in accordance with the CAISO Tariff for its provision of real and reactive power and other Emergency Condition services that the Interconnection Customer provides to support the CAISO Controlled Grid during an Emergency Condition in accordance with Article 11.6.

ARTICLE 12. INVOICE

12.1 General. The Participating TO shall submit to the Interconnection Customer, on a monthly basis, invoices of amounts due pursuant to this LGIA for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this LGIA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party. Notwithstanding the foregoing, any invoices between the CAISO and another Party shall be submitted and paid in accordance with the CAISO Tariff.

12.2 Final Invoice. As soon as reasonably practicable, but within twelve months after completion of the construction of the Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades, the Participating TO shall provide an invoice of the final cost of the construction of the Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades, 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. With respect to costs associated with the Participating TO's Interconnection Facilities and Distribution Upgrades, the Participating TO shall refund to the Interconnection Customer any amount by which the actual payment by the Interconnection Customer for estimated costs 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 actual payment for estimated costs, then the Interconnection Customer shall pay to the Participating TO any amount by which the actual costs of construction exceed the actual

payment by the Interconnection Customer for estimated costs within thirty (30) Calendar Days of the issuance of such final construction invoice. With respect to costs associated with Network Upgrades, the Participating TO shall refund to the Interconnection Customer any amount by which the actual payment by the Interconnection Customer for estimated costs exceeds the actual costs of construction multiplied by the Interconnection Customer's percentage share of those costs, as set forth in Appendix G to this LGIA within thirty (30) Calendar Days of the issuance of such final construction invoice. In the event the actual costs of construction multiplied by the Interconnection Customer's percentage share of those costs exceed the Interconnection Customer's actual payment for estimated costs, then the Participating TO shall recover such difference through its transmission service rates.

12.3 Payment. Invoices shall be rendered to the Interconnection Customer at the address specified in Appendix F. The Interconnection Customer shall pay, or Participating TO shall refund, the amounts due within thirty (30) Calendar Days of the Interconnection Customer's receipt of the invoice. All payments shall be made in immediately available funds payable to the Interconnection Customer or Participating TO, or by wire transfer to a bank named and account designated by the invoicing Interconnection Customer or Participating TO. Payment of invoices by any Party will not constitute a waiver of any rights or claims any Party may have under this LGIA.

12.4 Disputes. In the event of a billing dispute between the Interconnection Customer and the Participating TO, the Participating TO and the CAISO shall continue to provide Interconnection Service under this LGIA as long as the Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to the Participating TO or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If the Interconnection Customer fails to meet these two requirements for continuation of service, then the Participating TO may provide notice to the Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with interest calculated in accordance with the methodology set forth in FERC's Regulations at 18 C.F.R. § 35.19a(a)(2)(iii). Notwithstanding the foregoing, any billing dispute between the CAISO and another Party shall be resolved in accordance with the provisions of Article 27 of this LGIA.

ARTICLE 13. EMERGENCIES

13.1 [Reserved]

13.2 Obligations. Each Party shall comply with the Emergency Condition procedures of the CAISO, NERC, the Applicable Reliability Council, Applicable Reliability

Standards, Applicable Laws and Regulations, and any emergency procedures set forth in this LGIA.

13.3 Notice. The Participating TO or the CAISO shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that affects the Participating TO's Interconnection Facilities or Distribution System or the CAISO Controlled Grid, respectively, that may reasonably be expected to affect the Interconnection Customer's operation of the Large Generating Facility or the Interconnection Customer's Interconnection Facilities. The Interconnection Customer shall notify the Participating TO and the CAISO promptly when it becomes aware of an Emergency Condition that affects the Large Generating Facility or the Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the CAISO Controlled Grid or the Participating TO's Interconnection Facilities. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of the Interconnection Customer's or Participating TO's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice, if requested by a Party, which may be provided by electronic mail or facsimile, or in the case of the CAISO may be publicly posted on the CAISO's internet web site.

13.4 Immediate Action. Unless, in the Interconnection Customer's reasonable judgment, immediate action is required, the Interconnection Customer shall obtain the consent of the CAISO and the Participating TO, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Large Generating Facility or the Interconnection Customer's Interconnection Facilities in response to an Emergency Condition declared by the Participating TO or CAISO or in response to any other emergency condition.

13.5 CAISO and Participating TO Authority.

13.5.1 General. The CAISO and Participating TO may take whatever actions or inactions, including issuance of dispatch instructions, with regard to the CAISO Controlled Grid or the Participating TO's Interconnection Facilities or Distribution System they deem necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the CAISO Controlled Grid or the Participating TO's Interconnection Facilities or Distribution System, and (iii) limit or prevent damage, and (iv) expedite restoration of service.

The Participating TO and the CAISO shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Large Generating Facility or the Interconnection Customer's Interconnection Facilities. The Participating TO or the CAISO may, on the basis of technical considerations, require the Large Generating Facility to mitigate an

Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing the Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Large Generating Facility; implementing a reduction or disconnection pursuant to Article 13.5.2; directing the Interconnection Customer to assist with black start (if available) or restoration efforts; or altering the outage schedules of the Large Generating Facility and the Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of the CAISO's and Participating TO's operating instructions concerning Large Generating Facility real power and reactive power output within the manufacturer's design limitations of the Large Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

13.5.2 Reduction and Disconnection. The Participating TO or the CAISO may reduce Interconnection Service or disconnect the Large Generating Facility or the Interconnection Customer's Interconnection Facilities when such reduction or disconnection is necessary under Good Utility Practice due to Emergency Conditions. These rights are separate and distinct from any right of curtailment of the CAISO pursuant to the CAISO Tariff. When the CAISO or Participating TO can schedule the reduction or disconnection in advance, the CAISO or Participating TO shall notify the Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. The CAISO or Participating TO shall coordinate with the Interconnection Customer using Good Utility Practice to schedule the reduction or disconnection during periods of least impact to the Interconnection Customer and the CAISO and Participating TO. Any reduction or disconnection shall continue only for so long as reasonably necessary under Good Utility Practice. The Parties shall cooperate with each other to restore the Large Generating Facility, the Interconnection Facilities, and the CAISO Controlled Grid to their normal operating state as soon as practicable consistent with Good Utility Practice.

- 13.6 Interconnection Customer Authority.** Consistent with Good Utility Practice, this LGIA, and the CAISO Tariff, the Interconnection Customer may take actions or inactions with regard to the Large Generating Facility or the Interconnection Customer's Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Large Generating Facility or the Interconnection Customer's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the CAISO Controlled Grid and the Participating TO's Interconnection Facilities. The CAISO and Participating TO shall use Reasonable Efforts to assist Interconnection Customer in such actions.
- 13.7 Limited Liability.** Except as otherwise provided in Article 11.6.1 of this LGIA, no Party shall be liable to any other Party for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and is consistent with Good Utility Practice.

ARTICLE 14. REGULATORY REQUIREMENTS AND GOVERNING LAW

- 14.1 Regulatory Requirements.** Each Party's obligations under this LGIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this LGIA shall require the Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act or the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978, or the Energy Policy Act of 2005.
- 14.2 Governing Law.**
- 14.2.1** The validity, interpretation and performance of this LGIA and each of its provisions shall be governed by the laws of the state where the Point of Interconnection is located, without regard to its conflicts of law principles.
- 14.2.2** This LGIA is subject to all Applicable Laws and Regulations.
- 14.2.3** Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

ARTICLE 15. NOTICES

15.1 General. Unless otherwise provided in this LGIA, any notice, demand or request required or permitted to be given by a Party to another and any instrument required or permitted to be tendered or delivered by a Party in writing to another shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F, Addresses for Delivery of Notices and Billings.

A Party must update the information in Appendix F as information changes. A Party may change the notice information in this LGIA by giving five (5) Business Days written notice prior to the effective date of the change. Such changes shall not constitute an amendment to this LGIA.

15.2 Billings and Payments. Billings and payments shall be sent to the addresses set out in Appendix F.

15.3 Alternative Forms of Notice. Any notice or request required or permitted to be given by a Party to another and not required by this LGIA to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out in Appendix F.

15.4 Operations and Maintenance Notice. Each Party shall notify the other Parties in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

ARTICLE 16. FORCE MAJEURE

16.1 Force Majeure.

16.1.1 Economic hardship is not considered a Force Majeure event.

16.1.2 No Party shall be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not

be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

ARTICLE 17. DEFAULT

17.1 Default.

17.1.1 General. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this LGIA or the result of an act or omission of the other Party. Upon a Breach, the affected non-Breaching Party(ies) shall give written notice of such Breach to the Breaching Party. Except as provided in ~~Article 17.1.2 and in Article~~ Articles 11.5.1 and 17.1.2, the Breaching Party shall have thirty (30) Calendar Days from receipt of the Default notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the Breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Default notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2 Right to Terminate. If a Breach is not cured as provided in this Article, or if a Breach is not capable of being cured within the period provided for herein, the affected non-Breaching Party(ies) shall have the right to declare a Default and terminate this LGIA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not such Party(ies) terminates this LGIA, to recover from the Breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article will survive termination of this LGIA.

ARTICLE 18. INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE

18.1 Indemnity. Each Party shall at all times indemnify, defend, and hold the other Parties harmless from, any and all Losses arising out of or resulting from another Party's action or inactions of its obligations under this LGIA on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

18.1.1 Indemnified Party. If an Indemnified Party is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such Indemnified Party may at the expense of the Indemnifying Party contest,

settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

18.1.2 Indemnifying Party. If an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Article 18, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's actual Loss, net of any insurance or other recovery.

18.1.3 Indemnity Procedures. Promptly after receipt by an Indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Party. If the defendants in any such action include one or more Indemnified Parties and the Indemnifying Party and if the Indemnified Party reasonably concludes that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Party or Indemnified Parties having such differing or additional legal defenses.

The Indemnified Party shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Party and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Party, or there exists a conflict or adversity of interest between the Indemnified Party and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Party, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed.

18.2 Consequential Damages. Other than the liquidated damages heretofore described in Article 5.3, in no event shall any Party be liable under any provision of this LGIA for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to another Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

18.3 Insurance. Each As indicated below, the designated Party shall, at its own expense, maintain in force throughout the period of periods noted in this LGIA, and until released by the other Parties, the following minimum insurance coverages, with insurers rated no less than A- (with a minimum size rating of VII) by Bests' Insurance Guide and Key Ratings and authorized to do business in the state where the Point of Interconnection is located, except in the case of any insurance required to be carried by the CAISO, the State of California:

18.3.1 Employer's Liability and Workers' Compensation Insurance providing statutory benefits. The Participating TO and the Interconnection Customer shall maintain such coverage from the commencement of any Construction Activities providing statutory benefits for workers compensation coverage and coverage amounts of no less than One Million Dollars (\$1,000,000) for employer's liability in accordance with the laws and regulations of the state in which the Point of Interconnection is located, ~~except in the case of the CAISO, the State of California.~~ The Participating TO shall provide the Interconnection Customer with evidence of such insurance within thirty (30) days of any request by the Interconnection Customer. The Interconnection Customer shall provide evidence of such insurance thirty (30) days prior to entry by any employee or contractor or other person acting on the Interconnection Customer's behalf onto any construction site to perform any work related to the Interconnection Facilities or Generating Facility.

18.3.2 Commercial General Liability Insurance. The Participating TO and the Interconnection Customer shall maintain commercial general liability insurance commencing within thirty (30) days of the effective date of this LGIA, including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million

Dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage. If the activities of the Interconnection Customer are being conducted through the actions of an Affiliate, then the Interconnection Customer may satisfy the insurance requirements of this Section 18.3.2 by providing evidence of insurance coverage carried by such Affiliate and showing the Participating TO as an additional insured, together with the Interconnection Customer's written representation to the Participating TO and the CAISO that the insured Affiliate is conducting all of the necessary pre-construction work. Within thirty (30) days prior to the entry of any person on behalf of the Interconnection Customer onto any construction site to perform work related to the Interconnection Facilities or Generating Facility, the Interconnection Customer shall replace any evidence of Affiliate Insurance with evidence of such insurance carried by the Interconnection Customer, naming the Participating TO as additional insured.

18.3.3 Business Automobile Liability Insurance ~~for~~. Prior to the entry of any such vehicles on any construction site in connection with work done by or on behalf of the Interconnection Customer, the Interconnection Customer shall provide evidence of coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage. Upon the request of the Participating TO, the Interconnection Customer shall name the Participating TO as an additional insured on any such policies.

18.3.4 Excess Public Liability Insurance

18.3.4 Excess Public Liability Insurance. Commencing at the time of entry of any person on its behalf upon any construction site for the Network Upgrades, Interconnection Facilities, or Generating Facility, the Participating TO and the Interconnection Customer shall maintain excess public liability insurance over and above the Employer's Liability Commercial General Liability and Business Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars (\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate. Such insurance carried by the Participating TO shall name the Interconnection Customer as an additional insured, and such insurance carried by the Interconnection Customer shall name the Participating TO as an additional insured.

18.3.5 The Commercial General Liability Insurance, Business Automobile Insurance and Excess Public Liability Insurance policies shall name the other Parties identified in the sections above, their parents, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of

subrogation in accordance with the provisions of this LGIA against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group ~~prior to anniversary date of cancellation or any material change in coverage or condition~~of cancellation in coverage or condition. If any Party can reasonably demonstrate that coverage policies containing provisions for insurer waiver of subrogation rights, or advance written notice are not commercially available, then the Parties shall meet and confer and mutually determine to (i) establish replacement or equivalent terms in lieu of subrogation or notice or (ii) waive the requirements that coverage(s) include such subrogation provision or require advance written notice from such insurers.

- 18.3.6** The Commercial General Liability Insurance, Business Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.
- 18.3.7** The Commercial General Liability Insurance, Business Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this LGIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.
- 18.3.8** The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this LGIA.
- 18.3.9** Within ten (10) Calendar Days following execution of this LGIA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) Calendar Days thereafter, each Party shall provide certification of all insurance required in this LGIA, executed by each insurer or by an authorized representative of each insurer.
- 18.3.10** Notwithstanding the foregoing, each Party may self-insure a) to meet the insurance requirements of Article 18.3.1, to the extent that it maintains a self-insurance program that is a qualified self insurer within

the state in which the Point of Interconnection is located, under the laws and regulations of such state; and

b) to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program; provided that, such Party's senior unsecured debt or issuer rating is BBB-, or better, as rated by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's senior unsecured debt rating and issuer rating are both unrated by Standard & Poor's or are both rated at less than BBB- by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this Article 18.3.10, it shall notify the other Parties that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

18.3.11 The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this LGIA.

ARTICLE 19. ASSIGNMENT

19.1 Assignment. This LGIA may be assigned by a Party only with the written consent of the other Parties; provided that a Party may assign this LGIA without the consent of the other Parties to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this LGIA; and provided further that the Interconnection Customer shall have the right to assign this LGIA, without the consent of the CAISO or Participating TO, for collateral security purposes to aid in providing financing for the Large Generating Facility, provided that the Interconnection Customer will promptly notify the CAISO and Participating TO of any such assignment. Any financing arrangement entered into by the Interconnection Customer pursuant to this Article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the CAISO and Participating TO of the date and particulars of any such exercise of assignment right(s), including providing the CAISO and Participating TO with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this Article is void and ineffective. Any assignment under this LGIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

ARTICLE 20. SEVERABILITY

20.1 Severability. If any provision in this LGIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this LGIA; provided that if the Interconnection Customer (or any third party, but only if such third party is not acting at the direction of the Participating TO or CAISO) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of the provisions of Article 5.1.2 or 5.1.4 shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

ARTICLE 21. COMPARABILITY

21.1 Comparability. The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

ARTICLE 22. CONFIDENTIALITY

22.1 Confidentiality. Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business

affairs, and pricing, and any information supplied by any of the Parties to the other Parties prior to the execution of this LGIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Parties receiving the information that the information is confidential.

If requested by any Party, the other Parties shall provide in writing, the basis for asserting that the information referred to in this Article 22 warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

22.1.1 Term. During the term of this LGIA, and for a period of three (3) years after the expiration or termination of this LGIA, except as otherwise provided in this Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

22.1.2 Scope. Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this LGIA; or (6) is required, in accordance with Article 22.1.7 of this LGIA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this LGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Parties that it no longer is confidential.

22.1.3 Release of Confidential Information. No Party shall release or disclose Confidential Information to any other person, except to its employees, consultants, Affiliates (limited by the Standards of Conduct requirements set forth in Part 358 of FERC's Regulations, 18 C.F.R. 358), subcontractors, or to parties who may be or considering providing financing to or equity participation with the Interconnection Customer, or to potential purchasers or assignees of the Interconnection Customer, on a

need-to-know basis in connection with this LGIA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

22.1.4 Rights. Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Parties. The disclosure by each Party to the other Parties of Confidential Information shall not be deemed a waiver by a Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

22.1.5 No Warranties. The mere fact that a Party has provided Confidential Information does not constitute a warranty or representation as to its accuracy or completeness. In addition, by supplying Confidential Information, no Party obligates itself to provide any particular information or Confidential Information to the other Parties nor to enter into any further agreements or proceed with any other relationship or joint venture.

22.1.6 Standard of Care. Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Parties under this LGIA or its regulatory requirements.

22.1.7 Order of Disclosure. If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires any Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Parties with prompt notice of such request(s) or requirement(s) so that the other Parties may seek an appropriate protective order or waive compliance with the terms of this LGIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

22.1.8 Termination of Agreement. Upon termination of this LGIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from another Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the other Party) or return to the other Party, without retaining

copies thereof, any and all written or electronic Confidential Information received from the other Party.

22.1.9 Remedies. The Parties agree that monetary damages would be inadequate to compensate a Party for another Party's Breach of its obligations under this Article 22. Each Party accordingly agrees that the other Parties shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

22.1.10 Disclosure to FERC, its Staff, or a State. Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 C.F.R. section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this LGIA, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 C.F.R. section 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Parties to this LGIA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Parties to the LGIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time any of the Parties may respond before such information would be made public, pursuant to 18 C.F.R. section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

22.1.11 Subject to the exception in Article 22.1.10, Confidential Information shall not be disclosed by the other Parties to any person not employed or retained by the other Parties, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Parties, such consent not to be unreasonably withheld; or (iv)

necessary to fulfill its obligations under this LGIA or as a transmission service provider or a Balancing Authority including disclosing the Confidential Information to an RTO or ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Parties in writing of the information it claims is confidential. Prior to any disclosures of another Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

ARTICLE 23. ENVIRONMENTAL RELEASES

- 23.1** Each Party shall notify the other Parties, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Large Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Parties. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Parties copies of any publicly available reports filed with any Governmental Authorities addressing such events.

ARTICLE 24. INFORMATION REQUIREMENTS

- 24.1 Information Acquisition.** The Participating TO and the Interconnection Customer shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.
- 24.2 Information Submission by Participating TO.** The initial information submission by the Participating TO shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include the Participating TO's Transmission System information necessary to allow the Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise agreed to by the Participating TO and the Interconnection Customer. On a monthly basis the Participating TO shall provide the Interconnection Customer and the CAISO a status report on the construction and installation of the Participating TO's Interconnection Facilities and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report; (3) a description of

the action items for the next period; and (4) the delivery status of equipment ordered.

24.3 Updated Information Submission by Interconnection Customer. The updated information submission by the Interconnection Customer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation. The Interconnection Customer shall submit a completed copy of the Electric Generating Unit data requirements contained in Appendix 1 to the GIP. It shall also include any additional information provided to the Participating TO and the CAISO for the Interconnection Studies. Information in this submission shall be the most current Electric Generating Unit design or expected performance data. Information submitted for stability models shall be compatible with the Participating TO and CAISO standard models. If there is no compatible model, the Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If the Interconnection Customer's data is materially different from what was originally provided to the Participating TO and the CAISO for the Interconnection Studies, then the Participating TO and the CAISO will conduct appropriate studies pursuant to the GIP to determine the impact on the Participating TO's Transmission System and affected portions of the CAISO Controlled Grid based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed and all other requirements of this LGIA are satisfied.

24.4 Information Supplementation. Prior to the Trial Operation date, the Parties shall supplement their information submissions described above in this Article 24 with any and all "as-built" Electric Generating Unit information or "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Electric Generating Unit as required by Good Utility Practice such as an open circuit "step voltage" test on the Electric Generating Unit to verify proper operation of the Electric Generating Unit's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Electric Generating Unit at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent (5 percent) change in Electric Generating Unit terminal voltage initiated by a change in the voltage regulators reference voltage. The Interconnection Customer shall provide validated test recordings showing the responses of Electric Generating Unit terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Electric Generating Unit's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Electric Generating Unit terminal or

field voltages is provided. Electric Generating Unit testing shall be conducted and results provided to the Participating TO and the CAISO for each individual Electric Generating Unit in a station.

Subsequent to the Commercial Operation Date, the Interconnection Customer shall provide the Participating TO and the CAISO any information changes due to equipment replacement, repair, or adjustment. The Participating TO shall provide the Interconnection Customer any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Participating TO-owned substation that may affect the Interconnection Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information pursuant to Article 5.19.

ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS

- 25.1 Information Access.** Each Party (the "disclosing Party") shall make available to the other Party information that is in the possession of the disclosing Party and is necessary in order for the other Party to: (i) verify the costs incurred by the disclosing Party for which the other Party is responsible under this LGIA; and (ii) carry out its obligations and responsibilities under this LGIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this LGIA. Nothing in this Article 25 shall obligate the CAISO to make available to a Party any third party information in its possession or control if making such third party information available would violate a CAISO Tariff restriction on the use or disclosure of such third party information.
- 25.2 Reporting of Non-Force Majeure Events.** Each Party (the "notifying Party") shall notify the other Parties when the notifying Party becomes aware of its inability to comply with the provisions of this LGIA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this Article shall not entitle the Party receiving such notification to allege a cause for anticipatory breach of this LGIA.
- 25.3 Audit Rights.** Subject to the requirements of confidentiality under Article 22 of this LGIA, the Parties' audit rights shall include audits of a Party's costs pertaining to such Party's performance or satisfaction of obligations owed to the other Party under this LGIA, calculation of invoiced amounts, the CAISO's efforts to allocate responsibility for the provision of reactive support to the CAISO Controlled Grid, the CAISO's efforts to allocate responsibility for interruption or

reduction of generation on the CAISO Controlled Grid, and each such Party's actions in an Emergency Condition.

25.3.1 The Interconnection Customer and the Participating TO shall each have the right, during normal business hours, and upon prior reasonable notice to the other Party, to audit at its own expense the other Party's accounts and records pertaining to either such Party's performance or either such Party's satisfaction of obligations owed to the other Party under this LGIA. Subject to Article 25.3.2, any audit authorized by this Article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each such Party's performance and satisfaction of obligations under this LGIA. Each such Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

25.3.2 Notwithstanding anything to the contrary in Article 25.3, each Party's rights to audit the CAISO's accounts and records shall be as set forth in Section 22.1 of the CAISO Tariff.

25.4 Audit Rights Periods.

25.4.1 Audit Rights Period for Construction-Related Accounts and Records.

Accounts and records related to the design, engineering, procurement, and construction of Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades constructed by the Participating TO shall be subject to audit for a period of twenty-four months following the Participating TO's issuance of a final invoice in accordance with Article 12.2. Accounts and records related to the design, engineering, procurement, and construction of Participating TO's Interconnection Facilities and/or Stand Alone Network Upgrades constructed by the Interconnection Customer shall be subject to audit and verification by the Participating TO and the CAISO for a period of twenty-four months following the Interconnection Customer's issuance of a final invoice in accordance with Article 5.2(8).

25.4.2 Audit Rights Period for All Other Accounts and Records. Accounts and records related to a Party's performance or satisfaction of all obligations under this LGIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four months after the event for which the audit is sought; provided that each Party's rights to audit the CAISO's accounts and records shall be as set forth in Section 22.1 of the CAISO Tariff.

25.5 Audit Results. If an audit by the Interconnection Customer or the Participating TO determines that an overpayment or an underpayment has occurred with respect to the other Party, a notice of such overpayment or underpayment shall be given to the other Party together with those records from the audit which supports such determination. The Party that is owed payment shall render an invoice to the other Party and such invoice shall be paid pursuant to Article 12 hereof.

25.5.1 Notwithstanding anything to the contrary in Article 25.5, the Interconnection Customer's and Participating TO's rights to audit the CAISO's accounts and records shall be as set forth in Section 22.1 of the CAISO Tariff, and the CAISO's process for remedying an overpayment or underpayment shall be as set forth in the CAISO Tariff.

ARTICLE 26. SUBCONTRACTORS

26.1 General. Nothing in this LGIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this LGIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this LGIA in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

26.2 Responsibility of Principal. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this LGIA. The hiring Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the CAISO or Participating TO be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under Article 5 of this LGIA. Any applicable obligation imposed by this LGIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

26.3 No Limitation by Insurance. The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

ARTICLE 27. DISPUTES

All disputes arising out of or in connection with this LGIA whereby relief is sought by or from the CAISO shall be settled in accordance with the provisions of Article 13 of the CAISO Tariff, except that references to the CAISO Tariff in such Article 13 of the CAISO Tariff shall be read as references to this LGIA. Disputes arising out of or in connection with this LGIA not subject to provisions of Article 13 of the CAISO Tariff shall be resolved as follows:

27.1 Submission. In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this LGIA or its performance, such Party (the "disputing Party") shall provide the other Party with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party's receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this LGIA.

27.2 External Arbitration Procedures. Any arbitration initiated under this LGIA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) Calendar Days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules") and any applicable FERC regulations; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 27, the terms of this Article 27 shall prevail.

27.3 Arbitration Decisions. Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall

notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this LGIA and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator(s) must also be filed with FERC if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

- 27.4 Costs.** Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or (2) one half the cost of the single arbitrator jointly chosen by the Parties.

ARTICLE 28. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 28.1 General.** Each Party makes the following representations, warranties and covenants:

28.1.1 Good Standing. Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Large Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this LGIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this LGIA.

28.1.2 Authority. Such Party has the right, power and authority to enter into this LGIA, to become a Party hereto and to perform its obligations hereunder. This LGIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

28.1.3 No Conflict. The execution, delivery and performance of this LGIA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license,

permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

28.1.4 Consent and Approval. Such Party has sought or obtained, or, in accordance with this LGIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this LGIA, and it will provide to any Governmental Authority notice of any actions under this LGIA that are required by Applicable Laws and Regulations.

ARTICLE 29. [RESERVED]

ARTICLE 30. MISCELLANEOUS

- 30.1 Binding Effect.** This LGIA and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- 30.2 Conflicts.** In the event of a conflict between the body of this LGIA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this LGIA shall prevail and be deemed the final intent of the Parties.
- 30.3 Rules of Interpretation.** This LGIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this LGIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this LGIA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this LGIA or such Appendix to this LGIA, or such Section to the GIP or such Appendix to the GIP, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this LGIA as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".

30.4 Entire Agreement. This LGIA, including all Appendices and Schedules attached hereto, constitutes the entire agreement among the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between or among the Parties with respect to the subject matter of this LGIA. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, any Party's compliance with its obligations under this LGIA.

30.5 No Third Party Beneficiaries. This LGIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

30.6 Waiver. The failure of a Party to this LGIA to insist, on any occasion, upon strict performance of any provision of this LGIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this LGIA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this LGIA. Termination or Default of this LGIA for any reason by the Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Participating TO. Any waiver of this LGIA shall, if requested, be provided in writing.

30.7 Headings. The descriptive headings of the various Articles of this LGIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this LGIA.

30.8 Multiple Counterparts. This LGIA may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

30.9 Amendment. The Parties may by mutual agreement amend this LGIA by a written instrument duly executed by all of the Parties. Such amendment shall become effective and a part of this LGIA upon satisfaction of all Applicable Laws and Regulations.

30.10 Modification by the Parties. The Parties may by mutual agreement amend the Appendices to this LGIA by a written instrument duly executed by all of the Parties. Such amendment shall become effective and a part of this LGIA upon satisfaction of all Applicable Laws and Regulations.

30.11 Reservation of Rights. The CAISO and Participating TO shall each have the right to make a unilateral filing with FERC to modify this LGIA pursuant to section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder with respect to the following Articles and Appendices of this LGIA and with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation covered by these Articles and Appendices:

Recitals, 1, 2.1, 2.2, 2.3, 2.4, 2.6, 3.1, 3.3, 4.1, 4.2, 4.3, 4.4, 5 preamble, 5.4, 5.7, 5.8, 5.9, 5.12, 5.13, 5.18, 5.19.1, 7.1, 7.2, 8, 9.1, 9.2, 9.3, 9.5, 9.6, 9.7, 9.8, 9.10, 10.3, 11.4, 12.1, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24.3, 24.4, 25.1, 25.2, 25.3 (excluding subparts), 25.4.2, 26, 28, 29, 30, Appendix D, Appendix F, Appendix G, and any other Article not reserved exclusively to the Participating TO or the CAISO below.

The Participating TO shall have the exclusive right to make a unilateral filing with FERC to modify this LGIA pursuant to section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder with respect to the following Articles and Appendices of this LGIA and with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation covered by these Articles and Appendices:

2.5, 5.1, 5.2, 5.3, 5.5, 5.6, 5.10, 5.11, 5.14, 5.15, 5.16, 5.17, 5.19 (excluding 5.19.1), 6, 7.3, 9.4, 9.9, 10.1, 10.2, 10.4, 10.5, 11.1, 11.2, 11.3, 11.5, 12.2, 12.3, 12.4, 24.1, 24.2, 25.3.1, 25.4.1, 25.5 (excluding 25.5.1), 27 (excluding preamble), Appendix A, Appendix B, Appendix C, and Appendix E.

The CAISO shall have the exclusive right to make a unilateral filing with FERC to modify this LGIA pursuant to section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder with respect to the following Articles of this LGIA and with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation covered by these Articles:

3.2, 4.5, 11.6, 25.3.2, 25.5.1, and 27 preamble.

The Interconnection Customer, the CAISO, and the Participating TO shall have the right to make a unilateral filing with FERC to modify this LGIA pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by another Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this LGIA shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations

thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

30.12 No Partnership. This LGIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership among the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.

30.13 Joint and Several Obligations. Except as otherwise provided in this LGIA, the obligations of the CAISO, the Participating TO, and the Interconnection Customer are several, and are neither joint nor joint and several.

IN WITNESS WHEREOF, the Parties have executed this LGIA in multiple originals, each of which shall constitute and be an original effective agreement among the Parties.

NextEra Desert Center Blythe, LLC

By: _____ /s/ Michael O'Sullivan

Title: _____ Vice President

Date: _____ August 12, 2011

Southern California Edison Company

By: /s/ David L. Mead _____

Title: Senior Vice President _____

Date: _____ August 12, 2011

|

|

California Independent System Operator Corporation

| By: _____ /s/ Keith E. Casey

| Title: _____ PH.D., Vice President
Market & Infrastructure Development

| Date: _____ August 12, 2011

Appendices to LGIA

- Appendix A Interconnection Facilities, Network Upgrades and Distribution Upgrades
- Appendix B Milestones
- Appendix C Interconnection Details
- Appendix D Security Arrangements Details
- Appendix E Commercial Operation Date
- Appendix F Addresses for Delivery of Notices and Billings
- Appendix G Interconnection Customer's Proportional Share of Costs of Network Upgrades for Applicable Project Group
- Appendix H Interconnection Requirements for an Asynchronous Generating Facility

Appendix A To LGIA

Interconnection Facilities, Network Upgrades and Distribution Upgrades

Recitals to Appendix A

- A. The Participating TO's Interconnection Facilities, Network Upgrades ~~and~~, Distribution Upgrades, and Interim WOD Project described herein are based on the Participating TO's preliminary engineering and design and are subject to modification to reflect the actual facilities that will be constructed and installed following the Participating TO's final engineering and design, identification of field conditions, and compliance with applicable environmental and permitting requirements.
- B. The Interconnection Customer proposed, in its Interconnection Request, dated May 24, 2007 to construct a solar thermal and photovoltaic Generating Facility with a maximum net output of 500 MW. The entire Generating Facility, known as the "Genesis McCoy Solar Project," is comprised of the (i) Genesis Station, a 250 MW solar thermal facility consisting of two (2) 125 MW Electric Generating Units, and (ii) McCoy Station, a 250 MW photovoltaic facility. For the purpose of this LGIA, the McCoy Station will be deemed to be constructed as two (2) Electric Generating Units, each consisting of approximately 125 MW. The Interconnection Request is being processed along with several other Interconnection Requests, as part of the CAISO's "Eastern Bulk System Cluster" ("Cluster").
- C. The Phase II Interconnection Study applicable to the Cluster determined that the Participating TO's Delivery Network Upgrades cannot be completed to meet the Full Capacity Deliverability Status requests of the Cluster until 2017. In response to this information, the CAISO, the Participating TO, and the Interconnection Customer have agreed to permit the Interconnection Customer to construct the entire Generating Facility as a Phased Generating Facility in two sequences, with the First Sequence, consisting of Electric Generating Units 1 & 2 ("First Sequence") and the Second Sequence, consisting of Electric Generating Units 3 & 4 ("Second Sequence"). The Interconnection Customer has proposed that the sequencing of the construction of the Phased Generating Facility take place in a manner that matches the construction of the anticipated transmission upgrades and the corresponding availability of transmission necessary for each sequence and to include within this LGIA provisions for Partial Termination as described in Article 2.4.4 of this LGIA. As set forth below, the First Sequence consisting of Electric Generating Units 1 & 2 of the Phased Generating Facility is scheduled to achieve Commercial Operation concurrent with the Participating TO's Reliability Network Upgrades and the Second Sequence consisting of Electric Generating Units 3 & 4 is scheduled to achieve Commercial Operation concurrent with the in-service date of Participating TO's Delivery Network Upgrades. The

Interconnection Customer understands that Full Capacity Deliverability Status will be determined pursuant to applicable CAISO procedures ~~and that such status is not assured for the First Sequence prior to completion of all the facilities contemplated in this LGIA in 2017.~~ This Appendix A describes separately the Interconnection Facilities, and Network Upgrades where applicable, for the First Sequence and the Second Sequence. Similarly, separate milestones are set forth for both the Phased Generating Facility and the transmission activities for each sequence based upon the results of the Phase II Interconnection Study.

D. Pursuant to the Interim WOD Project Letter Agreement, the Participating TO and Interconnection Customer have agreed to proceed with the engineering, design, procurement and construction of the Interim WOD Project which will enable the Genesis McCoy Solar Project, and other generating facilities, to attain Full Capacity Deliverability Status for an interim period until the Participating TO's Delivery Network Upgrades can be constructed and placed in service.

Operative Provisions of Appendix A

1. Interconnection Facilities:

(a) **Interconnection Customer's Interconnection Facilities:** The Interconnection Customer shall:

(i) First Sequence designated by Interconnection Customer as the Genesis Station:

1. Construct a new, approximate 14 mile, 220kV generation tie-line from the Genesis Station to Participating TO's Colorado River Substation comprised of ~~1B-9542B-1272~~ kcmil ~~ACSR~~Bittern conductor. This generation tie-line will initially be called the Colorado River-Genesis 220kV Transmission Line and will later be reconfigured as described below in the Second Sequence identified as McCoy Station under Section 1(a)(ii).
2. Install optical ground wire ("OPGW") and associated underground vaults, risers, conduits, panels, and cable on the Colorado River - Genesis 220kV Transmission Line to provide the telecommunication path required to support the line protection scheme and Remote Terminal Units ("RTU"), and one of the two diverse telecommunications paths required for the SPS. Interconnection Customer shall install, own, operate and maintain such telecommunications path and equipment, with the exception of the terminal equipment at Colorado River Substation, and initially at the Genesis Station (until such time as the Genesis McCoy 220kV Switchyard is constructed), which will be installed, owned, operated and maintained by the Participating TO.

3. Install new All Dielectric Self Supported (“ADSS”) fiber optic cable from Participating TO’s Colorado River Substation to the Genesis Station, and associated underground vaults, risers, conduits, panels and cable to terminate the ADSS, to provide the second of the two diverse telecommunications paths required for the SPS. The telecommunications equipment will be specified by the Participating TO so as to match telecommunications equipment used by the Participating TO at Colorado River Substation and at the Genesis Station. Interconnection Customer shall install, own, operate and maintain such telecommunications path and equipment, with the exception of the terminal equipment at Colorado River Substation, and initially at the Genesis Station (until such time as the Genesis McCoy 220kV Switchyard is constructed), which will be installed, owned, operated and maintained by the Participating TO. If the Interconnection Customer chooses to expedite the construction of the Genesis McCoy 220kV Switchyard as part of the initial configuration of the Genesis Station as described below in Section 1(a)(ii), this second diverse telecommunications path between Participating TO’s Colorado River Substation and the Genesis Station will still be required based on the anticipated SPS design, unless, following execution of this LGIA, the Participating TO, CAISO and Interconnection Customer mutually agree on an acceptable alternative that accomplishes the generation curtailment otherwise provided by the anticipated SPS design.
 - a. Allow Participating TO to review Interconnection Customer’s fiber-optic cable design and perform inspection to ensure compatibility with Participating TO’s terminal equipment and protection engineering requirements for diverse path communication routing.
 - b. Allow Participating TO to perform acceptance testing of fiber-optic cables and give the Participating TO the right to request and/or to perform correction of installation deficiencies as determined by the Participating TO.
4. Make available adequate space and facilities necessary for the installation of the Participating TO’s RTU to be located at the Genesis Station.
5. Install all required CAISO approved metering equipment at the Genesis Station.
6. Install all required revenue metering equipment (voltage and current transformers) at the Genesis Station to meter the Generating Facility retail load as specified by Participating TO.
7. Install 220kV transmission line protection and SPS relays at the Genesis Station as specified by the Participating TO, expected to include the following:
 - a. one (1) GE L90 current differential relay with telecommunications channel to Colorado River Substation via the OPGW on the Colorado River-Genesis 220kV Transmission Line

- b. one (1) SEL 311C current differential relay; no telecommunications channels required
 - c. two (2) N60 relays at Genesis Station Unit 1 (one for SPS A and SPS B) and two (2) N-60 relays at Genesis Station Unit 2 (one for SPS A and SPS B) to trip the generator breakers under the Colorado River corridor SPS.
 - d. one (1) SEL-2407 satellite synchronized clock
 - e. two (2) N60 relays at Genesis Station Unit 1 (one for SPS A and SPS B) to be installed, tested, and in service prior to initial synchronization of the Genesis Station Unit 1; and two (2) N-60 relays at Genesis Station Unit 2 (one for SPS A and SPS B) to be installed, tested, and in service prior to initial synchronization of the Genesis Station Unit 2, to trip the generator breakers under the Interim WOD Project.
8. Perform all required functions to obtain land easements or land acquisition, obtain licensing and permits, and perform required environmental activities for the installation of the telecommunications between the Genesis Station and Participating TO's Colorado River Substation, and for the Participating TO's portion of the Colorado River-Genesis 220kV Transmission Line.

(ii) Second Sequence designated by Interconnection Customer as the McCoy Station:

- 1. Construct a new Genesis McCoy 220kV Switchyard and a new, approximate 13 mile, 220kV generation tie-line from the McCoy Station to the new Genesis McCoy 220kV Switchyard comprised of ~~1B2B~~-954 kcmil ACSR conductor. Loop the Colorado River-Genesis 220kV Transmission Line into the Genesis McCoy 220kV Switchyard. Following completion of these Second Sequence facilities, the transmission facilities of the Genesis McCoy Solar Project will be comprised of three lines, including the Genesis McCoy-Genesis Station 220kV Transmission Line, the Genesis McCoy-McCoy Station 220kV Transmission Line, and the Colorado River-Genesis McCoy 220kV Transmission Line, collectively referred to as the "Gen-Tie Lines". The Interconnection Customer may choose to expedite the construction of the Genesis McCoy 220kV Switchyard ahead of this Second Sequence as part of the initial configuration.
- 2. Install optical ground wire ("OPGW") and associated underground vaults, risers, conduits, panels, and cable on the Genesis McCoy-McCoy Station 220kV Transmission Line to provide the telecommunication path required to support the line protection scheme and Remote Terminal Units ("RTU"), and one of the two required telecommunications paths required for the SPS. Interconnection Customer shall install, own, operate and maintain such telecommunications path and equipment, with the exception of the

terminal equipment at Genesis McCoy 220kV Switchyard, which will be installed, owned, operated and maintained by the Participating TO.

3. If not previously installed as part of the First Sequence, install new All Dielectric Self Supported (“ADSS”) fiber optic cable from Participating TO’s Colorado River Substation to the Genesis McCoy 220kV Switchyard, and associated underground vaults, risers, conduits, panels and cable to terminate the ADSS, to provide the second of the two diverse telecommunications paths required for the SPS. The telecommunications equipment will be specified by the Participating TO so as to match telecommunications equipment used by the Participating TO at Colorado River Substation. Interconnection Customer shall install, own, operate and maintain such telecommunications path and equipment, with the exception of the terminal equipment at Colorado River Substation and the Genesis McCoy 220kV Switchyard, which will be installed, owned, operated and maintained by the Participating TO. The Interconnection Customer understands and acknowledges that curtailment of McCoy Station output will be applied at the Genesis McCoy 220kV Switchyard and not at the McCoy Station if the Interconnection Customer elects not to extend the second diverse telecommunications path from the Genesis McCoy 220kV Switchyard to the McCoy Station.
 - a. Allow Participating TO to review Interconnection Customer’s fiber-optic cable design and perform inspection to ensure compatibility with Participating TO’s terminal equipment and protection engineering requirements for diverse path communication routing.
 - b. Allow Participating TO to perform acceptance testing of fiber-optic cables and give the Participating TO the right to request and/or to perform correction of installation deficiencies as determined by the Participating TO.
4. Make available adequate space and facilities necessary for the installation of the Participating TO’s RTUs to be located at the McCoy Station and the Genesis McCoy 220kV Switchyard.
5. Install all required CAISO approved metering equipment at the McCoy Station.
6. Install all required revenue metering equipment (voltage and current transformers) at the McCoy Station to meter the Generating Facility retail load as specified by Participating TO.
7. Install 220kV transmission line protection and SPS relays at the McCoy Station as specified by the Participating TO, expected to include the following:
 - a. one (1) GE L90 current differential relay with telecommunications channel to Colorado River Substation via the OPGW on the Genesis McCoy-McCoy Station 220kV Transmission Line
 - b. one (1) SEL 311C current differential relay; no telecommunications channels required

- c. two (2) N60 relays (one for SPS A and one for SPS B if required) to trip the generator breakers
 - d. one (1) SEL-2407 satellite synchronized clock
8. Perform all required functions to obtain land easements or land acquisition, obtain licensing and permits, and perform required environmental activities for the installation of the telecommunications between the McCoy Station and the Genesis McCoy 220kV Switchyard, and between the Genesis McCoy 220kV Switchyard and Participating TO's Colorado River Substation.

(b) Participating TO's Interconnection Facilities: The Participating TO shall:

- (i) Colorado River-Genesis McCoy 220 kV Transmission Line (installation of the following equipment to be coordinated with the construction of Interconnection Customer's First Sequence - Genesis Station Interconnection Facilities):
 - 1. Install one 220 kV dead-end structure, two spans of conductors and OPGW and twelve dead end insulator / hardware assemblies between the last Interconnection Customer-owned structure on the Colorado River-Genesis 220kV Transmission Line (the Colorado River-Genesis McCoy 220kV Transmission Line following construction of the Genesis McCoy 220kV Switchyard described above in Section 1(a)(ii)1 and the substation dead-end rack at the Colorado River 220 kV switchyard.
- (ii) Colorado River Substation (installation of the following equipment to be coordinated with the construction of Interconnection Customer's First Sequence-Genesis Station Interconnection Facilities) :
 - 1. Install the following facilities to terminate the new Colorado River-Genesis 220kV Transmission Line (the Colorado River-Genesis McCoy 220kV Transmission Line following construction of the Genesis McCoy 220kV Switchyard described above in Section 1(a)(ii)1 at a dedicated double breaker position:
 - a. one (1) dead-end structure (60ft. high x 50ft. wide)
 - b. three (3) 220kV coupling capacitor voltage transformers
 - c. one (1) GE L90 current differential relay with telecommunications channel to the Generating Facility via the OPGW on the Gen-Tie Lines
 - d. one (1) SEL 311C current differential relay. No telecommunication channels required
 - 2. Telecommunications- Install all required light-wave, channel and related terminal equipment to support the Genesis McCoy Solar Project Gen-Tie Lines protection, SPS, SCADA, and Participating TO's applicable voice and data requirements.

- (iii) Genesis McCoy 220kV Switchyard (installation of the following equipment to be coordinated with the construction of Interconnection Customer's Second Sequence-McCoy Station Interconnection Facilities or with the First Sequence-Genesis Station if the Interconnection Customer chooses to expedite this switchyard):
1. Power System Control- Install one (1) RTU at the Interconnection Customer-owned Genesis McCoy 220kV Switchyard to transmit circuit breaker status and project net MW and MVAR. Notwithstanding that the RTU will be located on Interconnection Customer's side of the Point of Change of Ownership, Participating TO shall own, operate and maintain the RTU as part of the Participating TO's Interconnection Facilities.
 2. Telecommunications- Install all required light-wave, channel and related terminal equipment to support the Genesis McCoy Solar Project Gen-Tie Lines protection and SPS. Notwithstanding that the telecommunications terminal equipment will be located on the Interconnection Customer's side of the Point of Change of Ownership, Participating TO shall own, operate and maintain the telecommunications terminal equipment as part of the Participating TO's Interconnection Facilities.
- (iv) Genesis McCoy Solar Project:
1. Installation of the following equipment to be coordinated with the construction of Interconnection Customer's Interconnection Facilities for the First Sequence-Genesis Station:
 - a. Power System Control- Install one (1) RTU at Genesis Station to transmit generator unit gross MW and MVAR, plant auxiliary load, generator status, generator circuit breaker status, generator terminal voltage, and project net MW and MVAR. Notwithstanding that the RTUs will be located on Interconnection Customer's side of the Point of Change of Ownership, Participating TO shall own, operate and maintain the RTUs as part of the Participating TO's Interconnection Facilities.
 - b. Metering Services- Install a metering cabinet and revenue meters at Genesis Station required to meter the retail load at the Generating Facility. Notwithstanding that the metering will be located on the Interconnection Customer's side of the Point of Change of Ownership, Participating TO shall own, operate and maintain the metering as part of the Participating TO's Interconnection Facilities.
 - c. Telecommunications- Install all required light-wave, channel and related terminal equipment to support the Colorado River-Genesis 220kV Transmission Line protection and SPS. Notwithstanding that the telecommunications terminal equipment will be located on the Interconnection Customer's side of the Point of Change of Ownership, Participating TO shall own, operate and maintain the telecommunications terminal

equipment as part of the Participating TO's Interconnection Facilities. Such terminal equipment will be removed from the Genesis Station concurrent with the installation of Participating TO's required channel and terminal equipment at the Genesis McCoy 220kV Switchyard.

2. Installation of the following equipment to be coordinated with the construction of Interconnection Customer's Second Sequence-McCoy Station:
 - a. Power System Control- Install one (1) RTU at the McCoy Station to transmit generator unit gross MW and MVAR, plant auxiliary load, generator status, generator circuit breaker status, generator terminal voltage, and project net MW and MVAR. Notwithstanding that the RTUs will be located on Interconnection Customer's side of the Point of Change of Ownership, Participating TO shall own, operate and maintain the RTUs as part of the Participating TO's Interconnection Facilities.
 - b. Metering Services- Install a metering cabinet and revenue meters at the McCoy Station required to meter the retail load at the Generating Facility. Notwithstanding that the metering will be located on the Interconnection Customer's side of the Point of Change of Ownership, Participating TO shall own, operate and maintain the metering as part of the Participating TO's Interconnection Facilities.

(v) Real Properties, Transmission Project Licensing, and Environmental Health and Safety:

1. Perform any required functions to obtain land easements or land acquisition, obtain licensing and permits, and perform any required environmental activities in addition to those performed by the Interconnection Customer pursuant to Appendix C Section 3(f) of this LGIA, for the Participating TO's portion of the Colorado River-Genesis McCoy 220 kV Transmission Line (initially the Colorado River-Genesis 220kV Transmission Line).

2. Network Upgrades:

(a) **Stand Alone Network Upgrades:** None.

(b) **Other Network Upgrades:**

- (i) **Participating TO's Reliability Network Upgrades:** The Participating TO shall:

1. Terminate the Colorado River-Genesis McCoy 220kV Transmission Line (initially the Colorado River-Genesis 220kV Transmission Line) at Colorado River Substation:
 - a. Colorado River Substation
 - i. Install the following equipment for a dedicated 220kV double breaker line position on a breaker-and-a-half configuration to terminate the Colorado River-Genesis McCoy 220kV Transmission Line:
 1. two (2) 220kV 3000A - 50kA circuit breakers
 2. four (4) 220kV 3000A – 80kA horizontal-mounted group operated disconnect switches
 3. one (1) grounding switch attachment
 4. eighteen (18) 220kV bus supports with associated steel pedestals
 5. 2B-1590 kcmil ACSR conductors
 - ii. Power System Control – Expand the RTU at Colorado River Substation to install additional points required for the Colorado River-Genesis McCoy 220kV Line
2. Loop the Colorado River-Devers No.2 500kV Transmission Line into Red Bluff Substation:
 - a. Colorado River-Devers No.2 500kV Transmission Line – Loop the line into Red Bluff Substation to form the new Devers-Red Bluff No. 2 and Colorado River-Red Bluff No. 2 500kV Transmission Lines. This work requires the following:
 - i. install approximately one circuit mile of 2B-2156 kcmil ACSR conductors and OPGW
 - ii. install four (4) dead-end 500kV lattice steel structures
 - iii. install thirty (30) insulator/hardware assemblies
 - b. Red Bluff 500/220kV Substation
 - i. Install two (2) new double breaker line positions within the 500kV Switchyard to terminate the new Colorado River No.2 and Devers No.2 500kV Transmission Lines
 - ii. Install the following protection relays in the control room
 1. four (4) GE C60 breaker management relays
 2. two (2) GE D60 distance relays (digital communication channel)
 3. two (2) GE L90 current differential relay (digital communication channel)
 4. two (2) SEL-421 current differential relay with RFL 9780 on Power Line Carrier Current (“PLCC”)
 5. two (2) additional RFL 9780 direct transfer trip on PLCC
 6. two (2) RFL 9745 direct transfer trip on PLCC
3. Colorado River Substation Expansion – No. 1 AA-Bank: Expand the substation, presently configured as a 500kV switchyard, to a 1120MVA 500/220kV substation by installing one 1120MVA, 500/220kV transformer

bank with corresponding 500kV and 220kV bank positions and installing a new 220kV switchyard.

- a. 500kV Switchyard-Position 3 - Install the following equipment for a double-breaker bank position on a breaker-and-a-half configuration to connect the No. 1AA 500/220kV transformer bank:
 - i. one (1) 108 ft. high by 90 ft. wide dead-end structure
 - ii. two (2) 500kV-4000A-50kA circuit breakers
 - iii. four (4) 500kV horizontal-mounted group-operated disconnect switches, one of them equipped with grounding attachments
 - iv. fifteen (15) 500kV bus supports
 - v. 2B-1590 kcmil ACSR conductors
- b. 500kV Switchyard-500/220kV Transformer Bank – Install one (1) 1120MVA, 500/220kV transformer bank to include the following:
 - i. four (4) 373MVA, 500/220kV single-phase units, including one spare unit
 - ii. three (3) 500kV surge arresters
 - iii. three (3) 220kV surge arresters
 - iv. one (1) standard seven-position transformer structure with all the required 500kV and 220kV bus-work to allow for the grounded wye/delta connection of the single-phase units and placement of the spare unit
 - v. one (1) 13.8kV tertiary bus equipped as follows:
 1. five (5) 13.8kV, 2000A-17kA circuit breakers
 2. fifteen (15) 13.8kV hook-stick disconnect switches
 3. five (5) 13.8 kV 45MVAR reactors
 4. one (1) ground bank detector (3-5MVA, 14400-120/240v transformers)
 5. one (1) 14400-120V voltmeter potential transformer
 6. one (1) voltmeter
 7. three (3) 40E standard size 4 S&C type fuses
 - vi. approximately 700 circuit ft. of 2B-1590 kcmil ACSR conductors for the 500kV and 220kV transformer leads
- c. 220kV Switchyard Operating Buses – Install the following equipment required for a new 220kV switchyard:
 - i. six (6) 60 ft. high x 90 ft. wide bus dead-end structures
 - ii. twenty-four (24) bus dead-end insulator assemblies
 - iii. six (6) 220kV potential devices
 - iv. approximately 920 circuit ft. of 2B-1590 kcmil ACSR bus conductors
- d. 220kV Switchyard-Position 5 – Install the following equipment for a double breaker bank position on a breaker-and-a-half configuration to connect the No.1AA 500/220kV transformer bank:
 - i. one (1) 80 ft. high by 50 ft. wide dead-end structure
 - ii. two (2) 220kV 3000A-50kA circuit breakers
 - iii. four (4) 220kV 3000A-80kA horizontal-mounted group-operated disconnect switches

- iv. one (1) grounding switch attachment
- v. eighteen 220kV bus supports with associated steel pedestals
- vi. 2B-1590 kcmil ACSR conductors
- e. Control Room – Install the following protection relays for the 500/220kV transformer banks:
 - i. four (4) GE C60 breaker management relays
 - ii. one (1) GE T60 bank differential relay
 - iii. one (1) SEL-387 bank differential relay
 - iv. four (4) GE C30 sudden pressure aux relay
 - v. five (5) GE F60 reactor bank relays (one per reactor)
 - vi. two (2) SEL-351 ground detector bank relay
 - vii. twelve (12) GE SBD11B 220kV bus differential relays
- 4. Upgrade the Mira Loma-Vista No.2 220kV Transmission Line drops at Vista Substation
 - a. Vista Substation – replace the 2B-1033 kcmil ACSR conductors (N-2 rating of 3,150A) on the Mira Loma No. 2 220kV line position at Vista Substation with new 2B-1590 kcmil ACSR conductors (N-2 rating of 4,100A)
- 5. New SPS to trip up to 1,400 MW of generation under the Devers-Red Bluff No. 1 and No. 2 double contingency
 - a. Devers Substation
 - i. install two (2) N60 relays (one each for SPS A and SPS B) for line monitoring
 - ii. install one (1) SEL-2407 satellite synchronized clock
 - iii. Telecommunications- install two (2) channel banks (one each for SPS A and SPS B) to support the SPS
 - iv. Power Systems Control- expand the RTU at Devers to install additional points required to support the SPS
 - b. Red Bluff Substation
 - i. install two (2) N60 relays (one each for SPS A and SPS B) for line monitoring
 - ii. install one (1) SEL-2407 satellite synchronized clock
 - iii. Power Systems Control- expand the RTU at Red Bluff to install additional points required to support the SPS
 - c. Colorado River Substation
 - i. install four (4) N60 relays (two each for SPS A and SPS B) for logic central processing and sending of tripping signals to generators
 - ii. install one (1) SEL-2407 satellite synchronized clock
 - iii. install dual RTUs for SPS arming, control, status and alarm indications at Colorado River Substation
- 6. New SPS to trip up to 500 MW of generation connected to Colorado River Substation under either No. 1 AA or No. 2 AA transformer bank single contingency
 - a. Colorado River Substation

- i. install four (4) N60 relays (two each for SPS A and SPS B) for banks monitoring
- b. Red Bluff Substation
 - i. Power Systems Control- expand the RTU at Red Bluff to install additional points required to support the SPS
- c. Devers Substation
 - i. Power Systems Control- expand the RTU at Devers to install additional points required to support the SPS

The timing for installation and completion of the Participating TO's Reliability Network Upgrades described above in Sections 2(b)(i)4, 2(b)(i)5, and 2(b)(i)6 is contingent upon the future development of generation projects in the Colorado River corridor (projects having a position in the CAISO interconnection queue). Such upgrades are not required to accommodate the Trial Operation or Commercial Operation of the Genesis Station.

(ii) **Participating TO's Delivery Network Upgrades:** The Participating TO shall:

1. West of Devers Upgrades
 - a. Upgrade the following 220kV transmission lines by rebuilding the following transmission lines with new 2B-1590 kcmil ACSR conductors per phase supported on two sets of double-circuit tower structures and replacing all substations' terminal equipment with 3,000A rated elements:
 - i. Devers – San Bernardino No.1 220kV Transmission Line – 43 circuit miles
 - ii. Devers – San Bernardino No.2 220kV Transmission Line – 43 circuit miles
 - iii. Devers – Vista No.1 220kV Transmission Line – 45 circuit miles
 - iv. Devers – Vista No.2 220kV Transmission Line – 45 circuit miles
 - v. Devers Substation: Upgrade four 220kV line positions
 - vi. San Bernardino G.S.: Upgrade two 220kV line positions
 - vii. Vista Substation: Upgrade two 220kV line positions

Prior to this upgrade the Devers-San Bernardino No. 2 220kV Transmission Line will be looped into the new El Casco Substation forming the two new Devers-El Casco and El Casco-San Bernardino 220kV Transmission Lines. After such line re-configuration, the Devers – San Bernardino No.1 220kV Transmission Line will be re-named Devers – San Bernardino 220kV Transmission Line. The Devers and San Bernardino 220kV line positions at the new El Casco Substation will be rated 3,000A and would not require any upgrades.

2. Colorado River Substation Expansion – No. 2AA Bank – Increase the 500/220kV station capacity from 1120MVA to 2240MVA by installing an

additional No. 2AA 1120MVA 500/220kV transformer bank with corresponding 500kV and 220kV bank positions as follows:

- a. 500kV Switchyard, Position 5 – Install the following equipment on the double breaker line position to expand to a breaker-and-a-half line/bank position as required to connect the No. 2AA transformer bank
 - i. one (1) 108 ft. high x 90 ft. wide dead-end structure
 - ii. one (1) 500kV 4000A-50kA circuit breaker
 - iii. two (2) 500kV 4000A-80kA horizontal-mounted group-operated disconnect switches
 - iv. one (1) grounding switch attachment
 - v. remove twelve (12) 500kV bus supports and corresponding steel pedestals and foundations
- b. 500 kV Switchyard-500kV/220kV Transformer Bank – Install one 1120MVA 500/220kV transformer bank as follows:
 - i. three (3) 373MVA, 500/220kV single-phase transformers
 - ii. three (3) 500kV surge arresters
 - iii. three (2) 220kV surge arresters
 - iv. one (1) 13.8kV tertiary bus equipped as follows:
 1. five (5) 13.8kV, 2000A-17kA circuit breakers
 2. fifteen (15) 13.8kV hook-stick disconnect switches
 3. five (5) 13.8 kV, 45MVAR reactors
 4. one (1) ground bank detector (3-5MVA, 14400-120/240v transformers)
 5. one (1) 14400-120V voltmeter potential transformer
 6. one (1) voltmeter
 7. three (3) 40E standard size 4 S&C type fuses
 - v. approximately 700 circuit ft. of 2B-1590 kcmil ACSR conductors for the 500kV and 220kV transformer leads
- c. 220kV Switchyard, Position 7 – Install the following equipment for a double breaker bank position on a breaker-and-a-half configuration to connect the No. 2AA 500/220kV transformer bank:
 - i. one (1) 80 ft. high by 50 ft. wide dead-end structure
 - ii. two (2) 220kV, 3000A-50kA circuit breakers
 - iii. four (4) 220kV, 3000A-80kA horizontal-mounted group-operated disconnect switches
 - iv. one (1) grounding switch attachment
 - v. eighteen 220kV bus supports with associated steel pedestals
 - vi. 2B-1590 kcmil ACSR conductors
- d. Control Room – Install the following protection relays for the 500/220kV transformer banks:
 - i. four (4) GE C60 breaker management relays
 - ii. one (1) GE T60 bank differential relay
 - iii. one (1) SEL-387 bank differential relay
 - iv. three (3) GE C30 sudden pressure aux relay
 - v. five (5) GE F60 reactor bank relays (one per reactor)

- vi. two (2) SEL-351 ground detector bank relay
- vii. twelve (12) GE SBD11B 220kV bus differential relays

The Interim WOD Project will substitute for the West of Devers Upgrades described in Section 2(b)(ii)1 until the West of Devers Upgrades are completed and placed in service.

The timing for installation and completion of the Participating TO's Delivery Network Upgrades described above in Sections 2(b)(ii)2 is contingent upon the future development of generation projects in the Colorado River corridor (projects having a position in the CAISO interconnection queue). Such upgrades are not required to accommodate the Trial Operation or Commercial Operation of the Generating Facility and will not impact the Generating Facility's Full Capacity Deliverability Status.

- 3. Real Properties, Transmission Project Licensing, and Environmental Health and Safety:
 - a. Perform all required functions to obtain land easements or land acquisition, obtain licensing and permits, and perform required environmental activities for the installation of the Participating TO's Delivery Network Upgrades.

3. Distribution Upgrades: None

4. Licensing Assessment and Interim WOD Project: The Participating TO shall:

- (a) Licensing Assessment: Perform a Licensing Assessment including, but not limited to, preliminary preparation and review of the following elements:
 - (i) environmental studies, land rights studies, and topographic studies as necessary
 - (ii) geotechnical, hydrological, grading, and other site development items as necessary
 - (iii) structural plans including equipment foundations, structural steel supports, and control room layouts as necessary
 - (iv) electrical plans including disconnect switches, busses, relay racks and power circuits as necessary
 - (v) line reactor plans including engineering design, placement and configuration as necessary
 - (vi) transmission plans including relocation of structures and rerouting of 220kV lines as necessary
 - (vii) telecommunications plans including rerouting optical fiber around line reactors, mechanical electrical equipment room connections, switches and hubs as necessary
 - (viii) SPS plans including protection, relays, telecommunications, and associated equipment as necessary

- (ix) subtransmission plans including rerouting of existing 115kV lines and impacts to other projects as necessary
- (b)(x) Seek CPUC concurrence with Participating TO's assessment of the permitting and licensing requirements ~~based on the results of the Licensing Assessment~~

(b) Based Interim WOD Project:

(i) Substation:

1. Install series reactor banks on the result each of the Licensing Assessment, the Parties may elect to proceed with engineering, design, procurement and construction of the west following 220kV lines outside of Devers Substation interim upgrades pursuant to the terms:
 - a. Devers – San Bernardino 220kV Transmission Line; install three (3) 20ohm 1300A line reactors
 - b. Devers – El Casco 220kV Transmission Line; install three (3) 15ohm 1300A line reactors
 - c. Devers – Vista No.1 220kV Transmission Line; install three (3) 15ohm 1300A line reactors
 - d. Devers – Vista No.2 220kV Transmission Line; install three (3) 5ohm 1300A line reactors
2. Equip each of the four (4) series reactor banks as follows:
 - a. Two (2) approximately 65 ft. high line dead-end structures and foundations
 - b. One (1) 220kV, 3000A, 50kA SF6 gas circuit breaker and foundations
 - c. Two (2) 220kV, 3000A disconnect switches with structures and foundations
 - d. One (1) 1590kcmil ACSR conductor per phase
 - e. Appropriate fencing around each reactor bank
3. Install twelve (12) approximately 40 ft. high bus structures and foundations
4. Install eighty-four (84) 220kV bus support insulators and associated foundations
5. Clear, grade and cover with 4 in. layer of crushed rock an approximate 6 acre area; install necessary drainage
6. Install 8 ft. high chain link fence with barbed wire, 1 in. mesh grid and Whipple Wire around the perimeter of the approximately 815 ft. by 255 ft. substation property; install two (2) 20ft. wide gates for access to the substation from the east and west; install paved road sections within the substation
7. Install station light and power system from 12kV line out of Devers Substation; install light fixtures as required for general substation lighting

8. Install ground grid in accordance with Participating TO's grounding study recommendations; ground grid to extend 3 ft. beyond the substation perimeter fence.
9. Install an approximately 20 ft. by 15 ft. prefabricated mechanical equipment room (MEER) with required equipment
10. Install cables, trenches, and conduits as follows:
 - a. One (1) set of two (2) 5 in. conduits, and two (2) separate letter agreement runs of 4-350kcmil bare copper ground grid conductor between Devers Substation and the reactor location. This work requires modification to the existing bridge
 - b. Two (2) 100 ft. sections of control cable trench system using prefabricated concrete trench sections; install one (1) 4-4 in. duct bank from each trench to the MEER
11. Install three (3) sets of 220kV, 0.0125 manufactured rated TRV's and associated foundations and steel structures at Devers Substation
12. Install control switches, fiber optic controllers, and relay upgrades at Devers Substation
13. Install selector switches at Devers, El Casco, Vista and San Bernardino Substations, as necessary
14. Replace one (1) SEL 311C relay with one (1) SEL 311L relay at both Vista and Devers Substations for the Devers-Vista #2 220kV line
15. Relocate existing laydown yards to the north of the existing Devers Substation to make room for installation of the new reactors
16. Extend existing distribution circuit and provide new service for new lights that will be installed in the relocated laydown yards.
17. Install twenty-four (24) 180kV duty cycle lightning arresters and associated foundations and steel structures

(ii) Transmission:

1. Devers-Vista No.1 right-of-way:
 - a. Remove two (2) existing single circuit h-frame structures, one (1) existing single circuit LST structure, one (1) existing double circuit LST structure (shared with the Devers-San Bernardino 220kV Transmission Line), and remove associated conductors
 - b. Install one (1) new single circuit LST structure
 - c. Install three (3) new double circuit LST structures (shared with the Devers-San Bernardino 220kV transmission line and use the southern side of these structures for the Devers-Vista No.1 220kV transmission line
 - d. Install new 2-bundled 1033 ACSR conductors from the intercept structure to the line reactors dead-end structure, and new 2-bundled 1590 ACSR conductor from the line reactors dead-end structure to the Devers Substation 220kV dead-end structure
2. Devers-San Bernardino No.1 right-of-way:
 - a. Remove one (1) existing single circuit LST structure

b. Use the northern side of the double circuit LST structures, installed pursuant to (b)(ii)1.c. above, for the Devers-San Bernardino 220kV transmission line

c. Install one (1) new single circuit LST structure

d. Install new 2-bundled 1590 ACSR conductors from the intercept structure to the line reactors dead-end structure and to the Devers Substation 220kV dead-end structure

3. Devers-El Casco and Devers-Vista No.2 right-of-way:

a. Install one (1) new double circuit LST structure

b. Remove existing groundwire and skywrap

c. Remove existing conductors from the intercept structure to the Devers Substation dead-end structure

d. Install new 2-bundled 1033 ACSR conductors from the intercept structure to the line reactors dead-end structure, and new 2-bundled 1590 ACSR conductor from the line reactors dead-end structure to the Devers Substation 220kV dead-end structure

(iii) Subtransmission:

1. Relocate segments of the Devers-Garnet-Venwind and Devers-Banning-Windpark 115kV subtransmission lines to make room for the new line reactors; the relocation will require the following:

a. Remove eleven (11) existing lightweight steel poles/wood poles

b. Install seven (7) single circuit lightweight steel poles/wood poles

c. Install five (5) double circuit lightweight steel poles/wood poles

d. Install one (1) new three-pole wood or an amendment to this LGI lightweight steel structure

e. Install two (2) new h-frame wood or lightweight steel structures

2. Install new access roads to the new 115kV poles

(iv): Telecommunications:

1. Route and install new overhead and underground fiber optic cable segments in support of the 220kV line reactors on existing and new 115kV subtransmission structures

2. Remove existing skywrap from the 220kV structure (M1-T1) on the Devers-Vista No.1 220kV transmission line to the patch panel in the 220/115kV MEER at Devers Substation

3. Relocate existing telecommunications cable on existing 115kV poles that will be removed

4. Install fiber optic equipment and circuits at Devers and Vista Substations

(v) Environmental Health & Safety:

1. Provide one full time monitor for all construction activity and burrowing owl mitigation/passive relocation

(vi) Special Protection System (generation curtailment):

1. Install four (4) N60 relays at Devers Substation (two each for SPS A and SPS B) for AA bank monitoring and tripping as designed under Participating TO's proposed Devers RAS

2. Install two (2) N-60 relays at Devers Substation (one each for SPS A and SPS B) for communications as designed in the Participating TO's proposed Modified West of Devers RAS

The Interim WOD Project will initially be placed in service utilizing the Modified West of Devers RAS. Participating TO will use Reasonable Efforts to seek WECC approval, install, test, and in-service the Modified West of Devers RAS by November 1, 2013. In the unlikely event the Modified West of Devers RAS is temporarily delayed beyond November 1, 2013, the Interim WOD Project can be placed in service utilizing the SPS currently in place until the Modified West of Devers RAS is installed, tested, and placed in service. The Modified West of Devers RAS will be replaced by the Devers RAS following WECC approval, installation, testing, and in-servicing of the Devers RAS

(vii) Removal of the Interim WOD Project & Restoration:

1. Remove all line reactors and associated equipment
2. Remove one (1) double circuit tower and one (1) single circuit tower
3. Install new spans of conductor

The Participating TO shall design, procure, construct, install, and own all equipment and facilities that comprise the Interim West of Devers Project described herein.

5. Point of Change of Ownership:

(a) Prior to construction of the Genesis McCoy 220kV Switchyard:

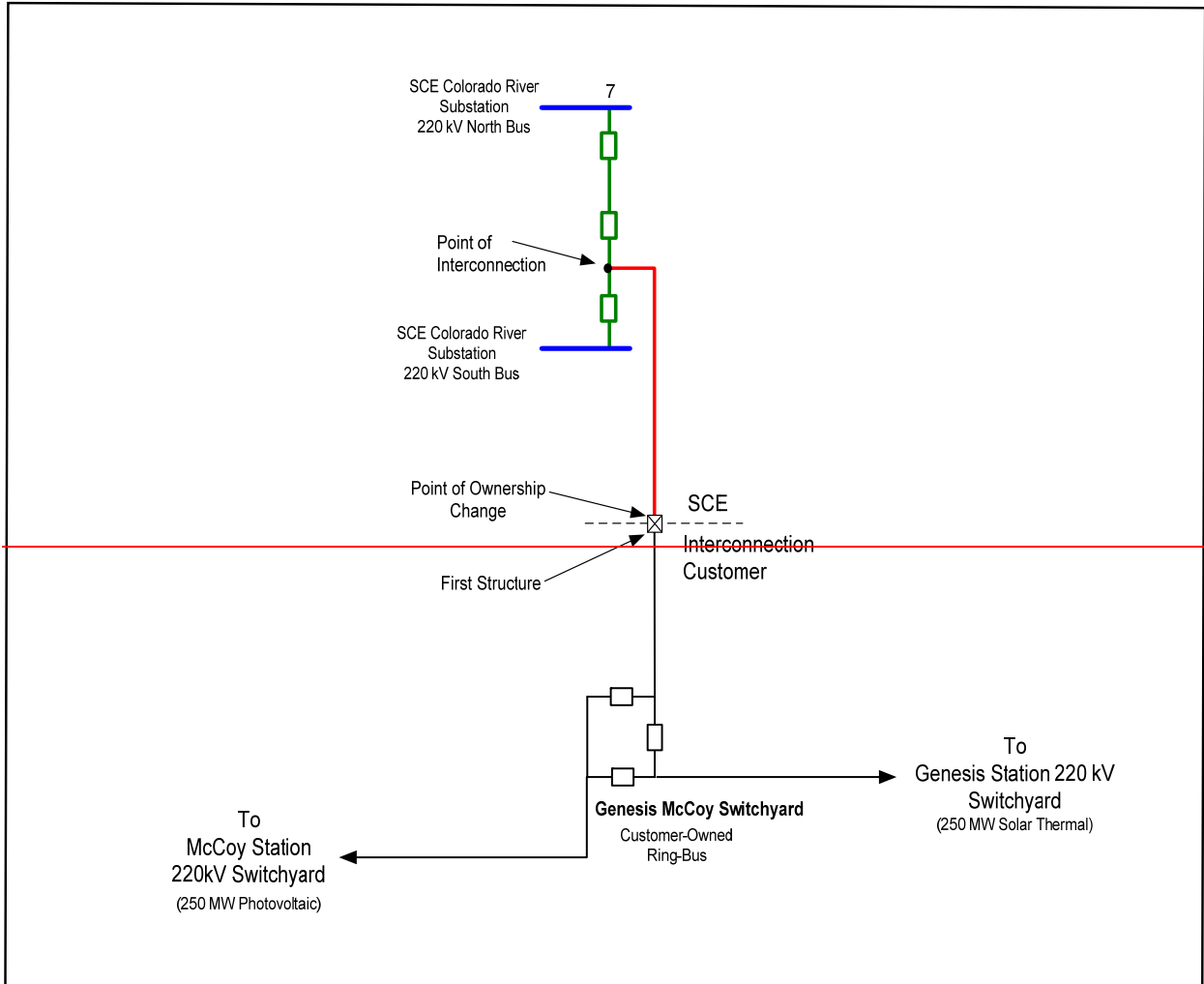
- (i) Colorado River-Genesis 220 kV Transmission Line: The Point of Change of Ownership shall be the point where the conductors of the Colorado River-Genesis 220kV Transmission Line are attached to the first structure located directly outside the Colorado River Substation property line. This will be the side of the structure facing the substation. The Interconnection Customer shall own and maintain said structure, including the jumper loop. The Participating TO shall own and maintain the insulators that are used to attach the Participating TO-owned conductors to the Interconnection Customer-owned structure, and all structures and conductors from that point into the Colorado River Substation.
- (ii) Telecommunication OPGW: The Point of Change of Ownership shall be the point where the OPGW of the Colorado River-Genesis 220 kV Transmission Line is attached to the first structure located directly outside the Colorado River Substation property line.
- (iii) Telecommunication ADSS: The Point of Change of Ownership shall be the point where the ADSS from the Genesis Station is attached to the first structure located directly outside the Colorado River Substation property line. The Interconnection Customer shall own and maintain said structure. The Participating TO shall own and maintain all structures and cable from that point into the Colorado River Substation.


(b) Following construction of the Genesis McCoy 220kV Switchyard:

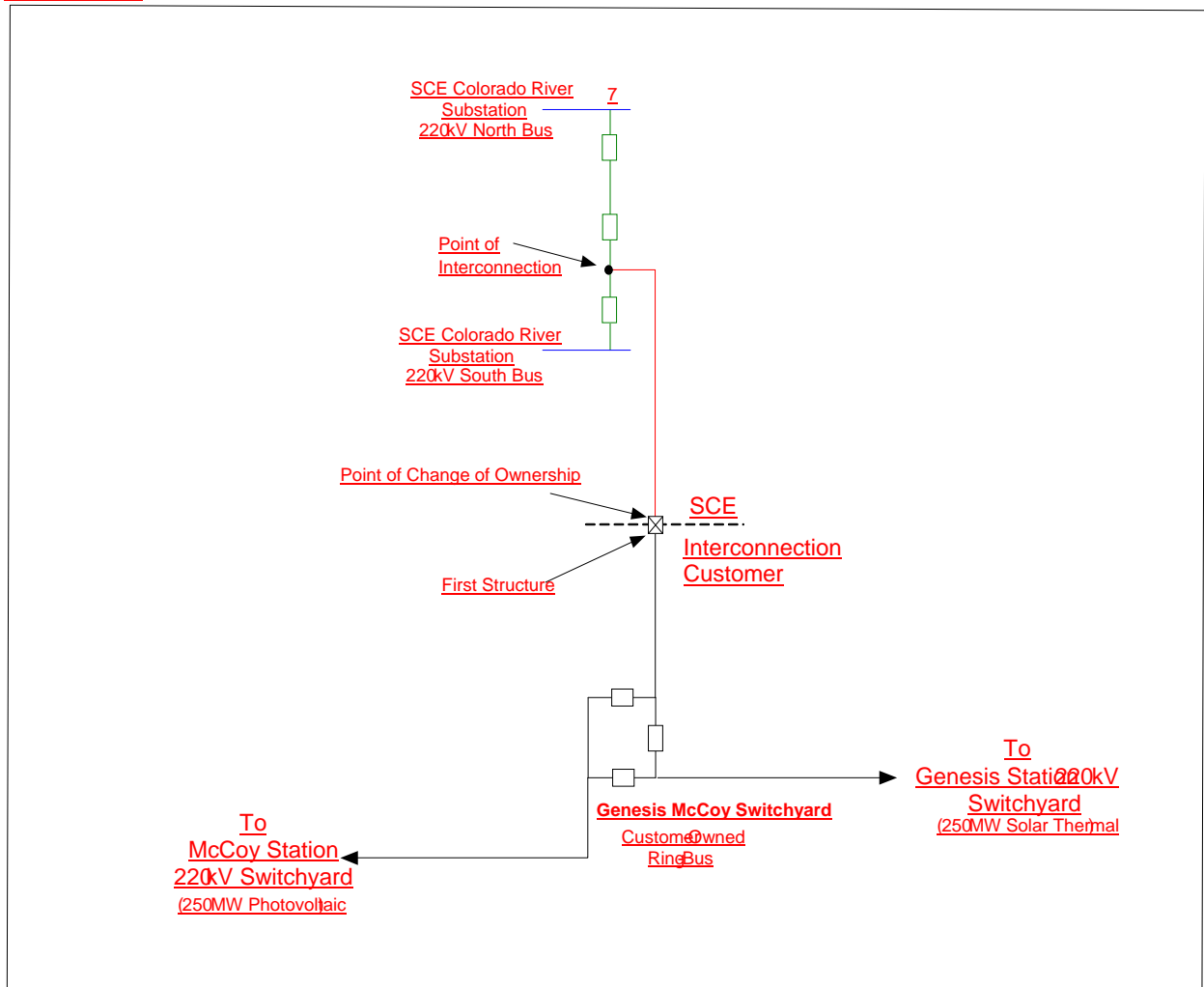
- (i) Colorado River-Genesis McCoy 220 kV Transmission Line: The Point of Change of Ownership shall be the point where the conductors of the Colorado River-Genesis McCoy 220kV Transmission Line are attached to the first structure located directly outside the Colorado River Substation property line. This will be the side of the structure facing the substation. The Interconnection Customer shall own and maintain said structure, including the jumper loop. The Participating TO shall own and maintain the insulators that are used to attach the Participating TO-owned conductors to the Interconnection Customer-owned structure, and all structures and conductors from that point into the Colorado River Substation.
- (ii) Telecommunication OPGW: The Point of Change of Ownership shall be the point where the OPGW of the Colorado River-Genesis McCoy 220 kV Transmission Line is attached to the first structure located directly outside the Colorado River Substation property line.
- (iii) Telecommunication ADSS: The Point of Change of Ownership shall be the point where the ADSS from the Genesis Station and the ADSS from the McCoy Station are attached to the first structure located directly outside the Colorado River Substation property line. The Interconnection Customer shall own and maintain said structure. The Participating TO shall own and maintain all structures and cable from that point into the Colorado River Substation.


6. Point of Interconnection: The Participating TO's bus bar at the Colorado River Substation, which is the 220kV bus.

7. One-Line Diagram of Interconnection to Colorado River Substation:



	Project Name:	SCE Project #:	Project Description:	Engineer(s)	Phase 2 Rev#	Date
	Genesis McCoy Solar Project			Genesis McCoy Solar Project 500 MW CAPACITY	Samaan	1



	Project Name	SCE Project#	Project Description	Engine@r	Phase# Rev#	Date
	Genesis McCoy Solar Project		Genesis McCoy Solar Project 500MW CAPACITY	Samaan	1	08092011

8. **Additional Definitions:** For the purposes of these Appendices, the following terms, when used with initial capitalization, whether in the singular or the plural, shall have the meanings specified below:

(a) Accounting Practice: Generally Accepted Accounting Principles in the United States consistently applied to electric utility operations.

(b) Annual Tax Security Reassessment: In accordance with the directives of FERC Orders 2003-A and 2003-B associated with Article 5.17.4 of the LGIA, the annual reassessment of the current tax liability, which will commence the first year after Interconnection Customer's in-service date.

~~(b)~~(c) Capital Additions: Any modifications to the Participating TO's Interconnection Facilities in accordance with Article 5.19 of the LGIA, or to the Interim WOD Project. Such modifications may be any Units of Property which are added to the Participating TO's Interconnection Facilities or Interim WOD Project; the enlargement, modification or betterment of any Units of Property constituting a part of the Participating TO's Interconnection Facilities or Interim WOD Project; or the replacement of any Units of Property constituting a part of the Participating TO's Interconnection Facilities or Interim WOD Project, irrespective of whether such replacement constitutes an enlargement, modification or betterment of that which it replaces; the costs of which additions, enlargements, modifications, betterments or replacements in accordance with Accounting Practice would be capitalized and have not previously been included in the Interconnection Facilities Cost, or the Interim WOD Project Cost. If Capital Additions are required in order to benefit the Participating TO, or because of damage caused by negligence or willful misconduct of the Participating TO, then the Interconnection Customer will not bear cost responsibility for such Capital Additions, and no adjustment will be made to the Interconnection Facilities Cost or Interim WOD Project Cost, and no Capital Additions Cost or One-Time Cost will be charged to the Interconnection Customer for such Capital Additions.

~~(e)~~(d) Colorado River Substation: Participating TO's proposed 500/220kV substation near Blythe, California to which the Devers-Palo Verde 500kV Transmission Line will be looped-in and which will be the eastern terminus of Participating TO's proposed Colorado River-Red Bluff No. 2 500kV line.

~~(d)~~(e) Construction Activities: Actions by the Participating TO that result in irrevocable financial commitments for the purchase of major electrical equipment or land for Participating TO's Interconnection Facilities or Network Upgrades assigned to the Interconnection Customer that occur after receipt of all appropriate governmental approvals needed for the Participating TO's Interconnection Facilities or Network Upgrades.

~~(e)~~(f) CPUC: The California Public Utilities Commission, or its regulatory successor.

~~(f)~~(g) Credit Support: Parent guarantee, letter of credit, surety bond, or other security meeting the requirements of Article 11.5 of the LGIA.

~~(g)~~(h) Customer-Financed Monthly Rate: The rate most recently adopted by the CPUC for application to the Participating TO's retail electric customers for added facilities, which does not compensate the Participating TO for replacement of added facilities. The currently effective Customer-Financed Monthly Rate is as provided in Section 17 of this Appendix A.

~~(h)~~(i) Delivery Network Upgrades Cost: The Interconnection Customer's share of all costs, excluding One-Time Cost, determined by the Participating TO associated with the design, engineering, procurement, construction and

installation of the Participating TO's Delivery Network Upgrades. The Delivery Network Upgrades Cost is provided in Section 16 of this Appendix A.

~~(j)~~(i) Delivery Network Upgrades Payment: The sum of the Delivery Network Upgrades Cost and associated One-Time Cost. The Delivery Network Upgrades Payment is provided in Section 18 of this Appendix A.

(k) Devers RAS: A new SPS that integrates additional generation tripping prior to opening of the AA Banks at Devers Substation. The Devers RAS is expected to be placed in service by June 1, 2014 and will replace the Modified West of Devers RAS.

~~(j)~~(l) Distribution Upgrades Cost: All costs, excluding ITCC and One-Time Cost, determined by the Participating TO associated with the design, engineering, procurement, construction and installation of the Distribution Upgrades. The Distribution Upgrades Cost is provided in Section 16 of this Appendix A.

~~(k)~~(m) Distribution Upgrades Payment: The sum of the Distribution Upgrades Cost and the associated One-Time Cost. The Distribution Upgrades Payment is provided in Section 18 of this Appendix A.

~~(h)~~(n) Genesis McCoy 220kV Switchyard: Interconnection Customer's 220kV switchyard to be located near Blythe, California in close proximity to the Colorado River Substation. The Genesis McCoy 220kV Switchyard will be configured in a ring bus and will connect the Genesis Station and the McCoy Station to the Colorado River Substation.

~~(m)~~(o) Genesis Station: Interconnection Customer's 250 MW solar thermal generating facility located near Desert Center, California. The Genesis Station is proposed to be the first of two sequences that comprise the Genesis McCoy Solar Project, a Phased Generating Facility.

~~(n)~~(p) Interconnection Facilities Charge: The monthly charge to the Interconnection Customer to recover the revenue requirements for the Participating TO's Interconnection Facilities, calculated as the product of the Customer-Financed Monthly Rate and the Interconnection Facilities Cost. The Interconnection Facilities Charge is provided in Section 17 of this Appendix A.

~~(o)~~(q) Interconnection Facilities Completion Date: The date upon which the construction of the Participating TO's Interconnection Facilities for the applicable First Sequence or Second Sequence is complete and such facilities are successfully tested and ready for service.

~~(p)~~(r) Interconnection Facilities Cost: All costs, excluding One-Time Cost, determined by the Participating TO associated with the design, engineering, procurement, construction and installation of the Participating TO's

Interconnection Facilities. The Interconnection Facilities Cost is provided in Section 16 of this Appendix A.

(s) Interconnection Facilities Payment: The sum of the Interconnection Facilities Cost and associated One-Time Cost. The Interconnection Facilities Payment is provided in Section 18 of this Appendix A.

(t) ITCC: The ITCC is equal to the estimated tax liability described in Article 5.17.4 of the LGIA, and is the Income Tax Component of Contribution ~~specified~~described in the Preliminary Statement, Part M of the Participating TO's tariff on file with the CPUC, applicable to the Distribution Upgrades Cost ~~and~~, Interconnection Facilities Cost, and Interim WOD Project Cost. The ITCC applicable to the Distribution Upgrades Cost ~~and~~, Interconnection Facilities Cost, and Interim WOD Project Cost is described in Section 11 of this Appendix A and is shown in Section 16 and Section 18 of this Appendix A.

(u) Interim WOD Project: The temporary transmission upgrade constructed, owned, operated and maintained by the Participating TO as an interim solution which enables the Genesis McCoy Solar Project, and other generating facilities described in Section 8 of Appendix C, to attain Full Capacity Deliverability Status for an interim period, until such time as the Participating TO's Delivery Network Upgrades are constructed and placed in service. The Interim WOD Project is primarily comprised of the installation of series reactor banks on the four existing 220kV transmission lines out of Devers Substation and an SPS to trip the Generating Facility output under certain contingencies as further described in Appendix A, Section 4(b).

(v) Interim WOD Project Charge: The monthly charge to the Interconnection Customer to recover the revenue requirements for the Interim WOD Project, calculated as the product of the Customer-Financed Monthly Rate and the Interim WOD Project Cost. The Interim WOD Project Charge is provided in Section 17(b) of this Appendix A.

(w) Interim WOD Project Completion Date: The date upon which the construction of the Interim WOD Project is complete and such facilities are successfully tested and placed in service.

(x) Interim WOD Project Cost: All costs, excluding One-Time Cost, determined by the Participating TO associated with the design, engineering, procurement, construction and installation of the Interim WOD Project. The Interim WOD Project Cost is provided in Section 16 of this Appendix A.

(y) Interim WOD Project Letter Agreement: The agreement between Participating TO and Interconnection Customer executed on January 4, 2012, pursuant to which the Participating TO commenced expedited engineering, design, procurement, and construction activities related to the Interim WOD Project.

designated as Service Agreement No. 117 under Participating TO's FERC Electric Tariff, Volume No. 6.

(z) Interim WOD Project Payment: The sum of the Interim WOD Project Cost and associated One-Time Cost. The Interim WOD Project Payment is provided in Section 18 of this Appendix A.

~~(s)~~(aa) Letter Agreements: The agreements between Participating TO and Interconnection Customer executed on i) April 28, 2010 under which Participating TO performed the Colorado River Substation expansion siting study, designated as Service Agreement No. 82 under Participating TO's FERC Electric Tariff, Volume 6; and ii) September 8, 2010 under which Participating TO performed expedited engineering, design, and procurement activities related to the Participating TO's Interconnection Facilities and Participating TO's Reliability Network Upgrades, designated as Service Agreement No. 88 under Participating TO's FERC Electric Tariff, Volume No. 6.

~~(t)~~(bb) Licensing Assessment: A preliminary analysis performed by the Participating TO at the request of the Interconnection Customer to determine the permitting and CPUC licensing requirements, if any, for a proposed interim upgrade west of Participating TO's Devers Substation that would provide the Genesis McCoy Solar Project a certain amount of Full Capacity Deliverability Status until such time as the Participating TO's Deliverability Network Upgrades can be constructed and placed in service.

~~(u)~~(cc) Licensing Assessment Cost: ~~Interconnection Customer's share, as ultimately determined by Participating TO by the number of projects requesting the Licensing Assessment, of all~~All costs determined by the Participating TO to be associated with the work performed to complete the Licensing Assessment. The Licensing Assessment Cost is provided in Section 16 of this Appendix A. The Licensing Assessment Cost is not capitalized and is not subject to ITCC.

~~(v)~~(dd) Licensing Assessment Payment: Interconnection Customer's payment for the Licensing Assessment Cost. The Licensing Assessment Payment is provided in Section 18 of this Appendix A.

~~(w)~~(ee) McCoy Station: Interconnection Customer's 250 MW photovoltaic generating facility located near Blythe, California. The McCoy Station is proposed to be the second of two sequences that comprise the Genesis McCoy Solar Project, a Phased Generating Facility.

(ff) Modified West of Devers RAS: The SPS currently in service under which the generating facility having CAISO Queue Position No. 3 is tripped, followed by opening of the AA Banks at Devers Substation, to mitigate overloads on the four existing 220kV lines out of Devers Substation, as such SPS is modified to integrate tripping of the Genesis Station. The Modified West of Devers RAS is

expected to be approved, installed, tested, and placed in service by November 1, 2013 and is expected to be replaced by the Devers RAS in June 2014.

~~(x)~~(gg) One-Time Cost: All costs determined by the Participating TO associated with the installation of the Participating TO's Delivery Network Upgrades, Distribution Upgrades, Participating TO's Interconnection Facilities, Participating TO's Reliability Network Upgrades, Interim WOD Project, or Capital Additions which are not capitalized.

~~(y)~~(hh) Reliability Network Upgrades Cost: The Interconnection Customer's share of all costs, excluding One-Time Cost, determined by the Participating TO associated with the design, engineering, procurement, construction and installation of the Participating TO's Reliability Network Upgrades. The Reliability Network Upgrades Cost is provided in Section 16 of this Appendix A.

~~(z)~~(ii) Reliability Network Upgrades Payment: The sum of the Reliability Network Upgrades Cost and associated One-Time Cost. The Reliability Network Upgrades Payment is provided in Section 18 of this Appendix A.

~~(aa)~~(jj) Removal Cost: The actual cost the Participating TO incurs for the removal of the Participating TO's Interconnection Facilities and the Interim WOD Project including any restoration costs associated with the removal of the Interim WOD Project, or any portion thereof which is calculated as the amount, if positive, of the costs of removal minus the salvage value of the Participating TO's Interconnection Facilities; and Interim WOD Project.

~~(bb)~~(kk) Special Protection System ("SPS"): A system that reduces or trips generation under contingency outages to maintain system stability or to limit overloads on system facilities.

(ll) Tax Security: Interconnection Customer's provision of Security with respect to Interconnection Customer's tax indemnification obligations, provided in accordance with Article 5.17.3.

~~(cc)~~(mm) Units of Property: As described in FERC's "List of Units of Property for Use in Connection with Uniform System of Accounts Prescribed for Public Utilities and Licensees" in effect as of the date of this LGIA, and as such list may be amended from time to time.

9. **Transmission Credits:**

(a) No Congestion Revenue Rights or repayment will be made pursuant to Articles 11.4 and 11.4.1 of the LGIA for the Network Upgrades that are up-front financed by the Participating TO, unless financing for such Network Upgrades is later provided by the Interconnection Customer under Section 14(d) of this Appendix A.

(b) Interconnection Customer understands and acknowledges that the Interim WOD Project is intended to be installed as a temporary solution which enables the Genesis McCoy Solar Project, and other generating facilities described in Section 8 of Appendix C, to attain Full Capacity Deliverability Status for an interim period until the Participating TO's Delivery Network Upgrades are constructed and placed in service. Interconnection Customer also understands and acknowledges that the Participating TO intends to physically remove the Interim WOD Project from its transmission system following the date on which the Participating TO's Delivery Network Upgrades are constructed and placed in service. Accordingly, the Parties agree that, subject to Section 9(c) below, the Interim WOD Project shall not be considered a Network Upgrade and the Interim WOD Project Payments received from Interconnection Customer shall not be subject to refund in accordance with Article 11.4.1 of the LGIA.

(c) If, following the date on which the Participating TO's Delivery Network Upgrades are constructed and placed in service, the Participating TO, in consultation with the CAISO, determines, in their sole discretion, that any elements of the Interim WOD Project are to remain in service and become part of the CAISO Controlled Grid, then the Parties agree to further amend this LGIA to identify and reclassify any such elements as Network Upgrades and payments received for such elements will be subject to refund as follows.

(i) In the event such re-classification occurs within fifteen (15) years of the Interim WOD Project Letter Agreement execution date, then Participating TO will refund to the Interconnection Customer its share of the estimated net book value of those facilities which are re-classified as Network Upgrades. The refund shall exclude interest between the time the Participating TO received payment for the re-classified facilities and the time FERC accepts or approves the amended LGIA re-classifying such facilities. Any such refund shall be paid to the Interconnection Customer by the Participating TO either through 1) direct payments made on a levelized basis over the five-year period commencing on the date FERC accepts or approves the amended LGIA re-classifying such facilities; or 2) any alternative payment schedule that is mutually agreeable to the Interconnection Customer and Participating TO, provided that such amount is paid within five (5) years from the date FERC accepts or approves the amended LGIA re-classifying such facilities. Notwithstanding the foregoing, if this LGIA terminates within five (5) years from the Commercial Operation Date, the Participating TO's obligation to pay refunds to the Interconnection Customer shall cease as of the date of termination.

10. Security Amount for the Distribution Upgrades, Participating TO's Interconnection Facilities ~~and~~, Network Upgrades, and Interim WOD Project:

(a) Distribution Upgrades: Pursuant to Article 11.5 and Appendix B of the LGIA, the Interconnection Customer shall provide Credit Support in the amount of \$0 to cover the costs for constructing, procuring and installing the Participating TO's

Distribution Upgrades. The disposition of any released Credit Support shall be directed by the Interconnection Customer.

- (b) **Participating TO's Interconnection Facilities:** Pursuant to Section 9 of the GIP, Article 11.5 and Appendix B of the LGIA, the Interconnection Customer shall provide a total Credit Support in the amount of \$977,700 for the second posting and \$3,394,000 for the third posting to cover the costs for constructing, procuring and installing the Participating TO's Interconnection Facilities. The disposition of any released Credit Support shall be directed by the Interconnection Customer.
- (c) **Network Upgrades:** The Participating TO has received Abandoned Plant Approval, pursuant to the FERC order issued in *Southern California Edison Co.*, 134 FERC ¶ 61,181 (2011), and has committed to finance all Network Upgrades for the Cluster subject to Appendix A, Section 14(d), Table 1 of this LGIA. As the Participating TO has received Abandoned Plant Approval, the Interconnection Financial Security second and third postings are waived pursuant to the FERC Order Granting Waiver of Tariff Provisions in Docket No. ER10-1656-000, issued August 13, 2010 for such time as the Participating TO is responsible for financing the costs of such Network Upgrades under this LGIA. To the extent the Interconnection Customer has provided Credit Support related to the Network Upgrades prior to a determination of Abandoned Plant Approval, such Credit Support shall be released within thirty (30) Calendar Days following the Effective Date.
- (d) Participating TO's ability to draw on the Credit Support for the Distribution Upgrades, Participating TO's Interconnection Facilities, and Network Upgrades shall be governed by GIP Section 9.4 and Article 2.4 of this LGIA.
- (e) Interim WOD Project: The Interconnection Customer has paid the Participating TO \$41,336,000, in accordance with the Interim WOD Project Letter Agreement payment schedule. Therefore, the letter of credit for construction security provided by the Interconnection Customer pursuant to the Interim WOD Project Letter Agreement will be reduced accordingly on a dollar-for-dollar basis.

Interconnection Customer shall provide Credit Support for the Interim WOD Project Removal Cost in the amount of \$1,926,000. Such Credit Support shall remain in effect until such time as the Participating TO has removed the Interim WOD Project and the Participating TO has received payment for the final invoice from Interconnection Customer for such removal in accordance with Section 15(h) of this Appendix A. Interconnection Customer's cash payment to the Participating TO pursuant to the Interim WOD Project Letter Agreement for the Interim WOD Project Removal Cost (Payment No. 7 on June 28, 2013 in the amount of \$1,926,000) shall be applied towards the Credit Support due under this Section 10(e).

Participating TO shall have the right to draw on the Credit Support associated with the Interim WOD Project for any amounts due to Participating TO for the Interim WOD Project in the event that (a) Interconnection Customer's payments for the Interim WOD Project are less than the amount of Participating TO's expenses incurred; or (b) Interconnection Customer's dissolution or termination

of existence; or (c) if any of the following actions or proceedings occur: Interconnection Customer's insolvency, becoming the subject of a petition in bankruptcy, either voluntary or involuntary, or in any other proceeding under federal bankruptcy laws; making an assignment for benefit of creditors, excluding any assignment for financing purposes; or being named in a suit for the appointment of a receiver.

11. Security Amount for Estimated Tax Liability:

11.(a) Pursuant to Article 5.17.4 of the LGIA, the Interconnection Customer's estimated tax liability for the Participating TO's Interconnection Facilities and Distribution Upgrades is as follows:

$(\text{Current Tax Rate} \times (\text{Gross Income Amount} - \text{Present Value of Tax Depreciation})) / (1 - \text{Current Tax Rate}) = 35\%$

Estimated tax liability for Distribution Upgrades = $35\% \times \text{Distribution Upgrades Cost}$
= $35\% \times (\$0) = \0

Estimated tax liability for Participating TO's Interconnection Facilities = $35\% \times$
Interconnection Facilities Cost = $35\% \times \$3,394,000 = \$1,187,900$

Interconnection Facilities Cost = \$3,394,000
Distribution Upgrades Cost = \$0

Based upon the total estimated tax liability, the Interconnection Customer shall provide the Participating TO cash or a letter of credit in the amount of \$1,187,900 pursuant to Article 5.17.3 and Appendix B of the LGIA for the Participating TO's Interconnection Facilities and Distribution Upgrades.

For the Participating TO's Interconnection Facilities and Distribution Upgrades, upon notification of the Annual Tax Security Reassessment, the Interconnection Customer shall modify its Tax Security accordingly. If the Annual Tax Security Reassessment results in a deficiency in the Tax Security amount, the Interconnection Customer will be required to increase its Tax Security amount within 30 days after receipt of the deficiency notification. If the Annual Tax Security Reassessment results in a reduction of the Tax Security amount, the Interconnection Customer may choose to reduce its Tax Security amount or maintain the Tax Security in the current amount for the following year.

The Annual Tax Security Reassessment will be calculated utilizing the following methodology:

1) Tax Assessment Event:

$((\text{Current Tax Rate} \times (\text{Gross income} - \text{NPV Tax Depreciation})) + \text{Interest}) / (1 - \text{Current Tax Rate})$

2) Subsequent Taxable Event:
(Current Tax Rate x (Replacement Facility Cost –NPV Tax Depreciation))/(1-
Current Tax Rate)

(b) The Interconnection Customer's estimated tax liability for the Interim WOD
Project is as follows:

An aggregate tax rate of 25.3035% was derived using a methodology negotiated by
the Participating TO and the Interconnection Customer that takes into account the
expected temporary need and relatively short life span of the Interim WOD Project.

Estimated tax liability for the Interim WOD Project = 25.3035% * (Interim WOD
Project Cost + associated Removal Cost) = 25.3035% * \$41,336,000 = \$10,459,465

The Interconnection Customer shall provide the Participating TO cash or a letter of
credit in the amount of \$10,459,465 for the Interim WOD Project estimated tax
liability. Pursuant to the Interim WOD Project Letter Agreement, the Interconnection
Customer has provided a letter of credit in the amount of \$10,459,465, which shall
be amended to reflect the terms of this LGIA and shall apply towards the estimated
tax liability for the Interim WOD Project under this LGIA. Participating TO shall have
the right to draw on the letter of credit in the event of (a) payments or property
transfers made by the Interconnection Customer to the Participating TO for the
installation of the Interim WOD Project are determined to be taxable, either as
contributions to capital, or as a refundable advance, in accordance with the Internal
Revenue Code and any applicable state income tax laws, or taxable as contributions
in aid of construction or otherwise under the Internal Revenue Code and any
applicable state income tax laws; or (b) Interconnection Customer's dissolution or
termination of existence; or (c) if any of the following actions or proceedings occur:
Interconnection Customer's insolvency, becoming the subject of a petition in
bankruptcy, either voluntary or involuntary, or in any other proceeding under federal
bankruptcy laws; making an assignment for benefit of creditors, excluding any
assignment for financing purposes; or being named in a suit for the appointment of a
receiver.

12. Treatment of Partial Termination Charge Security:

- (a) **Amount:** The amount of the Partial Termination Charge Security shall equal \$3,491,575 for each 125 MW Electric Generating Unit that the Interconnection Customer elects to be eligible for Partial Termination. With respect to the Phased Generating Facility, Interconnection Customer shall be entitled (upon providing the Partial Termination Charge Security to the CAISO) to secure Partial Termination rights with respect to Electric Generating Units 2, 3 and/or 4, which, if the Interconnection Customer secures Partial Termination rights to all three (3) Electric Generating Units comprising 375 MW, would result in a maximum Partial Termination Charge Security of \$10,474,725. The Interconnection Customer

shall make its election and designation of the Electric Generating Unit(s) to be eligible for Partial Termination at the time of the Partial Termination Charge Security posting. The Parties acknowledge that Partial Termination shall not be available for Electric Generating Unit 1, and agree that Electric Generating Unit 1 shall not be the subject of a Partial Termination pursuant to this LGIA.

- (b) **Timing for Posting of Partial Termination Charge Security:** The entire amount of the Partial Termination Charge Security for all Electric Generating Units for which the Interconnection Customer elects to secure eligibility for Partial Termination shall be posted no later than thirty (30) Calendar Days following the Effective Date. In the event that the Interconnection Customer fails to timely post the Partial Termination Charge Security, then, as specified in Article 2.4.4, the provisions of this LGIA permitting Partial Termination shall not be operative and termination of this LGIA may only occur with respect to the entire Generating Facility.
- (c) **Reduction of Partial Termination Charge Security for Electric Generating Units that Achieve Commercial Operation Prior to Termination:** Within fifteen (15) Calendar Days following Commercial Operation of each 125 MW Electric Generating Unit for which Partial Termination has been secured but not exercised, the Partial Termination Charge Security shall be reduced by the amount of \$3,491,575. If the Interconnection Customer posts security in the form of a cash deposit, such cash funds shall be released and/or returned to the Interconnection Customer. If the Interconnection Customer posts another form of financial security of the type specified in CAISO GIP (CAISO Tariff Appendix Y) Section 9.1, the Parties shall cooperate and execute such necessary documents as to accomplish a replacement security in the lower amount or take other action necessary to accomplish the reduction in Partial Termination Charge Security.
- (d) **Liquidation of Partial Termination Charge Security for Failure to Achieve Commercial Operation:** If the Interconnection Customer has not achieved Commercial Operation of Electric Generating Units 2, 3 and/or 4 by the later of (i) eighty-four (84) months from the execution date of this LGIA or (ii) the in-service date of the Network Upgrades necessary to provide the entire Generating Facility with full deliverability (the "Outside Date"), the Participating TO shall have the right to (a) upon the mutual determination of the CAISO and the Participating TO that an event of Partial Termination has occurred and notice of the same is given as provided for in Article 2.4.4.2, request that the CAISO liquidate the Partial Termination Charge Security applicable to the Electric Generating Units that have not achieved Commercial Operation by the Outside Date, and (b) terminate this LGIA solely with respect to the Electric Generating Units that have not achieved Commercial Operation by the Outside Date, and apply the proceeds of the Partial Termination Charge as provided for in Article 2.4.4.5.
- (e) **Liquidation of Partial Termination Charge Security upon Partial Termination by the Interconnection Customer:** In the event that the Interconnection Customer exercises its Partial Termination rights pursuant to Article 2.4.4 of this LGIA, (a) the CAISO shall liquidate the Partial Termination Charge Security applicable to the Electric Generating Units that are subject to the Partial Termination and apply the proceeds of the Partial Termination Charge as

provided for in Article 2.4.4.5, and (b) this LGIA shall be terminated solely with respect to the Electric Generating Units for which Partial Termination has been exercised.

- (f) **Liquidation of the Partial Termination Charge Security upon Default for Failure to Meet a Milestone:** In the event the Interconnection Customer fails to cure a Breach of any one of the milestones specified in Table 1 under Section 14(d) below and the Participating TO declares a Default under Article 17 of this LGIA, the Participating TO shall have the right to (a) upon mutual determination of the CAISO and the Participating TO that an event of Partial Termination has occurred and notice of the same is given as provided for in Article 2.4.4.2, request that the CAISO liquidate the Partial Termination Charge Security applicable to the Electric Generating Units that have not achieved Commercial Operation, and (b) terminate this LGIA solely with respect to the Electric Generating Units that have not achieved Commercial Operation, and apply the proceeds of the Partial Termination Charge as provided for in Article 2.4.4.5.

13. Removal of the Participating TO's Interconnection Facilities:— and Interim WOD Project:

~~13.~~(a) Following termination of the LGIA, the Participating TO will remove the Participating TO's Interconnection Facilities from service to the Interconnection Customer pursuant to Article 2.5 of the LGIA. On or before the date one year following termination of the LGIA, the Participating TO shall notify the Interconnection Customer whether the Participating TO intends to physically remove the Participating TO's Interconnection Facilities, or any part thereof. If the Participating TO intends to physically remove the Participating TO's Interconnection Facilities, or any part thereof, then the Participating TO shall physically remove such facilities within two years from the date of notification of intent, and the Interconnection Customer shall pay the Removal Cost. If the Participating TO does not intend to physically remove the Participating TO's Interconnection Facilities, or any part thereof, then the Interconnection Customer shall have no obligation to pay such Removal Cost.

(b) Unless otherwise determined by the Participating TO and the CAISO in accordance with Section 9(c) of this Appendix A, the Participating TO will physically remove the Interim WOD Project and restore the transmission system following the date on which Participating TO's Delivery Network Upgrades are completed and placed in service. Prior to removing the Interim WOD Project, or any part thereof, the Participating TO shall notify the Interconnection Customer in regards to the facilities to be removed and develop, within 90 Calendar Days of such notification, a mutually acceptable disposition or recycling plan which may include transferring ownership of any removed facilities from the Participating TO to the Interconnection Customer. Interconnection Customer shall pay the Interim WOD Project Removal Cost, and any costs associated with the transfer of ownership of such facilities from the Participating TO to the Interconnection Customer ("Ownership Transfer Cost") if any such transfer occurs. No transfer of

ownership shall operate to convert or reclassify any portion of the Interim WOD Project to Network Upgrades.

14. Charges:

- (a) The Interconnection Customer shall pay to the Participating TO the following charges in accordance with the LGIA: (i) Distribution Upgrades Payment; (ii) Delivery Network Upgrades Payment, if applicable; (iii) Interconnection Facilities Payment; (iv) Reliability Network Upgrades Payment, if applicable; (v) Licensing Assessment Payment; (vi) Interim WOD Project Payment; (vii) payments for any Capital Additions; ~~(viii)~~ Interconnection Facilities Charge; ~~(ix)~~ Interim WOD Project Charge; (x) any reimbursable FERC fees pursuant to Section 15(~~g~~) of this Appendix A; ~~(xiii)~~ Removal Cost pursuant to Article 2.4.3 of the LGIA and ~~Section~~Sections 15(fg) and 15(h) of this Appendix A; ~~(xii)~~ Ownership Transfer Costs pursuant to Section 13(b) of this Appendix A, if applicable; (xiii) termination charges pursuant to Article 2.4 of the LGIA, provided that 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; ~~(xiv)~~ disconnection costs pursuant to Article 2.5 of the LGIA; ~~(xv)~~ suspension costs pursuant to Article 5.16 of the LGIA; ~~and (xii) Licensing Assessment Payment.~~
- (b) The Distribution Upgrades Cost, Delivery Network Upgrades Cost, Interconnection Facilities Cost, Reliability Network Upgrades Cost, associated One-Time Cost, Removal Cost, ~~and~~ Licensing Assessment Cost, and Interim WOD Project Cost shall be compiled in accordance with Accounting Practice.
- (c) If, during the term of the LGIA, the Participating TO executes an agreement to provide service to another entity (other than for retail load) which contributes to a need for the Participating TO's Interconnection Facilities, the charges due hereunder may be adjusted to appropriately reflect such service based on the Participating TO's cost allocation principles in effect at such time, and shall be subject to FERC's approval.
- (d) The Participating TO commits to up-front finance the cost of the Network Upgrades including the associated One-Time Cost specifically identified in Section 2 of this Appendix A to the LGIA, contingent upon the continued achievement of the Milestones and Decisions Points, as described in Table 1 below, by the Interconnection Customer, as such Milestones and Decision Points may be adjusted pursuant to Option 2 of Table 2B below or a suspension pursuant to Article 5.16 of this LGIA.

Table 1: Participating TO and Interconnection Customer Milestones and Decision Points

The milestones in this Table 1 and in Appendix B, Section 2 reflect that the Interconnection Customer has designated Genesis Station as the First Sequence and McCoy Station as the Second Sequence. The Parties agree that the Interconnection Customer may re-designate McCoy Station as the First Sequence and Genesis Station as the Second Sequence subject to the Interconnection Customer providing written notice of such re-designation to the CAISO and the Participating TO by no later than February 1, 2012. Following such re-designation, the Partial Termination Charge Security would remain applicable to Electric Generating Unit 2 of the First Sequence and Electric Generating Units 3 & 4 of the Second Sequence.

Group 1 Milestones and Decision Point #1 for the First Sequence-Genesis Station	
Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none"> Participating TO commences final design and engineering of Participating TO's Interconnection Facilities for the First Sequence-Genesis Station and Participating TO's Reliability Network Upgrades. 	<ul style="list-style-type: none"> Interconnection Customer secures final Site Exclusivity as defined in the GIP for the Genesis Station. Interconnection Customer has provided Interconnection Financial Security in accordance with Section 9 of the GIP (CAISO Tariff Appendix Y) and applicable FERC orders.
<p>DECISION POINT #1: Following Participating TO's written notification of Participating TO's completion of all of its Group 1 milestones, the Interconnection Customer must demonstrate that it has completed all of its Group 1 milestones within ninety (90) Calendar Days of the Participating TO's notification. Parties exercise options as outlined in Table 2.</p>	

Group 2 Milestones and Decision Point #2 for the First Sequence-Genesis Station

Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none">Participating TO secures all required permits, licenses, and property rights for the Participating TO's Interconnection Facilities for the First Sequence-Genesis Station and Participating TO's Reliability Network Upgrades.	<ul style="list-style-type: none">Interconnection Customer secures all permits, licenses, and Site Exclusivity required for the construction of the First Sequence-Genesis Station and Interconnection Customer's Interconnection Facilities for the Genesis Station.

DECISION POINT #2: Following Participating TO's written notification of Participating TO's completion of all of its Group 2 milestones, the Interconnection Customer must demonstrate that it has completed all of its Group 2 milestones within ninety (90) Calendar Days of the Participating TO's notification. Parties exercise options as outlined in Table 2.

Group 3 Milestones and Decision Point #3 for the First Sequence-Genesis Station

Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none"> Participating TO completes final design and engineering for the Participating TO's Interconnection Facilities for the First Sequence-Genesis Station and Participating TO's Reliability Network Upgrades. 	<ul style="list-style-type: none"> Interconnection Customer selects Engineering, Procurement and Construction ("EPC") contractor for the First Sequence-Genesis Station. If the Interconnection Customer elects to self-build the project, an engineering services firm will be engaged and contracts for procurement of long lead/major equipment for one Electric Generating Unit of the First Sequence-Genesis Station will be executed. Interconnection Customer secures 100% of financing, or its board approval if financing is carried on Interconnection Customer's balance sheet, to construct at least one Electric Generating Unit of the First Sequence-Genesis Station and the Interconnection Customer's Interconnection Facilities for the Genesis Station. <p>Note: If Interconnection Customer has elected Partial Termination of Electric Generating Unit 2 of the First Sequence-Genesis Station, then the Participating TO shall have the right, at its sole discretion, not to commence any Construction Activities for any Participating TO's Delivery Network Upgrades required solely for Electric Generating Unit 2 of the First Sequence-Genesis Station.</p>

DECISION POINT #3: Following Participating TO's written notification of Participating TO's completion of all of its Group 3 milestones, the Interconnection Customer must demonstrate that it has completed all of its Group 3 milestones within ninety (90) Calendar Days of

the Participating TO's notification. Parties exercise options as outlined in Table 2.

Group 4 Milestones and Decision Point #4 for the First Sequence Genesis Station

Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none">Participating TO commences Construction Activities of the Participating TO's Reliability Network Upgrades	<ul style="list-style-type: none">Interconnection Customer commences construction of at least one Electric Generating Unit of the First Sequence-Genesis Station and the Interconnection Customer's Interconnection Facilities for the Genesis Station.

DECISION POINT #4: Following Participating TO's written notification of Participating TO's completion of all of its Group 4 milestones, the Interconnection Customer must demonstrate that it has completed all of its Group 4 milestones within thirty (30) Calendar Days of the Participating TO's notification. Parties exercise options as outlined in Table 2.

Group 5 Milestones and Decision Point #5 for the First Sequence-Genesis Station

Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none"> Participating TO energizes the Participating TO's Reliability Network Upgrades, enabling Commercial Operation of the Phased Generating Facility (Participating TO shall inform the Interconnection Customer at least ninety (90) Calendar Days prior to such energization date whether the Participating TO's Reliability Network Upgrades will be completed as estimated by the Participating TO). 	<ul style="list-style-type: none"> Interconnection Customer achieves Initial Synchronization Date for at least one Electric Generating Unit of the First Sequence-Genesis Station. Interconnection Customer commences generating electricity for sale, excluding electricity generated during Trial Operation, of at least one Electric Generating Unit of the First Sequence-Genesis Station.

DECISION POINT #5: Following Participating TO's written notification of Participating TO's completion of all of its Group 5 milestones, the Interconnection Customer must demonstrate that it has completed all of its Group 5 milestones within one hundred fifty (150) Calendar Days of the Participating TO's notification. Parties exercise options as outlined in Table 2.

Group 1 Milestones and Decision Point #1 for the Second Sequence-McCoy Station

Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none"> Participating TO commences final design and engineering of the Participating TO's Interconnection Facilities for the Second Sequence-McCoy Station and Participating TO's Delivery Network Upgrades. 	<ul style="list-style-type: none"> Interconnection Customer secures final site exclusivity for the Second Sequence-McCoy Station by filing form SF299 with the Bureau of Land management (BLM). BLM shall deem the Interconnection Customer "first in line" to develop a solar energy generating facility on said public lands. The Interconnection Customer will also file a Plan of Development for the McCoy Station, approved by the BLM. Interconnection Customer has provided Interconnection Financial Security in accordance with Section 9 of the GIP (CAISO Tariff Appendix Y) and applicable FERC Orders.

DECISION POINT #1: Following Participating TO's written notification of Participating TO's completion of all of its Group 1 milestones, the Interconnection Customer must demonstrate that it has completed all of its Group 1 milestones within ninety (90) Calendar Days of the Participating TO's notification. Parties exercise options as outlined in Table 2.

Group 2 Milestones and Decision Point #2 for the Second Sequence-McCoy Station

Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none"> Participating TO secures all permits, licenses, and property rights for the Participating TO's Interconnection Facilities for the Second Sequence-McCoy Station and Participating TO's Delivery Network Upgrades. 	<ul style="list-style-type: none"> Interconnection Customer secures a Draft Environmental Impact Statement/Environmental Impact Report from the appropriate state and federal agencies granting the permits, licenses, and property rights required for the construction of the Second Sequence-McCoy Station and Interconnection Customer's Interconnection Facilities for the Second Sequence-McCoy Station.

DECISION POINT #2: Following Participating TO's written notification of Participating TO's completion of all of its Group 2 milestones, which notification by Participating TO shall be no earlier than June 1, 2014, the Interconnection Customer must demonstrate that it has completed all of its Group 2 milestones within ninety (90) Calendar Days of the Participating TO's notification. Parties exercise options as outlined in Table 2.

Group 3 Milestones and Decision Point #3 for the Second Sequence-McCoy Station

Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none"> Participating TO completes final design and engineering for the Participating TO's Interconnection Facilities for the Second Sequence-McCoy Station, and Participating TO's Delivery Network Upgrades. Participating TO notifies Interconnection Customer that Participating TO is prepared to commence Construction Activities within ninety (90) Calendar Days. 	<ul style="list-style-type: none"> Interconnection Customer secures and retains all permits, licenses, and Site Exclusivity required for the construction of the Second Sequence-McCoy Station and Interconnection Customer's Interconnection Facilities for the Second Sequence-McCoy Station. Interconnection Customer executes contracts for Engineering, Procurement and Construction ("EPC") contractor for the Second Sequence-McCoy Station. If the Interconnection Customer elects to self-build the project, an engineering services firm will be

	<p>engaged and contracts for procurement of long lead/major equipment for one Electric Generating Unit of the Second Sequence-McCoy Station will be executed.</p> <ul style="list-style-type: none"> • Interconnection Customer secures 100% of financing, or its board approval if financing is carried on Interconnection Customer's balance sheet, to construct at least one Electric Generating Unit of the Second Sequence-McCoy Station and the Interconnection Customer's Interconnection Facilities for the McCoy Station. <p>Note: If Interconnection Customer has elected Partial Termination of the Second Sequence-McCoy Station, then the Participating TO is under no obligation to commence Construction Activities for any Participating TO's Delivery Network Upgrades associated with the Second Sequence-McCoy Station.</p>
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DECISION POINT #3: Following Participating TO's written notification of Participating TO's completion of all of its Group 3 milestones, which such notice by Participating TO shall be no earlier than September 1, 2014, the Interconnection Customer must demonstrate that it has completed all of its Group 3 milestones within ninety (90) Calendar Days of the Participating TO's notification. Parties exercise options as outlined in Table 2.

Group 4 Milestones and Decision Point #4 for the Second Sequence

Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none"> • Participating TO commences Construction Activities of the Participating TO's Delivery Network Upgrades. • Participating TO provides two (2) written notices to Interconnection 	<ul style="list-style-type: none"> • Upon Participating TO's notice that it has commenced Construction Activities of the Participating TO's Delivery Network Upgrades, Interconnection Customer shall (1) have entered into, and retain, a

<p>Customer: (1) upon commencing Construction Activities of Participating TO's Delivery Network Upgrades; and (2) within 12 months prior to completion of Participating TO's Delivery Network Upgrades.</p>	<p>power purchase agreement that requires the McCoy Station to achieve Commercial Operation by no later than December 31, 2017 and; 2) relinquish Interconnection Customers right, from that point forward, to Partial Termination for the Second Sequence McCoy Station.</p> <ul style="list-style-type: none"> • Upon receipt of Participating TO's notice informing Interconnection Customer that it estimates to complete construction of Participating TO's Delivery Network Upgrades within twelve (12) months, Interconnection Customer shall commence construction of at least one Electric Generating Unit of the Second Sequence-McCoy Station and the Interconnection Customer's Interconnection Facilities for the McCoy Station.
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DECISION POINT #4: Following Participating TO's written notification of Participating TO's completion of all of its Group 4 milestones, the Interconnection Customer must demonstrate that it has completed each of its Group 4 milestones within ninety (90) Calendar Days of the Participating TO's applicable notification. Parties exercise options as outlined in Table 2.

Group 5 Milestones and Decision Point #5 for the Second Sequence

Participating TO Milestone	Interconnection Customer Milestone
<ul style="list-style-type: none"> • Participating TO energizes the Participating TO's Delivery Network Upgrades. 	<ul style="list-style-type: none"> • Interconnection Customer achieves Initial Synchronization Date for at least one Electric Generating Unit of the Second Sequence-McCoy Station. • Interconnection Customer commences generating electricity for sale, excluding electricity generated during Trial Operation, of at least one Electric Generating Unit of the Second Sequence-

	McCoy Station.
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DECISION POINT #5: Following Participating TO's written notification of Participating TO's completion of all of its Group 5 milestones, the Interconnection Customer must demonstrate that it has completed all of its Group 5 milestones within ninety (90) Calendar Days of the Participating TO's notification. Parties exercise options as outlined in Table 2.

Table 2: Actions by the Parties at each Decision Point:

Table 2A- Participating TO:

At each Decision Point as set forth in Table 1 above, if the Interconnection Customer is current in meeting its milestones set forth in Table 1 above (as such milestones may be adjusted due to the Interconnection Customer exercising option 2 in Table 2B below), the Participating TO shall confirm its commitment to finance Network Upgrades for the applicable sequence for which the milestones have been met.

If the Interconnection Customer is not current in meeting its milestones as set forth in Table 1 (as such milestones may be adjusted due to the Interconnection Customer exercising option 2 in Table 2B below or its suspension rights under Article 5.16 of this LGIA), the Participating TO has the following additional options:

- 1) Confirm its commitment to finance the Network Upgrades (but have no obligation to do so).
- 2) Discontinue its commitment to finance the Network Upgrades, in which case the Network Upgrades may then be financed by the Interconnection Customer pursuant to Section 14(h) of Appendix A.
- 3) Extend the applicable deadline for Interconnection Customer to satisfy the milestone requirement.
- 4) Terminate the LGIA, subject to the termination and Partial Termination provisions in this LGIA.
- 5) Other actions mutually agreeable to both parties.

The Participating TO will provide written notification to the Interconnection Customer of the option selected.

If the Interconnection Customer's permits, licenses, and Site Exclusivity required pursuant to the Group 3 Milestones above for the construction of the Second Sequence-McCoy Station are later suspended or held in abeyance for any reason, the Participating TO shall have the right, at its sole discretion and upon five (5) Calendar Days written notice, to suspend any Construction Activities for Participating TO's Delivery Network Upgrades required solely for the Second Sequence-McCoy Station and shall not be obligated to resume such Construction Activities until such permits, licenses and Site Exclusivity are reinstated.

Table 2B – Interconnection Customer:

At each Decision Point as set forth in Table 1 above, if the Participating TO is current in meeting its milestones in Table 1 above, the Interconnection Customer

shall confirm its commitment to develop its Generating Facility.

If the Participating TO is not current in meeting its milestones as set forth in Table 1, the Interconnection Customer has the following additional options:

- 1) Continue to develop the Electric Generating Units for which the milestone has not been met (but have no obligation to do so).
- 2) Adjust its development milestones for the applicable Electric Generating Units in Table 1 above, on a day-for-day basis, as appropriate, to the Participating TO's new timetable(s).
- 3) (a) If the Participating TO is not current in meeting its milestones with respect to the First Sequence-Genesis Station, the Interconnection Customer shall have the right to (1) terminate the LGIA in its entirety, with resulting disconnection of the First Sequence-Genesis Station, and cause the refund of the Partial Termination Charge Security in full to Interconnection Customer, or (2) invoke Partial Termination of this LGIA with respect to Electric Generating Unit 2 pursuant to Article 2.4.4, provided that the Interconnection Customer has previously posted Partial Termination Charge Security for Unit 2.
(b) If the Participating TO is not current in meeting its milestones with respect to the Second Sequence-McCoy Station, the Interconnection Customer shall have the right to invoke Partial Termination of this LGIA in accordance with Article 2.4.4 with respect to either or both Electric Generating Units within the Second Sequence-McCoy Station
- 4) Terminate this LGIA, subject to termination and Partial Termination provisions in this LGIA.
- 5) Other actions mutually agreeable to both parties.

The Interconnection Customer will provide written notification to the Participating TO of the option selected.

* The termination provisions provided above (option 3(a) and (b)) reflect that the Interconnection Customer may invoke a Partial Termination under Section 2.4.4 with respect to those Electric Generating Units for which the Interconnection Customer has previously provided Partial Termination Charge Security, which right of Partial Termination is alternative to the Interconnection Customer's choice of termination of the entire LGIA under Article 2.3 of this LGIA.

If the Participating TO is unable to complete the Network Upgrades necessary to provide full deliverability to the entire Generating Facility, the Participating TO shall use commercially Reasonable Efforts to pursue alternatives to provide full deliverability to the entire Generating Facility.

If, within seventy-two (72) months of the Effective Date of the LGIA, the Participating TO has not (i) commenced construction of the West of Devers Network Upgrades or (ii) made commercially Reasonable Efforts to provide an alternative solution for ensuring timely Full Capacity Deliverability Status for the Generating Facility, and either (a) the Interconnection Customer is in default of a

power purchase agreement or cannot perform under a power purchase agreement as a result thereof, or (b) the Parties otherwise reasonably agree that the Interconnection Customer has been harmed as a result of the Participating TO's failure to complete the West of Devers Network Upgrades (or otherwise provide Full Capacity Deliverability Status for the Generating Facility) in a timely manner, then the Interconnection Customer shall have the right to invoke a Partial Termination of this LGIA with respect to the Electric Generating Units that the Interconnection Customer reasonably demonstrates to the other Parties it is unable to construct. If Partial Termination is exercised under the terms of the foregoing sentence, the Participating TO and the CAISO shall return the Partial Termination Charge Security applicable to such terminated Electric Generating Units to the Interconnection Customer. Any Partial Termination exercised by the Interconnection Customer, other than in accordance with this paragraph, shall result in the CAISO and the Participating TO liquidating the Partial Termination Charge Security applicable to the terminated Electric Generating Units in accordance with Article 2.4.4.5 of this LGIA.

- (e) The determination of whether the Interconnection Customer has met its milestones outlined in Table 1 under Section 14(d) above shall be at the sole discretion of the Participating TO. The determination of whether the Participating TO has met its milestones outlined in Table 1 under Section 14(d) above shall be at the sole discretion of the Interconnection Customer. If there is a dispute as to whether the Interconnection Customer or Participating TO has met a milestone required in Table 1 under Section 14(d) above, such dispute shall be resolved pursuant to Article 27 of the LGIA.
- (f) The Participating TO is under no obligation to finance other network upgrades if the Network Upgrades are modified pursuant to the GIP and such modification results in the Participating TO having to reaffirm Abandoned Plant Approval for the modified Network Upgrades. The Participating TO may seek reaffirmation of Abandoned Plant Approval for any modified Network Upgrades, at its sole discretion. If (i) the reaffirmation of Abandoned Plant Approval for the modified Network Upgrades is not received within six (6) months (or such longer period mutually agreed to by the Parties) of applying for such reaffirmation, or (ii) the Participating TO does not seek reaffirmation of Abandoned Plant Approval, the Parties agree to amend this LGIA
- (g) With the exception of Interconnection Customer exercising its Partial Termination rights pursuant to Article 2.4.4, if the Interconnection Customer does not meet any one of the milestones specified in Table 1 under Section 14(d) above (as such milestones may be adjusted due to the Interconnection Customer exercising option 2 in Table 2B above or its suspension rights under Article 5.16 of this LGIA), this failure shall be considered a Breach of this LGIA, subject to the

Default and Right to Terminate provisions under Article 17 of this LGIA and the provisions of Section 12(f) of this LGIA. Each milestone in Table 1 of Section 14(d) shall be subject to the Force Majeure provisions of this LGIA.

- (h) Notwithstanding anything to the contrary in Table 2A under Section 14(d), Interconnection Customer shall not be in Breach of this LGIA, and the Participating TO shall not have the right to terminate this LGIA, as a result of the Interconnection Customer missing a milestone in Table 1 under Section 14(d), provided that the Parties: (i) reasonably and in good faith negotiate an amendment of this LGIA to provide for Interconnection Customer-financing of the Network Upgrades; and (ii) reach agreement on such amendment within sixty (60) Calendar Days after Participating TO's notification of its having exercised option 2 or 4 under Table 2A of Appendix A.
- (i) Each Party shall provide the other Party with a monthly status report, including all supporting documentation, to verify that Party's progress on the milestones outlined in Table 1 under Section 14(d) above.
- (j) At no time will the Participating TO require payment from the Interconnection Customer for any Network Upgrades for which Abandoned Plant Approval has been obtained, provided that the costs of such Network Upgrades are incurred while the Interconnection Customer is current with meeting its development milestones pursuant to Section 14(d).

15. Supplemental Billing and Payment Provisions:

- (a) Pursuant to Article 12.1 of the LGIA, the Participating TO shall submit to the Interconnection Customer invoices due for the preceding month for the Distribution Upgrades Payment, Delivery Network Upgrades Payment, Interconnection Facilities Payment, Reliability Network Upgrades Payment, ~~and~~ Licensing Assessment Payment and Interim WOD Project Payment.
- (b) Pursuant to Article 10.5 of the LGIA, commencing on or following the Interconnection Facilities Completion Date for the applicable First Sequence and Second Sequence, each month the Participating TO will render bills to the Interconnection Customer for the applicable Interconnection Facilities Charge. The Interconnection Facilities Charge payments shall initially be based on the estimated Interconnection Facilities Cost as specified in Section 16 of this Appendix A, and shall be subject to later adjustment pursuant to Section 15.(b)(i) and 15.(b)(ii). The Interconnection Facilities Charge for the first and last month of service hereunder shall be pro-rated based on the number of Calendar Days in which service was provided during said months.
 - (i) If the amounts paid for the Interconnection Facilities Charge are less than the amounts due for the Interconnection Facilities Charge as determined from the actual recorded Interconnection Facilities Cost, Participating TO will bill

Interconnection Customer the difference between the amounts previously paid by Interconnection Customer and the amounts which would have been paid based on actual recorded costs, without interest, on the next regular billing.

(ii) If the amounts paid for the Interconnection Facilities Charge are greater than the amounts due for the Interconnection Facilities Charge as determined from the actual recorded Interconnection Facilities Cost, Participating TO will credit Interconnection Customer the difference between the amounts previously paid by Interconnection Customer and the amounts which would have been paid based on actual recorded costs, without interest, on the next regular billing.

(c) In the event that any portion of Participating TO's Interconnection Facilities is not complete but, at the request of Interconnection Customer, Participating TO commences Interconnection Service under this LGIA notwithstanding the incomplete facilities, Participating TO shall commence billing, and Interconnection Customer shall pay, the Interconnection Facilities Charge commencing on the date that such service commences.

(d) Commencing on or following the Interim WOD Project Completion Date, each month the Participating TO will render bills to the Interconnection Customer for the Interim WOD Project Charge. The Interim WOD Project Charge payments shall initially be based on the estimated Interim WOD Project Cost as specified in Section 16 of this Appendix A, and shall be subject to later adjustment pursuant to Sections 15.(d)(i) and 15.(d)(ii). The Interim WOD Project Charge for the first and last month of service hereunder shall be pro-rated based on the number of Calendar Days in which service was provided during said months.

(i) If the amounts paid for the Interim WOD Project Charge are less than the amounts due for the Interim WOD Project Charge as determined from the actual recorded Interim WOD Project Cost, the Participating TO will bill Interconnection Customer the difference between the amounts previously paid by Interconnection Customer and the amounts which would have been paid based on actual recorded costs, without interest, on the next regular billing.

(ii) If the amounts paid for the Interim WOD Project Charge are greater than the amounts due for the Interim WOD Project Charge as determined from the actual recorded Interim WOD Project Cost, the Participating TO will credit Interconnection Customer the difference between the amounts previously paid by Interconnection Customer and the amounts which would have been paid based on actual recorded costs, without interest, on the next regular billing.

~~(d)~~(e) In accordance with Article 5.19.3 of the LGIA, the Participating TO shall submit to the Interconnection Customer invoices due for the preceding month for the payments due for Capital Additions, if any.

(i) For Capital Additions that are the cost responsibility of the Interconnection Customer, prior to commencing work, the Participating TO will provide at least sixty (60) Calendar Days advance written notification to the Interconnection Customer, except that, at the Participating TO's sole discretion, the Participating TO may commence the work on the Capital Additions with either shorter advance written notification or written notification after the work has commenced if the Participating TO determines that the Capital Additions are required in accordance with safety or regulatory requirements or to preserve system integrity or reliability. The written notification will include the estimated cost of the Capital Additions, and the amount of and due date for the security, if any, required to be paid by the Interconnection Customer sufficient to cover the costs for constructing, procuring and installing the Capital Additions consistent with the applicable terms of Article 11.5 of the LGIA.

(ii) Except as provided in Section 8(~~bc~~) above, if certain Participating TO's Interconnection Facilities or certain facilities that comprise the Interim WOD Project are removed to accommodate Capital Additions and such removal results in a change in the Interconnection Facilities Cost or the Interim WOD Project Cost, the Interconnection Facilities Charge or Interim WOD Project Charge, as applicable, shall be adjusted as of the in-service date of such Capital Additions to reflect the change in the Interconnection Facilities Cost or Interim WOD Project Cost.

(iii) Except as provided in Section 8(~~bc~~) above, if Capital Additions result in an increase in the Interconnection Facilities Cost or the Interim WOD Project Cost, then the Interconnection Facilities Charge or Interim WOD Project Charge, as applicable, shall be adjusted as of the in-service date of such Capital Additions to reflect the change in such costs.

~~(e)~~(f) As soon as reasonably practicable, but within twelve (12) months after the in-service date of any Capital Additions, the Participating TO shall provide an invoice of the final cost of the construction of the Capital Additions 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 Capital Additions 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 Capital Additions, 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.

(f)(g) If, in accordance with the removal of the Participating TO's Interconnection Facilities specified in Section 13(a) above, the Participating TO decides to physically remove the Participating TO's Interconnection Facilities, or any part thereof, the Participating TO shall render a bill to the Interconnection Customer for the Removal Cost. The Interconnection Customer shall pay the Removal Cost in accordance with Article 2.4.3 of the LGIA. Such billing shall initially be based on the Participating TO's estimate of the Removal Cost. Within twelve (12) months following the removal of the Participating TO's Interconnection Facilities, or any part thereof, the Participating TO shall determine the actual Removal Cost 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 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.

(h) Following the date that the Participating TO's Delivery Network Upgrades are constructed and placed in service but before the Participating TO removes the Interim WOD Project, or any part thereof, Participating TO shall render a bill to the Interconnection Customer for the Interim WOD Project Removal Cost and any Ownership Transfer Cost. Interconnection Customer shall pay such bill in accordance with Article 2.4.3. Such billing shall initially be based on the Participating TO's estimate of the Interim WOD Project Removal Cost and any Ownership Transfer Cost, which is currently \$1,926,000 as shown in Section 16 of this Appendix A. Within twelve (12) months following the removal of the Interim WOD Project, or any part thereof, the Participating TO shall determine the actual Interim WOD Project Removal Cost and the Ownership Transfer Cost 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 and Ownership Transfer Cost exceeds the actual Removal Cost and Ownership Transfer Cost within thirty (30) Calendar Days of the issuance of such final invoice; or, in the event the actual Removal Cost and Ownership Transfer Cost exceeds the Interconnection Customer's payment for the estimated Removal Cost and Ownership Transfer Cost, then the Interconnection Customer shall pay to the Participating TO any amount by which the actual Removal Cost and Ownership Transfer Cost exceeds the payment by the Interconnection Customer

17. Interconnection Facilities Charge & Interim WOD Project Charge:

(a) Interconnection Facilities Charge = Customer-Financed Monthly Rate x (Interconnection Facilities Cost)

Effective	Customer-Financed Monthly Rate	Estimated		Actual	
		Interconnection Facilities Cost	Interconnection Facilities Charge	Interconnection Facilities Cost	Interconnection Facilities Charge
As of the Interconnection Facilities Completion Date for the applicable sequence – <u>12/31/12, If Interconnection Facilities Completion Date is prior to or on 12/31/12</u>	0.38%	First Sequence : \$3,394,000 Second Sequence: \$ TBD*	First Sequence: \$12,897.20 Second Sequence: \$ TBD*	[to be inserted after true-up]	[to be inserted after true-up]
<u>01/01/13 – Present, if Interconnection Facilities Completion Date for the applicable sequence is prior to 1/1/13</u>	<u>0.39%</u>	<u>First Sequence : \$3,394,000</u> <u>Second Sequence: \$ TBD*</u>	<u>First Sequence: \$13,236.60</u> <u>Second Sequence: \$ TBD*</u>	<u>[to be inserted after true-up]</u>	<u>[to be inserted after true-up]</u>
<u>As of the Interconnection Facilities Completion Date for the applicable sequence, if Interconnection Facilities Completion Date is on or after 1/1/13</u>	<u>0.39%</u>	<u>First Sequence : \$3,394,000</u> <u>Second Sequence: \$ TBD*</u>	<u>First Sequence: \$13,236.60</u> <u>Second Sequence: \$ TBD*</u>	<u>[to be inserted after true-up]</u>	<u>[to be inserted after true-up]</u>

* The portion of the Interconnection Facilities Cost that will be applicable to the Second Sequence, for the purpose of calculating the Interconnection Facilities Charge, will be determined based on the timing of facilities installed as required to accommodate phasing of the First and Second Sequences.

(b) Interim WOD Project Charge = Customer-Financed Monthly Rate x (Interim WOD Project Cost)*

<u>Effective</u>	<u>Customer-Financed Monthly Rate</u>	<u>Estimated</u>		<u>Actual</u>	
		<u>Interim WOD Project Cost</u>	<u>Interim WOD Project Charge</u>	<u>Interim WOD Project Cost</u>	<u>Interim WOD Project Charge</u>
<u>As of the Interim WOD Project Completion Date</u>	<u>0.39%*</u>	<u>\$39,410,000</u>	<u>\$153,699.00*</u>	<u>[to be inserted after true-up]</u>	<u>[to be inserted after true-up]</u>

* Participating TO is currently reviewing the Interim WOD Project Charge as requested by the Interconnection Customer to determine if the charge/methodology should be revised due to the temporary nature of the Interim WOD Project and its expected relatively short life span. In the event Participating TO's review results in a change to the Interim WOD Project Charge, this LGIA will be amended accordingly. Participating TO will use Reasonable Efforts to complete its review prior to the Interim WOD Project Completion Date.

18 Payment Schedule:

The payment amounts shown below are based on an estimate of the monthly incurred costs for the Participating TO's Interconnection Facilities, ~~and~~ Distribution Upgrades, Licensing Assessment and Interim WOD Project.

Payment No.	Payment Due Date(1)	Interconnection Facilities Cost	Distribution Upgrades Cost	One-Time Cost	<u>Licensing Assessment Cost</u>	<u>Licensing Assessment Interim WOD Project Cost</u>	<u>Removal Cost(2)</u>	Project Payment	ITCC(3)
1	PAID	\$ 50,000	\$ 0	-\$ 0 0	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	\$ 50,000	\$ <u>17,500</u> 0
2	PAID*	\$ 750,000	\$ 0	\$ 0	<u>\$ 0</u>	\$ 0	<u>\$ 0</u>	\$ 750,000	\$ <u>262,500</u> 0
3	PAID*	\$ 750,000	\$ 0	\$ 0	<u>\$ 0</u>	\$ 0	<u>\$ 0</u>	\$ 750,000	\$ <u>262,500</u> 0
4	PAID*	\$ 1,700,000	\$ 0	\$ 0	<u>\$ 0</u>	\$ 0	<u>\$ 0</u>	\$ 1,700,000	\$ <u>595,000</u> 0
5	9/1/11 PAID	\$ 0	\$ 0	\$ 0	<u>\$130,000</u>	<u>\$ 130,000</u> 0	<u>\$ 0</u>	\$ 130,000	<u>\$ 0</u> 0

6	10/1/11 PAID	\$ 100,000	\$ 0	\$ 0	<u>\$ 0</u>	\$ 0	<u>\$ 0</u>	\$ 100,000	<u>\$ 0</u>	\$ 35,000
7	11/1/11 PAID	\$ 44,000	\$ 0	\$ 0	<u>\$ 0</u>	\$ 0	<u>\$ 0</u>	\$ 44,000	<u>\$ 0</u>	\$ 15,400
8	1/6/2012 PAID	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 1,349,000</u>	<u>\$ 0</u>	<u>\$ 1,349,000</u>	<u>\$ 0</u>	<u>\$ 0</u>
Total ^g	4/1/2012	\$ 3,394,000	\$ 0	\$ 0	<u>\$ 0</u>	\$ 130,042,00	<u>\$ 0</u>	\$ 3,524,042,00	\$ 0	\$ 1,187,900
	PAID	<u>\$ 0</u>		0		0		0	<u>0</u>	<u>0</u>
10	7/1/2012 PAID	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 8,633,000</u>	<u>\$ 0</u>	<u>\$ 8,633,000</u>	<u>\$ 0</u>	<u>\$ 0</u>
11	10/1/2012 PAID	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 12,687,000</u>	<u>\$ 0</u>	<u>\$ 12,687,000</u>	<u>\$ 0</u>	<u>\$ 0</u>
12	1/1/2013 PAID	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 9,063,000</u>	<u>\$ 0</u>	<u>\$ 9,063,000</u>	<u>\$ 0</u>	<u>\$ 0</u>
13	4/1/2013 PAID	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 4,636,000</u>	<u>\$ 0</u>	<u>\$ 4,636,000</u>	<u>\$ 0</u>	<u>\$ 0</u>
14	(2)	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 1,926,000(2)</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Total		<u>\$ 3,394,000</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 130,000</u>	<u>\$ 39,410,000</u>	<u>\$ 1,926,000(2)</u>	<u>\$ 42,934,000</u>	<u>\$ 11,647,365</u>	

*(1) Payments 1, 2, 3 and 4 above have been credited from deposits paid pursuant to the Letter Agreements in accordance with Section 15(h) of this Appendix A. Payments 8 through 13 above have been credited from deposits paid pursuant to the Interim WOD Project Letter Agreement.

All amounts shown above are in nominal dollars.

Interconnection Facilities Payment = (Interconnection Facilities Cost + associated One-Time Cost) = \$ 3,394,000

Distribution Upgrades Payment = (Distribution Upgrades Cost + associated One-Time Cost) = \$0

Licensing Assessment Payment = Licensing Assessment Costs = \$130,000

Interim WOD Project Payment = (Interim WOD Project Costs + associated One-Time Cost) = \$39,410,000

Reliability Network Upgrades Payment = (Reliability Network Upgrades Cost + associated One-Time

Cost) = \$ 0 since the Participating TO has agreed to finance the Participating TO's Reliability Network Upgrades, subject to Section 14 of this Appendix A.

Delivery Network Upgrades Payment = (Delivery Network Upgrades Cost + associated One-Time Cost) = \$ 0 since the Participating TO has agreed to finance the Participating TO's Delivery Network Upgrades, subject to Section 14 of this Appendix A.

(2) Interconnection Customer shall provide Credit Support for the Removal Cost pursuant to Section 10(e) of this Appendix A. Interconnection Customer shall make payment for the Removal Cost in accordance with Section 15(h) of this Appendix A.

(3) ITCC financial security will be provided by Interconnection Customer in accordance with Appendix A, Section 11.

19 Other Potential Facilities:

The Interim WOD Project work scope assumes the SPS identified to accommodate interconnection of the generating facility having CAISO Queue Position No.3 is complete and Section 15(h)-in service. The Participating TO and the CAISO have determined that, absent the project at CAISO Queue Position No.3, such SPS would be required as a component of the Interim WOD Project. Consequently, in the event the LGIA associated with CAISO Queue Position No. 3 is terminated prior to the completion of the SPS, the costs associated with such SPS may be included in the Interim WOD Project Cost and may become the responsibility of the Interconnection Customer. Interconnection Customer's increased cost responsibility would be reflected in a subsequent amendment to this LGIA, subject to FERC acceptance. The estimated cost of the SPS identified with respect to the LGIA associated with CAISO Queue Position No.3 is \$3,500,000, plus any applicable estimated tax liability.

**Appendix B
To LGIA**

Milestones

1. The Interconnection Customer's Selected Option: Pursuant to Article 5.1 of the LGIA, the Interconnection Customer has selected the Standard Option.

2. Milestone Dates:

<u>Item</u>	<u>Milestone</u>	<u>Responsible Party</u>	<u>Due Date First Sequence - Genesis Station</u>	<u>Due Date Second Sequence - McCoy Station</u>
(a)	Submit proof of insurance coverage in accordance with Article 18.3 of the LGIA	Interconnection Customer	Within ten (10) Calendar Days of the execution of this LGIA	Within ten (10) Calendar Days of the execution of this LGIA
(b)	Submittal of written authorization to proceed with design and procurement of the Participating TO's Interconnection Facilities and Network Upgrades to the Participating TO and CAISO in accordance with Article 5.5.2 of the LGIA.	Interconnection Customer	Within ten (10) Calendar Days of the Effective Date	Within ten (10) Calendar Days of the Effective Date
(c)	Submittal of second posting of Interconnection Financial Security for the Participating TO's Interconnection Facilities to the Participating TO pursuant to Section 9 of the GIP and Article 11.5 and Section 10 Appendix A of the LGIA	Interconnection Customer	Within one hundred eighty (180) Calendar Days after publication of the final Phase II Interconnection Study Report: January 4, 2011	Within one hundred eighty (180) Calendar Days after publication of the final Phase II Interconnection Study Report: January 4, 2011
(d)	Submittal of third posting of Interconnection Financial Security for the Participating TO's Interconnection Facilities to the Participating	Interconnection Customer	Within ten (10) Calendar Days of the Effective Date	Within ten Calendar Days of the Effective Date

	TO pursuant to Section 9 of the GIP and Article 11.5 and Section 10 of Appendix A of the LGIA			
(e)	Submittal of written authorization to proceed with construction of the Participating TO's Interconnection Facilities and Network Upgrades to the Participating TO and the CAISO pursuant to Article 5.6.3 of the LGIA	Interconnection Customer	Within thirty (30) Calendar Days of the Effective Date	Within thirty (30) Calendar Days of the Effective Date
(f)	Submittal of security for the estimated tax liability to the Participating TO pursuant to Article 5.17.3 of the LGIA	Interconnection Customer	Within thirty (30) Calendar Days of the Effective Date	Within thirty (30) Calendar Days of the Effective Date
(g)	Completion of the Participating TO's Interconnection Facilities <u>and</u> Network Upgrades, <u>and Interim WOD Project</u>	Participating TO	Interconnection Facilities: First Sequence Genesis Station - Within thirty-eight (38) months following the effective date of the September 8, 2010 Letter Agreement* Reliability Network Upgrades: Within thirty-eight (38) months following the effective date of the September 8, 2010 Letter Agreement* Delivery Network Upgrades: Within eighty-four (84) months following the	Interconnection Facilities: Second Sequence McCoy Station – Twenty-four (24) months following Interconnection Customer's submittal of initial specifications for Interconnection Customer's Interconnection Facilities for the McCoy Station, including the Genesis McCoy 220kV Switchyard; but no sooner than thirty-eight (38) months following the effective date, of the September 8, 2010 Letter Agreement*

			<p>Effective Date*</p> <p><u>Interim WOD Project: Within eighteen (18) months following the effective date of the Interim WOD Project Letter Agreement*</u></p>	<p>Reliability Network Upgrades: Twenty-four (24) months following Interconnection Customer's submittal of initial specifications for Interconnection Customer's Interconnection Facilities for the McCoy Station, including the Genesis McCoy 220kV Switchyard; but no sooner than thirty-eight (38) months following the effective date, of the September 8, 2010 Letter Agreement*</p> <p>Delivery Network Upgrades: Within eighty-four (84) months following the Effective Date*</p> <p><u>Interim WOD Project: Within eighteen (18) months following the effective date of the Interim WOD Project Letter Agreement*</u></p>
(h)	Submittal of initial specifications for the			

	Interconnection Customer's Interconnection Facilities and Genesis McCoy Solar Project, including System Protection Facilities, to the Participating TO and the CAISO pursuant to Article 5.10.1 of the LGIA	Interconnection Customer	At least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date for the First Sequence Genesis Station	At least twenty-four (24) months prior to the Initial Synchronization Date for the Second Sequence McCoy Station
(i)	Initial information submission which shall include the Participating TO's Transmission System information necessary to allow the Interconnection Customer to select equipment, in accordance with Article 24.2 of the LGIA	Participating TO	At least one hundred eighty (180) Calendar Days prior to Trial Operation for the First Sequence Genesis Station	At least one hundred eighty (180) Calendar Days prior to Trial Operation for the Second Sequence McCoy Station
(j)	Updated information submission by the Interconnection Customer, including manufacturer information in accordance with Article 24.3 of the LGIA	Interconnection Customer	No later than one hundred eighty (180) Calendar Days prior to Trial Operation for the First Sequence Genesis Station	No later than one hundred eighty (180) Calendar Days prior to Trial Operation for the Second Sequence McCoy Station
(k)	Review of and comment on the Interconnection Customer's initial specifications pursuant to Article 5.10.1 of the LGIA	Participating TO and CAISO	Within thirty (30) Calendar Days of the Interconnection Customer's submission of initial specifications	Within thirty (30) Calendar Days of the Interconnection Customer's submission of initial specifications
(l)	Submittal of final specifications for the Interconnection Customer's Interconnection Facilities and Genesis McCoy Solar Project, including System	Interconnection	At least ninety (90) Calendar	At least one hundred eighty

	Protection Facilities, to the Participating TO and the CAISO as specified in Article 5.10.1 of the LGIA	Customer	Days prior to the Initial Synchronization Date for the First Sequence Genesis Station	(180) Calendar Days prior to the Initial Synchronization Date for the Second Sequence McCoy Station
(m)	Review of and comment on the Interconnection Customer's final specifications pursuant to Article 5.10.1 of the LGIA	Participating TO and CAISO	Within thirty (30) Calendar Days of the Interconnection Customer's submission of final specifications	Within thirty (30) Calendar Days of the Interconnection Customer's submission of final specifications
(n)	Notification of Balancing Authority Area to the Participating TO and CAISO pursuant to Article 9.2	Interconnection Customer	At least three (3) months prior to the Initial Synchronization Date for the First Sequence Genesis Station	At least three (3) months prior to the Initial Synchronization Date for the Second Sequence McCoy Station
(o)	Performance of a complete calibration test and functional trip test of the System Protection Facilities pursuant to Article 9.7.4.6 of the LGIA	Interconnection Customer and Participating TO	At least sixty (60) Calendar Days prior to the In-Service Date	At least sixty (60) Calendar Days prior to the In-Service Date
(p)	In-Service Date	Interconnection Customer	First Sequence Genesis Station: Thirty-eight (38) months following the effective date of the September 8, 2010 Letter Agreement, or November 8 ¹² , 2013	Second Sequence McCoy Station: Twenty-four (24) months following Interconnection Customer's submittal of initial specifications for Interconnection Customer's Interconnection Facilities for the McCoy Station, including the Genesis McCoy

				220kV Switchyard; but no sooner than November 8, 2013 or thirty-eight (38) months following the effective date, of the September 8, 2010 Letter Agreement*
(q)	Initial Synchronization Date	Interconnection Customer	<p>First Sequence Genesis Station:</p> <p>Thirty-eight (38) months following the effective date of the September 8, 2010 Letter Agreement, or November 8, 2013</p> <p><u>Unit 2 – October 3, 2013*</u></p> <p><u>Unit 1- March 1, 2014</u></p> <p><u>*Unit 2 will precede Unit 1</u></p>	<p>Second Sequence McCoy Station: Twenty-four (24) months following Interconnection Customer's submittal of initial specifications for Interconnection Customer's Interconnection Facilities for the McCoy Station, including the Genesis McCoy 220kV Switchyard; but no sooner than November 8, 2013 or thirty-eight (38) months following the effective date, of the September 8, 2010 Letter Agreement*</p> <p><u>The McCoy Station shall not synchronize, under any circumstance, until after the</u></p>

				<u>Devers RAS is in service.</u>
(r)	Trial Operation begins	Interconnection Customer	<p>First Sequence Genesis Station:</p> <p>Thirty-eight (38) months following the effective date of the September 8, 2010 Letter Agreement or November 8, 2013</p> <p><u>Unit 2 – October 3, 2013*</u></p> <p><u>Unit 1- March 1, 2014</u></p> <p><u>*Unit 2 will precede Unit 1</u></p>	<p>Second Sequence McCoy Station: Twenty-four (24) months following Interconnection Customer's submittal of initial specifications for Interconnection Customer's Interconnection Facilities for the McCoy Station, including the Genesis McCoy 220kV Switchyard; but no sooner than November 8, 2013 or thirty-eight (38) months following the effective date, of the September 8, 2010 Letter Agreement*</p> <p><u>The McCoy Station shall not commence Trial Operation, under any circumstance, until after the Devers RAS is in service.</u></p>
(s)	Performance of a complete calibration test and functional trip test of the System Protection Facilities pursuant to Article 9.7.4.6 of the LGIA	Interconnection Customer and Participating TO	At least sixty (60) Calendar Days prior to the Commercial Operation Date for the First	At least sixty (60) Calendar Days prior to the Commercial Operation Date for the Second

			Sequence Genesis Station	Sequence McCoy Station
(t)	Testing of the Participating TO's Interconnection Facilities, Distribution Upgrades and Network Upgrades and testing of the Interconnection Customer's Interconnection Facilities and Genesis McCoy Solar Project in accordance with Article 6.1 of the LGIA	Interconnection Customer and Participating TO	At least sixty (60) Calendar Days prior to the Initial Synchronization Date for the First Sequence Genesis Station	At least sixty (60) Calendar Days prior to the Initial Synchronization Date for the Second Sequence McCoy Station
(u)	Provide written approval to the Interconnection Customer for the operation of the Genesis McCoy Solar Project in accordance with Article 6.1 of the LGIA	Participating TO	At least fifteen (15) Calendar Days prior to the Initial Synchronization Date for the First Sequence Genesis Station	At least fifteen (15) Calendar Days prior to the Initial Synchronization Date for the Second Sequence McCoy Station
(v)	Commercial Operation Date	Interconnection Customer	First Sequence Genesis Station (Electric Generating Units 1 & 2): April 1, 2014. Unit 1 Commercial Operation Date is expected to be sooner, but not later than April 1, 2014. <u>Unit 2 – November 1, 2013*</u>	Second Sequence McCoy Station: Twenty-four (24) months following Interconnection Customer's submittal of initial specifications for Interconnection Customer's Interconnection Facilities for the McCoy Station, including the Genesis McCoy 220kV Switchyard; but no sooner than November 8, 2013 or thirty-eight (38) months

			<u>Unit 1- April 1, 2014</u> <u>*Unit 2 will precede Unit 1</u>	following the effective date, of the September 8, 2010 Letter Agreement* <u>The McCoy Station shall not commence Commercial Operation, under any circumstance, until after the Devers RAS is in service.</u>
(w)	Submittal of "as-built" drawings, information and documents for the Interconnection Customer's Interconnection Facilities and the Electric Generating Units in accordance with Article 5.10.3 of the LGIA to the Participating TO and the CAISO	Interconnection Customer	Within one hundred twenty (120) Calendar Days after the Commercial Operation Date for the First Sequence Genesis Station, unless otherwise agreed	Within one hundred twenty (120) Calendar Days after the Commercial Operation Date for the Second Sequence McCoy Station, unless otherwise agreed

* Note: The Interconnection Customer understands and acknowledges that such timeline is only an estimate and that equipment and material lead times, labor availability, outage coordination, regulatory approvals, right-of-way negotiations, or other unforeseen events could delay the actual in-service dates of the Participating TO's Interconnection Facilities, Distribution Upgrades, ~~or~~ Network Upgrades, or Interim WOD Project beyond those specified. The Participating TO shall not be liable for any cost or damage incurred by the Interconnection Customer because of any delay in the work provided for in this LGIA. Participating TO has informed the Interconnection Customer that the Participating TO currently estimates a November 1, 2013 Interim WOD Project (with the Modified West of Devers RAS) Completion Date.

If the Interconnection Customer suspends work pursuant to Article 5.16 of the LGIA, then all milestones for each Party set forth in this Appendix B shall be suspended during the suspension period except for the milestones requiring posting of Interconnection

Financial Security for the related to Network Upgrades common to multiple generating stationsfacilities and the related Interconnection Financial Security. Any extension of the Commercial Operation Date for the Generating Facility shall be subject to evaluation under Section 6.9.2 of the GIP pertaining to modifications. Upon the Interconnection Customer's request to recommence the work, the Parties shall negotiate in good faith new revised milestone dates for each milestone, taking into account the period of suspension and necessary re-studies, if required. Appendix B and any terms and conditions associated with the estimated costs and payment schedule, if necessary, shall be amended following the establishment of such revised milestone dates.

The Interconnection Customer also understands and agrees that the method of service required to interconnect the Genesis McCoy Solar Project may require re-evaluation due to the suspension of the project and changes to the Participating TO's electrical system or addition of new generation.

Appendix C To LGIA

Interconnection Details

- 1. Generating Facility:** The Generating Facility includes, but is not limited to, all equipment and facilities comprising the proposed 500 MW generating facility near Desert Center and Blythe, California, as disclosed by the Interconnection Customer (originally FPL Energy, LLC which changed to Desert Center Blythe, LLC and subsequently to NextEra Desert Center Blythe, LLC) in its Interconnection Request dated May 24, 2007, as was subsequently amended during the Interconnection Study process, which includes the Genesis Station, a 250 MW solar thermal generating facility near Desert Center, California and the McCoy Station, a 250 MW photovoltaic generating facility near Blythe, California. The Genesis Station consists of two (2) Siemens steam turbine generators rated at 167 MVA each (but limited to a maximum output of 125 MW each), two (2) 220/13.8kV 150MVA step-up transformers with 9% impedance on a 90 MVA base, meters and metering equipment, and appurtenant equipment. The McCoy Station consists of solar panels and DC-AC inverters, one (1) 220/34.5kV 294 MVA step-up transformer with 8% impedance on a 201 MVA base, meters and metering equipment, and appurtenant equipment (Genesis Station & McCoy Station together, the Generating Facility or the “Genesis McCoy Solar Project”). The Genesis McCoy Solar Project is proposed to be a Phased Generating Facility to be constructed in two sequences, with the Genesis Station proposed to be constructed in the First Sequence and the McCoy Station proposed to be constructed in the Second Sequence as further described in Appendix A.
- 2. *Interconnection Customer Operational Requirements.***

 - (a) Pursuant to Article 9.4 of the LGIA, the Interconnection Customer shall operate the Genesis McCoy Solar Project and the Interconnection Customer’s Interconnection Facilities in accordance with the CAISO Tariff, NERC and the Applicable Reliability Council requirements, and Applicable Reliability Standards.
 - (b) The Genesis McCoy Solar Project shall be operated so as to prevent or protect against the following adverse conditions on the Participating TO’s electric system: inadvertent and unwanted re-energizing of a utility dead line or bus; interconnection while out of synchronization; overcurrent; voltage imbalance; ground faults; generated alternating current frequency outside permitted safe limits; power factor or reactive power outside permitted limits; and abnormal waveforms.
- 3. Interconnection Principles:**

- (a) This LGIA provides for interconnection of a total capacity of 500 MW, resulting from the interconnection of the Genesis McCoy Solar 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 capacity 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.
- (b) The costs associated with any mitigation measures required to third party transmission systems resulting from the interconnection of the Genesis McCoy Solar Project to the Participating TO's electrical system are not reflected in this LGIA. The Participating TO shall have no responsibility to pay costs associated with any such mitigation measures. If applicable, Interconnection Customer shall enter into an agreement with such third parties to address any required mitigation in accordance with Section 12.4 of the GIP.
- (c) In the event the Participating TO's Interconnection Facilities are utilized to provide retail service to the Interconnection Customer in addition to the wholesale Interconnection service provided herein, and the Interconnection Customer fails to make payment for such retail service in accordance with the Participating TO's applicable retail tariffs, the Participating TO's Interconnection Facilities may be removed from service to the Interconnection Customer, subject to the notice and cure provisions of such retail tariffs, until payment is made by the Interconnection Customer pursuant to such retail tariffs.
- (d) Review by the Participating TO of the electrical specifications, design, construction, operation, or maintenance of the Genesis McCoy Solar Project or the Interconnection Customer's Interconnection Facilities shall not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of such facilities. The Interconnection Customer shall in no way represent to any third party that any such review by the Participating TO of such facilities, including, but not limited to, any review of the design, construction, operation, or maintenance of such facilities by the Participating TO, is a representation by the Participating TO as to the economic or technical feasibility, operational capability, or reliability of the Genesis McCoy Solar Project or the Interconnection Customer's Interconnection Facilities.
- (e) Should the CAISO in the future permit multiple large generator interconnection agreements for a Generating Facility having multiple Electric Generating Units with the same single Point of Interconnection, upon Interconnection Customer's request for comparable, stand alone large generator interconnection agreements for the Genesis Station and the McCoy Station, the Parties agree to work cooperatively and expeditiously to comply

with such request.

- (f) The Interconnection Customer shall complete and receive approval for all environmental impact studies necessary for the construction, operation, and maintenance of the Participating TO's Interconnection Facilities, Distribution Upgrades and Participating TO's Reliability Network Upgrades described in Appendix A of this LGIA. Interconnection Customer shall include such facilities in all such environmental impact studies, where applicable. Interconnection Customer shall provide the results of such studies and approvals to Participating TO for use in Participating TO's application(s) to obtain the regulatory approvals required to be obtained by Participating TO for the construction, operation, and maintenance of the Participating TO's Interconnection Facilities, Distribution Upgrades and Reliability Network Upgrades described in Appendix A of this LGIA.
- (g) The Interconnection Customer is responsible for all costs associated with any necessary relocation of any Participating TO facilities as a result of the Genesis McCoy Solar Project and acquiring all property rights necessary for the Interconnection Customer's Interconnection Facilities, including those required to cross the Participating TO's facilities and property. The relocation of Participating TO facilities or use of Participating TO property rights shall only be permitted upon written agreement between Participating TO and the Interconnection Customer. Any proposed relocation of Participating TO facilities or use of Participating TO property rights may require a study and/or evaluation, the cost of which would be borne by the Interconnection Customer, to determine whether such use may be accommodated. The terms and conditions of any such use of Participating TO facilities or property rights would be the subject of a separate agreement and any associated costs to the Interconnection Customer would not be considered a Network Upgrade and would not be refundable to the Interconnection Customer.
- (h) This LGIA does not address any requirements for standby power or temporary construction power that the Genesis McCoy Solar Project may require prior to the in-service date of the Interconnection Facilities. Should the Genesis McCoy Solar Project require standby power or temporary construction power from Participating TO prior to the in-service date of the Interconnection Facilities, the Interconnection Customer is responsible to make appropriate arrangements with Participating TO to receive and pay for such retail service.

4. Cluster Study Group:

- (a) The Genesis McCoy Solar Project participated in the CAISO's Eastern Bulk System Cluster for purposes of assessing impacts to the Participating TO's electrical system and that portion of the Participating TO's electrical system that constitutes the CAISO Controlled Grid.

5. Interconnection Operations:

- (a) The Interconnection Customer shall cause the Genesis McCoy Solar Project to participate in any SPS required to prevent thermal overloads and unstable conditions resulting from outages. Such participation shall be in accordance with applicable FERC regulations, and CAISO Tariff provisions and protocols. The Interconnection Customer will not be entitled to any compensation from the Participating TO, pursuant to the LGIA, for loss of generation output when (i) the Genesis McCoy Solar Project generation is reduced or tripped off-line due to implementation of the SPS; or (ii) such generation output is restricted in the event the SPS becomes inoperable. Pursuant to Good Utility Practice, the Participating TO will provide the Interconnection Customer advance notice of any required SPS beyond that which has already been identified in the Phase II Interconnection Study, the Interim WOD Project operational study report dated November 17, 2011, and this LGIA.
- (b) The Interconnection Customer shall cause the Genesis McCoy Solar Project to participate in CAISO congestion management in accordance with CAISO Tariff.
- (c) Following outages of the Interconnection Facilities or the Genesis McCoy Solar Project, the Interconnection Customer shall not energize the Genesis McCoy Solar Project for any reason without specific permission from the Participating TO's and the CAISO's operations personnel. Such permission shall not be unreasonably withheld.
- (d) The Interconnection Customer shall maintain operating communications with the Participating TO's designated switching center. The operating communications shall include, but not be limited to, system parallel operation or separation, scheduled and unscheduled outages, equipment clearances, protective relay operations, and levels of operating voltage and reactive power.
- (e) The Interconnection Customer elected for the Genesis McCoy Solar Project in its Interconnection Request to have Full Capacity Deliverability Status as such term is defined in the CAISO Tariff. Interconnection Customer acknowledges and understands that, until the Participating TO's Delivery Network Upgrades are constructed and placed in service, the Genesis McCoy Solar Project will have Energy-Only Deliverability Status as such term is defined in the CAISO Tariff unless partial Full Capacity Delivery Status becomes available and is allocated to the Interconnection Customer, as determined by the CAISO, Full Capacity Delivery Status otherwise becomes available and is allocated to the Interconnection Customer. Subsequent to the execution of this LGIA, the Parties agreed to proceed with the Interim WOD Project that, following the Interim WOD Project Completion Date, will

enable the Genesis McCoy Solar Project to attain Full Capacity Deliverability Status for an interim period until the Participating TO's Delivery Network Upgrades are constructed and placed in service. The Interconnection Customer understands and acknowledges that irrespective of the deliverability status of the Large Generating Facility, the output of the Large Generating Facility is subject to curtailment in accordance with the congestion management protocols of the CAISO Tariff.

- (f) Additional operational studies may be performed by the Participating TO on an as needed basis and at the Interconnection Customer's expense to confirm if any of the circuit breaker upgrades or replacements identified in the Phase II Interconnection Study as being triggered by queued ahead projects are required to be advanced in order to accommodate interconnection of the Genesis McCoy Solar Project. In the event that it is determined by the Participating TO that any such upgrades or replacements are required to be advanced in order to accommodate interconnection of the Genesis McCoy Solar Project, such advancement shall be addressed in accordance with Section 12.2.2 of the GIP.
- (g) In accordance with Article 5.12 of the LGIA, the Interconnection Customer and Participating TO shall execute any necessary supplemental agreements, as determined by the Participating TO, to effectuate and record such easement(s) which provides the Participating TO unrestricted 24 hour access to Participating TO's Interconnection Facilities located on the Interconnection Customer's side of the Point of Change of Ownership for construction, operation, and maintenance.
- (h) This LGIA assumes, based on the Interconnection Customer's initial plans, that interconnection of the Second Sequence McCoy Station will coincide with the completion date of the Delivery Network Upgrades. However, under certain conditions, the Interconnection Customer may elect to interconnect the Second Sequence McCoy Station sooner than its initial plans and prior to the Delivery Network Upgrades completion date.

In the event the Interconnection Customer, with appropriate notice to Participating TO and the CAISO, elects to proceed with its Second Sequence McCoy Station, in addition to its First Sequence Genesis Station, prior to the planned in-service date of the Participating TO's Delivery Network Upgrades (specifically that portion of the Participating TO's Delivery Network Upgrades that is the second AA bank at Colorado River Substation), then Interconnection Customer may be responsible, as determined by the Participating TO and the CAISO, for advancing the capacitor bank (Capacitor Bank) at Colorado River Substation that is a planned reliability network upgrade for generator interconnections in the CAISO's Queue Cluster 2. Such determination will be made by the Participating TO and the CAISO at the time the Interconnection Customer notifies the Participating TO and the

CAISO in accordance with Appendix B of this LGIA that it intends to proceed with connection of the Second Sequence McCoy Station prior to the Participating TO's Delivery Network Upgrades completion date. If the Participating TO and the CAISO determine, based on the status of planned generator interconnections and associated upgrades at Colorado River Substation, that the Capacitor Bank at Colorado River Substation is required to accommodate the earlier Second Sequence McCoy Station in-service date, then the Interconnection Customer shall pay the Participating TO, unless otherwise provided for in Section 12.2 of the GIP, to advance the engineering, design, procurement and installation of the Capacitor Bank. The Participating TO will refund the cost of such work to the Interconnection Customer on the earlier of (i) the date the Capacitor Bank would have otherwise been installed to accommodate the subsequent generator interconnections; or (ii) the date that is determined in accordance with Article 11.4.1 of this LGIA. For information purposes, the Capacitor Bank has been identified in the Queue Cluster 2 Phase I Interconnection Study Report as one (1) 150 MVAR Capacitor Bank to be connected at the Colorado River Substation 500kV Bus, and is estimated to cost approximately \$26,604,000. The Capacitor Bank scope of work and cost estimate is subject to change based on the results of the Queue Cluster 2 Phase II Interconnection Study.

- 6. Compliance with Applicable Reliability Standards:** The Interconnection Customer shall comply with all Applicable Reliability Standards for its Interconnection Customer's Interconnection Facilities and the Genesis McCoy Solar Project. The Participating TO will not assume any responsibility for complying with mandatory reliability standards for such facilities and offers no opinion whether the Interconnection Customer must register with NERC. If required to register with NERC, the Interconnection Customer shall be responsible for complying with all Applicable Reliability Standards for its Interconnection Customer's Interconnection Facilities and the Genesis McCoy Solar Project up to the Point of Change of Ownership as described in Section 5 of Appendix A of this LGIA.
- 7. Interconnection Customer Ownership Structure:** The Parties acknowledge and agree that the Interconnection Customer may elect to structure the legal ownership of the entire Generating Facility referenced in this LGIA, known as the Genesis McCoy Solar Project, in order to divide its ownership into two separate legal entity owners so long as each entity owns one or more discrete Electric Generating Unit(s) and other physical components of the entire Generating Facility in a manner that is consistent with the "Recitals to Appendix A." Each of these legal entities, which are Affiliates as of the execution of this LGIA, but which are not required to be Affiliates, shall be an owner of the Interconnection Customer and shall own a pro-rata share of the Interconnection Customer in proportion to the amount of the entire Genesis McCoy Solar Project's electrical capacity that the Affiliate controls (each an "Affiliate Owner", jointly the "Affiliate Owners"). The Parties further acknowledge and agree that:

- (i) the ownership structure of the Genesis McCoy Solar Project shall be detailed in the Interconnection Customer's limited liability company agreement (the "Operating Agreement") and the shared facilities agreement ("Shared Facilities Agreement") between the Interconnection Customer and the Affiliate Owners that shall contain the terms and conditions listed below in subsections (a) through (d) and which shall be subject to the approval of the Participating TO and the CAISO; and
- (ii) each of the Affiliate Owners of the Interconnection Customer shall be required to have executed an assignment and assumption agreement by which (a) Interconnection Customer assigns to each Affiliate Owner Interconnection Customer's rights to Interconnection Service under this LGIA in respect of the Electric Generating Units owned and operated by or expected to be owned and operated by such Affiliate Owner and (b) each Affiliate Owner agrees, to the extent of the Electric Generating Units owned and operated by or expected to be owned and operated by such Affiliate Owner, to both (1) be bound by and subject to the obligations and responsibilities of the Interconnection Customer under this LGIA with respect to the rights to Interconnection Service assumed by such Affiliate Owner and (2) take such actions as may be required (or refrain from taking such action) to cause the Interconnection Customer to meet such obligations and responsibilities (such agreement to be referred to herein as the "Assignment Agreement"). The Assignment Agreement shall be in a form subject to approval of the CAISO and the Participating TO.
 - (a) The number of Affiliate Owners in the Generating Facility shall not exceed the number of sequences or Electric Generating Units designated by the Interconnection Customer for purposes of Partial Termination.
 - (b) The Interconnection Customer shall serve as agent for its Affiliate Owners who receive the benefits and assume the obligations and responsibilities in connection with the Interconnection Customer's rights to Interconnection Service under this LGIA; provided however, the Affiliate Owners are not parties to this LGIA and such benefits, obligations and responsibilities shall be derived solely by and through the Interconnection Customer. The Affiliate Owners shall receive the benefits of the Interconnection Customer's rights to Interconnection Service and be subject to the Interconnection Customer's obligations and responsibilities only to the extent of Interconnection Customer's rights, obligations and responsibilities as are provided for under this LGIA, except to the extent that such rights, obligations and responsibilities may be limited, as provided in paragraph (c) below. Additionally, such rights, obligations and responsibilities shall exist only for such period of time as the Interconnection Customer is a Party to this LGIA. No provision in the Shared Facilities Agreement, the Operating Agreement or this LGIA shall operate or be construed so as to:
 - i. relieve the Interconnection Customer of its obligations to the Participating TO or the CAISO under this LGIA;

- ii. require either the Participating TO or the CAISO to communicate directly with, or look to, Affiliate Owners with respect to the Interconnection Customer's performance under this LGIA;
 - iii. entitle the Affiliate Owners to receive any notice under the LGIA from the Participating TO or the CAISO; or,
 - iv. provide to the Affiliate Owners any rights or benefits, or subject it to any obligations or responsibilities under the LGIA other than by or through the Interconnection Customer, as provided in and as limited by this paragraph.
- (c) The Operating Agreement shall require each Affiliate Owner to contribute to the Interconnection Customer (i) its pro rata share of any and all amounts the Interconnection Customer is required to pay under the LGIA, including but not limited to, the Participating TO Interconnection Facilities Charge and any ancillary charges incurred directly from the Participating TO or CAISO and (ii) the amount of any NERC penalties incurred by Interconnection Customer as a result of the actions or omissions of such Affiliate Owner. In addition the Participating TO and the CAISO, as third party beneficiaries in connection with the LGIA, shall be granted certain rights to enforce those obligations as third party beneficiaries of the Shared Facilities Agreement that are intended for the benefit of the Participating TO and the CAISO as Parties to the LGIA.
- (d) In executing this LGIA, the Participating TO and CAISO grant their consent to the terms in the form of Assignment Agreement, Operating Agreement and Shared Facilities Agreement, provided the form of each such agreement remains substantially the same as those provided to the Participating TO and CAISO, and if such terms materially change, future approval by the Participating TO and CAISO shall not be unreasonably withheld. The Assignment Agreement, Operating Agreement and Shared Facilities Agreement shall be fully executed by the parties with thirty (30) Calendar Days of the Effective Date of this LGIA. The failure to execute such agreements by this date shall be considered a Breach under this LGIA.
- (e) Interconnection Customer shall agree not to amend or modify the Operating Agreement or the Shared Facilities Agreement in any material respect without the prior written consent of the Participating TO and CAISO, which consent shall not be unreasonably withheld.
- (f) The Shared Facilities Agreement shall require the Interconnection Customer to communicate with its Affiliate Owners in order to ensure that all requirements of this LGIA are performed by the Interconnection Customer. The Shared Facilities Agreement shall require further that each Affiliate Owner comply with the Interconnection Customer's instructions, in order to ensure that the Interconnection Customer complies with the provisions of this LGIA. No failure by an Affiliate Owner to comply with any instructions from the Interconnection Customer shall excuse the Interconnection Customer from performance of any of its obligations under this LGIA. The Shared Facilities Agreement shall provide that each

Affiliate Owner has both the legal authority and the operational abilities to satisfy the obligations under the Shared Facilities Agreement.

- (g) The Interconnection Customer and each of the Affiliate Owners shall agree in the Shared Facilities Agreement not to assign any claims of benefit, under that Shared Facilities Agreement, to any third party. However, each of the Interconnection Customer and the Affiliate Owners shall have the right to assign for collateral security purposes, for financing of the Genesis McCoy Solar Project, any of that Affiliate Owner's respective rights and obligations under the Shared Facilities Agreement, Assignment Agreement and the Operating Agreement.

8. Other's Participation in the Interim WOD Project:

The Parties acknowledge that:

- (a) The Interim WOD Project was developed to address deliverability constraints and provide up to 1050 MW of interim delivery capacity for the three generating facilities interconnecting to the CAISO Controlled Grid that were studied in the CAISO's Eastern Bulk System group study for the CAISO's transition cluster. These generating facilities are known as CAISO Queue Nos. 193 (the Generating Facility which is the subject of this LGIA), 294, and 421. The Interim WOD Project will allow certain phases of the three generating facilities to acquire Full Capacity Deliverability Status;
- (b) In January 2012, each of the three interconnection customers for the respective generating facilities in Queue Nos. 193, 294, and 421 was provided the opportunity to participate in the Interim WOD Project and enter into a letter agreement whereby each interconnection customer would agree to be responsible for its respective share of the costs for the Participating TO to undertake the expedited engineering, design, procurement, and construction of the Interim WOD Project;
- (c) While the Participating TO and the interconnection customers for Queue Nos. 294 and 421 negotiated in good faith over the terms and conditions of a letter agreement, only Interconnection Customer elected to enter into the letter agreement with the Participating TO. The letter agreement was accepted by FERC in Docket ER12-804-000 with an effective date of January 9, 2012 (the letter agreement is defined herein as the Interim WOD Project Letter Agreement);
- (d) The interconnection customers for Queue Nos. 294 and 421 have a limited option to participate in the Interim WOD Project and to acquire Full Capacity Deliverability Status for certain phases of their generating facilities (specifically, 500 MW for the generating facility having CAISO queue no. 294 and 49.5 MW for the generating facility having CAISO queue no. 421), as outlined in the CAISO statement of intent regarding the Interim WOD Project beneficiaries, dated December 23, 2011, which was filed at FERC in Docket ER12-804-000 on January 13, 2012.

Appendix D To LGIA

Security Arrangements Details

Infrastructure security of CAISO Controlled Grid equipment and operations and control hardware and software is essential to ensure day-to-day CAISO Controlled Grid reliability and operational security. FERC will expect the CAISO, all Participating TOs, market participants, and Interconnection Customers interconnected to the CAISO Controlled Grid to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

The Interconnection Customer shall meet the requirements for security implemented pursuant to the CAISO Tariff, including the CAISO's standards for information security posted on the CAISO's internet web site at the following internet address: <http://www.caiso.com/pubinfo/info-security/index.html>.

**Appendix E
To LGIA**

Commercial Operation Date

[This Appendix E sets forth a form of letter to be provided by the Interconnection Customer to the CAISO and Participating TO to provide formal notice of the Commercial Operation of an Electric Generating Unit.]

[Date]

Mr. ~~Stephen Rutt~~
~~Director, Grid Assets~~
~~California Independent System Operator Corporation~~
~~250 Outcropping Way~~
~~Folsom, CA 95630~~

~~Mr.~~ Robert Kott
Manager, Model and Contract Implementation
California Independent System Operator Corporation
250 Outcropping Way
Folsom, CA 95630

Mr. William Law
Manager, Grid Contracts Management
Southern California Edison Company
P. O. Box 800
2244 Walnut Grove Avenue
Rosemead, California 91770

Re: _____ Electric Generating Unit

Dear Messrs. ~~Rutt~~, Kott, and Law:

On **[Date]** NextEra Desert Center Blythe, LLC has completed Trial Operation of Unit No. _____. This letter confirms that NextEra Desert Center Blythe, LLC commenced Commercial Operation of Unit No. ____ at the Electric Generating Unit, effective as of **[Date plus one day]** and that NextEra Desert Center Blythe, LLC provided the CAISO's operations personnel advance notice of its intended Commercial Operation Date no less than five (5) Business Days prior to that date.

Thank you.

[Signature]

[NextEra Desert Center Blythe, LLC Representative]

cc: ~~Linda Wright~~ ISO Queue Management

**Appendix F
To LGIA**

Addresses for Delivery of Notices and Billings

Notices:

General Notices:

CAISO Ms. Linda Wright Regulatory Contracts 250 Outcropping Way Folsom, CA 95630	Participating TO Manager, Grid Contracts Management P. O. Box 600 Rosemead, CA 91770	Interconnection Customer Cindy Tindell Matt Schafer Vice President Business Management 700 Universe Blvd. Juno Beach, FL 33408
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2. Operating Communications and Notifications:

The CAISO, Participating TO and the Interconnection Customer shall provide for operating communications through their respective designated representatives as follows:

The Parties agree to exchange the following information ten (10) Calendar Days prior to the Initial Synchronization Date:

CAISO	Participating TO	Interconnection Customer [Customer Name]
CAISO Real Time Desk/24 Hour Telephone:	Grid Control Center/24 Hour Telephone:	*Operator Name and/or Title: Control Room Operator *24 Hour Telephone:
Alternate Phone:		*Operation Center Fax. No.: *E-mail:

3. Operational Matters, Force Majeure, and Outage Notices:

CAISO	Participating TO	Interconnection Customer
Name: Phone:	Name/Title: Phone:	Name/Title: Phone:

4. For Emergencies:

CAISO	Participating TO	Interconnection Customer
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Name: Phone:	Name/Title: Phone:	Name/Title: Phone:
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5. Billing and Payments:

CAISO	Participating TO	Interconnection Customer
Finance Dept. Mr. Dennis Estrada 250 Outcropping Way Folsom, CA 95630	Manager, Grid Contracts Management P. O. Box 600 Rosemead, CA 91770	Matt Schafer Vice President Business Management 700 Universe Blvd. Juno Beach, FL 33408

6. Alternate Forms of Delivery of Notices (telephone, facsimile or e-mail):

CAISO	Participating TO	Interconnection Customer
wrightRegulatoryContracts@caiso.com QueueManagement@caiso.com	Manager, Grid Contracts Management Tel: (626) 302- 9640 Fax: (626) 302- 1152	Keith Jenkins Executive Sunanda Behara Director Business Management 700 Universe Blvd. Juno Beach, FL 33408 Phone: 561-304-5162 Email: Keith.Jenkins@Nexteraenergy.com Sunanda.Behara@nee.com

**Appendix G
To LGIA**

**Interconnection Customer's Proportional Share of Costs of Network Upgrades for
Applicable Project Group**

Type	Upgrades	Needed For	Cost factor	Cost Share (\$1000)
Delivery	West of Devers 220kV upgrades: Reconductoring four 230kV lines of West of Devers.	Normal and contingency overload	21.35%	\$94,297
Delivery	Expand Colorado River (CR) Substation: add the second 500/220 AA transformer banks, rated at 1120 MVA as normal rating.	Normal overload on the first Colorado River 500/230 kV transformer	30.30%	\$14,673
Reliability	Expand Colorado River (CR) Substation: Build CR 500/220 kV Substation with a new 500/220 AA transformer banks, rated at 1120 MVA as normal rating.	Interconnect the new generators at Colorado River 230 kV bus	30.30%	\$18,660
Reliability	Loop-in the Red Bluff (RB) 500/220 kV Substation into the Colorado - Devers 500 kV #2 line	To balance power flow on DPV 1 and DPV 2 lines	23.26%	\$7,505
Reliability	Replace the line raiser on Mira Loma – Vista 220 kV #2 line to 3500amps or higher	Emergency overload in off-peak reliability study	22.73%	\$26
Reliability	Develop a SPS to trip 1400MW TC2 generation to mitigate dynamic voltage violations under the N-2 of Devers – RedBluff No.1 and No.2 500 kV lines.	Dynamic voltage violation under N-2 contingency	23.26%	\$187
Reliability	Develop a SPS to trip 500 MW TC2 generation at the Colorado River 500/220 kV substation to mitigate the overload by on one AA bank for the loss of another AA bank (T-1 contingency)	Emergency overload	30.30%	\$1,147
Plan of Service Reliability Network Upgrade	Substation, Power System Control	Direct Assigned Network upgrades needed to enable interconnection.	100.00%	\$3,168
			Total:	\$139,663

Note: The amounts shown above are in nominal dollars.

Appendix H To LGIA

INTERCONNECTION REQUIREMENTS FOR AN ASYNCHRONOUS GENERATING FACILITY

Appendix H sets forth interconnection requirements specific to all Asynchronous Generating Facilities. Existing individual generating units of an Asynchronous Generating Facility that are, or have been, interconnected to the CAISO Controlled Grid at the same location are exempt from the requirements of this Appendix H for the remaining life of the existing generating unit. Generating units that are replaced, however, shall meet the requirements of this Appendix H.

A. Technical Requirements Applicable to Asynchronous Generating Facilities

i. Low Voltage Ride-Through (LVRT) Capability

An Asynchronous Generating Facility shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the requirements below.

1. An Asynchronous Generating Facility shall remain online for the voltage disturbance caused by any fault on the transmission grid, or within the Asynchronous Generating Facility between the Point of Interconnection and the high voltage terminals of the Asynchronous Generating Facility's step up transformer, having a duration equal to the lesser of the normal three-phase fault clearing time (4-9 cycles) or one-hundred fifty (150) milliseconds, plus any subsequent post-fault voltage recovery to the final steady-state post-fault voltage- unless clearing the fault effectively disconnects the generator from the system. Clearing time shall be based on the maximum normal clearing time associated with any three-phase fault location that reduces the voltage at the Asynchronous Generating Facility's Point of Interconnection to 0.2 per-unit of nominal voltage or less, independent of any fault current contribution from the Asynchronous Generating Facility.
2. An Asynchronous Generating Facility shall remain online for any voltage disturbance caused by a single-phase fault on the transmission grid, or within the Asynchronous Generating Facility between the Point of Interconnection and the high voltage terminals of the Asynchronous Generating Facility's step up transformer, with delayed clearing, plus any subsequent post-fault voltage recovery to the final steady-state post-fault voltage- unless clearing the fault effectively disconnects the generator from the system. Clearing time shall be based on the maximum backup clearing time associated with a single point of

- failure (protection or breaker failure) for any single-phase fault location that reduces any phase-to-ground or phase-to-phase voltage at the Asynchronous Generating Facility's Point of Interconnection to 0.2 per-unit of nominal voltage or less, independent of any fault current contribution from the Asynchronous Generating Facility.
3. Remaining on-line shall be defined as continuous connection between the Point of Interconnection and the Asynchronous Generating Facility's units, without any mechanical isolation. Asynchronous Generating Facilities may cease to inject current into the transmission grid during a fault.
 4. The Asynchronous Generating Facility is not required to remain on line during multi-phased faults exceeding the duration described in Section A.i.1 of this Appendix H or single-phase faults exceeding the duration described in Section A.i.2 of this Appendix H.
 5. The requirements of this Section A.i. of this Appendix H do not apply to faults that occur between the Asynchronous Generating Facility's terminals and the high side of the step-up transformer to the high-voltage transmission system.
 6. Asynchronous Generating Facilities may be tripped after the fault period if this action is intended as part of a special protection system.
 7. Asynchronous Generating Facilities may meet the requirements of this Section A.i of this Appendix H through the performance of the generating units or by installing additional equipment within the Asynchronous Generating Facility, or by a combination of generating unit performance and additional equipment.
 8. The provisions of this Section A.i of this Appendix H apply only if the voltage at the Point of Interconnection has remained within the range of 0.9 and 1.10 per-unit of nominal voltage for the preceding two seconds, excluding any sub-cycle transient deviations.

The requirements of this Section A.i in this Appendix H shall not apply to any Asynchronous Generating Facility that can demonstrate to the CAISO a binding commitment, as of July 3, 2010, to purchase inverters for thirty (30) percent or more of the Generating Facility's maximum Generating Facility Capacity that are incapable of complying with the requirements of this Section A.i in this Appendix H. The Interconnection Customer must include a statement from the inverter manufacturer confirming the inability to comply with this requirement in addition to any information requested by the CAISO to determine the applicability of this exemption.

ii. Frequency Disturbance Ride-Through Capability

An Asynchronous Generating Facility shall comply with the off nominal frequency requirements set forth in the WECC Under Frequency Load Shedding Relay Application Guide or successor requirements as they may be amended from time to time.

iii. Power Factor Design Criteria(Reactive Power)

An Asynchronous Generating Facility shall operate within a power factor within the range of 0.95 leading to 0.95 lagging, measured at the Point of Interconnection as defined in this LGIA in order to maintain a specified voltage schedule, if the Phase II Interconnection Study shows that such a requirement is necessary to ensure safety or reliability. The power factor range standard can be met by using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors, or a combination of the two, if agreed to by the Participating TO and CAISO. The Interconnection Customer shall not disable power factor equipment while the Asynchronous Generating Facility is in operation. Asynchronous Generating Facilities shall also be able to provide sufficient dynamic voltage support in lieu of the power system stabilizer and automatic voltage regulation at the generator excitation system if the Phase II Interconnection Study shows this to be required for system safety or reliability.

iv. Supervisory Control and Data Acquisition (SCADA) Capability

An Asynchronous Generating Facility shall provide SCADA capability to transmit data and receive instructions from the Participating TO and CAISO to protect system reliability. The Participating TO and CAISO and the Asynchronous Generating Facility Interconnection Customer shall determine what SCADA information is essential for the proposed Asynchronous Generating Facility, taking into account the size of the plant and its characteristics, location, and importance in maintaining generation resource adequacy and transmission system reliability.

v. Power System Stabilizers (PSS)

Power system stabilizers are not required for Asynchronous Generating Facilities.

Attachment D – Statement of Intent

NextEra Desert Center LGIA

California Independent System Operator Corporation

October 8, 2013



Neil Millar
Executive Director, Infrastructure Development

December 23, 2011

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Re: Interim West of Devers Upgrade Project Beneficiaries

Dear Sirs:

On June 3, 2011, the California ISO (“ISO”) sent a letter to the interconnection customers in the ISO generator interconnection queue (namely, NextEra Desert Center Blythe, LLC (“NextEra”), Palo Verde Solar II, LLC (“PV Solar”), and NRG Solar Desert Center LLC (“NRG”)) who represented all potential beneficiaries of a proposal by the ISO and Southern California Edison Company (“SCE”) to accelerate the delivery capabilities of the West of Devers (“WOD”) transmission corridor. The proposal involves the temporary installation of series reactors on the 230-kV side of the Devers substation. Since that time, the parties have been engaged in ongoing discussions with respect to this proposal.

Discussions among the ISO, SCE and the three beneficiaries have been productive, and the ISO issued an operational study on November 30, 2011 that confirmed the feasibility of earlier delivery capability estimates for generating facilities that are the subject of the interconnection requests of the beneficiaries. The operational study identifies a 1050 MW accelerated delivery capability for projects whose permanent network upgrades include upgrades on the WOD transmission corridor,

which is sufficient for projects represented by the beneficiaries to be fully deliverable in advance of the permanent WOD upgrades being placed into service.

Based on the operational study results, SCE prepared final drafts of three engineering and procurement agreements (“letter agreements”) to allocate costs for the series reactors among the three beneficiaries. SCE tendered the draft letter agreements to the beneficiaries on December 16, 2011. It is expected the beneficiaries will commit to execution no later than December 28, 2011 for NextEra and PV Solar, and December 29, 2011 for NRG. On January 3, 2012, SCE will provide final executed letter agreements to all interested beneficiaries, who are expected to sign on January 4 and commit funds accordingly on January 6. Execution of a letter agreement and tender of funds is necessary for SCE to procure the series reactors and to maintain the current schedule for pre-construction activities through placement of the series reactors, which is intended, as described above, to maximize the availability of accelerated deliverability for the beneficiaries. The transaction anticipates that, subsequent to execution of letter agreements, amendments to interconnection agreements of the beneficiaries would be negotiated and entered into to provide full capacity deliverability for the projects that provided funding pursuant to a letter agreement.

It is not certain at this time whether all three beneficiaries will execute these letter agreements, resulting in a shortfall of funds. Accordingly, the letter agreements are drafted to allow any one or more of the three beneficiaries to independently proceed with funding of the series reactors in return for the same benefit identified in the ISO operational study – full capacity deliverability for the project(s) identified in the operational study. The beneficiaries requested this to allow the project to move forward regardless of whether one or more beneficiaries chose not to execute the letter agreement. However, this arrangement has prompted questions from the beneficiaries with respect to what happens in the event at least one but not all beneficiaries execute the letter agreements and elects to fund more than a pro rata share of the costs otherwise allocated under a cost responsibility allocation that contemplates that all parties executing a letter agreement and agreeing to participate in construction of the series reactors.

The ISO has considered the question and the concerns and interests of the parties. Of particular concern to each beneficiary is the potential delay of placing the series reactors in service if funding does not occur on schedule. In addition, the beneficiaries all seek to understand the reasonableness of providing an option to allow beneficiaries to participate in the arrangement and obtain accelerated deliverability and commercial operation for phases of the beneficiary’s generating facility even if the beneficiary elects not to participate in initial funding of the series reactor interim upgrade transmission project. In response to requests from the beneficiaries for clarification as to how the series reactor interim upgrade project will be impacted in the event that not all beneficiaries execute letter agreements, the ISO commits to the following framework, subject to regulatory acceptance and approval of the letter agreement(s) and interconnection agreement amendment(s):

- The ISO will provide those entities that have executed and funded the letter agreement (in the form tendered by SCE) with amendments to their interconnection study reports indicating accelerated full capacity deliverability status for applicable phases of their generating facilities as of the in-service date of the series reactors consistent with the operational study results, which amended interconnection studies will be incorporated into

amendments to their interconnection agreements.

- The ISO operational study results and related interconnection agreement amendments will specify that accelerated full capacity deliverability status shall be achieved even if less than all beneficiaries execute the letter agreement offered by SCE, provided that the costs of the interim upgrades necessary to provide early delivery capability along the WOD corridor are fully funded by one or more beneficiaries. Under the generation interconnection agreement amendments, the parties will agree that, under no circumstances will any beneficiary receive any additional or further consideration from the ISO other than accelerated full capacity deliverability status for its generating facility as provided in the ISO operational study, regardless of whether the beneficiary's initial funding may exceed a pro rata cost responsibility allocation if all three beneficiaries had elected to participate.
- Beneficiaries that elect not to enter into the letter agreement as offered by SCE will have the option to, subsequently thereafter, also obtain accelerated full capacity deliverability status consistent with the operational study results through execution and regulatory approval of an interconnection agreement amendment or interconnection agreement under negotiation as follows:
 - The beneficiary seeking to acquire accelerated fully capacity deliverability status must provide the ISO and SCE with written authorization from all beneficiaries that executed and funded the letter agreement offered by SCE.
 - Presumably written authorization would only be provided if the beneficiary or beneficiaries that executed and funded the letter agreement offered by SCE received appropriate compensation to reimburse them for the additional funding they provided and the risk inherent in having done so.
 - Recognizing the value of funding at the time of subsequent participation is uncertain and that the only known value will be the amount paid by the beneficiary or beneficiaries that executed and funded the letter agreement offered by SCE, the compensation paid to such beneficiaries shall be capped as follows: (i) for each individual entity that exercises the ability to later participate in the process, the compensation paid to the beneficiaries who executed and funded the letter agreement shall not exceed 200% of the subsequently participating entity's proportionate share of the total expenses identified in the letter agreement offered by SCE; and (ii) the total compensation paid to beneficiaries that executed the letter agreement by all subsequently participating entities shall not exceed the aggregate total expenses identified in the letter agreement offered by SCE.
 - In the event the beneficiary or beneficiaries seeking to exercise this option to later participate are unable to reach a timely agreement with the beneficiary or beneficiaries who executed and funded the letter agreement offered by SCE, the ISO, SCE and all beneficiaries will engage in good faith negotiations in an effort to resolve the matter.

- The option to later participate and achieve full capacity deliverability status described above shall remain available to any beneficiary that does not elect to enter into the letter agreement offered by SCE until the date the series reactors are placed in service and the corresponding increase in the WOD transmission corridor is available.
- If less than all beneficiaries have achieved accelerated full capacity deliverability, either by executing and funding the letter agreements offered by SCE or through the option to later participate described above, then any remaining deliverability at the time the series reactors are placed in service shall be made available through the ISO generation interconnection procedures to interconnection customers that may benefit. However, under no circumstances after the date the series reactors are placed in service and made available will the ISO make any unsubscribed deliverability available to any one or more of the beneficiaries that did not enter into the letter agreement offered by SCE and did not exercise its option to later participate.

The ISO believes the foregoing statement of intent is consistent with the understanding of the beneficiaries. This statement of intent is provided to help ensure everyone's expectations are met throughout the process of moving forward with the proposal.

We appreciate your participation in this collective effort.

Sincerely,



Neil Millar
Executive Director, Infrastructure Development

Via email:

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