

Amendment Number 1
to the
ANPP HASSAYAMPA SWITCHYARD
INTERCONNECTION AGREEMENT
AMONG
ARIZONA PUBLIC SERVICE COMPANY
THE CITY OF LOS ANGELES BY AND THROUGH
THE DEPARTMENT OF WATER AND POWER
EL PASO ELECTRIC COMPANY
PUBLIC SERVICE COMPANY OF NEW MEXICO
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
SOUTHERN CALIFORNIA EDISON COMPANY
MESQUITE POWER, LLC
AND
MESQUITE SOLAR 1, LLC
(Agreement No. LADWP BP 01-013)

**AMENDMENT NUMBER 1 TO THE ANPP HASSAYAMPA SWITCHYARD
INTERCONNECTION AGREEMENT**

1. PARTIES:

The Parties to this Amendment Number 1 to the ANPP HASSAYAMPA SWITCHYARD INTERCONNECTION AGREEMENT ("Amendment No. 1") are the ANPP Switchyard Participants, Mesquite Power, LLC, a Delaware limited liability company ("Mesquite Power"), and Mesquite Solar 1, LLC ("Mesquite Solar"), a Delaware limited liability company. The ANPP Switchyard Participants are ARIZONA PUBLIC SERVICE COMPANY ("APS"), an Arizona corporation; EL PASO ELECTRIC COMPANY ("EPE"), a Texas corporation; THE CITY OF LOS ANGELES BY AND THROUGH THE DEPARTMENT OF WATER AND POWER ("LADWP"), a department organized and existing by virtue of and under the Charter of the City of Los Angeles, a municipal corporation of the State of California; PUBLIC SERVICE COMPANY OF NEW MEXICO ("PNM"), a New Mexico corporation; SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT ("SRP"), an agricultural improvement and power district organized and existing under the laws of the State of Arizona; SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY ("SCPPA"), a public entity organized and existing under and by virtue of the laws of the State of California; and SOUTHERN CALIFORNIA EDISON COMPANY ("SCE"), a California corporation. The ANPP Switchyard Participants shall hereinafter be referred to as "Participants." Mesquite Power and Mesquite Solar shall hereinafter be collectively referred to as "Interconnector." The Participants and Interconnector

hereinafter may also be individually referred to as "Party" and collectively as "Parties."

2. **RECITALS:**

This Amendment No. 1 is made with reference to the following facts:

- 2.1 WHEREAS, the Participants and Mesquite Power are signatories to that certain ANPP Hassayampa Switchyard Interconnection Agreement, as amended, by and among APS, EPE, LADWP, PNM, SRP, SCPPA, SCE and Mesquite Power, effective November 1, 2001 ("Interconnection Agreement").
- 2.2 WHEREAS, the Interconnection Agreement, at Section 9.1.2 Material Alterations, provides for the Interconnector to make physical changes to the Generating Facility, subject to, among other things, timely notice to the Participants, appropriate Mitigation if required, consent of the Participants, and documentation of such Material Alterations, including amendment to the Interconnection Agreement and revision of Exhibits as needed.
- 2.3 WHEREAS, Interconnector proposes a Material Modification to the Interconnection Facilities that connect the Generating Facility to the Hassayampa Switchyard by installation of a second 500kV generation tie line (the "Second 500kV Gen-Tie"), which will run parallel to the existing 500 kV generation tie-line from the Generating Facility switchyard to a new connection in the Hassayampa 500kV switchyard.
- 2.4 WHEREAS, Interconnector proposes a second Material Modification to the Generating Facilities by an increase of 700 MW in capacity. The additional

700 MW will be provided by a new photovoltaic solar generating facility ("Solar Generating Facility"), which will be owned by Mesquite Solar. The Solar Generating Facility will connect directly to the existing Mesquite 230/500kV Switchyard at 230kV. The new 700 MW of energy from the Solar Generating Facility along with the energy from the existing Mesquite Power gas-fired power plant will be transformed to 500kV at the Mesquite 230/500kV Switchyard and then delivered to the Hassayampa Switchyard via the two parallel 500kV transmission tie lines, the original line and the proposed second line as detailed in this Amendment No. 1.

- 2.5 WHEREAS, the applicable interconnection procedures governing both the Interconnection Agreement and this Amendment No. 1, provide for deadlines for the in-service date of the generation project of no longer than seven years after the date of the interconnection request, unless the Generation Developer demonstrates that engineering, permitting, and construction will take more than seven years.
- 2.6 WHEREAS, the Interconnection Agreement, at Section 20.1 provides, among other things, that Interconnector shall not transfer or assign or otherwise dispose of all or any part of its rights or interests under the Interconnection Agreement without the prior written approval of the Participants, which approval shall not be unreasonably withheld, conditioned, or delayed.
- 2.7 WHEREAS, Mesquite Power proposes to transfer a portion of its ownership interests and rights in the Interconnection Agreement to Mesquite Solar.
- 2.8 WHEREAS, the Interconnection Agreement, at Section 32.5 Amendments and

Revisions to Exhibits provides, among other things, that the Interconnection Agreement shall only be modified by an amendment signed by all Parties and that Exhibits may be revised by the Operating Agent subject to approval by the E&O Committee.

- 2.9 WHEREAS, Section 6.2 of the Interconnection Agreement granted an Easement from SRP to Interconnector, its successors and assigns, (the "Easement") on, over and across the Land for the purposes of locating the Generating Facility Interconnection Tie Line and the Interconnection Facilities, and installing, operating, maintaining, repairing and replacing the Generating Facility Interconnection Tie Line, and such Easement is evidenced by that certain Memorandum of Easement dated August 27, 2001 and recorded August 31, 2001 as Instrument No. 2001-0809702 and again on September 10, 2001 as Instrument No. 2001-0831078.
- 2.10 NOW THEREFORE, this Amendment No. 1 amends the Interconnection Agreement and Exhibits thereto as provided for herein.

3. AGREEMENT:

In consideration of the above Recitals, which are incorporated hereby into this Amendment No.1, these premises and the mutual covenants contained herein, the Parties agree as follows:

- 3.1 Capitalized terms used herein, unless defined herein, shall bear the meanings specified in the Interconnection Agreement.

3.2 Additional 500kV Generation Tie Line:

3.2.1 The Definition of "Generating Facility Interconnection Tie Line" at Section 4.21 of the Interconnection Agreement is revised in its entirety as follows:

Generating Facility Interconnection Tie Line: The portion located within the Hassayampa Switchyard of the tie lines connecting the Generating Facility to the Interconnection Facilities and any other associated equipment.

3.2.2 Exhibits A (Generating Facilities), B (Hassayampa Switchyard), C (Interconnection Facilities) and D (Hassayampa and ANPP Switchyards) of the Interconnection Agreement are replaced in their entirety with Exhibits A, B, C and D attached hereto, respectively, to reflect the installation of the Second 500kV Gen-Tie.

3.2.3 The 500kV termination of the Second 500kV Gen-Tie in the Hassayampa Switchyard shall constitute a new Connection to the Hassayampa Switchyard, which will be reflected in Interconnector's Pro Rata Share for purposes of Interconnector's cost allocations of Operating Costs, as provided in Section 11.1 of the Interconnection Agreement and Exhibit E (Hassayampa Cost Responsibility Ratio).

3.3 Additional 700 MW Capacity:

3.3.1 Exhibit A (Generating Facility) of the Interconnection Agreement is replaced in its entirety with the Exhibit A attached hereto to reflect the installation of the Solar Generating Facility providing the additional 700

MW capacity and the dates by which such additional 700 MW must be ready for backfeed, synchronization and commercial (in-service) operation.

3.4 Transfer of Ownership Rights and Interests:

3.4.1 Mesquite Power hereby transfers to Mesquite Solar that portion of Mesquite Power's rights and interests in the Interconnection Agreement equivalent to the Pro Rata Facilities Share, pursuant to Section 20.1 of the Interconnection Agreement.

3.4.2 The Parties intend that Mesquite Power and Mesquite Solar each will own joint undivided interests in the Interconnection Facilities and the Generating Facility Interconnection Tie Line (as such definitions are amended herein) equivalent to the pro rata share of generation capacity associated with the nominally rated 1250 MW Mesquite Power combined cycle facility and the 700 MW Solar Generation Facility, respectively ("Pro Rata Facilities Share").

3.4.3 The Parties further intend that, in connection with the joint undivided ownership of the Interconnection Facilities and the Generating Facility Interconnection Tie Line, Mesquite Power now transfers to Mesquite Solar that portion of Mesquite Power's rights and interests in the Interconnection Agreement ("Transfer") equivalent to the Pro Rata Facilities Share.

3.4.4 Pursuant to Section 6.2.1 of the Interconnection Agreement, SRP agrees to execute and record an amended memorandum of easement

("Amended Memorandum of Easement") in the form of Exhibit K attached hereto, which shall replace Exhibit K in the Interconnection Agreement.

3.4.5 The Definition of "Interconnector" at Section 4.30 of the Interconnection Agreement is revised in its entirety as follows:

Interconnector: The Parties to this Agreement designated as the "Interconnector" pursuant to Amendment 1 of the Interconnection Agreement.

3.5 The Parties further agree that the commercial operation (in-service) date for all of the additional 700 MW shall be in accordance with the dates set forth in Exhibit A, including the firm deadline of October 31, 2017 for the commercial operation (in-service) of the additional 700 MW capacity, inasmuch as the Generation Developer has demonstrated that engineering, permitting, and construction will take more than seven years. Interconnector's failure to meet the final in-service date identified within Exhibit A will result in automatic reformation of this Amendment No. 1 to limit the maximum permitted capacity to the amount then installed and placed in-service at the time of that final in-service date. Such automatic revision to the maximum permitted capacity shall not be an amendment of this Agreement, but instead shall be reflected with a revision to Exhibit A.

3.6 The Parties further agree that Interconnection Agreement, Section 18, Uncontrollable Forces, expressly does not include economic conditions that render a Party's performance under this Agreement unprofitable or otherwise

uneconomic (including, without limitation, Interconnector's ability to procure construction materials or to enter into power purchase agreements for the output, at prices consistent with Interconnector's business plans).

3.7 All other provisions of the Interconnection Agreement remain in full force and effect, including those provisions requiring that all expenses for all facilities associated with the Material Modifications detailed herein, and transfer of ownership rights and interests shall be solely borne by Interconnector.

4. EFFECTIVE DATE:

This Amendment No. 1 shall become effective upon signatures by all Parties.

5. EXECUTION:

5.1 Execution by Counterparts: This Amendment No. 1 may be executed in any number of counterparts, and upon execution of this Agreement by all Parties, the executed counterparts together shall have the same force and effect as an original instrument, and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart hereof without impairing the legal effect of any signature thereon, and may be attached to another counterpart of this Agreement, identical in form hereto, but having attached to it one or more signature pages.

5.2 Execution and Delivery: Upon receipt of all signature pages from all the other Parties, Operator shall: (i) promptly notify the Parties of the date of execution and delivery for the purposes of Section 4 hereof, which shall be the date on which the last Party executes such signature pages, and (ii) send to each

Party: (a) by telecopy, a complete set of signature pages; and (b) by express mail, a copy of the Agreement, including a full set of original signature pages.

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6. SIGNATURE CLAUSE:

The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

INTERCONNECTOR:

MESQUITE POWER, LLC

By: Joseph H Rowley
Title: Vice President
Date: April 13, 2011

MESQUITE SOLAR 1, LLC

By: Joseph H Rowley
Title: Vice President
Date: April 13, 2011

ANPP SWITCHYARD PARTICIPANTS:

ARIZONA PUBLIC SERVICE COMPANY

By: _____
Title: _____
Date: _____

EL PASO ELECTRIC COMPANY

By: _____
Title: _____
Date: _____

6. SIGNATURE CLAUSE:

The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

INTERCONNECTOR:

MESQUITE POWER, LLC

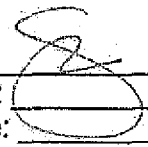
By: _____
Title: _____
Date: _____

MESQUITE SOLAR 1, LLC

By: _____
Title: _____
Date: _____

ANPP SWITCHYARD PARTICIPANTS:

ARIZONA PUBLIC SERVICE COMPANY

By:  STEVE NORRIS
Title: DIRECTOR
Date: 4/20/2011

EL PASO ELECTRIC COMPANY

By: _____
Title: _____
Date: _____

6. SIGNATURE CLAUSE:

The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

INTERCONNECTOR:

MESQUITE POWER, LLC

By: _____
Title: _____
Date: _____

MESQUITE SOLAR 1, LLC

By: _____
Title: _____
Date: _____

ANPP SWITCHYARD PARTICIPANTS:


ARIZONA PUBLIC SERVICE COMPANY

By: _____
Title: _____
Date: _____

EL PASO ELECTRIC COMPANY

By: Jan Murray
Title: Assistant Vice President
Date: 4/15/2011

Reviewed and Approved
Legal Department

R. Nussmeier by: 

THE CITY OF LOS ANGELES BY AND THROUGH
THE DEPARTMENT OF WATER AND POWER

By: Marcie L. Edwards
Title: General Manager
Date: _____
And: _____

Barbara E. Moschos
Board Secretary

PUBLIC SERVICE COMPANY OF NEW MEXICO

By: Gary C. Stone
Title: Vice President
Date: April 29, 2011

SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT

By: _____
Title: _____
Date: _____

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
Title: _____
Date: _____

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

JAN 21 2015
BY Syndi Driscoll
SYNDI DRISCOLL
DEPUTY CITY ATTORNEY

THE CITY OF LOS ANGELES BY AND THROUGH
THE DEPARTMENT OF WATER AND POWER

By: _____
Title: _____
Date: _____

PUBLIC SERVICE COMPANY OF NEW MEXICO

By: _____
Title: _____
Date: _____

SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT

By: David W. Hansen
Title: Member, Southern California Edison
Date: April 26, 2017

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
Title: _____
Date: _____

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____
Title: _____
Date: _____

THE CITY OF LOS ANGELES BY AND THROUGH
THE DEPARTMENT OF WATER AND POWER

By: _____
Title: _____
Date: _____


PUBLIC SERVICE COMPANY OF NEW MEXICO

By: _____
Title: _____
Date: _____

SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT

By: _____
Title: _____
Date: _____

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By:  _____
Title: EXECUTIVE DIRECTOR
Date: 4/13/11

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____
Title: _____
Date: _____

THE CITY OF LOS ANGELES BY AND THROUGH
THE DEPARTMENT OF WATER AND POWER

By: _____
Title: _____
Date: _____

PUBLIC SERVICE COMPANY OF NEW MEXICO

By: _____
Title: _____
Date: _____

SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT

By: _____
Title: _____
Date: _____

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
Title: _____
Date: _____

SOUTHERN CALIFORNIA EDISON COMPANY

By: *E. Martini*
Title: *Grid Operations Director*
Date: *4/27/11*

EXHIBIT A
GENERATING FACILITY

A.1 Generating Facility Information:

A.1.1 Location of Generating Facility:

A.1.1.1 Mesquite Generating Station: The Mesquite Generating Station is located near the Palo Verde Nuclear Generating Station, 40 miles west of Phoenix, in Maricopa County, Arizona. The legal description for the plant site is the west half of Section 15, Township 1S, Range 6W of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

A.1.1.2 Mesquite Solar Generating Facility: The Mesquite Solar Generating Facility is located near the Palo Verde Nuclear Generating Station, 40 miles west of Phoenix, in Maricopa County, Arizona. The legal description for the Mesquite Solar Generating Facility is: Sections 18, 19 and 20 of Township 1S, Range 6W of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, excepting the north half of the northeast quarter of Section 18, and the north half, the southeast quarter and the east half of the southwest quarter of Section 20. Sections 13, 14, 15 and 24 of Township 1S, Range 7W of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, excepting that portion of Section 24 more particularly described as follows:

Beginning at a G.L.O brass capped pipe marked for the southwest corner of Section 24, Township 1S, Range 7W of the Gila and Salt River Base and Meridian, Maricopa

County, Arizona; thence North 89 degrees 57 minutes 34 seconds east along the south boundary of said Section 24, distance of 2,649.19 feet to a G.L.O. pipe found for the south quarter corner of said Section 24; thence north 0 degrees 07 minutes 23 seconds west along the mid-section line of said Section 24, a distance of 130.00 feet to a 5/8 inch rebar and cap marked "R.L.S #7691" set for a corner of this tract; thence north 68 degrees 14 minutes 00 seconds west, a distance of 2,853.42 feet to a point on the west boundary of said section 24, a point being the northwest corner of this tract; thence south 0 degrees 03 minutes 04 seconds east along the west boundary of said section 24, a distance of 1,190.00 feet to the point of beginning.

A.1.2 Description of Generating Facility: The following is a description of the Generating Facility provided by the Interconnector. Additional information shall be provided by the Interconnector as requested by Operator.

A.1.2.1 Mesquite Generating Station:

MESQUITE GENERATING STATION

The facility will consist of two (2) power blocks with each block consisting of two (2) GE Model PG7421FA gas turbine generators (GTG's). Exhaust gas from each of GTG will be directed into a dedicated supplementary fired heat recovery steam generator (HRSG) for the generation of high-pressure, intermediate-pressure, and low-pressure steam. Supplementary firing capability will be provided in each HRSG to generate additional steam for peak power production. The steam generated in the HRSG of each power block shall be supplied to one of two, dedicated, single, tandem-compound, reheat double downflow exhaust, steam turbine generators (STGs), each with a nominal capacity of 320MW. The summer- and winter-rated capacity are provided below with the summer-rated capacities shown at the average summer ambient temperature of 95°F and the yearly average temperature of 73°F. The winter-rated capacities are shown at the minimum recorded temperature of 17°F. The summer-rated capacities for the steam turbine are based on maximum duct firing.

Summer-Rated Capacity of GTG:

115,720kW (95°F ambient)
162,800kW (73°F ambient)

Winter-Rated Capacity of GTG:

180,130kW (17°F ambient)

Summer-Rated Capacity of STG:

317,190kW (95°F ambient)
319,000kW (73°F ambient)

Winter-Rated Capacity of STG:

283,630kW (17°F ambient)

Summer-Rated Capacity of Station:

Gross – 1,257,260kW (95°F ambient)
Net – 1,218,480kW (95°F ambient)
Gross – 1,289,200kW (73°F ambient)
Net – 1,250,020kW (73°F ambient)

Winter-Rated Capacity of Station:

Gross – 1,287,780kW (17°F ambient)
Net – 1,250,080kW (17°F ambient)

The following dates reflect the current schedule for backfeed, synchronization and commercial operation. These actual dates may be slightly earlier, or later than scheduled, depending on the actual construction progress.

Backfeed Date:	October 1, 2002
Synchronization Date Block 1:	February 28, 2003
Commercial Operation Date Block 1:	June 1, 2003
Synchronization Date Block 2:	July 23, 2003
Commercial Operation Date Block 2:	November 6, 2003

A.1.2.2 Mesquite Solar Generating Facility: The proposed Solar Generating Facility will employ PV panels that absorb sunlight and directly produce electricity.

The facility will consist of: (1) a solar field of PV panels mounted on steel structures; (2) an electrical collection system that aggregates the output from the PV panels and converts the electricity DC to AC; (3) a substation where all of the facility output is combined and transformed to a voltage of 230kV.

A.1.2.2.1 Solar Field

The solar field will consist of PV panels mounted on steel support structures. The assembled PV panels will have a typical height of about 6 feet and a maximum height of 8 feet. The PV panels will be arranged in rows with center-to-center spacing of 12 to 22 feet.

A.1.2.2.2 Electrical Collection System

The PV panels will be organized into electrical groups referred to as "blocks." Each block will encompass PV panels producing about 1 MW and will include one modular inverter enclosure. Conductors, hung under the PV panels and extending underground, will feed DC to AC inverters and associated switchgear housed in each block's inverter enclosure. Each inverter enclosure will have an associated outdoor transformer to step up the electricity voltage from the inverter output level (e.g., 480 V to 34.5 kV). From each such transformer, electricity will be conveyed via an underground circuit to 34.5 kV switchgear housed in a modular collection enclosure that gathers the output of up to 30 MW of PV panels. From each collection enclosure, electricity will be conveyed via an underground 34.5 kV collector circuit to a common 34.5 kV bus within a substation to be located on the project site.

A.1.2.2.3 Substation

The substation will be a central hub for the 34.5kV collector circuits and will step up the electricity voltage from 34.5kV to 230kV. The substation site is approximately 10 acres in size and includes, but is not limited to, the following major components:

- 34.5kV bus and associated switching devices
- 230kV bus and associated switching devices
- 187MVA, 34.5/230kV transformers
- 34.5kV capacitors
- Tubular steel support structures up to 40 feet in height
- Grounding grid
- Prefabricated modular control building (unoccupied except during inspection and maintenance)
- Perimeter fence

A.1.2.2.4 Milestone Dates for Modifications Under Amendment No. 1.

Milestone	Estimated Milestone Date	Total MW (nominal) online
1 st Block Complete	04/30/2013	175
2 nd Block Complete	10/31/2014	350
3 rd Block Complete	04/30/2016	525
4 th Block Complete	10/31/2017	700

A.2 Description of Transformation Equipment

The following is a description of the Transformation Equipment provided by the Interconnector. Additional information shall be provided by Interconnector as requested by

Operator.

Each GTG and STG will be connected to a generator step-up transformer (GSU) to an intermediate switchyard with a 230kV voltage. The GTG GSUs will be rated 123/164/205 MVA, Z=9.0% @ 123 MVA, 235/18kV, with +/- two 2.5% taps and the STG GSUs will be rated 253/336/420 MVA, Z=9.6% @ 253 MVA, 235/18kV, with +/- two 2.5% taps.

The GSUs will all be connected to common switchyard 230kV bus. This bus will be connected to the Hassayampa 500kV Switchyard via two banks of three single-phase autotransformers rated 300/400/500 MVA (per phase), Z=8.0% at 300MVA, 500/230kV, with one -2.5% tap and three +2.5% taps.

A.3 Point of Interconnection

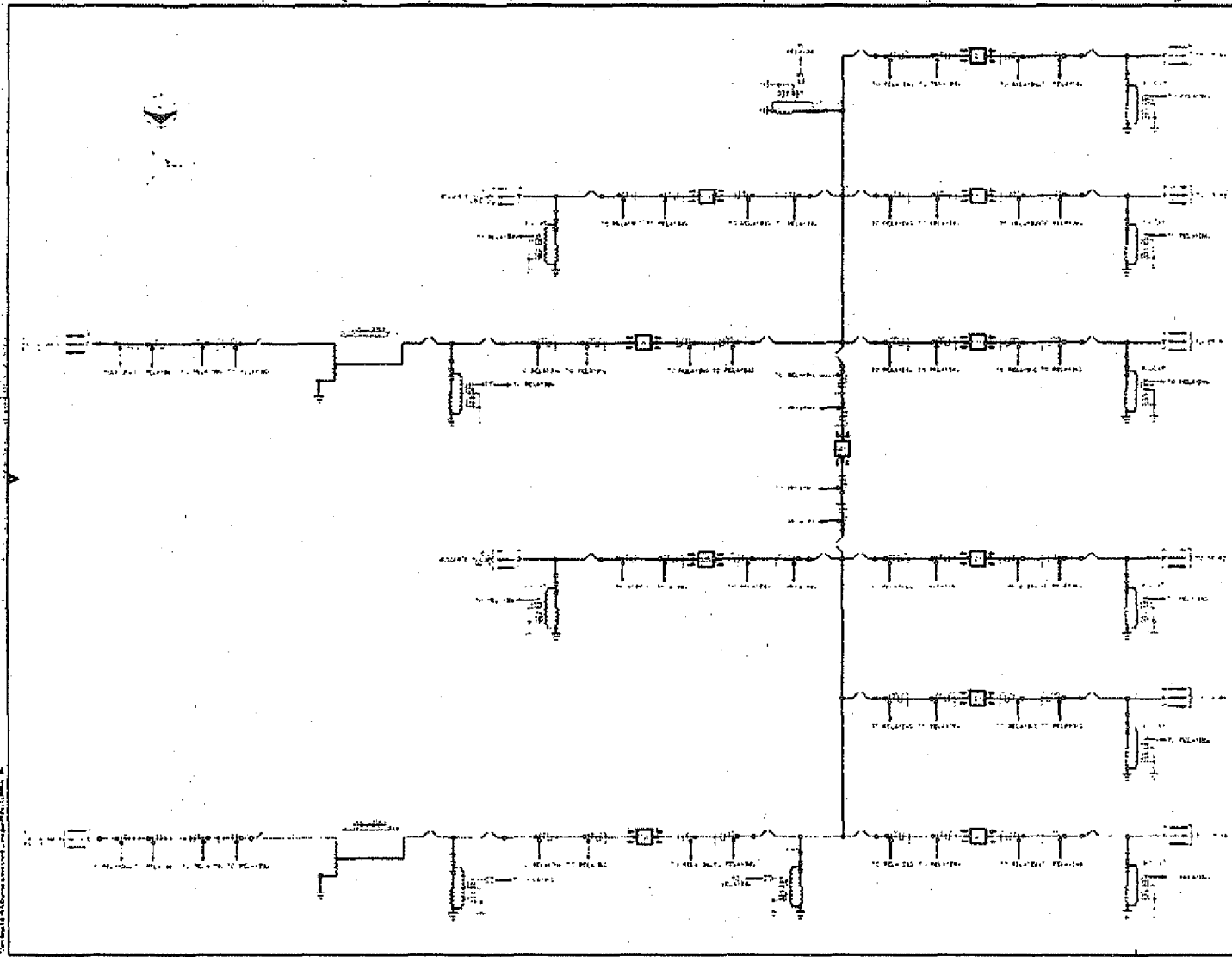
The "point of interconnection" with the ANPP system is the 500kV bus at the Hassayampa Switchyard.

A.3 One-Line Diagram of the Generating Facility

See following attached pages

ANF

B-1



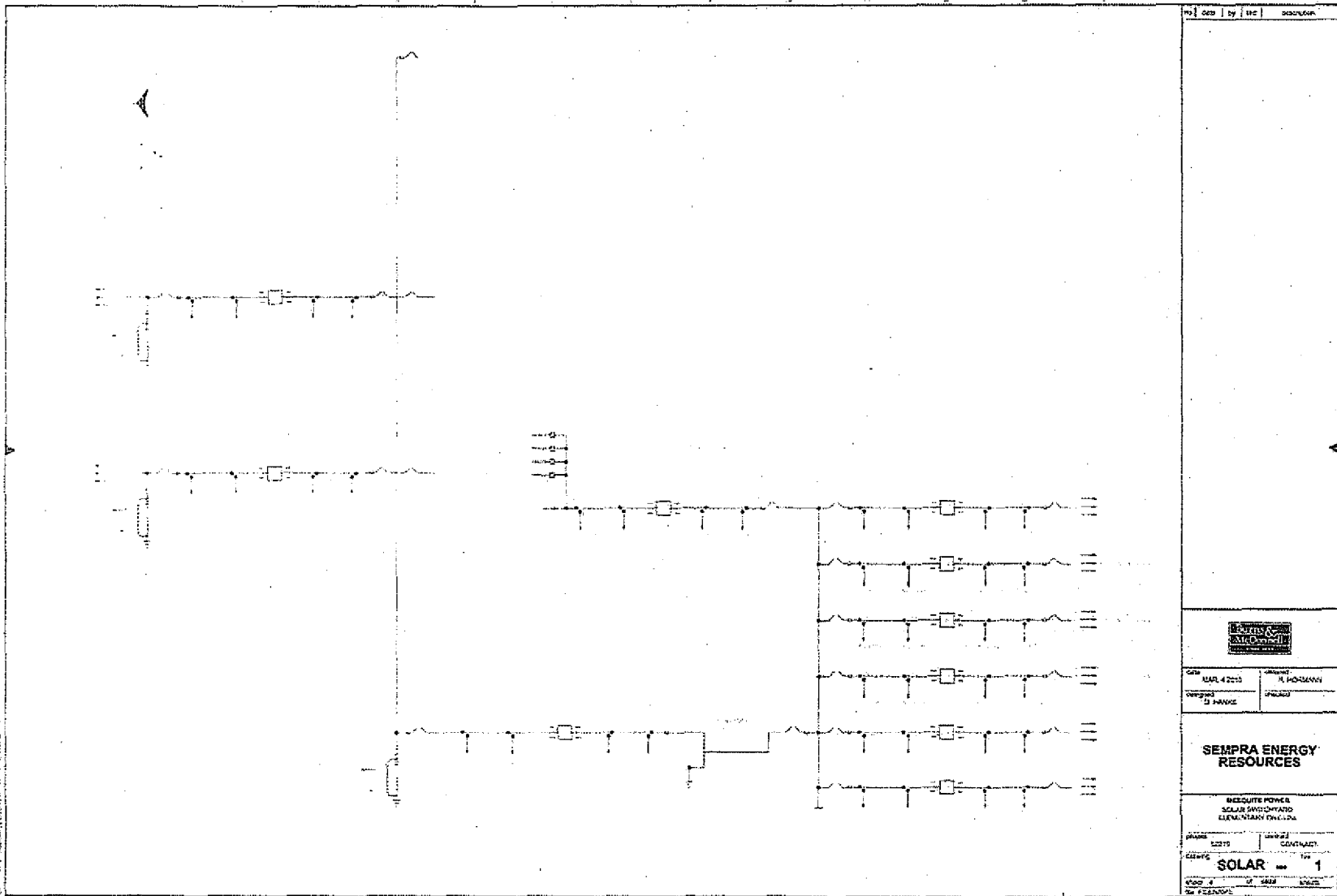
No.	Rev.	Date	Description
1	01/15/01		ISSUE FOR CONSTRUCTION
2	01/15/01		ISSUE FOR CONSTRUCTION

DATE	1/15/01	BY	J. EDWARDS
DATE	1/15/01	BY	J. EDWARDS

SEMPRA ENERGY RESOURCES

SEMPRA ENERGY RESOURCES	
SEMPRA ENERGY RESOURCES	
DATE	1/15/01
BY	J. EDWARDS
PROJECT	ES-0200
REV.	1

ANI



101 000 [by] 110 000000



DATE: MAR 4 2015
DRAWN BY: J. HANKE
CHECKED BY: J. HANKE

**SEMPRA ENERGY
RESOURCES**

BEAULIEU POWER
SOLAR SHOWYARD
ELEMENTARY ENCL. 10A

PROJECT: 52215 CONTRACT: 100-02
SHEET: 1 OF 1
SOLAR 1
DATE: 3/4/15

EXHIBIT B

HASSAYAMPA SWITCHYARD

For the purposes of this amendment, the Hassayampa Switchyard shall include, but not be limited, to the following facilities in the locations as indicated:

B.1 Hassayampa Switchyard:

B.1.1 Land and fencing.

B.1.2 Grounding system, overhead static wire, conduit and cable trench system.

B.1.3 AC and DC auxiliary power systems.

B.1.4 Control house and maintenance building, and associated equipment therein.

B.1.5 Communications system, control system and site security system.

B.1.6 Main Buses including surge arrestors, CCVTs, control cable and bus protection relays.

B.1.7 All facilities required for the termination of the three (3) string buses to the ANPP High Voltage Switchyard (Palo Verde), the Jojoba line, the Pinal West line, and the North Gila line.

B.1.8 Facilities installed in Bays 2 and 10 in the location for a future line termination.

B.2 String Bus:

String bus from the ANPP High Voltage Switchyard (Palo Verde) to the Hassayampa Switchyard.

EXHIBIT C
INTERCONNECTION FACILITIES

The Interconnection Facilities shall include, but not be limited to, the items described below:

C.1 Bay 5 West Facilities

C.1.1 One (1) line dead-end structure.

C.1.2 One and a half 500kV circuit breakers (HAA958 and HAA955, respectively), one and one-half sets of three (3) current transformers, one (1) set of three (3) metering quality coupling capacitor voltage transformers, and three (3) disconnect switches (one with ground blades).

C.1.3 Switch supports, CT supports, bus supports, CCVT supports, and tie-down structures.

C.1.4 Insulators, conductors and associated hardware.

C.1.5 Protective relaying systems, metering, and interface with control, monitoring and communication equipment.

C.1.6 Structure and equipment foundations, grounding and conduit.

C.2 Bay 8 West Facilities

C.2.1 One (1) line dead-end structure.

C.2.2 One and one-half 500 kV circuit breakers (HAA988 and HAA985 respectively), one and one-half sets of three (3) current transformers, one (1) set of three (3) metering quality coupling capacitor voltage transformers, and three (3) disconnect switches (one with ground blades).

C.2.3 Switch supports, CT supports, bus supports, CCVT supports, and tie-down structures.

C.2.4 Insulators, conductors and associated hardware.

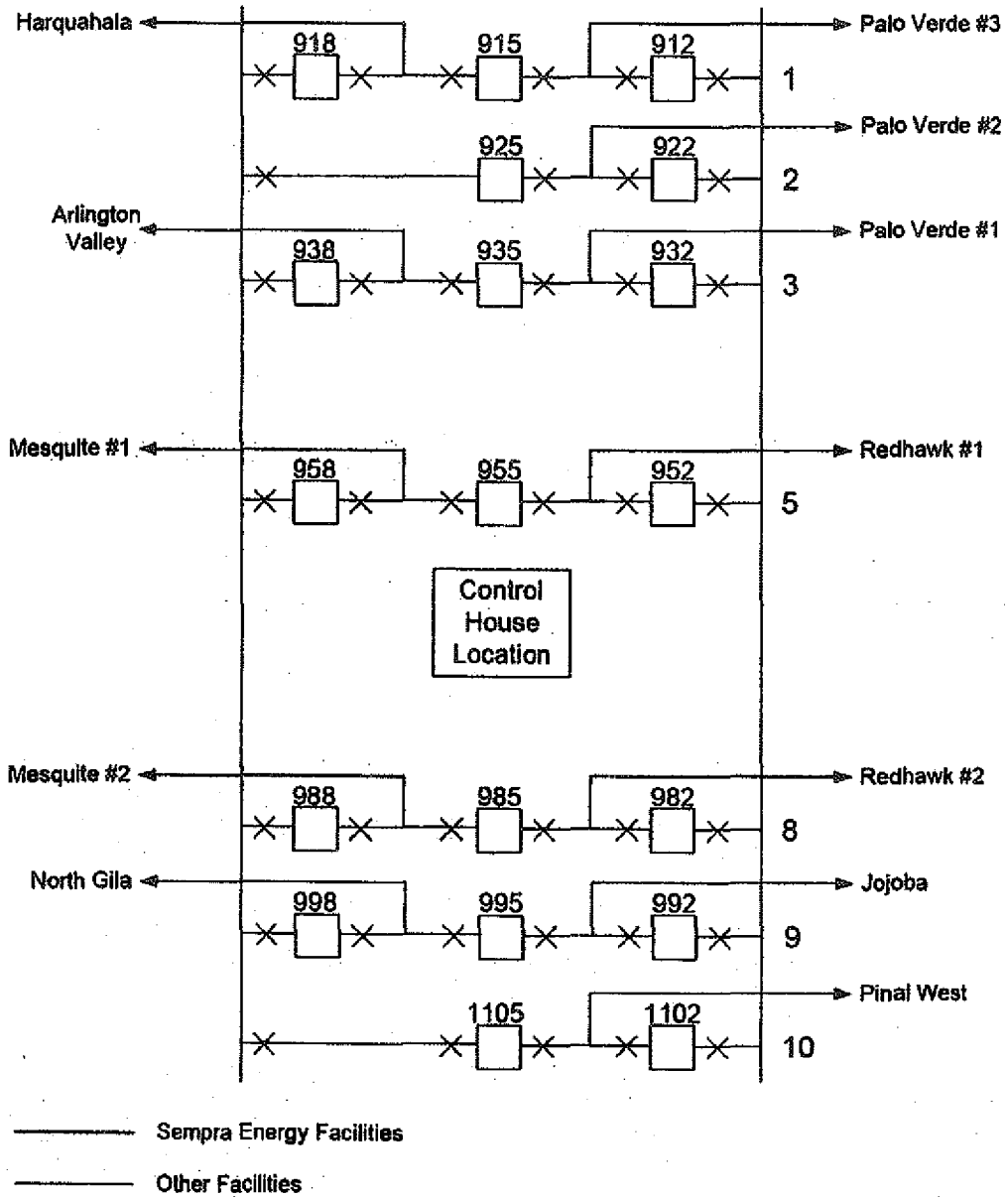
C.2.5 Protective relaying systems, metering, and interface with control, monitoring and communication equipment.

C.2.6 Structure and equipment foundations, grounding and conduit.

C.3 One-Line Diagram of Interconnection Facilities:

See following attached pages

Exhibit C – Diagram of Interconnection Facilities



C-2

EXHIBIT D

HASSAYAMPA SWITCHYARD

HASSAYAMPA SWITCHYARD

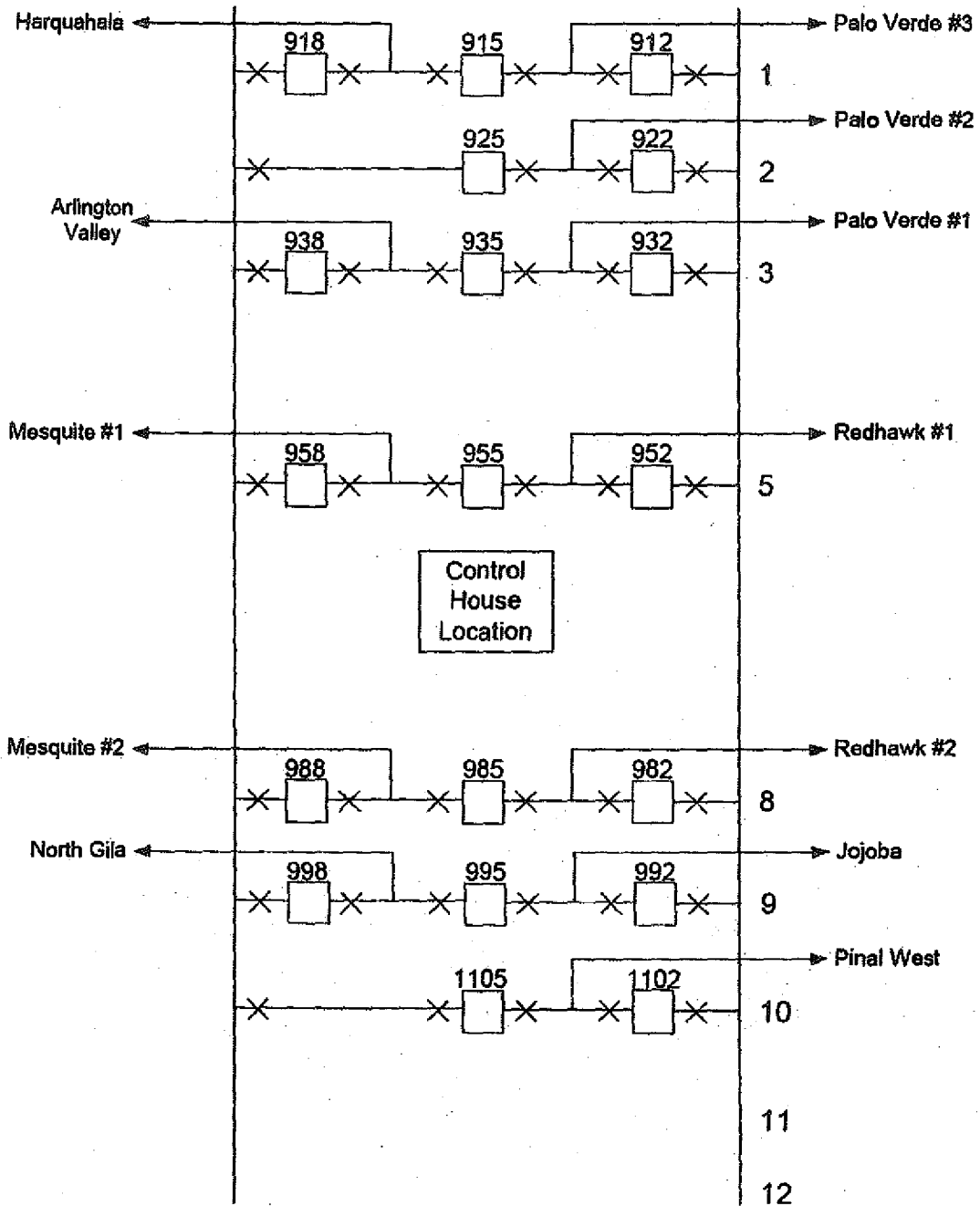


EXHIBIT K
AMENDED MEMORANDUM OF EASEMENT

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

Mesquite Power, LLC
c/o Sempra Generation
101 Ash Street
San Diego, California 92101
Attention: Director – Project
Development

Space above this line reserved for County Recorder's use.

AMENDED MEMORANDUM OF EASEMENT

(HASSAYAMPA SWITCHYARD)

THIS AMENDED MEMORANDUM OF EASEMENT (the "Memorandum") is made as of the ____ day of _____, 2011, by Salt River Project Agricultural Improvement and Power District, an Arizona agricultural improvement district (the "Grantor") and Mesquite Power, LLC, a Delaware limited liability company and Mesquite Solar 1, LLC, a Delaware limited liability company (collectively, the "Grantee"), and amends that certain Memorandum of Easement dated August 27, 2001 and recorded August 31, 2001 as Instrument No. 2001-0809702, and again on September 10, 2001 as Instrument No. 2001-0831078, (the "Original Memorandum").

Notice is hereby given that Grantor has granted a non-exclusive easement (the "Easement") to Grantee on, over and across the real property which is legally described in Exhibit A attached hereto and incorporated herein by this reference for the purpose of locating a Generating Facility Interconnection Tie Line and Interconnection Facilities, and installing, operating, maintaining, repairing and replacing the Generating

Facility Interconnection Tie Line and Interconnection Facilities, all in accordance with and pursuant to that certain ANPP Hassayampa Switchyard Interconnection Agreement effective November 1, 2001, as amended by that certain Amendment Number 1 to the ANPP Hassayampa Switchyard Interconnection Agreement dated _____, 2011 (collectively, the "Agreement") by and among Grantor, Grantee and certain other parties. The Easement shall expire automatically and without further act of any party upon termination of the Agreement. The purposes and other terms and conditions of or pertaining to such Easement are set forth in such Agreement. Capitalized terms used herein shall have the same meaning, as provided in the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and those of the Agreement, the terms and provisions of the Agreement shall prevail.

This Memorandum may be executed in any number of counterparts with the same effect as if the parties had signed the same document. All counterparts shall be construed together and constitute one document.

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IN WITNESS WHEREOF, the parties executed this instrument as of the day and year set forth above.

GRANTOR:

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

an Arizona agricultural improvement district

By: _____

Name: _____

Its: _____

GRANTEE:

MESQUITE POWER, LLC,

a Delaware limited liability company

By: _____

Name: _____

Its: _____

MESQUITE SOLAR 1, LLC,

a Delaware limited liability company

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENTS

State of _____)

County of _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California

County of _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENTS

State of California

County of _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

The Northeast Quarter of Section 15 and the West Half of the Northwest Quarter of Section 14, Township One South, range 6 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT the North 40 feet thereof.

