

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

Grand View PV Solar Two LLC)

Docket No. ER16-___-000

**APPLICATION OF GRAND VIEW PV SOLAR TWO LLC
FOR MARKET BASED RATE AUTHORITY
AND REQUEST FOR WAIVERS AND BLANKET AUTHORIZATIONS**

Pursuant to Section 205 of the Federal Power Act (“FPA”),¹ Rules 205 and 207 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission (“Commission” or “FERC”),² and Part 35 of the Commission’s regulations,³ Grand View PV Solar Two LLC (“Grand View” or “Applicant”) hereby requests that the Commission: (1) accept for filing the Grand View PV Solar Two LLC FERC Market-Based Rate Tariff, attached hereto as Attachment 1 (“Tariff”); (2) permit the Tariff to become effective as of October 3, 2016 (3) grant authorization for Grand View to sell electric energy and capacity at wholesale and make sales of ancillary services at market-based rates as specified in the Tariff; (4) grant regulatory waivers as are customarily granted by the Commission to persons with market-based rate authority, as described further herein; and (5) grant blanket authorizations as are customarily granted to persons with market-based rate authority, including blanket approval to issue securities and assume liabilities pursuant to Section 204 of the FPA and the Commission’s regulations at 18 C.F.R. Part 34⁴ (collectively, “MBR Authority”).

¹ 16 U.S.C. 824d.

² 18 C.F.R. §§ 385.205 and 385.207.

³ 18 C.F.R. Part 35.

⁴ 16 U.S.C. 824c and 18 C.F.R. Part 34.

As discussed below and as demonstrated in the market power analysis provided below, Grand View satisfies the Commission's standards for MBR Authority.

I. DOCUMENTS SUBMITTED WITH THIS FILING

In addition to the instant transmittal and a version of the Tariff in RTF format suitable for filing in FERC eTariff, Grand View submits herewith:

Attachment 1: The Grand View PV Solar Two LLC FERC Market-Based Rate Tariff;

Attachment 2: Appendix of energy affiliates and assets, as required under 18 C.F.R. Part 35, Subpart H, Appendix B;

Attachment 3: An organizational chart showing Grand View and its affiliates, as required by Commission Order No. 816;⁵

Attachment 4: A pivotal supplier and market share screen analyses, in the format set forth under 18 C.F.R. Part 35, Subpart H, Appendix A; and

Attachment 5: Excerpts from the First Amended and Restated Limited Liability Company Agreement of CRE-Grandview Idaho LLC.

I. COMMUNICATIONS

Grand View requests that communications regarding this filing be provided to the following:

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⁵ *Refinements to Policies and Procedures for Market-Based Rates for Wholesale Sales of Electric Energy, Capacity and Ancillary Services by Public Utilities*, 153 FERC ¶ 61,065 (2015) (“Order No. 816”).

III. DESCRIPTION OF APPLICANT, ITS AFFILIATES AND THE JURISDICTIONAL FACILITIES

A. Grand View and its Owners

Grand View is a Delaware limited liability company that has been formed to act as the project company with respect to the operation of a photovoltaic electric generating facility located approximately 20 miles southwest of Mountain Home, Idaho. Grand View owns an 80 MW (AC) ground-mounted photovoltaic solar energy facility, which is scheduled to synchronize with the grid and produce test power on October 5, 2016 and will begin commercial operation on November 9, 2016. Grand View is interconnected to the transmission facilities of, and will sell its full output at wholesale under a long-term power purchase agreement to, Idaho Power Company (“Idaho Power”). The Grand View solar project includes interconnection facilities that are necessary to deliver its electric output to the grid, but does not provide transmission services for other parties or comprise an integrated transmission system. Grand View is a qualifying small power production facility⁶ and, has submitted a Notice of Self-Certification of Exempt Wholesale Generator Status.⁷

In conjunction with this application Grand View is submitting an application under section 203 of the FPA for disposition of non-controlling, passive equity interests in Grand View to CitiCorp North America, Inc. (“Citi”).⁸ Following completion of the proposed transaction, Grand View will be owned by CRE-Grandview Idaho LLC (“CRE-Grandview”), which will hold 100 percent of the Class B Membership Interests, and Citi, which will hold 100 percent of the

⁶ *Grand View PV Solar Two, LLC*, Docket No. QF11-405-001, Form 556 Notice of Self-certification as a Qualifying Small Power Production Facility (filed November 7, 2014).

⁷ *See Grand View PV Solar Two LLC*, Docket No. EG16-143-000, *Notice of Self-Certification of Exempt Wholesale Generator Status*, filed August 26, 2016.

⁸ *See Grand View PV Solar Two LLC*, Docket No. EC16-____-____, *Application for Approval Under Section 203 of the Federal Power Act*, filed August 31, 2016 (“Section 203 Application”). Although Grand View does not believe the proposed transaction with Citi is subject to FPA Section 203, it has filed an application out of an abundance of caution for purposes of expediting the completion of the proposed transaction.

Class A Membership Interests.⁹ Grand View will file a Notice of Change in Status pursuant to Commission regulation 18 C.F.R. § 35.42 within 30 days of consummation of the proposed transaction.¹⁰

Centaurus Renewable Energy LLC (“CRE”) owns 100 percent of the Class A and Class C Units of CRE-Grandview and Accordia Life and Annuity Company (“Accordia”) owns 100 percent of the Class B Units of CRE-Grandview. CRE is wholly owned by Centaurus Capital LP (“Centaurus Capital”). Centaurus Holdings, LLC (“Centaurus Holdings”) is the general partner of Centaurus Capital. The sole manager of Centaurus Holdings is a Texas-based individual, John Arnold. Accordia is an affiliate of Global Atlantic Financial Group Limited (“GAFG”). As explained below, neither Accordia nor GAFG have authority to manage, direct, or control the day-to-day activities of Grand View or its jurisdictional facilities beyond its passive, non-voting interest in Grand View with limited consent rights similar to the consent rights of passive investors in *AES Creative Resources*.

1. Demonstration of Passive Investment

To show that Accordia and GAFG are passive interest holders consistent with *AES Creative Resources*, Grand View provides the following information:

- Please clarify whether any of the passive interests include voting rights (i.e., common stock or the equivalent of common stock).

The passive upstream interests held by Accordia and GAFG include only limited consent and veto rights with respect to certain categories of decisions as described in Section 5.8 of the

⁹ The Class A Membership Interests will be passive, non-managing ownership interests with limited consent rights similar to the consent rights of the passive investors in *AES Creative Resources, L.P.*, 129 FERC ¶ 61,239 at PP 26-28 (2009) (describing rights that do not confer control) (“*AES Creative Resources*”).

¹⁰ The Notice of Change in Status will include a demonstration of passive interest for the Class A Membership Interests, consistent with *AES Creative Resources*.

First Amended and Restated Limited Liability Company Agreement of CRE-Grandview Idaho LLC (the “CRE-Grand View LLC Agreement”) and in Attachment 5.

- If the passive interests are non-voting, please clarify the following:
 - Do they represent a separate class of security in Seller’s ownership structure?

Yes. Ownership of CRE-Grandview is comprised of three classes of membership interests, Class A membership interests, Class B membership interests and Class C membership interests. Accordia owns 100% of the passive, non-controlling Class B membership interests. As noted, GAFG is the parent company of Accordia. Under the CRE-Grand View LLC Agreement, CRE-Grandview has a five member Board of Managers (the “Board”), which has the power to manage the business and affairs of CRE-Grandview. Accordia has the right to designate two voting Managers to the Board. CRE, which owns 100% of the Class A membership interests, has the right to appoint the remaining three voting Managers to the Board and therefore controls the Board. Pursuant to Section 6.1(b) of the CRE-Grand View LLC Agreement, the Board delegated its authority and responsibility for day-to-day management of CRE-Grandview to the Operations Committee, which has the responsibilities set forth on Exhibit C of the CRE-Grand View LLC Agreement. CRE has the sole right to designate the members of the Operations Committee.

- If so, do such securities confer on the holder limited consent/veto rights over major corporate actions that could affect the value of the holder’s investment?

Yes. Section 5.8 of the CRE-Grandview LLC Agreement includes a list of actions that CRE-Grandview may not take, approve or otherwise ratify without the consent of more than 50% of the outstanding Class B membership interests. As the owner of 100% of the Class B membership interests, Accordia must provide its written consent for the Board, the Operations

Committee or CRE-Grandview to take an action described in Section 5.8 of the CRE-Grandview LLC Agreement. Other than pursuant to Section 5.8 of the CRE-Grandview LLC Agreement and the other limited consent rights described in Attachment 5, the Class B member has no voting rights in such capacity.

- Is there a list describing the major corporate actions over which the holder of the passive or non-voting securities has consent/veto rights?

Yes. Please see attached Attachment 5, which sets forth excerpts from the CRE-Grandview LLC Agreement describing the Class B members' consent rights with respect to certain major corporate actions and other enumerated consent rights on matters that are necessary for the Class B member to protect their investment in CRE-Grandview and its subsidiaries, including Grand View.

- If so, please file a publicly available exhaustive list describing the major corporate actions over which the holder of the passive or non-voting securities has consent/veto rights.

Attachment 5 sets forth excerpts from the CRE-Grandview LLC Agreement providing an exhaustive list of the major corporate actions over which the Class B member has consent rights.

- Do the holders of the asserted passive or non-voting securities have any power to remove the manager (e.g., the general partner if a partnership, or managing member if a manager-managed limited liability company) of the facility?

Pursuant to Section 6.5 of the CRE-Grand View LLC Agreement, the Class B member may only remove the two members of the Board designated by it, but it does not have the right to remove any of the three members of the Board designated by CRE. In addition, the CRE-Grand View LLC Agreement does not provide the Class B member the right to remove any member of the Operations Committee. Therefore, the Class B member does not have the ability to control management of the facility.

- If so, is their power to remove limited to “cause,” i.e., situations such as criminal activity/fraud on the part of the manager?

The Class B member does not have the unilateral power to remove the Board in any circumstance.

- Or, under what circumstances can they remove the manager?

The Class B member may remove any of the two members of the Board designated by it for any reason. The Class B member may not remove any of the three members of the Board designated by CRE or any member of the Operations Committee under any circumstance.

- If it is asserted that the securities in question confer only limited approval/veto rights, who exercises day-to-day control over Seller’s jurisdictional facilities?

Section 6.1(a) of the CRE-Grandview LLC Agreement states that the “powers of [CRE-Grandview] shall be exercised by or under the exclusive authority of, and the business and affairs of [CRE-Grandview] shall be managed by, the Board. In addition to the powers and authorities expressly conferred by this Agreement upon the Board and the Managers, the Board may exercise all such powers of [CRE-Grandview] and do all such lawful acts and things as are not directed or required to be exercised or done by the Members by the Act (notwithstanding this Agreement) or this Agreement, including, but not limited to, acquiring, holding, managing assets, and disposing of assets, entering into, performing and terminating contracts, contracting for or incurring, paying, satisfying, or otherwise settling liabilities and other obligations, and asserting and defending claims, on behalf of [CRE-Grandview].” The CRE-Grand View LLC Agreement provides CRE the right to appoint the majority of the members on the Board.

Section 6.1(a) of the CRE-Grand View LLC Agreement states that “[Grand View] will be managed by [CRE-Grandview], its sole member”. As such, the Operations Committee, to which

the Board has delegated authority and responsibility for day-to-day management over CRE-Grandview, manages the day-to-day control over Seller's jurisdictional facilities.

- Does the holder of the asserted passive or non-voting securities have any day-to-day input or control over the facility?

No. See the responses above. Accordia does not have any direct or indirect control over Grand View or its jurisdictional facilities or activities.

B. Grand View Affiliates

Grand View is affiliated with only one entity with market-based rates, Five Points Solar Park LLC, which is located in California Independent System Operator Corporation ("CAISO") balancing authority area ("BAA"). Through its relationship with CRE and Centaurus Capital, Grand View is affiliated with several additional companies that own electric generating facilities in the United States. However, consistent with Order No. 816, all such facilities are qualifying facilities not subject to regulation under section 205 of the FPA and, therefore, are not included in the discussion of affiliates, the asset appendix or indicative screens submitted with this application.¹¹ In addition, Centaurus Capital owns a majority membership interest in Power Depot – Texas Group A, LLC, which, in turn, owns 18 diesel-fired generating facilities each of which are under 10 MW located in ERCOT, and that accordingly are not FERC-jurisdictional facilities.

Neither Grand View nor any of its affiliates currently owns or controls any (1) electric transmission or distribution facilities in the United States, aside from the limited equipment

¹¹ *Refinements to Policies and Procedures for Market-Based Rates and Wholesale Sales of Electric Energy, Capacity, and Ancillary Services by Public Utilities*, Order No. 816, 153 FERC ¶ 61,065 at P 255 (2015) (Order No. 816), *order on reh'g*, Order No. 816-A, 155 FERC ¶ 61,188 (2016) ("we clarify that qualifying facilities that are exempt from FPA section 205 and facilities that are behind-the-meter facilities do not need to be reported in the asset appendix or indicative screens.") (citation omitted).

necessary to connect their facilities to the transmission grid; or (2) inputs to generation in the United States.¹²

B. The Jurisdictional Facility

The Grand View solar project will consist of approximately 340,480 polysilicon photovoltaic panels. The solar module outputs are joined together and then fed into photovoltaic inverters that ultimately feed into and connect to Idaho Power at two interconnection points, 60 MW of which are stepped up to 34.5 kV for collection and pass through a 34.5/138 kV step-up transformer for interconnection to a 138 kV transmission line, and 20 MW of which connects to the 34.5 kV distribution system on Idaho Power's Canyon Creek line. The Facility includes interconnection facilities that are necessary for the electric output of the unit to be delivered into the Idaho Power system, but those interconnection facilities are not used to provide transmission services for other parties and do not comprise an integrated transmission system. Grand View will sell its full output at wholesale to Idaho Power under a long-term power purchase agreement.

IV. REQUEST FOR MARKET-BASED RATE AUTHORIZATION

Grand View hereby requests authorization from the Commission to sell electric energy, capacity and specified ancillary services at market-based rates pursuant to the Tariff attached hereto as Attachment 1.

The Commission allows market-based sales if the seller and its affiliates (1) lack horizontal market power, or have adequately mitigated horizontal market power, in the relevant

¹² Centaurus Capital has ownership interests in certain oil and gas operations in various forms; however, it has no controlling interest in natural gas facilities or other inputs to electricity production that could restrict potential downstream competitors' access to upstream supply markets or increase potential competitors' costs. Moreover, Centaurus Capital may hold investments in publicly traded companies that may own or control relevant inputs to electric power production in the United States; however, it does not own or control more than a five percent or greater voting interest in such entities.

geographic market; and (2) lack vertical market power in the relevant geographic market.¹³ As is demonstrated below, Grand View meets the Commission’s requirements concerning lack of market power.

A. Grand View and Its Affiliates Lack Horizontal Market Power

The Commission assesses the ability to exercise market power by first determining the relevant market and then applying two indicative market power screens: the pivotal supplier screen and the wholesale market share screen.

As noted above, the Facility is interconnected to, and sells all of its electric output to, Idaho Power. Because the Facility is located within the Idaho Power BAA, the relevant market is the Idaho Power BAA. Grand View has a net electric capacity of approximately, but no more than, 80 MW (AC), all of which is contractually committed under a long-term PPA. Grand View will have no uncommitted capacity under its operational control, and therefore cannot have horizontal market power in the relevant market.¹⁴

However, out of an abundance of caution, Grand View has performed the Commission’s indicative horizontal market power screen analyses, and demonstrates below that it passes both indicative market power screens.¹⁵

1. The Pivotal Supplier Screen

The pivotal supplier screen evaluates the ability of the balancing authority’s aggregate generation and power import resources to supply annual peak demand without a contribution

¹³ See *AES Creative Resources, L.P.*, 129 FERC ¶ 61,239, at P 3 (2009).

¹⁴ See, e.g., *AEP Power Marketing, Inc., et al.*, 107 FERC ¶ 61,018, at PP 71, 95 and 99 (2004). See also Order No. 816 at P 39.

¹⁵ The screens provided herewith rely on Idaho Power’s triennial filing and, because Idaho Power used derated capacity for hydro and other energy limited capacity, that approach is followed here as well. Accordingly, three sets of screens are included herewith, as required by Order Nos. 697 and 816, including screens based on a 5-year average capacity factor (base), and sensitivities for 5-year high and low capacity factors. The figures referenced in this section of the application are from the base case screens.

from the applicant's generation. An applicant will pass the pivotal supplier screen if the applicant's uncommitted capacity is less than the net uncommitted wholesale supply available for the BAA at the time of its annual peak hour.

Under the pivotal supplier analysis, the electrical capacity of Grand View is 80 MW (AC),¹⁶ and the total installed capacity not affiliated with Grand View in the Idaho Power BAA is 1,873 MW. Uncommitted capacity imports into the BAA have been conservatively assumed to be zero. The annual peak load in the Idaho Power BAA is 3,551 MW, the average daily peak native load in the peak month is 3,293 MW, resulting in a wholesale load of 258 MW, and a net uncommitted supply of 204 MW. Although the total uncommitted capacity available from Grand View is zero, the analysis hereunder conservatively assumes the output of Grand View is uncommitted. Even with this conservative assumption, the uncommitted capacity attributed to Grand View (80 MW) is less than the net uncommitted supply in the Idaho Power BAA at peak conditions (204 MW). Therefore, Grand View is not a pivotal supplier in the Idaho Power BAA and passes the pivotal supplier screen.

2. The Market Share Screen

The market share screen operates by comparing the uncommitted capacity owned or controlled by an applicant to the total uncommitted capacity in the relevant BAA for a specified set of seasonal conditions. An applicant passes the market share screen if its uncommitted capacity is no greater than 20 percent of the total for each specified season.

Under the market share analysis, the total uncommitted capacity available in the Idaho Power BAA (including the Grand View Project) ranges from 821 MW in the summer season to 1,776 MW in the spring season. Conservatively assuming that the total uncommitted capacity of

¹⁶ As noted, Grand View has no affiliated generation within the Idaho Power BAA.

Grand View is 80 MW in all seasons, Grand View market share ranges from 4.5 percent in spring to 9.7 percent in summer. Because its market share is less than 20 percent for all seasons, Grand View passes the market share screen.

B. Grand View and Its Affiliates Lack Vertical Market Power

In evaluating vertical market power, the Commission considers market power arising out of ownership or control of electric transmission facilities and the ability of the applicant and its affiliates to erect barriers to entry in the relevant BAA.¹⁷ As explained below, Grand View and its affiliates do not possess vertical market power.

1. Transmission Market Power

Neither Grand View nor any of its affiliates currently owns or controls any electric transmission facilities in the Idaho Power BAA, or elsewhere within the United States. As noted above, Grand View owns limited and discrete interconnection facilities that form part of the Facility and are used solely to connect Grand View to the Idaho Power transmission system. Affiliates of Grand View similarly own only limited and discrete interconnection facilities used to connect generation to the CAISO grid. Accordingly, these interconnection facilities qualify for the blanket waiver of the Commission's open access requirements, as described in Order No. 807.¹⁸ Grand View does not own or operate any components of an integrated transmission system and will not provide transmission services to any person. Accordingly, Grand View does not possess vertical market power as a result of ownership or control of electric transmission facilities.

¹⁷ *Market-Based Rates for Wholesale Sales of Electric Energy, Capacity and Ancillary Services by Public Utilities*, Order No. 697, FERC Stats. & Regs. ¶ 31,252, at P 399, *clarified*, 121 FERC ¶ 61,260 (2007), *order on reh'g*, Order No. 697-A, FERC Stats. & Regs. ¶ 31,268, *clarified*, 124 FERC ¶ 61,055, *order on reh'g*, Order No. 697-B, FERC Stats. & Regs. ¶ 31,285 (2008), *order on reh'g*, Order No. 697-C, FERC Stats. & Regs. ¶ 31,291 (2009), *order on reh'g*, Order No. 697-D, FERC Stats. & Regs. ¶ 31,305 (2010).

¹⁸ *Open Access and Priority Rights on Interconnection Customer's Interconnection Facilities*, 150 FERC ¶ 61,211 (2015).

2. Barriers to Entry

In evaluating the ability of an applicant to erect barriers to entry, the Commission considers the applicant's ability to exercise control over inputs to electric power production, such as intrastate natural gas transportation; intrastate natural gas storage or distribution facilities; sites for generation capacity development; physical coal supply sources and ownership or control over who may access transportation of coal supplies.¹⁹

Neither Grand View nor its affiliates owns or controls any intrastate natural gas transportation, storage or distribution facilities, any sites for generation capacity development, or any physical supplies of coal or coal transportation providers or infrastructure in the United States.²⁰

The Commission has adopted a rebuttable presumption that market-based rate sellers that own or control, or have affiliation with, any entity that owns or controls intrastate natural gas transportation, intrastate natural gas storage or natural gas distribution facilities, sites for generation development, or physical coal supply sources or others who may access transportation of coal supplies cannot erect barriers to entry.²¹ Moreover, consistent with Order No. 697 and the Commission's regulations at 18 C.F.R. § 35.37(e)(4), Grand View affirms that it and its affiliates have not and will not erect barriers to entry into the Idaho Power BAA or in any wholesale electric markets within the United States.²² Accordingly, Grand View meets the Commission's requirements with respect to barriers to entry, and Grand View has demonstrated a lack of vertical market power.

¹⁹ See 18 C.F.R. § 35.37(e); Order No. 697-A, FERC Stats. & Regs. ¶ 31,268 at P 176.

²⁰ See n.9, *infra*.

²¹ Order No. 697, FERC Stats. & Regs. ¶ 31,252 at P 446; Order No. 697-A, FERC Stats. & Regs. ¶ 31,268 at P 170, 176-180.

²² Order No. 697, FERC Stats. & Regs. ¶ 31,252 at P 448.

C. Affiliate Relations

Grand View has no affiliates that are franchised electric utilities or that have captive customers. Accordingly the Commission's restrictions on affiliate relationships do not apply to Grand View, and no such affiliate relationship restrictions are included in the Tariff. Nevertheless, Grand View agrees to abide by the Commission's affiliate restrictions as a condition of its MBR Authority.

V. JURISDICTIONAL SERVICES TO BE PROVIDED PURSUANT TO APPLICANT'S MARKET-BASED RATE AUTHORITY

Grand View proposes to sell electric energy and capacity at market-based rates pursuant to its Tariff. Grand View also requests authorization to sell the ancillary services that the Commission has authorized public utilities with market-based rate authority to sell in markets administered by CAISO, the Midcontinent Independent Transmission System Operator, Inc., ISO New England, Inc.; the New York System Operator, Inc.; PJM Interconnection, L.L.C.; and the Southwest Power Pool, Inc. In accordance with Appendix C of Order No. 697, Grand View has listed in its Tariff the specific ancillary services it may sell in each of these markets. The applicable sections of the Tariff include the restrictions required by Commission Order No. 784.²³

VI. REQUEST FOR WAIVERS AND BLANKET AUTHORIZATIONS

Grand View requests that the Commission grant such regulatory waivers and blanket authorizations as are customarily granted to persons with market-based rate authority, including:

- Waiver of Subparts B and C of Part 35 of the Commission's regulations, regarding the filing of rate schedules, except for Sections 35.12(a), 35.13(b), 35.15 and 35.16;

²³ *Third-Party Provision of Ancillary Services; Accounting and Financial Reporting for New Electric Storage Technologies*, Order No. 784, 144 FERC ¶ 61,056, at P 200 (2013).

- Waiver of the accounting and related reporting requirements under Parts 41 and 141 of the Commission's regulations, except Sections 141.14 and 141.15;
- Waiver of Part 101 of the Commission's regulations regarding the Commission's Uniform System of Accounts, with the exception of provisions thereof that apply to hydropower licensees with respect to licensed hydropower projects;
- Blanket authorization to issue securities and assume liabilities under Section 204 of the FPA and the Commission's implementing rules at 18 C.F.R. Part 34; and
- Any other waivers and authorizations as may be necessary or appropriate for the Tariff to become effective.

VII. REPORTING REQUIREMENTS

Grand View commits to file contract and transaction information for all sales under the Tariff in its Electric Quarterly Reports, in conformity with the Commission's regulations. Additionally, in accordance with Order No. 652²⁴ and the Commission's regulations at 18 C.F.R. § 35.42, Grand View will notify the Commission within 30 days of any change in status that would reflect a departure from the characteristics relied upon by the Commission in its evaluation of Grand View's request for market-based rate authority.

Grand View agrees to comply with the Commission's market behavior regulations at 18 C.F.R. § 35.41. In accordance with Section 35.41(c) of the Commission's regulations, which requires that a seller with market-based rate authorization notify the Commission whether it engages in the reporting of transactions to publishers of electric or natural gas price indices, Grand View hereby notifies the Commission that it will not engage in such reporting.

Finally, Grand View and its affiliates have not, and will not, raise barriers to entry in relevant markets, including land acquisitions.

²⁴ *Reporting Requirements for Changes in Status for Public Utilities with Market-Based Rate Authority*, Order No. 652, FERC Stats. & Regs. ¶ 31,175, *order on reh'g*, 111 FERC ¶ 61,413 (2005).

VIII. APPLICANT'S SELLER CATEGORY

Pursuant to Section 35.36(a)(2) of the Commission's regulations Category 1 Seller means a Seller that:²⁵

- (i) Is either a wholesale power marketer that controls or is affiliated with 500 MW or less of generation in aggregate per region or a wholesale power producer that owns, controls or is affiliated with 500 MW or less of generation in aggregate in the same region as its generation assets;
- (ii) Does not own, operate or control transmission facilities other than limited equipment necessary to connect individual generating facilities to the transmission grid (or has been granted waiver of the requirements of Order No. 888, FERC Stats. & Regs. ¶31,036);
- (iii) Is not affiliated with anyone that owns, operates or controls transmission facilities in the same region as the Seller's generation assets;
- (iv) Is not affiliated with a franchised public utility in the same region as the Seller's generation assets; and
- (v) Does not raise other vertical market power issues.

Grand View satisfies the Commission's requirements for status as a Category 1 Seller in its geographic region of operation, the Northwest region, and in each of the remaining regions of the nation as well. First, Grand View and its affiliates own or control less than 500 MW in every region.²⁶ Second, as described above, in every region, neither Grand View nor its affiliates owns, operates or controls transmission facilities other than limited and discrete interconnection facilities and equipment necessary to interconnect to the transmission system. Third, Grand View is not affiliated with any entity that owns, operates or controls transmission facilities in the Northwest region. Fourth, as noted above, Grand View has no affiliates that are franchised electric utilities, in the same (or in any other) region. Finally, Grand View has no other ability to

²⁵ 18 C.F.R. § 35.36(a)(2).

²⁶ Even if all affiliated QF generation within CAISO, which has been excluded from the asset appendix in accordance with Order No. 816, is included for these purposes, the aggregate generation still would be below 500 MW.

raise barriers to entry, and raises no other concerns with respect to vertical market power or barriers to entry.

Accordingly, Grand View meets the Commission's criteria for designation as a Category 1 Seller in the Northwest region, and in all other regions, and respectfully requests the Commission to affirm such Seller Category status.

IX. REQUESTED EFFECTIVE DATE

Pursuant to 18 C.F.R. § 35.3(a), Grand View requests that the Commission accept the Tariff for filing effective as of October 3, 2016, and respectfully requests a waiver of the Commission's 60-day advance notice requirement to allow for the sale of wholesale power as of that date. Good cause exists to grant such waiver, because this application does not present horizontal or vertical market power concerns.²⁷ Moreover, because all electric power from Grand View will be sold pursuant to a PPA, the requested effective date will not harm any power purchaser.

XI. CONCLUSION

For the reasons set forth above, Grand View respectfully requests that the Commission issue an order: (i) granting authorization for Grand View to make wholesale sales of electric energy and capacity at market-based rates, and sales of ancillary services as specified in its Tariff; (ii) accepting the Tariff for filing under Section 205 of the FPA to become effective as of October 3, 2016; (iii) granting the requested regulatory waivers with respect to market-based rate authority and any other waivers as are necessary or appropriate for the Tariff to become effective; (iv) granting blanket authorization under Part 34 of the Commission's regulations to

²⁷ See *Central Hudson Gas & Elec. Corp.*, 60 FERC ¶ 61,106 at 61,339 (articulating a policy under which waiver of the prior notice filing requirement will be granted for good cause provided the proposed rate schedule is filed prior to commencement of service), *on reh'g*, 61 FERC ¶ 61,089 (1992).

issue securities and assume liabilities; and (v), as set forth in the Tariff, designating Grand View as a Category 1 Seller in all regions.

Respectfully submitted,

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Dated: August 31, 2016

Attachment 1: Grand View PV Solar Two LLC FERC Market-Based Rate Tariff

Attachment 2: Grand View Asset Appendix

Attachment 3: Grand View Organizational Chart

Attachment 4: Grand View pivotal supplier and market share screen

Attachment 5: Excerpts from CRE-Grandview Idaho LLC Agreement

ATTACHMENT 1

**Grand View PV Solar Two LLC
FERC Electric Tariff**

Grand View PV Solar Two LLC
FERC Market-Based Rate Tariff

1. Availability. Grand View PV Solar Two LLC (“Seller”) makes electric energy and capacity available under this Tariff to any purchaser, except as prohibited below. Seller also makes available to any purchaser ancillary services, except as prohibited below:
 - a. New England. Seller offers regulation and frequency response service (automatic generator control), operating reserve service (which includes 10-minute spinning reserve, 10-minute non-spinning reserve, and 30-minute operating reserve service) to purchasers within the markets administered by ISO New England, Inc.
 - b. PJM. Seller offers regulation and frequency response service, energy imbalance service, and operating reserve service (which includes spinning, 10-minute, and 30-minute reserves) for sale into the market administered by PJM Interconnection, L.L.C. (“PJM”) and, where the PJM Open Access Transmission Tariff permits, the self-supply of these services to purchasers for a bilateral sale that is used to satisfy the ancillary services requirements of the PJM Office of Interconnection.
 - c. New York. Seller offers regulation and frequency response service, and operating reserve service (which include 10-minute non-synchronous, 30-minute operating reserves, 10-minute spinning reserves, and 10-minute non-spinning reserves) for sale to purchasers in the market administered by the New York Independent System Operator, Inc.
 - d. California. Seller offers regulation service, spinning reserve service, and non-spinning reserve service to the California Independent System Operator Corporation (“CAISO”) and to others that are self-supplying ancillary services to the CAISO.
 - e. MISO. Seller offers regulation service and operating reserve service (which include 10-minute spinning reserve and 10-minute supplemental reserve) for sale to the Midcontinent Independent System Operator, Inc. (“MISO”) and to others that are self-supplying ancillary services to MISO.
 - f. SPP. Seller offers regulation service and operating reserve service (which include 10-minute spinning reserve and 10-minute supplemental reserve) for sale to the Southwest Power Pool, Inc. (“SPP”) and to others that are self-supplying ancillary services to SPP.
 - g. Third-Party Ancillary Services. Seller offers Regulation and Frequency Response Service, Reactive Supply and Voltage Control Service, Energy and Generator Imbalance Service, Operating Reserve-Spinning, and Operating Reserve-Supplemental. Sales will not include the following: (1) sales to an RTO or an ISO, *i.e.*, where that entity has no ability to self-supply ancillary services but instead depends on third parties; and (2) sales to a traditional, franchised public utility affiliated with the third-party supplier, or sales where the underlying transmission service is on the system of the public utility affiliated with the third-party supplier. Sales of Operating Reserve-Spinning and Operating

Reserve-Supplemental will not include sales to a public utility that is purchasing ancillary services to satisfy its own open access transmission tariff requirements to offer ancillary services to its own customers, except where the Commission has granted authorization. Sales of Regulation and Frequency Response Service and Reactive Supply and Voltage Control Service will not include sales to a public utility that is purchasing ancillary services to satisfy its own open access transmission tariff requirements to offer ancillary services to its own customers, except at rates not to exceed the buying public utility transmission provider's OATT rate for the same service or where the Commission has granted authorization.

2. Applicability. This Tariff is applicable to all FERC-jurisdictional sales of electric energy and capacity by Seller at market-based rates.
3. Rates. All sales shall be made at rates established by agreement between the purchaser and Seller.
4. Other Terms and Conditions. All other terms and conditions shall be established by agreement between the purchaser and Seller.
5. Compliance with Commission Regulations. Seller shall comply with the provisions of 18 C.F.R. Part 35, Subpart H, as applicable, and with any conditions the Commission imposes in its orders concerning Seller's market-based rate authority, including orders in which the Commission authorizes Seller to engage in affiliate sales under this Tariff or otherwise restricts or limits the Seller's market-based rate authority. Failure to comply with the applicable provisions of 18 C.F.R. Part 35, Subpart H, and with any orders of the Commission concerning Seller's market-based rate authority, will constitute a violation of this Tariff.
6. Limitations and Exemptions Regarding Market-Based Rate Authority. Seller does not have limitations on its market-based rate authority, except as otherwise provided in this Tariff. The Commission granted Seller the following waivers and exemptions in connection with Seller's market-based rate authority: (a) waiver of Subparts B and C of Part 35 of the Commission's regulations requiring the filing of rate schedules, except for Sections 35.12(a), 35.13(b), 35.15. and 35.16; (b) waiver of the accounting and related reporting requirements under Parts 41 and 141 of the Commission's regulations, with the exception of 18 C.F.R. §§ 141.14 and 141.15; (c) waiver of the accounting and related reporting requirements under Part 101, with the exception that waiver of the provisions that apply to hydropower licensees has not been granted with respect to licensed hydropower projects; and (d) blanket authorization under Section 204 of the Federal Power Act, 16 U.S.C. § 824c, and Part 34 of the Commission's regulations to issue securities and assume obligations and liabilities. *See Grand View PV Solar Two LLC*, Docket No. ER16-[]-000.
7. Duration. This Tariff shall continue in effect until terminated or changed, and such termination or change becomes effective in accordance with any applicable regulatory requirements.

8. Modifications. Seller may unilaterally apply, under Section 205 of the Federal Power Act, to the Commission for a modification of this Tariff.
9. Seller Category. Seller is a Category 1 Seller, as defined in 18 C.F.R. 35.36(a), in the Southwest, Southeast, Northwest, Northeast, Central and Southwest Power Pool regions.
10. Effective Date. This Tariff is effective upon the date specified by the Commission.

ATTACHMENT 2

**Grand View PV Solar Two LLC
Asset Appendix**

Grand View PV Solar Two LLC

Asset Appendix: Generation Assets

| [A] | [B] | [C] | [D] | [E] | [F] | [G] [H] Location | | [I] | [J] | [K] | [L] | [M] |
|---|--|--------------------------------------|------------------------------|--------------------------------------|--------------------------|-----------------------------------|-------------------|-----------------|---------------------------------|--------------------------------------|---|--|
| Filing Entity and its Energy Affiliates | Docket # where MBR authority was granted | Generation Name (Plant or Unit Name) | Owned By | Controlled By | Date Control Transferred | Market / Balancing Authority Area | Geographic Region | In-Service Date | Capacity Rating: Nameplate (MW) | Capacity Rating: Used in Filing (MW) | Capacity Rating: Methodology Used in [K]: (N)ameplate, (S)easonal, 5-yr (U)nit, 5-yr (E)IA, (A)lternative | End Note Number (Enter text in End Note Tab) |
| Grand View PV Solar Two LLC | ER16-[]-000 | Grand View Solar Park | Grand View PV Solar Two, LLC | CRE-Grandview Idaho LLC | 7-Nov-14 | IPCO | Northwest | Nov-16 | 80 MW | 80 MW | S | |
| Five Points Solar Park LLC | ER16-2019-000 | Five Points Solar Park | Five Points Solar Park LLC | CRE-Five Points Solar California LLC | 5-Jul-16 | CAISO | Southwest | Aug-16 | 60 MW | 60 MW | S | |

Grand View PV Solar Two LLC

Asset Appendix: End Notes

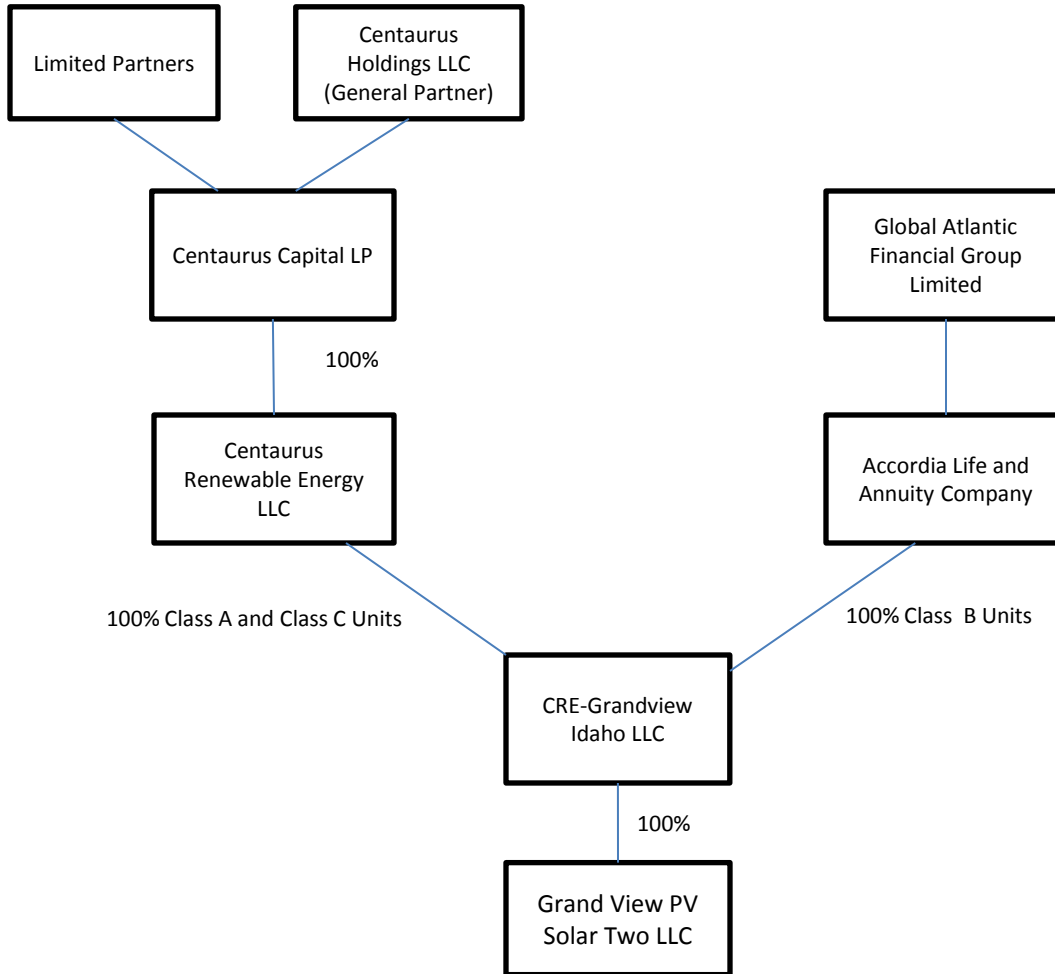
End Notes for Entries in the Generation, Long-term PPA and Transmission Lists

| [A] End Note Number | [B] List (Generation, PPA or Transmission) | [C] Explanatory Note |
|------------------------|---|-------------------------|
| | | |
| | | |
| | | |
| | | |

ATTACHMENT 3

**Grand View PV Solar Two LLC
Organizational Chart**

Ownership of Grand View PV Solar Two LLC



ATTACHMENT 4

**Grand View PV Solar Two LLC
Pivotal Supplier and Market Share Screen Analysis**

Generation Owned or Controlled by Grand View PV Solar Two LLC

| Balancing Authority Area | Generation Facility | Capacity | |
|--------------------------|-------------------------|-------------|-------------|
| | | Summer (MW) | Winter (MW) |
| IPCO | Grand View PV Solar Two | 80 | 80 |
| IPCO | | 80 | 80 |

Grand View PV Solar Two LLC is not affiliated with any other operational generating facilities in IPCO or first-tier markets.

Summary Results

Summary Results

| Market/ Scenario | Exhibit | Pivotal Supplier | Exhibit | Market Share Analysis | | | |
|-----------------------------------|------------------|---------------------|------------------|-----------------------|--------|--------|------|
| | | | | Winter | Spring | Summer | Fall |
| IPCO, Base | IPCO- PSA (Base) | Pass | IPCO- MSA (Base) | 5.0% | 4.5% | 9.7% | 5.0% |
| IPCO, High Hydro/Wind Sensitivity | IPCO- PSA (High) | Pass | IPCO- MSA (High) | 4.5% | 3.6% | 6.0% | 3.9% |
| IPCO, Low Hydro/Wind Sensitivity | IPCO- PSA (Low) | Pass | IPCO- MSA (Low) | 6.1% | 4.9% | 10.8% | 5.5% |

Part I – Pivotal Supplier Analysis

Applicant-> **Grand View PV Solar Two LLC**
 Market -> **IPCO**
 Data Year -> **Dec 2013-Nov 2014**

| Row | Generation | Reference |
|--|--|--------------------|
| Seller and Affiliate Capacity (owned or controlled) | | |
| A | Installed Capacity (from inside the study area) | 80 |
| A1 | Remote Capacity (from outside the study area) | - |
| B | Long-Term Firm Purchases (from inside the study area) | - |
| B1 | Long-Term Firm Purchases (from outside the study area) | - |
| C | Long-Term Firm Sales (in and outside the study area) | - |
| D | Uncommitted Capacity Imports | - |
| No uncommitted capacity in first-tier markets | | |
| Non-Affiliate Capacity (owned or controlled) | | |
| E | Installed Capacity (from inside the study area) | 1,873 |
| E1 | Remote Capacity (from outside the study area) | 1,350 |
| F | Long-Term Firm Purchases (from inside the study area) | 135 |
| F1 | Long-Term Firm Purchases (from outside the study area) | - |
| G | Long-Term Firm Sales (in and outside the study area) | 173 |
| H | Uncommitted Capacity Imports | 709 |
| I | Study Area Reserve Requirement | 219 |
| J | Amount of Line I Attributable to Seller, if any | - |
| K | Total Uncommitted Supply (A+A1+B+B1+D+E+E1+F+F1+H-C-G-I-M) | 462 |
| Load | | |
| L | Balancing Authority Area Annual Peak Load | 3,551 |
| M | Average Daily Peak Native Load in Peak Month | 3,293 |
| N | Amount of Line M Attributable to Seller, if any | - |
| O | Wholesale Load (L-M) | 258 |
| P | Net Uncommitted Supply (K-O) | 204 |
| Q | Seller's Uncommitted Capacity (A+A1+B+B1+D-C-J-N) | 80 |
| Result of Pivotal Supplier Screen (Pass if Line Q < Line P) (Fail if Line Q > Line P) | | Pass |
| Total Imports (Sum D,H), as filed by Seller -> | | 709 |
| % of SIL for Seller's imported capacity -> | | 0.00 |
| % of SIL for Other's imported capacity -> | | 1.00 |
| SIL value -> | | - |
| Do Total Imports exceed the SIL value? -> | | Yes |
| | | Assumed to be zero |

Idaho Power Company, Market Based Rate Triennial Analysis, Docket No. ER16-2091 , filed June 30, 2016, Affidavit of Eric Korman, Exhibit EK-5.

Part II – Market Share Analysis

Applicant-> **Grand View PV Solar Two LLC**
 Study Area -> **IPCO**
 Data Year -> **Dec 2013-Nov 2014**

| Row | As filed by the Applicant/Seller | | | | Reference | |
|---|---|----------------|----------------|--------------|-----------|---|
| | Winter (MW) | Spring (MW) | Summer (MW) | Fall (MW) | | |
| Seller and Affiliate Capacity (owned, controlled or under LT contract) | | | | | | |
| A | Installed Capacity (inside the study area) | 80 | 80 | 80 | 80 | Generation |
| A1 | Remote Capacity (from outside the study area) | - | - | - | - | |
| B | Long-Term Firm Purchases (inside the study area) | - | - | - | - | |
| B1 | Long-Term Firm Purchases (from outside the study area) | - | - | - | - | |
| C | Long-Term Firm Sales (in and outside the study area) | - | - | - | - | |
| D | Seasonal Average Planned Outages | - | - | - | - | |
| E | Uncommitted Capacity Imports | - | - | - | - | No uncommitted capacity in first-tier markets |
| Capacity Deductions | | | | | | |
| F | Average Peak Native Load in the Season | 2,153 | 1,994 | 2,873 | 1,990 | Idaho Power Triennial |
| G | Amount of Line F Attributable to Seller, if any | - | - | - | - | |
| H | Amount of Line F Attributable to Non-Affiliates, if any | 2,153 | 1,994 | 2,873 | 1,990 | |
| I | Study Area Reserve Requirement | 196 | 164 | 203 | 174 | Idaho Power Triennial |
| J | Amount of Line I Attributable to Seller, if any | - | - | - | - | |
| K | Amount of Line I Attributable to Non-Affiliates, if any | 196 | 164 | 203 | 174 | |
| Non-Affiliate Capacity (owned, controlled or under LT contract) | | | | | | |
| L | Installed Capacity (inside the study area) | 1,839 | 1,998 | 1,821 | 1,668 | Idaho Power Triennial |
| L1 | Remote Capacity (from outside the study area) | 1,269 | 1,295 | 1,350 | 1,299 | Idaho Power Triennial |
| M | Long-Term Firm Purchases (inside the study area) | 71 | 133 | 132 | 81 | Idaho Power Triennial |
| M1 | Long-Term Firm Purchases (from outside the study area) | - | - | - | - | |
| N | Long-Term Firm Sales (in and outside the study area) | 113 | 185 | 171 | 129 | Idaho Power Triennial |
| O | Seasonal Average Planned Outages | 1 | 346 | 23 | 40 | Idaho Power Triennial |
| P | Uncommitted Capacity Imports | 792 | 961 | 709 | 797 | Idaho Power Triennial |
| Supply Calculation | | | | | | |
| Q | Total Competing Supply (L+L1+M+M1+P-H-K-N-O) | 1,508 | 1,696 | 741 | 1,512 | |
| R | Seller's Uncommitted Capacity (A+A1+B+B1+E-C-D-G-J) | 80 | 80 | 80 | 80 | |
| S | Total Seasonal Uncommitted Capacity (Q+R) | 1,588 | 1,776 | 821 | 1,592 | |
| T | Seller's Market Share (R÷S) | 5.0% | 4.5% | 9.7% | 5.0% | |
| | Results (Pass if < 20% and Fail if ≥ 20%) | Pass | Pass | Pass | Pass | |
| U | Total Imports, as filed by Seller (E+P) | 792 | 961 | 709 | 797 | |
| V | SIL value* | 792 | 961 | 709 | 797 | |
| | Do Total Imports exceed SIL value? (is U<=V) | No | No | No | No | |

Idaho Power Company, Market Based Rate Triennial Analysis, Docket No. ER16-2091 , filed June 30, 2016, Affidavit of Eric Korman, Exhibit EK-5.

Part I – Pivotal Supplier Analysis

Applicant-> **Grand View PV Solar Two LLC**
 Market -> **IPCO**
 Data Year -> **Dec 2013-Nov 2014**

| Row | Generation | Reference |
|--|--|------------------|
| Seller and Affiliate Capacity (owned or controlled) | | |
| A | Installed Capacity (from inside the study area) | 80 |
| A1 | Remote Capacity (from outside the study area) | - |
| B | Long-Term Firm Purchases (from inside the study area) | - |
| B1 | Long-Term Firm Purchases (from outside the study area) | - |
| C | Long-Term Firm Sales (in and outside the study area) | - |
| D | Uncommitted Capacity Imports | - |
| No uncommitted capacity in first-tier markets | | |
| Non-Affiliate Capacity (owned or controlled) | | |
| E | Installed Capacity (from inside the study area) | 2,417 |
| E1 | Remote Capacity (from outside the study area) | 1,350 |
| F | Long-Term Firm Purchases (from inside the study area) | 155 |
| F1 | Long-Term Firm Purchases (from outside the study area) | - |
| G | Long-Term Firm Sales (in and outside the study area) | 198 |
| H | Uncommitted Capacity Imports | 709 |
| I | Study Area Reserve Requirement | 219 |
| J | Amount of Line I Attributable to Seller, if any | - |
| K | Total Uncommitted Supply (A+A1+B+B1+D+E+E1+F+F1+H-C-G-I-M) | 1,000 |
| Load | | |
| L | Balancing Authority Area Annual Peak Load | 3,551 |
| M | Average Daily Peak Native Load in Peak Month | 3,293 |
| N | Amount of Line M Attributable to Seller, if any | - |
| O | Wholesale Load (L-M) | 258 |
| P | Net Uncommitted Supply (K-O) | 742 |
| Q | Seller's Uncommitted Capacity (A+A1+B+B1+D-C-J-N) | 80 |
| Result of Pivotal Supplier Screen (Pass if Line Q < Line P) (Fail if Line Q > Line P) | | Pass |
| Total Imports (Sum D,H), as filed by Seller -> | | 709 |
| % of SIL for Seller's imported capacity -> | | 0.00 |
| % of SIL for Other's imported capacity -> | | 1.00 |
| SIL value -> | | 709 |
| Do Total Imports exceed the SIL value? -> | | No |

Idaho Power Company, Market Based Rate Triennial Analysis, Docket No. ER16-2091 , filed June 30, 2016, Workpapers of Eric Korman.

Part II – Market Share Analysis

Applicant-> **Grand View PV Solar Two LLC**
 Study Area -> **IPCO**
 Data Year -> **Dec 2013-Nov 2014**

| Row | As filed by the Applicant/Seller | | | | Reference | |
|---|---|----------------|----------------|--------------|-----------|---|
| | Winter (MW) | Spring (MW) | Summer (MW) | Fall (MW) | | |
| Seller and Affiliate Capacity (owned, controlled or under LT contract) | | | | | | |
| A | Installed Capacity (inside the study area) | 80 | 80 | 80 | 80 | Generation |
| A1 | Remote Capacity (from outside the study area) | - | - | - | - | |
| B | Long-Term Firm Purchases (inside the study area) | - | - | - | - | |
| B1 | Long-Term Firm Purchases (from outside the study area) | - | - | - | - | |
| C | Long-Term Firm Sales (in and outside the study area) | - | - | - | - | |
| D | Seasonal Average Planned Outages | - | - | - | - | |
| E | Uncommitted Capacity Imports | - | - | - | - | No uncommitted capacity in first-tier markets |
| Capacity Deductions | | | | | | |
| F | Average Peak Native Load in the Season | 2,153 | 1,994 | 2,873 | 1,990 | Idaho Power Triennial |
| G | Amount of Line F Attributable to Seller, if any | - | - | - | - | |
| H | Amount of Line F Attributable to Non-Affiliates, if any | 2,153 | 1,994 | 2,873 | 1,990 | |
| I | Study Area Reserve Requirement | 196 | 164 | 203 | 174 | Idaho Power Triennial |
| J | Amount of Line I Attributable to Seller, if any | - | - | - | - | |
| K | Amount of Line I Attributable to Non-Affiliates, if any | 196 | 164 | 203 | 174 | |
| Non-Affiliate Capacity (owned, controlled or under LT contract) | | | | | | |
| L | Installed Capacity (inside the study area) | 2,049 | 2,455 | 2,330 | 2,114 | Idaho Power Triennial |
| L1 | Remote Capacity (from outside the study area) | 1,269 | 1,295 | 1,350 | 1,299 | Idaho Power Triennial |
| M | Long-Term Firm Purchases (inside the study area) | 76 | 149 | 149 | 90 | Idaho Power Triennial |
| M1 | Long-Term Firm Purchases (from outside the study area) | - | - | - | - | |
| N | Long-Term Firm Sales (in and outside the study area) | 119 | 192 | 192 | 134 | Idaho Power Triennial |
| O | Seasonal Average Planned Outages | 1 | 346 | 23 | 40 | Idaho Power Triennial |
| P | Uncommitted Capacity Imports | 792 | 961 | 709 | 797 | Idaho Power Triennial |
| Supply Calculation | | | | | | |
| Q | Total Competing Supply (L+L1+M+M1+P-H-K-N-O) | 1,716 | 2,162 | 1,246 | 1,962 | |
| R | Seller's Uncommitted Capacity (A+A1+B+B1+E-C-D-G-J) | 80 | 80 | 80 | 80 | |
| S | Total Seasonal Uncommitted Capacity (Q+R) | 1,796 | 2,242 | 1,326 | 2,042 | |
| T | Seller's Market Share (R÷S) | 4.5% | 3.6% | 6.0% | 3.9% | |
| | Results (Pass if < 20% and Fail if ≥ 20%) | Pass | Pass | Pass | Pass | |
| U | Total Imports, as filed by Seller (E+P) | 792 | 961 | 709 | 797 | |
| V | SIL value* | 792 | 961 | 709 | 797 | |
| | Do Total Imports exceed SIL value? (is U<=V) | No | No | No | No | |

Part I – Pivotal Supplier Analysis

Applicant-> **Grand View PV Solar Two LLC**
 Market -> **IPCO**
 Data Year -> **Dec 2013-Nov 2014**

Row

| Generation | | Reference |
|--|--|---|
| Seller and Affiliate Capacity (owned or controlled) | | |
| A | Installed Capacity (from inside the study area) | 80 |
| A1 | Remote Capacity (from outside the study area) | - |
| B | Long-Term Firm Purchases (from inside the study area) | - |
| B1 | Long-Term Firm Purchases (from outside the study area) | - |
| C | Long-Term Firm Sales (in and outside the study area) | - |
| D | Uncommitted Capacity Imports | - |
| | | No uncommitted capacity in first-tier markets |

| Non-Affiliate Capacity (owned or controlled) | | |
|---|--|-------|
| E | Installed Capacity (from inside the study area) | 1,808 |
| E1 | Remote Capacity (from outside the study area) | 1,350 |
| F | Long-Term Firm Purchases (from inside the study area) | 138 |
| F1 | Long-Term Firm Purchases (from outside the study area) | - |
| G | Long-Term Firm Sales (in and outside the study area) | 180 |
| H | Uncommitted Capacity Imports | 709 |
| I | Study Area Reserve Requirement | 219 |
| J | Amount of Line I Attributable to Seller, if any | - |
| K | Total Uncommitted Supply (A+A1+B+B1+D+E+E1+F+F1+H-C-G-I-M) | 392 |

| Load | | |
|--|---|-------------|
| L | Balancing Authority Area Annual Peak Load | 3,551 |
| M | Average Daily Peak Native Load in Peak Month | 3,293 |
| N | Amount of Line M Attributable to Seller, if any | - |
| O | Wholesale Load (L-M) | 258 |
| P | Net Uncommitted Supply (K-O) | 134 |
| Q | Seller's Uncommitted Capacity (A+A1+B+B1+D-C-J-N) | 80 |
| Result of Pivotal Supplier Screen (Pass if Line Q < Line P) (Fail if Line Q > Line P) | | Pass |

| | |
|--|------|
| Total Imports (Sum D,H), as filed by Seller -> | 709 |
| % of SIL for Seller's imported capacity -> | 0.00 |
| % of SIL for Other's imported capacity -> | 1.00 |
| SIL value -> | 709 |
| Do Total Imports exceed the SIL value? -> | No |

Part II – Market Share Analysis

Applicant-> **Grand View PV Solar Two LLC**
 Study Area -> **IPCO**
 Data Year -> **Dec 2013-Nov 2014**

| Row | As filed by the Applicant/Seller | | | | Reference | |
|---|---|----------------|----------------|--------------|-----------|---|
| | Winter (MW) | Spring (MW) | Summer (MW) | Fall (MW) | | |
| Seller and Affiliate Capacity (owned, controlled or under LT contract) | | | | | | |
| A | Installed Capacity (inside the study area) | 80 | 80 | 80 | 80 | Generation |
| A1 | Remote Capacity (from outside the study area) | - | - | - | - | |
| B | Long-Term Firm Purchases (inside the study area) | - | - | - | - | |
| B1 | Long-Term Firm Purchases (from outside the study area) | - | - | - | - | |
| C | Long-Term Firm Sales (in and outside the study area) | - | - | - | - | |
| D | Seasonal Average Planned Outages | - | - | - | - | |
| E | Uncommitted Capacity Imports | - | - | - | - | No uncommitted capacity in first-tier markets |
| Capacity Deductions | | | | | | |
| F | Average Peak Native Load in the Season | 2,153 | 1,994 | 2,873 | 1,990 | Idaho Power Triennial |
| G | Amount of Line F Attributable to Seller, if any | - | - | - | - | |
| H | Amount of Line F Attributable to Non-Affiliates, if any | 2,153 | 1,994 | 2,873 | 1,990 | |
| I | Study Area Reserve Requirement | 196 | 164 | 203 | 174 | Idaho Power Triennial |
| J | Amount of Line I Attributable to Seller, if any | - | - | - | - | |
| K | Amount of Line I Attributable to Non-Affiliates, if any | 196 | 164 | 203 | 174 | |
| Non-Affiliate Capacity (owned, controlled or under LT contract) | | | | | | |
| L | Installed Capacity (inside the study area) | 1,560 | 1,872 | 1,745 | 1,540 | Idaho Power Triennial |
| L1 | Remote Capacity (from outside the study area) | 1,269 | 1,295 | 1,350 | 1,299 | Idaho Power Triennial |
| M | Long-Term Firm Purchases (inside the study area) | 61 | 124 | 131 | 87 | Idaho Power Triennial |
| M1 | Long-Term Firm Purchases (from outside the study area) | - | - | - | - | |
| N | Long-Term Firm Sales (in and outside the study area) | 110 | 184 | 173 | 139 | Idaho Power Triennial |
| O | Seasonal Average Planned Outages | 1 | 346 | 23 | 40 | Idaho Power Triennial |
| P | Uncommitted Capacity Imports | 792 | 961 | 709 | 797 | Idaho Power Triennial |
| Supply Calculation | | | | | | |
| Q | Total Competing Supply (L+L1+M+M1+P-H-K-N-O) | 1,222 | 1,564 | 663 | 1,381 | |
| R | Seller's Uncommitted Capacity (A+A1+B+B1+E-C-D-G-J) | 80 | 80 | 80 | 80 | |
| S | Total Seasonal Uncommitted Capacity (Q+R) | 1,302 | 1,644 | 743 | 1,461 | |
| T | Seller's Market Share (R÷S) | 6.1% | 4.9% | 10.8% | 5.5% | |
| | Results (Pass if < 20% and Fail if ≥ 20%) | Pass | Pass | Pass | Pass | |
| U | Total Imports, as filed by Seller (E+P) | 792 | 961 | 709 | 797 | |
| V | SIL value* | 792 | 961 | 709 | 797 | |
| | Do Total Imports exceed SIL value? (is U<=V) | No | No | No | No | |

ATTACHMENT 5

**Excerpts from the First Amended and
Restated Limited Liability Company Agreement of
CRE-Grandview Idaho LLC**

Attachment 5

Excerpts from the First Amended and Restated Limited Liability Company Agreement of CRE-Grandview Idaho LLC

Section 5.5 General Voting Procedures. Each outstanding Class A Unit shall be entitled to one vote on each matter submitted to a vote of the Class A Units. Each outstanding Class B Unit shall be entitled to one vote on each matter submitted to a vote of the Class B Units. Each outstanding Class C Unit shall be entitled to one vote on each matter submitted to a vote of the Class C Units. Each outstanding Preferred Unit shall be entitled to one vote on each matter submitted to a vote of the Preferred Units. Except for the right of the Class B Members to consent to certain actions as specifically set forth in Section 5.8, the Class B Members, the Class C Members, the Preferred Members and other classes of Members (if any, and subject to the Board's discretion to provide voting rights with respect to any class of Units issued after the Effective Date) shall have no voting rights in such capacities. For purposes of voting on matters submitted to the Members, other than a matter for which the affirmative vote of the holders of a greater or lesser specified percentage of the Class A Units entitled to vote is required by the Act (notwithstanding the terms of this Agreement) or by this Agreement and other than matters that require the Requisite Class B Consent, the approval of a Class A Majority is the act of the Members. Unless otherwise provided by the Board and except to the extent otherwise required by applicable law (notwithstanding the terms of this Agreement) or specifically provided for in this Agreement, all governance, management, and other decisions or matters regarding the Company or its operations, assets, liabilities and Interests shall be determined exclusively by the Board and no votes of the Members shall be required or permitted.

Section 5.8 Actions Requiring Requisite Class B Consent. The Company shall not, and shall not cause or permit any Subsidiary to, take, approve or otherwise ratify any of the following actions without the Requisite Class B Consent:

- (a) engage in any business or activity other than as set forth in Section 3.4 (in the case of the Company) or the Project Company Business (in the case of any Subsidiary);
- (b) take any action to cause the Company to be classified as other than a partnership (or to be classified as a publicly traded partnership) for U.S. federal income tax purposes, or to cause any Subsidiary of the Company to be treated other than as a partnership (that is not a publicly traded partnership) or a disregarded entity for U.S. federal income tax purposes;
- (c) make any tax election other than as provided in this Agreement or seek a private letter ruling from the Internal Revenue Service;
- (d) permit any asset of the Company or any Subsidiary to be held by any Member or commingle funds of the Company or any Subsidiary with funds of any other Person;

(e) after the Project commences selling electricity, knowingly take any action that would cause the Project to cease to be an exempt wholesale generator (as defined in PUHCA) entitled to the benefit of exemption from PUHCA pursuant to 18 C.F.R. §292.602 (or knowingly fail to take any action needed for the Project to continue to be an exempt wholesale generator (as defined in PUHCA)) and be entitled to the benefit of exemption from PUHCA pursuant to 18 C.F.R. §292.602;

(f) (i) incur any indebtedness for borrowed money in excess of \$1,000,000 in the aggregate or (ii) grant any consensual lien, security interest, pledge, mortgage or other encumbrance on any assets of the Company or any Subsidiary, other than liens in the ordinary course of business in favor of an equipment lessor, an engineering, procurement and construction contractor, or a materials or component supplier;

(g) sell, assign, lease, transfer, or otherwise dispose of any of its assets, including by operation of law, other than (i) prior to the Centaurus Transfer Date, sales of power following the expiration of the Power Purchase Agreement or of excess power not required to be delivered under the Power Purchase Agreement, (ii) sales of renewal energy credits and (iii) dispositions of assets that are damaged, worn-out or obsolete;

(h) enter into any agreement, arrangement or transaction with, or for the benefit of, or make any payment to, any Member or any Affiliate of any Member, other than payments pursuant to this Agreement;

(i)

(x) enter into or amend any agreement, arrangement or transaction with, or for the benefit of, Clenera or any Affiliate of Clenera; or

(y) make any payment to Clenera or any Affiliate of Clenera, other than payments pursuant to the Management Services Agreements approved in accordance with the foregoing clause (i)(x);

(j) (i) acquire any assets other than (A) in the ordinary course of business of the Project Company Business or (B) in connection with Permitted Plant Upgrades, (ii) merge or consolidate with any other Person or (iii) liquidate, wind up or dissolve (or suffer any liquidation or dissolution);

(k) (x) make any loan, advance, extension of credit, or capital contribution to, (y) make any investment in, or purchase or commit to purchase any stock or other securities of or interests in, or (z) enter into any joint venture, partnership, or other similar arrangement with, any Person, other than:

(i) Permitted Investments;

(ii) prepaid expenses incurred in the ordinary course of business; and

(iii) accounts receivable created in the ordinary course of business;

it being understood that this clause (k) shall not restrict purchases of equipment or other assets (not constituting loans, stock or other securities) to be used in the Project Company Business;

(l) hire any employees or establish any employee benefit or compensation plan;

(m) change its Fiscal Year or its method of accounting (other than immaterial changes in methods or as required by GAAP);

(n) knowingly take any action that would result in a material breach or material event of default under, or result in the termination of, any agreements pursuant to which the Project is developed;

(o) enter into any swap, cap, floor, collar, option, exchange or similar transaction related to interest rates, currency exchange rates, commodity prices, securities prices or financial market conditions; provided that the foregoing shall not prohibit sales described in clauses (g)(i) and (ii);

(p) amend, supplement, or restate this Agreement or the Certificate, except that Exhibits A and B may be updated in accordance with this Agreement as in effect on the date hereof;

(q) redeem or repurchase Equity Interests;

(r) form any Subsidiaries or permit the Transfer of the Equity Interests of any Subsidiary (other than the sale of Equity Interests of the Project Company to a Qualified Tax Investor);

(s) make distributions or accept Capital Contributions, in each case, other than in cash;

(t) voluntarily or permanently remove any Project from service; provided that the foregoing shall not prohibit a temporary interruption of service for required maintenance or repair or for other operational or regulatory emergency, provided that such shut temporary interruption of service is no longer in duration than is reasonably necessary;

(u) amend or waive any of the Project Agreements in any manner materially adverse to any Class B Member, or terminate any of the Project Agreements;

(v) revise the Planned Project, or consent to or cause any action or actions that would result in a revision to the Planned Project, if such revision (together with any other revision since the Effective Date) increases, or could reasonably be expected to require an increase, in the aggregate amount of Capital Contributions needed from any

Member from and after the Effective Date of more than the Capital Commitments of such Member, in each case, other than in connection with a Permitted Plant Upgrade; or

(w) if the Class B Majority participates, or commits to participate, in the issuance of Units to fund a Permitted Plant Upgrade, revise the plan for the Permitted Plant Upgrade or consent to or cause any action or actions that would result in a revision to the plan for the Permitted Plant Upgrade, if such revision (together with any other revision since the Effective Date) increases, or could reasonably be expected to require an increase, in the aggregate amount of Capital Contributions for the Permitted Plant Upgrade.

4.4 Transfer Restrictions; Substitute Members.

(a) Transfer Restrictions.

(ii) Class A Member Transfer Restrictions. No Class A Member may Transfer all or any part of such Member's Class A Units unless (A) (1) in the case of a Transfer prior to the Mechanical Completion, the Requisite Class B Consent is obtained for such Transfer in advance, such consent not to be unreasonably withheld, delayed or conditioned, (2) in the case of a Transfer on or after Mechanical Completion and prior to the second anniversary of the Completion of Development Date, (x) the Transferee is a Qualified Class A Transferee and (y) such Transfer shall not adversely affect the satisfaction of any conditions to closing of the investment in the Project Company by a Qualified Tax Investor, if applicable, and will not adversely affect the marketability of the investment in the Project Company by a Qualified Tax Investor (to the extent definitive documentation for such investment has not been executed and delivered by a Qualified Tax Investor); provided that, in the case of a Transfer pursuant to this clause (2) prior to the Completion of Development Date, Centaurus shall remain subject to the funding obligations of the Class A Members hereunder, and the obligations set forth in Section 6.1(c), until the Completion of Development Date, (3) the Transfer occurs on or after the second anniversary of the Completion of Development Date or (4) the Transferee is an Affiliate of the Class A Member; provided that, in the case of a Transfer pursuant to this clause (4) prior to the Completion of Development Date, Centaurus shall remain subject to the funding obligations of the Class A Members hereunder, and the obligations set forth in Section 6.1(c), until the Completion of Development Date, (B) other than a Transfer described in clause (ii)(A)(4), such Transfer triggers the provisions of Section 4.6, and such provisions have been complied with, (C) such Transfer complies with all applicable provisions of this Agreement and (D) except in the case of a Transfer pursuant to clause (ii)(A)(4) above, such Transfer is for all (and not less than all) of the Class A Units.

(c) Unless approved by the Board with the Requisite Class B Consent, no Member may Transfer in any manner whatsoever all or any part of such Member's Interest if, after giving effect to such Transfer, the Company would:

(i) be classified as other than a partnership (or be classified as a publicly traded partnership) for U.S. federal income tax purposes; or

(ii) terminate under Section 708(b)(1)(B) of the Code, treating for purposes of this Section 4.4 the term "Transfer" to include any sale or exchange of the Interest deemed to occur for purposes of Section 708(b)(1)(B) of the Code.

6.1 Management.

(d) The Project Company will be managed by the Company, its sole member. The Operations Committee shall not permit the Company or the Project Company to take any action that requires the Requisite Class B Consent unless such consent has been received in accordance with this Agreement.

6.7 Regular Meetings.

Regular meetings of the Board shall be scheduled and held as determined by the Board on not less than fifteen Business Days' notice to each other Manager which notice may be delivered personally or by mail (including e-mail), telephone or facsimile. If both Class B Representatives give written notice ("**Notice to Reschedule**") within ten Business Days after any notice of a meeting that they are not able to attend such meeting, the meeting shall be rescheduled to another time at least fifteen Business Days in advance of the meeting. The Board shall not be required to reschedule a meeting more than once (for any meeting) pursuant to this provision. Unless the Requisite Class B Consent is obtained, regular meetings of the Board shall be held, in person or telephonically, at least quarterly.

8.3 Tax Allocations; Section 704(c).

(b) The Company, for U.S. federal income tax purposes, shall allocate items of income, gain, loss, depreciation, cost recovery, and amortization deductions attributable to an Contributed Property with a Built-In Gain or Built-In Loss pursuant to Section 704(c) of the Code using any method permitted pursuant to Treasury Regulations Section 1.704-3, as determined by the Board with the Requisite Class B Consent. Similar allocations shall be made in the event the Gross Asset Value of Company Properties subject to depreciation, cost recovery, or amortization are adjusted pursuant to the definition of "Gross Asset Value." If an existing Member acquires additional Interest, such allocations shall apply only to the extent of its additional Interest. No allocation under Section 704(c) of the Code shall be charged or credited to a Member's Capital Account.

12.7 Amendments.

This Agreement or the Certificate may be amended, supplemented, or restated only upon the written consent of the Class A Majority and the Class B Majority, and in the case of any amendment that affects specific rights and obligations of the Class C Members or the Preferred Members, the Class C Majority or the Preferred Majority, as applicable; provided that Exhibit A and Exhibit B may be amended to reflect the admission of new Members, issuance, repurchase or redemption of Units, Transfers of Units, Withdrawals, Capital Contributions and changes in Capital Commitments, all to the extent in accordance with this Agreement, including the receipt of Requisite Class B Consent.

Definitions

“Agreed Value” means (a) in the case of contributions or distributions of cash, the amount thereof and (b) in the case of any contributions or distributions of Property other than in the form of cash, the fair market value of that Property as determined by the Board with the Requisite Class B Consent.

“Distributable Cash” means, as of any Distribution Date, all cash and Permitted Investments (excluding the proceeds of Capital Contributions) held by the Company and its Subsidiaries as of such date less all operating and maintenance expenses and reserves that, in the reasonable judgment of the Board, are necessary or appropriate for the operation of the Company or the Project. Reasonable reserves shall consist of any combination of the following reserves as reasonably determined by the Board: (a) necessary for payment of expenses included in the annual operating plan and budget, (b) necessary to prevent or mitigate an emergency situation, (c) established with the Requisite Class B Consent, (d) necessary to allow the Company to meet expenses that are clearly identified and expected with reasonable certainty to become due, but that are not included in the annual operating plan and budget, or (e) necessary to ensure sufficient spare parts or the payment of operational and maintenance costs for the Project.

“Gross Asset Value” means with respect to any Property, the Property’s adjusted basis for U.S. federal income tax purposes, except as follows:

(a) the initial Gross Asset Value of any Property contributed by a Member to the Company shall be the Agreed Value;

(b) immediately prior to the occurrence of a Revaluation Event, the Gross Asset Values of all Properties shall be adjusted to equal their respective fair market values (taking Section 7701(g) of the Code into account), as determined by the Board with the Requisite Class B Consent; provided, however, if any Noncompensatory Option is outstanding upon the occurrence of a Revaluation Event, Gross Asset Values shall be adjusted in accordance with Treasury Regulations Sections 1.704-1(b)(2)(iv)(f)(1) and 1.704-1(b)(2)(iv)(h)(2);

(c) the Gross Asset Value of any Property distributed to any Member shall be adjusted to equal the fair market value (taking Section 7701(g) of the Code into account) of such Property on the date of distribution, as such fair market value is determined by the Board with the Requisite Class B Consent; and

(d) the Gross Asset Values of each Property shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such Property pursuant to Section 734(b) or Section 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) and clause (f) of the definition of "Profit" and "Loss"; provided, however, that Gross Asset Values shall not be adjusted pursuant to this clause (d) to the extent an adjustment pursuant to clause (a) above is required in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (d).

If the Gross Asset Value of a Property has been determined or adjusted pursuant to clause (a) or (d), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such Property, for purposes of computing Profits and Losses.

"Independent Engineer" means a firm of nationally recognized engineers with expertise in the solar industry who is not affiliated with any Member, Clenera or any of their respective Affiliates and is appointed by the Board with the Requisite Class B Consent.

"Requisite Class B Consent" means consent of the Class B Majority as set forth in Section 5.8 or otherwise in this Agreement; provided that, unless the Class B Majority gives written notice otherwise, the consent of the Class B Majority may be evidenced by consent of the Class B Representatives at a meeting of the Board acting on such matter.