

EXHIBIT A

Rate Schedule FERC No. 2

Shared Facilities Agreement Between NextEra Blythe Solar Energy Center, LLC, Blythe Solar 110, LLC, Blythe Solar II, LLC, Blythe Solar III, LLC, and Blythe Solar IV, LLC

SHARED FACILITIES AGREEMENT

THIS SHARED FACILITIES AGREEMENT (this “**Agreement**”), by and among NextEra Blythe Solar Energy Center, LLC, a Delaware limited liability company (“**Owner**”), as owner, and Blythe Solar 110, LLC, a Delaware limited liability company (“**Blythe Solar 110**”), Blythe Solar II, LLC, a Delaware limited liability company (“**Blythe Solar II**”), Blythe Solar III, LLC, a Delaware limited liability company (“**Blythe Solar III**”), and Blythe Solar IV, LLC, a Delaware limited liability company (“**Blythe Solar IV**”, collectively, with Blythe Solar 110, Blythe Solar II and Blythe Solar III, the “**Licensees**”, each a “**Licensee**”). Owner and each of the Licensees may be referred to herein individually as a “**Party**” and collectively as the “**Parties.**” Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the LGIA (as such term is hereinafter defined). This Agreement shall be effective as of the date specified by the Federal Energy Regulatory Commission (such date, the “**Effective Date**”).

RECITALS

WHEREAS, Blythe Solar 110 owns and operates a solar electrical generation facility having the right to deliver up to 110 MWs at the Point of Interconnection (the “**Blythe Solar 110 Project**”), Blythe Solar II owns and operates a solar electrical generation facility having the right to deliver up to 125 MWs at the Point of Interconnection (the “**Blythe Solar II Project**”), Blythe Solar III is developing and will own and operate a solar electrical generation facility having the right to deliver up to 125 MWs at the Point of Interconnection (the “**Blythe Solar III Project**”), Blythe Solar IV is developing and will own and operate a solar electrical generation facility having the right to deliver up to 125 MWs at the Point of Interconnection (the “**Blythe Solar IV Project**”, collectively, with Blythe Solar 110 Project, Blythe Solar II Project and Blythe Solar III Project, the “**Projects**”, each a “**Project**”);

WHEREAS, Owner is a party to a Large Generator Interconnection Agreement by and among itself, Southern California Edison Company (“**SCE**”) and California Independent System Operator Corporation (“**CAISO**”) (the “**LGIA**”), pursuant to which Owner has the right to receive Interconnection Services (as defined in the LGIA) for one or more generating facilities with the aggregate capacity not to exceed 485 MW at the Point of Interconnection;

WHEREAS, each of the Licensees own a twenty-five percent (25%) membership interest in Owner;

WHEREAS, Owner owns, leases and/or operates certain personal property, real property, fixtures, easements, equipment and facilities described in *Exhibit A* attached hereto (the “**Shared Facilities**”) that are necessary for the interconnection of each Project to the electric transmission system of SCE; and

WHEREAS, Owner desires to grant to the Licensees the right to utilize the Shared Facilities, on the terms and conditions set forth herein, so that they may receive the service from Owner that each Licensee requires to deliver its energy to the Point of Interconnection under the LGIA (as defined in the LGIA), and which Agreement together with the LGIA will establish the

terms and conditions by which Owner will enable each Licensee to receive the service from Owner that it requires to deliver their energy to the Point of Interconnection under the LGIA;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. TERM; EARLY TERMINATION

1.1. **Term:** The term of this Agreement shall commence on the Effective Date and shall continue in effect until terminated (a) by mutual agreement of the Parties or (b) pursuant to Section 1.2.

1.2. **Early Termination:** This Agreement shall, with respect to any Licensee, automatically terminate without further action by any Party hereto and without further liability of the terminating Licensee to the other Parties hereto or any non-terminating Party to the terminating Licensee, on the date that the terminating Licensee or its successors and assigns have permanently ceased operation of its respective Project for the production of electric energy.

2. GRANT OF SHARED FACILITIES RIGHTS

2.1 **Grant:** During the term of this Agreement and on the terms and subject to the conditions hereof, Owner hereby grants to each of the Licensees, respectively, the non-exclusive right to access and utilize the Shared Facilities as may be reasonably necessary in connection with such Licensee's ownership, operation and maintenance of its respective Project.

2.2 **Essential Nature:** Owner hereby acknowledges that Licensees' rights to access and utilize the Shared Facilities described in *Exhibit A* attached hereto are essential to the production of electric energy by the respective Projects.

2.3 **Vesting:** The right to access and utilize the Shared Facilities granted to each of the respective Licensees hereunder shall vest in the Licensees as a contracting party hereunder without any transfer of title or leasehold interest in the Shared Facilities.

2.4 **Reimbursement:** In addition to any other amounts required to be paid by Licensees pursuant to Section 4.1 hereof, each of the Licensees is obligated to reimburse Owner for any and all modifications made to the Shared Facilities necessary to accommodate such Licensee's use of such facilities.

3. NATURE OF SHARED FACILITIES RIGHTS

3.1 **Limitation on Grant:** Owner grants to each of the Licensees the right to utilize the Shared Facilities, but only to the extent that such right does not (a) limit in any

material respect the ability of Owner to perform its obligations under any Owner agreement, as the same may be hereafter modified or amended, that Owner has entered into, or enters into after the date hereof, or (b) adversely affect the operations or profitability of Owner in any material respect.

3.2 **Assignment or Transfer of Rights:** Except as set forth in Section 7.7, none of the Licensees may assign or transfer the rights granted hereunder, or grant any permission, license, right of way or similar right to the rights granted hereunder, without the prior written consent of Owner (not to be unreasonably withheld, conditioned or delayed).

3.3 **Prior Written Consent:** Owner shall not take any action that results in the forbearance, foreclosure, termination or alteration of any of the Licensees access to, utilization of or reliance upon the Shared Facilities, without the prior written consent of each of the Licensees (not to be unreasonably withheld, conditioned or delayed).

4. MAINTENANCE OF SHARED FACILITIES

4.1 **Allocation of Certain Costs and Expenses:** Owner shall be responsible for the ownership or possession, operation, inspection, maintenance, repair, alteration, relocation, improvement and replacement of the Shared Facilities. Pursuant to the LGIA, Owner is also responsible for certain expenses, including potential costs under Section 10.5 of the LGIA for operations and maintenance expenses. The Parties hereby agree that the costs and expenses of the operation, inspection, maintenance, repair, alteration, relocation, improvement and replacement of the Shared Facilities and potential costs under the LGIA shall be allocated among the Parties as follows: (a) from the Effective Date until the first of Blythe Solar III or Blythe Solar IV energize, 50% to Blythe Solar 110 and to Blythe Solar II, (b) from the date that the first of Blythe Solar III or Blythe Solar IV energize, one-third (1/3) to Blythe Solar 110, one-third (1/3) to Blythe Solar II and one-third (1/3) to the first of Blythe Solar III or Blythe Solar IV to energize, and (c) on and after the date that both Blythe Solar III and Blythe Solar IV energize, 25% to each Licensee. Each Licensee shall pay its respective allocation (specified above) of such costs and expenses to Owner within ten (10) days of receipt from Owner of written notice specifying such costs and expenses. Owner and each of the Licensees acknowledge that as between the Parties hereto and any purchaser of power from any Licensee, the Parties hereto are responsible for all costs and charges directly caused by, associated with, or allocated to a Licensee or Owner under the LGIA, this Agreement and the CAISO Tariff, in connection with the interconnection of any Project to the CAISO Controlled Grid.

4.2 **Successor Agreement:** In the event that any of the Projects are no longer operated and maintained by a single entity for any reason, the Parties agree to use good faith efforts to negotiate mutually agreeable terms and execute a mutually agreeable agreement (or amendment to this Agreement) that specifies the division of responsibilities of the entities providing operation and maintenance services associated with the Shared Facilities.

5. CHANGE IN LAW

5.1 **Change in Law:** In the event that a change in the laws or regulations applicable to Owner, any of the Licensees, any of the Projects, or this Agreement requires the amendment, modification or replacement of this Agreement in order to satisfy any applicable federal or local regulatory requirements, the Parties agree to use good faith efforts to negotiate and implement mutually agreeable terms to accomplish such amendment, modification or replacement.

6. CERTAIN COVENANTS

6.1 **Authority and Operational Abilities.** Each of the Parties represents, as of the Effective Date, and covenants for the term of this Agreement, that such Party has the legal authority and operational abilities to fulfill its obligations under this Agreement.

6.2 **Payment of Certain Studies, Upgrades and Facilities:** In the event that any Project at any time shall pay, fund or post as security pursuant to the LGIA any amounts, facilities, upgrades, or studies to the extent arising as a result of the interconnection of any other Project, the Project in connection with whose interconnection such costs arose shall promptly pay and reimburse on demand all such costs to the Project that shall have initially paid, funded or posted the same as security.

6.3 **Observance of LGIA:** Each Party shall exercise its rights and perform its obligations under the LGIA which have been assigned to it in a manner that is reasonable and not discriminatory against the other Parties. Without limiting the generality of the foregoing, during the term of this Agreement, each Party agrees to:

- 6.3.1 Operate its respective Project in accordance with Good Utility Practice, Applicable Laws and Regulations and Applicable Reliability Standards, in each case as defined in the LGIA, and in a manner consistent with the terms of the LGIA.
- 6.3.2 Observe and facilitate Owner's compliance with all provisions of the LGIA and the CAISO Tariff to which Owner is subject (and all insurance requirements, operational limits, operating guides, operating procedures and reliability standards and requirements applicable by virtue thereof, including, without limitation, *Appendix H* to *Appendix CC* of the CAISO Tariff or its equivalent successor) as it relates to its respective Project, including Owner's securing and maintaining in full force and effect all required CAISO agreements, certifications, approvals and the CAISO Resource ID that is to be used for each of the Projects;
- 6.3.3 Not take any action (or refrain from taking any action) which would result in a breach of the LGIA;
- 6.3.4 Use all commercially reasonable efforts to promptly resolve any technical issues arising in connection with the operation of its

respective Project that might reasonably be expected to result in a default under the LGIA, and if such default occurs, to promptly cure such default in accordance with the terms of the LGIA;

- 6.3.5 Comply with all instructions, as may be communicated by Owner, in order to ensure compliance with the provisions of the LGIA with respect to its respective Project; and
- 6.3.6 Provide each other Party with all reasonable information regarding the operation and condition of its respective Project required for each other Party to maintain compliance with the terms and conditions of the LGIA.

6.4 **Allocation of Capacity; Priority of Curtailment.** Except as otherwise provided by this Section 6.4, Owner shall at all times make available or allocate interconnection capacity to each respective Project in an amount not less than the Point of Interconnection capacity of each such Project. Notwithstanding anything to the contrary in this Agreement, in the event of curtailment pursuant to the LGIA (or pursuant to applicable operating guides or applicable reliability standards and requirements), the Parties agree that the Projects shall be curtailed on a *pro rata* basis based on installed capacity of the respective Projects then in operation, except when such *pro rata* allocation would be in violation of the applicable curtailment instruction.

6.5 **Agreement to Cooperate.** Each Party agrees to reasonably cooperate with the other Parties so that, subject to the terms of this Agreement, each Project benefits from the full utilization and enjoyment of the Shared Facilities as is necessary for the efficient operation of each such Project.

6.6 **Right to Correct, Remedy, Mitigate or Cure.** Each Party shall have the right to correct, remedy, mitigate or otherwise cure any omission, failure, breach or default of any other Party where such omission, failure, breach or default could be reasonably anticipated to have a material adverse effect such Licensee's obligations under its respective power purchase agreement, the LGIA or this Agreement.

6.7 **No Liens.** Owner agrees not to grant any mortgages, liens, pledges, charges or security interests (collectively, "**Liens**") on the Shared Facilities and to keep the Shared Facilities free and clear of all Liens other than:

- 6.7.1 Liens arising by operation of law, including carriers', warehousemen's, mechanics', workmen's, materialmen's, suppliers', construction or other similar Liens arising in the ordinary course of business of Owner or incident to the construction, operation, repair, rebuilding, restoration or improvement of the Shared Facilities and which (i) are in respect of sums not yet due and payable, (ii) do not in the aggregate materially detract from the value of the property subject thereto or materially impair the use thereof in the operations of the business

of Owner or (iii) are being contested pursuant to a good faith contest, which proceedings have the effect of preventing the forfeiture or sale of the property subject to such liens and where adequate security has been posted;

- 6.7.2 Liens for taxes which are either not yet due or are subject to a good faith contest in which Owner bonds or otherwise establishes a reserves in an amount sufficient to repay the underlying obligation of such Lien shall have been established and remain in effect;
- 6.7.3 Liens, pledges or deposits to secure statutory obligations relating to worker's compensation and/or unemployment insurance or other social security legislation (other than the United States Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated and rulings issued thereunder);
- 6.7.4 pledges or deposits to secure the performance of bids, trade contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds, letters of intent, purchase orders and other obligations of a like nature incurred in the ordinary course of business;
- 6.7.5 easements, rights-of-way, licenses, restrictions (including zoning restrictions), minor imperfections in title and other similar encumbrances incurred in the ordinary course of business and that do not individually or in the aggregate materially detract from the value or suse of the Shared Facilities for the Projects; and
- 6.7.6 Liens arising out of judgments or awards in existence for less than thirty (30) days after the entry thereof or with respect to which execution has been stayed or the payment of which is covered in full (subject to a customary deductible) by adequate reserves, bonds or other security or by insurance and that do not individually or in the aggregate materially detract from the value or suse of the Shared Facilities for the Projects.

7. MISCELLANEOUS

7.1 **Relationship of Parties:** (a) The Parties do not intend to create hereby any joint venture, partnership, association or any other entity for the conduct of any business, and (b) nothing herein shall be deemed to authorize either Party to act on behalf of any other Party.

7.2 **Non-Interference:** Subject to Section 3.3, each Party agrees not to interfere with the reasonable and necessary utilization of the Shared Facilities by any other Party as permitted hereunder.

7.3 **Modification and Amendment:** The terms of this Agreement may only be modified or amended in a writing signed by all Parties hereto.

7.4 **Waiver:** The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions, rights, and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

7.5 **Enforceability:** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition, but shall be effective to the extent of such remaining provisions hereof.

7.6 **Transfer of Shared Facilities:** Except as set forth in Section 7.7, Owner may not transfer, sell, assign or sub-lease its ownership interest in the Shared Facilities or any portion thereof without the prior written consent of each of the Licensees.

7.7 **Assignment:** Neither Party may assign its rights or obligations hereunder without the prior written consent of any other Party, provided that any Party may collaterally assign this Agreement to any entity, or such entity's agent, in connection with a financing or a refinancing that is directly or indirectly secured in whole or in part by the Shared Facilities or the Projects, as applicable, and any actual assignment or transfer to another party arising from the realization upon any such collateral assignment (including, without limitation, any purchaser at a foreclosure sale) shall also be permitted without the prior written consent of any other Party. This Agreement shall be binding upon and inure to the benefit of successors and permitted assigns of the Parties hereto. Additionally, no Licensee may assign or transfer its rights or obligations under this Agreement or under the LGIA without the prior written consent of the counterparty to a power purchase and sale agreement entered into by such Licensee.

7.8 **Indemnification:** Each Party shall indemnify, defend and hold the other Parties harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the indemnifying Party's performance, or non-performance of its obligations under this Agreement or the LGIA, except in cases of gross negligence or intentional wrongdoing, by the indemnified party. However, in no event shall any Party be liable to the other Parties under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; *provided, however*, that damages for which a Party may be liable to the other Parties under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.9 **Governing Law:** This Agreement shall be governed by and constructed in accordance with the laws of the State of California, without regard to its conflict of laws provisions.

7.10 **Inspection of Records:** Each Party shall have access to any records concerning the Shared Facilities held by any other Party upon reasonable notice and at reasonable times.

7.11 **Section Headings:** The section headings in this Agreement are for convenience of reference only and shall not modify, define, expand, or limit any of the terms or provisions hereof.

7.12 **Counterparts:** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which when taken together shall constitute one and the same instrument.

7.13 **Resolution of Disputes:** Any dispute or controversy arising under this Agreement, its application or interpretation (“**Dispute**”) shall be settled definitively and exclusively in accordance with the following procedure.

7.13.1 The Dispute will first be reviewed by one member of management designated for the purpose of each Party. It is the intention of the Parties that the designated managers shall, within thirty (30) days of designation, devise a mutually agreeable solution for acceptance by all Parties.

7.13.2 If the designated managers are unable to devise an acceptable solution within thirty (30) days, or if the Parties do not accept the solution proposed, the Dispute shall be submitted to the Chief Executive Officer (“**CEO**”) of NextEra Energy Resources, LLC for resolution. The CEO may resolve the dispute personally or appoint an individual or a committee to resolve the Dispute. In delegating his authority, the CEO may impose any deadlines or direct the utilization of such procedures, if any, as he deems appropriate. The decision of the CEO or his designee shall be final and binding on each of the Parties.

7.14 **Third-Party Beneficiaries.** Each of the Parties hereto hereby grants to SCE and CAISO, as parties to the LGIA, the right, as third-party beneficiaries of this Agreement, to enforce the Parties’ obligations under Sections 6.2 and 6.3 hereunder, and acknowledges and agrees that Sections 6.2 and 6.3 are expressly for benefit of SCE, CAISO and the Parties.

7.15 **Specific Performance.** The Parties hereto may demand specific performance of this Agreement. Each Party hereby irrevocably waives any defense based on the adequacy of a remedy at law and any other defense which might be asserted to bar the remedy of specific performance.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Shared Facilities Agreement to be executed as of the date first written above.


NEXTERA BLYTHE SOLAR ENERGY CENTER, LLC

By: 
Name: Andrew Kushner
Title: Vice President

BLYTHE SOLAR 110, LLC

By: 
Name: Andrew Kushner
Title: Vice President

BLYTHE SOLAR II, LLC

By: 
Name: Andrew Kushner
Title: Vice President

BLYTHE SOLAR III, LLC

By: 
Name: Andrew Kushner
Title: Vice President

BLYTHE SOLAR IV, LLC

By: 
Name: Andrew Kushner
Title: Vice President

**EXHIBIT A
TO
SHARED FACILITIES AGREEMENT**

The “**Shared Facilities**” shall consist of the following components of the “Interconnection Customer Interconnection Facilities” (as defined in the LGIA), each of which will be located adjacent to SCE’s Colorado River Substation on real property subject to the United States Department of Interior - Bureau of Land Management Right-of-Way Grant CACA-48811 granted to NextEra Blythe Solar Energy Center (as may be amended):

1. the 34/220 kV Dracker Switchyard;
2. the Colorado River-Dracker 220kV Transmission Line;
3. the new optical ground wire (“OPGW”) on the Colorado River-Dracker 220kV Transmission Line to provide one of the two telecommunication paths required for the line protection scheme, the Remote Terminal Unit (“RTU”), and the Special Protection System (“SPS”);
4. the new single-mode fiber optic cable from the Colorado River Substation to the Generating Facilities, and associated underground vaults, risers, conduits, panels and cable, to provide the second of diverse telecommunications paths required for the line protection scheme and SPS;
5. all required CAISO approved compliant metering equipment at the Generating Facility;
6. the revenue metering cabinet(s) and all required revenue metering equipment (typically, voltage and current transformers) at the Generating Facility to meter the Generating Facility’s retail load;
7. the necessary relays and satellite synchronized clock to support the SPS requirements for the Generating Facility; and
8. the control house (a shared building) that has the individual plant controls, RTU’s and meters.

All other Interconnection Customer Interconnection Facilities shall not constitute “Shared Facilities” for purposes of this Agreement.