

WSPP AGREEMENT CONFIRMATION LETTER

This confirmation letter ("Confirmation") confirms the transaction ("Transaction") between NextEra Energy Power Marketing, LLC and Gexa Energy California, LLC, each individually a "Party" and together the "Parties", effective as of the Trade Date noted below (the "Confirmation Effective Date"). This Transaction is governed by the terms of the WSPP Agreement (including the Service Schedule R), as amended and approved by the Federal Energy Regulatory Commission (the "Master Agreement"), and this Transaction shall constitute a "REC Transaction" as defined in the Master Agreement with respect to the REC Product.

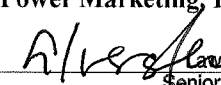
For the purposes of this Transaction, Buyer agrees to, and shall be subject to, the terms of the Master Agreement as if it has signed the Master Agreement as a member of WSPP. The netting provisions of Section 28.2 of the Master Agreement shall apply as if both Parties have executed "Exhibit A" as such term is defined in the Master Agreement. The Master Agreement and this Confirmation shall be collectively referred to herein as the "Agreement." Capitalized terms used but not otherwise defined in this Confirmation have the meanings ascribed to them in the Master Agreement, the Applicable Program, or the California ISO Tariff. If any terms in this Confirmation conflict with the RPS Rules or Master Agreement, the terms set forth in the following descending order will supersede: (i) this Confirmation, (ii) Master Agreement, (iii) Applicable Program.

Buyer	Gexa Energy California, LLC
Seller	NextEra Energy Power Marketing LLC
Product	Energy, REC Product, Resource Adequacy, and all other products for the Total Product (as defined in the Wal-Mart Confirmation) under that certain Sales Confirmation for Load Following Fixed Price Product (PG&E - California) entered into between Buyer and Wal-Mart Stores, Inc. dated October 26, 2012 (the "Wal-Mart Confirmation").
Term	January 1, 2013 through January 31, 2014
Contract Quantity	The quantity of Product required for Buyer to satisfy all of its obligations under the Wal-Mart Confirmation during the Term. For avoidance of doubt, the Contract Quantity for the Product hereunder shall equal the Contract Quantity as defined in the Wal-Mart Confirmation.
REC Product	<ul style="list-style-type: none"> • REC Product Definitions: <ul style="list-style-type: none"> ○ California RPS Category 1 Product to be Delivered as Firm Bundled RECs, which means Renewable Energy Credits bundled with associated Energy, produced by one or more Project(s) (as defined below), which meets the requirements set forth by the California Public Utilities Commission ("CPUC") in Decision 11-12-052 ("RPS Rules") in the Applicable Program, and the Product shall be Delivered pursuant to the same. ○ California RPS Category 2 Product to be Delivered as Firm Bundled RECs which means Renewable Energy Credits produced by one or more Project(s) (as defined below), which may be firmed and shaped with Substitute Energy scheduled into a California balancing authority within the calendar year, which meets the requirements set forth in the Applicable Program, and the Product shall be Delivered pursuant to the same. <ul style="list-style-type: none"> ▪ For the purposes hereunder, "Substitute Energy" means the 'incremental' Energy scheduled and delivered into a California Balancing Authority Area as required by the Applicable Program. For purposes of meeting the RPS compliance requirements hereunder, the quantity of Substitute Energy shall match the quantity of contracted-for RPS-eligible generation produced by the Project, and shall be delivered into the CAISO in a manner that meets the Buyer's and Seller's timing and quantity requirements where the original RPS-eligible generation is consumed elsewhere. ○ California RPS Category 3 Product to be Delivered as Firm RECs, which means unbundled Renewable Energy Credits without the associated Energy component, produced by one or more Project(s) (as defined below), which meets the requirements set forth in the Applicable Program, and pursuant to such, the unbundled Renewable Energy Credit shall be delivered via WREGIS.

	<ul style="list-style-type: none"> Contract Quantity for REC Product: California RPS Category 1 Product, California RPS Category 2 Product, and California RPS Category 3 Product equal to the quantity necessary during the Term for Buyer to satisfy its obligations under the Applicable Program related to the Wal-Mart Confirmation. Renewable Energy Facilities: One or more facilities that meet the requirements under relevant Applicable Program, to be selected by Seller in its sole discretion. Seller intends to deliver the bundled RECs and energy Product from the following project: <p>Vansycle II Wind Energy Center RPS ID: 60944A WREGIS ID: W1458 Located in Athena, OR consisting of 98.9 megawatts from 43 2.3-megawatt Siemens turbines (the "Project").</p> <p>Seller reserves the right to deliver the bundled REC and energy Product from alternate qualifying facilities in its sole discretion.</p> Environmental Attributes: Program Attributes only. Tracking System: WREGIS. Transfer Date: no later than the deadline(s) under the Applicable Program. Applicable Program: <ul style="list-style-type: none"> California RPS Category 1 Product: Cal. Pub. Util. Code 399.16(b)(1) and RPS Rules Section 3.5, as may be modified by subsequent legislation or subsequent decisions of the CPUC. California RPS Category 2 Product: Cal. Pub. Util. Code 399.16(b)(2) and RPS Rules Section 3.6, as may be modified by subsequent legislation or subsequent decisions of the CPUC. California RPS Category 3 Product: Cal. Pub. Util. Code 399.16(b)(3) and RPS Rules Section 3.7, as may be modified by subsequent legislation or subsequent decisions of the CPUC. Seller's Reporting Requirements: Buyer may request Seller to provide a monthly report of the hourly generation production data for the Project(s). Buyer will have five (5) Business Days to review the Production data for purposes of determining the amount of scheduled energy that meets the California RPS Category 1 Product and California RPS Category 2 Product definitions as defined herein, prior to delivery of the RECs into Buyer's WREGIS account. Once the Product determination is made and mutually agreed upon, Seller shall deliver the applicable quantity of RECs in accordance with the Delivery obligations set forth herein. Change of Law Provision: Regulatorily Continuing (Section R-5.2.2(b)).
Delivery Point for Energy	PG&E_LAP
Contract Price	The Contract Price shall be equal to the Contract Price in the Wal-Mart Confirmation less \$0.50/MWh for actual electricity usage under the Wal-Mart Confirmation. If Buyer exercises its right to adjust pricing per the "Account Additions and Deletions" section of the Wal-Mart Confirmation, then the Contract Price in this Confirmation shall be adjusted identically.

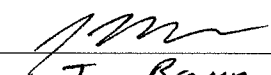
	<p>The Contract Price includes the sum of the following for each MWh of actual electricity usage under the Wal-Mart Confirmation:</p> <ul style="list-style-type: none"> • RPS premium for California RPS Category 1 Product, California RPS Category 2 Product, and California RPS Category 3 Product: \$3.05 per MWh • Energy: <ul style="list-style-type: none"> ◦ During the Ramp Up Period and Ramp Down Period, as defined in the Wal-Mart Confirmation, the energy price shall be the day-ahead locational marginal price for energy, by interval, for the Delivery Point for Energy, as published by the CAISO ◦ For the term exclusive of the Ramp Up Period and Ramp Down Period, as defined in the Wal-Mart Confirmation, the energy price shall be \$40.22 per MWh • Resource Adequacy: \$6.70 per MWh • Grid Management Charges: \$0.40 per MWh • Basis (Energy Congestion and Losses Between the Trade Hub (TH_NP15_GEN_APND) and Delivery Point for Energy: the actual cost to Seller • Ancillary Services: the actual cost to Seller • Distribution Losses: the actual cost to Seller • ISO Charges other than Grid Management Charges: the actual cost to Seller
Scheduling	<p>Seller will perform all scheduling and e-tagging requirements for this Transaction. These services will be performed consistent with all applicable CAISO and WECC scheduling protocols, and ensure compliance with Applicable Programs with respect to REC Products.</p> <p>Buyer shall designate Seller as its CAISO Scheduling Coordinator and WREGIS account administrator.</p>
Governing Law	<p>This Agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the State of California, without regard to its principles governing conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement.</p>

NextEra Energy Power Marketing, LLC

Signature: 
Name (print): Lawrence Silverstein
Title: Senior Vice President and Managing Director
Date: 12/26/12 NextEra Energy
Power Marketing, LLC



Gexa Energy California, LLC

Signature: 
Name (print): J. Brown
Title: VP Finance
Date: 12/27/12

