

**EEI MASTER POWER PURCHASE AND SALE AGREEMENT
CONFIRMATION LETTER
BETWEEN
PACIFIC GAS AND ELECTRIC COMPANY
AND
TENASKA POWER SERVICES CO.**

This confirmation letter (“Confirmation”) confirms the Transaction between Pacific Gas and Electric Company (“PG&E” or “Seller”) and Tenaska Power Services Co. (“Buyer”), each known as a “Party” and collectively as the “Parties”, dated as of April 17, 2014 (the “Confirmation Effective Date”) regarding the sale and purchase of the Product, as such term is defined below in Article 1, in accordance with and subject to the terms and provisions of the EEI Master Power Purchase and Sale Agreement, together with the Cover Sheet, any amendments and annexes thereto between Seller and Buyer dated as of December 14, 2012 (collectively, the “Master Agreement”), and Paragraph 10 of the EEI Collateral Annex to the Master Agreement (Paragraph 10 and the Collateral Annex are both referred to herein as the “Collateral Annex”) (the Master Agreement and the Collateral Annex shall be collectively referred to as the “EEI Agreement”), and this Confirmation. The EEI Agreement and this Confirmation shall be collectively referred to herein as the “Agreement”. Capitalized terms used but not defined in this Confirmation shall have the meanings ascribed to them in the EEI Agreement or the Tariff. If any term in this Confirmation conflicts with the Tariff or EEI Agreement, the definitions set forth in this Confirmation shall supersede.

**ARTICLE 1
COMMERCIAL TERMS**

Seller: PACIFIC GAS AND ELECTRIC COMPANY		Buyer: TENASKA POWER SERVICES CO.
Scheduling:	<u>Seller:</u> Day Ahead: (415) 973-6222 Alternative: (415) 973-4500 Contact information is for convenience and subject to change by Notice.	<u>Buyer:</u> Day Ahead: (817) 303-1115 Alternative: (817) 462-1528
Product:	Electric Energy and the associated Green Attributes from the Project.	
Project:	<p>All Product sold hereunder shall be generated by the facility or facilities listed in Appendix A to this Confirmation (individually and collectively, the “Project”).</p> <p>The Parties acknowledge that Seller shall have sole discretion throughout the Term to select the specific facility or facilities designated as the Project that will generate some or all of the Product.</p> <p>The Parties further acknowledge and agree that Buyer is not entitled to any additional Green Attributes produced by the Project above and beyond the Total Quantity, and Buyer is not entitled to any additional Electric Energy produced by the Project beyond the amount of Energy Quantity.</p>	

Quantity:	<p>Green Attributes: "Total Quantity" shall be equal to 50,000 MWhs of Green Attributes during the Delivery Term.</p> <p>Electric Energy: 50,000 MWhs for the Delivery Term (the "Energy Quantity"). Seller will notify the Buyer each day according to the WECC Preschedule Calendar ("Calendar") as to the amounts Seller will deliver in each hour of the following day(s) per the timing dictated by the Calendar ("Hourly Amount"). This notification process for the Hourly Amounts will occur until the Energy Quantity has been delivered. Seller anticipates delivering approximately 7,000 MWhs of Electric Energy monthly, but in no event shall Seller deliver to Buyer more than the Energy Quantity during the Delivery Term.</p>
Energy Price:	Means the Index Price for each MWh of Delivered Energy.
Green Attribute Price:	Means \$17.00 per MWh for Green Attributes conveyed to Buyer in accordance with the terms of this Confirmation.
Contract Price:	Energy Price plus Green Attribute Price.
Term:	The Term of this Transaction shall commence upon the Confirmation Effective Date and shall continue until the end of the Delivery Term and all other obligations of the Parties under this Agreement have been satisfied, unless terminated earlier due to failure to satisfy the Green Attribute Conditions Precedent; or as otherwise provided in the Agreement; provided, however, any termination arising due to failure to meet the Green Attributes Conditions Precedent shall only cause termination of the obligations with respect to the Green Attributes under this Confirmation, and shall not affect the Parties' obligations with respect to the Energy Quantity.
Credit Provisions:	Buyer shall post a Letter of Credit or Cash to Seller before delivery of the Product if the delivery of the Product will create an Exposure that will exceed the Buyer's established Collateral Threshold.
Delivery Term:	The Delivery Term shall include the Energy Delivery Period and the Green Attribute Delivery Period; provided that, for purposes of Sections 6.1(a) and (b) of this Confirmation only, "Delivery Term" shall mean the Green Attribute Delivery Period.
Energy Delivery Period:	The Energy Delivery Period shall commence on the 3 rd Business Day following the Confirmation Effective Date (the "Start Date"), and shall end on the earlier of (x) the conclusion of the hour ending 2400 on October 31, 2014 and (y) the last day Seller delivers Electric Energy to Buyer in satisfaction of the Energy Quantity pursuant to the terms of this Confirmation.
Green Attribute Delivery Period:	Subject to satisfaction or waiver in writing by both Parties of the Green Attributes Conditions Precedent in the section entitled "Conditions Precedent to the Green Attribute Obligations" below, the Green Attribute Delivery Period shall commence on the date Seller first conveys Green Attributes associated with the Delivered Energy from the Project to Buyer and will end on the date Seller has delivered the Total Quantity to Buyer.
Delivery Point:	NP-15

Scheduling Obligations:	<p>For each hour of each day in the Energy Delivery Period, Seller and Buyer or Buyer's designee shall schedule the Hourly Amount of Electric Energy as an IST-APN in the Integrated Forward Market ("IFM") at the Delivery Point on a day-ahead basis in accordance with the Tariff. By 1700 on each day prior to the scheduling day(s) consistent with the WECC Preschedule Calendar, Seller shall notify Buyer of the Hourly Amounts by email.</p> <p>In the event that the IST-APN fails in any hour of the IFM, the Parties agree that a subsequent IST-APN at the Delivery Point for the Hourly Amount shall be rescheduled for that failed hour in the Real-Time Market pursuant to the Tariff.</p>
Scheduling Period:	<p>Seller shall schedule and deliver to Buyer the Hourly Amount of Electric Energy over all hours in all days during the Energy Delivery Period as provided in the section entitled "Scheduling Obligations" above.</p> <p>During the Green Attribute Delivery Period, Seller shall cause the Green Attributes associated with the Delivered Energy from the Project to meet the Total Quantity.</p>
Conditions Precedent to the Green Attribute Obligations:	<p>Notwithstanding any other provision of this Confirmation to the contrary, all of the obligations with respect to the Green Attributes and the Green Attribute Delivery Term are conditioned upon obtaining or waiving CPUC Approval of this Confirmation and Seller receiving a final and non-appealable order of the CPUC that finds that Seller's entry into this Confirmation is reasonable ("Green Attributes Conditions Precedent").</p>

ARTICLE 2 DEFINITIONS

2.1 "Business Day" means any day except a Saturday, Sunday, a Federal Reserve Bank holiday, or a Calendar holiday, and shall be between the hours of 8:00 a.m. and 5:00 p.m. local time for the relevant Party's principal place of business where the relevant Party, in each instance unless otherwise specified, shall be the Party from whom the Notice, payment or delivery is being sent and by whom the Notice or payment or delivery is to be received.

2.2 "CAISO" means the California Independent System Operator Corporation or any successor entity performing similar functions.

2.3 "California Renewables Portfolio Standard" or "RPS" means the renewable energy program and policies established by California State Senate Bills 1038 and 1078, codified in California Public Utilities Code Sections 399.11 through 399.20 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

2.4 "Category 1 Transaction" means procurement of product that meets the product content requirements under Public Utilities Code Section 399.16(b)(1) as adopted in Senate Bill 2 (1x), enacted on April 12, 2011 in the First Extraordinary Session of the Legislature as implemented by the CPUC pursuant to CPUC Decision 11-12-052 on December 15, 2011 (Decision Implementing Portfolio Content Categories for the 33% California Renewables Portfolio Standard (RPS) Program).

2.5 "CEC" means the California Energy Commission or its successor agency.

2.6 “Confirmation Effective Date” has the meaning set forth in the preamble.

2.7 “CPUC” means the California Public Utilities Commission, or successor entity.

2.8 “CPUC Approval” means a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which contains the following terms:

(a) approves this Agreement in its entirety, including payments to be made by the Buyer, subject to CPUC review of the Buyer’s administration of the Agreement; and

(b) finds that any procurement pursuant to this Agreement is procurement from an eligible renewable energy resource for purposes of determining Buyer’s compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 *et seq.*), Decision 03-06-071, or other applicable law.

CPUC Approval will be deemed to have occurred on the date that a CPUC decision containing such findings becomes final and non-appealable.

For the purpose of this Section 2.8 only, the reference to “Buyer” shall mean “Seller”.

2.9 “Delivered Energy” means the Electric Energy from the Project that is delivered by Seller to Buyer at the Delivery Point.

2.10 [Reserved.]

2.11 “Electric Energy” means three-phase, 60-cycle alternating current electric energy measured in MWh and net of auxiliary loads and station electrical uses (unless otherwise specified). In the definition of “Green Attributes,” the word “energy” shall have the meaning set forth in this definition.

2.12 “Eligible Renewable Energy Resource” or “ERR” has the meaning set forth in California Public Utilities Code Section 399.12 and California Public Resources Code Section 25741, as either code provision is amended or supplemented from time to time.

2.13 “Governmental Authority” means any federal, state, local or municipal government, governmental department, commission, board, bureau, agency, or instrumentality, or any judicial, regulatory or administrative body, having jurisdiction as to the matter in question.

2.14 “Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere¹; (3) the reporting rights to these avoided emissions, such as

¹ Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided

Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

2.15 "Index Price" means the CAISO Integrated Forward Market Day-Ahead or Real-Time price (as such term is defined in the Tariff) associated with the validated IST for the Delivery Point for each applicable hour as published by the CAISO on the CAISO website; or any successor thereto, unless a substitute publication and/or index is mutually agreed to by the Parties, weighted for the quantity of energy that is delivered under this Confirmation for each Scheduling Period.

2.16 "Integrated Forward Market" or "IFM" has the meaning set forth in the Tariff.

2.17 "Law" means any statute, law, treaty, rule, regulation, CEC guidance document, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, including any of the foregoing that are enacted, amended, or issued after the Confirmation Effective Date, and which becomes effective after the Confirmation Effective Date; or any binding interpretation of the foregoing. For purposes of the definitions of "CPUC Approval" and "Green Attributes" and Sections 6.1(a), 6.1(b) and 9.3(b) in this Confirmation, the term "law" shall have the meaning set forth in this definition.

2.18 "Notice" means written communications by a Party to be delivered by hand delivery, United States mail, overnight courier service, facsimile or electronic messaging (e-mail). The Cover Sheet contains the names and addresses to be used for Notices.

2.19 "Real-Time Market" has the meaning set forth in the Tariff and shall include any market that CAISO may establish prior to or during the Term that clears at an interval between the Day-Ahead Market and the Real-Time Market.

2.20 "Renewable Energy Credit" or "REC" has the meaning set forth in California Public Utilities Code Section 399.12(f) and CPUC Decision 08-08-028, as may be amended from time to time or as further defined or supplemented by Law.

emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

2.21 "Tariff" means the CAISO Fifth Replacement FERC Electric Tariff, as amended from time to time.

2.22 "WECC" means the Western Electricity Coordinating Council or successor agency.

2.23 "WECC Preschedule Calendar" means the annual Preschedule Calendar set by the Western Electricity Coordinating Council that defines the timing for scheduling of energy transmission for new months and approved holidays.

2.24 "WREGIS" means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

2.25 "WREGIS Certificate" has the same meaning as "Certificate" as defined by WREGIS in the WREGIS Operating Rules and are designated as eligible for complying with the California Renewables Portfolio Standard.

2.26 "WREGIS Operating Rules" means the operating rules and requirements adopted by WREGIS.

ARTICLE 3 CONVEYANCE OF RENEWABLE ENERGY

3.1 Seller's Conveyance of Energy

Beginning on the first day of the Energy Delivery Period and throughout the Energy Delivery Period, Seller shall deliver and sell, and Buyer shall purchase and receive the Electric Energy subject to the terms and conditions of this Confirmation. Buyer will not be obligated to purchase from Seller any Product that is not, should not be or cannot be delivered from the Project as a result of Force Majeure. Seller shall sell and deliver and Buyer shall purchase and receive the Electric Energy in accordance to the schedules established pursuant to this Agreement.

3.2 Seller's Conveyance of Green Attributes

(a) Green Attributes. Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project to Buyer as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Project.

Notwithstanding the foregoing, Seller shall only convey Green Attributes to meet the Total Quantity from the Project and only during the Green Attribute Delivery Period.

(b) The Green Attributes in the amount of the Total Quantity are delivered and conveyed upon completion of the following actions:

(i) During the Term, Seller, at its own cost and expense, shall maintain its registration with WREGIS and shall use commercially reasonable efforts to ensure that all Green Attributes transferred to Buyer under this Confirmation count towards Buyer's requirements under the California Renewables Portfolio Standard. Seller shall, at its sole expense, use WREGIS as required pursuant to the WREGIS Operating Rules to effectuate the transfer of Green Attributes to Buyer in accordance with WREGIS reporting protocols and WREGIS Operating Rules.

- (ii) During the Green Attribute Delivery Period, Seller shall deliver and convey the Green Attributes associated with the Delivered Energy from the Project, to meet the Total Quantity, within the later of (i) twenty-five (25) Business Days following the day in the WREGIS Certificates for the Green Attributes were deposited into Seller's WREGIS account; and (ii) twenty-five (25) Business Days following the satisfaction or waiver by both Parties of the Green Attributes Conditions Precedent, by transferring such WREGIS Certificates, in accordance with the rules and regulations of WREGIS, equivalent to the quantity of Green Attributes to Buyer into Buyer's WREGIS account such that all right, title and interest in and to the WREGIS Certificates shall transfer from Seller to Buyer.

ARTICLE 4 CPUC FILING AND APPROVAL

Within sixty (60) days after the Confirmation Effective Date, Seller shall file with the CPUC a request for CPUC Approval, including a request for a determination that the Confirmation is a Category 1 Transaction. Seller shall respond to any requests for information related to the request for CPUC Approval. Buyer shall use commercially reasonable efforts to support Seller in obtaining CPUC Approval. Seller has no obligation to seek rehearing or to appeal a CPUC decision which fails to approve this Agreement or which contains findings required for CPUC Approval with conditions or modifications unacceptable to either Party.

Either Party, in its sole discretion, has the right to terminate the rights and obligations with respect to the Green Attributes under this Confirmation at any time, upon Notice in accordance with Article 10.7 of the EEI Agreement, which such Notice will be effective one (1) Business Day after such Notice is given, if: (i) the CPUC issues a final and non-appealable order not approving this Agreement in its entirety, (ii) the CPUC issues a final and non-appealable order which contains conditions or modifications unacceptable to either Party, (iii) the CPUC issues a final and non-appealable order affirmatively stating that the Confirmation is not a Category 1 Transaction, or (iv) approval by the CPUC has not been obtained by Seller by December 1, 2014. Any termination made by a Party under this Article 4 shall be without liability or obligation to the other Party relating to delivery of Green Attributes, other than those obligations or liabilities that occurred prior to the termination date, and shall have no effect on the status of the Master Agreement. For the avoidance of doubt, if the obligations with respect to the Green Attributes are terminated pursuant to this Article 4, the Green Attribute Conditions Precedent shall be deemed to have not been satisfied. In the event that a condition or event specified in clauses (i) through (iv) occurs following the conclusion of the Energy Delivery Period, and the obligations with respect to the delivery of Green Attributes are terminated, such termination shall not affect any obligations or liabilities with respect to delivery of the Energy Quantities arising prior to such termination, all of which shall be performed in accordance with the terms of the Transaction, the Confirmation, and the EEI Agreement, as applicable.

Notwithstanding anything to the contrary in the Agreement, Seller shall not have any obligation or liability to Buyer or any third party for any action or inaction of the CPUC or other Governmental Authority affecting the status of this Confirmation as a Category 1 Transaction.

ARTICLE 5 COMPENSATION

Calculation Period: Each calendar month or portion thereof during the Term that a Product, which may include Electric Energy and/or Green Attributes in any given calendar

month or portion thereof, is transferred pursuant to Article 3 of this Confirmation.

Monthly Cash

Settlement Amount: Buyer shall pay Seller the Monthly Cash Settlement Amount, in arrears, for each Calculation Period. The Monthly Cash Settlement Amount for a particular Calculation Period shall be equal to the sum of the following:

(a) the sum, over all hours of the Calculation Period, of the applicable Energy Price for each hour when Delivered Energy is scheduled by Seller, multiplied by the quantity of Delivered Energy during that hour; *plus*.

(b) the Green Attribute Price multiplied by the quantity of Green Attributes (in MWhs) that were delivered to Buyer (or credited to Buyer's WREGIS account) during the Calculation Period.

Payment Date:

Notwithstanding anything to the contrary in Article Six of the Master Agreement, payment of each Monthly Cash Settlement Amount by Buyer to Seller under this Confirmation shall be due and payable on or before the later of the twentieth (20th) day of the month in which the Buyer receives from Seller an invoice for the Calculation Period to which the Monthly Cash Settlement Amount pertains, or within ten (10) Business Days, or, if such day is not a Business Day, then on the next Business Day, following receipt of an invoice issued by Seller for the applicable Calculation Period. The invoice shall include a statement detailing the portion of Product transferred to Buyer during the applicable Calculation Period. Invoices may be sent by facsimile or e-mail.

ARTICLE 6 REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Seller's Representation, Warranties, and Covenants Related to Green Attributes

- (a) Seller Representations and Warranties. Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.
- (b) Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to

be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

- (c) Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract.
- (i) For the avoidance of doubt, the term “contract” as used in the immediately preceding paragraph means this Confirmation. For the further clarity, the phrase “first delivery” as used in the immediately preceding paragraph means the first delivery of Green Attributes in the Green Attribute Delivery Period.
- (d) In addition to the foregoing, Seller warrants, represents and covenants, as of the Confirmation Effective Date and throughout the Delivery Term, that:
- (i) Seller has the contractual rights to sell all right, title, and interest in the Product agreed to be delivered hereunder;
- (ii) Seller has not sold the Product to be delivered under this Confirmation to any other person or entity;
- (iii) at the time of delivery, all rights, title, and interest in the Product to be delivered under this Confirmation are free and clear of all liens, taxes, claims, security interests, or other encumbrances of any kind whatsoever;
- (iv) Seller shall not substitute or purchase any Product from any other generating resource other than the Project or the market for delivery hereunder; and
- (v) the facility(s) designated as the Project and all electrical output from the facility(s) designated as the Project are, or will be by the date any Green Attributes are delivered to Buyer from such facility, registered with WREGIS as RPS-eligible.

6.2 Seller’s Representation, Warranties, and Covenants Related to the Project

Seller warrants, represents and covenants that at the time of the Confirmation Effective Date the Project is connected to the CAISO Grid, is within the CAISO Control Area, and is under the control of CAISO.

6.3 To the extent a change in Law occurs after the Confirmation Effective Date that causes the representations, warranties, and/or covenants in Section 6.1 and 6.2 to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in Law.

6.4 “Commercially reasonable efforts” as set forth in this Article 6 of this Confirmation shall not require Seller to incur out-of-pocket expenses in excess of twenty-five thousand dollars (\$25,000) in the aggregate during the Term.

ARTICLE 7

Article 7 left intentionally blank.

ARTICLE 8**TERMINATION AND CALCULATION OF TERMINATION PAYMENT**

8.1 In the event this Transaction becomes a Terminated Transaction pursuant to Section 5.2 of the EEI Master Agreement, then the Settlement Amount with respect to this Transaction shall not be calculated in accordance with the EEI Agreement, but instead shall be calculated as follows using the defined terms in this Confirmation:

The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for the Terminated Transaction for this Confirmation. Third parties supplying information for purposes of the calculation of Gains or Losses may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. If the Non-Defaulting Party uses the market price for a comparable transaction to determine the Gains or Losses, such price should be determined by using the average of market quotations provided by three (3) or more bona fide unaffiliated market participants. If the number of available quotes is three, then the average of the three quotes shall be deemed to be the market price. Where a quote is in the form of bid and ask prices, the price that is to be used in the averaging is the midpoint between the bid and ask price. The quotes obtained shall be: (a) for a like amount, (b) of the same Product, (c) at the same Delivery Point, (d) for the remaining Delivery Term, and (e) any other commercially reasonable manner.

8.2 For purposes of this Confirmation only, if the Non-Defaulting Party's aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of the Terminated Transaction, the Settlement Amount for purposes of this Confirmation only shall be zero.

ARTICLE 9**GENERAL PROVISIONS****9.1 Buyer Audit Rights**

In addition to any audit rights provided under the EEI Agreement, Seller shall, during the Term as may be requested by Buyer, provide documentation, which may include, for example, meter data as recorded by a meter approved by the Project's governing Balancing Authority, sufficient to demonstrate that the Product has been conveyed and delivered, subject to the terms of this Confirmation, to Buyer.

Seller shall, at its own cost and expense, instruct WREGIS to provide Buyer with a WREGIS-produced report of the generation activity from the Project following each month that the Project generates energy that is being used to complete the delivery of the Product. Such information shall be limited to the amount of Electric Energy generated by the Project during the Term, and shall not include any information or reference to the transfer of WREGIS Certificates from Seller's account to any other entity.

9.2 Facility Identification

Although Seller has sole discretion throughout the Term to select the Project, Seller anticipates that it will designate the following facilities as the Project from which the Product will be delivered (collectively the "Primary Facilities"):

- Geysers Power Plant - Calpine Geothermal Unit 13
- Geysers Power Plant - Calpine Geothermal Unit 16
- Geysers Power Plant - Calpine Geothermal Unit 18
- PCWA (French Meadows Powerhouse 2)
- PCWA (Oxbow Powerhouse 1)
- PCWA (Hell Hole Powerhouse 1)

If Seller determines that the Product delivered in a calendar month was from a Project other than a Primary Facility, then Seller shall provide Buyer Notice identifying such Project by the twenty-fifth day following the end of such calendar month.

9.3 Governing Law

- (a) Notwithstanding any provision to the contrary in the EEI Agreement, the Governing Law applicable to this Transaction is set forth in Section 9.3(b) below. This Section 9.3 does not change the Governing Law applicable to any other Transaction entered into between the Parties under the EEI Agreement.
- (b) **Governing Law.** 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 principles of 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.

For the purposes of Section 9.3(b) above, the words "party" and "parties" shall have the meaning ascribed to them in the first paragraph of this Confirmation.

ARTICLE 10

Article 10 left intentionally blank.

ARTICLE 11 CONFIDENTIALITY

11.1 Without limiting the provisions of Section 10.11 of the Master Agreement, each of Buyer and Seller may disclose the following information regarding this Confirmation:

- (a) Party names;
- (b) Resource;
- (c) Term;
- (d) Project location;
- (e) Capacity of each facility designated as the Project;
- (f) The fact that a facility designated as the Project is on-line and delivering;
- (g) Delivery Point; and
- (h) The quantity of Product expected or actually delivered under this Confirmation.

Except for disclosures to comply with any applicable regulation, rule, or order of the CPUC, FERC, CEC, or other governmental authorities, each Party shall provide Notice of any disclosure made pursuant to this Article 11 to the other Party.

ACKNOWLEDGED AND AGREED TO:

PACIFIC GAS AND ELECTRIC COMPANY

By: 

Date: 4/16/14

Name: Donald Howerton

Title: Director, Renewable Transactions

TENASKA POWER SERVICES CO.

By: 

Date: 4/17/2014

Name: Bill Horton

Title: Vice President



Exhibit A
PROJECT

Name of Facility	Resource	Location	CEC RPS ID	Host Balancing Authority
Geysers Power Plant - Calpine Geothermal Unit 11	Geothermal	Middletown, CA	60025B	CAISO
Geysers Power Plant - Calpine Geothermal Unit 12	Geothermal	Middletown, CA	60004A	CAISO
Geysers Power Plant - Calpine Geothermal Unit 13	Geothermal	Middletown, CA	60005A	CAISO
Geysers Power Plant - Calpine Geothermal Unit 14	Geothermal	Middletown, CA	60026B	CAISO
Geysers Power Plant - Calpine Geothermal Unit 16	Geothermal	Middletown, CA	60006A	CAISO
Geysers Power Plant - Calpine Geothermal Unit 17	Geothermal	Middletown, CA	60007A	CAISO
Geysers Power Plant - Calpine Geothermal Unit 18	Geothermal	Middletown, CA	60008A	CAISO
Geysers Power Plant - Calpine Geothermal Unit 20	Geothermal	Middletown, CA	60009A	CAISO
Geysers Power Plant - Calpine Geothermal Unit 7-8	Geothermal	Middletown, CA	60003A	CAISO
Geysers Power Plant - Sonoma/Calpine Geyser	Geothermal	Middletown, CA	60010A	CAISO
Geysers Power Plant - Calistoga Power Plant	Geothermal	Middletown, CA	60117A	CAISO
Geysers Power Plant - west Ford Flat Power Plant	Geothermal	Middletown, CA	60114A	CAISO
Geysers Power Plant - Aidlin Power Plant	Geothermal	Middletown, CA	60115A	CAISO
Geysers Power Plant - Bear Canyon Power Plant	Geothermal	Middletown, CA	60112A	CAISO
PCWA (French Meadows)	Small Hydro	Forestville, CA	60268A	CAISO

Powerhouse 2)				
PCWA (Oxbow Powerhouse 1)	Small Hydro	Forestville, CA	60269A	CAISO
PCWA (Hell Hole Powerhouse 1)	Small Hydro	Forestville, CA	60234A	CAISO