

**CONFIRMATION LETTER  
FOR RENEWABLE POWER**

This Confirmation Letter for Renewable Power ("Confirmation") is being provided pursuant to and in accordance with the Master Power Purchase and Sale Agreement dated May 5, 2009 (the "Master Agreement"), between **NaturEner Rim Rock Wind Energy LLC** ("Seller") and **San Diego Gas & Electric Company** ("Buyer"), and constitutes part of and is subject to the terms and provisions of such Master Agreement (collectively, the "Agreement"). The Parties have agreed to this Agreement in good faith and shall implement it in good faith. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement.

1.0 Effectiveness of Confirmation Letter. All obligations of the Parties are conditioned upon the satisfaction or waiver of the conditions precedent as set forth in this Section 1.0.

1.1 CPUC Approval. Except for Seller's obligations to diligently pursue development of the Facility, achieve the applicable milestones, in accordance with Sections 10.0, that have due dates occurring prior to the deadlines for satisfaction or waiver of the conditions precedent set forth in this Section 1.0, deliver the Quarterly Progress Report required in Section 10.1.3, and to use all reasonable efforts to obtain CPUC Approval as required in this Section 1.1, the obligations of both Parties under this Agreement are expressly conditioned upon CPUC Approval of this Agreement and approval of Buyer's advice letter filing requests. The Parties agree to cooperate and use all reasonable efforts to obtain the CPUC Approval as soon as is practicable. Should the CPUC issue an order approving this Agreement or the advice letter filing with conditions or modifications that materially alter this Agreement or the advice letter filing requests, each Party shall have ten (10) Business Days from the mailing date of such order to provide the other Party written notice of the issuing Party's acceptance or rejection of the CPUC order as issued; provided, however, if a Party fails to provide written notification of its acceptance or rejection to the other Party within such ten (10) day period, that Party's silence shall be deemed to constitute acceptance of the CPUC order as issued and agreement by such Party that this condition has been satisfied, upon the CPUC Approval Date. If a notice of rejection is timely sent, the Parties agree to use good faith efforts to renegotiate this Agreement. If, within sixty (60) days from the sending of the notice of rejection, no agreement is reached, either Party may terminate this Agreement upon delivery of notice to the other Party. For purposes of this Agreement, the "CPUC Approval Date" shall be defined as the first Business Day after the date on which the CPUC order approving this Agreement becomes final and no longer subject to any appeal.

1.2 Delay in CPUC Approval. If the CPUC Approval has not occurred on or before June 1, 2009, the Commercial Operation Deadline shall be

extended on a day for day basis for up to three hundred and sixty five (365) calendar days. If CPUC Approval has not occurred on or before March 1, 2010, Seller may terminate this Agreement without liability to either Party upon ten (10) days written notice to Buyer.

1.3 Financial Closing Condition Precedent. If Seller has not obtained financing, including (a) the funding of construction financing and (b) definitive agreements and all required regulatory approvals, if any, for the funding of tax equity or other permanent financing of the Facility, on or before June 1, 2009, the Commercial Operation Deadline shall be extended on a day for day basis for up to three hundred and sixty five (365) calendar days. If such financing has not occurred on or before March 31, 2010, Seller may terminate this Agreement without liability to either Party upon ten (10) days written notice to Buyer.

1.4 Transmission Condition Precedent. If the 230kV AC, 340km Montana Alberta Tie Limited (“MATL”) transmission line between Lethbridge, Alberta, Canada and Great Falls, Montana, U.S. as described in the Alberta Electric Utility Board permit decision 2008-0006, dated January 31, 2008, as supplemented, has not issued a Notice to Proceed to its EPC Contractor on or before June 1, 2009, the Commercial Operation Deadline shall be extended on a day for day basis for up to three hundred and sixty five (365) calendar days. If the MATL transmission line Notice to Proceed has not occurred on or before June 1, 2010, Seller may terminate this Agreement without liability to either Party upon ten (10) days written notice to Buyer.

1.5 Commercial Operation Deadline Extensions. All day for day extensions included in Sections 1.2, 1.3, 1.4 shall apply concurrently, shall not exceed three hundred and sixty five (365) calendar days in the aggregate, and shall not extend the Commercial Operations Deadline past December 31, 2011.

2.0 Scope of Transaction. The Parties agree that the intent of this Confirmation is for Seller to sell and deliver and for Buyer to purchase and receive at the Delivery Point Product (A), as defined below, which contains Green Attributes, and immediately upon such delivery, for Buyer to sell and deliver and for Seller to purchase and receive at the Delivery Point Product (B), as defined below, which does not contain such Green Attributes. The Parties agree that if Seller sells and delivers Product A to Buyer at the Delivery Point, the Buyer’s sale and delivery to Seller of Product B at the Delivery Point shall be automatic, continuous and unconditional. Seller has the sole right to schedule the Output to the Delivery Point.

2.1 Product (A). With respect to sales by Seller to Buyer: Output (defined in Section 3.1) delivered on an As-Available basis which includes all associated Green Attributes (as defined in the Cover Sheet). “As-



Available” means, with respect to a Transaction, that Seller shall deliver to Buyer and Buyer shall purchase at the Delivery Point the Product from the Facility, in accordance with the terms of this Agreement and subject to the excuses for performance specified in this Agreement. Such sales by Seller to Buyer shall be known as Product (A).

2.2 Product (B). With respect to sales by Buyer to Seller, Output (defined in Section 3.1) delivered on an As-Available basis which excludes all associated Green Attributes (as defined in the Cover Sheet). “As Available” means, with respect to a Transaction, that Buyer shall deliver to Seller and Seller shall purchase at the Delivery Point the Product from the Facility, in accordance with the terms of this Agreement. Such sales by Buyer to Seller shall be known as Product (B).

3.0 Facility. The Output (defined below) will be supplied from the following generation assets only (collectively, the “Facility” or the “Units”):

Facility Name:	NaturEner Rim Rock Wind Energy LLC
Site Name:	Rim Rock
Facility Physical Address:	Toole and Glacier County, Montana
Technology Type:	Wind
Specific Unit Description:	Acciona AW77 1500 kW
Facility Total Nameplate Capacity:	309MW (net 300MW)

3.1 “Output” means all electrical energy produced from the Facility, net of electrical energy used to operate the Facility that is generated by the Facility, which may, on an instantaneous basis, be greater or less than the Facility Total Nameplate Capacity and an annual estimated Output of 1,053,828 MWh.

3.2 The Facility must meet Commercial Operation by the Commercial Operation Deadline. “Commercial Operation Deadline” with respect to the Facility shall be no later than December 31, 2010, as extended on a day for day basis in accordance with Article 1, by reason of Force Majeure as described in Section 11.2, or as may otherwise be extended by written agreement signed by both Parties.

3.3 “Commercial Operation” means that (a) Seller shall have satisfied the requirements set forth in the Certificate of Commercial Operation in the form attached as Exhibit C for the Facility Total Nameplate Capacity; (b) Seller shall have delivered and Buyer shall have reviewed and accepted the completed Certificate of Commercial Operation as complete and meeting the requirements set forth therein from Seller and a Licensed Professional Engineer (defined below) after Buyer shall have entered into a reasonable Use of Work agreement if required by such Licensed Engineer; and (c) Seller shall have delivered a Guaranty (or cash or a

Letter of Credit) as accepted by Buyer in accordance with Section 8 of the Master Agreement.

3.4 “Licensed Professional Engineer” means a person acceptable to Buyer in its reasonable judgment who (i) is licensed to practice engineering in the state (ii) has training and experience in the wind power industry, (iii) has no economic relationship, association, or nexus with the Seller, (iv) is not a representative of a consulting engineer, contractor, designer or other individual involved in the development of the Facility, or of a manufacturer or supplier of any equipment installed in the Facility, and (v) is licensed in an appropriate engineering discipline for the required certification being made.

4.0 Delivery Point. The Delivery Point for both Product (A) and Product (B) is the point of interconnection as agreed to in the Facility’s interconnection agreement which shall be the high voltage side of the transformer located at the substation at which the Facility interconnects to the MATL transmission line.

5.0 Delivery Term. Delivery shall be for a period of fifteen (15) years (“Delivery Term”). “Delivery Term” shall begin on the later of 1) the date of Commercial Operation or 2) the CPUC Approval Date, and continue for the time period specified above; provided however, the Parties shall also purchase and pay for Product (A) and Product (B) as provided in Section 9 herein prior to the commencement of the Delivery Term; provided that such pre-Delivery Term purchase and payment obligations are expressly subject to CPUC Approval of the Agreement being obtained.

6.0 Output Requirements.

6.1 Contract Quantity--Product (A). During the Delivery Term, Seller shall deliver, and Buyer shall receive and pay for, Product (A) from the Facility as more fully described in Section 9. In no event shall Seller have the right to procure electric energy from sources other than the Facility for sale and delivery pursuant to this Agreement. Station Service Power - Retail (defined in Section 6.3) shall be provided by a local service provider and the electrical usage shall be metered separately from the Output metered at the Delivery Point.

6.2. Contract Quantity--Product (B). During the Delivery Term, upon immediate receipt of Product (A) from Seller, Buyer shall deliver, and Seller shall receive and pay for, Product (B) from the Facility as more fully described in Section 9.

6.3 “Station Service Power - Retail” means electrical energy used to operate the Facility other than electrical energy that is generated by the Facility.

7.0 Performance Guarantees / Excuses for Failure to Perform.



7.1 Energy Production Guarantees. The Buyer shall in its sole discretion have the right to declare an Event of Default if Seller fails to achieve the Guaranteed Energy Production in any 24 month period during the Delivery Term and such failure is not excused by the reasons set forth in subsections (ii), (iii), (v), or (vi) of Section 7.2 of this Agreement, “Excuses for Failure to Perform;”

Guaranteed Energy Production = 1,475,359 MWh per 24  
month period.

7.2 Seller Excuses. Seller shall not be liable to Buyer for any damages determined pursuant to Article Four of the Master Agreement in the event that Seller fails to deliver the Guaranteed Energy Production to Buyer for any of the following reasons:

- i. if the specified generation asset(s) are unavailable as a result of a Forced Outage (as defined in the NERC Generating Unit Availability Data System (“GADS”) Forced Outage reporting guidelines) and such Forced Outage is not the result of Seller’s negligence or willful misconduct;
- ii. Force Majeure;
- iii. by Buyer’s failure to perform;
- iv. by Scheduled Maintenance Outages of the specified units;
- v. a curtailment ordered directly or indirectly by either MATL, NorthWestern, or the Alberta Electric System Operator, or to comply with Western Electric Coordinating Council reliability requirements; or
- vi. as determined by meteorological towers at the site of the Facility and calculated pursuant to Acciona’s warranted power curves for the Facility, insufficient wind power for the specified units to generate energy or if wind speeds exceed the specified units’ technical specifications.

7.3 Buyer Excuses. The performance of the Buyer to receive the Product (A) and to sell Product (B) may be excused only by the Seller’s failure to perform.

8.0 Exclusivity. At no time shall Seller sell or otherwise dispose of Product A from the Facility to any third party except in the case of an Event of Default of Buyer or termination of this Confirmation in accordance with the terms of this Agreement; provided, however, that Seller may resell Product B received from Buyer to any third party.

9.0 Monthly Payments.

9.1 Contract Price. The Contract Price shall be as follows:

<b>Contract Years</b>	<b>Product (A) Contract Price (\$/MWh)</b>	<b>Product (B) Contract Price (\$/MWh)</b>
Prior to start of Delivery Term	94.00	62.00
Contract Years 1 – 15	94.00	62.00

9.2 Energy Payment. Before the Delivery Term and during the Delivery Term, Buyer shall pay Seller for all metered Product (A) Output delivered each month at the Contract Price, and Seller shall pay Buyer for all metered Product (B) Output delivered each month at the Contract Price.

9.3 Contract Year. Contract Year means each twelve month period commencing on the date of Commercial Operation and each twelve month period thereafter.

9.4 Netting of Payments. All payments for Product (A) Output and Product (B) Output shall be netted, and Buyer shall pay the netted amount to Seller on a monthly basis for Output delivered from the Facility in a month.

10.0 Facility Schedule. The Facility Milestones are the following; provided, however, that each milestone date specified herein shall be extended on a day for day basis to the extent the Commercial Operation Deadline is extended on a day for day basis pursuant to Sections 1.2, 1.3 or 1.4, or in the event of Force Majeure:

<b>Phase 1</b>	<b>Task</b>	<b>Milestone Date</b>
	Execution of interconnection agreement with the MATL transmission line	November 30, 2009
	Final Engineering Design Issued for Construction	March 31, 2010
	Turbine Supply Agreement (“TSA”) and construction services agreement (“CSA”).	November 30, 2009 March 31, 2010
	Land Rights	November 30, 2009
	Execute agreement with WECC to use WREGIS	June 1, 2010
	Issuance of a final unconditional notice to proceed under the construction services agreement	June 1, 2010

10.1 Buyer's Right to Monitor. Buyer may exercise its due diligence responsibilities via the following:

10.1.1 Buyer shall have the right to review Facility design drawings and documents.

10.1.2 Buyer may inspect the Facility's construction site or on-site Seller data and information pertaining to the Facility during business hours upon reasonable notice.

10.1.3 Within seven (7) days after the close of each calendar quarter (or more frequently upon request by Buyer) until the date of Commercial Operation, Seller shall provide Quarterly Progress reports similar in form and content of Exhibit D: Quarterly Progress Reports to Buyer as may be modified from time to time to meet applicable CPUC requirements. Regularly scheduled meetings shall be held between representatives of Seller and Buyer for the purpose of reviewing Quarterly Progress Reports and Seller's construction progress.

10.2 Milestone Completion Notice. No later than seven (7) days after completion of each milestone set forth in Section 10.0, Seller shall submit written notice to inform Buyer of the milestone completion. Seller must provide accompanying documentation (including copies of applicable agreements that may have price and costs elements redacted, permits and certificates) sufficient to demonstrate evidence of such milestone completion. In the event that the Seller is prohibited from disclosing an agreement due to confidentiality requirements of a counterparty, the Parties agree that Seller may submit to Buyer a letter from the counterparty confirming the completion of the relevant milestone.

11.0 Facility Delays.

11.1 Missed Milestones. If Seller misses three or more milestones set forth in Section 10.0 or misses any one by more than 90 days except as a result of Force Majeure, Seller shall submit to Buyer, within ten (10) days of such missed milestone date, a remedial action plan (the "Remedial Action Plan").

11.2 Missed Commercial Operation Deadline.

(a) Seller shall cause the Facility to achieve Commercial Operation on or before the Commercial Operation Deadline of December 31, 2010 as such date may be extended in accordance with Article 1, and as such date may be further extended on a day for day basis by reason of Force Majeure until no later than October 1, 2012 (at which time Buyer shall have the right to terminate this Agreement in accordance with Section 3.3

of the Cover Sheet), both without the imposition of delay damages as described below, or as may otherwise be extended by written agreement signed by both Parties. If Commercial Operation occurs after the Commercial Operation Deadline for any reason other than Force Majeure, and subject to subsection (b) below, Seller shall pay Buyer delay damages equal to \$20,000 for each day or portion of a day that Commercial Operation has not occurred after the Commercial Operation Deadline, up to a maximum total of one hundred and eighty (180) days.

(b) Notwithstanding subsection (a), if Seller has demonstrated at least 200MW of Installed Capacity (as defined in subsection (c)) on or before the Commercial Operation Deadline, but Commercial Operation of the Total Nameplate Capacity has not been met, Seller shall pay Buyer delay damages equal to \$20,000 times the Shortfall Fraction (as defined in subsection (c)) for each day or portion of each day after the Commercial Operation Deadline, up to a maximum total of one hundred and eighty (180) days.

(c) “Installed Capacity” means the capacity of the Facility that has been installed, tested, and is operating and delivering to the Delivery Point. The “Shortfall Fraction” means the difference between 200 MW and the Installed Capacity as of the Commercial Operation Deadline (as such Installed Capacity may be increased by the addition of wind capacity meeting the definition of Installed Capacity following the Commercial Operation Deadline) divided by 200 MW. For example, if Seller installs 150 MW as of the Commercial Operation Deadline, then the Shortfall Fraction would be:  $(200-150)/200 = .25$ . Seller shall also submit a Remedial Action Plan within ten (10) days of a missed Commercial Operation Deadline.

(d) Each Party agrees and acknowledges that (i) the actual damages that Buyer would incur due to delay in achieving Commercial Operation on or before the Commercial Operation Deadline would be difficult or impossible to predict with certainty, (ii) the daily delay damages set forth in this Section 11.2 are a reasonable and appropriate approximation of such damages, and (iii) the daily delay damages set forth in this Section 11.2 are the exclusive remedy for Seller’s delay in achieving Commercial Operation by the Commercial Operation Deadline, but shall not otherwise act to limit any of Buyer’s rights or remedies arising from any other Event of Default by Seller, including, without limitation, the failure by Seller to achieve Commercial Operation altogether.

11.3 Remedial Action Plan/Additional Event of Default. For purposes of Section 11.1 and Section 11.2, at a minimum, a Remedial Action Plan shall set forth a detailed description of Seller’s course of action and plan to achieve all milestones set forth in Section 11.0 and Commercial Operation by the Commercial Operation Deadline. Approval of a Remedial Action



Plan shall not relieve Seller of its obligation to meet any subsequent milestones and achieving Commercial Operation by the Commercial Operation Deadline. If Buyer, in its reasonable discretion, rejects any Remedial Action Plan submitted under Section 11.1 or 11.2, Buyer may declare an Event of Default.

12.0 Operating Procedures. No later than forty-five (45) days before the Commercial Operation, and from time to time as reasonably determined necessary by the Parties, the Parties shall meet to address how each Party will perform its respective obligations under this Agreement, including, but not limited to: (1) the method of day-to-day communications; (2) key personnel lists for each Party; (3) procedures for Forced Outage and Scheduled Maintenance Outage reporting; (4) procedures for delivery forecasting; (5) procedures for record keeping; (6) scheduling procedures if applicable; and (7) invoicing and payment procedures; provided, that the failure to agree on Operating Procedures will not relieve the Parties of their respective obligations under this Agreement.

13.0 Maintenance.

13.1 Scheduled Maintenance Outages. Seller shall operate, maintain, and arrange Scheduled Maintenance Outages for the Facility in accordance with Good Utility Practices. No later than forty-five (45) days before the start of each calendar year, Seller shall provide Buyer with a timetable of Scheduled Maintenance Outages for the following twelve (12) months. "Scheduled Maintenance Outage" means a planned shut down of any part of the Facility scheduled by Seller in accordance with this Section that affects Seller's ability to provide Output from the Facility to Buyer under this Agreement.

13.2 Maintenance Log. Seller shall maintain a maintenance log for the Facility. The log shall include but not be limited to information on power production, fuel consumption and efficiency (if applicable), availability, maintenance (both breakdown and preventative) performed, outages, changes in operating status, inspections, manufacturer recommended services and replacement, electrical characteristics of the generators, control settings or adjustments of equipment and protective devices. Information maintained pursuant to this Section 13.2 shall be kept for two years and provided to Buyer electronically, within 30 days of Buyer's request.

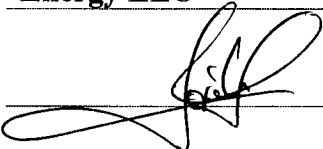

14.0 Forecasts and Metering.

14.1 Annual Delivery Forecasts. No later than forty-five (45) days before the beginning of each calendar year, Seller shall provide a non-binding forecast of each month's average-day deliveries of Output for the following calendar year.

14.2 Monthly Delivery Forecasts. Ten (10) Business Days before the beginning of each month, Seller shall provide a non-binding forecast of each day's average deliveries of Output for the following month ("Monthly Delivery Forecast").

14.3 Metering. All deliveries of Output shall be metered in real-time basis without adjustment for any losses, including line losses. A copy of hourly metered data shall be included in each monthly invoice. All meters and equipment used for the measurement of Output shall be provided, owned, maintained, inspected, tested and read at no cost to Buyer by the Seller.

IN WITNESS WHEREOF, the Parties have caused this Confirmation Letter to be duly executed.

Seller:	<u>NaturEner Rim Rock Wind Energy LLC</u>	Buyer:	<u>San Diego Gas &amp; Electric Company</u>
Signature:		Signature:	
By:	<u>Jose Maria Sanchez Seara</u>	By:	<u>Debra L. Reed</u>
Title:	<u>Chief Executive Officer</u>	Title:	<u>President and Chief Executive Officer</u>

Seller: NaturEner Rim Rock Wind Energy LLC

Signature: A E Cahuas

By: Alfredo E. Cahuas

Title: Chief Financial Officer

APPROVED as to legal form A.S.