

**WSPP AGREEMENT
CONFIRMATION
BETWEEN
SAN DIEGO GAS & ELECTRIC COMPANY
AND
EXELON GENERATION COMPANY, LLC**

This confirmation ("Confirmation") confirms the transaction ("Transaction") between **San Diego Gas & Electric Company** ("Seller" or "SDG&E") and **Exelon Generation Company, LLC** ("Purchaser" or "Buyer"), each individually a "Party" and together the "Parties", effective as of April 30, 2013 (the "Confirmation Effective Date"). This Transaction is governed by the WSPP Agreement effective as of March 3, 2013, along with any amendments and annexes executed between the Parties thereto, provided that in no event shall Schedule R to the WSPP Agreement or the terms and conditions of any such Schedule R apply to this Transaction (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 or in the RPS (as defined below). If any term in this Confirmation conflicts with the Master Agreement, the definitions set forth in this Confirmation shall supersede.

**ARTICLE 1
COMMERCIAL TERMS**

FIRM DELIVERY OBLIGATION

Seller: SAN DIEGO GAS & ELECTRIC COMPANY		Purchaser: Exelon Generation Company, LLC	
Scheduling:	<u>Seller</u> Day Ahead: 858-650-6178	<u>Purchaser</u> Day Ahead: 410-468-3530 or Email: WestRealTime@constellation.com External.Data2@constellation.com	Contact information is for convenience and is subject to change by notice.
Product:	The Product is a Firm Delivery Obligation of the Contract Quantity of California Energy Commission-certified RPS Bundled Electric Energy ("Energy") and the Green Attributes associated with such Energy, including the Renewable Energy Credits produced by the Project during the Delivery Term, represented by WREGIS Certificates, which meets the definition of a Category 1 Transaction. During the Delivery Period, Seller shall deliver and sell, and Purchaser shall purchase and receive, this Product, subject to the terms and conditions of this Confirmation. Seller shall not substitute or purchase any Green Attributes from any generating resource other than the Project for delivery hereunder.		
Project:	All Product sold hereunder shall be from one or more of the facilities, each meeting the requirement of 6.1(a), listed in Exhibit A (collectively, the "Project"). The Parties acknowledge and agree that the Project consists of a pool of facilities and that Seller is permitted to utilize one or more of these pooled facilities in order to satisfy its obligations hereunder.		

	The Parties further acknowledge and agree that, with respect to Section 3.3(a) of this Confirmation, Product shall solely be limited to the actual Product generated and delivered by the pooled facilities in the Project used to satisfy the Contract Quantity, and that Purchaser is not entitled to any additional Product produced by the pooled facilities in the Project above and beyond the Contract Quantity.
Contract Capacity:	In any hour, as determined by Seller in accordance with the Scheduling Obligations section of this Confirmation
Contract Quantity:	"Contract Quantity" shall be equal to 600,000 MWhs to be delivered at any time during the Delivery Period, in which 300,000MWhs shall be delivered in 2014 and 300,000MWhs shall be delivered in 2015
Contract Price:	Index plus \$22.50/MWh
Term:	The Term of this Transaction shall commence upon the Confirmation Effective Date and shall continue until delivery by Seller to Purchaser of the Contract Quantity of the Product has been completed and all other obligations of the Parties under this Agreement have been satisfied, unless terminated earlier due to failure to satisfy the Condition Precedent or as otherwise provided in the Agreement.
Delivery Period:	Subject to the occurrence of the Condition Precedent Satisfaction Date, the Delivery Period of this Transaction shall commence on January 1, 2014 (the "Start Date"), and shall end at midnight, December 31, 2015.
Delivery Point:	TH_SP15_GEN-APND
Firm Delivery Obligation:	"Firm Delivery Obligation" shall have the following meaning: The obligation to provide the Contract Quantity is a firm obligation in that Seller shall deliver the Contract Quantity of the Product from the Project consistent with the terms of this Confirmation without excuse other than an Uncontrollable Force. If a failure by Seller to deliver the Contract Quantity from the Project is not excused by Uncontrollable Force, Section 21.3 of the Master Agreement shall apply.
Scheduling Obligations:	No later than two (2) hours prior to the Integrated Forward Market IST submission deadline, Seller shall notify via email followed by phone to the contact listed under "Scheduling" on page 1 hereof Purchaser of the quantity of energy to be delivered for each hour, which amount shall be the "Designated Contract Capacity". For each hour of each day in the Delivery Period, Seller shall schedule to the Purchaser the Designated Contract Capacity, if any, as an IST-APN in the Integrated Forward Market at the Delivery Point on a day-ahead basis in accordance with the Tariff. In the event all of the scheduled quantity of the Product is not delivered after the IST has been scheduled between the Buyer and Seller, Buyer shall pay Seller the price paid to Buyer from the CAISO applicable to each hour times the IST quantity in that hour that exceeds the Product quantity actually delivered in that hour.
Scheduling Period:	In accordance with this Confirmation, Seller shall schedule and deliver to Purchaser the CAISO Energy in the Designated Contract Capacity amount, if any, as applicable over all hours in all days of all months during the Delivery Period.

<p>Condition Precedent:</p>	<p>The commencement of delivery of the Product and the obligation of Buyer to pay for the Product shall be contingent upon the Seller obtaining approval by the CPUC of this Confirmation. Either Party, in its sole discretion, has the right to terminate this Confirmation upon notice in accordance with Section 12 of the WSPP Agreement, which such notice will be effective one (1) Business Day after such notice is given, if: (i) the CPUC does not issue a final and non-appealable order approving this Agreement or the requested relief contained in the related advice letter filing, both in their entirety, (ii) the CPUC issues a final and non-appealable order which contains conditions or modifications unacceptable to either Party, (iii) approval by the CPUC has not been obtained by Seller, on or before September 30, 2013.</p> <p>Any termination made by a Party under this "Condition Precedent" section shall be without liability or obligation to the other Party.</p> <p>Notwithstanding any other provision in this Confirmation, Seller will have no obligation to transfer Product to Purchaser and Buyer shall have no obligation to pay for the Product unless Seller and Purchaser have agreed upon the satisfaction or waiver this Condition Precedent.</p>
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ARTICLE 2 DEFINITIONS

"Buyer" means "Purchaser."

"CAISO" means the California Independent System Operator.

"CAISO Energy" means "Energy" as defined in the Tariff.

"California Energy Commission-certified RPS Bundled Electric Energy" means electric energy from an Eligible Renewable Energy Resource, as such term is defined in Public Utilities Code Section 399.12 and 399.16.

"Category 1 Transaction" means procurement of product that meets the product content requirements under Public Utilities Code Section 399.16(b)(1)(A) 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.

"CEC" means the California Energy Commission.

"Condition Precedent Satisfaction Date" means the date on which CPUC approval, as fully described in the "Condition Precedent" provision, has been obtained or waived, by each of Seller and Purchaser, in their sole discretion.

"CPUC" means the California Public Utilities Commission or its regulatory successor.

"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.

Notwithstanding the foregoing, if a Tier 2 or Tier 3 advice letter process is used to obtain CPUC Approval of this Agreement, CPUC Approval will also be deemed to have occurred on the date that a CPUC Energy Division disposition which contains such findings or deems approved an advice letter requesting such findings becomes final and non-appealable.

"Credit Rating" means, with respect to any entity, the rating then assigned to such entity's unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as an issues rating by S&P, Moody's or any other rating agency agreed by the Parties.

"Day-Ahead" has the meaning set forth in the Tariff.

"Delivery Term" means "Delivery Period".

"Designated Contract Capacity" means the amount determined by Seller in accordance with the Scheduling Obligations section of this Confirmation.

"ERR" is defined in the "Eligibility" term and condition below.

"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 atmosphere;¹
- (3) the reporting rights to these avoided emissions, such as 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

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

- (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. [STC 2]

"Index" means the CAISO Integrated Forward Market Day-Ahead price (as such term is defined in the Tariff) 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.

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

"Performance Assurance" means collateral in the form of either cash or other security acceptable to the requesting Party.

"Renewable Energy Credit" or "REC" has the meaning provided in CPUC Decision (D.) 08-08-028, and generally means the right to claim title to Green Attributes attributable to the generation of electric energy from ERRs. RECs are measured in one MegaWatt increments and evidenced by the transfer of one WREGIS Certificate.

"RPS" means the California Renewable Portfolio Standard Program as codified at California Public Utilities Code Section 399.11 *et seq.*, and any decisions by the CPUC related thereto.

"STC" means the standard terms and conditions adopted by the CPUC to be incorporated into RPS agreements.

"Tariff" means the tariff and protocol provisions, including any current CAISO-published

"Operating Procedures" and "Business Practice Manuals," as amended or supplemented from time to time, of the CAISO.

"Vintage" means the calendar year and month during the Delivery Period in which the WREGIS Certificate is created through the generation of the Product.

"WREGIS" means the environmental registry and information system, which is administered by Western Renewable Energy Generation Information System that tracks the environmental and fuel attributes of generation, and any successor tracking system that both Parties agree in their reasonable commercial judgment facilitates the sale and purchase of Product and is approved by the CEC for use in the RPS program.

"WREGIS Certificate" means "Certificate" as defined by WREGIS in the WREGIS Operating Rules.

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

ARTICLE 3 CONVEYANCE OF RENEWABLE ENERGY

3.1 Seller's Conveyance Of Electric Energy

Beginning on the first day of the Delivery Period and throughout all applicable months of the Delivery Period, Seller shall deliver and sell, and Purchaser shall purchase and receive, the Product, subject to the terms and conditions of this Confirmation. Purchaser will not be obligated

to purchase from Seller any Product that is not or cannot be delivered as a result of Uncontrollable Force.

3.2 Reserved

3.3 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. [Sec 3.2 of STC 2]

(b) Transfer and Tracking of Green Attributes

(A) During the Delivery Period, Seller, at its own cost and expense, shall maintain its registration with WREGIS. All Green Attributes transferred by Seller hereunder shall be designated California RPS-compliant with WREGIS. Seller shall, at its sole expense, use WREGIS as required pursuant to the WREGIS Operating Rules to effectuate the transfer of Green Attributes to Purchaser in accordance with WREGIS reporting protocols and WREGIS Operating Rules.

(B) For each month of the Delivery Period, Seller shall deliver and convey the Green Attributes associated with the Energy delivered in Section 3.1 within five (5) Business Days after the end of the month in which the WREGIS Certificates for the Green Attributes are created by properly transferring such WREGIS Certificates, in accordance with the rules and regulations of WREGIS, equivalent to the quantity of Green Attributes, to Purchaser into Purchaser's WREGIS account such that all right, title and interest in and to the WREGIS Certificates shall transfer from Seller to Purchaser. Provided, however, that Seller shall not be obligated to deliver and convey any Green Attributes or the associated WREGIS Certificates prior to the beginning of the Delivery Period. Seller shall be deemed to have delivered the applicable quantity of RECs to Buyer after transferring the applicable quantity of WREGIS Certificates to Buyer's WREGIS Account

(C) In addition to its other obligations under this Section 3.3, Seller shall convey to Purchaser WREGIS Certificates from the Project that are of the same Vintage as the Product that was provided under Section 3.1 of this Confirmation.

ARTICLE 4 CPUC FILING AND APPROVAL

Within thirty (30) days after the Confirmation Effective Date, Seller shall file with the CPUC the appropriate request for CPUC approval of this Confirmation. Seller shall expeditiously seek CPUC approval, including promptly responding to any requests for information related to the request for CPUC approval of the filing. Purchaser shall use commercially reasonable efforts to support Seller in obtaining CPUC approval. Seller and Purchaser have no obligation to seek rehearing or to appeal a CPUC decision which fails to approve this Agreement, or which fails to meet the requirements contained in the Condition Precedent section. In seeking CPUC approval, Seller shall request that the CPUC find that the Product sold under this Agreement is a Category 1 Transaction.

ARTICLE 5 COMPENSATION

Purchaser will pay Seller as follows:

Calculation Period: Each calendar month during the Delivery Period.

Monthly Cash Settlement Amount: Purchaser shall pay Seller the Monthly Cash Settlement Amount, in arrears, for each Calculation Period in the amount equal to the sum, over all hours of the Calculation Period, of the Product, for each such hour, of (i) the Contract Price, multiplied by (ii) the quantity of CAISO Energy delivered to the Delivery Point and associated Category 1 Transaction Green Attributes (whether or not such Green Attributes have been transferred in WREGIS as described below) during that hour in accordance with the Scheduling Obligations. Such Monthly Cash Settlement Amount constitutes payment for the Product, including the Green Attributes, for such applicable Calculation Period. Purchaser shall be obligated to make such payments with respect to each applicable Calculation Period notwithstanding the fact that the Green Attributes associated with a particular Calculation Period may be delivered or credited to Purchaser's WREGIS account subsequent to the conclusion of the applicable Calculation Period in accordance with Section 3.3(b) of this Confirmation, provided that if Seller fails to comply with the provisions of Section 3.3(b), Buyer shall be entitled to exercise all rights and remedies available to Buyer under this Agreement for Seller's failure to deliver the Product.

Payment Date: Notwithstanding any provision to the contrary in Section 9.2 of the Master Agreement, payments of each Monthly Cash Settlement Amount by Purchaser 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 Purchaser 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 Purchaser during the applicable Calculation Period.

Invoices to Purchaser will be sent by hard copy and PDF format to:

Attn: Stephanie Mannion
Address: 100 Constellation Way, Ste 600, Baltimore, MD 21202
Email: stephanie.mannion@constellation.com
Phone: 410-470-3177
Facsimile 410-468-3540

For purposes of this Confirmation, Purchaser shall be deemed to have received an invoice upon the receipt of either the hard copy or PDF format of the invoice, whichever comes first.

Payment to Seller shall be made by electronic funds transfer pursuant to the following:

BNK: Union Bank of California
For: San Diego Gas & Electric Company
ABA: Routing # 122000496
ACCT: #4430000352
Confirmation: SDG&E, Major Markets
FAX :(213) 244-8316

With a copy to:

San Diego Gas & Electric Company
8315 Century Park Ct.
San Diego, California 92123-1593
Attn: Energy Accounting Manager
Phone: (858) 650-6177
Facsimile: (858) 650-6190

ARTICLE 6 REPRESENTATIONS, WARRANTIES AND COVENANTS

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

(a) 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. [STC 6]

(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. [STC REC-1]

The Parties agree and acknowledge that for the limited purposes of this Section 6.1, "commercially reasonable efforts" as set forth in Sections 6.1 (a) and (b) above shall not require Seller to incur out-of-pocket expenses in excess of \$50,000 in the aggregate in any one calendar year between the Confirmation Effective Date and the last day of the Term.

(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. [STC REC-1]

For the avoidance of doubt, the term "contract" as used in the immediately preceding paragraph means this Agreement.

(d) In addition to the foregoing, Seller warrants, represents and covenants, as of the Confirmation Effective Date and throughout the Delivery Period, 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) the electric energy generated with the Green Attributes delivered under this Confirmation was not and will not be re-sold as renewable energy, renewable electricity, clean energy, zero-emission energy, or in any similar manner.
- (v) the Project and all electrical output from the Project is registered with WREGIS as California RPS-Eligible Electric Energy; and
- (vi) the Product meets the definition of a Category 1 Transaction. Seller's breach of this warranty, representation and covenant shall entitle Purchaser to all rights and remedies available under this Agreement, the law, or in equity.

ARTICLE 7 GENERAL PROVISIONS

7.1 Purchaser Audit Rights

In addition to any audit rights that Purchaser may have under the Master Agreement, Seller shall, along with the initial invoice sent to Purchaser by Seller under this Confirmation for any calendar month during and after the Term and at other times as may be requested by Purchaser, provide documentation to the extent that it is available, which may include, for example, evidence that the Product meets the definition of Category 1 Transaction, 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 Purchaser.

7.2 Facility Identification

Upon Purchaser's reasonable request, within ten (10) Business Days after the end of each month during the Delivery Period, Seller shall provide indicative identification, based on preliminary meter data, of the facility(s) from the pooled facility that the Product was delivered from for that month.

**ARTICLE 8
GOVERNING LAW**

Section 8.1 Applicability to Transactions under this Confirmation

Notwithstanding Article 24 of the Master Agreement, for the purposes of the Transaction memorialized in this Confirmation, the provision set forth below will apply. This provision does not change the Governing Law applicable to any other Transaction entered into between the Parties under the Master Agreement.

Section 8.2 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.

**ARTICLE 9
CREDIT ASSURANCES AND DOWNGRADE EVENT**

(a) Credit Assurances. If either Party has reasonable grounds to believe that the other Party's creditworthiness or performance under this Confirmation has become unsatisfactory, the requesting Party will provide the other Party with written notice requesting Performance Assurance in an amount determined by Party A in a commercially reasonable manner. Upon receipt of such notice, the Party receiving such request shall have three (3) Business Days to remedy the situation by providing such Performance Assurance to the requesting Party. In the event that the Party receiving the request fails to provide such Performance Assurance within three (3) Business Days of receipt of notice, then an Event of Default under Section 22.1(d) will be deemed to have occurred and the requesting Party will be entitled to the remedies set forth in Section 22.2 of the Master Agreement.

(b) Downgrade Event. If at any time there shall occur a Downgrade Event in respect of either Party (the "Downgraded Party"), then the other Party may require the Downgraded Party to provide Performance Assurance in an amount determined by the requesting Party in a commercially reasonable manner. In the event the Downgraded Party shall fail to provide such Performance Assurance within three (3) Business Days of receipt of notice, or fails to maintain such Performance Assurance for so long as the Downgrade Event is continuing, then an Event of Default shall be deemed to have occurred and the requesting Party will be entitled to the remedies set forth in Section 22.2 of the Master Agreement. It shall be a "Downgrade Event" for Seller if Seller's Credit Rating falls below BBB- from S&P or Baa3 from Moody's or if Seller is not rated by either S&P or Moody's. It shall be a "Downgrade Event" for Buyer if Buyer's Credit rating falls below BBB- from S&P or Baa3 from Moody's or if Buyer is not rated by either S&P or Moody's.

**ARTICLE 10
CONFIDENTIALITY**

10.1 Amendment to WSPP Agreement

For purposes of this Confirmation, Section 30 (Confidentiality) of the WSPP Agreement is deleted in its entirety and replaced with the following:

"10.1(a) Neither Party shall disclose the non-public terms or conditions of this Agreement, other than (i) the Party's affiliates and its and their officers, directors, employees, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential, (ii) for disclosure to the Seller's Procurement Review Group, as defined in CPUC Decision (D) 02-08-071, subject to a confidentiality agreement, (iii) to the CPUC under seal for purposes of review, (iv) disclosure of terms specified in and pursuant to Section 10.1(b) of this Agreement; (v) in order to comply with any applicable law, regulation, or any exchange, control area or CAISO rule, or order issued by a court or entity with competent jurisdiction over the disclosing Party ("Disclosing Party"), other than to those entities set forth in subsection (vi); or (vi) in order to comply with any applicable regulation, rule, or order of the CPUC, CEC, or the Federal Energy Regulatory Commission. In connection with requests made pursuant to clause (v) of this Section 10.1(a) ("Disclosure Order") each Party shall, to the extent practicable, use reasonable efforts to prevent or limit such disclosure. After using such reasonable efforts, the Disclosing Party shall not be: (i) prohibited from complying with a Disclosure Order or (ii) liable to the other Party for monetary or other damages incurred in connection with the disclosure of the confidential information. Except as provided in the preceding sentence, the Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation.

(b) RPS Confidentiality. Notwithstanding Section 10.1(a) of this Agreement, at any time on or after the date on which Seller makes its filing seeking CPUC approval for this Agreement, either Party shall be permitted to disclose the following terms with respect to this Agreement: Party names, resource type, Delivery Term, project location, Contract Capacity, Contract Quantity, and Delivery Point (but not Contract Price).

(c) Publicity. Except as otherwise agreed to in this Section 10.1 above, no announcement, publicity, advertising, press release, promotional or marketing materials regarding the arrangement contemplated under this Agreement, including the existence hereof, shall be made by either Party without the prior written approval of the other Party which approval shall not be unreasonably withheld or delayed.

ACKNOWLEDGED AND AGREED TO AS OF THE CONFIRMATION EFFECTIVE DATE:

SAN DIEGO GAS & ELECTRIC COMPANY

EXELON GENERATION COMPANY, LLC

BY: 

BY: 

NAME: Matt Burkhart

NAME: Michael Pechin

TITLE: Vice President-

TITLE: VP, Wholesale Operations

Electric & Fuel Procurement

9.5

Legal Review
[Signature]

[Signature]

EXHIBIT A
TO THE CONFIRMATION BETWEEN EXELON GENERATION COMPANY, LLC AND SAN
DIEGO GAS AND ELECTRIC COMPANY DATED: APRIL 11, 2013

Name of Facility	Resource	Location	CEC RPS ID	Host Balancing Authority
AES Delano Inc	Biomass	Delano, CA	60431A	CAISO
AES Mt Signal 1 Solar	Solar PV	Imperial Valley, CA		CAISO
Arlington	Solar PV	Hassayampa, AZ		CAISO
Badger Filtration Plant	Conduit Hydro	Rancho Santa Fe, CA	60438E	CAISO
Bear Valley Hydro	Conduit Hydro	Escondido, CA	60439E	CAISO
Blue Lake Power, LLC	Biomass	Blue Lake, CA	60690A	CAISO
Borrego PV Solar I	Solar PV	Borrego Springs, CA	61211C	CAISO
Calpine Geysers	Geothermal	Sonoma & Lake County, CA	60002A	CAISO
			60003A	CAISO
			60004A	CAISO
			60005A	CAISO
			60006A	CAISO
			60007A	CAISO
			60008A	CAISO
			60009A	CAISO
			60012D	CAISO
			60013D	CAISO
			60014C	CAISO
60015C	CAISO			
60016C	CAISO			
Gestamp Calipatria	Solar PV	Calipatria, CA		CAISO
GRS - Sycamore	Biogas	Santee, CA	60486A	CAISO
Kumeyaay Wind Energy Facility	Wind	Boulevard, CA	60432A	CAISO
Manzana Wind	Wind	Tehachapi, CA	61671C	CAISO
Mesa Wind Farm	Wind	Riverside County, CA	60370A	CAISO
MM Prima Deshecha Energy, LLC	Biogas	San Juan Capistrano, CA	60552A	CAISO
MM San Diego - Miramar	Biogas	San Diego, CA	60481A	CAISO
MMR Campo Verde	Solar PV	Imperial Valley		CAISO

Mountain View III	Wind	Riverside County, CA	60430A	CAISO
Mushroom Power - CRE (FIT)	Biomass	San Diego, CA		CAISO
Oasis Power Partners	Wind	Mojave, CA		CAISO
Oasis Power Partners, LLC	Wind	Mojave, CA	60489A	CAISO
Ocotillo Wind Energy Facility	Wind	Imperial Valley, CA	61400C	CAISO
Ollivenhain Municipal	Conduit Hydro	Olivenhain, CA	60441E	CAISO
Otay Landfill I	Biogas	Chula Vista, CA	60433E	CAISO
Otay Landfill II	Biogas	Chula Vista, CA	60434E	CAISO
Otay Landfill V - CRE (FIT)	Landfill gas	San Diego, CA		CAISO
Otay Landfill VI - CRE (FIT)	Landfill gas	San Diego, CA		CAISO
Pacific Wind, LLC	Wind	Tehachapi, CA	61555C	CAISO
Phoenix West	Wind	Riverside County, CA	60445A	CAISO
RAM (To be added)	Solar PV	Various in SD County		CAISO
Rancho Penasquitos	Conduit Hydro	San Diego, CA	60470A	CAISO
Regenerate Seville	Solar PV	El Centro, CA		CAISO
Rugraw Lassen Lodge Hydro	Small Hydro	Lassen, CA		CAISO
San Francisco Peak Hydro Plant	Conduit Hydro	Oceanside, CA	60442E	CAISO
San Marcos Landfill	Biogas	San Marcos, CA	60435A	CAISO
SDG&E SEP (UOG)	Solar PV	Various in SD County		CAISO
SDG&E Sustainable	Solar PV	Various in SD County	Various	CAISO
Soitec Desert Green	Solar PV	Borrego Springs, CA		CAISO
Soitec Eastland	Solar PV	Boulevard, CA		CAISO
Soitec Rugged	Solar PV	Boulevard, CA		CAISO
Soitec TDS	Solar PV	Boulevard, CA		CAISO
Soitec Westland	Solar PV	Boulevard, CA		CAISO
Sol Orchard	Solar PV	San Diego County, CA (distributed)		CAISO
Solargen2	Solar PV	Imperial Valley, CA		CAISO
SunEdison Cascade	Solar PV			CAISO
Sycamore Landfill	Biogas	Santee, CA	60886A	CAISO
Tenaska South	Solar PV	Calexico, CA		CAISO
Tenaska West	Solar PV	Imperial Valley, CA		CAISO
Victor Mesa Linda B	Solar PV	Victorville, CA		CAISO
Western Antelope Dry Ranch	Solar PV	Lancaster, CA		CAISO
Zodiac Power Solar A - CRE (FIT)	Solar PV	Potrero, CA		CAISO
Zodiac Solar E - CRE (FIT)	Solar PV	Potrero, CA		CAISO