

**MASTER POWER PURCHASE AND SALE AGREEMENT
CONFIRMATION LETTER**

**SAN FRANCISCO PUBLIC UTILITIES COMMISSION
AGREEMENT NUMBER CS-1032
COMMUNITY CHOICE AGGREGATION POWER SUPPLIES**

This confirmation letter (this "Confirmation") shall confirm the Transaction agreed to on January 13, 2016 between the City and County of San Francisco, acting by and through its Public Utilities Commission, Power Enterprise ("Buyer" or "City") and Calpine Energy Services, L.P. ("Seller") regarding the sale/purchase of the Product under the terms and conditions as follows:

Product: Energy and PCC 1 Energy (Unit Firm)
 Contract Quantity: Set forth in Appendix A
 Green-e Eligible Quantity: Set forth in Appendix A
 Inter-SC Trade
 Delivery Point: NP 15 Trading Hub (TH_NP15_GENAPND)
 Contract Price:

Calendar Year	Contract Price for Energy (\$/MWh)	Environmental Attributes Premium (\$/MWh)
██████ ████████ ████████████████████	██████	██████
██████ ████████ ████████████████████	██████	██████
██████ ████████ ████████████████████	██████	██████
████████████████████ ██████	██████	██████

Delivery Period: May 1, 2016 through April 30, 2019, inclusive

Buyer Collateral:

Pursuant to Section 8.2(a) of the Master Agreement, Buyer shall deliver to Seller its Collateral Requirement in the following amounts:

Contract Year	Amount
[REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

Seller Collateral:

Pursuant to Section 8.1 of the Master Agreement, Seller shall deliver to Buyer its Collateral Requirement in the following amounts:

Contract Year	Amount
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

Buyer Termination Payment Cap: Pursuant to Section 5.3 of the Master Agreement, the Buyer's Termination Payment Cap is as follows:

Contract Year	Amount
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Special Conditions: See attached Additional Terms and Conditions

This Confirmation is entered into pursuant to and in accordance with the Master Power Purchase and Sale Agreement dated January 13, 2016 (the "Master Agreement") between Party A and Party B, and constitutes part of, and is subject to, the terms and provisions of such Master Agreement. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement.

City and County of San Francisco, acting by
and through its Public Utilities Commission,
Power Enterprise

By: Harlan L. Kelly, Jr.
Harlan L. Kelly, Jr.
General Manager, SFPUC

By: _____
Calpine Energy Services, L.P.


Contract Year	Amount
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Special Conditions: See attached Additional Terms and Conditions

This Confirmation is entered into pursuant to and in accordance with the Master Power Purchase and Sale Agreement dated January 13, 2016 (the "Master Agreement") between Party A and Party B, and constitutes part of, and is subject to, the terms and provisions of such Master Agreement. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement.

City and County of San Francisco, acting by and through its Public Utilities Commission, Power Enterprise

By: _____
 Harlan L. Kelly, Jr.
 General Manager, SFPUC

By: 
 Alexandre B. Makler
 Calpine Energy Services, L.P.



ADDITIONAL TERMS AND CONDITIONS

1 Product.

- 1.1 Purchase and Sale of Product. During each calendar year of the Delivery Period, Seller shall sell and deliver to Buyer, and Buyer shall purchase and pay for, Energy and PCC 1 Energy in the quantities set forth in Appendix A to this Confirmation. The Parties agree that the generation of Energy or PCC 1 Energy must occur within the same calendar year as the Energy delivered to Buyer pursuant to Section 7.1.
- 1.2 PCC 1 Energy and Associated RECs.
 - 1.2.1 During each calendar year of the Delivery Period, Seller shall supply Associated RECs to Buyer from facilities identified by Seller in Appendix B, whether owned or under contract to Seller, by causing such Associated RECs to be transferred to Buyer's WREGIS tracking account.
 - 1.2.2 Seller shall supply PCC 1 Energy quantities from the facilities identified in Appendix B to this Confirmation. Seller may add or remove facilities from Appendix B by providing written notice to Buyer within fifteen days (15) of the addition or removal. The notice shall include an amended Appendix B.
 - 1.2.3 Associated RECs for PCC 1 Energy generated in a prior calendar year but transferred to Buyer's WREGIS account in a subsequent calendar year will deemed to have been delivered in the prior calendar year.
 - 1.2.4 Seller shall use commercially reasonable efforts to acquire, keep or maintain meter data or other documentation supporting claims of production, delivery and transfer of PCC1 Energy to Buyer as may be requested by Buyer from time to time to meet California RPS verification requirements of the CEC or CPUC.

1.2.5 Seller agrees to use commercially reasonable efforts to enable Buyer to claim all green-e attributes and reporting rights from the deliveries of PCC 1 Energy pursuant to this Confirmation.

1.2.6 For purposes of Sections 1.2.4 and 1.2.5, the Parties agree that Seller's use of "commercially reasonable efforts" shall not require it to expend amounts in excess of \$5,000 per calendar year.

2. WREGIS Certificates.

2.1 Certificate Delivery. Throughout the Delivery Period, Seller shall, at its sole expense, take all actions and execute all documents or instruments necessary to ensure that all WREGIS Certificates for RECs associated with the PCC 1 Energy quantities under this Confirmation are issued, tracked, and transferred to CleanPowerSF within one (1) month of creation in WREGIS for purposes of satisfying CleanPowerSF's obligations under the California Renewables Portfolio Standard and CleanPowerSF's default and premium product Renewable Energy commitments. All WREGIS Certifications for a calendar year shall be delivered no later than May 15 of the following calendar year. Seller shall comply with all Applicable Laws (including, without limitation, the operating rules and requirements adopted by WREGIS) effective as of the date of this Confirmation regarding the certification and transfer of REC Certificates sold hereunder to Buyer. Seller shall be responsible for all customary expenses associated with WREGIS certificate issuance fees and utilizing WREGIS to transfer Associated RECs to Buyer, except for any costs incurred by Buyer with respect to Buyer's registration with WREGIS and Buyer's WREGIS account. Upon either Party's receipt of notice from WREGIS that a transfer of WREGIS Certificates was not recognized, that Party will immediately notify the other Party, providing a copy of such notice, and both Parties will cooperate in taking such actions as are necessary and commercially reasonable to cause such transfer to be recognized and completed. Each Party agrees to provide copies of its records to the extent reasonably necessary for WREGIS to verify the accuracy of any fact, statement, charge or computation made pursuant hereto if requested by the other Party.

2.2 Retirement of WREGIS Certificates. To facilitate compliance with obligations of

suppliers of Renewable Energy as first deliverers of electricity, as defined in Title 17, California Code of Regulations (“CCR”) Section 95802, to comply with mandatory greenhouse gas reporting requirements in Title 17 CCR Section 95101 with respect to such Renewable Energy, Buyer agrees to retire the RECs purchased from Seller hereunder for each renewable generation period in accordance with Title 17 CCR Section 95852(b)(3)(D).

3. Portfolio Carbon Content.

3.1 Product Requirements. During each calendar year of the Delivery Period, the carbon content of the Product supplied by Seller to Buyer shall be equal to or less than the following amounts:

2016:	423 pounds of CO ₂ /MWh
2017:	423 pounds of CO ₂ /MWh
2018:	385 pounds of CO ₂ /MWh
2019:	385 pounds of CO ₂ /MWh

3.2 The carbon content of any Energy supplied by a specified non-renewable or non-carbon-free generator (e.g., a conventional generator, using a fuel source such as natural gas) will be assigned the most current actual, documented emission factor associated with such generator approved by CARB. The carbon content of any unspecified purchases shall be calculated in accordance with the most current emissions factors adopted by CARB as they may be amended from time to time.

3.3 The carbon content of the Product supplied by Seller to Buyer in each calendar year shall be calculated by aggregating the pounds of CO₂ associated with all Energy supplied to Buyer in such calendar year and dividing same by the aggregate amount of Energy supplied in such calendar year (in MWhs and including any Additional Low Carbon Energy supplied by Seller during such calendar year). For purposes of aggregating the pounds of CO₂ associated with all Energy supplied to Buyer in such calendar year across generating units, the pounds of CO₂ associated with each generating unit from which Energy is supplied by Seller to Buyer in such calendar year shall be obtained by multiplying (a) the amount of Energy (in MWhs) provided by such unit and delivered to

Buyer pursuant to this Confirmation in such calendar year by (b) the carbon content assigned to such Energy pursuant to Section 3.2. The following formula illustrates the agreed methodology for calculation of the carbon content of the Product:

$$\frac{\sum_{i=1}^U (A * B)}{C}$$

Where:

U = all generating units from which Energy is supplied by Seller to Buyer in such calendar year

A = the carbon content of Energy supplied by a generating unit from which Energy was supplied by Seller to Buyer in such calendar year (expressed in pounds of CO₂/MWh as provided in Section 3.2)

B = the total number of MWhs of Energy supplied from such generating unit by Seller to Buyer in such calendar year

C = the total number of MWhs of Energy supplied by Seller as part of the Product (including but not limited to PCC1 Energy and Additional Low Carbon Energy) in such calendar year.

In order to provide evidence of the amount of Energy supplied by individual generating units for purposes of calculating the carbon content of the Product, Seller may provide (i) Associated RECs, (ii) NERC e-Tags and/or (iii) records of metered data.

3.4 No PCC 3 RECs. Seller shall not satisfy the carbon content requirement through the delivery of PCC 3 RECs.

4. Energy Sources. The Energy provided under the Agreement may be procured from unit-

specific resources, provided such resources are not coal or nuclear. To the extent unit specific resources have not been agreed to by the Parties, Seller may use system power to provide the required Energy so long as the portfolio carbon content requirements are satisfied at the end of each calendar year. Without limitation of the preceding two sentences, Seller is permitted to supply Energy quantities from the facilities identified in Appendix C to this Confirmation. Seller may add or remove facilities from Appendix C by providing written notice to Buyer within fifteen days (15) of the addition or removal. The notice shall include an amended Appendix C. To the extent Seller imports specified sources of Energy into a California balancing authority area (including the CAISO) for purposes of satisfying the portfolio carbon content requirements set forth in Section 3 of this Confirmation, the scheduling of such Energy shall be validated by NERC e-Tag, which shows the Energy is scheduled into a California balancing authority area (including the CAISO).

5. Quarterly Meeting. On a quarterly basis during each year of the term of this Agreement, the parties shall meet to review (1) the quantity of Associated RECs delivered to Buyer by source and the carbon content of the Product supplied in the previous three month period and cumulatively for the calendar year (calculated pursuant to Section 2.3), (2) a forecast of the quantity of Associated RECs to be supplied to Buyer by source and the carbon content of Product deliveries for the remainder of the calendar year (calculated pursuant to Section 2.3), and (3) any planned modifications or updates to the facilities identified in Appendix B.

6. Remedies for Failure to Deliver.

6.1 Product Shortfalls.

6.1.1 If, in any calendar year, Seller fails to deliver the total amount of Energy that it is required to deliver in that calendar year, then Seller shall pay Buyer damages in accordance with Section 4.1 of the Master Agreement by crediting the amounts required to be paid by Seller pursuant this subsection in its next monthly invoice submitted to Buyer. For purposes of the Transaction agreed to in this Confirmation, the Parties acknowledge and agree that Section 5.1(g) applies only to the overall quantity of Energy required to be supplied pursuant to this Confirmation in any consecutive

six (6) month period, and does not apply to PCC 1 Energy annual shortfalls or failure to meet the annual carbon content requirements of this Confirmation (the remedies for which are set forth in Sections 6.1.2 and 6.2 of this Confirmation, respectively).

6.1.2 If, in any calendar year, Seller fails to deliver the total quantity of PCC 1 Energy that it is required to deliver in that calendar year (as set forth in Appendix A) then notwithstanding Section 4.1 and Section 7.1 of the Master Agreement, Seller shall pay Buyer:

- (a) The positive difference between the Contract Price and the Replacement Price for PCC 1 Energy, and
- (b) An amount equal to ten percent (10%) of the Contract Price, for each MWh of PCC 1 Energy that Seller failed to deliver during that calendar year.
- (c) The Parties agree that the damages sustained by Buyer associated with Seller's failure to achieve the PCC 1 Energy quantities would be difficult or impossible to determine, or that obtaining an adequate remedy would be unreasonably time consuming or expensive and therefore agree that the Seller shall pay the damages specified in Section 6.1.2(b) of this Confirmation to Buyer as liquidated damages.

6.1.3 No later than thirty (30) days following the date the Associated RECs are available to Seller via WREGIS for PCC 1 Energy deliveries during the prior calendar year, Seller shall calculate whether it delivered the PCC 1 Energy quantities it was required to deliver in the prior calendar year, and, if not, shall credit the amounts required by this subsection in its next monthly invoice submitted to the City. The invoice shall include the basis for calculation of the credit and Seller shall provide to the City any information reasonably requested by the City to demonstrate Seller's compliance with this sub-section.

6.2 Failure to meet the Carbon Content Standard. If in any calendar year, the total

carbon emissions of the Energy delivered under this Agreement (calculated pursuant to Section 2.3) exceeds the portfolio carbon content levels set forth in Section 2.1, Seller shall pay Buyer damages calculated as the Environmental Attributes Premium multiplied by the amount of the additional deliveries of Renewable Energy and Associated RECs necessary to reduce the total annual carbon emissions to the applicable contract level by crediting the amounts required to be paid by Seller pursuant this subsection in its next monthly invoice submitted to Buyer; provided that the total carbon emissions of the Energy delivered in such calendar year shall be calculated including any RECs constituting a REC Shortfall for such calendar year in respect of which Seller has paid damages pursuant to Section 5.1.2)

6.3 Use of Buyer's Facilities to Replace Non-Delivered Products. In the event Seller fails to deliver Product as required by this Agreement, Buyer may utilize City-owned facilities to replace such shortfall. In the event Buyer utilizes City-owned facilities to replace undelivered Product, the Replacement Price for such Product shall be (1) if the undelivered Product is not reasonably available in the market, the sum of the Buyer's auditable costs of its use of the City facilities; or (2) in all other cases, the market price for such Product, as reasonably determined by Buyer.

7. Scheduling and Payments.

7.1 Scheduling. The Parties will purchase and sell Energy pursuant to this Transaction through Inter-Scheduling Coordinator trades in compliance with the CAISO Tariff.

7.2 Payments. Payments shall be made in accordance with Article 6 of the Master Agreement.

7.3 Invoices. Each monthly invoice shall contain the following information for deliveries in the previous month:

(1) the total quantity of Energy by source;

(2) the total quantity of Associated RECs by source, and;

(3) the carbon content of such Energy calculated pursuant to Section 3.3.

7.4 Reserve Account. City shall maintain a reserve account for the sole purpose of payment of the invoices for this Confirmation (“Reserve Account”).

7.4.1 As of May 1, 2016, the initial balance in the Reserve Account shall be equivalent to two months of the City’s estimated monthly payment obligations. The monthly payment obligation shall be calculated as the average of City’s projected monthly payments from May 1, 2016 to June 30, 2017.

7.4.2 The balance of the Reserve Account shall be adjusted on July 1 of each year of the Term to equal two months of the City’s estimated monthly payment obligations pursuant to Article 6 of the Agreement. The monthly payment obligation shall be calculated as the average of City’s projected monthly payments for the following 12 month period, or for the balance of the months remaining on the Term if less than 12 months are remaining.

7.4.3 If City uses any part of the Reserve Account to pay a monthly payment invoice, City shall provide notice to Seller with the invoice payment. City shall replenish the Reserve Account balance within thirty (30) days of such notice.

7.4.4 The City’s obligations under this section 7.4 shall automatically expire upon the payment of the final invoice pursuant to this Confirmation.

8. Additional Definitions. The following definitions shall apply to this Confirmation:

“Additional Low Carbon Energy” means Low Carbon Energy that is in addition to the PCC 1 Energy provided by Seller to Buyer in this Transaction. The Additional Low Carbon Energy quantity shall not include any PCC 3 RECs.

“Associated RECs” means the RECs associated with the generation of the PCC 1 Energy quantities supplied to Buyer under this Confirmation.

“Low Carbon Energy” means Energy generated by a Low Carbon Source and scheduled into a California balancing authority area, including the CAISO. Delivery of Low Carbon Energy generated by a facility located outside of California shall be validated by NERC e-Tag, which shows the Energy is scheduled into a California balancing authority area.

“Low Carbon Source” means any hydroelectric generating facility located within the Western Energy Coordinating Council area. For purposes of this Confirmation, nuclear power generation assets shall not qualify as a Low Carbon Source.

“PCC 1 Energy” shall mean Renewable Energy that meets the requirements of PCC 1 and all associated Green Attributes including “Associated RECs” and is scheduled into a California balancing authority area, including the CAISO.

“Unit Firm” means that the Product is intended to be supplied from a generation asset or assets owned or purchased by Seller as specified in the Transaction, and as updated from time to time pursuant to Section 1.2.2 of this Confirmation. Seller’s failure to deliver under a “Unit Firm” Transaction shall be excused: (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), (ii) in connection with an event of Force Majeure or (iii) by Buyer’s failure to perform. Seller shall not be liable to Buyer for any damages related to the affected generation asset(s), including any amounts determined pursuant to Article Four of the Master Agreement or Sections 6.1 or 6.2 of this Confirmation, to the extent its failure to deliver is so excused.

APPENDIX A
SCHEDULE OF QUANTITIES
 (Page 1 of 5)

APPENDIX A-1:
MONTHLY ENERGY QUANTITIES

Energy Contract Quantity				
MWh Per Month				
Month	2016	2017	2018	2019
1	-	42,802	43,160	43,417
2	-	37,284	37,480	37,736
3	-	35,506	35,490	35,483
4	-	32,490	32,796	33,184
5	13,921	28,883	29,034	-
6	15,928	29,484	29,526	-
7	13,156	26,304	26,548	-
8	13,631	26,581	26,859	-
9	17,643	31,590	31,556	-
10	20,455	34,361	34,719	-
11	29,545	37,831	38,071	-
12	39,780	39,944	40,068	-
Total	164,059	403,060	405,307	149,820

**APPENDIX A-2:
WEEKDAY HOURLY QUANTITIES**

Hourly Load Shapes (MW)

Weekdays																											
No. Days	Total MWh	HE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
20	-	Jan-16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
21	-	Feb-16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
23	-	Mar-16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
21	-	Apr-16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
21	10,101	May-16	14	13	13	13	13	15	16	19	22	24	26	27	27	28	28	27	26	23	21	19	19	17	16	15	
22	12,760	Jun-16	13	12	11	11	12	14	17	21	26	31	35	37	38	40	39	37	34	30	25	23	22	20	17	15	
20	9,680	Jul-16	8	7	7	7	6	7	10	13	18	22	28	32	36	38	36	34	30	25	20	18	17	14	12	10	
23	11,247	Aug-16	8	7	7	7	8	10	14	18	25	29	32	36	37	36	36	34	30	25	19	18	17	14	11	11	
21	13,503	Sep-16	15	14	13	13	15	17	21	26	31	35	38	41	42	43	42	40	37	32	26	25	23	20	18	16	
21	15,225	Oct-16	19	19	18	18	19	22	26	30	34	38	41	42	42	44	43	42	39	35	31	29	27	24	22	21	
21	21,546	Nov-16	32	30	29	29	30	34	40	44	48	50	51	51	50	49	48	47	48	52	51	49	47	43	39	35	
21	27,930	Dec-16	43	41	39	39	40	45	51	57	61	64	65	64	62	61	60	59	61	67	66	64	62	58	53	48	
21	30,072	Jan-17	45	43	42	43	44	49	57	65	68	70	71	70	68	67	65	64	64	69	70	68	65	61	55	49	
20	27,740	Feb-17	43	41	40	41	43	47	56	64	67	70	70	69	67	65	64	62	61	63	67	66	63	59	52	47	
23	27,324	Mar-17	36	34	34	34	34	35	39	47	53	56	59	61	61	60	59	58	56	55	53	54	55	55	50	45	39
20	22,900	Apr-17	33	32	30	30	31	35	42	48	54	57	60	61	61	61	60	58	56	52	50	51	54	49	43	37	
22	21,692	May-17	27	24	23	23	24	27	33	38	43	48	52	54	55	55	56	54	53	49	46	45	46	43	37	31	
22	22,660	Jun-17	28	26	24	23	24	26	31	36	42	48	52	55	57	60	60	60	58	55	52	49	47	45	39	33	
20	17,900	Jul-17	22	20	18	17	18	21	24	30	36	41	47	52	54	57	57	55	54	50	46	42	40	37	31	26	
23	20,861	Aug-17	22	19	18	17	19	21	27	31	38	43	47	52	55	56	57	56	54	50	45	43	42	37	31	27	
20	22,340	Sep-17	30	28	26	26	27	31	37	42	47	51	56	59	62	64	65	65	63	60	54	53	51	46	40	34	
22	25,586	Oct-17	34	32	31	31	32	35	42	48	51	55	58	60	61	62	62	61	59	57	55	55	53	48	43	38	
21	27,510	Nov-17	40	38	37	37	39	43	51	57	61	64	65	65	64	64	63	61	62	66	64	62	59	55	49	44	
20	26,920	Dec-17	43	41	39	39	40	45	52	59	62	65	66	65	63	62	61	60	62	68	67	65	63	59	53	47	
22	31,658	Jan-18	46	44	43	43	45	49	58	65	68	70	71	70	68	67	66	64	64	69	70	68	66	61	55	49	
20	27,880	Feb-18	43	42	41	41	43	47	57	64	67	70	71	70	68	65	64	62	61	63	67	66	63	59	53	47	
22	26,246	Mar-18	36	34	34	34	34	35	39	47	54	56	59	61	61	60	60	58	56	55	54	54	55	55	51	45	40
21	24,129	Apr-18	33	32	30	30	31	35	43	49	54	57	60	62	61	61	60	58	56	53	50	51	54	49	43	37	
22	21,780	May-18	27	24	23	23	24	27	33	39	43	48	52	54	55	56	56	55	53	50	46	45	46	43	37	31	
21	21,777	Jun-18	28	26	24	23	24	27	31	37	43	48	52	55	57	60	61	60	58	56	52	49	48	46	39	33	
21	18,858	Jul-18	22	20	18	17	18	21	24	30	36	42	47	52	54	57	57	56	54	50	46	42	40	37	32	26	
23	21,091	Aug-18	22	20	18	18	19	22	27	32	38	43	48	52	55	56	57	57	55	51	46	43	42	38	31	27	
19	21,337	Sep-18	30	28	27	26	28	31	37	42	47	51	56	59	62	65	66	65	64	60	54	54	51	46	40	34	
23	26,887	Oct-18	34	33	31	31	32	35	43	48	51	55	59	60	61	62	63	61	60	57	55	56	53	48	43	38	
21	27,678	Nov-18	40	39	38	37	39	43	51	57	61	64	66	66	65	64	63	62	62	66	65	62	60	55	49	44	
20	27,000	Dec-18	43	41	39	39	40	45	52	59	62	65	66	65	64	63	61	60	62	68	67	66	63	59	53	48	
22	31,834	Jan-19	46	44	43	43	45	50	58	65	68	71	71	71	69	67	66	64	65	70	70	69	66	61	55	50	
20	28,080	Feb-19	43	42	41	41	43	48	57	64	68	71	71	70	68	66	64	63	62	64	67	67	64	60	53	47	
21	25,158	Mar-19	36	35	34	34	35	39	48	54	56	60	61	61	60	60	58	57	56	54	54	55	55	51	45	40	
22	25,432	Apr-19	34	32	30	30	31	35	43	49	54	58	61	62	62	62	61	58	56	53	50	52	54	49	43	37	

**APPENDIX A-3:
WEEKEND HOURLY QUANTITIES**

Hourly Load Shapes (MW)

Weekends

No. Days	Total MWh	HE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
11	-	Jan-16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8	-	Feb-16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8	-	Mar-16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
9	-	Apr-16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
10	3,820	May-16	14	13	13	13	13	13	13	14	15	16	18	18	19	19	19	19	19	18	17	17	17	16	15	14	
8	3,168	Jun-16	13	12	11	11	11	11	11	12	14	17	20	22	23	23	23	22	20	20	19	18	18	17	15	13	
11	3,476	Jul-16	8	7	6	5	6	7	7	10	12	15	19	22	22	23	22	20	18	16	15	13	13	12	10	8	
8	2,384	Aug-16	8	7	6	6	7	8	9	9	12	15	17	20	21	19	19	18	16	14	13	12	13	11	9	9	
9	4,140	Sep-16	15	14	13	13	14	15	16	17	19	21	23	25	26	26	25	24	24	22	20	20	19	18	16	15	
10	5,230	Oct-16	19	18	18	18	18	19	20	19	20	22	24	25	26	26	26	25	25	24	24	24	23	21	20	19	
9	7,965	Nov-16	32	34	29	29	29	30	32	34	36	39	40	40	39	38	37	37	40	45	46	45	43	41	37	33	
10	11,850	Dec-16	44	41	40	39	39	41	43	46	49	52	53	53	52	51	50	49	52	60	61	60	58	55	51	46	
10	12,730	Jan-17	45	43	42	41	42	44	47	51	54	57	59	59	58	56	55	54	55	62	65	63	62	58	53	48	
8	9,544	Feb-17	43	41	40	40	40	42	45	48	52	55	56	55	53	51	50	49	50	54	59	60	58	56	50	46	
8	8,216	Mar-17	36	34	34	33	33	34	38	40	43	47	49	49	48	47	46	44	45	46	48	51	51	48	44	39	
10	9,590	Apr-17	34	32	30	29	29	31	33	35	39	43	45	47	47	46	45	44	43	43	44	46	50	46	42	36	
9	7,191	May-17	27	24	23	22	23	23	25	27	30	35	38	39	41	40	40	40	40	39	39	39	41	39	35	30	
8	6,824	Jun-17	29	26	24	23	22	23	24	26	30	35	38	41	43	45	46	46	45	45	45	43	43	42	37	32	
11	8,404	Jul-17	22	20	18	16	17	18	19	22	26	31	36	41	43	45	45	45	43	42	39	38	36	31	26		
8	5,720	Aug-17	22	19	18	17	17	18	20	21	26	30	34	37	40	39	40	40	40	39	37	36	37	34	29	25	
10	9,250	Sep-17	31	28	27	26	26	27	29	30	34	37	41	44	46	48	49	49	49	49	49	47	48	46	43	38	33
9	8,775	Oct-17	34	32	31	30	30	31	33	35	37	41	44	45	46	47	47	47	47	48	49	50	49	45	41	36	
9	10,278	Nov-17	40	43	37	37	37	39	41	44	48	51	53	53	52	50	49	49	51	57	58	57	55	52	47	42	
11	13,024	Dec-17	43	41	39	38	38	40	43	46	49	53	54	53	52	51	50	50	53	60	61	60	59	55	50	46	
9	11,502	Jan-18	45	43	42	41	42	44	48	51	54	58	59	59	58	57	55	54	56	62	65	64	62	58	53	48	
8	9,600	Feb-18	43	42	40	40	41	42	45	49	52	55	56	55	54	52	50	49	50	54	60	60	58	56	51	46	
9	9,279	Mar-18	36	35	34	33	33	35	38	40	43	47	49	49	48	47	46	45	45	46	49	51	51	48	44	39	
9	8,667	Apr-18	34	32	30	29	30	31	33	36	39	43	46	47	47	46	45	44	44	43	44	46	50	46	42	36	
9	7,254	May-18	27	24	23	22	23	24	25	27	30	35	38	40	41	41	41	40	40	40	39	39	42	40	35	30	
9	7,749	Jun-18	29	26	24	23	22	23	24	26	30	35	39	42	44	46	46	46	46	46	45	44	43	43	37	32	
10	7,690	Jul-18	23	20	18	16	17	18	19	22	26	31	36	41	43	45	46	45	44	42	40	39	36	31	26		
8	5,768	Aug-18	22	20	18	17	18	18	20	21	26	30	34	38	40	40	41	41	40	39	37	36	37	34	29	25	
11	10,219	Sep-18	31	29	27	26	26	27	29	30	34	37	41	44	47	48	49	49	50	49	47	48	47	43	38	33	
8	7,832	Oct-18	34	32	31	30	30	31	34	35	38	41	44	45	46	47	47	47	47	48	49	51	49	45	41	37	
9	10,350	Nov-18	41	43	37	37	37	39	42	45	48	51	53	53	52	51	50	49	51	58	59	57	55	52	47	43	
11	13,068	Dec-18	43	41	39	38	39	41	43	46	49	53	54	53	52	51	50	50	53	60	61	60	59	56	51	46	
9	11,583	Jan-19	46	43	42	42	42	44	48	51	54	58	60	60	58	57	56	55	56	63	65	64	62	59	53	49	
8	9,656	Feb-19	43	42	41	40	41	42	45	49	53	56	57	56	54	52	50	50	50	54	60	60	59	56	51	46	
10	10,360	Mar-19	36	35	34	34	33	35	38	41	43	47	49	49	49	48	46	45	45	46	49	51	51	49	44	39	
8	7,752	Apr-19	34	32	30	30	30	31	34	36	39	43	46	47	47	47	45	44	44	44	44	47	50	47	42	36	

**APPENDIX A-4:
ANNUAL PCC1 AND GREEN-E ELIGIBLE RENEWABLE ENERGY QUANTITIES**

Annual Renewable Energy Resource Quantities		
Year	Compliance Category 1 (MWh)	Green-E Eligible (MWh)
2016	[REDACTED]	Seller will use commercially reasonable efforts to enable Buyer to claim all green-e attributes and reporting rights from the deliveries of PCC 1 Energy pursuant to this Confirmation.
2017	[REDACTED]	
2018	[REDACTED]	
2019	[REDACTED]	

APPENDIX B
LIST OF PCC1 RESOURCES*

No.	Name of Facility:	Fuel Source:	Location:	CEC ID:	WREGIS ID:
	PCC1 resources to be used to serve City will be provided by Seller after Transaction execution date.				
...					

*List may be updated periodically pursuant to Section 1.2.2 of this Confirmation. Resources listed above are resources that may be used during the Delivery Period.

APPENDIX C
LIST OF ENERGY RESOURCES*

No.	Name of Facility:	Fuel Source:	Location:	CEC ID:	WREGIS ID:
1	Delta Energy Center	Natural gas	Pittsburg, CA		
2	Metcalf Energy Center	Natural gas	San Jose, CA		
3	Los Medanos Energy Center	Natural gas	Pittsburg, CA		
4					
5					
6					
7					
8					
9					
10					
...					

*To be finalized before commencement of Delivery Period.