

FIRST AMENDMENT TO POWER PURCHASE AGREEMENT

This First Amendment to Power Purchase Agreement (“First Amendment”) is made as of this 24th day of May, 2022, by and between PacifiCorp (d/b/a Pacific Power & Light Company), an Oregon corporation acting in its regulated utility capacity (“Buyer”), and Four Corners Windfarm, LLC (“Seller”). Buyer and Seller are each hereinafter referred to individually as a “Party” and collectively as the “Parties”. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement (defined below).

PRELIMINARY STATEMENT

WHEREAS, Buyer and Seller entered into a Power Purchase Agreement, dated June 16, 2009 (collectively, the “Agreement”), with respect to a wind facility for the generation of electric power located in Umatilla County, Oregon; and

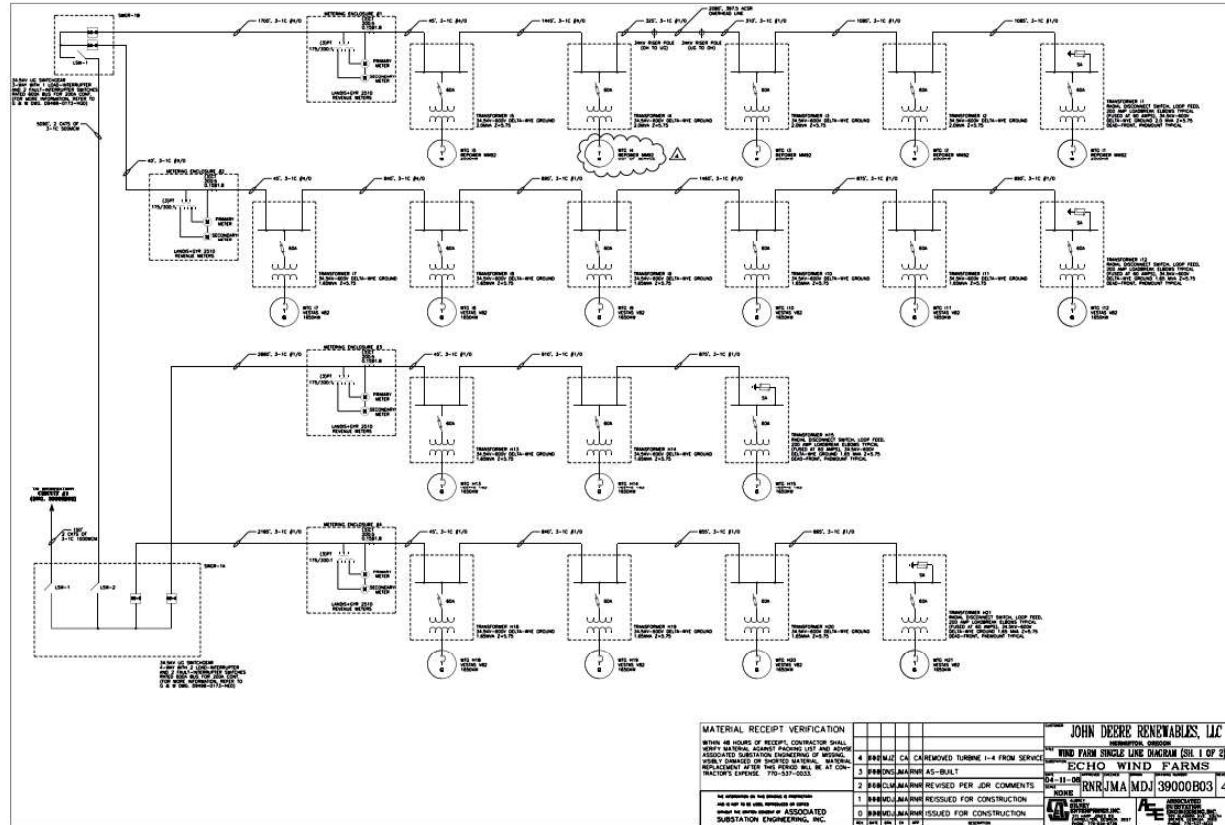
WHEREAS, the Parties now wish to amend the Agreement with respect to certain provisions relating to the decommission of the I-4 wind turbine generator.

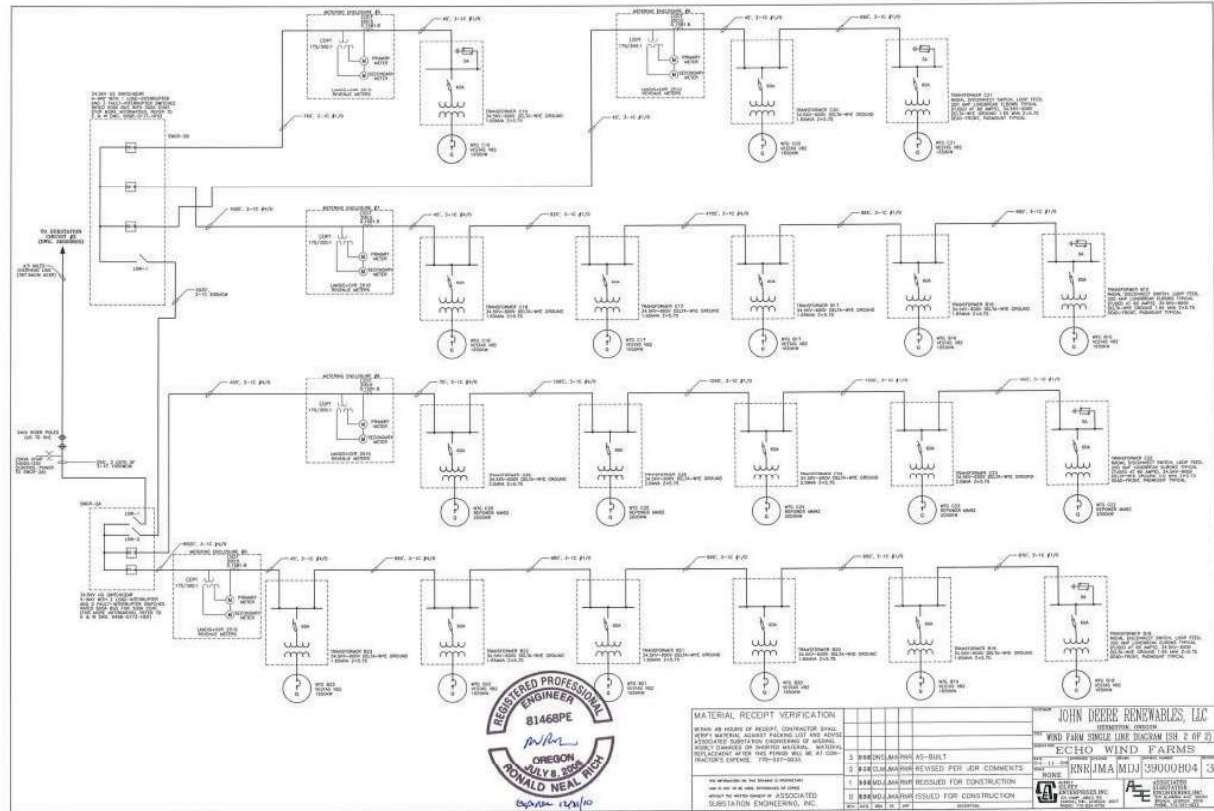
AGREEMENT

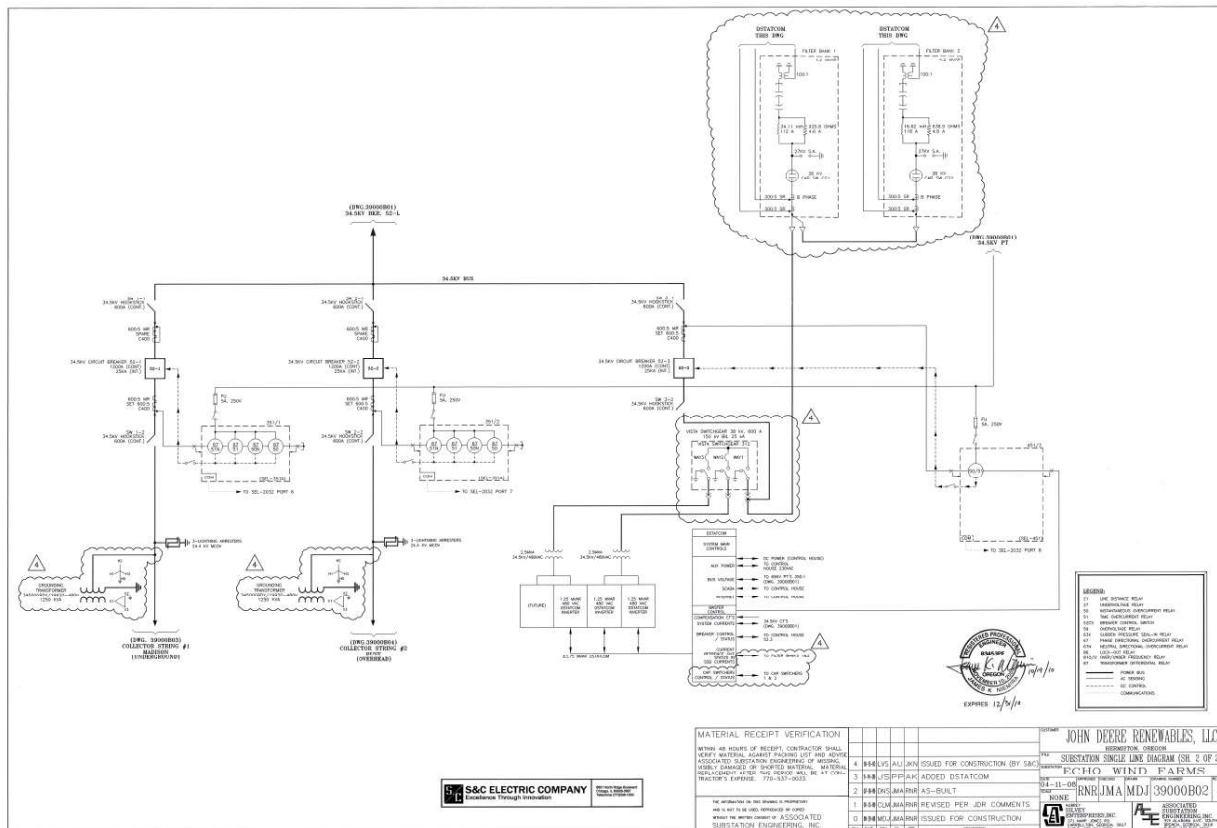
NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Idaho Power agree as follows:

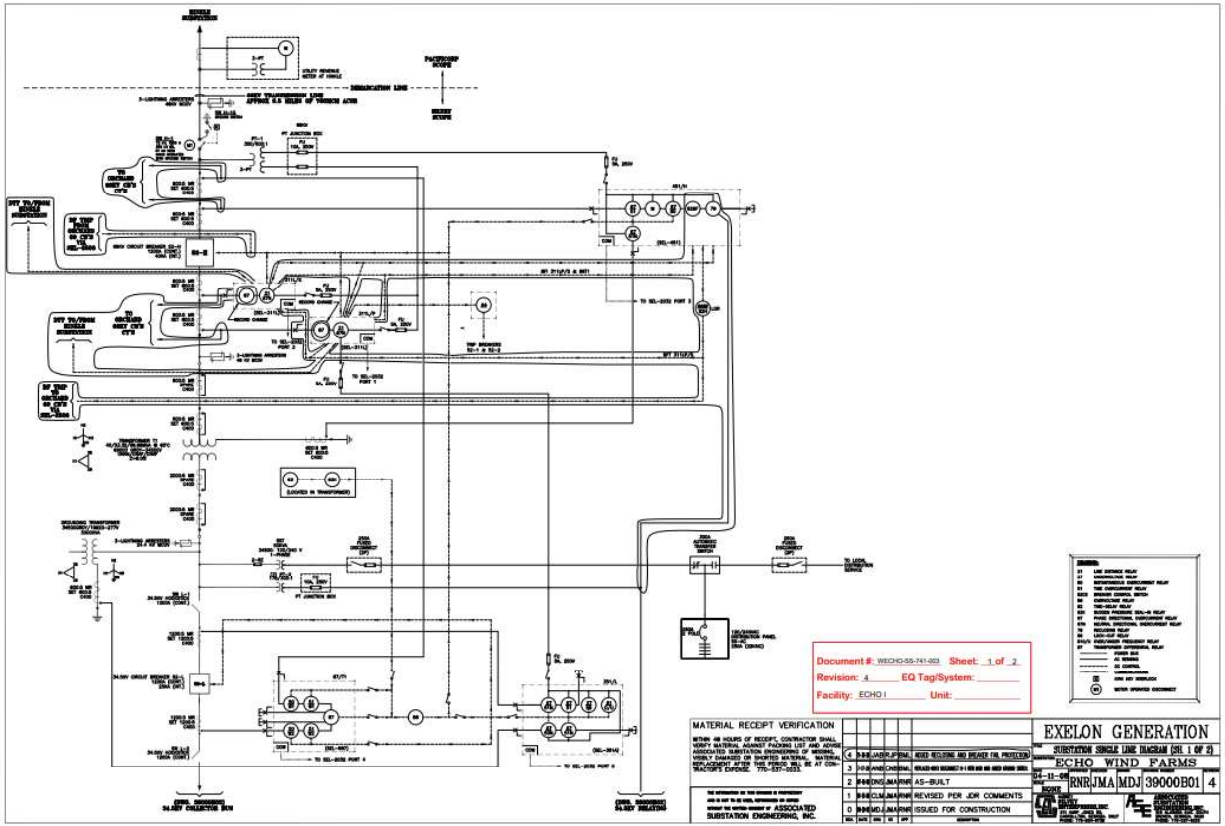
1. Amendments.
 - a. Recital A is amended by deleting and replacing “10,000” with “8,000” in the third line thereof.
 - b. Recital D is amended by deleting and replacing “27,707,000” with “22,165,600” in the second line thereof.
 - c. Section 4.2 (Average Annual Generation) is hereby amended by deleting and replacing “27,707,000” with “22,165,600” in the second line thereof.
 - d. Section 11.1.6 is hereby amended by deleting and replacing the second reference to “fifty percent (50%) or more for one year” with “sixty-two and one half percent (62.5%) or more for one year.”
 - e. Exhibit A-1 (Description of Sellers’ Facility) is hereby amended by:
 - i. deleting and replacing “5” with “4” in the first line thereof;
 - ii. deleting and replacing “**Facility Capacity Rating: 10,000 kW**” with “**Facility Capacity Rating: 8,000 kW**” in the third line thereof; and
 - iii. deleting and replacing “Maximum: 10,000 kW” with “Maximum: 8,000 kW” in the seventh line thereof.

- f. Exhibit A-2 (UNIT SPECIFICATIONS) is hereby amended by deleting and replacing the row on the table for Unit 4 with “Decommissioned” in all columns.
- g. The drawings in Exhibit B (SELLER’S INTERCONNECTION FACILITIES) are hereby deleted and replaced with the following drawings:









h. Exhibit D-1 (SELLER'S MOTIVE FORCE PLAN) is hereby amended by deleting the table and replacing with the following:

Month	Average Energy (kWh)
January	1,544,800
February	1,328,000
March	1,852,800
April	1,941,600
May	2,128,000
June	2,167,200
July	2,191,200
August	2,088,800
September	1,818,400
October	1,879,200
November	1,752,000
December	1,473,600

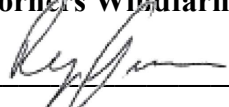
2. Miscellaneous Provisions

- a. Entire Agreement. This First Amendment constitutes the entire agreement of the Parties with respect to its subject matter, and it supersedes all prior agreements, quotes and correspondence of the Parties with respect to the subject matter of this First Amendment. This First Amendment may not be amended except in a writing signed by both Parties.
- b. Effect of this First Amendment. Except as expressly set forth in this First Amendment, all terms and conditions of the Agreement, and all rights and obligations of the Parties set forth in the Agreement, shall continue in full force and effect. This First Amendment shall control over any inconsistent or conflicting terms and conditions of the Agreement.
- c. Representations and Warranties. Each Party represents and warrants to the other Party that it and its signatory to this First Amendment have (i) all necessary power to execute this First Amendment, to deliver this First Amendment, and to perform its obligations under this First Amendment and (ii) taken all necessary action to authorize such execution, delivery and performance of this First Amendment.
- d. Counterparts. This First Amendment may be executed by original or electronic signature in one or more counterparts, each of which shall be deemed an original, but which collectively shall constitute one and the same instrument. The exchange of copies of this First Amendment and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this First Amendment by the Parties and may be used in lieu of the original First Amendment for all purposes. Signatures of the Parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for any purpose whatsoever.
- e. Heading. The headings used in this First Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this First Amendment.
- f. Governing Law. This First Amendment will be governed by and construed in accordance with the laws of the State of Oregon (without reference to choice of law doctrine).

[Signature page to follow]

IN WITNESS WHEREOF the Parties have executed this First Amendment with effect from the date first written above.

Four Corners Windfarm, LLC

By: 

Name: Ryori Swann

Title: Other Executive Position

PacifiCorp (d/b/a Pacific Power & Light Company)

Paul J. Johnson

Digitally signed by Paul J.
Johnson
Date: 2022.05.24 14:17:21
-07'00'

By: _____

Name: Paul Johnson

Title: Sr. Originator