

AMENDMENT
to
POWER PURCHASE AGREEMENT
between
Amy Family Holdings, LLC
and
PacifiCorp

This AMENDMENT (the “**Amendment**”), dated December 15, 2021, amends that certain POWER PURCHASE AGREEMENT between PacifiCorp, an Oregon corporation (“**PacifiCorp**”), and Amy Family Holdings, LLC as successor to Jake Amy (“**Seller**” and together with PacifiCorp, the “**Parties**”), dated January 3, 1985 (as amended, supplemented and modified from time to time, the “**PPA**”). Capitalized terms used but not defined in this Amendment shall have the meaning set forth in the PPA.

RECITALS

- A. PacifiCorp and Seller entered into the PPA prior to PacifiCorp’s separation of its energy supply and transmission functions as required by federal law and regulations. For this reason, the PPA includes provisions that address both energy sales and interconnection requirements.
- B. The PPA is scheduled to expire by its terms on December 31, 2021, and Seller has expressed a desire to continue to make sales from Seller’s facility to PacifiCorp consistent with the requirements of the federal Public Utility Regulatory Policies Act (“PURPA”), as implemented in the State of Idaho.
- C. PacifiCorp and Seller entered into that certain Amendment to the PPA dated November 18, 2020, in order to extend the PPA through December 31, 2022 (“**November 2020 Amendment**”), to allow Seller to continue to make sales from the Facility while interconnection upgrades are completed under Seller’s new interconnection agreement and pending the effectiveness of Seller’s replacement power purchase agreement.
- D. The November 2020 Amendment was submitted for approval to the Idaho Public Utilities Commission (“Commission”), and, in response to the request for approval, Commission Staff issued comments on November 22, 2021 (“Staff Comments”). In the Staff Comments, Commission Staff recommend Commission approval of an extension subject to the Parties making certain revisions to the November 2020 Amendment.
- E. The Parties enter into this Amendment for the purpose of making the changes suggested by Commission Staff in the Staff Comments.

AGREEMENT

PacifiCorp and Seller agree as follows.

1. The November 2020 Amendment hereby is null, void and superseded in its entirety by this Amendment.
2. Article 1 of the PPA is amended and restated to read as follows:

“Unless terminated earlier pursuant to the terms of this Agreement, this Agreement shall expire upon the earlier of (i) the effective date of a new power purchase agreement between PacifiCorp and Seller pertaining to the Facility; or (ii) December 31, 2022.”
3. All references in the PPA to the nameplate capacity of the Facility (as defined in the PPA) hereby are amended to reflect the installed nameplate capacity of 650 kilowatts (“kW”).
4. Notwithstanding any provision in the PPA to the contrary, for the period beginning January 1, 2022, through the end of the term of the PPA, PacifiCorp shall pay Seller as provided in Exhibit A to this Amendment for the energy output of the Facility delivered to the Point of Delivery as adjusted for Losses.
5. Notwithstanding any provision in the PPA to the contrary, PacifiCorp shall not be responsible to purchase the output of the Facility during periods that the Facility is curtailed due to construction and completion of the distribution system upgrades called for in the final, new stand-alone interconnection agreement between Seller and PacifiCorp’s transmission function.
6. Seller’s contact information in Article 5 of the PPA is amended and replaced with the following information:

“Amy Family Holdings, LLC
c/o Loretta S. Amy
3244 S Laurelhurst Place
Boise, ID 83705
Cell Phone: 208-949-5278”
7. This Amendment shall be effective once signed and delivered by both PacifiCorp and Seller and approved by the Idaho Public Utilities Commission.
8. All other terms and provisions of the PPA shall remain unchanged. Each party hereby ratifies and confirms that except as expressly amended hereby, all of the terms, conditions, covenants, representations, warranties and all other provisions of the PPA remain in full force and effect.
9. This Amendment shall be governed by and construed in accordance with the laws of the State of Idaho (without reference to its choice of law doctrine).
10. This Amendment may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart

of this Amendment by electronic transmission (in .pdf form) shall be equally as effective as delivery of a manually executed counterpart.

[signature page follows]

IN WITNESS WHEREOF, the parties below have caused this Amendment to be executed in their respective names.

PacifiCorp

By: Ronald Scheirer Digitally signed by Ronald Scheirer
Date: 2021.12.27 09:21:58 -08'00'
Name:
Title:

Amy Family Holdings, LLC

By: *Jessica Amy*

EXHIBIT A

Energy Rate

Energy Purchase Price = Energy Annual Rate * Monthly Peak Multiplier

Table 1: Energy Annual Rates

Year	Energy Annual Rate for hourly generation of 600 kWhs or less (\$/MWh)	Energy Annual Rate for hourly generation of more than 600 kWhs (\$/MWh)
2022	\$51.58	23.90

Table 2: Monthly On-Peak/Off-Peak Multipliers

Month	On-Peak Hours	Off-Peak Hours
January	103%	94%
February	105%	97%
March	95%	80%
April	95%	76%
May	92%	63%
June	94%	65%
July	121%	92%
August	121%	106%
September	109%	99%
October	115%	105%
November	110%	96%
December	129%	120%

Where:

“Off-Peak Hours” means all hours that are not On-Peak Hours.

“On-Peak Hours” means all hours ending 07:00:00 through 22:00:00 MPT, Monday through Saturday, excluding NERC designated holidays.