

SECOND AMENDMENT
to
POWER PURCHASE AGREEMENT
between
Larry Oja and Christie Oja
and
PacifiCorp

This SECOND AMENDMENT (the “**Amendment**”), dated December 15, 2021, amends that certain POWER PURCHASE AGREEMENT between PacifiCorp, an Oregon corporation (“**PacifiCorp**”), and Larry Oja and Christie Oja, individually and as successors to Myron Jones and Nola Jones (“**Seller**”), dated March 4, 1986 (as amended January 24, 1992, and as may be 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 January 31, 2022, and Seller has expressed a desire to continue to make sales from the Facility to PacifiCorp consistent with the requirements of the federal Public Utility Regulatory Policies Act (“PURPA”), as implemented in the State of Idaho.
- C. Seller has demonstrated to PacifiCorp that the Facility remains a “Qualifying Facility” as defined by PURPA and as implemented in the State of Idaho.
- D. Seller and PacifiCorp are in the process of securing a new stand-alone interconnection agreement that, once executed and all distribution system upgrades are constructed and in-service, will replace the interconnection provisions in the PPA.
- E. During the period that the necessary distribution system upgrades are being completed, PacifiCorp and Seller have agreed to a limited extension to the term of the PPA, with updated pricing for energy sales during the extended term of the PPA as described below.

AGREEMENT

PacifiCorp and Seller agree as follows.

1. The first sentence of Section 1.1 of the PPA is amended and restated to read as follows:

“Subject to the terms and conditions hereof, this Agreement shall be binding upon execution and shall remain in effect until the earlier of (i) the effective date of a new power purchase agreement between PacifiCorp and Seller pertaining to the Facility; or (ii) January 31, 2023.”

2. Notwithstanding any provision in the PPA to the contrary, for the period beginning February 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.
3. 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.
4. Seller’s contact information in Article 5 of the PPA is amended and replaced with the following information:

Larry and Christie Oja
267 Mill Canyon Road
Malad City, Idaho 83252
Email: oja@atcnet.net
Phone: (208) 317-4963
5. This Amendment shall be effective once signed and delivered by both PacifiCorp and Seller and approved by the Idaho Public Utilities Commission.
6. 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.
7. 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).
8. 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: _____
Name: _____
Title: _____

LARRY OJA


By: Larry Oja
Date: 6-DEC-2021

CHRISTIE OJA

By: Christie Oja
Date: Dec. 6, 2021

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

PacifiCorp

By: 
Name: RONALD S. HESTER
Title: DIRECTOR

LARRY OJA

By: _____

Date: _____

CHRISTIE OJA

By: _____

Date: _____

EXHIBIT A

Energy Rate

Energy Purchase Price = Energy Annual Rate * Monthly Peak Multiplier

Table 1: Energy Annual Rates

Year	Energy Annual Rate \$/MWh
2022	56.37
2023	55.84

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.