

SECOND AMENDMENT
to that certain
POWER PURCHASE AGREEMENT
Between
Oregon Environmental Industries, LLC
And
PacifiCorp

This Second Amendment (this “**Amendment**”), effective July 29, 2022, amends that certain POWER PURCHASE AGREEMENT between PacifiCorp, an Oregon corporation (“**PacifiCorp**”), and Oregon Environmental Industries, LLC (“**Seller**”), dated August 18, 2006, as amended by that certain Amendment to Power Purchase Agreement dated June 28, 2007 (“**First Amendment**”) (as so amended and as may be further amended and modified from time to time, the “**PPA**”). Seller and PacifiCorp are referred to individually in this Amendment as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Seller owns, operates and maintains a 3,200-kilowatt (kW) landfill gas facility for the generation of electric power at the Dry Creek Landfill in Eagle Point, Jackson County, Oregon (“**Facility**”); and

B. The PPA expires by its terms on July 31, 2022; and

C. Seller intends to continue to operate the Facility as a Qualifying Facility past July 31, 2022, and has requested to further extend the term of the PPA; and

D. PacifiCorp has agreed to further extend the term of the PPA on and subject to the terms and conditions set forth in this Amendment.

AGREEMENT

PacifiCorp and Seller agree to the following:

1. **Section 2.3** of the PPA is deleted in its entirety and replaced with the following provision:

“Except as otherwise provided herein, this Agreement shall terminate on September 30, 2022.”

2. Beginning August 1, 2022, Seller shall not deliver any Net Output to PacifiCorp under the PPA until such time PacifiCorp provides written notice to Seller that PacifiCorp has received designation of the Facility as a Network Resource (as that term is defined in PacifiCorp’s Open Access Transmission Tariff on file with FERC), thereby authorizing transmission service

under PacifiCorp's Network Integration Service Agreement with PacifiCorp Transmission Provider.

3. Notwithstanding anything to the contrary that may be set forth in **Section 5.2** of the PPA, PacifiCorp shall pay Seller the applicable On-Peak and Off-Peak rates specified in **Attachment A** of this Amendment effective as of August 1, 2022, which shall, as of such date, replace the Contract Prices specified in **Exhibit F** of the PPA.

4. 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.

5. Capitalized terms used but not defined in this Amendment shall have the meaning set forth in the PPA.

[signature page follows]

ATTACHMENT A

To replace all Contract Prices in **Exhibit F** of the PPA

Effective on and following July 1, 2022


Calendar Year	On-Peak Contract Price in ¢/kWh	Off-Peak Contract Price in ¢/kWh
2022	9.14	5.87

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

“On-Peak Hours” means the hours between 6 a.m. Pacific Prevailing Time (“PPT”) and 10 p.m. PPT, Mondays through Saturdays, excluding Western Electricity Coordinating Council (WECC) and North American Electric Reliability Corporation (NERC) holidays.


By signing below, the duly authorized representatives of the Parties indicate their agreement to the terms of this Amendment.

Oregon Environmental Industries, LLC

By: 
Name: Jennifer Stuber
Title: General Manager
Date: July 29, 2022

PacifiCorp

By: **Paul J. Johnson**
Name: Paul Johnson
Title: Senior Originator
Date: July 29, 2022

 Digitally signed by
Paul J. Johnson
Date: 2022.07.29
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