

AMENDMENT No. 2
to that certain
NON-FIRM POWER PURCHASE AGREEMENT
Between
Oregon State University
(Formerly known as State of Oregon, acting by and through the Oregon State Board of
Higher Education on behalf of Oregon State University)
And
PacifiCorp

This AMENDMENT No. 2 (the “**Amendment**”), effective as of April 1, 2022 (the “**Effective Date**”), amends that certain NON-FIRM POWER PURCHASE AGREEMENT (the “**PPA**”), dated November 23, 2010, between PacifiCorp, an Oregon corporation (“**PacifiCorp**”), and Oregon State University, a public university under Oregon Revised Statute 352.002, and formerly the State of Oregon acting by and through the Oregon State Board of Higher Education (the “**Seller**”), as amended by that certain Amendment effective May 21, 2020 (as so amended, the “**PPA**”). Seller and PacifiCorp are referred to individually in this Amendment as a “**Party**” and collectively as the “**Parties.**” Capitalized terms used but not defined in this Amendment shall have the meaning set forth in the PPA.

RECITALS

- A. Seller owns, operates and maintains a gas-fired cogeneration facility for the generation of electric power, including interconnection facilities, located in Corvallis, Benton County, Oregon, with a facility capacity rating of 6,500 kilowatts (kW).
- B. The PPA expires by its terms on March 31, 2022.
- C. Seller intends to continue to operate the Facility as a Qualifying Facility past March 31, 2022, and has requested to extend the term of the PPA.
- D. PacifiCorp has agreed to extend the term of the PPA at the updated Oregon Standard Offer Schedule and otherwise on the terms and conditions set forth herein.

AGREEMENT

PacifiCorp and Seller agree to the following:

1. Amendments. Effective as of the Effective Date, the Parties agree to amend the PPA as follows:

a. Section 2.4. Section 2.4 is amended such that the Termination Date is the earlier of (i) the effective date of a new power purchase agreement between PacifiCorp and Seller pertaining to the Facility, or (ii) September 30, 2022.

b. Section 5.1. Section 5.1 is amended such that the first sentence is deleted and replaced with the following:

“For all Net Output delivered to the Point of Delivery, PacifiCorp shall pay 93% of the blended firm prices at Four Corners, COB, Mid-C and Palo Verde, as published in Intercontinental Exchange (ICE) Day Ahead Power Price Report, for the On-Peak and Off-Peak periods.”

c. Section 21.1. Section 21.1 of the PPA is amended such that PacifiCorp’s contact information shall be as follows:

Notices	PacifiCorp
All Notices	PacifiCorp 825 NE Multnomah, Suite 600 Portland, Oregon 97232- 2315 Attn: Contract Administration E-mail: cntadmin@pacificorp.com Duns: 00-790-9013 Federal Tax ID Number: 93-0246090
All Invoices:	(same as street address above) Attn: Back Office, Suite 700 Email: powerinvoices@pacificorp.com
Scheduling:	(same as street address above) Attn: Pre-Scheduling, Suite 600 Phone: (503) 813-6090 Email: ctpreschd@pacificorp.com
Payments:	(same as street address above) Attn: Central Cashiers Office, Suite 550 Phone: (503) 813-6826
Wire Transfer:	To be provided in separate letter from PacifiCorp to Seller
Credit and Collections:	(same as street address above) Attn: Credit Manager, Suite 600 Phone (503) 813-7280 Facsimile: (503) 813-5609
With Additional Notices of an Event of	PacifiCorp Legal Department 825 NE Multnomah, Suite 2000 Portland, Oregon 97232- 2315

Notices	PacifiCorp
Default or Potential Event of Default to:	Attn: Assistant General Counsel

2. Reimbursement of Point-to-Point Transmission Service. Seller will reimburse PacifiCorp for its actual costs incurred to secure OATT Schedule 7 point-to-point (“PTP”) transmission service on a monthly basis commencing with the date on which this Amendment is executed and delivered on behalf of both Parties (“Commencement Date”) through the earlier to occur of (i) September 30, 2022; and (ii) the first day following the expiration of any prepaid PTP transmission service following the date on which the Facility is designated as a network resource (“DNR”), a request for which PacifiCorp will submit to PacifiCorp Transmission within five (5) days of the Commencement Date; provided that if, for any period of time during the term before the Facility obtains DNR status, PacifiCorp is unable to procure PTP transmission service, immediately upon notice from PacifiCorp Seller will cease all deliveries of energy generated by the Facility to PacifiCorp’s system, and PacifiCorp will not be obligated to accept and purchase any energy from the Facility during such period.

3. Ratification. 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.

4. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Oregon (without reference to its choice of law doctrine).

5. Effective Date. This Amendment shall be effective as of the Effective Date. As of the Effective Date, all references in the PPA to “Agreement” will mean the Agreement as amended by this Amendment.

6. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate 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.]

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