

**SECOND AMENDMENT**  
**to**  
**POWER PURCHASE AGREEMENT**  
**between**  
**DOUGLAS COUNTY and**  
**PACIFICORP**

L21982

This SECOND AMENDMENT (the “**Amendment**”), dated November 18, 2021, amends that certain POWER PURCHASE AGREEMENT between PacifiCorp, an Oregon corporation (“**PacifiCorp**”), and Douglas County (“**Seller**”), dated September 1, 1982 (as amended by that certain Amendment No. 1 dated August 9, 1989, the “**PPA**”). Capitalized terms used but not defined in this Amendment shall have the meaning set forth in the PPA.

**RECITALS**

- A. The PPA was entered into 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 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. Article II (Term) of the PPA is amended and restated to read as follows:

*“Subject to the provisions of Articles XII and XXIII, this Agreement shall become effective when executed by both the parties hereto, and shall end on the earlier to occur of (i) the date on which Seller is authorized to deliver power generated by*

*the Facility to PacifiCorp under a new power purchase agreement between PacifiCorp and Seller; or (ii) April 15, 2022. ”*

2. 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 (“Extension Period”), PacifiCorp shall pay Seller the differentiated energy rates provided in Exhibit A to this Amendment for the Net Metered Output of the Facility delivered to the Point of Delivery. PacifiCorp shall not pay a Capacity price during the Extension Period.
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. This Amendment shall be effective once signed and delivered by both PacifiCorp and Seller.
5. 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 and are binding on such party, including Seller as successor in interest under the PPA.
6. 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).
7. 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.

**DOUGLAS COUNTY, OREGON**, by  
and through its Board of Commissioners

By   
Chair

Date 11-17-2021

By   
Commissioner

Date 11-17-2021

By   
Commissioner

Date 11-17-2021

**PacifiCorp**

By: Bruce Griswold Digitally signed by Bruce Griswold  
Date: 2021.11.18 10:15:44 -08'00'

Name: Bruce Griswold

Title: Director, Short-term Origination

**Douglas County**

By: \_\_\_\_\_

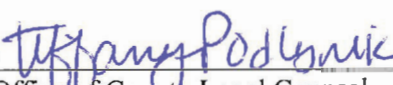
Name: \_\_\_\_\_

Title: \_\_\_\_\_

REVIEWED AS TO CONTENT

By   
Director of Public Works  
Date 11/18/21

REVIEWED AS TO FORM

By   
Office of County Legal Counsel  
Date Nov. 9, 2021

## EXHIBIT A

### Differentiated Energy Rate

Year	On-Peak Energy Rate	Off-Peak Energy Rate
2022	\$31.50	\$22.60