

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

This First Amendment (this “**Amendment**”), effective May 10, 2024, amends that certain POWER PURCHASE AGREEMENT between PacifiCorp, an Oregon corporation (“**PacifiCorp**”), and Oregon Environmental Industries, LLC (“**Seller**”), dated March 6, 2023 (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 30, 2024; and
- C. Seller intends to continue to operate the Facility as a Qualifying Facility past July 30, 2024, 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 2.4** 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, 2025 (“**Termination Date**”).”

- 2. Notwithstanding anything to the contrary that may be set forth in the PPA, beginning July 31, 2024, Seller shall not deliver any Net Output to PacifiCorp under the PPA unless and until such time as PacifiCorp has provided 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

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

3. Notwithstanding anything to the contrary that may be set forth in the PPA, including **Sections 5.1** and **5.2** of thereof, PacifiCorp shall pay Seller the applicable On-Peak and Off-Peak rates specified in **Attachment A** of this Amendment effective as of July 31, 2024, 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]

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

Oregon Environmental Industries, LLC

PacifiCorp

By: Dan Schooler
Dan Schooler (May 10, 2024 16:35 CDT)

By: _____

Name: Dan Schooler

Name: _____

Title: Vice President

Title: _____

Date: 05/10/24

Date: _____

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

Oregon Environmental Industries, LLC

PacifiCorp

By: _____
Name: _____
Title: _____
Date: _____

By: Digitally signed by Ronald Scheirer
Scheirer
Date: 2024.05.10 13:39:50 -05'00'
Name: Ronald Scheirer
Title: Director, Valuation & Commercial Business
Date: 5/10/24

ATTACHMENT A

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

Calendar Year	On-Peak Contract Price in ¢/kWh	Off-Peak Contract Price in ¢/kWh
2024	11.54	7.46
2025	11.41	7.68

“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.