



e-FILING REPORT COVER SHEET

COMPANY NAME:

DOES REPORT CONTAIN CONFIDENTIAL INFORMATION? No Yes If yes, submit a redacted public version (or a cover letter) by email. Submit the confidential information as directed in OAR 860-001-0070 or the terms of an applicable protective order.

Select report type: RE (Electric) RG (Gas) RW (Water) RT (Telecommunications)  
RO (Other, for example, industry safety information)

Did you previously file a similar report? No Yes, report docket number:

Report is required by: OAR  
Statute  
Order

Note: A one-time submission required by an order is a compliance filing and not a report (file compliance in the applicable docket)

Other  
(For example, federal regulations, or requested by Staff)

Is this report associated with a specific docket/case? No Yes, docket number:

List Key Words for this report. We use these to improve search results.

Send the completed Cover Sheet and the Report in an email addressed to [PUC.FilingCenter@state.or.us](mailto:PUC.FilingCenter@state.or.us)

Send confidential information, voluminous reports, or energy utility Results of Operations Reports to PUC Filing Center, PO Box 1088, Salem, OR 97308-1088 or by delivery service to 3930 Fairview Industrial Drive SE, Salem, OR 97302.

**DONOVAN E. WALKER**  
Lead Counsel  
[dwalker@idahopower.com](mailto:dwalker@idahopower.com)

October 6, 2015

## VIA ELECTRONIC FILING

Attention: Filing Center  
Public Utility Commission of Oregon  
201 High Street SE, Suite 100  
P.O. Box 1088  
Salem, Oregon 97308-1088

Re: Docket RE 141  
Informational Filing on Qualifying Facility Transactions – First  
Amendments to Energy Sales Agreements

Dear Filing Center:

Due to a Mid-C definition change and replacement of the Dow Jones Index (which was discontinued in 2013) with the Intercontinental Exchange Index for Schedule 86 customers, amendments to the projects' original Energy Sales Agreements ("ESA") were executed between Idaho Power Company and the entities. The ESAs were entered into pursuant to the Public Utility Regulatory Policies Act of 1978 ("PURPA"). Under OAR 860-029-0020(1), a public utility must file a true copy of an executed agreement between the utility and PURPA qualifying facility. Copies of the ESAs were submitted to the Public Utility Commission of Oregon ("OPUC") as informational filings.

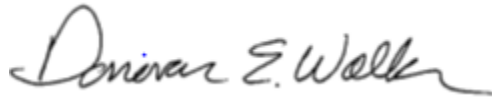
Below is a list of the amendments provided with this informational filing:

<b>Project</b>	<b>Date of ESA</b>	<b>Submission Date to OPUC</b>	<b>First Amendment Date</b>
City of Cove (Mill Creek Hydroelectric)	09/19/11	10/24/11	09/22/14
Prospector Windfarm, LLC	10/09/13	10/21/13	12/03/14
Benson Creek Windfarm, LLC	10/09/13	10/21/13	12/03/14
Jett Creek Windfarm, LLC	10/09/13	10/21/13	12/03/14
Durbin Creek Windfarm, LLC	10/09/13	10/21/13	12/03/14

Willow Spring Windfarm, LLC	05/23/14	05/29/14	12/03/14
Open Range Solar Center, LLC	12/09/13	12/16/13	12/22/14
Vale Air Solar Center, LLC	12/09/13	12/16/13	12/22/14
Grove Solar Center, LLC	01/02/14	01/15/14	12/22/14
Hyline Solar Center, LLC	01/15/14	01/22/14	12/22/14
Railroad Solar Center, LLC	02/21/14	02/27/14	12/22/14
Thunderegg Solar Center, LLC	02/21/14	02/27/14	12/22/14
Kootenai Electric Cooperative, Inc. (Fighting Creek Landfill)	03/05/14	03/11/14	12/03/14

If you have any questions regarding the attached amendments or this letter, please do not hesitate to contact me at (208) 388-5317.

Sincerely,



Donovan E. Walker

DEW:csb

Attachments

cc: Brittany Andrus – w/attachs (via e-mail)  
Lisa F. Rackner – w/attachs (via e-mail)  
Randy Allphin – w/attachs (via e-mail)  
Mike Youngblood – w/attachs (via e-mail)

**FIRST AMENDMENT  
TO THE  
ENERGY SALES AGREEMENT  
BETWEEN  
IDAHO POWER COMPANY  
AND  
CITY OF COVE, OREGON**

This First Amendment of the Energy Sales Agreement (“First Amendment”) is entered into on this 22<sup>nd</sup> day of Sept., 2014 by and between Idaho Power Company, an Idaho corporation (“Idaho Power”), and City of Cove, Oregon, a City of the state of Oregon (“City of Cove” or “Seller”) (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power and Seller entered into a standard Energy Sales Agreement on September 19, 2011 (the “Agreement”) for the purchase and sale of energy produced by the Seller’s facility and the Agreement was submitted to the Public Utility Commission of Oregon (“Oregon PUC”) on September 19, 2011 in compliance with OAR 860-029-0020(1);

WHEREAS, On September 13, 2013, the Publisher of the Dow Jones and Platts indices provided notice to Idaho Power that it was discontinuing publication of the Dow Jones non-firm index and transitioning to the Platts non-firm index and since such transition, the Platts index has reported zero volumes;

WHEREAS, Idaho Power and other parties to Idaho Public Utilities Commission (“Idaho PUC”) Docket No. IPC-E-13-25 entered into a Settlement Stipulation on March 14, 2014, (“Stipulation”) that changed the definition of Mid-Columbia Market Energy Cost in standard agreements and Schedule 86 to replace the Dow Jones non-firm index with the Intercontinental Exchange firm index and formula for purposes of calculating market energy cost, and this Stipulation was approved by the Idaho PUC in Order No. 33053 on June 10, 2014;

WHEREAS, the Idaho PUC’s order approving the Stipulation also approved amendments replacing the Dow Jones non-firm index with the Intercontinental Exchange firm index in contracts of parties to Docket No. IPC-E-13-25, and found it to be reasonable to allow existing PURPA qualifying facilities that currently have a contract with Idaho Power containing reference to the Dow Jones non-firm index to amend their contracts consistent with the terms of the Stipulation;

WHEREAS, Idaho Power’s compliance filing in Oregon PUC docket UM 1610 contains the replacement of the discontinued Dow Jones Index with reference to the Intercontinental Exchange firm Index and formula, and all parties have agreed to such inclusion in Idaho Power’s standard Oregon Energy Sales Agreement. This compliance filing was approved by the Oregon PUC at its August 5, 2014 public meeting; and

WHEREAS, Seller and Idaho Power desire to amend the definition of Market Energy Cost and the calculation of Surplus Energy Price in this Agreement consistent with the change implemented to standard contracts in both Idaho and Oregon;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The above-stated recitals are incorporated into and made a part of this Agreement by this reference to the same extent as if these recitals were set forth in full at this point.

2. **Definitions.** Article 1, section 1.14 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.14 Market Energy Cost – 82.4% of the monthly arithmetic average of each day's Intercontinental Exchange ("ICE") daily firm Mid-C Peak Avg and Mid-C Off-Peak Avg index prices. Each day's index prices will reflect the relative proportions of peak hours and off-peak hours in the month as follows:

Heavy Load (HL) Hours: The daily hours from hour ending 0700-2200 Mountain Time, (16 hours) *excluding* all hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Light Load (LL) Hours: The daily hours from hour ending 2300-0600 Mountain Time (8 hours), plus all other hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The actual Market Energy Cost calculation being:

$$.824 * \left( \sum_{x=1}^n \{(\text{ICE Mid-C Peak Avg}_x * \text{HL hours for day}) + (\text{ICE Mid-C Off-Peak Avg}_x * \text{LL hours for day})\} / (n*24) \right)$$

where n = number of days in the month

If the ICE Mid-C Index prices are not reported for a particular day or days, prices derived from the respective averages of HL and LL prices for the immediately preceding and following reporting periods or days shall be substituted into the formula stated in this definition and shall therefore be multiplied by the appropriate respective numbers of HL and LL Hours for such particular day or days with the result that each hour in such month shall have a related price in such formula. If the day for which prices are not reported has in it only LL Hours (for example a Sunday), the respective averages shall use only prices reported for LL hours in the immediately preceding and following reporting periods or days. If the day for which prices are not reported is a Saturday or Monday or is adjacent on the

calendar to a holiday, the prices used for HL Hours shall be those for HL hours in the nearest (forward or backward) reporting periods or days for which HL prices are reported.

If the ICE Mid-C Index reporting is discontinued by the reporting agency, both Parties will mutually agree upon a replacement index, which is similar to the ICE Mid-C Index. The selected replacement index will be consistent with other similar agreements and a commonly used index by the electrical industry.

Article 7, section 7.2 shall be deleted in its entirety and the following section shall be substituted in its stead:

7.2 Surplus Energy Price – For all Surplus Energy, Idaho Power shall pay to the Seller an amount equal to the Market Energy Cost.

**3. Commission Approval.** The obligations of the Parties under this First Amendment are subject to the Oregon PUC's approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this First Amendment to the Oregon PUC and recommend approval in its entirety pursuant to RP 274.

**4. Effect of Amendment.** Except as expressly amended by this First Amendment, the Agreement shall remain in full force and effect.

**5. Capitalized Terms.** All capitalized terms used in this First Amendment and not defined herein shall have the same meaning as used in the Agreement.

**6. Scope of Amendment.** This First Amendment shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, successors, and assigns, who are obligated to take any action which may be necessary or proper to carry out the purpose and intent thereof.

**7. Authority.** Each Party represents and warrants that (i) it is validly existing and in good standing in the state in which it is organized, (ii) it is the proper party to amend the Agreement, and (iii) it has the requisite authority to execute this First Amendment.

**8. Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed as of the date above written.

CITY OF COVE, OREGON

By: *Lynston Rose*

Name: *LYNSTON ROSE*

Title: *Mayor*

IDAHO POWER COMPANY

By: *Lisa Grow*

Name: *Lisa Grow*

Title: *SVP Power Supply*

**FIRST AMENDMENT  
TO THE  
ENERGY SALES AGREEMENT  
BETWEEN  
IDAHO POWER COMPANY  
AND  
PROSPECTOR WINDFARM, LLC**

This First Amendment of the Energy Sales Agreement ("First Amendment") is entered into on this 3 day of Dec, 2014 by and between Idaho Power Company, an Idaho corporation ("Idaho Power"), and Prospector Windfarm, LLC, an Oregon LLC ("Prospector Windfarm" or "Seller") (individually a "Party" and collectively the "Parties").

WHEREAS, Idaho Power and Seller entered into a standard Energy Sales Agreement on October 9, 2013 (the "Agreement") for the purchase and sale of energy produced by the Seller's facility and the Agreement was submitted to the Public Utility Commission of Oregon ("Oregon PUC") on October 21, 2013 in compliance with OAR 860-029-0020(1);

WHEREAS, On September 13, 2013, the Publisher of the Dow Jones and Platts indices provided notice to Idaho Power that it was discontinuing publication of the Dow Jones non-firm index and transitioning to the Platts non-firm index and since such transition, the Platts index has reported zero volumes;

WHEREAS, Idaho Power and other parties to Idaho Public Utilities Commission ("Idaho PUC") Docket No. IPC-E-13-25 entered into a Settlement Stipulation on March 14, 2014, ("Stipulation") that changed the definition of Mid-Columbia Market Energy Cost in standard agreements and Schedule 86 to replace the Dow Jones non-firm index with the Intercontinental Exchange firm index and formula for purposes of calculating market energy cost, and this Stipulation was approved by the Idaho PUC in Order No. 33053 on June 10, 2014;

WHEREAS, the Idaho PUC's order approving the Stipulation also approved amendments replacing the Dow Jones non-firm index with the Intercontinental Exchange firm index in contracts of parties to Docket No. IPC-E-13-25, and found it to be reasonable to allow existing PURPA qualifying facilities that currently have a contract with Idaho Power containing reference to the Dow Jones non-firm index to amend their contracts consistent with the terms of the Stipulation;

WHEREAS, Idaho Power's compliance filing in Oregon PUC docket UM 1610 contains the replacement of the discontinued Dow Jones Index with reference to the Intercontinental Exchange firm Index and formula, and all parties have agreed to such inclusion in Idaho Power's standard Oregon Energy Sales Agreement. This compliance filing was approved by the Oregon PUC at its August 5, 2014 public meeting; and

WHEREAS, Seller and Idaho Power desire to amend the definition of Market Energy Cost and the calculation of Surplus Energy Price in this Agreement consistent with the change implemented to standard contracts in both Idaho and Oregon;



NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The above-stated recitals are incorporated into and made a part of this Agreement by this reference to the same extent as if these recitals were set forth in full at this point.

2. **Definitions.** Article 1, section 1.14 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.14 Market Energy Cost – 82.4% of the monthly arithmetic average of each day’s Intercontinental Exchange (“ICE”) daily firm Mid-C Peak Avg and Mid-C Off-Peak Avg index prices. Each day’s index prices will reflect the relative proportions of peak hours and off-peak hours in the month as follows:

Heavy Load (HL) Hours: The daily hours from hour ending 0700-2200 Mountain Time, (16 hours) *excluding* all hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Light Load (LL) Hours: The daily hours from hour ending 2300-0600 Mountain Time (8 hours), plus all other hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The actual Market Energy Cost calculation being:

$$.824 * \left( \sum_{X=1}^n \{(\text{ICE Mid-C Peak Avg}_x * \text{HL hours for day}) + (\text{ICE Mid-C Off-Peak Avg}_x * \text{LL hours for day})\} / (n*24) \right)$$

where n = number of days in the month

If the ICE Mid-C Index prices are not reported for a particular day or days, prices derived from the respective averages of HL and LL prices for the immediately preceding and following reporting periods or days shall be substituted into the formula stated in this definition and shall therefore be multiplied by the appropriate respective numbers of HL and LL Hours for such particular day or days with the result that each hour in such month shall have a related price in such formula. If the day for which prices are not reported has in it only LL Hours (for example a Sunday), the respective averages shall use only prices reported for LL hours in the immediately preceding and following reporting periods or days. If the day for which prices are not reported is a Saturday or Monday or is adjacent on the

calendar to a holiday, the prices used for HL Hours shall be those for HL hours in the nearest (forward or backward) reporting periods or days for which HL prices are reported.

If the ICE Mid-C Index reporting is discontinued by the reporting agency, both Parties will mutually agree upon a replacement index, which is similar to the ICE Mid-C Index. The selected replacement index will be consistent with other similar agreements and a commonly used index by the electrical industry.

Article 7, section 7.2 shall be deleted in its entirety and the following section shall be substituted in its stead:

7.2 Surplus Energy Price – For all Surplus Energy, Idaho Power shall pay to the Seller an amount equal to the Market Energy Cost.

**3. Commission Approval.** The obligations of the Parties under this First Amendment are subject to the Oregon PUC's approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this First Amendment to the Oregon PUC and recommend approval in its entirety.

**4. Effect of Amendment.** Except as expressly amended by this First Amendment, the Agreement shall remain in full force and effect.

**5. Capitalized Terms.** All capitalized terms used in this First Amendment and not defined herein shall have the same meaning as used in the Agreement.

**6. Scope of Amendment.** This First Amendment shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, successors, and assigns, who are obligated to take any action which may be necessary or proper to carry out the purpose and intent thereof.

**7. Authority.** Each Party represents and warrants that (i) it is validly existing and in good standing in the state in which it is organized, (ii) it is the proper party to amend the Agreement, and (iii) it has the requisite authority to execute this First Amendment.

**8. Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed as of the date above written.

PROSPECTOR WINDFARM, LLC

By: 

Name: Robert Jous

Title: General Manager

IDAHO POWER COMPANY

By: 

Name: Lisa Grow

Title: SVP Power Supply

**FIRST AMENDMENT  
TO THE  
ENERGY SALES AGREEMENT  
BETWEEN  
IDAHO POWER COMPANY  
AND  
BENSON CREEK WINDFARM, LLC**

This First Amendment of the Energy Sales Agreement (“First Amendment”) is entered into on this 3 day of Dec, 2014 by and between Idaho Power Company, an Idaho corporation (“Idaho Power”), and Benson Creek Windfarm, LLC, an Oregon LLC (“Benson Creek” or “Seller”) (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power and Seller entered into a standard Energy Sales Agreement on October 9, 2013 (the “Agreement”) for the purchase and sale of energy produced by the Seller’s facility and the Agreement was submitted to the Public Utility Commission of Oregon (“Oregon PUC”) on October 21, 2013 in compliance with OAR 860-029-0020(1);

WHEREAS, On September 13, 2013, the Publisher of the Dow Jones and Platts indices provided notice to Idaho Power that it was discontinuing publication of the Dow Jones non-firm index and transitioning to the Platts non-firm index and since such transition, the Platts index has reported zero volumes;

WHEREAS, Idaho Power and other parties to Idaho Public Utilities Commission (“Idaho PUC”) Docket No. IPC-E-13-25 entered into a Settlement Stipulation on March 14, 2014, (“Stipulation”) that changed the definition of Mid-Columbia Market Energy Cost in standard agreements and Schedule 86 to replace the Dow Jones non-firm index with the Intercontinental Exchange firm index and formula for purposes of calculating market energy cost, and this Stipulation was approved by the Idaho PUC in Order No. 33053 on June 10, 2014;

WHEREAS, the Idaho PUC’s order approving the Stipulation also approved amendments replacing the Dow Jones non-firm index with the Intercontinental Exchange firm index in contracts of parties to Docket No. IPC-E-13-25, and found it to be reasonable to allow existing PURPA qualifying facilities that currently have a contract with Idaho Power containing reference to the Dow Jones non-firm index to amend their contracts consistent with the terms of the Stipulation;

WHEREAS, Idaho Power’s compliance filing in Oregon PUC docket UM 1610 contains the replacement of the discontinued Dow Jones Index with reference to the Intercontinental Exchange firm index and formula, and all parties have agreed to such inclusion in Idaho Power’s standard Oregon Energy Sales Agreement. This compliance filing was approved by the Oregon PUC at its August 5, 2014 public meeting; and

WHEREAS, Seller and Idaho Power desire to amend the definition of Market Energy Cost and the calculation of Surplus Energy Price in this Agreement consistent with the change implemented to standard contracts in both Idaho and Oregon;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The above-stated recitals are incorporated into and made a part of this Agreement by this reference to the same extent as if these recitals were set forth in full at this point.

2. **Definitions.** Article 1, section 1.14 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.14 Market Energy Cost – 82.4% of the monthly arithmetic average of each day's Intercontinental Exchange ("ICE") daily firm Mid-C Peak Avg and Mid-C Off-Peak Avg index prices. Each day's index prices will reflect the relative proportions of peak hours and off-peak hours in the month as follows:

Heavy Load (HL) Hours: The daily hours from hour ending 0700-2200 Mountain Time, (16 hours) *excluding* all hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Light Load (LL) Hours: The daily hours from hour ending 2300-0600 Mountain Time (8 hours), plus all other hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The actual Market Energy Cost calculation being:

$$.824 * \left( \sum_{x=1}^n \{(\text{ICE Mid-C Peak Avg}_x * \text{HL hours for day}) + (\text{ICE Mid-C Off-Peak Avg}_x * \text{LL hours for day})\} / (n*24) \right)$$

where n = number of days in the month

If the ICE Mid-C Index prices are not reported for a particular day or days, prices derived from the respective averages of HL and LL prices for the immediately preceding and following reporting periods or days shall be substituted into the formula stated in this definition and shall therefore be multiplied by the appropriate respective numbers of HL and LL Hours for such particular day or days with the result that each hour in such month shall have a related price in such formula. If the day for which prices are not reported has in it only LL Hours (for example a Sunday), the respective averages shall use only prices reported for LL hours in the immediately preceding and following reporting periods or days. If the day for which prices are not reported is a Saturday or Monday or is adjacent on the

calendar to a holiday, the prices used for HL Hours shall be those for HL hours in the nearest (forward or backward) reporting periods or days for which HL prices are reported.

If the ICE Mid-C Index reporting is discontinued by the reporting agency, both Parties will mutually agree upon a replacement index, which is similar to the ICE Mid-C Index. The selected replacement index will be consistent with other similar agreements and a commonly used index by the electrical industry.

Article 7, section 7.2 shall be deleted in its entirety and the following section shall be substituted in its stead:

7.2 Surplus Energy Price – For all Surplus Energy, Idaho Power shall pay to the Seller an amount equal to the Market Energy Cost.

3. **Commission Approval.** The obligations of the Parties under this First Amendment are subject to the Oregon PUC's approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this First Amendment to the Oregon PUC and recommend approval in its entirety.

4. **Effect of Amendment.** Except as expressly amended by this First Amendment, the Agreement shall remain in full force and effect.

5. **Capitalized Terms.** All capitalized terms used in this First Amendment and not defined herein shall have the same meaning as used in the Agreement.

6. **Scope of Amendment.** This First Amendment shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, successors, and assigns, who are obligated to take any action which may be necessary or proper to carry out the purpose and intent thereof.

7. **Authority.** Each Party represents and warrants that (i) it is validly existing and in good standing in the state in which it is organized, (ii) it is the proper party to amend the Agreement, and (iii) it has the requisite authority to execute this First Amendment.

8. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed as of the date above written.

BENSON CREEK WINDFARM, LLC

By: [Signature]

Name: Robert Jans

Title: Manager

IDAHO POWER COMPANY

By: Lisa Grow

Name: Lisa Grow

Title: SVP Power Supply

**FIRST AMENDMENT  
TO THE  
ENERGY SALES AGREEMENT  
BETWEEN  
IDAHO POWER COMPANY  
AND  
JETT CREEK WINDFARM, LLC**

This First Amendment of the Energy Sales Agreement (“First Amendment”) is entered into on this 3 day of Dec, 2014 by and between Idaho Power Company, an Idaho corporation (“Idaho Power”), and Jett Creek Windfarm, LLC, an Oregon LLC (“Jett Creek” or “Seller”) (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power and Seller entered into a standard Energy Sales Agreement on October 9, 2013 (the “Agreement”) for the purchase and sale of energy produced by the Seller’s facility and the Agreement was submitted to the Public Utility Commission of Oregon (“Oregon PUC”) on October 21, 2013 in compliance with OAR 860-029-0020(1);

WHEREAS, On September 13, 2013, the Publisher of the Dow Jones and Platts indices provided notice to Idaho Power that it was discontinuing publication of the Dow Jones non-firm index and transitioning to the Platts non-firm index and since such transition, the Platts index has reported zero volumes;

WHEREAS, Idaho Power and other parties to Idaho Public Utilities Commission (“Idaho PUC”) Docket No. IPC-E-13-25 entered into a Settlement Stipulation on March 14, 2014, (“Stipulation”) that changed the definition of Mid-Columbia Market Energy Cost in standard agreements and Schedule 86 to replace the Dow Jones non-firm index with the Intercontinental Exchange firm index and formula for purposes of calculating market energy cost, and this Stipulation was approved by the Idaho PUC in Order No. 33053 on June 10, 2014;

WHEREAS, the Idaho PUC’s order approving the Stipulation also approved amendments replacing the Dow Jones non-firm index with the Intercontinental Exchange firm index in contracts of parties to Docket No. IPC-E-13-25, and found it to be reasonable to allow existing PURPA qualifying facilities that currently have a contract with Idaho Power containing reference to the Dow Jones non-firm index to amend their contracts consistent with the terms of the Stipulation;

WHEREAS, Idaho Power’s compliance filing in Oregon PUC docket UM 1610 contains the replacement of the discontinued Dow Jones Index with reference to the Intercontinental Exchange firm Index and formula, and all parties have agreed to such inclusion in Idaho Power’s standard Oregon Energy Sales Agreement. This compliance filing was approved by the Oregon PUC at its August 5, 2014 public meeting; and

WHEREAS, Seller and Idaho Power desire to amend the definition of Market Energy Cost and the calculation of Surplus Energy Price in this Agreement consistent with the change implemented to standard contracts in both Idaho and Oregon;



NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The above-stated recitals are incorporated into and made a part of this Agreement by this reference to the same extent as if these recitals were set forth in full at this point.

2. **Definitions.** Article 1, section 1.14 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.14 Market Energy Cost – 82.4% of the monthly arithmetic average of each day’s Intercontinental Exchange (“ICE”) daily firm Mid-C Peak Avg and Mid-C Off-Peak Avg index prices. Each day’s index prices will reflect the relative proportions of peak hours and off-peak hours in the month as follows:

Heavy Load (HL) Hours: The daily hours from hour ending 0700-2200 Mountain Time, (16 hours) *excluding* all hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Light Load (LL) Hours: The daily hours from hour ending 2300-0600 Mountain Time (8 hours), plus all other hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The actual Market Energy Cost calculation being:

$$.824 * \left( \sum_{x=1}^n \{(\text{ICE Mid-C Peak Avg}_x * \text{HL hours for day}) + (\text{ICE Mid-C Off-Peak Avg}_x * \text{LL hours for day})\} / (n*24) \right)$$

where n = number of days in the month

If the ICE Mid-C Index prices are not reported for a particular day or days, prices derived from the respective averages of HL and LL prices for the immediately preceding and following reporting periods or days shall be substituted into the formula stated in this definition and shall therefore be multiplied by the appropriate respective numbers of HL and LL Hours for such particular day or days with the result that each hour in such month shall have a related price in such formula. If the day for which prices are not reported has in it only LL Hours (for example a Sunday), the respective averages shall use only prices reported for LL hours in the immediately preceding and following reporting periods or days. If the day for which prices are not reported is a Saturday or Monday or is adjacent on the

calendar to a holiday, the prices used for HL Hours shall be those for HL hours in the nearest (forward or backward) reporting periods or days for which HL prices are reported.

If the ICE Mid-C Index reporting is discontinued by the reporting agency, both Parties will mutually agree upon a replacement index, which is similar to the ICE Mid-C Index. The selected replacement index will be consistent with other similar agreements and a commonly used index by the electrical industry.

Article 7, section 7.2 shall be deleted in its entirety and the following section shall be substituted in its stead:

7.2 Surplus Energy Price – For all Surplus Energy, Idaho Power shall pay to the Seller an amount equal to the Market Energy Cost.

**3. Commission Approval.** The obligations of the Parties under this First Amendment are subject to the Oregon PUC's approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this First Amendment to the Oregon PUC and recommend approval in its entirety.

**4. Effect of Amendment.** Except as expressly amended by this First Amendment, the Agreement shall remain in full force and effect.

**5. Capitalized Terms.** All capitalized terms used in this First Amendment and not defined herein shall have the same meaning as used in the Agreement.

**6. Scope of Amendment.** This First Amendment shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, successors, and assigns, who are obligated to take any action which may be necessary or proper to carry out the purpose and intent thereof.

**7. Authority.** Each Party represents and warrants that (i) it is validly existing and in good standing in the state in which it is organized, (ii) it is the proper party to amend the Agreement, and (iii) it has the requisite authority to execute this First Amendment.

**8. Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed as of the date above written.

JETT CREEK WINDFARM, LLC

By: M. E. Miller

Name: Maurice E. Miller

Title: Manager

IDAHO POWER COMPANY

By: Lise Grow

Name: Lise Grow

Title: SVP Power Supply

**FIRST AMENDMENT  
TO THE  
ENERGY SALES AGREEMENT  
BETWEEN  
IDAHO POWER COMPANY  
AND  
DURBIN CREEK WINDFARM, LLC**

This First Amendment of the Energy Sales Agreement (“First Amendment”) is entered into on this 3 day of Dec, 2014 by and between Idaho Power Company, an Idaho corporation (“Idaho Power”), and Durbin Creek Windfarm, LLC, an Oregon LLC (“Durbin Creek” or “Seller”) (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power and Seller entered into a standard Energy Sales Agreement on October 9, 2013 (the “Agreement”) for the purchase and sale of energy produced by the Seller’s facility and the Agreement was submitted to the Public Utility Commission of Oregon (“Oregon PUC”) on October 21, 2013 in compliance with OAR 860-029-0020(1);

WHEREAS, On September 13, 2013, the Publisher of the Dow Jones and Platts indices provided notice to Idaho Power that it was discontinuing publication of the Dow Jones non-firm index and transitioning to the Platts non-firm index and since such transition, the Platts index has reported zero volumes;

WHEREAS, Idaho Power and other parties to Idaho Public Utilities Commission (“Idaho PUC”) Docket No. IPC-E-13-25 entered into a Settlement Stipulation on March 14, 2014, (“Stipulation”) that changed the definition of Mid-Columbia Market Energy Cost in standard agreements and Schedule 86 to replace the Dow Jones non-firm index with the Intercontinental Exchange firm index and formula for purposes of calculating market energy cost, and this Stipulation was approved by the Idaho PUC in Order No. 33053 on June 10, 2014;

WHEREAS, the Idaho PUC’s order approving the Stipulation also approved amendments replacing the Dow Jones non-firm index with the Intercontinental Exchange firm index in contracts of parties to Docket No. IPC-E-13-25, and found it to be reasonable to allow existing PURPA qualifying facilities that currently have a contract with Idaho Power containing reference to the Dow Jones non-firm index to amend their contracts consistent with the terms of the Stipulation;

WHEREAS, Idaho Power’s compliance filing in Oregon PUC docket UM 1610 contains the replacement of the discontinued Dow Jones Index with reference to the Intercontinental Exchange firm Index and formula, and all parties have agreed to such inclusion in Idaho Power’s standard Oregon Energy Sales Agreement. This compliance filing was approved by the Oregon PUC at its August 5, 2014 public meeting; and

WHEREAS, Seller and Idaho Power desire to amend the definition of Market Energy Cost and the calculation of Surplus Energy Price in this Agreement consistent with the change implemented to standard contracts in both Idaho and Oregon;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The above-stated recitals are incorporated into and made a part of this Agreement by this reference to the same extent as if these recitals were set forth in full at this point.

2. **Definitions.** Article 1, section 1.14 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.14 Market Energy Cost – 82.4% of the monthly arithmetic average of each day's Intercontinental Exchange ("ICE") daily firm Mid-C Peak Avg and Mid-C Off-Peak Avg index prices. Each day's index prices will reflect the relative proportions of peak hours and off-peak hours in the month as follows:

Heavy Load (HL) Hours: The daily hours from hour ending 0700-2200 Mountain Time, (16 hours) *excluding* all hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Light Load (LL) Hours: The daily hours from hour ending 2300-0600 Mountain Time (8 hours), plus all other hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The actual Market Energy Cost calculation being:

$$.824 * \left( \sum_{x=1}^n \{(\text{ICE Mid-C Peak Avg}_x * \text{HL hours for day}) + (\text{ICE Mid-C Off-Peak Avg}_x * \text{LL hours for day})\} / (n*24) \right)$$

where n = number of days in the month

If the ICE Mid-C Index prices are not reported for a particular day or days, prices derived from the respective averages of HL and LL prices for the immediately preceding and following reporting periods or days shall be substituted into the formula stated in this definition and shall therefore be multiplied by the appropriate respective numbers of HL and LL Hours for such particular day or days with the result that each hour in such month shall have a related price in such formula. If the day for which prices are not reported has in it only LL Hours (for example a Sunday), the respective averages shall use only prices reported for LL hours in the immediately preceding and following reporting periods or days. If the day for which prices are not reported is a Saturday or Monday or is adjacent on the

calendar to a holiday, the prices used for HL Hours shall be those for HL hours in the nearest (forward or backward) reporting periods or days for which HL prices are reported.

If the ICE Mid-C Index reporting is discontinued by the reporting agency, both Parties will mutually agree upon a replacement index, which is similar to the ICE Mid-C Index. The selected replacement index will be consistent with other similar agreements and a commonly used index by the electrical industry.

Article 7, section 7.2 shall be deleted in its entirety and the following section shall be substituted in its stead:

7.2 Surplus Energy Price – For all Surplus Energy, Idaho Power shall pay to the Seller an amount equal to the Market Energy Cost.

3. **Commission Approval.** The obligations of the Parties under this First Amendment are subject to the Oregon PUC's approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this First Amendment to the Oregon PUC and recommend approval in its entirety.

4. **Effect of Amendment.** Except as expressly amended by this First Amendment, the Agreement shall remain in full force and effect.

5. **Capitalized Terms.** All capitalized terms used in this First Amendment and not defined herein shall have the same meaning as used in the Agreement.

6. **Scope of Amendment.** This First Amendment shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, successors, and assigns, who are obligated to take any action which may be necessary or proper to carry out the purpose and intent thereof.

7. **Authority.** Each Party represents and warrants that (i) it is validly existing and in good standing in the state in which it is organized, (ii) it is the proper party to amend the Agreement, and (iii) it has the requisite authority to execute this First Amendment.

8. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed as of the date above written.

DURBIN CREEK WINDFARM, LLC

By: M. E. Miller

Name: Marcus E. Miller

Title: Manager

IDAHO POWER COMPANY

By: Lisa Grow

Name: Lisa Grow

Title: SVP Power Supply

**FIRST AMENDMENT  
TO THE  
ENERGY SALES AGREEMENT  
BETWEEN  
IDAHO POWER COMPANY  
AND  
WILLOW SPRING WINDFARM, LLC**

This First Amendment of the Energy Sales Agreement ("First Amendment") is entered into on this 3 day of Dec, 2014 by and between Idaho Power Company, an Idaho corporation ("Idaho Power"), and Willow Spring Windfarm, LLC, an Oregon LLC ("Willow Spring" or "Seller") (individually a "Party" and collectively the "Parties").

WHEREAS, Idaho Power and Seller entered into a standard Energy Sales Agreement on May 23, 2014 (the "Agreement") for the purchase and sale of energy produced by the Seller's facility and the Agreement was submitted to the Public Utility Commission of Oregon ("Oregon PUC") on May 23, 2014 in compliance with OAR 860-029-0020(1);

WHEREAS, On September 13, 2013, the Publisher of the Dow Jones and Platts indices provided notice to Idaho Power that it was discontinuing publication of the Dow Jones non-firm index and transitioning to the Platts non-firm index and since such transition, the Platts index has reported zero volumes;

WHEREAS, Idaho Power and other parties to Idaho Public Utilities Commission ("Idaho PUC") Docket No. IPC-E-13-25 entered into a Settlement Stipulation on March 14, 2014, ("Stipulation") that changed the definition of Mid-Columbia Market Energy Cost in standard agreements and Schedule 86 to replace the Dow Jones non-firm index with the Intercontinental Exchange firm index and formula for purposes of calculating market energy cost, and this Stipulation was approved by the Idaho PUC in Order No. 33053 on June 10, 2014;

WHEREAS, the Idaho PUC's order approving the Stipulation also approved amendments replacing the Dow Jones non-firm index with the Intercontinental Exchange firm index in contracts of parties to Docket No. IPC-E-13-25, and found it to be reasonable to allow existing PURPA qualifying facilities that currently have a contract with Idaho Power containing reference to the Dow Jones non-firm index to amend their contracts consistent with the terms of the Stipulation;

WHEREAS, Idaho Power's compliance filing in Oregon PUC docket UM 1610 contains the replacement of the discontinued Dow Jones Index with reference to the Intercontinental Exchange firm Index and formula, and all parties have agreed to such inclusion in Idaho Power's standard Oregon Energy Sales Agreement. This compliance filing was approved by the Oregon PUC at its August 5, 2014 public meeting; and

WHEREAS, Seller and Idaho Power desire to amend the definition of Market Energy Cost and calculation of Surplus Energy Price in this Agreement consistent with the change implemented to standard contracts in both Idaho and Oregon;



NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The above-stated recitals are incorporated into and made a part of this Agreement by this reference to the same extent as if these recitals were set forth in full at this point.

2. **Definitions.** Article 1, section 1.14 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.14 Market Energy Cost – 82.4% of the monthly arithmetic average of each day’s Intercontinental Exchange (“ICE”) daily firm Mid-C Peak Avg and Mid-C Off-Peak Avg index prices. Each day’s index prices will reflect the relative proportions of peak hours and off-peak hours in the month as follows:

Heavy Load (HL) Hours: The daily hours from hour ending 0700-2200 Mountain Time, (16 hours) *excluding* all hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Light Load (LL) Hours: The daily hours from hour ending 2300-0600 Mountain Time (8 hours), plus all other hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The actual Market Energy Cost calculation being:

$$.824 * \left( \sum_{x=1}^n \{(\text{ICE Mid-C Peak Avg}_x * \text{HL hours for day}) + (\text{ICE Mid-C Off-Peak Avg}_x * \text{LL hours for day})\} / (n*24) \right)$$

where n = number of days in the month

If the ICE Mid-C Index prices are not reported for a particular day or days, prices derived from the respective averages of HL and LL prices for the immediately preceding and following reporting periods or days shall be substituted into the formula stated in this definition and shall therefore be multiplied by the appropriate respective numbers of HL and LL Hours for such particular day or days with the result that each hour in such month shall have a related price in such formula. If the day for which prices are not reported has in it only LL Hours (for example a Sunday), the respective averages shall use only prices reported for LL hours in the immediately preceding and following reporting periods or days. If the day for which prices are not reported is a Saturday or Monday or is adjacent on the

calendar to a holiday, the prices used for HL Hours shall be those for HL hours in the nearest (forward or backward) reporting periods or days for which HL prices are reported.

If the ICE Mid-C Index reporting is discontinued by the reporting agency, both Parties will mutually agree upon a replacement index, which is similar to the ICE Mid-C Index. The selected replacement index will be consistent with other similar agreements and a commonly used index by the electrical industry.

Article 7, section 7.2 shall be deleted in its entirety and the following section shall be substituted in its stead:

7.2 Surplus Energy Price – For all Surplus Energy, Idaho Power shall pay to the Seller an amount equal to the Market Energy Cost.

**3. Commission Approval.** The obligations of the Parties under this First Amendment are subject to the Oregon PUC's approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this First Amendment to the Oregon PUC and recommend approval in its entirety.

**4. Effect of Amendment.** Except as expressly amended by this First Amendment, the Agreement shall remain in full force and effect.

**5. Capitalized Terms.** All capitalized terms used in this First Amendment and not defined herein shall have the same meaning as used in the Agreement.

**6. Scope of Amendment.** This First Amendment shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, successors, and assigns, who are obligated to take any action which may be necessary or proper to carry out the purpose and intent thereof.

**7. Authority.** Each Party represents and warrants that (i) it is validly existing and in good standing in the state in which it is organized, (ii) it is the proper party to amend the Agreement, and (iii) it has the requisite authority to execute this First Amendment.

**8. Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed as of the date above written.

WILLOW SPRING WINDFARM, LLC

By: John M. Brown

Name: John M. Brown

Title: Authorized Manager

IDAHO POWER COMPANY

By: Lise Grow

Name: Lise Grow

Title: SVP Power Supply

**FIRST AMENDMENT  
TO THE  
ENERGY SALES AGREEMENT  
BETWEEN  
IDAHO POWER COMPANY  
AND  
OPEN RANGE SOLAR CENTER, LLC**

This First Amendment of the Energy Sales Agreement (“First Amendment”) is entered into on this 22<sup>nd</sup> day of December, 2014 by and between Idaho Power Company, an Idaho corporation (“Idaho Power”), and Open Range Solar Center, LLC, an Oregon LLC (“Open Range Solar” or “Seller”) (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power and Seller entered into a standard Energy Sales Agreement on December 9, 2013 (the “Agreement”) for the purchase and sale of energy produced by the Seller’s facility and the Agreement was submitted to the Public Utility Commission of Oregon (“Oregon PUC”) on December 16, 2013 in compliance with OAR 860-029-0020(1);

WHEREAS, On September 13, 2013, the Publisher of the Dow Jones and Platts indices provided notice to Idaho Power that it was discontinuing publication of the Dow Jones non-firm index and transitioning to the Platts non-firm index and since such transition, the Platts index has reported zero volumes;

WHEREAS, Idaho Power and other parties to Idaho Public Utilities Commission (“Idaho PUC”) Docket No. IPC-E-13-25 entered into a Settlement Stipulation on March 14, 2014, (“Stipulation”) that changed the definition of Mid-Columbia Market Energy Cost in standard agreements and Schedule 86 to replace the Dow Jones non-firm index with the Intercontinental Exchange firm index and formula for purposes of calculating market energy cost, and this Stipulation was approved by the Idaho PUC in Order No. 33053 on June 10, 2014;

WHEREAS, the Idaho PUC’s order approving the Stipulation also approved amendments replacing the Dow Jones non-firm index with the Intercontinental Exchange firm index in contracts of parties to Docket No. IPC-E-13-25, and found it to be reasonable to allow existing PURPA qualifying facilities that currently have a contract with Idaho Power containing reference to the Dow Jones non-firm index to amend their contracts consistent with the terms of the Stipulation;

WHEREAS, Idaho Power’s compliance filing in Oregon PUC docket UM 1610 contains the replacement of the discontinued Dow Jones Index with reference to the Intercontinental Exchange firm Index and formula, and all parties have agreed to such inclusion in Idaho Power’s standard Oregon Energy Sales Agreement. This compliance filing was approved by the Oregon PUC at its August 5, 2014 public meeting; and

WHEREAS, Seller and Idaho Power desire to amend the definition of Market Energy Cost and the calculation of Surplus Energy Price in this Agreement consistent with the change implemented to standard contracts in both Idaho and Oregon;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The above-stated recitals are incorporated into and made a part of this Agreement by this reference to the same extent as if these recitals were set forth in full at this point.

2. **Definitions.** Article 1, section 1.14 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.14 Market Energy Cost – 82.4% of the monthly arithmetic average of each day’s Intercontinental Exchange (“ICE”) daily firm Mid-C Peak Avg and Mid-C Off-Peak Avg index prices. Each day’s index prices will reflect the relative proportions of peak hours and off-peak hours in the month as follows:

Heavy Load (HL) Hours: The daily hours from hour ending 0700-2200 Mountain Time, (16 hours) *excluding* all hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Light Load (LL) Hours: The daily hours from hour ending 2300-0600 Mountain Time (8 hours), plus all other hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The actual Market Energy Cost calculation being:

$$.824 * \left( \sum_{x=1}^n \{(\text{ICE Mid-C Peak Avg}_x * \text{HL hours for day}) + (\text{ICE Mid-C Off-Peak Avg}_x * \text{LL hours for day})\} / (n*24) \right)$$

where n = number of days in the month

If the ICE Mid-C Index prices are not reported for a particular day or days, prices derived from the respective averages of HL and LL prices for the immediately preceding and following reporting periods or days shall be substituted into the formula stated in this definition and shall therefore be multiplied by the appropriate respective numbers of HL and LL Hours for such particular day or days with the result that each hour in such month shall have a related price in such formula. If the day for which prices are not reported has in it only LL Hours (for example a Sunday), the respective averages shall use only prices reported for LL hours in the immediately preceding and following reporting periods or days. If the day for which prices are not reported is a Saturday or Monday or is adjacent on the

calendar to a holiday, the prices used for HL Hours shall be those for HL hours in the nearest (forward or backward) reporting periods or days for which HL prices are reported.

If the ICE Mid-C Index reporting is discontinued by the reporting agency, both Parties will mutually agree upon a replacement index, which is similar to the ICE Mid-C Index. The selected replacement index will be consistent with other similar agreements and a commonly used index by the electrical industry.

Article 7, section 7.2 shall be deleted in its entirety and the following section shall be substituted in its stead:

7.2 Surplus Energy Price – For all Surplus Energy, Idaho Power shall pay to the Seller an amount equal to the Market Energy Cost.

**3. Commission Approval.** The obligations of the Parties under this First Amendment are subject to the Oregon PUC's approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this First Amendment to the Oregon PUC and recommend approval in its entirety.

**4. Effect of Amendment.** Except as expressly amended by this First Amendment, the Agreement shall remain in full force and effect.

**5. Capitalized Terms.** All capitalized terms used in this First Amendment and not defined herein shall have the same meaning as used in the Agreement.

**6. Scope of Amendment.** This First Amendment shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, successors, and assigns, who are obligated to take any action which may be necessary or proper to carry out the purpose and intent thereof.

**7. Authority.** Each Party represents and warrants that (i) it is validly existing and in good standing in the state in which it is organized, (ii) it is the proper party to amend the Agreement, and (iii) it has the requisite authority to execute this First Amendment.

**8. Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed as of the date above written.

OPEN RANGE SOLAR CENTER, LLC

By: Nelson S. Teague Jr.

Name: Nelson S. Teague Jr.

Title: Manager

IDAHO POWER COMPANY

By: Lisa Grow

Name: Lisa Grow

Title: SVP Power Supply

**FIRST AMENDMENT  
TO THE  
ENERGY SALES AGREEMENT  
BETWEEN  
IDAHO POWER COMPANY  
AND  
VALE AIR SOLAR CENTER, LLC**

This First Amendment of the Energy Sales Agreement (“First Amendment”) is entered into on this 22<sup>nd</sup> day of December, 2014 by and between Idaho Power Company, an Idaho corporation (“Idaho Power”), and Vale Air Solar Center, LLC, an Oregon LLC (“Vale Air” or “Seller”) (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power and Seller entered into a standard Energy Sales Agreement on December 9, 2013 (the “Agreement”) for the purchase and sale of energy produced by the Seller’s facility and the Agreement was submitted to the Public Utility Commission of Oregon (“Oregon PUC”) on December 16, 2013 in compliance with OAR 860-029-0020(1);

WHEREAS, On September 13, 2013, the Publisher of the Dow Jones and Platts indices provided notice to Idaho Power that it was discontinuing publication of the Dow Jones non-firm index and transitioning to the Platts non-firm index and since such transition, the Platts index has reported zero volumes;

WHEREAS, Idaho Power and other parties to Idaho Public Utilities Commission (“Idaho PUC”) Docket No. IPC-E-13-25 entered into a Settlement Stipulation on March 14, 2014, (“Stipulation”) that changed the definition of Mid-Columbia Market Energy Cost in standard agreements and Schedule 86 to replace the Dow Jones non-firm index with the Intercontinental Exchange firm index and formula for purposes of calculating market energy cost, and this Stipulation was approved by the Idaho PUC in Order No. 33053 on June 10, 2014;

WHEREAS, the Idaho PUC’s order approving the Stipulation also approved amendments replacing the Dow Jones non-firm index with the Intercontinental Exchange firm index in contracts of parties to Docket No. IPC-E-13-25, and found it to be reasonable to allow existing PURPA qualifying facilities that currently have a contract with Idaho Power containing reference to the Dow Jones non-firm index to amend their contracts consistent with the terms of the Stipulation;

WHEREAS, Idaho Power’s compliance filing in Oregon PUC docket UM 1610 contains the replacement of the discontinued Dow Jones Index with reference to the Intercontinental Exchange firm Index and formula, and all parties have agreed to such inclusion in Idaho Power’s standard Oregon Energy Sales Agreement. This compliance filing was approved by the Oregon PUC at its August 5, 2014 public meeting; and

WHEREAS, Seller and Idaho Power desire to amend the definition of Market Energy Cost and the calculation of Surplus Energy Price in this Agreement consistent with the change implemented to standard contracts in both Idaho and Oregon;



NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The above-stated recitals are incorporated into and made a part of this Agreement by this reference to the same extent as if these recitals were set forth in full at this point.

2. **Definitions.** Article 1, section 1.14 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.14 Market Energy Cost – 82.4% of the monthly arithmetic average of each day’s Intercontinental Exchange (“ICE”) daily firm Mid-C Peak Avg and Mid-C Off-Peak Avg index prices. Each day’s index prices will reflect the relative proportions of peak hours and off-peak hours in the month as follows:

Heavy Load (HL) Hours: The daily hours from hour ending 0700-2200 Mountain Time, (16 hours) *excluding* all hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Light Load (LL) Hours: The daily hours from hour ending 2300-0600 Mountain Time (8 hours), plus all other hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The actual Market Energy Cost calculation being:

$$.824 * \left( \sum_{x=1}^n \{(\text{ICE Mid-C Peak Avg}_x * \text{HL hours for day}) + (\text{ICE Mid-C Off-Peak Avg}_x * \text{LL hours for day})\} / (n*24) \right)$$

where n = number of days in the month

If the ICE Mid-C Index prices are not reported for a particular day or days, prices derived from the respective averages of HL and LL prices for the immediately preceding and following reporting periods or days shall be substituted into the formula stated in this definition and shall therefore be multiplied by the appropriate respective numbers of HL and LL Hours for such particular day or days with the result that each hour in such month shall have a related price in such formula. If the day for which prices are not reported has in it only LL Hours (for example a Sunday), the respective averages shall use only prices reported for LL hours in the immediately preceding and following reporting periods or days. If the day for which prices are not reported is a Saturday or Monday or is adjacent on the

calendar to a holiday, the prices used for HL Hours shall be those for HL hours in the nearest (forward or backward) reporting periods or days for which HL prices are reported.

If the ICE Mid-C Index reporting is discontinued by the reporting agency, both Parties will mutually agree upon a replacement index, which is similar to the ICE Mid-C Index. The selected replacement index will be consistent with other similar agreements and a commonly used index by the electrical industry.

Article 7, section 7.2 shall be deleted in its entirety and the following section shall be substituted in its stead:

7.2 Surplus Energy Price – For all Surplus Energy, Idaho Power shall pay to the Seller an amount equal to the Market Energy Cost.

**3. Commission Approval.** The obligations of the Parties under this First Amendment are subject to the Oregon PUC's approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this First Amendment to the Oregon PUC and recommend approval in its entirety.

**4. Effect of Amendment.** Except as expressly amended by this First Amendment, the Agreement shall remain in full force and effect.

**5. Capitalized Terms.** All capitalized terms used in this First Amendment and not defined herein shall have the same meaning as used in the Agreement.

**6. Scope of Amendment.** This First Amendment shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, successors, and assigns, who are obligated to take any action which may be necessary or proper to carry out the purpose and intent thereof.

**7. Authority.** Each Party represents and warrants that (i) it is validly existing and in good standing in the state in which it is organized, (ii) it is the proper party to amend the Agreement, and (iii) it has the requisite authority to execute this First Amendment.

**8. Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed as of the date above written.

VALE AIR SOLAR CENTER, LLC

By: Nelson S. Teague Jr.

Name: Nelson S. Teague, Jr.

Title: Manager

IDAHO POWER COMPANY

By: Lisa Grow

Name: Lisa Grow

Title: SVP Power Supply

**FIRST AMENDMENT  
TO THE  
ENERGY SALES AGREEMENT  
BETWEEN  
IDAHO POWER COMPANY  
AND  
GROVE SOLAR CENTER, LLC**

This First Amendment of the Energy Sales Agreement (“First Amendment”) is entered into on this 22<sup>nd</sup> day of December, 2014 by and between Idaho Power Company, an Idaho corporation (“Idaho Power”), and Grove Solar Center, LLC, an Oregon LLC (“Grove Solar” or “Seller”) (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power and Seller entered into a standard Energy Sales Agreement on January 2, 2014 (the “Agreement”) for the purchase and sale of energy produced by the Seller’s facility and the Agreement was submitted to the Public Utility Commission of Oregon (“Oregon PUC”) on January 14, 2014 in compliance with OAR 860-029-0020(1);

WHEREAS, On September 13, 2013, the Publisher of the Dow Jones and Platts indices provided notice to Idaho Power that it was discontinuing publication of the Dow Jones non-firm index and transitioning to the Platts non-firm index and since such transition, the Platts index has reported zero volumes;

WHEREAS, Idaho Power and other parties to Idaho Public Utilities Commission (“Idaho PUC”) Docket No. IPC-E-13-25 entered into a Settlement Stipulation on March 14, 2014, (“Stipulation”) that changed the definition of Mid-Columbia Market Energy Cost in standard agreements and Schedule 86 to replace the Dow Jones non-firm index with the Intercontinental Exchange firm index and formula for purposes of calculating market energy cost, and this Stipulation was approved by the Idaho PUC in Order No. 33053 on June 10, 2014;

WHEREAS, the Idaho PUC’s order approving the Stipulation also approved amendments replacing the Dow Jones non-firm index with the Intercontinental Exchange firm index in contracts of parties to Docket No. IPC-E-13-25, and found it to be reasonable to allow existing PURPA qualifying facilities that currently have a contract with Idaho Power containing reference to the Dow Jones non-firm index to amend their contracts consistent with the terms of the Stipulation;

WHEREAS, Idaho Power’s compliance filing in Oregon PUC docket UM 1610 contains the replacement of the discontinued Dow Jones Index with reference to the Intercontinental Exchange firm Index and formula, and all parties have agreed to such inclusion in Idaho Power’s standard Oregon Energy Sales Agreement. This compliance filing was approved by the Oregon PUC at its August 5, 2014 public meeting; and

WHEREAS, Seller and Idaho Power desire to amend the definition of Market Energy Cost and the calculation of Surplus Energy Price in this Agreement consistent with the change implemented to standard contracts in both Idaho and Oregon;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The above-stated recitals are incorporated into and made a part of this Agreement by this reference to the same extent as if these recitals were set forth in full at this point.

2. **Definitions.** Article 1, section 1.14 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.14 Market Energy Cost – 82.4% of the monthly arithmetic average of each day’s Intercontinental Exchange (“ICE”) daily firm Mid-C Peak Avg and Mid-C Off-Peak Avg index prices. Each day’s index prices will reflect the relative proportions of peak hours and off-peak hours in the month as follows:

Heavy Load (HL) Hours: The daily hours from hour ending 0700-2200 Mountain Time, (16 hours) *excluding* all hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Light Load (LL) Hours: The daily hours from hour ending 2300-0600 Mountain Time (8 hours), plus all other hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The actual Market Energy Cost calculation being:

$$.824 * \left( \sum_{x=1}^n \{(\text{ICE Mid-C Peak Avg}_x * \text{HL hours for day}) + (\text{ICE Mid-C Off-Peak Avg}_x * \text{LL hours for day})\} / (n*24) \right)$$

where n = number of days in the month

If the ICE Mid-C Index prices are not reported for a particular day or days, prices derived from the respective averages of HL and LL prices for the immediately preceding and following reporting periods or days shall be substituted into the formula stated in this definition and shall therefore be multiplied by the appropriate respective numbers of HL and LL Hours for such particular day or days with the result that each hour in such month shall have a related price in such formula. If the day for which prices are not reported has in it only LL Hours (for example a Sunday), the respective averages shall use only prices reported for LL hours in the immediately preceding and following reporting periods or days. If the day for which prices are not reported is a Saturday or Monday or is adjacent on the

calendar to a holiday, the prices used for HL Hours shall be those for HL hours in the nearest (forward or backward) reporting periods or days for which HL prices are reported.

If the ICE Mid-C Index reporting is discontinued by the reporting agency, both Parties will mutually agree upon a replacement index, which is similar to the ICE Mid-C Index. The selected replacement index will be consistent with other similar agreements and a commonly used index by the electrical industry.

Article 7, section 7.2 shall be deleted in its entirety and the following section shall be substituted in its stead:

7.2 Surplus Energy Price – For all Surplus Energy, Idaho Power shall pay to the Seller an amount equal to the Market Energy Cost.

**3. Commission Approval.** The obligations of the Parties under this First Amendment are subject to the Oregon PUC's approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this First Amendment to the Oregon PUC and recommend approval in its entirety.

**4. Effect of Amendment.** Except as expressly amended by this First Amendment, the Agreement shall remain in full force and effect.

**5. Capitalized Terms.** All capitalized terms used in this First Amendment and not defined herein shall have the same meaning as used in the Agreement.

**6. Scope of Amendment.** This First Amendment shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, successors, and assigns, who are obligated to take any action which may be necessary or proper to carry out the purpose and intent thereof.

**7. Authority.** Each Party represents and warrants that (i) it is validly existing and in good standing in the state in which it is organized, (ii) it is the proper party to amend the Agreement, and (iii) it has the requisite authority to execute this First Amendment.

**8. Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed as of the date above written.

GROVE SOLAR CENTER, LLC

By: Nelson S. Teague, Jr.

Name: Nelson S. Teague, Jr.

Title: Manager

IDAHO POWER COMPANY

By: Lisa Grow

Name: Lisa Grow

Title: SVP Power Supply

**FIRST AMENDMENT  
TO THE  
ENERGY SALES AGREEMENT  
BETWEEN  
IDAHO POWER COMPANY  
AND  
HYLINE SOLAR CENTER, LLC**

This First Amendment of the Energy Sales Agreement (“First Amendment”) is entered into on this 22<sup>nd</sup> day of December, 2014 by and between Idaho Power Company, an Idaho corporation (“Idaho Power”), and Hyline Solar Center, LLC, an Oregon LLC (“Hyline Solar” or “Seller”) (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power and Seller entered into a standard Energy Sales Agreement on January 15, 2014 (the “Agreement”) for the purchase and sale of energy produced by the Seller’s facility and the Agreement was submitted to the Public Utility Commission of Oregon (“Oregon PUC”) on January 22, 2014 in compliance with OAR 860-029-0020(1);

WHEREAS, On September 13, 2013, the Publisher of the Dow Jones and Platts indices provided notice to Idaho Power that it was discontinuing publication of the Dow Jones non-firm index and transitioning to the Platts non-firm index and since such transition, the Platts index has reported zero volumes;

WHEREAS, Idaho Power and other parties to Idaho Public Utilities Commission (“Idaho PUC”) Docket No. IPC-E-13-25 entered into a Settlement Stipulation on March 14, 2014, (“Stipulation”) that changed the definition of Mid-Columbia Market Energy Cost in standard agreements and Schedule 86 to replace the Dow Jones non-firm index with the Intercontinental Exchange firm index and formula for purposes of calculating market energy cost, and this Stipulation was approved by the Idaho PUC in Order No. 33053 on June 10, 2014;

WHEREAS, the Idaho PUC’s order approving the Stipulation also approved amendments replacing the Dow Jones non-firm index with the Intercontinental Exchange firm index in contracts of parties to Docket No. IPC-E-13-25, and found it to be reasonable to allow existing PURPA qualifying facilities that currently have a contract with Idaho Power containing reference to the Dow Jones non-firm index to amend their contracts consistent with the terms of the Stipulation;

WHEREAS, Idaho Power’s compliance filing in Oregon PUC docket UM 1610 contains the replacement of the discontinued Dow Jones Index with reference to the Intercontinental Exchange firm Index and formula, and all parties have agreed to such inclusion in Idaho Power’s standard Oregon Energy Sales Agreement. This compliance filing was approved by the Oregon PUC at its August 5, 2014 public meeting; and

WHEREAS, Seller and Idaho Power desire to amend the definition of Market Energy Cost and the calculation of Surplus Energy Price in this Agreement consistent with the change implemented to standard contracts in both Idaho and Oregon;



NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The above-stated recitals are incorporated into and made a part of this Agreement by this reference to the same extent as if these recitals were set forth in full at this point.

2. **Definitions.** Article 1, section 1.14 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.14 Market Energy Cost – 82.4% of the monthly arithmetic average of each day’s Intercontinental Exchange (“ICE”) daily firm Mid-C Peak Avg and Mid-C Off-Peak Avg index prices. Each day’s index prices will reflect the relative proportions of peak hours and off-peak hours in the month as follows:

Heavy Load (HL) Hours: The daily hours from hour ending 0700-2200 Mountain Time, (16 hours) *excluding* all hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Light Load (LL) Hours: The daily hours from hour ending 2300-0600 Mountain Time (8 hours), plus all other hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The actual Market Energy Cost calculation being:

$$.824 * \left( \sum_{x=1}^n \{(\text{ICE Mid-C Peak Avg}_x * \text{HL hours for day}) + (\text{ICE Mid-C Off-Peak Avg}_x * \text{LL hours for day})\} / (n*24) \right)$$

where n = number of days in the month

If the ICE Mid-C Index prices are not reported for a particular day or days, prices derived from the respective averages of HL and LL prices for the immediately preceding and following reporting periods or days shall be substituted into the formula stated in this definition and shall therefore be multiplied by the appropriate respective numbers of HL and LL Hours for such particular day or days with the result that each hour in such month shall have a related price in such formula. If the day for which prices are not reported has in it only LL Hours (for example a Sunday), the respective averages shall use only prices reported for LL hours in the immediately preceding and following reporting periods or days. If the day for which prices are not reported is a Saturday or Monday or is adjacent on the

calendar to a holiday, the prices used for HL Hours shall be those for HL hours in the nearest (forward or backward) reporting periods or days for which HL prices are reported.

If the ICE Mid-C Index reporting is discontinued by the reporting agency, both Parties will mutually agree upon a replacement index, which is similar to the ICE Mid-C Index. The selected replacement index will be consistent with other similar agreements and a commonly used index by the electrical industry.

Article 7, section 7.2 shall be deleted in its entirety and the following section shall be substituted in its stead:

7.2 Surplus Energy Price – For all Surplus Energy, Idaho Power shall pay to the Seller an amount equal to the Market Energy Cost.

**3. Commission Approval.** The obligations of the Parties under this First Amendment are subject to the Oregon PUC's approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this First Amendment to the Oregon PUC and recommend approval in its entirety.

**4. Effect of Amendment.** Except as expressly amended by this First Amendment, the Agreement shall remain in full force and effect.

**5. Capitalized Terms.** All capitalized terms used in this First Amendment and not defined herein shall have the same meaning as used in the Agreement.

**6. Scope of Amendment.** This First Amendment shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, successors, and assigns, who are obligated to take any action which may be necessary or proper to carry out the purpose and intent thereof.

**7. Authority.** Each Party represents and warrants that (i) it is validly existing and in good standing in the state in which it is organized, (ii) it is the proper party to amend the Agreement, and (iii) it has the requisite authority to execute this First Amendment.

**8. Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed as of the date above written.

HYLINE SOLAR CENTER, LLC

By: Nelson S. Teague Jr.

Name: Nelson S. Teague, Jr.

Title: Manager

IDAHO POWER COMPANY

By: Lisa Grow

Name: Lisa Grow

Title: SVP Power Supply

**FIRST AMENDMENT  
TO THE  
ENERGY SALES AGREEMENT  
BETWEEN  
IDAHO POWER COMPANY  
AND  
RAILROAD SOLAR CENTER, LLC**

This First Amendment of the Energy Sales Agreement (“First Amendment”) is entered into on this 22<sup>nd</sup> day of December, 2014 by and between Idaho Power Company, an Idaho corporation (“Idaho Power”), and Railroad Solar Center, LLC, an Oregon LLC (“Railroad Solar” or “Seller”) (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power and Seller entered into a standard Energy Sales Agreement on February 21, 2014 (the “Agreement”) for the purchase and sale of energy produced by the Seller’s facility and the Agreement was submitted to the Public Utility Commission of Oregon (“Oregon PUC”) on February 27, 2014 in compliance with OAR 860-029-0020(1);

WHEREAS, On September 13, 2013, the Publisher of the Dow Jones and Platts indices provided notice to Idaho Power that it was discontinuing publication of the Dow Jones non-firm index and transitioning to the Platts non-firm index and since such transition, the Platts index has reported zero volumes;

WHEREAS, Idaho Power and other parties to Idaho Public Utilities Commission (“Idaho PUC”) Docket No. IPC-E-13-25 entered into a Settlement Stipulation on March 14, 2014, (“Stipulation”) that changed the definition of Mid-Columbia Market Energy Cost in standard agreements and Schedule 86 to replace the Dow Jones non-firm index with the Intercontinental Exchange firm index and formula for purposes of calculating market energy cost, and this Stipulation was approved by the Idaho PUC in Order No. 33053 on June 10, 2014;

WHEREAS, the Idaho PUC’s order approving the Stipulation also approved amendments replacing the Dow Jones non-firm index with the Intercontinental Exchange firm index in contracts of parties to Docket No. IPC-E-13-25, and found it to be reasonable to allow existing PURPA qualifying facilities that currently have a contract with Idaho Power containing reference to the Dow Jones non-firm index to amend their contracts consistent with the terms of the Stipulation;

WHEREAS, Idaho Power’s compliance filing in Oregon PUC docket UM 1610 contains the replacement of the discontinued Dow Jones Index with reference to the Intercontinental Exchange firm Index and formula, and all parties have agreed to such inclusion in Idaho Power’s standard Oregon Energy Sales Agreement. This compliance filing was approved by the Oregon PUC at its August 5, 2014 public meeting; and

WHEREAS, Seller and Idaho Power desire to amend the definition of Market Energy Cost and the calculation of Surplus Energy Price in this Agreement consistent with the change implemented to standard contracts in both Idaho and Oregon;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The above-stated recitals are incorporated into and made a part of this Agreement by this reference to the same extent as if these recitals were set forth in full at this point.

2. **Definitions.** Article 1, section 1.14 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.14 Market Energy Cost – 82.4% of the monthly arithmetic average of each day’s Intercontinental Exchange (“ICE”) daily firm Mid-C Peak Avg and Mid-C Off-Peak Avg index prices. Each day’s index prices will reflect the relative proportions of peak hours and off-peak hours in the month as follows:

Heavy Load (HL) Hours: The daily hours from hour ending 0700-2200 Mountain Time, (16 hours) *excluding* all hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Light Load (LL) Hours: The daily hours from hour ending 2300-0600 Mountain Time (8 hours), plus all other hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The actual Market Energy Cost calculation being:

$$.824 * \left( \sum_{x=1}^n \{(\text{ICE Mid-C Peak Avg}_x * \text{HL hours for day}) + (\text{ICE Mid-C Off-Peak Avg}_x * \text{LL hours for day})\} / (n*24) \right)$$

where n = number of days in the month

If the ICE Mid-C Index prices are not reported for a particular day or days, prices derived from the respective averages of HL and LL prices for the immediately preceding and following reporting periods or days shall be substituted into the formula stated in this definition and shall therefore be multiplied by the appropriate respective numbers of HL and LL Hours for such particular day or days with the result that each hour in such month shall have a related price in such formula. If the day for which prices are not reported has in it only LL Hours (for example a Sunday), the respective averages shall use only prices reported for LL hours in the immediately preceding and following reporting periods or days. If the day for which prices are not reported is a Saturday or Monday or is adjacent on the

calendar to a holiday, the prices used for HL Hours shall be those for HL hours in the nearest (forward or backward) reporting periods or days for which HL prices are reported.

If the ICE Mid-C Index reporting is discontinued by the reporting agency, both Parties will mutually agree upon a replacement index, which is similar to the ICE Mid-C Index. The selected replacement index will be consistent with other similar agreements and a commonly used index by the electrical industry.

Article 7, section 7.2 shall be deleted in its entirety and the following section shall be substituted in its stead:

7.2 Surplus Energy Price – For all Surplus Energy, Idaho Power shall pay to the Seller an amount equal to the Market Energy Cost.

**3. Commission Approval.** The obligations of the Parties under this First Amendment are subject to the Oregon PUC's approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this First Amendment to the Oregon PUC and recommend approval in its entirety.

**4. Effect of Amendment.** Except as expressly amended by this First Amendment, the Agreement shall remain in full force and effect.

**5. Capitalized Terms.** All capitalized terms used in this First Amendment and not defined herein shall have the same meaning as used in the Agreement.

**6. Scope of Amendment.** This First Amendment shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, successors, and assigns, who are obligated to take any action which may be necessary or proper to carry out the purpose and intent thereof.

**7. Authority.** Each Party represents and warrants that (i) it is validly existing and in good standing in the state in which it is organized, (ii) it is the proper party to amend the Agreement, and (iii) it has the requisite authority to execute this First Amendment.

**8. Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed as of the date above written.

RAILROAD SOLAR CENTER, LLC

By: Nelson S. Teague, Jr.

Name: Nelson S. Teague, Jr.

Title: Manager

IDAHO POWER COMPANY

By: Lisa Grow

Name: Lisa Grow

Title: SVP Power Supply

**FIRST AMENDMENT  
TO THE  
ENERGY SALES AGREEMENT  
BETWEEN  
IDAHO POWER COMPANY  
AND  
THUNDEREGG SOLAR CENTER, LLC**

This First Amendment of the Energy Sales Agreement (“First Amendment”) is entered into on this 22<sup>nd</sup> day of December, 2014 by and between Idaho Power Company, an Idaho corporation (“Idaho Power”), and Thunderegg Solar Center, LLC, an Oregon LLC (“Thunderegg Solar” or “Seller”) (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power and Seller entered into a standard Energy Sales Agreement on February 21, 2014 (the “Agreement”) for the purchase and sale of energy produced by the Seller’s facility and the Agreement was submitted to the Public Utility Commission of Oregon (“Oregon PUC”) on February 27, 2014 in compliance with OAR 860-029-0020(1);

WHEREAS, On September 13, 2013, the Publisher of the Dow Jones and Platts indices provided notice to Idaho Power that it was discontinuing publication of the Dow Jones non-firm index and transitioning to the Platts non-firm index and since such transition, the Platts index has reported zero volumes;

WHEREAS, Idaho Power and other parties to Idaho Public Utilities Commission (“Idaho PUC”) Docket No. IPC-E-13-25 entered into a Settlement Stipulation on March 14, 2014, (“Stipulation”) that changed the definition of Mid-Columbia Market Energy Cost in standard agreements and Schedule 86 to replace the Dow Jones non-firm index with the Intercontinental Exchange firm index and formula for purposes of calculating market energy cost, and this Stipulation was approved by the Idaho PUC in Order No. 33053 on June 10, 2014;

WHEREAS, the Idaho PUC’s order approving the Stipulation also approved amendments replacing the Dow Jones non-firm index with the Intercontinental Exchange firm index in contracts of parties to Docket No. IPC-E-13-25, and found it to be reasonable to allow existing PURPA qualifying facilities that currently have a contract with Idaho Power containing reference to the Dow Jones non-firm index to amend their contracts consistent with the terms of the Stipulation;

WHEREAS, Idaho Power’s compliance filing in Oregon PUC docket UM 1610 contains the replacement of the discontinued Dow Jones Index with reference to the Intercontinental Exchange firm Index and formula, and all parties have agreed to such inclusion in Idaho Power’s standard Oregon Energy Sales Agreement. This compliance filing was approved by the Oregon PUC at its August 5, 2014 public meeting; and

WHEREAS, Seller and Idaho Power desire to amend the definition of Market Energy Cost and the calculation of Surplus Energy Price in this Agreement consistent with the change implemented to standard contracts in both Idaho and Oregon;



NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The above-stated recitals are incorporated into and made a part of this Agreement by this reference to the same extent as if these recitals were set forth in full at this point.

2. **Definitions.** Article 1, section 1.14 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.14 Market Energy Cost – 82.4% of the monthly arithmetic average of each day’s Intercontinental Exchange (“ICE”) daily firm Mid-C Peak Avg and Mid-C Off-Peak Avg index prices. Each day’s index prices will reflect the relative proportions of peak hours and off-peak hours in the month as follows:

Heavy Load (HL) Hours: The daily hours from hour ending 0700-2200 Mountain Time, (16 hours) *excluding* all hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Light Load (LL) Hours: The daily hours from hour ending 2300-0600 Mountain Time (8 hours), plus all other hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The actual Market Energy Cost calculation being:

$$.824 * \left( \sum_{x=1}^n \{(\text{ICE Mid-C Peak Avg}_x * \text{HL hours for day}) + (\text{ICE Mid-C Off-Peak Avg}_x * \text{LL hours for day})\} / (n*24) \right)$$

where n = number of days in the month

If the ICE Mid-C Index prices are not reported for a particular day or days, prices derived from the respective averages of HL and LL prices for the immediately preceding and following reporting periods or days shall be substituted into the formula stated in this definition and shall therefore be multiplied by the appropriate respective numbers of HL and LL Hours for such particular day or days with the result that each hour in such month shall have a related price in such formula. If the day for which prices are not reported has in it only LL Hours (for example a Sunday), the respective averages shall use only prices reported for LL hours in the immediately preceding and following reporting periods or days. If the day for which prices are not reported is a Saturday or Monday or is adjacent on the

calendar to a holiday, the prices used for HL Hours shall be those for HL hours in the nearest (forward or backward) reporting periods or days for which HL prices are reported.

If the ICE Mid-C Index reporting is discontinued by the reporting agency, both Parties will mutually agree upon a replacement index, which is similar to the ICE Mid-C Index. The selected replacement index will be consistent with other similar agreements and a commonly used index by the electrical industry.

Article 7, section 7.2 shall be deleted in its entirety and the following section shall be substituted in its stead:

7.2 Surplus Energy Price – For all Surplus Energy, Idaho Power shall pay to the Seller an amount equal to the Market Energy Cost.

**3. Commission Approval.** The obligations of the Parties under this First Amendment are subject to the Oregon PUC's approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this First Amendment to the Oregon PUC and recommend approval in its entirety.

**4. Effect of Amendment.** Except as expressly amended by this First Amendment, the Agreement shall remain in full force and effect.

**5. Capitalized Terms.** All capitalized terms used in this First Amendment and not defined herein shall have the same meaning as used in the Agreement.

**6. Scope of Amendment.** This First Amendment shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, successors, and assigns, who are obligated to take any action which may be necessary or proper to carry out the purpose and intent thereof.

**7. Authority.** Each Party represents and warrants that (i) it is validly existing and in good standing in the state in which it is organized, (ii) it is the proper party to amend the Agreement, and (iii) it has the requisite authority to execute this First Amendment.

**8. Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed as of the date above written.

THUNDEREGG SOLAR CENTER, LLC

By: Nelson S. Teague, Jr.

Name: Nelson S. Teague, Jr.

Title: Manager

IDAHO POWER COMPANY

By: Lisa Grow

Name: Lisa Grow

Title: SVP Power Supply

**FIRST AMENDMENT  
TO THE  
ENERGY SALES AGREEMENT  
BETWEEN  
IDAHO POWER COMPANY  
AND  
KOOTENAI ELECTRIC COOPERATIVE, INC.**

This First Amendment of the Energy Sales Agreement (“First Amendment”) is entered into on this 3 day of Dec, 2014 by and between Idaho Power Company, an Idaho corporation (“Idaho Power”), and Kootenai Electric Cooperative, Inc., an Idaho nonprofit corporation (“Kootenai” or “Seller”) (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power and Seller entered into a standard Energy Sales Agreement on March 5, 2014, (the “Agreement”) for the purchase and sale of energy produced by the Seller’s facility, 21865113 Fighting Creek Landfill Gas to Energy Station, and the Agreement was submitted to the Public Utility Commission of Oregon (Oregon PUC) on March 11, 2014, in compliance with OAR 860-029-0020(1);

WHEREAS, On September 13, 2013, the Publisher of the Dow Jones and Platts indices provided notice to Idaho Power that it was discontinuing publication of the Dow Jones non-firm index and transitioning to the Platts non-firm index and since such transition, the Platts index has reported zero volumes;

WHEREAS, Idaho Power and other parties to Idaho Public Utilities Commission (Idaho PUC) Docket No. IPC-E-13-25 entered into a Settlement Stipulation on May 9, 2014, (“Stipulation”) that changed the definition of Mid-Columbia Market Energy Cost in standard agreements and Schedule 86 to replace the Dow Jones non-firm index with the Intercontinental Exchange firm index and formula for purposes of calculating market energy cost, and this Stipulation was approved by the Idaho PUC in Order No. 33053 on June 10, 2014;

WHEREAS, the Idaho PUC’s order approving the Stipulation also approved amendments replacing the Dow Jones non-firm index with the Intercontinental Exchange firm index in contracts of parties to Docket No. IPC-E-13-25, and found it to be reasonable to allow existing PURPA qualifying facilities that currently have a contract with Idaho Power containing reference to the Dow Jones non-firm index to amend their contracts consistent with the terms of the Stipulation;

WHEREAS, Idaho Power’s compliance filing in Oregon PUC docket UM 1610 contains the replacement of the discontinued Dow Jones Index with reference to the Intercontinental Exchange firm index and formula, and all parties have agreed to such inclusion in Idaho Power’s standard Oregon Energy Sales Agreement. This compliance filing was approved by the Oregon PUC at its August 5, 2014 public meeting; and

WHEREAS, Seller and Idaho Power desire to amend the definition of Market Energy Cost in this Agreement consistent with the change implemented to standard contracts in both Idaho and Oregon;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The above-stated recitals are incorporated into and made a part of this Agreement by this reference to the same extent as if these recitals were set forth in full at this point.

2. **Definitions.** Article 1, section 1.13 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.13 Market Energy Cost – 82.4% of the monthly arithmetic average of each day’s Intercontinental Exchange (“ICE”) daily firm Mid-C Peak Avg and Mid-C Off-Peak Avg index prices. Each day’s index prices will reflect the relative proportions of peak hours and off-peak hours in the month as follows:

Heavy Load (HL) Hours: The daily hours from hour ending 0700-2200 Mountain Time, (16 hours) *excluding* all hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Light Load (LL) Hours: The daily hours from hour ending 2300-0600 Mountain Time (8 hours), plus all other hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The actual Market Energy Cost calculation being:

$$.824 * \left( \sum_{x=1}^n \{(\text{ICE Mid-C Peak Avg}_x * \text{HL hours for day}) + (\text{ICE Mid-C Off-Peak Avg}_x * \text{LL hours for day})\} / (n*24) \right)$$

where n = number of days in the month

If the ICE Mid-C Index prices are not reported for a particular day or days, prices derived from the respective averages of HL and LL prices for the immediately preceding and following reporting periods or days shall be substituted into the formula stated in this definition and shall therefore be multiplied by the appropriate respective numbers of HL and LL Hours for such particular day or days with the result that each hour in such month shall have a related price in such formula. If the day for which prices are not reported has in it only LL Hours (for example a Sunday), the respective averages shall use only prices reported for LL hours in the immediately preceding and following reporting periods or days. If the day for which prices are not reported is a Saturday or Monday or is adjacent on the

calendar to a holiday, the prices used for HL Hours shall be those for HL hours in the nearest (forward or backward) reporting periods or days for which HL prices are reported.

If the ICE Mid-C Index reporting is discontinued by the reporting agency, both Parties will mutually agree upon a replacement index, which is similar to the ICE Mid-C Index. The selected replacement index will be consistent with other similar agreements and a commonly used index by the electrical industry.

Article 7, section 7.2 shall be deleted in its entirety and the following section shall be substituted in its stead:

7.2 Surplus Energy Price – For all Surplus Energy, Idaho Power shall pay to the Seller an amount equal to the Market Energy Cost.

**3. Commission Approval.** The obligations of the Parties under this First Amendment are subject to the Oregon PUC's approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this First Amendment to the Oregon PUC and recommend approval in its entirety.

**4. Effect of Amendment.** Except as expressly amended by this First Amendment, the Agreement shall remain in full force and effect.

**5. Capitalized Terms.** All capitalized terms used in this First Amendment and not defined herein shall have the same meaning as used in the Agreement.

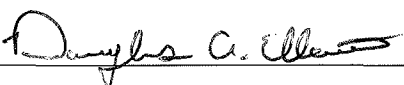
**6. Scope of Amendment.** This First Amendment shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, successors, and assigns, who are obligated to take any action which may be necessary or proper to carry out the purpose and intent thereof.

**7. Authority.** Each Party represents and warrants that (i) it is validly existing and in good standing in the state in which it is organized, (ii) it is the proper party to amend the Agreement, and (iii) it has the requisite authority to execute this First Amendment.

**8. Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed as of the date above written.

KOOTENAI ELECTRIC COOPERATIVE,  
INC.

By: 

Name: Douglas A. Elliott

Title: General Manager

IDAHO POWER COMPANY

By: 

Name: Lisa Grow

Title: SVP Power Supply