



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 – Second  
Amendments to Energy Sales Agreements

Dear Filing Center:

Second amendments to the original Energy Sales Agreements (“ESA”) were executed between Idaho Power Company and the entities listed below. The second amendments clarify definitions for Mechanical Availability, Shortfall Energy, Sufficient Prime Mover, Annual Net Energy Amount, and the terms and conditions for Mechanical Availability (MAG). 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.

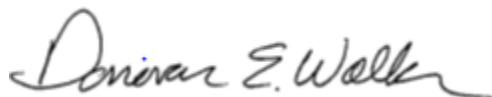
Below is a list of the amendments provided with this informational filing:

<b>Project</b>	<b>Date of ESA</b>	<b>Submission Date to OPUC</b>	<b>Second Amendment Date</b>
Prospector Windfarm, LLC	10/09/13	10/21/13	09/21/15
Benson Creek Windfarm, LLC	10/09/13	10/21/13	09/21/15
Jett Creek Windfarm, LLC	10/09/13	10/21/13	09/21/15
Durbin Creek Windfarm, LLC	10/09/13	10/21/13	09/21/15
Willow Spring Windfarm, LLC	05/23/14	05/29/14	09/21/15

Filing Center  
October 6, 2015  
Page 2 of 2

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

Sincerely,

A handwritten signature in black ink that reads "Donovan E. Walker". The signature is written in a cursive style with a large initial 'D' and a long, sweeping underline.

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)

**SECOND AMENDMENT  
TO THE  
ENERGY SALES AGREEMENT  
BETWEEN  
IDAHO POWER COMPANY  
AND  
PROSPECTOR WINDFARM**

This Second Amendment of the Energy Sales Agreement (“Second Amendment”) is entered into on this 21 day of Sept, 2015, 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, Idaho Power and Seller executed the First Amendment to the Agreement on December 3, 2014, to integrate the changes to the market index pricing language contained in Oregon PUC Order No. 14-278.;

WHEREAS, Article 1.16 defines Mechanical Availability as a ratio of actual Net Energy deliveries divided by the Facility’s calculated Net Energy deliveries, and reported on a monthly basis;

WHEREAS, Article 1.27 defines Shortfall Energy for energy deliveries prior to Operation Date;

WHEREAS, Article 1.30 defines Sufficient Prime Mover as prime mover that is equal to or greater than the generation unit’s manufacturer-specified minimum levels;

WHEREAS, Article 6.3 defines an amount equal to at least ten percent (10%) of the Annual Net Energy Amount specified in paragraph 6.2 shall constitute an Event of Default;

WHEREAS, Article 6.4 defines the terms and conditions for Mechanical Availability Guarantee;

WHEREAS, Idaho Power’s compliance filing in Oregon PUC docket UM 1610 contains updated language for Mechanical Availability required by Order No. 14-058 and approved in Order No. 14-278 which includes annual reporting, planned maintenance allowance, and a penalty for failure if the requirements are not met.

WHEREAS, Article 7.4 Section 7.4.1 defines the Shortfall Energy Repayment Price as the subtraction of the current day's Market Energy Cost from the current day's Net Energy Purchase Price if the current day's Market Energy Cost is greater than the current day's Net Energy Purchase Price;

WHEREAS, Article 7.4 Section 7.4.1 existing definition will always result in a value less than 0 for the Short Fall Energy Repayment Price; and

WHEREAS, Seller and Idaho Power desire to amend the Agreement to (i) replace definitions of Mechanical Availability Shortfall Energy, and Sufficient Prime Mover, and (ii) delete Article 6.3 in its entirety as replacement of Article 6.4 provides terms for failure to meet the MAG (iii) replace Article 6.4 in its entirety to include current standard contract language, and (iii) replace Article 7.4 Shortfall Energy Repayment Price in its entirety to correct an error.

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 1.16 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.16 "Mechanical Availability" – measured for each Contract Year, the percentage of time that the Facility is capable of producing Net Energy during a Contract Year. The actual calculation being:

$$\text{Mechanical Availability (\%)} = \frac{((H * N) - DH)}{(H * N)} * 100$$

Where:

H = number of hours in the Contract Year  
N = number of generation units comprising the Facility  
DH = sum of Downtime Hours for all units comprising the Facility in the Contract Year

And Downtime Hours are the number of hours in a single Contract Year for each generation unit within the Facility, measured in 1/6 hourly (10 minute) increments, in which the generation unit is not in the "run" status or is in "run" status but faulted (including any reasonable delay in resetting a fault). Notwithstanding the previous

sentence, Downtime Hours does not include portions of the hour that the unit is unavailable due to (i) an event of Force Majeure; (ii) a default by Idaho Power under this Agreement; or (iii) hours of planned maintenance per generation unit not to exceed 200 hours per generation unit per Contract Year.

Article 1, Section 1.27 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.27 Shortfall Energy – (1) Prior to Operation Date, Shortfall Energy shall be equal to the Annual Net Energy Amount specified in paragraph 6.2 divided by 365, multiplied by the number of days past the Scheduled Operation Date when the Operation Date is achieved less 30 days, less Surplus Energy. If this calculation results in a value less than 0 then the result shall be 0. (2) If the Facility’s Mechanical Availability falls below the MAG for any Contract Year, the Shortfall Energy for that Contract Year shall be expressed in kWh and calculated as follows.  $\text{Shortfall Energy} = (\text{MAG} - \text{Mechanical Availability}) * \text{Annual Net Energy Amount}$ .

Article 1, Section 1.30 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.30 “Sufficient Prime Mover” - means prime mover (i.e. wind speed, water quantity or solar insolation) that is (1) equal to or greater than the generation unit’s manufacturer-specified minimum levels required for the generation unit to produce energy and (2) equal to or less than the generation unit’s manufacturer-specified maximum levels at which the generation unit can safely produce energy.

Article 6.3, shall be deleted in its entirety:

Article 6.4, shall be deleted in its entirety and the following section shall be substituted in its stead:

6.4 Mechanical Availability Guarantee (MAG) – Seller guarantees that beginning with the third Contract Year the annual Mechanical Availability of the Facility shall be no less than 90 percent.

6.4.1 MAG notification – within ten (10) days after the end of a Contract Year, the Seller shall provide Idaho Power with the Seller certified accurate Mechanical Availability calculations for the recently passed Contract Year. At the minimum the information provided to Idaho Power will include a summary record of the Contract Year's Generation Unit Downtime Hours, Force Majeure events and any other information required to confirm the Seller's Mechanical Availability calculation.

6.4.2 The Seller shall maintain detailed documentation of the Seller's Mechanical Availability calculation for a minimum of three (3) Contract Years.

6.4.3 Idaho Power shall have the right to review and audit the documentation supporting the calculation of the Facility's Mechanical Availability at reasonable times at the Seller's offices.

6.4.5 Mechanical Availability Damages– Equals the Shortfall Energy Repayment Price multiplied by Shortfall Energy. These damages will be calculated and billed Seller annually for all Contract Years in which the Facility fails to achieve the MAG

6.4.6 Failure of the Facility's Mechanical Availability to meet or exceed the Mechanical Availability Guarantee for two consecutive Contract Years shall be an Event of Default under this agreement.

Article 7, section 7.4 shall be deleted in its entirety and the following section shall be substituted in its stead:

7.4 Shortfall Energy Repayment Price -

7.4.1 Price to be applied to all Shortfall Energy - If the current day's Market Energy Cost is greater than the applicable Net Energy Purchase Price that would have been paid to the Seller for energy delivered to Idaho Power on that day, the Shortfall Energy Repayment Price will be determined by subtracting the current day's Net Energy Purchase Price from the current day's Market Energy Cost. If the result of this subtraction is greater than the current day's Net Energy Purchase Price as described in this paragraph, then the Shortfall Energy Repayment Price shall be equal to current day's Net Energy Purchase Price.

3. **Commission Filing.** This Second Amendment will be filed with the Public Utility Commission of Oregon, in the same manner as the initial Agreement, pursuant to OAR 860-029-0020(1).

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

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

6. **Scope of Amendment.** This Second 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.

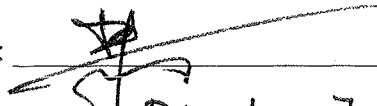
7. **Authority.** Each Party represents and warrants that (i) it is validly existing and in good standing in the state in which it is organized, (ii) it is the proper party to amend the Agreement, and (iii) it has the requisite authority to execute this Second Amendment.

8. **Counterparts.** This Second 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.

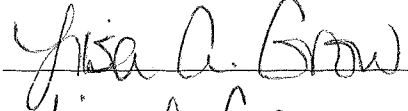


IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be duly executed as of the date above written.

PROSPECTOR WINDFARM, LLC

By:   
Name: Robert Jans  
Title: managing director

IDAHO POWER COMPANY

By:   
Name: Lisa A. Grow  
Title: SVP Power Supply

**SECOND AMENDMENT  
TO THE  
ENERGY SALES AGREEMENT  
BETWEEN  
IDAHO POWER COMPANY  
AND  
BENSON CREEK WINDFARM**

This Second Amendment of the Energy Sales Agreement (“Second Amendment”) is entered into on this 21 day of Sept, 2015, by and between Idaho Power Company, an Idaho corporation (“Idaho Power”), and Benson Creek Windfarm, LLC, an Oregon LLC (“Benson Creek 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, Idaho Power and Seller executed the First Amendment to the Agreement on December 3, 2014, to integrate the changes to the market index pricing language contained in Oregon PUC Order No. 14-278.;

WHEREAS, Article 1.16 defines Mechanical Availability as a ratio of actual Net Energy deliveries divided by the Facility’s calculated Net Energy deliveries, and reported on a monthly basis;

WHEREAS, Article 1.27 defines Shortfall Energy for energy deliveries prior to Operation Date;

WHEREAS, Article 1.30 defines Sufficient Prime Mover as prime mover that is equal to or greater than the generation unit’s manufacturer-specified minimum levels;

WHEREAS, Article 6.3 defines an amount equal to at least ten percent (10%) of the Annual Net Energy Amount specified in paragraph 6.2 shall constitute an Event of Default;

WHEREAS, Article 6.4 defines the terms and conditions for Mechanical Availability Guarantee;

WHEREAS, Idaho Power’s compliance filing in Oregon PUC docket UM 1610 contains updated language for Mechanical Availability required by Order No. 14-058 and approved in Order No. 14-278 which includes annual reporting, planned maintenance allowance, and a penalty for failure if the requirements are not met.

WHEREAS, Article 7.4 Section 7.4.1 defines the Shortfall Energy Repayment Price as the subtraction of the current day's Market Energy Cost from the current day's Net Energy Purchase Price if the current day's Market Energy Cost is greater than the current day's Net Energy Purchase Price;

WHEREAS, Article 7.4 Section 7.4.1 existing definition will always result in a value less than 0 for the Short Fall Energy Repayment Price; and

WHEREAS, Seller and Idaho Power desire to amend the Agreement to (i) replace definitions of Mechanical Availability Shortfall Energy, and Sufficient Prime Mover, and (ii) delete Article 6.3 in its entirety as replacement of Article 6.4 provides terms for failure to meet the MAG (iii) replace Article 6.4 in its entirety to include current standard contract language, and (iii) replace Article 7.4 Shortfall Energy Repayment Price in its entirety to correct an error.

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 1.16 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.16 "Mechanical Availability" – measured for each Contract Year, the percentage of time that the Facility is capable of producing Net Energy during a Contract Year. The actual calculation being:

$$\text{Mechanical Availability (\%)} = \frac{((H * N) - DH)}{(H * N)} * 100$$

Where:

H = number of hours in the Contract Year  
N = number of generation units comprising the Facility  
DH = sum of Downtime Hours for all units comprising the Facility in the Contract Year

And Downtime Hours are the number of hours in a single Contract Year for each generation unit within the Facility, measured in 1/6 hourly (10 minute) increments, in which the generation unit is not in the "run" status or is in "run" status but faulted (including any reasonable delay in resetting a fault). Notwithstanding the previous

Article 6.3, shall be deleted in its entirety:

Article 6.4, shall be deleted in its entirety and the following section shall be substituted in its stead:

6.4 Mechanical Availability Guarantee (MAG) – Seller guarantees that beginning with the third Contract Year the annual Mechanical Availability of the Facility shall be no less than 90 percent.

6.4.1 MAG notification – within ten (10) days after the end of a Contract Year, the Seller shall provide Idaho Power with the Seller certified accurate Mechanical Availability calculations for the recently passed Contract Year. At the minimum the information provided to Idaho Power will include a summary record of the Contract Year’s Generation Unit Downtime Hours, Force Majeure events and any other information required to confirm the Seller’s Mechanical Availability calculation.

6.4.2 The Seller shall maintain detailed documentation of the Seller’s Mechanical Availability calculation for a minimum of three (3) Contract Years.

6.4.3 Idaho Power shall have the right to review and audit the documentation supporting the calculation of the Facility’s Mechanical Availability at reasonable times at the Seller’s offices.

6.4.5 Mechanical Availability Damages– Equals the Shortfall Energy Repayment Price multiplied by Shortfall Energy. These damages will be calculated and billed Seller annually for all Contract Years in which the Facility fails to achieve the MAG

6.4.6 Failure of the Facility’s Mechanical Availability to meet or exceed the Mechanical Availability Guarantee for two consecutive Contract Years shall be an Event of Default under this agreement.

Article 7, section 7.4 shall be deleted in its entirety and the following section shall be substituted in its stead:

7.4 Shortfall Energy Repayment Price -

7.4.1 Price to be applied to all Shortfall Energy - If the current day's Market Energy Cost is greater than the applicable Net Energy Purchase Price that would have been paid to the Seller for energy delivered to Idaho Power on that day, the Shortfall Energy Repayment Price will be determined by subtracting the current day's Net Energy Purchase Price from the current day's Market Energy Cost. If the result of this subtraction is greater than the current day's Net Energy Purchase Price as described in this paragraph, then the Shortfall Energy Repayment Price shall be equal to current day's Net Energy Purchase Price.

3. **Commission Filing.** This Second Amendment will be filed with the Public Utility Commission of Oregon, in the same manner as the initial Agreement, pursuant to OAR 860-029-0020(1).

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

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


6. **Scope of Amendment.** This Second 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 Second Amendment.

8. **Counterparts.** This Second 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 Second Amendment to be duly executed as of the date above written.

BENSON CREEK WINDFARM, LLC

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

Name: Robert Jans

Title: managing director

IDAHO POWER COMPANY

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

Name: Lisa A. Grow

Title: SVP Power Supply

**SECOND AMENDMENT  
TO THE  
ENERGY SALES AGREEMENT  
BETWEEN  
IDAHO POWER COMPANY  
AND  
JETT CREEK WINDFARM**

This Second Amendment of the Energy Sales Agreement (“Second Amendment”) is entered into on this 21 day of Sept, 2015, by and between Idaho Power Company, an Idaho corporation (“Idaho Power”), and Jett Creek Windfarm, LLC, an Oregon LLC (“Jett Creek 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, Idaho Power and Seller executed the First Amendment to the Agreement on December 3, 2014, to integrate the changes to the market index pricing language contained in Oregon PUC Order No. 14-278.;

WHEREAS, Article 1.16 defines Mechanical Availability as a ratio of actual Net Energy deliveries divided by the Facility’s calculated Net Energy deliveries, and reported on a monthly basis;

WHEREAS, Article 1.27 defines Shortfall Energy for energy deliveries prior to Operation Date;

WHEREAS, Article 1.30 defines Sufficient Prime Mover as prime mover that is equal to or greater than the generation unit’s manufacturer-specified minimum levels;

WHEREAS, Article 6.3 defines an amount equal to at least ten percent (10%) of the Annual Net Energy Amount specified in paragraph 6.2 shall constitute an Event of Default;

WHEREAS, Article 6.4 defines the terms and conditions for Mechanical Availability Guarantee;

WHEREAS, Idaho Power’s compliance filing in Oregon PUC docket UM 1610 contains updated language for Mechanical Availability required by Order No. 14-058 and approved in Order No. 14-278 which includes annual reporting, planned maintenance allowance, and a penalty for failure if the requirements are not met.

WHEREAS, Article 7.4 Section 7.4.1 defines the Shortfall Energy Repayment Price as the subtraction of the current day's Market Energy Cost from the current day's Net Energy Purchase Price if the current day's Market Energy Cost is greater than the current day's Net Energy Purchase Price;

WHEREAS, Article 7.4 Section 7.4.1 existing definition will always result in a value less than 0 for the Short Fall Energy Repayment Price; and

WHEREAS, Seller and Idaho Power desire to amend the Agreement to (i) replace definitions of Mechanical Availability Shortfall Energy, and Sufficient Prime Mover, and (ii) delete Article 6.3 in its entirety as replacement of Article 6.4 provides terms for failure to meet the MAG (iii) replace Article 6.4 in its entirety to include current standard contract language, and (iii) replace Article 7.4 Shortfall Energy Repayment Price in its entirety to correct an error.

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Article 1, Section 1.30 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.30 “Sufficient Prime Mover” - means prime mover (i.e. wind speed, water quantity or solar insolation) that is (1) equal to or greater than the generation unit’s manufacturer-specified minimum levels required for the generation unit to produce energy and (2) equal to or less than the generation unit’s manufacturer-specified maximum levels at which the generation unit can safely produce energy.

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6.4.1 MAG notification – within ten (10) days after the end of a Contract Year, the Seller shall provide Idaho Power with the Seller certified accurate Mechanical Availability calculations for the recently passed Contract Year. At the minimum the information provided to Idaho Power will include a summary record of the Contract Year's Generation Unit Downtime Hours, Force Majeure events and any other information required to confirm the Seller's Mechanical Availability calculation.

6.4.2 The Seller shall maintain detailed documentation of the Seller's Mechanical Availability calculation for a minimum of three (3) Contract Years.

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6.4.6 Failure of the Facility's Mechanical Availability to meet or exceed the Mechanical Availability Guarantee for two consecutive Contract Years shall be an Event of Default under this agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused this Second 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: Lisa A. Grow

Name: Lisa A. Grow

Title: SVP Power Supply

**SECOND AMENDMENT  
TO THE  
ENERGY SALES AGREEMENT  
BETWEEN  
IDAHO POWER COMPANY  
AND  
DURBIN CREEK WINDFARM**

This Second Amendment of the Energy Sales Agreement (“Second Amendment”) is entered into on this 21 day of Sept, 2015, by and between Idaho Power Company, an Idaho corporation (“Idaho Power”), and Durbin Creek Windfarm, LLC, an Oregon LLC (“Durbin Creek 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, Idaho Power and Seller executed the First Amendment to the Agreement on December 3, 2014, to integrate the changes to the market index pricing language contained in Oregon PUC Order No. 14-278.;

WHEREAS, Article 1.16 defines Mechanical Availability as a ratio of actual Net Energy deliveries divided by the Facility’s calculated Net Energy deliveries, and reported on a monthly basis;

WHEREAS, Article 1.27 defines Shortfall Energy for energy deliveries prior to Operation Date;

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WHEREAS, Article 6.3 defines an amount equal to at least ten percent (10%) of the Annual Net Energy Amount specified in paragraph 6.2 shall constitute an Event of Default;

WHEREAS, Article 6.4 defines the terms and conditions for Mechanical Availability Guarantee;

WHEREAS, Idaho Power’s compliance filing in Oregon PUC docket UM 1610 contains updated language for Mechanical Availability required by Order No. 14-058 and approved in Order No. 14-278 which includes annual reporting, planned maintenance allowance, and a penalty for failure if the requirements are not met.

WHEREAS, Article 7.4 Section 7.4.1 defines the Shortfall Energy Repayment Price as the subtraction of the current day's Market Energy Cost from the current day's Net Energy Purchase Price if the current day's Market Energy Cost is greater than the current day's Net Energy Purchase Price;

WHEREAS, Article 7.4 Section 7.4.1 existing definition will always result in a value less than 0 for the Short Fall Energy Repayment Price; and

WHEREAS, Seller and Idaho Power desire to amend the Agreement to (i) replace definitions of Mechanical Availability Shortfall Energy, and Sufficient Prime Mover, and (ii) delete Article 6.3 in its entirety as replacement of Article 6.4 provides terms for failure to meet the MAG (iii) replace Article 6.4 in its entirety to include current standard contract language, and (iii) replace Article 7.4 Shortfall Energy Repayment Price in its entirety to correct an error.

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 1.16 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.16 "Mechanical Availability" – measured for each Contract Year, the percentage of time that the Facility is capable of producing Net Energy during a Contract Year. The actual calculation being:

$$\text{Mechanical Availability (\%)} = \frac{((H * N) - DH)}{(H * N)} * 100$$

Where:

H = number of hours in the Contract Year  
N = number of generation units comprising the Facility  
DH = sum of Downtime Hours for all units comprising the Facility in the Contract Year

And Downtime Hours are the number of hours in a single Contract Year for each generation unit within the Facility, measured in 1/6 hourly (10 minute) increments, in which the generation unit is not in the "run" status or is in "run" status but faulted (including any reasonable delay in resetting a fault). Notwithstanding the previous

sentence, Downtime Hours does not include portions of the hour that the unit is unavailable due to (i) an event of Force Majeure; (ii) a default by Idaho Power under this Agreement; or (iii) hours of planned maintenance per generation unit not to exceed 200 hours per generation unit per Contract Year.

Article 1, Section 1.27 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.27 Shortfall Energy – (1) Prior to Operation Date, Shortfall Energy shall be equal to the Annual Net Energy Amount specified in paragraph 6.2 divided by 365, multiplied by the number of days past the Scheduled Operation Date when the Operation Date is achieved less 30 days, less Surplus Energy. If this calculation results in a value less than 0 then the result shall be 0. (2) If the Facility’s Mechanical Availability falls below the MAG for any Contract Year, the Shortfall Energy for that Contract Year shall be expressed in kWh and calculated as follows.  $\text{Shortfall Energy} = (\text{MAG} - \text{Mechanical Availability}) * \text{Annual Net Energy Amount}$ .

Article 1, Section 1.30 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.30 “Sufficient Prime Mover” - means prime mover (i.e. wind speed, water quantity or solar insolation) that is (1) equal to or greater than the generation unit’s manufacturer-specified minimum levels required for the generation unit to produce energy and (2) equal to or less than the generation unit’s manufacturer-specified maximum levels at which the generation unit can safely produce energy.

Article 6.3, shall be deleted in its entirety:

Article 6.4, shall be deleted in its entirety and the following section shall be substituted in its stead:

6.4 Mechanical Availability Guarantee (MAG) – Seller guarantees that beginning with the third Contract Year the annual Mechanical Availability of the Facility shall be no less than 90 percent.

6.4.1 MAG notification – within ten (10) days after the end of a Contract Year, the Seller shall provide Idaho Power with the Seller certified accurate Mechanical Availability calculations for the recently passed Contract Year. At the minimum the information provided to Idaho Power will include a summary record of the Contract Year's Generation Unit Downtime Hours, Force Majeure events and any other information required to confirm the Seller's Mechanical Availability calculation.

6.4.2 The Seller shall maintain detailed documentation of the Seller's Mechanical Availability calculation for a minimum of three (3) Contract Years.

6.4.3 Idaho Power shall have the right to review and audit the documentation supporting the calculation of the Facility's Mechanical Availability at reasonable times at the Seller's offices.

6.4.5 Mechanical Availability Damages– Equals the Shortfall Energy Repayment Price multiplied by Shortfall Energy. These damages will be calculated and billed Seller annually for all Contract Years in which the Facility fails to achieve the MAG

6.4.6 Failure of the Facility's Mechanical Availability to meet or exceed the Mechanical Availability Guarantee for two consecutive Contract Years shall be an Event of Default under this agreement.



Article 7, section 7.4 shall be deleted in its entirety and the following section shall be substituted in its stead:

7.4 Shortfall Energy Repayment Price -

7.4.1 Price to be applied to all Shortfall Energy - If the current day's Market Energy Cost is greater than the applicable Net Energy Purchase Price that would have been paid to the Seller for energy delivered to Idaho Power on that day, the Shortfall Energy Repayment Price will be determined by subtracting the current day's Net Energy Purchase Price from the current day's Market Energy Cost. If the result of this subtraction is greater than the current day's Net Energy Purchase Price as described in this paragraph, then the Shortfall Energy Repayment Price shall be equal to current day's Net Energy Purchase Price.

3. **Commission Filing.** This Second Amendment will be filed with the Public Utility Commission of Oregon, in the same manner as the initial Agreement, pursuant to OAR 860-029-0020(1).

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

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

6. **Scope of Amendment.** This Second 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 Second Amendment.

8. **Counterparts.** This Second 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 Second Amendment to be duly executed as of the date above written.

DURBIN CREEK WINDFARM, LLC

By: M. E. Miller

Name: MAURICE E. MILLER

Title: MANAGER

IDAHO POWER COMPANY

By: Lisa A. Grow

Name: LISA A. GROW

Title: SVP Power Supply

**SECOND AMENDMENT  
TO THE  
ENERGY SALES AGREEMENT  
BETWEEN  
IDAHO POWER COMPANY  
AND  
WILLOW SPRING WINDFARM**

This Second Amendment of the Energy Sales Agreement (“Second Amendment”) is entered into on this 21 day of Sept, 2015, by and between Idaho Power Company, an Idaho corporation (“Idaho Power”), and Willow Spring Windfarm, LLC, an Oregon LLC (“Willow Spring Windfarm” 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 29, 2014, in compliance with OAR 860-029-0020(1);

WHEREAS, Idaho Power and Seller executed the First Amendment to the Agreement on December 3, 2014, to integrate the changes to the market index pricing language contained in Oregon PUC Order No. 14-278.;

WHEREAS, Article 1.16 defines Mechanical Availability as a ratio of actual Net Energy deliveries divided by the Facility’s calculated Net Energy deliveries, and reported on a monthly basis;

WHEREAS, Article 1.27 defines Shortfall Energy for energy deliveries prior to Operation Date;

WHEREAS, Article 1.30 defines Sufficient Prime Mover as prime mover that is equal to or greater than the generation unit’s manufacturer-specified minimum levels;

WHEREAS, Article 6.3 defines an amount equal to at least ten percent (10%) of the Annual Net Energy Amount specified in paragraph 6.2 shall constitute an Event of Default;

WHEREAS, Article 6.4 defines the terms and conditions for Mechanical Availability Guarantee;

WHEREAS, Idaho Power’s compliance filing in Oregon PUC docket UM 1610 contains updated language for Mechanical Availability required by Order No. 14-058 and approved in Order No. 14-278 which includes annual reporting, planned maintenance allowance, and a penalty for failure if the requirements are not met.

WHEREAS, Article 7.4 Section 7.4.1 defines the Shortfall Energy Repayment Price as the subtraction of the current day's Market Energy Cost from the current day's Net Energy Purchase Price if the current day's Market Energy Cost is greater than the current day's Net Energy Purchase Price;

WHEREAS, Article 7.4 Section 7.4.1 existing definition will always result in a value less than 0 for the Short Fall Energy Repayment Price; and

WHEREAS, Seller and Idaho Power desire to amend the Agreement to (i) replace definitions of Mechanical Availability Shortfall Energy, and Sufficient Prime Mover, and (ii) delete Article 6.3 in its entirety as replacement of Article 6.4 provides terms for failure to meet the MAG (iii) replace Article 6.4 in its entirety to include current standard contract language, and (iii) replace Article 7.4 Shortfall Energy Repayment Price in its entirety to correct an error.

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:

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7.4.1 Price to be applied to all Shortfall Energy - If the current day's Market Energy Cost is greater than the applicable Net Energy Purchase Price that would have been paid to the Seller for energy delivered to Idaho Power on that day, the Shortfall Energy Repayment Price will be determined by subtracting the current day's Net Energy Purchase Price from the current day's Market Energy Cost. If the result of this subtraction is greater than the current day's Net Energy Purchase Price as described in this paragraph, then the Shortfall Energy Repayment Price shall be equal to current day's Net Energy Purchase Price.

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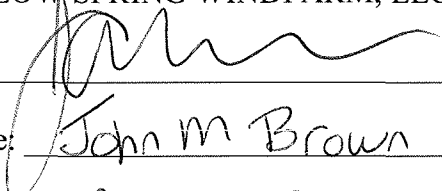
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WILLOW SPRING WINDFARM, LLC

By: 

Name: John M Brown

Title: Manager

IDAHO POWER COMPANY

By: 

Name: Lisa A. Grow

Title: SVP Power Supply