

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

This Third Amendment of the Energy Sales Agreement (“Third Amendment”) is entered into on this 31 day of August, 2016, by and between Idaho Power Company, an Idaho corporation (“Idaho Power”), and Prospector Windfarm, LLC, an Oregon LLC (“Prospector” 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 a 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, Idaho Power and Seller executed a Second Amendment to the Agreement on September 21, 2015, to (i) replace definitions of Mechanical Availability and Sufficient Prime Mover, and (ii) 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;

WHEREAS, Seller utilizes an interconnection that is shared with four other Qualifying Facilities (QF’s), the five projects being: Benson Creek Windfarm, LLC; Jett Creek Windfarm, LLC; Durbin Creek Windfarm, LLC; Prospector Windfarm, LLC; and Willow Spring Windfarm, LLC; individually a “Project” and collectively the “Projects”. Each Project is individually metered. However, subsequent to such individual metering, three of the Projects deliver energy via one collection string and the other two Projects deliver energy via another collection string. The two collection strings are then further aggregated into a single feed to the Idaho Power owned portion of the Huntington Substation where the revenue meter is located and then a single connection is made to the Idaho Power 138 kV transmission line creating a single Idaho Power Point of Delivery (POD);

WHEREAS, the Energy Sales Agreements for each of the five Projects, as well as the Generator Interconnection Agreement, requires individual metering for each project in order to accurately and distinctly measure each independent project’s generation at the POD;

WHEREAS, Seller, Idaho Power, and each of the Projects desire to amend their respective Energy Sales Agreements to add APPENDIX F, Net Energy Allocation, which provides for distributing the total Net Energy delivered at the POD revenue meter proportionately to all Projects by allocating all line losses, potential unmeasured energy exchange among the Projects, unmeasured energy deliveries to the control building, and the like, based upon each individual

Project's contribution to total Net Energy which will allow Idaho Power to administer the Energy Sales Agreements;

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 Third Amendment by this reference to the same extent as if these recitals were set forth in full at this point.
2. **Additional Provisions.** The following APPENDIX F NET ENERGY ALLOCATION shall be added to the Agreement in its entirety:

APPENDIX F

NET ENERGY ALLOCATION

The Facility utilizes an interconnection that is shared with four other Qualifying Facilities (QF's), the five projects being: Benson Creek Windfarm, LLC; Jett Creek Windfarm, LLC; Durbin Creek Windfarm, LLC; Prospector Windfarm, LLC; and Willow Spring Windfarm, LLC; collectively "Projects". The shared interconnection creates a single Idaho Power Point of Delivery (POD) with a revenue meter which measures the aggregation of the Net Energy (total Net Energy) of all five Projects. The Facility's Net Energy deliveries is a portion of the total Net Energy, measured at the POD, and must be determined for administration of the Agreement. This Appendix F establishes the method for determining each Project's Net Energy deliveries.

All Projects agree to distributing the total Net Energy delivered at the POD revenue meter proportionately to all Projects by allocating all line losses, potential unmeasured energy exchange between the Projects, unmeasured energy deliveries to the control building, and the like, based upon each of the individual Project's contribution to the total Net Energy

Idaho Power will use the following formula to distribute the total Net Energy for both the Heavy Load and Light Load hours:

$$P_{1POD} = \left(\frac{P_1}{P_1 + P_2 + P_3 + P_4 + P_5} \right) * P_T$$

Where

P_T is the total Net Energy delivered at the POD for all Projects

And

P_{1POD} is the calculated Net Energy at the POD for Project 1

And

P_1, P_2, P_3, P_4, P_5 is the Energy measured at each Project meter less station use

Example:

POD-Idaho Power revenue meter: $P_T = 60,000$ MWh

Project meters: Prospector: $P_1 = 15,000$ MWh Jett Creek: $P_2 = 12,000$ MWh

 Durbin Creek: $P_3 = 16,000$ MWh Benson Creek: $P_4 = 14,000$ MWh

 Willow Spring: $P_5 = 17,000$ MWh

Project Net Energy Amounts at POD:

Prospector Windfarm LLC (P_{1POD})

$$P_{1POD} = \left(\frac{P_1}{P_1 + P_2 + P_3 + P_4 + P_5} \right) * P_T$$
$$P_{1POD} = \left(\frac{15,000}{15,000 + 12,000 + 16,000 + 14,000 + 17,000} \right) * 60,000$$
$$P_{1POD} = 12,162$$

This method allocates all line losses, potential unmeasured energy exchange among the Projects, and unmeasured energy deliveries to the control building to all of the Projects based upon their individual contributions to the total Net Energy delivered at the POD revenue meter.

3. **Commission Filing.** This Third 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 Third Amendment, the Agreement shall remain in full force and effect.

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

6. **Scope of Amendment.** This Third 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 Third Amendment.

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

PROSPECTOR WINDFARM, LLC

By:  _____

Name: David M. Zwillinger

Title: Authorized Signatory

IDAHO POWER COMPANY

By: Tessia Park

Name: Tessia Park

Title: VP Power Supply

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

This Third Amendment of the Energy Sales Agreement (“Third Amendment”) is entered into on this 9th day of November, 2016, 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, Idaho Power and Seller executed a 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, Idaho Power and Seller executed a Second Amendment to the Agreement on September 21, 2015, to (i) replace definitions of Mechanical Availability and Sufficient Prime Mover, and (ii) 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;

WHEREAS, Seller utilizes an interconnection that is shared with four other Qualifying Facilities (QF’s), the five projects being: Benson Creek Windfarm, LLC; Jett Creek Windfarm, LLC; Durbin Creek Windfarm, LLC; Prospector Windfarm, LLC; and Willow Spring Windfarm, LLC; individually a “Project” and collectively the “Projects”. Each Project is individually metered. However, subsequent to such individual metering, three of the Projects deliver energy via one collection string and the other two Projects deliver energy via another collection string. The two collection strings are then further aggregated into a single feed to the Idaho Power owned portion of the Huntington Substation where the revenue meter is located and then a single connection is made to the Idaho Power 138 kV transmission line creating a single Idaho Power Point of Delivery (POD);

WHEREAS, the Energy Sales Agreements for each of the five Projects, as well as the Generator Interconnection Agreement, requires individual metering for each project in order to accurately and distinctly measure each independent project’s generation at the POD;

WHEREAS, Seller, Idaho Power, and each of the Projects desire to amend their respective Energy Sales Agreements to add APPENDIX F, Net Energy Allocation, which provides for distributing the total Net Energy delivered at the POD revenue meter proportionately to all Projects by allocating all line losses, potential unmeasured energy exchange among the Projects, unmeasured energy deliveries to the control building, and the like, based upon each individual

Project's contribution to total Net Energy which will allow Idaho Power to administer the Energy Sales Agreements;

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 Third Amendment by this reference to the same extent as if these recitals were set forth in full at this point.

2. **Additional Provisions.** The following APPENDIX F NET ENERGY ALLOCATION shall be added to the Agreement in its entirety:

APPENDIX F

NET ENERGY ALLOCATION

The Facility utilizes an interconnection that is shared with four other Qualifying Facilities (QF's), the five projects being: Benson Creek Windfarm, LLC; Jett Creek Windfarm, LLC; Durbin Creek Windfarm, LLC; Prospector Windfarm, LLC; and Willow Spring Windfarm, LLC; collectively "Projects". The shared interconnection creates a single Idaho Power Point of Delivery (POD) with a revenue meter which measures the aggregation of the Net Energy (total Net Energy) of all five Projects. The Facility's Net Energy deliveries is a portion of the total Net Energy, measured at the POD, and must be determined for administration of the Agreement. This Appendix F establishes the method for determining each Project's Net Energy deliveries.

All Projects agree to distributing the total Net Energy delivered at the POD revenue meter proportionately to all Projects by allocating all line losses, potential unmeasured energy exchange between the Projects, unmeasured energy deliveries to the control building, and the like, based upon each of the individual Project's contribution to the total Net Energy

Idaho Power will use the following formula to distribute the total Net Energy for both the Heavy Load and Light Load hours:

$$P_{1POD} = \left(\frac{P_1}{P_1 + P_2 + P_3 + P_4 + P_5} \right) * P_T$$

Where

P_T is the total Net Energy delivered at the POD for all Projects

And

P_{1POD} is the calculated Net Energy at the POD for Project 1

And

P_1, P_2, P_3, P_4, P_5 is the Energy measured at each Project meter less station use

Example:

POD-Idaho Power revenue meter: $P_T = 60,000$ MWh

Project meters: Benson Creek: $P_1 = 15,000$ MWh Jett Creek: $P_2 = 12,000$ MWh

Durbin Creek: $P_3 = 16,000$ MWh Prospector: $P_4 = 14,000$ MWh

Willow Spring: $P_5 = 17,000$ MWh

Project Net Energy Amounts at POD:

Benson Creek Windfarm, LLC (P_{1POD})

$$P_{1POD} = \left(\frac{P_1}{P_1 + P_2 + P_3 + P_4 + P_5} \right) * P_T$$
$$P_{1POD} = \left(\frac{15,000}{15,000 + 12,000 + 16,000 + 14,000 + 17,000} \right) * 60,000$$
$$P_{1POD} = 12,162$$

This method allocates all line losses, potential unmeasured energy exchange among the Projects, and unmeasured energy deliveries to the control building to all of the Projects based upon their individual contributions to the total Net Energy delivered at the POD revenue meter.

3. **Commission Filing.** This Third 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 Third Amendment, the Agreement shall remain in full force and effect.

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

6. **Scope of Amendment.** This Third 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 Third Amendment.

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

BENSON CREEK WINDFARM, LLC

By: Benson Creek Windfarm Holdings, LLC, its Managing Member

By: Benson Creek Windfarm Holdings 1, LLC, its Managing Member

By: Benson Creek Windfarm Holdings 2, LLC, its Manager

By: Oregon International Holdings, LLC, its Managing Member

By:  _____

Name: Robert Jans

Title: Manager

IDAHO POWER COMPANY

By: Tessie Park

Name: Tessie Park

Title: VP Power Supply

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

This Third Amendment of the Energy Sales Agreement (“Third Amendment”) is entered into on this 9th day of November, 2016, 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, Idaho Power and Seller executed a 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, Idaho Power and Seller executed a Second Amendment to the Agreement on September 21, 2015, to (i) replace definitions of Mechanical Availability and Sufficient Prime Mover, and (ii) 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;

WHEREAS, Seller utilizes an interconnection that is shared with four other Qualifying Facilities (QF’s), the five projects being: Benson Creek Windfarm, LLC; Jett Creek Windfarm, LLC; Durbin Creek Windfarm, LLC; Prospector Windfarm, LLC; and Willow Spring Windfarm, LLC; individually a “Project” and collectively the “Projects”. Each Project is individually metered. However, subsequent to such individual metering, three of the Projects deliver energy via one collection string and the other two Projects deliver energy via another collection string. The two collection strings are then further aggregated into a single feed to the Idaho Power owned portion of the Huntington Substation where the revenue meter is located and then a single connection is made to the Idaho Power 138 kV transmission line creating a single Idaho Power Point of Delivery (POD);

WHEREAS, the Energy Sales Agreements for each of the five Projects, as well as the Generator Interconnection Agreement, requires individual metering for each project in order to accurately and distinctly measure each independent project’s generation at the POD;

WHEREAS, Seller, Idaho Power, and each of the Projects desire to amend their respective Energy Sales Agreements to add APPENDIX F, Net Energy Allocation, which provides for distributing the total Net Energy delivered at the POD revenue meter proportionately to all Projects by allocating all line losses, potential unmeasured energy exchange among the Projects, unmeasured energy deliveries to the control building, and the like, based upon each individual

Project's contribution to total Net Energy which will allow Idaho Power to administer the Energy Sales Agreements;

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 Third Amendment by this reference to the same extent as if these recitals were set forth in full at this point.
2. **Additional Provisions.** The following APPENDIX F NET ENERGY ALLOCATION shall be added to the Agreement in its entirety:

APPENDIX F

NET ENERGY ALLOCATION

The Facility utilizes an interconnection that is shared with four other Qualifying Facilities (QF's), the five projects being: Benson Creek Windfarm, LLC; Jett Creek Windfarm, LLC; Durbin Creek Windfarm, LLC; Prospector Windfarm, LLC; and Willow Spring Windfarm, LLC; collectively "Projects". The shared interconnection creates a single Idaho Power Point of Delivery (POD) with a revenue meter which measures the aggregation of the Net Energy (total Net Energy) of all five Projects. The Facility's Net Energy deliveries is a portion of the total Net Energy, measured at the POD, and must be determined for administration of the Agreement. This Appendix F establishes the method for determining each Project's Net Energy deliveries.

All Projects agree to distributing the total Net Energy delivered at the POD revenue meter proportionately to all Projects by allocating all line losses, potential unmeasured energy exchange between the Projects, unmeasured energy deliveries to the control building, and the like, based upon each of the individual Project's contribution to the total Net Energy

Idaho Power will use the following formula to distribute the total Net Energy for both the Heavy Load and Light Load hours:

$$P_{1POD} = \left(\frac{P_1}{P_1 + P_2 + P_3 + P_4 + P_5} \right) * P_T$$

Where

P_T is the total Net Energy delivered at the POD for all Projects

And

P_{1POD} is the calculated Net Energy at the POD for Project 1

And

P_1, P_2, P_3, P_4, P_5 is the Energy measured at each Project meter less station use

Example:

POD-Idaho Power revenue meter: $P_T = 60,000$ MWh

Project meters: Jett Creek: $P_1 = 15,000$ MWh Benson Creek: $P_2 = 12,000$ MWh

Durbin Creek: $P_3 = 16,000$ MWh Prospector: $P_4 = 14,000$ MWh

Willow Spring: $P_5 = 17,000$ MWh

Project Net Energy Amounts at POD:

Jett Creek Windfarm, LLC (P_{1POD})

$$P_{1POD} = \left(\frac{P_1}{P_1 + P_2 + P_3 + P_4 + P_5} \right) * P_T$$
$$P_{1POD} = \left(\frac{15,000}{15,000 + 12,000 + 16,000 + 14,000 + 17,000} \right) * 60,000$$
$$P_{1POD} = 12,162$$

This method allocates all line losses, potential unmeasured energy exchange among the Projects, and unmeasured energy deliveries to the control building to all of the Projects based upon their individual contributions to the total Net Energy delivered at the POD revenue meter.

3. Commission Filing. This Third 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 Third Amendment, the Agreement shall remain in full force and effect.

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

6. Scope of Amendment. This Third 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 Third Amendment.

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

JETT CREEK WINDFARM, LLC

By: Jett Creek Windfarm Holdings, LLC, its Managing Member

By: Jett Creek Windfarm Holdings 1, LLC, its Managing Member

By: Jett Creek Windfarm Holdings 2, LLC, its Manager

By: Oregon Windfarms, LLC, its Managing Member

By: 

Name: Maurice Miller

Title: Manager

IDAHO POWER COMPANY

By: Tessia Park

Name: Tessia Park

Title: VP Power Supply

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

This Third Amendment of the Energy Sales Agreement (“Third Amendment”) is entered into on this 31 day of August, 2016, 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, Idaho Power and Seller executed a 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, Idaho Power and Seller executed a Second Amendment to the Agreement on September 21, 2015, to (i) replace definitions of Mechanical Availability and Sufficient Prime Mover, and (ii) 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;

WHEREAS, Seller utilizes an interconnection that is shared with four other Qualifying Facilities (QF’s), the five projects being: Benson Creek Windfarm, LLC; Jett Creek Windfarm, LLC; Durbin Creek Windfarm, LLC; Prospector Windfarm, LLC; and Willow Spring Windfarm, LLC; individually a “Project” and collectively the “Projects”. Each Project is individually metered. However, subsequent to such individual metering, three of the Projects deliver energy via one collection string and the other two Projects deliver energy via another collection string. The two collection strings are then further aggregated into a single feed to the Idaho Power owned portion of the Huntington Substation where the revenue meter is located and then a single connection is made to the Idaho Power 138 kV transmission line creating a single Idaho Power Point of Delivery (POD);

WHEREAS, the Energy Sales Agreements for each of the five Projects, as well as the Generator Interconnection Agreement, requires individual metering for each project in order to accurately and distinctly measure each independent project’s generation at the POD;

WHEREAS, Seller, Idaho Power, and each of the Projects desire to amend their respective Energy Sales Agreements to add APPENDIX F, Net Energy Allocation, which provides for distributing the total Net Energy delivered at the POD revenue meter proportionately to all Projects by allocating all line losses, potential unmeasured energy exchange among the Projects, unmeasured energy deliveries to the control building, and the like, based upon each individual

Project's contribution to total Net Energy which will allow Idaho Power to administer the Energy Sales Agreements;

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 Third Amendment by this reference to the same extent as if these recitals were set forth in full at this point.
2. **Additional Provisions.** The following APPENDIX F NET ENERGY ALLOCATION shall be added to the Agreement in its entirety:

APPENDIX F

NET ENERGY ALLOCATION

The Facility utilizes an interconnection that is shared with four other Qualifying Facilities (QF's), the five projects being: Benson Creek Windfarm, LLC; Jett Creek Windfarm, LLC; Durbin Creek Windfarm, LLC; Prospector Windfarm, LLC; and Willow Spring Windfarm, LLC; collectively "Projects". The shared interconnection creates a single Idaho Power Point of Delivery (POD) with a revenue meter which measures the aggregation of the Net Energy (total Net Energy) of all five Projects. The Facility's Net Energy deliveries is a portion of the total Net Energy, measured at the POD, and must be determined for administration of the Agreement. This Appendix F establishes the method for determining each Project's Net Energy deliveries.

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Where

P_T is the total Net Energy delivered at the POD for all Projects

And

P_{1POD} is the calculated Net Energy at the POD for Project 1

And

P_1, P_2, P_3, P_4, P_5 is the Energy measured at each Project meter less station use

Example:

POD-Idaho Power revenue meter: $P_T = 60,000$ MWh

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Benson Creek: $P_3 = 16,000$ MWh Prospector: $P_4 = 14,000$ MWh

Willow Spring: $P_5 = 17,000$ MWh

Project Net Energy Amounts at POD:

Durbin Creek Windfarm, LLC (P_{1POD})

$$P_{1POD} = \left(\frac{P_1}{P_1 + P_2 + P_3 + P_4 + P_5} \right) * P_T$$
$$P_{1POD} = \left(\frac{15,000}{15,000 + 12,000 + 16,000 + 14,000 + 17,000} \right) * 60,000$$
$$P_{1POD} = 12,162$$

This method allocates all line losses, potential unmeasured energy exchange among the Projects, and unmeasured energy deliveries to the control building to all of the Projects based upon their individual contributions to the total Net Energy delivered at the POD revenue meter.

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

DURBIN CREEK WINDFARM, LLC

By:  _____

Name: David M. Zwillinger

Title: Authorized Signatory

IDAHO POWER COMPANY

By: Tessia Park

Name: Tessia Park

Title: VP Power Supply

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

This Third Amendment of the Energy Sales Agreement (“Third Amendment”) is entered into on this 9th day of November, 2016, 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 30, 2014, in compliance with OAR 860-029-0020(1);

WHEREAS, Idaho Power and Seller executed a 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, Idaho Power and Seller executed a Second Amendment to the Agreement on September 21, 2015, to (i) replace definitions of Mechanical Availability and Sufficient Prime Mover, and (ii) 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;

WHEREAS, Seller utilizes an interconnection that is shared with four other Qualifying Facilities (QF’s), the five projects being: Benson Creek Windfarm, LLC; Jett Creek Windfarm, LLC; Durbin Creek Windfarm, LLC; Prospector Windfarm, LLC; and Willow Spring Windfarm, LLC; individually a “Project” and collectively the “Projects”. Each Project is individually metered. However, subsequent to such individual metering, three of the Projects deliver energy via one collection string and the other two Projects deliver energy via another collection string. The two collection strings are then further aggregated into a single feed to the Idaho Power owned portion of the Huntington Substation where the revenue meter is located and then a single connection is made to the Idaho Power 138 kV transmission line creating a single Idaho Power Point of Delivery (POD);

WHEREAS, the Energy Sales Agreements for each of the five Projects, as well as the Generator Interconnection Agreement, requires individual metering for each project in order to accurately and distinctly measure each independent project’s generation at the POD;

WHEREAS, Seller, Idaho Power, and each of the Projects desire to amend their respective Energy Sales Agreements to add APPENDIX F, Net Energy Allocation, which provides for distributing the total Net Energy delivered at the POD revenue meter proportionately to all Projects by allocating all line losses, potential unmeasured energy exchange among the Projects, unmeasured energy deliveries to the control building, and the like, based upon each individual

Project's contribution to total Net Energy which will allow Idaho Power to administer the Energy Sales Agreements;

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 Third Amendment by this reference to the same extent as if these recitals were set forth in full at this point.

2. **Additional Provisions.** The following APPENDIX F NET ENERGY ALLOCATION shall be added to the Agreement in its entirety:

APPENDIX F

NET ENERGY ALLOCATION

The Facility utilizes an interconnection that is shared with four other Qualifying Facilities (QF's), the five projects being: Benson Creek Windfarm, LLC; Jett Creek Windfarm, LLC; Durbin Creek Windfarm, LLC; Prospector Windfarm, LLC; and Willow Spring Windfarm, LLC; collectively "Projects". The shared interconnection creates a single Idaho Power Point of Delivery (POD) with a revenue meter which measures the aggregation of the Net Energy (total Net Energy) of all five Projects. The Facility's Net Energy deliveries is a portion of the total Net Energy, measured at the POD, and must be determined for administration of the Agreement. This Appendix F establishes the method for determining each Project's Net Energy deliveries.

All Projects agree to distributing the total Net Energy delivered at the POD revenue meter proportionately to all Projects by allocating all line losses, potential unmeasured energy exchange between the Projects, unmeasured energy deliveries to the control building, and the like, based upon each of the individual Project's contribution to the total Net Energy

Idaho Power will use the following formula to distribute the total Net Energy for both the Heavy Load and Light Load hours:

$$P_{1POD} = \left(\frac{P_1}{P_1 + P_2 + P_3 + P_4 + P_5} \right) * P_T$$

Where

P_T is the total Net Energy delivered at the POD for all Projects

And

P_{1POD} is the calculated Net Energy at the POD for Project 1

And

P_1, P_2, P_3, P_4, P_5 is the Energy measured at each Project meter less station use

Example:

POD-Idaho Power revenue meter: $P_T = 60,000$ MWh

Project meters: Willow Spring: $P_1 = 15,000$ MWh Jett Creek: $P_2 = 12,000$ MWh

Durbin Creek: $P_3 = 16,000$ MWh Prospector: $P_4 = 14,000$ MWh

Benson Creek: $P_5 = 17,000$ MWh

Project Net Energy amounts at POD:

Willow Spring Windfarm, LLC (P_{1POD})

$$P_{1POD} = \left(\frac{P_1}{P_1 + P_2 + P_3 + P_4 + P_5} \right) * P_T$$
$$P_{1POD} = \left(\frac{15,000}{15,000 + 12,000 + 16,000 + 14,000 + 17,000} \right) * 60,000$$
$$P_{1POD} = 12,162$$

This method allocates all line losses, potential unmeasured energy exchange among the Projects, and unmeasured energy deliveries to the control building to all of the Projects based upon their individual contributions to the total Net Energy delivered at the POD revenue meter.

3. Commission Filing. This Third 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 Third Amendment, the Agreement shall remain in full force and effect.

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

6. Scope of Amendment. This Third 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 Third Amendment.

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

Willow Spring Windfarm, LLC,

By: Willow Spring Windfarm
Holdings, LLC, its Managing
Member

By: Willow Spring Windfarm
Holdings 1, LLC, its Managing
Member

By: Willow Spring Windfarm
Holdings 2, LLC, its Manager

By: 8030 Companies, its
Managing Member

By: John M. Brown

Name: John Brown

Title: Manager

IDAHO POWER COMPANY

By: Tessia Park

Name: Tessia Park

Title: VP Power Supply