

AMENDMENT No. 5
to that certain
POWER PURCHASE AGREEMENT
Between
Siskiyou Power Authority
And
PacifiCorp

This AMENDMENT No. 5 (“**Amendment No. 5**”), effective January 1, 2024, amends that certain POWER PURCHASE AGREEMENT between PacifiCorp, an Oregon corporation (“**PacifiCorp**”), and Siskiyou Power Authority (“**Seller**”), dated March 14, 1983, as amended by (i) that certain Letter Agreement dated January 12, 1987, (ii) that certain Amendment No. 1 dated December 26, 1990, (iii) that certain Amendment No. 2 dated December 8, (iv) that certain Amendment No. 3 dated December 7, 2021, and (v) that certain Amendment No. 4 dated January 3, 2023 (“**Amendment No. 4**”) (as so amended and as may be further amended and modified from time to time, the “**PPA**”). Seller and PacifiCorp are referred to individually in this Amendment No. 5 as a “**Party**” and collectively as the “**Parties**.”

RECITALS

- A. Seller owns, operates and maintains a 5,000 kilowatt (kW) hydroelectric facility for the generation of electric power at the Box Canyon Dam on the Sacramento River, near Mt. Shasta, California (Facility); and
- B. The PPA expires by its terms on December 31, 2023; and
- C. Seller intends to continue to operate the Facility as a Qualifying Facility past December 31, 2023, and has requested to further extend the term of the PPA; and
- D. PacifiCorp has agreed to further extend the term of the PPA.

AGREEMENT

PacifiCorp and Seller agree to the following:

- 1. **Article II** of the PPA, entitled “Term”, is deleted in its entirety and replaced with the following provision:

“Subject to the provisions of Article XXIII, this Agreement shall become effective when executed by both the parties hereto and shall expire on the earlier to occur of (i) the date on which the parties enter into a new qualifying facility power purchase agreement with respect to the purchase by Seller of the Net Metered Output of the Facility or (ii) June 30, 2024.”

2. The last two sentences of **Article III, Section (B)(3)** of the PPA are deleted in their entirety and replaced with the following provision:

“The amount of Base Metered Net Output required for each month of the Contract Year 2024 shall be 700,000 kilowatt-hours (kWh). If the actual Termination Date is before June 30, 2024, the Base Metered Net Output amount for this PPA shall be zero for the remaining months or partial months of Contract Year 2024.”

3. **Article III, Section (B)(5)** of the PPA is deleted in its entirety and replaced with the following provision:

“(5) Seller shall pay PacifiCorp not later than 60 days following the Termination Date, for any Deficiency Energy which has not been delivered to PacifiCorp, or for which Seller has not paid PacifiCorp, at the price shown in Attachment A of Amendment No. 5 to this PPA.

4. For Contract Year 2024, PacifiCorp shall pay Seller the applicable On-Peak and Off-Peak rates specified in **Attachment A** of this Amendment No. 5 which shall, as of January 1, 2024, replace the Capacity Prices and Energy Prices specified in **Article IV, Sections (B) and (C)** of the PPA and Attachment A of Amendment No. 4.

5. Beginning January 1, 2024, Seller shall not deliver any Net Metered Output to PacifiCorp under the PPA until such time PacifiCorp provides written notice to Seller that PacifiCorp has received designation of the Facility as a Network Resource (as that term is defined in PacifiCorp’s Open Access Transmission Tariff on file with FERC), thereby authorizing transmission service under PacifiCorp’s Network Integration Service Agreement with PacifiCorp Transmission Provider. For Contract Year 2024, the required annual Base Metered Net Output set forth in Article II, Section (B)(3) of the PPA will be prorated based on the number of days Seller is prohibited from delivering Net Output under this Section 5.

6. This amendment does not determine the ownership of renewable energy credits (“RECs”), as set forth in Cal. Pub. Util. Code §399.21.

7. All other terms and provisions of the PPA shall remain unchanged. Each Party hereby ratifies and confirms that except as expressly amended hereby, all of the terms, conditions, covenants, representations, warranties and all other provisions of the PPA remain in full force and effect.

8. Capitalized terms used but not defined in this Amendment No. 5 shall have the meaning set forth in the PPA.

9. This Amendment No. 5 may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Amendment No. 5 by electronic

transmission (in pdf form) shall be equally as effective as delivery of a manually executed counterpart.

[signature page follows]

IN WITNESS WHEREOF, the parties below have caused this Amendment No. 5 to be executed in their respective names this 19th day of December 2023.

SISKIYOU POWER AUTHORITY

DocuSigned by:
By: Ed Valenzuela 12/19/2023
5E17BEA33A7143F
Edward Valenzuela
Chair, Board of Directors

ATTEST:

LAURA BYNUM
Clerk of the Board

By: _____
Deputy

PACIFICORP

By: _____
Name: Ron Scheirer
Title: Director, Valuation and Commercial Business

ACCOUNTING:

Fund Organization Account Activity Code (if applicable)
2511 205011 531100

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed:

ATTACHMENT A

To replace Capacity Prices and Energy Prices in **Article IV, Sections (B) and (C)** of the PPA and **Amendment No. 4** of the PPA for Calendar Year 2024:

Effective on and following January 1, 2024

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

“Off-Peak Hours” means all hours of the week that are not On-Peak Hours.

“On-Peak Hours” means the hours between 6 a.m. Pacific Prevailing Time (“PPT”) and 10 p.m. PPT, Mondays through Saturdays, excluding Western Electricity Coordinating Council (WECC) and North American Electric Reliability Corporation (NERC) holidays.