

AMENDMENT NO. 1

This AMENDMENT NO. 1 ("Amendment") to the Power Purchase Agreement ("Agreement") between Avista Corporation ("Avista") and the Stimson Lumber Company ("Project Developer"), is entered into by the Parties and this Amendment shall be effective on February 14, 2020

RECITALS

WHEREAS, the Parties entered into the Agreement on December 23, 2019, under which Project Developer is to deliver and sell, and Avista is to purchase, electric energy generated from Seller's Facility; and

WHEREAS, Project Developer has requested to amend the Agreement to extend the term of the Agreement through December 31, 2021 and to make other changes to conform to Commission policy and precedent.

NOW THEREFORE, it is agreed as follows:

AGREEMENT TO AMEND

1. Section 1.14 of the Agreement defining "Market Energy Cost" is deleted in its entirety and replaced with the following:

1.14. "Market Energy Cost" means eighty-five percent (85%) of 82.4 percent of the monthly arithmetic average of each day's Intercontinental Exchange ("ICE") daily firm Mid-Columbia Mid-C Peak Avg and Mid-C Off-Peak Avg Index prices ("Mid-C Index) or its successor, or as agreed to by the parties where no successor exists; provided, however, if the Mid-C Index is less than zero, the Market Energy Cost shall be one-hundred and fifteen percent (115%) of 82.4 percent of the monthly arithmetic average of each day's Mid-C Index.

2. Sections 5.3 and 5.4 of the Agreement are deleted in their entirety and replaced with the following:

5.3 Reserved.

5.4 Reserved.

3. Section 5.5 of the Agreement is deleted in its entirety and replaced with the following:

5.5 The term of the Agreement shall commence on the Effective Date and shall continue through December 31, 2021, unless terminated earlier by the terms and conditions contained herein.

4. Replacement Exhibit E is deleted in its entirety and replaced with the Amended Exhibit E attached hereto as Attachment I.

5. Except as expressly amended by the provisions set forth in this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect following execution of this Amendment and each Party confirms, ratifies and approves the Agreement as amended by this Amendment. All capitalized terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Agreement. For the avoidance of doubt, this Amendment is hereby incorporated in the Agreement and, as of the effective date of this Amendment, all references to the Agreement shall be deemed to be references to the Agreement as amended by this Amendment.

6. This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed as an original and together shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date first set forth above.

STIMSON LUMBER COMPANY

AVISTA CORPORATION

By: *Lisa Zentner*
Printed Name: *Lisa Zentner*
Title: *Director of Purchasing*

By: *Scott Kinney*
Printed Name: *Scott Kinney*
Title: *Director Power Supply*

ATTACHMENT 1
AMENDED EXHIBIT E

Amended Exhibit E

	HLH		LLH	
2020 Jan-Feb	\$	53.57	\$	48.17
2020 Mar-Jun	\$	41.67	\$	37.47
2020 Jul-dec	\$	53.57	\$	48.17
2021 Jan-Feb	\$	54.20	\$	48.80
2021 Mar-Jun	\$	42.15	\$	37.95
2021 Jul-dec	\$	54.20	\$	48.80

CONSIGNMENT VENDOR SUMMARY FIN
 Generated On : 01/31/2020 05:07:33 AM
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VENDOR 21316 STIMSON CONSIGNMENT
DEPT 21

SKU	DESCRIPTION	CES SHIP	UNIT COST	TOTAL SHIPD	CINING	INVENTAL	RECEIVING	INVENTORY
1000020053	2X4-96" BURRILL PF	18,522	3.2266	59,763.09	5,292	21,168	7,938	
785326	2X4-96" KD DOUG F	0	2.5653	0.00	0	0	0	
845000	2X3-96" SELECT KD	0	1.76	0.00	0	0	0	
915343	2X4-92 5/8" PRIME D	0	2.5707	0.00	0	0	0	
1000007930	2X4-96" ECO RED	0	3.424	0.00	0	0	0	
1000007989	2X4-10FT ECO RED	0	4.16	0.00	0	0	0	
1000007991	2X4-12FT ECO RED	0	4.856	0.00	0	0	0	
1000007992	2X6-10FT ECO RED	0	5.98	0.00	0	0	0	
1000007994	15/32 4X8 RTD SHT	0	16.896	0.00	0	0	0	
1000007995	23/32" 4'X8' SIF T/G	0	29.728	0.00	0	0	0	

PO NUMBER 94952316

KEYREC TOTALS

18,522

59,763.09

