

AMENDMENT NO 2

TO
POWER SALES AGREEMENT
BETWEEN

IDAHO POWER COMPANY
AND
S & S LIMITED PARTNERSHIP

THIS AMENDMENT, entered into as of this 28 day of Feb., 1983, between S & S Limited Partnership, a limited partnership, hereinafter referred to as "Seller", and Idaho Power Company, a corporation, hereinafter referred to as "Idaho".

WHEREAS, Seller and Idaho previously, as of the 30th day of October, 1981, entered into a Power Sales Agreement which provided for the sale by Seller and purchase by Idaho of electrical capacity and energy from a small power production facility to be constructed, owned, operated and maintained by Seller; and

WHEREAS, on the 23rd day of December, 1981, that Power Sales Agreement ("Amended Agreement") was amended to increase the Contract Capacity; and

WHEREAS, pursuant to a Letter Agreement, dated March 16, 1982, Idaho made an advance payment to Seller for Capacity provided by Seller prior to the Operation Date of Seller's Facility on the agreement that such advance would be repaid with interest in the event Seller failed to provide the Contract Capacity in accordance with the Amended Agreement; and

WHEREAS, Seller has not provided the Contract Capacity specified in the Amended Agreement; and

WHEREAS, as a result of this failure to provide the Contract Capacity, the parties desire to further amend the Amended Agreement and to provide for the settlement of the amounts owed Idaho under the Amended Agreement and under the Letter Agreement and to modify the payment provisions of the Amended Agreement;

NOW THEREFORE, the parties agree as follows:

1. That in satisfaction of Seller's obligation to repay the advanced funds, pursuant to the Letter Agreement, Seller agrees to pay to Idaho the amount of \$14,709.09, the receipt of which Idaho hereby acknowledges.

2. Seller agrees to pay Idaho the sum of \$67,860.00 which represents the overpayments Idaho has made to Seller to date for Contract Capacity not provided in accordance with the Amended Agreement. Seller will pay this amount plus interest at the rate of 12% per annum, in sixty (60) equal monthly payments of \$1,509.51 per month. This monthly \$1,509.51 payment will be made by Idaho's deducting that amount from future monthly payments to Seller for Energy and Capacity under the Amended Agreement.

3. From March 1, 1983, through the term of the Amendment Agreement, Idaho will pay Seller, in full satisfaction of all payment obligations of Idaho for Energy and Capacity purchased under the Amended Agreement, the amount of 60.53 mills per kilowatt hour of Energy delivered by Seller to Idaho from the Facility. That amount will be adjusted when the Unit Avoided Energy Cost is adjusted in accordance with the Amended Agreement.

Except as modified by this Amendment No 2, all other parts of the Amended Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
as of the day and year herein written.

IDAHO POWER COMPANY

S & S LIMITED PARTNERSHIP

By *D E Barclay*
D E Barclay
Vice President

By *Daniel Skeem*
Daniel Skeem
General Partner

By *Wayne Skeem*
Wayne Skeem
Limited Partner

SNAKE RIVER



HYDRO POWER

IDAHO POWER COMPANY

BOX 70 • BOISE, IDAHO 83707

RECEIVED

March 1, 1983

'83 MAR 8 AM 10 07

IDAHO PUBLIC
UTILITIES COMMISSION

Mrs Myrna J Walters
Secretary
Idaho Public Utilities Commission
Statehouse
Boise, Idaho 83707

Re: Power Sales Agreement Between
S & S Limited Partnership and
Idaho Power Company

Dear Mrs Walters:

Enclosed herewith for filing with the Commission is a copy of an Amendment No 2 to the Power Sales Agreement between Idaho Power Company and S & S Limited Partnership.

Very truly yours,

Barton L Kline
Attorney

BLK:jar

Enclosure