

**AMENDMENT NO. 1**

This Amendment No. 1 ("Amendment") dated ~~September 28,~~ <sup>October 2,</sup> 2023 to the Power Purchase and Sale Agreement ("Agreement"), is entered into by and between Avista Corporation ("Avista") and Clearwater Paper Corporation ("Clearwater"). Avista and Clearwater are sometimes referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, in 2018, the Parties entered into the Agreement and the Agreement was filed with the Commission for approval on November 29, 2018;

WHEREAS, the Commission approved the Agreement in Order No. 34252, issued on February 27, 2019;

WHEREAS, upon issuance of Commission Order No. 34252, the Agreement became effective on February 27, 2019, and was to expire by its terms on December 31, 2023;

WHEREAS, the Parties desire to amend the Agreement to extend the Term for three additional years such that the Agreement shall expire by its terms on December 31, 2026.

NOW THEREFORE, it is agreed as follows:

**AGREEMENT TO AMEND**

1. Section 3(a) of the Agreement is deleted and replaced in its entirety with the following:

3(a) This Agreement, which originally became effective on February 27, 2019 ("Effective Date") pursuant to Idaho Public Utilities Commission Order No. 34252, shall terminate at 2400 hours on December 31, 2026, unless terminated earlier pursuant to this Agreement. As of the Effective Date and continuing while this Agreement is in effect, this Agreement shall suspend the 2013 Agreement. Upon the termination or suspension of this Agreement on December 31, 2026, the 2013 Agreement shall come back into effect. All obligations incurred under the 2013 Agreement prior to suspension shall survive until satisfied. Notwithstanding anything to the contrary in the 2013 Agreement, in the event that the 2013 Agreement comes back into effect pursuant to the terms of this Agreement, the 2013 Agreement shall be effective from the date it comes back into effect until the earlier of (i) December 31, 2026, or (ii) the date upon which the Parties enter into a new agreement regarding the output of the Project. Notwithstanding anything in this agreement, this Section 3(a) shall survive termination of this Agreement.

2. The first sentence of Section 5(a) of the Agreement is deleted in its entirety and replaced with the following:

AMENDMENT NO. 1 TO POWER PURCHASE AND SALE AGREEMENT BETWEEN AVISTA CORPORATION AND CLEARWATER PAPER CORPORATION



5(a) Clearwater acknowledges that Avista has entered into the REC Agreement, attached hereto as Exhibit F, as amended by Amendment No. 1 to such REC Agreement.

Amendment No. 1 to the REC Agreement is attached to this Amendment as Attachment A.

3. 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.

4. 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.

**AVISTA CORPORATION**

**CLEARWATER PAPER CORPORATION**

By: Scott Kinney

By: J. M. McDonald

Printed Name: Scott Kinney

Printed Name: Jamie McDonald

Title: V.P. Energy Resources

Title: V.P. Procurement

J.M.