

WASHINGTON AFFILIATED INTEREST FILING

CONFIDENTIAL ATTACHMENT A

First Amendment to Lease Agreement and Original Lease Agreement

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (“Amendment”) is entered into by and between Bridger Coal Company (“Lessee”), and Idaho Power Company and PacifiCorp, an Oregon corporation as Successor in Interest to Pacific Power & Light Co (“Lessors”).

RECITALS

WHEREAS, the Parties entered into that certain Lease Agreement dated May 27, 1981 (the “Agreement”) for the property located in the East Half of the East Half of the Southeast Quarter (E/2E/2SE/4) of Section 25, Township 21 North, Range 101 West, 6th PM, Sweetwater County, Wyoming; and

WHEREAS, Lessee and Lessors desire to amend the Agreement Documents as set forth below.

AGREEMENT

NOW, THEREFORE, THE AGREEMENT IS HEREBY AMENDED AS FOLLOWS:

1. Section 2 shall be replaced in its entirety with the following:

2. [REDACTED]

2. Section 3.1 is hereby added the to the Agreement:

3.1 [REDACTED]

This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Said counterparts may be transmitted by one party to the other by facsimile or electronic mail.

Except as modified herein, all other terms and conditions of the Agreement Documents remain in full force and effect.

EXECUTED IN DUPLICATE AS OF THE DATES SET FORTH BELOW.

Lessors:
PACIFICORP,
an Oregon corporation

Idaho Power Company

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Lessee:
Bridger Coal Company

By: _____
Name: _____
Title: _____
Date: _____

PACIFIC POWER & LIGHT COMPANY, a Maine corporation, and IDAHO POWER COMPANY, a Maine corporation, hereinafter referred to as "Lessors," do hereby lease to BRIDGER COAL COMPANY, a joint venture between PACIFIC MINERALS, INC., a Wyoming corporation and IDAHO ENERGY RESOURCES CO., a Wyoming corporation, hereinafter referred to as "Lessee," and Lessee leases from Lessors the following described premises in Sweetwater County, Wyoming:

The East Half of the East Half of the Southeast Quarter
(E $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 25, Township 21 North, Range 101 West,
6th P.M., Sweetwater County, Wyoming.

SUBJECT TO AND UPON the following terms and conditions:

1. The initial term of this lease shall be for [REDACTED], unless sooner terminated as hereinafter provided.

2. [REDACTED]

3. [REDACTED]

4. Lessee shall use the leased premises to construct and maintain such roads, culverts, ditches, drainage, erosion and sediment control facilities, power and irrigation pipeline corridors, and environmental monitoring facilities, along with the right to stock pile and store materials used in the construction of the aforesaid, that may be necessary or convenient to the mining activities of Lessee, their successors or assigns.

5. Lessee shall not commit any waste on the leased premises. Lessee accepts the premises in their present condition and shall accept responsibility for all necessary maintenance and repairs to permit the use thereof and to prevent the deterioration of the condition of the leased premises. The Lessors shall have no responsibility for the maintenance of, repairs to or replacement of any improvements on the leased premises. No abatement of rent shall be made in the event that any improvements on the leased premises shall be damaged or destroyed by wear and tear or fire or other casualty.

6. The Lessee shall comply with all federal, state and county laws, ordinances or regulations relating to occupancy or use of said leased premises.

7. Lessors, their officers, employees, agents and invitees, shall have the right to at any time enter upon any portion of said leased premises for any purpose in connection with its electric utility operations. This right includes the making of any necessary excavations or the building of any structures required for any tests or explorations to be made, but shall be exercised so as to cause the least practicable interference with the activities of Lessee.

8. Lessee assumes all risk in connection with its use of the leased premises and shall indemnify and hold harmless Lessors, their directors, officers and employees, against and from any and all claims, suits, costs, demands, damages, loss, liability or expense, including attorneys' fees, for injury to or death of any and all persons or damage to any and all property, caused by or in any way related to Lessee's use of or occupancy of said leased premises, except for any claim, loss, damage, or expense arising solely from the negligence of Lessor.

9. Lessee shall keep said leased premises free from all liens and encumbrances in connection with Lessee's use of said leased premises.

10. Lessee shall not sublet the leased premises nor assign or transfer this lease without the prior written consent of Lessors. Any purported assignment or sublease without such consent shall be void and of no effect.

11. If Lessee violates or fails to keep any of the covenants hereof and fails to correct the same after 10 days' notice thereof, Lessors may terminate this lease whereupon Lessee's rights hereunder and in said premises shall immediately cease and Lessors may exercise any remedy available at law or in equity against Lessee on account thereof.

12. Upon the termination of this lease, Lessee shall promptly remove all properties placed by Lessee on said leased premises, and shall surrender said leased premises in good condition satisfactory to Lessors, reasonable wear and depreciation due to use excepted.

13. Lessee shall have the right to terminate this lease, and all further rights and obligations thereunder, upon one year prior written notice to Lessors.

14. Lessors expressly reserves the right to terminate this lease upon 6 months' written notice to Lessee in the event that Lessors or their assignees must utilize the property for purposes directly relating to its electric utility operations and without further cause.

DATED this 27th day of May, 1981.

PACIFIC POWER & LIGHT COMPANY

By *Robert M. ...*
Senior Vice President

IDAHO POWER COMPANY

By *C. E. Bisell*
Vice President

LESSORS

(CORPORATE SEAL)

ATTEST:
By *Paul Yawezgi*
Secretary

BRIDGER COAL COMPANY

By *V. ...*
Member of Management Committee (Title)

LESSEE