

ATTACHMENT A

FIRST AMENDMENT TO RELOCATION SERVICES CONTRACT

First Amendment
to the
RELOCATION SERVICES CONTRACT
between
HomeServices Relocation, LLC
and
MidAmerican Energy Holdings Company

THIS FIRST AMENDMENT to the Relocation Services Contract (“Contract”) is entered into as of the date set forth below, by and between MidAmerican Energy Holdings Company (“MidAmerican”), an Iowa Corporation, and HomeServices Relocation, LLC (“Contractor”), a Delaware Limited Liability Corporation.

WHEREAS, Contractor and MidAmerican entered into the Relocation Services Contract (Contract) executed on February 16, 2010;

WHEREAS Contractor and MidAmerican now desire to amend the Contract to extend the Contract term.

The parties agree to amend the Contract as follows:

1. PG-24 (TERM). The Contract is hereby amended by extending the term to December 31, 2015.
2. PG-12 (SEVERABILITY AND GOVERNING LAW). The following paragraph hereby is added to the end of PG-12:

“TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.”

3. PG-19 (BUSINESS ETHICS). The paragraph set forth in PG-19 hereby is deleted in its entirety and replaced with the following language:

“Contractor, its employees, officers, agents, representatives and Subcontractors shall at all times maintain the highest ethical standards and avoid conflicts of interest in the performance of Contractor’s obligations under this Contract. In conjunction with its performance of the Work, Contractor and its employees, officers, agents and representatives shall comply with, and cause its Subcontractors and their respective employees, officers, agents and representatives to comply with, all applicable laws, statutes, regulations and other requirements prohibiting bribery, corruption, kick-backs or similar unethical practices including, without limitation, the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010, and the Company Code of Business Conduct. Without limiting the generality of the foregoing, Contractor specifically

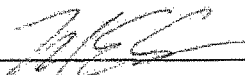
represents and warrants that neither Contractor nor any Subcontractor employees, officers, representatives or other agents of Contractor have made or will make any payment, or have given or will give anything of value, in either case to any government official (including any officer or employee of any governmental authority) to influence his, her, or its decision or to gain any other advantage for Company or Contractor in connection with the Work to be performed hereunder. Contractor shall maintain and cause to be maintained effective accounting procedures and internal controls necessary to record all expenditures in connection with this Contract and to verify Contractor's compliance with this Article. Company shall be permitted to audit such records as reasonably necessary to confirm Contractor's compliance with this Article. Contractor shall immediately provide notice to Company of any facts, circumstances or allegations that constitute or might constitute a breach of this Article and shall cooperate with Company's subsequent investigation of such matters. Contractor shall indemnify and hold Company harmless from all fines, penalties, expenses or other losses sustained by Company as a result of Contractor's breach of this provision. The Parties specifically acknowledge that Contractor's failure to comply with the requirements of this Article shall constitute a condition of default under this Contract."


All other terms and conditions as set forth in the Contract, as amended, shall continue to apply.

IN WITNESS WHEREOF, the parties here to have executed this First Amendment as of the date set forth below.

MidAmerican Energy Holdings Company

HomeServices Relocation, LLC

By: 
Name: Maurine E. Sammon
Title: SVP + Chief Admin Officer
Date: 7/9/13

By: 
Name: MARY LEE BAYLOCK
Title: President
Date: 6-13-13

WASHINGTON AFFILIATED INTEREST FILING

VERIFICATION

VERIFICATION

I, Michelle R. Mishoe, am Senior Counsel for PacifiCorp and am authorized to make this verification on its behalf. Based on my personal knowledge about the attached First Amendment to Relocation Services Contract, I verify that the First Amendment to Relocation Services Contract is a true and accurate copy of the original.

I declare upon the penalty of perjury, that the foregoing is true and correct.

Executed on December 13, 2013 at Portland, Oregon.

Michelle R. Mishoe
Michelle R. Mishoe
Senior Counsel

Subscribed and sworn to me on this 13 day of December 2013.

Morgan Herring
Notary Public for Oregon

My Commission expires: May 17, 2015

