

WASHINGTON AFFILIATED INTEREST FILING

ATTACHMENT A

**BILL OF SALE AND DISCLAIMER AGREEMENT
BETWEEN
PACIFICORP
AND
BRIDGER COAL COMPANY
FOR
THERMO-FISHER ELEMENTAL CROSS-BELT ANALYZER**

Check one of the following

- Donation
- Employee Sale
- Outside Sale

PACIFICORP
dba Rocky Mountain Power/Pacific Power

Date 09/20/2017

Control No: BS17- 0017

BILL OF SALE AND DISCLAIMER

In consideration of removal from property Rocky Mountain Power/Pacific Power, the undersigned, herein referred to as Seller/Donor, hereby sells/donates To BRIDGER COAL COMPANY the following material:

Description of Material Sold	Stock or Serial No.	Qty	Unit Price	Total Amount
2013 Thermo Scientific Model ECA Cross Belt Sampler	SN 861063	1	\$ 29,850	\$ 29,850

DISCLAIMER OF WARRANTIES: Buyer/Donee acknowledges that it is buying/accepting the material "AS IS", AND WITH ALL FAULTS. SELLER/DONOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS, EXCEPT THAT SELLER/DONOR WARRANTS THAT IT HAS TITLE TO THE MATERIAL AND/OR HAS THE RIGHT TO SELL/DONATE IT AND THAT IT IS FREE FROM ALL LIENS OR ENCUMBRANCES.

INSPECTION/REPRESENTATIONS: Buyer/Donee acknowledges that it has thoroughly inspected the material and that it is buying/accepting the material solely in reliance upon such inspection, and not in reliance upon any express, implied, or prospective warranties or representations by Seller/Donor. Seller/Donor makes no representation that any lift equipment, either as an assembled package in any form or as individual pieces, is appropriate for use of integration with any particular vehicle chassis or equipment.

IDEMNITY: Buyer/Donee agrees to defend, protect, indemnify, and hold harmless Seller/Donor, its directors, officers, employees, agents, and their representatives against and from any and all loss, claims, actions, or suits, including cost and attorney's fees, both at trial and on appeal, for or on account of any economic or personal injury or death to any persons, or any damage to or destruction of any property belonging to Seller/Donor or others, resulting from arising out of, or in any way connected with the design, manufacture, condition, maintenance, use, or operation of the materials sold/donated hereunder, excepting only such injury or harm as may be caused solely by the gross negligence of Seller/Donor, its directors, officers, employees, or agents.

LIMITATION OF LIABILITY: SELLER/DONOR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES WHATEVER, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, OR LIABILITY TO THIRD PARTIES, AND WHETHER SUCH LIABILITY ARISES OUT OF TORT (INCLUDING NEGLIGENCE), WARRANTY, CONTRACT, OR STRICT LIABILITY. **BRIDGER COAL COMPANY DOES HEREBY UNDERSTAND AND AGREE TO THE ABOVE DISCLAIMERS, LIMITATIONS, AND INDEMNITY PROVISIONS.**

BRIDGER COAL COMPANY
Agreed and Noted by Buyer/Donee

By: _____

PACIFICORP
(Seller/Donor)

By _____
Employee Name

Dated _____
Employee No.

Date Material Received _____

SAP ACCOUNT DISTRIBUTION			
<i>Check one of the following</i>		<u>PROVIDE COST CENTER #</u>	
<i>ALSO work order # if applicable</i>			
<input type="checkbox"/> Salvage Sale: Computer/Furniture/Other	g/1 516390, Order	Sub Total	\$ 29,850.00
<input checked="" type="checkbox"/> Salvage Sale: Distribution Equip	g/1 516390, Order	Sales Tax Exempt	\$ 0
<input type="checkbox"/> Sale of Capital Item (if greater than \$500 at time of purchase)		TOTAL	\$ 29,850.00
COST CENTER # _____	ORDER # _____		

Send signed Bill of Sale & check to:

Internal Mail: CCO, ATTN: SAP, 1033 Bldg.

External Mail: PacifiCorp, Attn: Central Cashiers/SAP
P.O. Box 5504, Portland OR 97228-5504