

**WASHINGTON AFFILIATED INTEREST FILING**

**ATTACHMENT A**

**PURCHASE AND SALE AGREEMENT  
BETWEEN  
BRIDGER COAL COMPANY  
AND  
PACIFICORP**

## PURCHASE AND SALE AGREEMENT

### (TRANSFORMERS)

**THIS PURCHASE AND SALE AGREEMENT** (“**Agreement**”), dated 24 of October, 2022 (“**Effective Date**”), is executed and delivered by and between Bridger Coal Company (“**Seller**”), a joint venture of Pacific Minerals, Inc., a Wyoming corporation and wholly owned subsidiary of Buyer, and Idaho Energy Resources Co., a Wyoming corporation, and PacifiCorp, an Oregon corporation (“**Buyer**,” together the “**Parties**,” and each individually a “**Party**”).

WHEREAS, Seller is the owner of one MagneTek Viking Power 3-Phase 60 HZ transformer, and one General Electric 3-Phase 60 HZ transformer located at 932 Nine Mile Road, Point of Rocks, Wyoming 82942 (“**Transformers**”).

WHEREAS, Seller has agreed to sell, and Buyer has agreed to buy, all of Seller’s right, title and interest in the Transformers.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Purchase and Sale of Equipment. Seller hereby sells, conveys, transfers, and assigns, including all of Seller’s rights in and to the Transformers described on Schedule A (the “**Sold Equipment**”) attached hereto, to Buyer, and Buyer accepts all of Seller’s right, title and interest in and to the Sold Equipment. Payment of the Payment amount shall be made by Seller to Buyer within five (5) business days of the execution of this agreement by all Parties.

2. Title; Delivery; Costs. Title and risk of loss (including responsibility to insure) to the Sold Equipment shall transfer to Buyer on the Effective Date. Buyer shall take delivery from Seller at the current location of the Sold Equipment. Buyer shall be responsible for all costs related to the Sold Equipment from and after the Effective Date.

3. Covenants. Seller hereby covenants to be bound by and comply with this Agreement in respect of the Sold Equipment.

4. Successors and Assigns. The terms and provisions of this Agreement are binding upon, inure to the benefit of, and are enforceable by the Parties and their respective successors and permitted assigns.

5. Amendment. This Agreement may not be amended, supplemented or modified except by an instrument in writing signed on behalf of Seller and Buyer.

6. Severability; Modification. If any term or provision of this Agreement is invalid, illegal, or incapable of being enforced by law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the legal substance of the transactions contemplated hereby is not affected in any matter materially adverse to any Party. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner in order that the

transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Wyoming without reference to any conflicts of law provisions.

8. Jury Trial Waiver. 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 AGREEMENT. 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.

[signature page follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their authorized representatives as of the date first above written.

**SELLER:**

Bridger Coal Company,  
a Wyoming joint venture

By: Jon C. Brown

Name: Jon C. Brown

Title: General Manager

**BUYER:**

PACIFICORP  
an Oregon corporation

By: Russell Updike

Name: Russell Updike

Title: Director