

RELOCATION SERVICES AGREEMENT

This Relocation Services Agreement (this "Agreement") is entered into by and between HOMESERVICES RELOCATION, LLC a Delaware limited liability company, with an office at 6800 France Avenue South, Suite 355, Minneapolis, MN 55435 (herein referred to as "HSR") and PacifiCorp Energy a division of PacifiCorp, an Oregon corporation (collectively with all its affiliates, subsidiaries, officers, directors, members, managers, employees, agents, accountants and attorneys "PacifiCorp"), having an office at P.O. Box 158, Point of Rocks, WY 82942 (herein referred to as the "Company") and is effective as of the October 22, 2007 (the "Effective Date").

In consideration of the covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the aforementioned parties to this Agreement (the "Parties" or, individually, a "Party") agree as follows:

Section 1. Term

The term of this Agreement shall begin on the Effective Date and continue for an initial period of one year; at the conclusion of the initial one-year period, this Agreement shall renew automatically for successive a one-year periods. Either party may terminate this agreement at any time upon 30 days' notice.

Section 2. Definitions

As used in this Agreement, the following words and phrases shall have the following meanings:

- (a) Authorized Representative(s): An individual or individuals the Company designates in writing as having authority to request that HSR provide services to an Employee pursuant to the terms of this Agreement.
- (b) Company: Bridger Coal Company.
- (c) Direct Costs: Any and all costs, fees or expenses HSR incurs or accrues as agreed to in advance in writing by the parties in providing services under this Agreement, at any time, whether during or after the term of this Agreement, including but not limited to payments made to an Employee as reimbursement for relocation-related expenses and payments made directly to vendors on behalf of an Employee for relocation-related services provided by the vendor.
- (d) Employee: Any person the Company designates as being eligible to receive services from HSR pursuant to this Agreement, including any other person residing in the same household and any other person in title to a property involved in the Employee's relocation, such as a spouse.
- (e) Initiation: HSR's receipt of the Company's notification, pursuant to Section 4 below, that HSR is to provide services to an Employee.

- (e) Service Fees: The fees HSR charges the Company for the services described in Section 3 below.

Section 3. Services Provided

At the Company's request, HSR shall provide services for Company's designated Employees as set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

Section 4. Company's Request for Services

When the Company desires HSR to make available to an Employee any of the services described in this Agreement, an Authorized Representative shall notify HSR in writing or electronically of the Employees eligibility to participate in the benefit program and of the services available to such Employee.

Section 5. Service Fees and Other Charges.

The Company shall pay to HSR the following service fees and other charges in accordance with the billing schedule set forth in Section 6 of this Agreement:

- (a) Service Fees: The fee for the services described in Section 3 of this Agreement is a one time fee of \$500 for each Employee.
- (b) Direct Costs: The Company shall pay to HSR Direct Costs as described in Section 2(c) this Agreement.

Section 6. Billing and Payment Procedures

All billing will be sent to the Company as set forth in Exhibit B which is attached hereto and incorporated herein by reference.

- (a) Monthly Billing. HSR shall bill the Company for all Service Fees due based on Initiations made by Company in the prior calendar month.
- (b) Expense Billing. After each Initiation, HSR shall bill the Company for Direct Costs associated with services provided to each Employee as referenced in Exhibit B.
- (c) Final Bill. After services provided to an Employee are completed or otherwise terminated, HSR may issue a final bill for any remaining costs or expenses due for payment or to make any necessary adjustments or credits for amounts previously billed and/or paid.
- (d) Payment Due; Late Charges. All HSR bills shall be due and payable within thirty (30) days from the invoice date. If HSR has not received payment within forty-five (45) days of the invoice date, it shall assess a late charge of one percent (1%) for each thirty (30) day period thereafter, until the invoice has been paid in full. If a

dispute arises with respect to a portion of any invoice, the undisputed portion shall be due and payable in accordance with the above stipulated billing terms.

Section 7. Accounting and Audit

HSR shall keep adequate records and books of account with respect to the transactions to be performed pursuant to this Agreement, with complete entries made in accordance with generally accepted accounting principles. Such records and books of account shall be made available at reasonable times and upon reasonable advance written notice for examination and auditing by the Company or its representatives, during the term of this Agreement, and for six (6) months subsequent to termination by either Party. Notwithstanding the foregoing, HSR shall continue to maintain such records regarding each Employee for two (2) years after the services for such Employee are completed.

Section 8. Survival

Sections 5, 6, 7, 9, and 10 hereof shall survive termination.

Section 9. Indemnification

- (a) The Company agrees to indemnify and hold HSR, its officers, directors, employees, representatives, agents and affiliates harmless from and against any and all claims, liabilities, losses, damages, expenses, costs and lawsuits (including reasonable attorneys' fees) incurred or suffered by HSR, its officers, directors, employees, representatives, agents and affiliates (i) arising out of or in connection with any action or failure to act by any Employee or any other person to whom services are provided pursuant to the terms of this Agreement, including, but not limited to fraud, deceit, misrepresentation, negligent acts or omissions by the Employee or such other person and failure or inability of the Employee or such other person to fulfill any contractual obligations; (ii) arising out of or in connection with any negligence or willful misconduct of the Company, its officers, directors, employees or Authorized Representative(s); (iii) as a result of HSR following any instruction given properly given by the Company or Authorized Representative(s) in accordance with the terms of this Agreement; (iv) the breach by the Company or any Authorized Representative of any provision of this Agreement. The right to indemnification provided for herein shall survive termination of this Agreement. Upon performance of its aforesaid obligation to indemnify HSR, the Company shall be subrogated to any rights of HSR against the Employee or any other person.
- (b) HSR agrees to indemnify and hold the Company, its officers, directors, employees, representatives, agents and affiliates harmless from and against any and all claims, liabilities, losses, damages, expenses, costs and lawsuits (including reasonable attorneys fees) incurred or suffered by the Company, its officers, directors, employees, representatives, agents and affiliates (i) as a result of any breach by HSR of any provision of this Agreement; or (ii) arising out of or in connection with the negligence or willful misconduct of HSR, its officers, directors, employees or agents. The right to indemnification provided for herein shall survive termination of

this Agreement. Upon performance of aforesaid obligation to indemnify the Company, HSR shall be subrogated to the Company's rights against any other person.

Section 10. Arbitration

- (a) Arbitration: If disputes between the Parties arise with respect to the terms and conditions of this Agreement, such disputes shall be resolved by and through an arbitration proceeding to be conducted under the auspices of the American Arbitration Association (or any like organization successor thereto) in Rock Springs, Wyoming. Such arbitration proceeding shall be conducted in as expedited a manner as is then permitted by the American Arbitration Association's commercial arbitration rules (formal or informal), and the arbitrator or arbitrators in any such arbitration (an "Arbitration") shall be persons who are knowledgeable in the subject matter of the dispute. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitations. Both the foregoing agreement of the Parties to arbitrate any and all such claims, and the results, determinations, findings, judgments and/or awards rendered through such Arbitration, shall be final and binding on the Parties and may be specifically enforced by legal proceedings.
- (b) Procedure: Any arbitration shall be conducted before a panel of arbitrators selected in accordance with the rules of the American Arbitration Association. Each Party shall bear separately the cost of their respective attorneys, witnesses and experts in connection with such arbitration. Time is of the essence regarding this arbitration procedure, and the arbitrators shall be instructed and required to render their decision within 10 days following completion of the Arbitration.
- (c) Fees: The Parties also agree that all awards, decisions and remedies in favor of a winning Party hereunder with respect to any issue shall be proportional to the violation caused by the losing Party with respect to that issue. All costs in conducting the Arbitration including the Arbitration filing fee, the arbitrator's fees and expenses, and the prevailing Party's reasonable legal fees and expenses (including legal fees and costs the prevailing Party incurs in seeking or resisting temporary or provisional court relief as set forth in Section 10(d) below), shall be the losing Party's responsibility as directed by the arbitrator. If there are multiple issues in dispute and no Party prevails on them all, costs and legal fees shall be apportioned by the arbitrator according to the relative dollar value of each issue. The arbitrator's award shall be final and binding. If either Party must resort to the judicial process to enforce the provisions of this Agreement, the award of an arbitrator or equitable relief granted by an arbitrator, the Party seeking enforcement shall be entitled to recover from the other Party all costs of litigation including reasonable attorneys' fees and court costs.
- (d) Injunctive Relief: The Parties agree and acknowledge that money damages may not be an adequate remedy for any breach of this Agreement's provisions and that any

Party may, in its sole discretion, apply for and secure specific performance and/or injunctive relief, without bond, pending final resolution on the merits in order to enforce or prevent any violations of this Agreement's provisions.

Section 11. General Provisions

- (a) Attorneys' Fees. In the event of any litigation between the Parties to this Agreement, the prevailing Party shall be entitled to immediate payment of all costs it incurred in the dispute, including, but not limited to, court or arbitration costs and reasonable attorneys' fees.
- (b) Governing Law. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Wyoming.
- (c) Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, which consent shall not be unreasonably withheld, except that each Party may assign its interest to an affiliated or successor entity upon prior written notice to the other Party. If an assignment is permitted, the assigning Party shall remain liable for all of its duties and obligations hereunder. Any purported assignment in violation of the provisions hereof shall be void and of no effect. The terms, covenants, conditions and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties' successors.
- (d) No Third Party Beneficiaries. No Employee or other person, or entity, except for the Company and HSR shall have any enforceable rights under this Agreement.
- (e) No Waiver. Either Party's failure to insist, in any one or more instances, on strict performance of any of the provisions or terms of this Agreement shall not be construed as a waiver or relinquishment of any such provision or term, but the same shall continue and remain in full force and effect.
- (f) Entire Agreement. This Agreement, together with the exhibits annexed hereto, contains the Parties' entire agreement with respect to the subject matter hereof and supersedes any prior oral or written understandings between the Parties regarding the same.
- (g) No Oral Modification. This Agreement may not be terminated, modified, altered or amended orally. Any such termination, modification, alteration or amendment shall be in writing, duly executed by both Parties.
- (h) Severability. If any provision in this Agreement shall be determined to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement shall not be impaired in any way, and the illegal, invalid or unenforceable provision shall be fully severed from this Agreement, and there shall be automatically added a replacement provision as similar in terms and intent to such severed provision as may be legal, valid and enforceable.

- (i) Captions. The captions and headings in this Agreement are included for convenience of reference only and shall not be interpreted to affect the substance of the provisions of this Agreement.
- (j) Notices. All notices given by either Party to the other shall be in writing and shall be given personally or sent by certified mail, postage prepaid, return receipt requested, to the Parties' respective addresses set forth at the head of this Agreement. Any Party may change the address to which notices are to be sent by giving notice to the other in the manner provided above. Notices shall be deemed given upon receipt or three (3) days after mailing as aforesaid, whichever is earlier.
- (k) Equal Opportunity; Non-Discrimination. HSR is an equal opportunity employer and HSR shall sell, list and otherwise deal with all properties in full compliance with all laws prohibiting discrimination on the basis of age, race, religion, sex, handicap, familial status, color, national origin or marital status.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized respective officers.

HOMESERVICES RELOCATION, LLC

PACIFICORP ENERGY

BY: _____
 [Name]

BY: _____
 BOB ARAMBEL

TITLE: _____

TITLE: _____
 MANAGING DIRECTOR

DATE: _____

DATE: _____

EXHIBIT A