

MASTER SUBSIDY AGREEMENT

THIS MASTER SUBSIDY AGREEMENT ("Agreement") is made effective as of October 22, 2007, by and between HomeServices Lending ("HSL"), having an office at One Home Campus, Des Moines, Iowa 50328-0001 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.

RECITALS:

HomeServices Lending ("HSL") makes residential mortgage loans ("Mortgage Loans") available to relocating employees of corporate clients through HSL's relocation mortgage program; and

Company desires to participate in the program and make its subsidy plan available to its eligible employees obtaining a Mortgage Loan with HSL; and

The parties wish to enter into an agreement to set forth the terms and conditions for billing, payment and application of subsidy funds for Mortgage Loans originated by HSL for Company's relocating employees.

NOW THEREFORE, Company and HSL agree as provided below. Any terms not herein defined are defined as specified in the attached Exhibit A.

1. AUTHORIZATION AND PAYMENT OBLIGATIONS

The Company, or its authorized agent, will inform HSL in writing or via email of the name of each employee who is authorized to receive a closing cost and/or subsidy contribution from the Company ("Authorized Employee"), together with any terms and conditions of the contribution. Such written or email authorization will be sufficient to establish the Company's obligation to reimburse HSL for such costs and charges in accordance with this Agreement. Each Authorized Employee will be required to sign an individual subsidy agreement ("Individual Subsidy Agreement") in a form substantially similar to that in Exhibit A, which is attached to this Agreement and incorporated by reference, the terms to which Company agrees. Company shall pay to HSL the total Subsidy Funds required by the Plan as specified for each Authorized Employee in his/her Individual Subsidy Agreement.

2. BILLING AND PAYMENT OF SUBSIDY

- (a) Initial Billing. The total amount of the Subsidy Funds payable during the Initial Period will be billed to the Company or, if instructed by Company, Company's authorized agent by HSL after the closing of each Authorized Employee's Mortgage Loan at an address agreed to by the parties. The Company agrees to pay HSL the full amount of the invoice within thirty (30) days of the invoice date.

- (b) Annual Billing. On or about December 1 of each year the Individual Subsidy Agreements remain in effect, HSL shall bill the Company or, if instructed by Company, Company's authorized agent for the total amount of Subsidy Funds due and payable by the Company with respect to the following calendar year. The payment due date for these annual invoices will be on or about January 1 of the following year.
- (c) Late Charge. The Company will be required to pay a late charge accruing at the rate of 12% per annum on all amounts not received by HSL within thirty (30) days of any invoice date, commencing on the thirty-first (31st) day.

3. APPLICATION OF SUBSIDY FUNDS

- (a) Generally. Provided HSL has received from the Company sufficient Subsidy Funds, HSL shall, upon receipt of the Mortgagor Monthly Payment Amount, apply the Monthly Assistance Payment to the payment due under each Mortgage Note.
- (b) In the event of default or foreclosure. No Subsidy Funds shall be applied to (i) satisfy any past due payments owed by any Authorized Employee, (ii) cure any delinquency or default under the terms of any Mortgage Note and/or Mortgage, or (iii) reinstate any Mortgage Loan. Upon the occurrence of any default, HSL will be entitled to exercise any and all rights to which it is entitled under the terms of the respective Mortgage Note and/or Mortgage. The Subsidy Funds are not a prepayment of interest nor a partial satisfaction of any Authorized Employee's obligation under his or her Mortgage Note. If the property securing any Mortgage Note and/or Mortgage is sold pursuant to a non-judicial or judicial foreclosure proceeding, the Monthly Assistance Payments provided by Company for the remaining term of the applicable subsidy period shall not be applied toward any sums due from the respective Authorized Employee. In the event of commencement of foreclosure proceedings or the acceptance of a deed in lieu of foreclosure, the respective Individual Subsidy Agreement will terminate in accordance with paragraph 5 below and any remaining unapplied Subsidy Funds will be paid to Company in accordance with said paragraph of this Agreement.

4. INTEREST IN SUBSIDY FUNDS

The parties acknowledge that the purpose of the Subsidy Funds is solely for the use by HSL to apply as Monthly Assistance Payments toward payment of the amount of principal and interest due for the scheduled monthly payments under the terms of the Mortgage Note(s). Except as provided in paragraphs 3(b) and 5(c) herein, the Company relinquishes any right, title or interest in the Subsidy Funds. No Subsidy Funds shall be pledged or otherwise set aside for the benefit of any Authorized Employee or Company or their successors, except as otherwise provided in this Agreement.

5. TERMINATION OF SUBSIDY

- (a) Prior to expiration of subsidy period. Each Individual Subsidy Agreement shall terminate, and no further Subsidy Funds for the respective Authorized Employee shall be applied, upon (i) receipt by HSL from the Company of written notice of the death, retirement, resignation or termination of employment of said Authorized Employee (or any other event which results in the Authorized Employee no longer performing substantial services as an employee of the Company), (ii) the full prepayment of the Mortgage Loan by the Authorized Employee, (iii) the sale or transfer by the Authorized Employee of the property securing the Mortgage Loan as a result of which HSL is entitled to accelerate the Mortgage Loan pursuant to the "due-on-sale" clause contained in the Mortgage, or (iv) the commencement of foreclosure proceedings or the acceptance of a deed in lieu of foreclosure. Any such notice of termination by Company will be effective as of the first day of the month after notice is given, provided that the notice of termination has been received by HSL in writing no less than fifteen (15) days prior to the first day of the month. In addition, in the event HSL does not receive the Subsidy Funds as provided under the terms of this Agreement, HSL has the option to terminate the affected Individual Subsidy Agreement and this Agreement (as applicable) for breach effective immediately upon notice from HSL to Company and the affected Authorized Employee(s).
- (b) Expiration of subsidy period. If not earlier terminated pursuant to paragraph 5(a) herein, the Authorized Employee's benefits under his or her Individual Subsidy Agreement(s) shall automatically terminate as of the effective date of termination specified in the Individual Subsidy Agreement, and no additional Subsidy Funds for that Authorized Employee shall be applied subsequent to such date.
- (c) Payment obligations upon termination of subsidy. Upon termination of the Individual Subsidy Agreement, beginning with the first monthly payment of principal and interest due after the termination of said agreement and continuing for the remainder of the term of the respective Mortgage Loan, the Authorized Employee shall pay the entire monthly installment of principal and interest, as provided in his or her Mortgage Note. After termination of each Individual Subsidy Agreement, Company shall still be responsible for paying any unpaid Subsidy Funds and late charges due and owing to HSL during the term of said agreement. Similarly, HSL shall, within sixty (60) days of the effective date of termination, be responsible for paying to Company any remaining Subsidy Funds received but unapplied under the terms of the respective Individual Subsidy Agreement, as of the effective date of termination.

6. PAYMENT LIABILITY UNDER THE MORTGAGE NOTE

During the full term of each Mortgage Note, including the subsidy period, each Mortgage Loan will amortize at its Mortgage Note interest rate. Each Authorized Employee will remain primarily liable for payment of the full monthly payment of principal and interest as provided in the Authorized Employee's Mortgage Note, and for all other obligations of the Authorized

Employee as provided in his or her Mortgage Note and Mortgage, notwithstanding the Company's obligations under this Agreement. The Company is not a borrower, co-signer or obligor on the Authorized Employee's Mortgage Note and has no obligation to repay any portion of the amounts due under the Mortgage Note.

7. INDEMNIFICATION

- (a) The Company agrees to indemnify HSL, its officers, directors, agents and employees, and any other person or entity who acquires any interest in any Authorized Employee Mortgage Loan, and defend and hold them harmless against any liability or loss resulting from (i) any failure by the Company, its officers, directors, agents and employees to comply with any and all applicable federal, state and local income tax laws and regulations in connection with this Agreement or the Plan; and (ii) any claim of any Authorized Employee arising out of the Plan, this Agreement or out of the Company's termination of this Agreement or the Plan, except to the extent such claim arises from the acts or omissions of HSL, its officer, directors, agents and employees.
- (b) HSL agrees to indemnify the Company, its officers, directors, agents and employees, and defend and hold them harmless against any liability or loss resulting from (i) any failure by HSL to comply with any and all applicable federal, state and local laws and regulations in connection with this Agreement or the Plan; and (ii) any claim of any Authorized Employee arising out of the Plan, this Agreement or out of the Company's termination of this Agreement or the Plan, to the extent such claim arises from the acts or omissions of HSL, its officer, directors, agents and employees.
- (c) With respect to the provisions of Section 13 of this Agreement, each party shall indemnify, defend and hold harmless the other parties against any and all losses, damages, claims, expenses and attorneys' fees incurred or suffered by the other parties as a result of a breach of Section 13 of this Agreement by the indemnifying party or any of its representatives, including without limitation the cost of notifying any customer or consumer of any unauthorized access to Nonpublic Personal Information (as defined below).

8. TERMINATION OF AGREEMENT

In addition to termination as provided in paragraph 5(a) herein, this Agreement may be terminated by either HSL or the Company upon ninety (90) days prior written notice to the other party, but no termination of this Agreement shall affect the rights of the parties with respect to (a) Mortgage Loans held by HSL, its successors or assigns, including but not limited to any subsidy Mortgage Loan, originated by HSL under the terms of any Authorized Employee's Individual Subsidy Agreement, or (b) Mortgage Loans committed to be made by HSL but unfunded as of the date of termination. Termination of this Agreement does not terminate any Authorized Employee's Individual Subsidy Agreement or any obligation by Company as it relates to any such individual subsidy agreement, including but not limited to Company's Subsidy Fund payment obligation.

9. NOTICES

Except as to communications under paragraphs 1 and 2, all notices, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by reputable express mail carrier, or by United States mail, certified or registered with return receipt requested to the address(es) as follows:

If to Company: Jim Bridger Plant
 PO Box 158
 Point of Rocks, WY 82942
 Attn: Bob Arambel

If to HSL: HomeServices Lending
 333 South 7th Street, 27th Floor
 Minneapolis, MN 55402
 Attn: General Counsel

with a copy to: Wells Fargo Home Mortgage
 One Home Campus
 MAC X2406-011
 Des Moines, Iowa 50328-0001
 Attn: General Counsel

The persons and addresses to whom mailings or deliveries shall be made may change by notice to the other party.

10. SUCCESSORS AND ASSIGNS

All terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective transferees, successors and assigns.

11. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

12. ENTIRE AGREEMENT

This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This instrument may only be amended or modified by written instrument signed by both parties or their duly authorized agents.

13. CONFIDENTIALITY

(a) Confidential Information.

(1) "Confidential Information" means any information that is transmitted or otherwise provided by or on behalf of one party (the "Discloser") to any other party (the "Recipient") to this Agreement in connection with, or as a result of, this Agreement and which should reasonably be understood by the Recipient to be proprietary and/or confidential to the Discloser.

(2) Confidential Information also includes (a) "nonpublic personal information" about "customers" and "consumers" (as those terms are defined in Title V of the Gramm-Leach-Bliley Act and its related privacy regulations), and (b) any information subject to Section 628 of the Fair Credit Reporting Act and any related regulations or guidelines (collectively referred to in this Agreement as "Nonpublic Personal Information"). Title V of the Gramm-Leach-Bliley Act, Section 628 of the Fair Credit Reporting Act, and any related regulations or guidelines, are collectively referred to in this Agreement as the "Privacy Regulation."

(3) Confidential Information does not include information that (i) is in the public domain as demonstrated by written or other tangible evidence or enters into the public domain through no wrongful act or breach of any obligation of confidentiality by a Recipient; (ii) was in the knowledge and possession of Recipient free of any confidentiality obligation, or was independently developed by Recipient prior to the time it was disclosed to Recipient by Discloser; (iii) is at any time rightfully received by the Recipient from a third party who has an independent right to such information; or (iv) is identified by Discloser as no longer confidential or is approved in writing for release by the Discloser prior to such release.

(b) Protection of Confidential Information.

(1) Recipient acknowledges that Confidential Information has been developed or obtained by Discloser by the investment of significant time, effort and expense, and that Confidential Information is a valuable, special and unique asset of Discloser, which provides Discloser a significant competitive advantage. Therefore, Recipient agrees to hold in confidence and to not disclose Confidential Information to any person or entity, except as expressly authorized in this Agreement or otherwise with the express prior written consent of Discloser.

(2) Recipient agrees (i) to use Confidential Information solely for the purpose of carrying out the transactions undertaken in the context of such business relationship; (ii) to not, directly or indirectly, otherwise use any Confidential Information for Recipient's own benefit or on its own behalf or for the benefit or on behalf of others for any other purpose; (iii) to use the same degree of care to maintain the security of Confidential Information as Recipient uses to protect its own confidential and proprietary information (which shall be a degree of care not less than may be required by applicable law, if any, or otherwise as followed in the industry); (iv) to safely and securely dispose of all Confidential Information, and (v) to disclose Confidential

Information to Recipient's Representatives under confidentiality obligations consistent with this Agreement and only on a need-to-know basis for performance of such Representative's duties in connection with an authorized use of the Confidential Information.

(c) Special Provisions for Use of Nonpublic Personal Information.

(1) Each Recipient represents and warrants to the Discloser with respect to any Nonpublic Personal Information disclosed to it: (i) Recipient controls access to the network (information system) on which any such Nonpublic Personal Information is stored, through the compliance with and utilization of its information security measures which restrict access; and (ii) Recipient shall comply with its information security measures.

(2) Each Recipient covenants to the other parties that with respect to Nonpublic Personal Information Disclosed to the Recipient under this Agreement, the Recipient will (i) comply with the terms and provisions of the Privacy Regulation, including the provisions regarding the sharing of Nonpublic Personal Information; (ii) not disclose or use any Nonpublic Personal Information that it receives from a Discloser except to carry out the purposes for which such Nonpublic Personal Information was provided, or as otherwise permitted by the Privacy Regulation and other applicable laws; (iii) comply with its information security standards; (iv) properly and securely dispose of all Nonpublic Personal Information; (v) not make any changes to its security measures that would increase the risk of an unauthorized access; and (vi) not disclose any Nonpublic Personal Information disclosed to it to any other entity, except as follows: (A) to Discloser's affiliates, with the prior consent of Discloser; (B) to its own affiliates, provided, that its affiliates may, in turn, disclose and use the information only to the extent that Recipient may disclose itself and use the information; and (C) to a nonaffiliated third party, in the ordinary course of business in order to carry out the activity for which the information was disclosed to Recipient pursuant to one of the exceptions to the Privacy Regulation. Recipient agrees to promptly notify any customer whose Nonpublic Personal Information is accessed by any unauthorized person while in the custody of Recipient or any of its affiliates or subcontractors. Provided, that with respect to any consumer who becomes a customer of HSL, the use of Nonpublic Personal Information of such customer by HSL shall thereafter be governed by HSL's then-current Privacy Policy and all applicable state and federal law, and not this Agreement.

(d) The parties agree that the Confidential Information disclosed pursuant to this Agreement are of a special, unique, and extraordinary character, that the Discloser would be irreparably harmed by any disclosure of the Confidential Information in violation of this Agreement, and that the use of the Confidential Information for the business purposes of any party other than in connection with this Agreement or any third party, would enable such party or third party to compete unfairly with the Discloser. For these reasons, the Recipient agrees that the Discloser shall be entitled to injunctive relief to prevent further use and/or disclosure in addition to all other remedies available to the Discloser in law or in equity for any breach of this Agreement.

HOMESERVICES LENDING

(Signature)

(Name)

(Title)

PACIFICORP ENERGY

(Signature)

Bob Arambel
(Name)

Managing Director, Jim Bridger Plant
(Title)