

**JOINT PURCHASE AND SALE AGREEMENT**

**BETWEEN**

**IDAHO POWER COMPANY,**

**AND**

**PACIFICORP**

**October 24, 2014**

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## JOINT PURCHASE AND SALE AGREEMENT

This Joint Purchase and Sale Agreement (this “Agreement”), dated as of October 24, 2014 (the “Effective Date”), is made and entered into by and between Idaho Power Company, an Idaho corporation (“Idaho Power”), and PacifiCorp, an Oregon corporation (“PacifiCorp”). Idaho Power and PacifiCorp are also each referred to herein as a “Party” and, collectively, as the “Parties.”

### RECITALS

WHEREAS, Idaho Power is a transmission provider which owns and operates certain equipment for the transmission of electric power and energy located in Idaho, Oregon, and Wyoming, including one hundred percent (100%) ownership interests in the equipment comprising those facilities listed in Exhibit A for which the “IPC” share under “Segment Ownership Pre-Closing” is 100% (the “Idaho Power Equipment”);

WHEREAS, PacifiCorp is a transmission provider which owns and operates certain equipment for the transmission of electric power and energy located in Idaho, Wyoming, Oregon, and Washington, including one hundred percent (100%) ownership interests in the equipment comprising those facilities listed in Exhibit A for which the “PAC” share under “Segment Ownership Pre-Closing” is 100% (the “PacifiCorp Equipment”);

WHEREAS, the Parties jointly own certain equipment for the transmission of electric power and energy located in Idaho and Wyoming, including the equipment comprising those facilities listed in Exhibit A other than the Idaho Power Equipment and the PacifiCorp Equipment (the “Existing Joint Equipment”);

WHEREAS, the Parties desire to exchange undivided ownership interests in the Idaho Power Equipment, the PacifiCorp Equipment and the Existing Joint Equipment to provide the Parties with transmission capacity that better aligns with the current configuration of the Parties’ respective transmission systems and current load service obligations, each of which has changed since the Existing Joint Equipment was originally constructed;

WHEREAS, in connection with the exchange of undivided ownership interests in the Existing Joint Equipment, the Parties also desire to (a) exchange undivided ownership interests in the Idaho Power Equipment and the PacifiCorp Equipment to balance the respective asset values underlying the undivided ownership interests exchanged with respect to the Existing Joint Equipment, and (b) amend, cancel or replace certain transmission services currently provided pursuant to certain historical contractual arrangements between the Parties with transmission services provided under the Open Access Transmission Tariffs (each, an “OATT”) of Idaho Power and PacifiCorp, respectively;

WHEREAS, concurrently herewith, the Parties are entering into a Joint Ownership and Operating Agreement with respect to certain ownership and operational issues, a copy of which is attached hereto as Exhibit C (the “Joint Ownership and Operating Agreement”), the effectiveness of which is subject to certain conditions precedent set forth therein;

WHEREAS, concurrently herewith, the Parties are entering into a Termination Agreement with respect to the Terminated Legacy Agreements, a copy of which is attached hereto as Exhibit D (the

“Termination Agreement”), the effectiveness of which is subject to certain conditions precedent set forth therein; and

WHEREAS, (i) Idaho Power wishes to convey and transfer to PacifiCorp, and PacifiCorp wishes to acquire and accept from Idaho Power, undivided ownership interests in the Idaho Power Equipment; (ii) PacifiCorp wishes to convey and transfer to Idaho Power, and Idaho Power wishes to acquire and accept from PacifiCorp, undivided ownership interests in the PacifiCorp Equipment; (iii) Idaho Power wishes to convey and transfer to PacifiCorp, and PacifiCorp wishes to acquire and accept from Idaho Power, additional undivided ownership interests in certain Existing Joint Equipment, (iv) PacifiCorp wishes to convey and transfer to Idaho Power, and Idaho Power wishes to acquire and accept from PacifiCorp, additional undivided ownership interests in certain Existing Joint Equipment; and (v) the Parties desire to enter into or deliver to one another certain Related Documents (including, without limitation, the Joint Ownership and Operating Agreement, the Termination Agreement and the Amended and Restated Legacy Agreements) in connection therewith, in each case, subject to the terms and conditions set forth in this Agreement (collectively, the “Transaction”).

NOW THEREFORE, in consideration of the Parties’ respective representations, warranties, and agreements hereinafter set forth and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

## **ARTICLE I** **DEFINITIONS**

1.1 Definitions. As used in this Agreement, the following capitalized terms have the meanings specified in this Section 1.1:

“230kV Upgrades” means the projects of Idaho Power described on Schedule 1.1(k).

“Action” means any demand, action, claim, suit, countersuit, arbitration, inquiry, subpoena, discovery request, proceeding or investigation by or before any court or grand jury, any Governmental Entity or any arbitration or mediation tribunal.

“Affiliate” means, with respect to a Person, each other Person that, directly or indirectly, controls, is controlled by or is under common control with, such designated Person; provided, however, that in the case of PacifiCorp, the term “Affiliate” does not include Berkshire Hathaway Inc. or any of its affiliates (other than PacifiCorp and any direct or indirect subsidiaries of PacifiCorp), and no provision of this Agreement shall apply to, be binding on, create any Liability of or otherwise restrict the activities of Berkshire Hathaway Inc. or any of its affiliates (other than PacifiCorp and any direct or indirect subsidiaries of PacifiCorp). For the purposes of this definition, “control” (including with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean (a) the direct or indirect right to cast at least fifty percent (50%) of the votes exercisable at an annual general meeting (or its equivalent) of such Person or, if there are no such rights, ownership of at least fifty percent (50%) of the equity or other ownership interest in such Person, or (b) the right to direct the policies or operations of such Person.

“Affiliated Group” means any affiliated group within the meaning of Code Section 1504(a) or any similar group defined under a similar provision of law.

“Agreement” has the meaning given to such term in the preamble.

“Amended and Restated Legacy Agreements” means the Specified Legacy Agreements, in each case, as amended and restated to reflect the concepts set forth on Exhibit E.

“Business Day” means any day other than Saturday, Sunday, and any day which is a legal holiday or a day on which banking institutions in Boise, Idaho are authorized or obligated by Governmental Requirements to close.

“Casualty Loss” means any damage, loss or destruction (whether by fire, theft, vandalism or other casualty) with respect to an Idaho Power Acquired Asset or a PacifiCorp Acquired Asset, in whole or in part.

“Claims” means any administrative, regulatory, or judicial actions or causes of action, suits, petitions, proceedings (including arbitration proceedings), investigations, hearings, demands, demand letters, claims, complaints, allegations of liability or potential liability or notices of noncompliance or violation delivered by any Governmental Entity or other Person.

“Closing” has the meaning given to such term in Section 2.7.

“Closing Date” has the meaning given to such term in Section 2.7.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commercially Reasonable Efforts” means the level of effort that a reasonable electric utility would take in light of the then known facts and circumstances to accomplish the required action at a then commercially reasonable cost (taking into account the benefits to be gained thereby).

“Contract” means any agreement, lease, license, note, evidence of indebtedness, mortgage, security agreement, understanding, instrument or other arrangement, in each case, whether written or oral.

“Disputed Costs Notice” has the meaning given to such term in Section 2.5(d)(iii).

“Effective Date” has the meaning given to such term in the preamble.

“Effective Time” has the meaning given to such term in Section 2.7.

“Encumbrances” means any mortgages, pledges, liens, Claims, charges, security interests, conditional and installment sale agreements, activity and use limitations, easements, covenants, encumbrances, obligations, limitations, title defects, deed restrictions, and any other restrictions of any kind, including restrictions on use, transfer, receipt of income, or exercise of any other attribute of ownership.

“Environment” means the indoor or outdoor environment, including any soil, land surface and subsurface strata, surface waters (including navigable waters, streams, ponds, drainage basins, and wetlands), groundwater, drinking water supply, sediments, ambient air (including the air within buildings and the air within other natural or man-made structures above or below ground), plant and animal life, and any other natural resource.

“Environmental Claims” means any and all Claims (including any such Claims involving toxic torts or similar liabilities in tort, whether based on negligence or other fault, strict or absolute liability, or any other basis) relating in any way to any Environmental Laws or Environmental Permits, or arising from the presence, Release, or threatened Release (or alleged presence, Release, or threatened Release) into the Environment of any Hazardous Materials, or the result of the handling, transportation or treatment of Hazardous Materials, including any and all Claims by any Governmental Entity or by any Person for enforcement, cleanup, remediation, removal, response, remedial or other actions, or response costs, damages, contribution, indemnification, cost recovery, compensation, fines or penalties or injunctive relief arising out of or relating to any Environmental Law or Hazardous Materials or for any property damage, natural resource damage or personal or bodily injury (including death) or threat of injury to health, safety, natural resources, or the Environment.

“Environmental Laws” means all Governmental Requirements (including common law) relating to pollution or the protection of human health, safety, the Environment, or damage to natural resources, including Governmental Requirements relating to Releases and threatened Releases or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials. Environmental Laws include the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136, et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 6901, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq.; the Oil Pollution Act, 33 U.S.C. § 2701, et seq.; the Endangered Species Act, 16 U.S.C. § 1531, et seq.; the National Environmental Policy Act, 42 U.S.C. § 4321, et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651, et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f, et seq.; Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001, et seq.; Atomic Energy Act, 42 U.S.C. § 2014, et seq.; Nuclear Waste Policy Act, 42 U.S.C. § 10101, et seq.; and all similar or analogous foreign, state, regional or local statutes, secondary and subordinate legislation, and directives, as in effect and legally binding, and the rules and regulations promulgated thereunder, and any provisions of common law providing for any remedy or right of recovery or right of injunctive relief with respect to Environmental Matters, as these laws, rules and regulations were in the past or are currently in effect at the relevant time period.

“Environmental Matters” means: (a) the pollution or destruction of, or loss or injury to, or any adverse effect upon, the Environment, (b) the protection, cleanup or restoration of, or removal, remediation or mitigation of conditions affecting the Environment, (c) any Release or the generation, handling, transportation, use, treatment or storage of any Hazardous Materials, (d) the regulation of the manufacture, processing, distribution or use, for commercial purposes, of chemical substances or radioactive materials, by-products or waste, or (e) any matter concerning or arising out of the Environment or exposure to Hazardous Materials.

“Environmental Permits” means all permits, certifications, licenses, franchises, approvals, consents, notifications, exemptions, waivers or other authorizations of any Governmental Entity under or with respect to applicable Environmental Laws.

“Existing Joint Equipment” has the meaning given to such term in the Recitals.

“FERC” means the Federal Energy Regulatory Commission or any successor agency thereto.

“Firm Transmission Service Agreements” means the standard long-term firm point-to-point transmission service agreements set forth in Idaho Power’s OATT for the provision to PacifiCorp of 510MW of long-term firm point-to-point transmission service on Idaho Power’s transmission system.

“FPA 203 Approval” means a final order issued by FERC under Section 203 of the Federal Power Act approving the Transaction.

“FPA 205 Approval” means a final order issued by FERC under Section 205 of the Federal Power Act approving (a) the Joint Ownership and Operating Agreement, (b) the Termination Agreement and (c) the Amended and Restated Legacy Agreements.

“GAAP” means generally accepted accounting principles in the United States of America.

“Good Utility Practice” means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act Section 215(a)(4), 16 U.S.C. § 824o(a)(4)(2006).

“Governmental Authorizations” means any license, permit, order, approval, filing, waiver, exemption, variance, clearance, entitlement, allowance, franchise, or other authorization from or by a Governmental Entity, including Environmental Permits.

“Governmental Entity” means any federal, state, local or municipal governmental body; any governmental, quasi-governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.

“Governmental Requirements” means all laws, statutes, ordinances, rules, regulations, codes and similar acts or promulgations or other legally enforceable requirements of any Governmental Entity.

“Hazardous Materials” means (a) any chemicals, materials, substances, or wastes which are now or hereafter defined as or included in the definition of “hazardous substance,” “hazardous material,” “hazardous waste,” “solid waste,” “toxic substance,” “extremely hazardous substance,” “pollutant,” “contaminant,” or words of similar import under any applicable Environmental Laws; (b) any petroleum, petroleum products (including crude oil or any fraction thereof), natural gas, natural gas liquids, liquefied natural gas or synthetic gas useable for fuel (or mixtures of natural gas and such synthetic gas), or oil and gas exploration or production waste, polychlorinated biphenyls, asbestos-containing materials, mercury, urea formaldehyde insulation, radioactivity and lead-based paints; and (c) any other chemical, material, substances, waste, or mixture thereof which is prohibited, limited, or regulated pursuant to, or that could reasonably be expected to give rise to liability under, Environmental Laws.

“Idaho Power” has the meaning given to such term in the preamble.

“Idaho Power Acquired Assets” has the meaning given to such term in Section 2.1(a).

“Idaho Power Assumed Obligations” has the meaning given to such term in Section 2.3(a).

“Idaho Power Bill of Sale” has the meaning given to such term in Section 2.8(a)(i).

“Idaho Power Cost Records” has the meaning given to such term in Section 2.5(d)(ii).

“Idaho Power Costs” has the meaning given to such term in Section 2.5(d)(ii).

“Idaho Power Equipment” has the meaning given to such term in the Recitals.

“Idaho Power Excluded Assets” has the meaning set forth in Section 2.1(b).

“Idaho Power Excluded Liabilities” has the meaning set forth in Section 2.4(a).

“Idaho Power Extraordinary Items” means extraordinary additions, deletions, upgrades or improvements to the PacifiCorp Acquired Assets determined by Idaho Power during the Interim Period to be necessary due to emergency conditions or exigent circumstances to maintain the safety and reliability of Idaho Power’s electrical system, or to operate and maintain Idaho Power’s electrical system and serve its customers in accordance with applicable Governmental Requirements (including, but not limited to, Idaho Power rates and tariffs on file therewith).

“Idaho Power Marks” means the rights of Idaho Power and its Affiliates to the names “Idaho Power Company,” “IDACORP,” or any trade names, trademarks, service marks, corporate names or logos, or any derivative or combination thereof, that are confusingly similar thereto.

“Idaho Power Mortgage” means the Mortgage and Deed of Trust, dated as of October 1, 1937, and indentures supplemental thereto, granted by Idaho Power to Deutsche Bank Trust Company Americas, formerly known as Bankers Trust Company, and Stanley Burg, as Trustees, together with any related documents evidencing or securing the indebtedness secured by the Idaho Power Mortgage.

“Idaho Power Net Book Value” means, with respect to an asset, the cost of such asset less depreciation and amortization, as shown on Idaho Power’s books and records maintained for regulatory purposes.

“Idaho Power Net Book Value True-up Notice” has the meaning given to such term in Section 2.5(d)(i).

“Idaho Power Ownership Percentages” has the meaning given to such term in Section 2.1(a).

“Idaho Power Permitted Encumbrances” means (a) those Encumbrances set forth in Schedule 1.1(a); (b) Encumbrances securing or created by or in respect of any of the PacifiCorp Assumed Obligations; (c) statutory liens for current Taxes or assessments not yet due or payable; (d) mechanics’, carriers’, workers’, repairers’, landlords’, and other similar liens arising or incurred in the ordinary course of business relating to obligations as to which there is no default on the part of Idaho Power, or pledges, or deposits, or other liens securing the performance of statutory obligations; (e) any Encumbrances set forth in any state, local, or municipal franchise or governing ordinance under which any portion of the

PacifiCorp Acquired Assets are being used or conducted; (f) transmission service requests and interconnection service requests made pursuant to Idaho Power's OATT with respect to the PacifiCorp Acquired Assets; or (g) Encumbrances, including zoning, entitlement, restriction, and other land use regulations by Governmental Entities, which, together with all other Encumbrances, do not materially detract from the value of or materially interfere with the present use of the PacifiCorp Acquired Assets or the conduct of the business thereon as it is currently being used and conducted or as contemplated under any of the Related Documents.

"Idaho Power Planned Improvements" means the upgrades and improvements to the PacifiCorp Acquired Assets that the Parties agree that Idaho Power may commence or continue to make during the Interim Period, as more particularly described in Schedule 1.1(e)

"Idaho Power Purchase Price" has the meaning given to such term in Section 2.5(a).

"Idaho Power Required Regulatory Approvals" means the Governmental Authorizations described on Schedule 1.1(i).

"Idaho Power's Knowledge" means the actual, constructive or imputed knowledge that the individuals listed in Schedule 1.1(b) have or could reasonably be expected to have after reasonable due inquiry.

"Indemnified Party" has the meaning given to such term in Section 6.6(a).

"Indemnifying Party" has the meaning given to such term in Section 6.6(a).

"Independent Accounting Firm" means an independent accounting firm of national reputation mutually appointed by the Parties.

"Intellectual Property" means trademarks, patents, copyrights, trade secrets, and other intellectual property rights which are utilized in connection with ownership, use and operation of the PacifiCorp Acquired Assets or the Idaho Power Acquired Assets (as such Assets are reasonably expected to be operated in accordance with the provisions of the Joint Ownership and Operating Agreement on the Closing Date), as the case may be.

"Interim Period" means the period of time commencing on and including the Effective Date and continuing through the earlier of the Closing Date or the termination of this Agreement in accordance with its terms.

"Joint Ownership and Operating Agreement" has the meaning given to such term in the Recitals.

"Liability" means any debt, liability, obligation or commitment of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise.

"Losses" mean any and all damages and losses, deficiencies, Liabilities, taxes, obligations, penalties, judgments, settlements, claims, payments, fines, interest, costs and expenses, whether or not resulting from third party claims, including the costs and expenses of any and all Actions and demands,

assessments, judgments, settlements and compromises relating thereto and the costs and expenses of attorneys', accountants', consultants' and other professionals' fees and expenses incurred in the investigation or defense thereof or the enforcement of rights hereunder and costs and expenses of remediation (including, in the case of remediation, all expenses and costs associated with financial assurance); provided, however, that in no event shall Losses include lost profits or damages and losses excluded under Section 6.11.

“Material Adverse Effect” means, in respect of a Party, an event, circumstance, condition, or occurrence of whatever nature that materially and adversely affects: (a) the business, assets, property, results of operation, or financial condition of such Party or any of its Affiliates, including a material adverse regulatory impact on such Party or any of its Affiliates; (b) such Party’s ability to perform its obligations under this Agreement or any of the Related Documents to which it is a party; or (c) the validity or enforceability of this Agreement or any of the Related Documents to which it is a party, including the ability of such Party to enforce any of its rights or remedies hereunder or thereunder.

“Net Book Value True-up Period” has the meaning given to such term in Section 2.5(d)(i).

“OATT” has the meaning given to such term in the Recitals.

“Outside Closing Date” means December 31, 2015, or such later date as the Parties may agree to in writing, such agreement not unreasonably to be withheld or delayed, which is the latest date by which the Closing may occur.

“Ownership Percentages” means, collectively, the Idaho Power Ownership Percentages and the PacifiCorp Ownership Percentages.

“PacifiCorp” has the meaning given to such term in the preamble.

“PacifiCorp Acquired Assets” has the meaning given to such term in Section 2.1(b).

“PacifiCorp Assumed Obligations” has the meaning given to such term in Section 2.3(b).

“PacifiCorp Bill of Sale” has the meaning given to such term in Section 2.8(b)(i).

“PacifiCorp Cost Records” has the meaning given to such term in Section 2.5(d)(ii).

“PacifiCorp Costs” has the meaning given to such term in Section 2.5(d)(ii).

“PacifiCorp Equipment” has the meaning given to such term in the Recitals.

“PacifiCorp Excluded Assets” has the meaning given to such term in Section 2.2(b).

“PacifiCorp Excluded Liabilities” has the meaning given to such term in Section 2.4(b).

“PacifiCorp Extraordinary Items” means extraordinary additions, deletions, upgrades or improvements to the Idaho Power Acquired Assets determined by PacifiCorp during the Interim Period to be necessary due to emergency conditions or exigent circumstances to maintain the safety and reliability of PacifiCorp’s electrical system, or to operate and maintain PacifiCorp’s electrical system and serve its

customers in accordance with applicable Governmental Requirements (including, but not limited to, PacifiCorp rates and tariffs on file therewith).

“PacifiCorp Marks” means the rights of PacifiCorp and its Affiliates to the names “PacifiCorp,” “Pacific Power,” “Rocky Mountain Power,” “PacifiCorp Energy,” or any trade names, trademarks, service marks, corporate names or logos, or any derivative or combination thereof, that are confusingly similar thereto.

“PacifiCorp Mortgage” means the Mortgage and Deed of Trust from PacifiCorp to Morgan Guaranty Trust Company of New York (The Bank of New York Mellon Trust Company, N.A., successor), dated as of January 9, 1989, as amended and supplemented by supplemental indentures, including the Twenty-Seventh Supplemental Indenture, dated March 1, 2014, together with any related documents evidencing or securing the indebtedness secured by the PacifiCorp Mortgage.

“PacifiCorp Net Book Value” means, with respect to an asset, the cost of such asset less depreciation and amortization, as shown on PacifiCorp’s books and records maintained for regulatory purposes.

“PacifiCorp Net Book Value True-up Notice” has the meaning given to such term in Section 2.5(d)(i).

“PacifiCorp Ownership Percentages” has the meaning given to such term in Section 2.1(b).

“PacifiCorp Permitted Encumbrances” means (a) those Encumbrances set forth in Schedule 1.1(c); (b) Encumbrances securing or created by or in respect of any of the Idaho Power Assumed Obligations; (c) statutory liens for current Taxes or assessments not yet due or payable; (d) mechanics’, carriers’, workers’, repairers’, landlords’, and other similar liens arising or incurred in the ordinary course of business relating to obligations as to which there is no default on the part of PacifiCorp, or pledges, or deposits, or other liens securing the performance of statutory obligations; (e) any Encumbrances set forth in any state, local, or municipal franchise or governing ordinance under which any portion of the Idaho Power Acquired Assets are being used or conducted; (f) transmission service requests and interconnection service requests made pursuant to PacifiCorp’s OATT with respect to the Idaho Power Acquired Assets; or (g) Encumbrances, including zoning, entitlement, restriction, and other land use regulations by Governmental Authorities, which, together with all other Encumbrances, do not materially detract from the value of or materially interfere with the present use of the Idaho Power Acquired Assets or the conduct of the business thereon as it is currently being used and conducted or as contemplated under any of the Related Documents.

“PacifiCorp Planned Improvements” means the upgrades and improvements to the Idaho Power Acquired Assets that the Parties agree that PacifiCorp may commence or continue to make during the Interim Period, as more particularly described in Schedule 1.1(f).

“PacifiCorp Purchase Price” has the meaning given to such term in Section 2.5(b).

“PacifiCorp Required Regulatory Approvals” means the Governmental Authorizations described on Schedule 1.1(j).

“PacifiCorp’s Knowledge” means the actual, constructive or imputed knowledge that the individuals listed in Schedule 1.1(d) have or could reasonably be expected to have after reasonable due inquiry.

“Party” has the meaning given to such term in the preamble.

“Person” means any individual, partnership, limited liability company, joint venture, corporation, trust, unincorporated organization, or Governmental Entity.

“Purchase Price” means the Idaho Power Purchase Price or the PacifiCorp Purchase Price, as the context requires.

“Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of Hazardous Materials into the Environment.

“Related Documents” means the Idaho Power Bill of Sale, PacifiCorp Bill of Sale, Joint Ownership and Operating Agreement, Termination Agreement, Amended and Restated Legacy Agreements, and each other document, certificate or instrument delivered by each of the Parties on the Closing in accordance with the terms of this Agreement.

“Representatives” means, with respect to a Party, the directors, officers, shareholders, partners, members, employees, agents, consultants, contractors or other representatives of such Party.

“Required Regulatory Approvals” means the Idaho Power Required Regulatory Approvals and the PacifiCorp Required Regulatory Approvals.

“Restoration Cost” means, with respect to any Idaho Power Acquired Asset or PacifiCorp Acquired Asset, the cost of restoring a damaged, lost or destroyed Idaho Power Acquired Asset or PacifiCorp Acquired Asset to a condition reasonably comparable to its pre-Casualty Loss condition, as estimated in good faith by the Party bearing the risk of loss of such Idaho Power Acquired Asset or PacifiCorp Acquired Asset during the Interim Period.

“Specified Legacy Agreements” means the Contracts described on Schedule 1.1(h).

“Subsidiary,” when used in reference to a Person, means any Person (a) of which outstanding securities or other equity interests having ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions of such Person are owned directly or indirectly by such first Person, (b) of which such Person or any subsidiary of such first Person is a general partner or (c) such first Person directly or indirectly controls.

“Tax” and “Taxes” means all taxes, charges, customs, duties, fees, levies, penalties, or other assessments imposed by any foreign or United States federal, state, or local taxing authority, including profits, estimated gross receipts, income, excise, property, replacement tax, sales, transfer, franchise, license, payroll, withholding, social security, or any other taxes (including any escheat or unclaimed property obligations), including any interest, penalties, or additions attributable thereto.

“Tax Affiliate” of a Person means a member of that Person’s Affiliated Group and any other Subsidiary of that Person which is a partnership or is disregarded as an entity separate from that Person for Tax purposes.

“Tax Return” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes of any kind or nature, filed or required to be filed with any Governmental Entity, including any schedule or attachment thereto, and including any amendment thereof.

“Terminated Legacy Agreements” means the Contracts described on Schedule 1.1(g).

“Termination Agreement” has the meaning given to such term in the Recitals.

“Transaction” has the meaning given to such term in the Recitals.

“Transfer Taxes” means any real property transfer, sales, use, value added, stamp, documentary, recording, registration, conveyance, stock transfer, intangible property transfer, personal property transfer, gross receipts, registration, duty, securities transactions or similar fees or Taxes or governmental charges (together with any interest or penalty, addition to Tax or additional amount imposed) as levied by any Governmental Entity in connection with the transactions contemplated by this Agreement, including any payments made in lieu of any such Taxes or governmental charges which become payable in connection with the transactions contemplated by this Agreement.

1.2 Other Definitional and Interpretive Matters. Unless otherwise expressly provided in this Agreement, for purposes of this Agreement, the following rules of interpretation apply:

(a) Calculation of Time Period. When calculating the period of time before which, within which, or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of such period is a non-Business Day, the period in question will end on the next succeeding Business Day.

(b) Dollars. Any reference in this Agreement to “dollars” or “\$” means U.S. dollars.

(c) Exhibits and Schedules. Unless otherwise expressly indicated, any reference in this Agreement to an “Exhibit” or a “Schedule” refers to an Exhibit or Schedule to this Agreement. The Exhibits and Schedules to this Agreement are hereby incorporated and made a part hereof as if set forth in full herein and are an integral part of this Agreement. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein are defined as set forth in this Agreement.

(d) Gender and Number. Any reference in this Agreement to gender includes all genders, and the meaning of defined terms applies to both the singular and the plural of those terms.

(e) Headings. The provision of a Table of Contents, the division of this Agreement into Articles, Sections, and other subdivisions, and the insertion of headings are for convenience of reference only and do not affect, and will not be utilized in construing or interpreting, this Agreement. All references in this Agreement to any “Section” are to the corresponding Section of this Agreement unless otherwise specified.

(f) “Herein.” The words such as “herein,” “hereinafter,” “hereof,” and “hereunder” refer to this Agreement (including the Schedules and Exhibits to this Agreement) as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(g) “Including.” The word “including” or any variation thereof means “including, without limitation” and does not limit any general statement that it follows to the specific or similar items or matters immediately following it.

(h) Agreements and Documents. Each reference in this Agreement to any agreement or document or a portion or provision thereof shall be construed as a reference to the relevant agreement or document as amended, supplemented or otherwise modified from time to time with the written approval of both Parties.

(i) Governmental Requirements. Each reference in this Agreement to Governmental Requirements and to terms defined in, and other provisions of, Governmental Requirements shall be references to the same (or a successor to the same) as amended, supplemented or otherwise modified from time to time.

(j) Days; Years. Each reference in this Agreement to: (A) “day” means a calendar day; and (B) “year” means a calendar year, provided that when a period measured in years commences on a day other than the first day of a year, the period shall run from the day on which it starts to the corresponding day in the next year and, as appropriate, to succeeding years thereafter.

(k) Recitals. The above-stated recitals to this Agreement are incorporated in this Agreement and made a part of it by this reference to the same extent as if these recitals were set forth in full at this point.

1.3 Joint Negotiation and Preparation of Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as jointly drafted by the Parties and no presumption or burden of proof favoring or disfavoring any Party will exist or arise by virtue of the authorship of any provision of this Agreement.

## **ARTICLE II PURCHASE AND SALE**

### 2.1 Purchase and Sale.

(a) Idaho Power Acquired Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing, PacifiCorp shall sell, assign, convey, transfer and deliver to Idaho Power, and Idaho Power shall purchase and accept from PacifiCorp, free and clear of all Encumbrances (other than PacifiCorp Permitted Encumbrances and the lien of the PacifiCorp Mortgage on the Idaho Power Acquired Assets, which lien will be released after Closing in accordance with Section 2.10(b)), undivided ownership interests, as tenant in common, in all of PacifiCorp’s right, title and interest in, and to the assets constituting (i) the PacifiCorp Equipment and (ii) certain Existing Joint Equipment, equal to the ownership percentages set forth opposite such Equipment in Exhibit A in the column labeled “Quantity Transferred to Other Owner” for PacifiCorp (collectively, the “Idaho Power Ownership Percentages”), but excluding

the PacifiCorp Excluded Assets (collectively, the “Idaho Power Acquired Assets”). For illustrative purposes, Exhibit A also sets forth the respective undivided ownership percentages of the Parties in the PacifiCorp Equipment, the Idaho Power Equipment and the Existing Joint Equipment both (x) prior to the Closing, and (y) upon the consummation of the Closing.

(b) PacifiCorp Acquired Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing, Idaho Power shall sell, assign, convey, transfer and deliver to PacifiCorp, and PacifiCorp shall purchase and accept from Idaho Power, free and clear of all Encumbrances (other than Idaho Power Permitted Encumbrances and the lien of the Idaho Power Mortgage on the PacifiCorp Acquired Assets, which lien will be released after Closing in accordance with Section 2.10(a)), undivided ownership interests, as tenant in common, in all of Idaho Power’s right, title and interest in, and to the assets constituting (i) the Idaho Power Equipment and (ii) certain Existing Joint Equipment, equal to the ownership percentages set forth opposite such Equipment in Exhibit A in the column labeled “Quantity Transferred to Other Owner” for Idaho Power (collectively, the “PacifiCorp Ownership Percentages”), but excluding the Idaho Power Excluded Assets (collectively, the “PacifiCorp Acquired Assets”). For illustrative purposes, Exhibit A also sets forth the respective undivided ownership percentages of the Parties in the PacifiCorp Equipment, the Idaho Power Equipment and the Existing Joint Equipment both (x) prior to the Closing, and (y) upon the consummation of the Closing.

## 2.2 Excluded Assets.

(a) Idaho Power Excluded Assets. The PacifiCorp Acquired Assets do not include any property or assets of Idaho Power not described in Section 2.1(b) and, notwithstanding any provision to the contrary in Section 2.1(b) or elsewhere in this Agreement, the PacifiCorp Acquired Assets do not include the following property or assets of Idaho Power (all assets excluded pursuant to this Section 2.2(a), the “Idaho Power Excluded Assets”), and PacifiCorp shall have no Liability with respect thereto:

- (i) the Idaho Power Marks;
- (ii) all cash, cash equivalents, bank deposits, accounts receivable, and any income, sales, payroll or other tax receivables;
- (iii) subject to Section 2.6, any refund or credit (A) related to Taxes paid by or on behalf of Idaho Power, whether such refund is received as a payment or as a credit against future Taxes payable, or (B) relating to a period before the Closing Date;
- (iv) all of the Claims of Idaho Power against any Person related to, arising from or associated with the PacifiCorp Acquired Assets relating to a period before the Closing Date;
- (v) all insurance policies, and rights thereunder, including any such policies and rights in respect of the PacifiCorp Acquired Assets;
- (vi) the rights of Idaho Power arising under or in connection with this Agreement, any Related Document delivered in connection herewith, and any of the transactions contemplated hereby and thereby;
- (vii) all Contracts entered into by Idaho Power related to, arising from or associated with the PacifiCorp Acquired Assets;

(viii) all software, software licenses, information systems and management systems owned or used by Idaho Power related to, arising from or associated with the PacifiCorp Acquired Assets;

(ix) all communication towers, communication equipment and related assets of Idaho Power related to, arising from or associated with the PacifiCorp Acquired Assets, except to the extent any such assets are specifically identified by the Parties pursuant to the process described in Section 4.8;

(x) all real property upon which the PacifiCorp Acquired Assets are located, and all interests in real property (including, without limitation, easements, rights-of-way, permits, licenses and leases) related to the PacifiCorp Acquired Assets; and

(xi) all other assets and properties of Idaho Power other than the PacifiCorp Acquired Assets.

(b) PacifiCorp Excluded Assets. The Idaho Power Acquired Assets do not include any property or assets of PacifiCorp not described in Section 2.1(a) and, notwithstanding any provision to the contrary in Section 2.1(a) or elsewhere in this Agreement, the Idaho Power Acquired Assets do not include the following property or assets of PacifiCorp (all assets excluded pursuant to this Section 2.2(b), the “PacifiCorp Excluded Assets”), and Idaho Power shall have no Liability with respect thereto:

(i) the PacifiCorp Marks;

(ii) all cash, cash equivalents, bank deposits, accounts receivable, and any income, sales, payroll or other tax receivables;

(iii) subject to Section 2.6, any refund or credit (A) related to Taxes paid by or on behalf of PacifiCorp, whether such refund is received as a payment or as a credit against future Taxes payable, or (B) relating to a period before the Closing Date;

(iv) all of the Claims of PacifiCorp against any Person related to, arising from or associated with the Idaho Power Acquired Assets relating to a period before the Closing Date;

(v) all insurance policies, and rights thereunder, including any such policies and rights in respect of the Idaho Power Acquired Assets;

(vi) the rights of PacifiCorp arising under or in connection with this Agreement, any Related Document delivered in connection herewith, and any of the transactions contemplated hereby and thereby;

(vii) all Contracts entered into by PacifiCorp related to, arising from or associated with the Idaho Power Acquired Assets;

(viii) all software, software licenses, information systems and management systems owned or used by PacifiCorp related to, arising from or associated with the Idaho Power Acquired Assets;

(ix) all communication towers, communication equipment and related assets of PacifiCorp related to, arising from or associated with the Idaho Power Acquired Assets, except to the extent any such assets are specifically identified by the Parties pursuant to the process described in Section 4.8;

(x) all real property upon which the Idaho Power Acquired Assets are located, and all interests in real property (including, without limitation, easements, rights-of-way, permits, licenses and leases) related to the Idaho Power Acquired Assets; and

(xi) all other assets and properties of PacifiCorp other than the Idaho Power Acquired Assets.

### 2.3 Assumed Obligations.

(a) Idaho Power Assumed Obligations. Effective as of the Effective Time, Idaho Power shall assume all Liabilities (other than the PacifiCorp Excluded Liabilities), solely to the extent applicable to any period after the Closing, related to, arising from, or associated with the Idaho Power Acquired Assets, to the extent of the respective Idaho Power Ownership Percentages therein (collectively, the “Idaho Power Assumed Obligations”).

(b) PacifiCorp Assumed Obligations. Effective as of the Effective Time, PacifiCorp shall assume all Liabilities (other than Idaho Power Excluded Liabilities), solely to the extent applicable to any period after the Closing, related to, arising from, or associated with the PacifiCorp Acquired Assets, to the extent of the respective PacifiCorp Ownership Percentages therein (collectively, the “PacifiCorp Assumed Obligations”).

### 2.4 Excluded Liabilities.

(a) Idaho Power Excluded Liabilities. Idaho Power shall retain and remain fully responsible for, and PacifiCorp does not assume and shall have no responsibility or Liability for, and will not be obligated to pay, perform, or otherwise discharge any of the following Liabilities of Idaho Power or its Affiliates or any present or former owner or operator thereof (collectively, the “Idaho Power Excluded Liabilities”):

(i) any Liabilities of Idaho Power to the extent related to any Idaho Power Excluded Assets or other assets which are not PacifiCorp Acquired Assets and the ownership, operation and conduct of any business in connection therewith or therefrom;

(ii) any Liabilities in respect of Taxes of Idaho Power or any Tax Affiliate of Idaho Power, or any liability of Idaho Power for unpaid Taxes of any Person under Treasury Regulation Section 1.1502-6 (or similar provision of state, local, or foreign law) as a transferee or successor, by contract or otherwise, including any Taxes relating to, pertaining to or arising from the PacifiCorp Acquired Assets for periods (or portions thereof) ending on or prior to the Closing Date, except for Taxes for which PacifiCorp is liable pursuant to Section 2.6;

(iii) any Liabilities in respect of any employees of Idaho Power or its Affiliates, including any obligations of Idaho Power for benefits, bonuses, wages, employment Taxes, or severance pay and any liability or obligations arising under any employee benefit plan;

(iv) any Liabilities relating to (A) the disposal, storage, transportation, discharge, Release, recycling, or the arrangement for such activities, by Idaho Power, of Hazardous Materials, and (B) Environmental Claims and requirements of Environmental Law with regard to Environmental Matters existing in the PacifiCorp Acquired Assets, in each case, prior to the Closing Date;

(v) any Liabilities relating to any properties (other than PacifiCorp Acquired Assets) formerly owned or operated by Idaho Power or its Affiliates or predecessors prior to the Closing Date;

(vi) any Liabilities related to real property upon which the PacifiCorp Acquired Assets are located, or to interests in real property (including, without limitation, easements, rights-of-way, permits, licenses and leases) related to the PacifiCorp Acquired Assets, except for amounts payable with respect to easements, rights-of-way, permits, licenses and leases related to the PacifiCorp Acquired Assets that relate to periods after the Closing Date;

(vii) any Liabilities arising from any Claim (including any workers compensation Claim) related to the PacifiCorp Acquired Assets which have arisen, been accrued or incurred, or are otherwise based on events taking place, prior to the Closing Date;

(viii) any Liabilities of Idaho Power arising under or in connection with this Agreement, any Related Document delivered in connection herewith, and any of the transactions contemplated hereby and thereby;

(ix) any Liabilities, including fines, penalties or costs imposed by a Governmental Entity, and the costs of any associated defense or response, with respect to any of the PacifiCorp Acquired Assets resulting from an investigation, proceeding, request for information or inspection before or by a Governmental Entity whether pending or commencing on, prior to or after the Closing Date, to the extent based on events or conditions occurring or existing in connection with, or arising out of, or otherwise relating to, the PacifiCorp Acquired Assets or the ownership, possession, use, operation, sale or other disposition thereof on or prior to the Closing Date (or any other assets, properties, rights or interests associated, at any time on or prior to the Closing Date, with the PacifiCorp Acquired Assets), or actions taken or omissions to act made on or prior to the Closing Date;

(x) any Liabilities relating to the PacifiCorp Acquired Assets (or any other assets, properties, rights or interests associated, at any time on or prior to the Closing Date, with the PacifiCorp Acquired Assets), to the extent based on events or conditions occurring or existing on or prior to the Closing Date and arising out of or relating to (A) any dispute arising out of or in connection with capacity of or energy provided or services rendered from the PacifiCorp Acquired Assets, including claims for refunds, personal injury or property damage, (B) claims relating to employee health and safety, including claims for injury, sickness, disease or death of any Person, (C) any lien described in clause (d) of the definition of Idaho Power Permitted Encumbrances or any unpaid sums for which any such liens shall have arisen, (D) claims by any Person utilized or retained for services or work related to or in support of the PacifiCorp Acquired Assets, or (E) compliance with any Governmental Requirements relating to any of the foregoing;

(xi) any Liabilities relating to, based in whole or in part on events or conditions occurring or existing in connection with, or arising out of, the PacifiCorp Acquired Assets as operated on

or prior to the Closing Date, or the design, construction, ownership, possession, use, or operation of the PacifiCorp Acquired Assets, on or before the Closing Date;

(xii) any Liabilities representing indebtedness for money borrowed (and any refinancing thereof); and

(xiii) all other pre-Closing Liabilities of Idaho Power, of whatever nature.

(b) PacifiCorp Excluded Liabilities. PacifiCorp shall retain and remain fully responsible for, and Idaho Power does not assume and shall have no responsibility or Liability for, and will not be obligated to pay, perform, or otherwise discharge any of the following Liabilities of PacifiCorp or its Affiliates or any present or former owner or operator thereof (collectively, the “PacifiCorp Excluded Liabilities”):

(i) any Liabilities of PacifiCorp to the extent related to any PacifiCorp Excluded Assets or other assets which are not Idaho Power Acquired Assets and the ownership, operation and conduct of any business in connection therewith or therefrom;

(ii) any Liabilities in respect of Taxes of PacifiCorp or any Tax Affiliate of PacifiCorp, or any liability of PacifiCorp for unpaid Taxes of any Person under Treasury Regulation Section 1.1502-6 (or similar provision of state, local, or foreign law) as a transferee or successor, by contract or otherwise, including any Taxes relating to, pertaining to or arising from the Idaho Power Acquired Assets for periods (or portions thereof) ending on or prior to the Closing Date, except for Taxes for which Idaho Power is liable pursuant to Section 2.6;

(iii) any Liabilities in respect of any employees of PacifiCorp or its Affiliates, including any obligations of PacifiCorp for benefits, bonuses, wages, employment Taxes, or severance pay and any liability or obligations arising under any employee benefit plan;

(iv) any Liabilities relating to (A) the disposal, storage, transportation, discharge, Release, recycling, or the arrangement for such activities, by PacifiCorp, of Hazardous Materials, and (B) Environmental Claims and requirements of Environmental Law with regard to Environmental Matters existing in the Idaho Power Acquired Assets, in each case, prior to the Closing Date;

(v) any Liabilities relating to any properties (other than Idaho Power Acquired Assets) formerly owned or operated by PacifiCorp or its Affiliates or predecessors prior to the Closing Date;

(vi) any Liabilities related to real property upon which the Idaho Power Assets are located, or to interests in real property (including, without limitation, easements, rights-of-way, permits, licenses and leases) related to the Idaho Power Acquired Assets, except for amounts payable with respect to easements, rights-of-way, permits, licenses and leases related to the Idaho Power Acquired Assets that relate to periods after the Closing Date;

(vii) any Liabilities arising from any Claim (including any workers compensation Claim) related to the Idaho Power Acquired Assets which have arisen, been accrued or incurred, or are otherwise based on events taking place, prior to the Closing Date;

(viii) any Liabilities of PacifiCorp arising under or in connection with this Agreement, any Related Document delivered in connection herewith, and any of the transactions contemplated hereby and thereby;

(ix) any Liabilities, including fines, penalties or costs imposed by a Governmental Entity, and the costs of any associated defense or response, with respect to any of the Idaho Power Acquired Assets resulting from an investigation, proceeding, request for information or inspection before or by a Governmental Entity whether pending or commencing on, prior to or after the Closing Date, to the extent based on events or conditions occurring or existing in connection with, or arising out of, or otherwise relating to, the Idaho Power Acquired Assets or the ownership, possession, use, operation, sale or other disposition thereof on or prior to the Closing Date (or any other assets, properties, rights or interests associated, at any time on or prior to the Closing Date, with the Idaho Power Acquired Assets), or actions taken or omissions to act made on or prior to the Closing Date;

(x) any Liabilities relating to the Idaho Power Acquired Assets (or any other assets, properties, rights or interests associated, at any time on or prior to the Closing Date, with the Idaho Power Acquired Assets), to the extent based on events or conditions occurring or existing on or prior to the Closing Date and arising out of or relating to (A) any dispute arising out of or in connection with capacity of or energy provided or services rendered from the Idaho Power Acquired Assets, including claims for refunds, personal injury or property damage, (B) claims relating to employee health and safety, including claims for injury, sickness, disease or death of any Person, (C) any lien described in clause (D) of the definition of PacifiCorp Permitted Encumbrances or any unpaid sums for which any such liens shall have arisen, (D) claims by any Person utilized or retained for services or work related to or in support of the Idaho Power Acquired Assets, or (E) compliance with any Governmental Requirements relating to any of the foregoing;

(xi) any Liabilities relating to, based in whole or in part on events or conditions occurring or existing in connection with, or arising out of, the Idaho Power Acquired Assets as operated on or prior to the Closing Date, or the design, construction, ownership, possession, use, or operation of the Idaho Power Acquired Assets, on or before the Closing Date;

(xii) any Liabilities representing indebtedness for money borrowed (and any refinancing thereof); and

(xiii) all other pre-Closing Liabilities of PacifiCorp, of whatever nature.

## 2.5 Purchase Price; Net Book Value True-up; Audit Rights; Section 1031 Exchange.

(a) Idaho Power Purchase Price. The purchase price to be paid by Idaho Power to PacifiCorp under this Agreement is an amount equal to the PacifiCorp Net Book Value of the Idaho Power Acquired Assets as of December 31, 2014 (the "Idaho Power Purchase Price"). The Idaho Power Purchase Price, subject to Sections 2.5(c) and 2.5(d), is the total consideration to be paid by Idaho Power to PacifiCorp at Closing for the Idaho Power Acquired Assets. Not less than two (2) Business Days before the Closing Date, or at such other time as may be mutually agreed upon by the Parties in writing, PacifiCorp shall deliver to Idaho Power a written notice setting forth PacifiCorp's good faith estimate of the Idaho Power Purchase Price. The notice provided under this Section 2.5(a) shall provide sufficient

detail on the calculation of the Idaho Power Purchase Price reasonably to permit an audit of such Purchase Price subsequent to Closing in accordance with Section 2.5(d) hereof.

(b) PacifiCorp Purchase Price. The purchase price to be paid by PacifiCorp to Idaho Power under this Agreement is an amount equal to the Idaho Power Net Book Value of the PacifiCorp Acquired Assets as of December 31, 2014 (the “PacifiCorp Purchase Price”). The PacifiCorp Purchase Price, subject to Sections 2.5(c) and 2.5(d), is the total consideration to be paid by PacifiCorp to Idaho Power at Closing for the PacifiCorp Acquired Assets. Not less than two (2) Business Days before the Closing Date, or at such other time as may be mutually agreed upon by the Parties in writing, Idaho Power shall deliver to PacifiCorp a written notice setting forth Idaho Power’s good faith estimate of the PacifiCorp Purchase Price. The notice provided under this Section 2.5(b) shall provide sufficient detail on the calculation of the PacifiCorp Purchase Price reasonably to permit an audit of such Purchase Price subsequent to Closing in accordance with Section 2.5(d) hereof.

(c) Purchase Price Netting. At Closing, due to the differing values in the Purchase Price for each Party, the Idaho Power Purchase Price shall be netted against the PacifiCorp Purchase Price and the Party whose Purchase Price pursuant to Section 2.5(a) or Section 2.5(b) is greater shall pay the difference between the two Purchase Prices to the other Party by wire transfer in immediately available funds, in the lawful currency of the United States, to an account or accounts designated by the other Party.

(d) Net Book Value True-up; Audit Rights.

(i) Net Book Value True-up. Not later than one hundred eighty (180) days after the Closing, (A) Idaho Power shall deliver to PacifiCorp a written notice setting forth (1) the Idaho Power Net Book Value, as of the Closing Date, of any Idaho Power Planned Improvements or Idaho Power Extraordinary Items placed in service during the period from January 1, 2015 to the Closing Date (the “Net Book Value True-up Period”), and (2) the Idaho Power Net Book Value, as of the Closing Date, of any PacifiCorp Acquired Assets affected by Casualty Loss or removed from service or retired by Idaho Power in the ordinary course of its utility operations during the Net Book Value True-up Period, along with any resulting adjustment to be made to the PacifiCorp Purchase Price (the “Idaho Power Net Book Value True-up Notice”), and (B) PacifiCorp shall deliver to Idaho Power a written notice setting forth the (1) PacifiCorp Net Book Value, as of the Closing Date, of any PacifiCorp Planned Improvements or PacifiCorp Extraordinary Items placed in service during the Net Book Value True-up Period, and (2) the PacifiCorp Net Book Value, as of the Closing Date, of any Idaho Power Acquired Assets affected by Casualty Loss or removed from service or retired by PacifiCorp in the ordinary course of its utility operations during the Net Book Value True-up Period, along with any resulting adjustment to be made to the Idaho Power Purchase Price (the “PacifiCorp Net Book Value True-up Notice”). Not more than five (5) Business Days after delivery of the later of the Idaho Power Net Book Value True-up Notice or the PacifiCorp Net Book Value True-up Notice, the Parties shall net the costs set forth in the respective Net Book Value True-up Notices and the Party whose Net Book Value True-up Notice identifies the higher amount shall receive from the other Party a payment of the difference by wire transfer in immediately available funds, in the lawful currency of the United States, to an account or accounts designated by such Party.

(ii) Audit Rights. Not more than one hundred eighty (180) days after delivery of the PacifiCorp Net Book Value True-Up Notice, Idaho Power may, at its own cost, at any time during normal business hours and with reasonable notice of not less than thirty (30) days to PacifiCorp, audit the

books and records of PacifiCorp and any of its Affiliates related to the Idaho Power Acquired Assets (the “PacifiCorp Cost Records”) to the extent reasonably related to the calculations of (A) the PacifiCorp Net Book Value of the Idaho Power Acquired Assets or (B) the PacifiCorp Net Book Value of any PacifiCorp Planned Improvements or PacifiCorp Extraordinary Items or items affected by Casualty Loss or removed from service by PacifiCorp during the Net Book Value True-Up Period in connection with the Idaho Power Acquired Assets (the “PacifiCorp Costs”). Not more than one hundred eighty (180) days after delivery of the Idaho Power Net Book Value True-Up Notice, PacifiCorp may, at its own cost, at any time during normal business hours and with reasonable notice of not less than ten (10) Business Days to Idaho Power, audit the books and records of Idaho Power and any of its Affiliates related to the PacifiCorp Acquired Assets (“Idaho Power Cost Records”) to the extent reasonably related to the calculations of (A) the Idaho Power Net Book Value of the PacifiCorp Acquired Assets or (B) the Idaho Power Net Book Value of any Idaho Power Planned Improvements or Idaho Power Extraordinary Items or items affected by Casualty Loss or removed from service by Idaho Power during the Net Book Value True-Up Period in connection with the PacifiCorp Acquired Assets (the “Idaho Power Costs”).

(iii) If any audit conducted pursuant to Section 2.5(d)(ii) discloses that the actual Idaho Power Costs differ from the Idaho Power Net Book Value used for determining the PacifiCorp Purchase Price pursuant to this Section 2.5, or that the actual PacifiCorp Costs differ from the PacifiCorp Net Book Value used for determining the Idaho Power Purchase Price pursuant to this Section 2.5, then the Party conducting such audit shall notify the other Party in writing of such difference (the “Disputed Costs Notice”). The Parties shall attempt, in good faith and for not less than thirty (30) days following the Disputed Costs Notice (or such longer period as the Parties may mutually agree in writing), to reach agreement on the actual Idaho Power Purchase Price and the PacifiCorp Purchase Price, as applicable, and to adjust the applicable Purchase Price paid under this Section 2.5 to reflect such agreement.

(iv) If the Parties are unable to reach agreement under Section 2.5(d)(iii), then the Parties shall retain an Independent Accounting Firm to audit the PacifiCorp Costs or the Idaho Power Costs, as applicable, to determine the Idaho Power Purchase Price or the PacifiCorp Purchase Price, as applicable. The decision of the Independent Accounting Firm shall be binding upon the Parties and final and the consideration provided pursuant to this Section 2.5 shall be adjusted to reflect the results of the Independent Accounting Firm’s determination. Each Party shall be liable for fifty percent (50%) of the Independent Accounting Firm’s charges.

(v) Each Party shall, and shall cause any of its relevant Affiliates to, keep and maintain all such Idaho Power Cost Records or PacifiCorp Cost Records, as applicable, to the extent reasonably related to the determination of the Idaho Power Costs or the PacifiCorp Costs, as applicable, and make such records available to the other Party and, if applicable, the Independent Accounting Firm, in accordance with the terms of this Agreement. The Party requesting the audit shall reimburse one hundred percent (100%) of all reasonable costs and expenses (including internal costs and expenses) incurred by or on behalf of the other Party and any of its Affiliates in complying with the provisions of this Section 2.5(d)(v), provided that each Party shall be liable for fifty percent (50%) of any such costs incurred by either Party and its Affiliates in complying with a request by the Independent Accounting Firm.

(vi) The allocation of costs incurred by a Party with respect to any PacifiCorp Planned Improvements or PacifiCorp Extraordinary Items, or any Idaho Power Planned Improvements or Idaho Power Extraordinary Items, in each case, that are not placed in service on or prior to the Closing

Date shall be governed by the Joint Ownership and Operating Agreement, and there shall be no adjustment of either Purchase Price with respect to such costs.

(e) Section 1031 Exchange.

(i) The Parties desire and intend that the purchase and sale of the PacifiCorp Acquired Assets and the Idaho Power Acquired Assets provided for under this Agreement will satisfy the requirements of a like-kind exchange. Each of the transfers necessary to complete the exchange is part of an integrated, interdependent, mutual and reciprocal plan intended to effectuate a tax-deferred exchange by PacifiCorp and Idaho Power of like-kind properties pursuant to and in accordance with the provisions of Code Section 1031, and the Treasury Regulations promulgated thereunder.

(ii) Prior to the Closing, the Parties shall allocate the Idaho Power Purchase Price and the PacifiCorp Purchase Price among the Idaho Power Acquired Assets and the PacifiCorp Acquired Assets under this Agreement in accordance with Exhibit A, which Exhibit identifies the various Idaho Power Equipment, PacifiCorp Equipment and Existing Joint Equipment as either transmission or substation property to determine like-kind characterization pursuant to Code Section 1031.

2.6 Tax Prorations.

(a) Idaho Power Acquired Assets. All property Taxes and pre-paid expenses, in each case, to the extent relating to the Idaho Power Acquired Assets, will be prorated as of the Effective Time, with PacifiCorp liable to the extent such items relate to any period prior to the Effective Time, and PacifiCorp and Idaho Power each liable to the extent such items relate to any period from and after the Effective Time in accordance with their respective Ownership Percentages.

(b) PacifiCorp Acquired Assets. All property Taxes and pre-paid expenses, in each case, to the extent relating to the PacifiCorp Acquired Assets, will be prorated as of the Effective Time, with Idaho Power liable to the extent such items relate to any period prior to the Effective Time, and PacifiCorp and Idaho Power each liable to the extent such items relate to any period from and after the Effective Time in accordance with their respective Ownership Percentages.

(c) Property Tax Proration Calculations. The collective amount of property Taxes to be prorated in Sections 2.6(a) and 2.6(b) will be calculated by (i) Idaho Power, with respect to the PacifiCorp Acquired Assets, and (ii) PacifiCorp, with respect to the Idaho Power Acquired Assets, in each case, on a state specific basis by multiplying the Idaho Power Net Book Value of the PacifiCorp Acquired Assets or the PacifiCorp Net Book Value of the Idaho Power Acquired Assets, as applicable, by an assessment ratio and then by a composite statewide property Tax rate. The applicable assessment ratio will be calculated by dividing the applicable Net Book Value of all state assessed property by the assessed value of such property prior to any adjustment for state specific exemptions. The applicable statewide property Tax rate will be calculated by dividing the amount of property Taxes paid for state assessed property for the most recent year by the corresponding assessed value of state assessed property.

(d) Transfer Taxes. The aggregate amount of all Transfer Taxes, if any, to the extent relating to the PacifiCorp Acquired Assets and the Idaho Power Acquired Assets will be shared equally by the Parties. Idaho Power will file, to the extent required by applicable Governmental Requirements, all necessary Tax Returns and other documentation with respect to all such Transfer Taxes relating to the

PacifiCorp Acquired Assets, and if required by applicable Governmental Requirements, PacifiCorp will join in the execution of any such Tax Returns or other documentation, provided that PacifiCorp shall first have an opportunity to review and approve (such approval not to be unreasonably withheld) such Tax Returns. PacifiCorp will file, to the extent required by applicable Governmental Requirements, all necessary Tax Returns and other documentation with respect to all such Transfer Taxes relating to the Idaho Power Acquired Assets, and if required by applicable Governmental Requirements, Idaho Power will join in the execution of any such Tax Returns or other documentation, provided that Idaho Power shall first have an opportunity to review and approve (such approval not to be unreasonably withheld) such Tax Returns. Not later than sixty (60) days after the Closing, each Party shall provide the other Party with copies of all such Tax Returns, other documentation and payments with respect to all such Transfer Taxes. Each Party shall notify the other Party promptly after notice or commencement of an examination, audit or other proceeding by a Governmental Entity with respect to such Transfer Taxes and shall provide copies of all pertinent audit papers reasonably requested by such Party.

2.7 Time and Place of Closing. Unless this Agreement is terminated early in accordance with Section 5.1, and upon the terms and subject to the satisfaction of the conditions contained in Section 2.9 (or waiver thereof as provided therein), the closing of purchase and sale of the PacifiCorp Acquired Assets and the Idaho Power Acquired Assets and assumption by PacifiCorp of the PacifiCorp Assumed Obligations and the assumption by Idaho Power of the Idaho Power Assumed Obligations (the “Closing”) will take place electronically (by exchange of PDF signatures) or, at the election of the Parties, at the offices of Troutman Sanders LLP, 805 SW Broadway, Suite 1560, Portland, Oregon 97205, at 10:00 a.m., Pacific time, on the second (2nd) Business Day following the date on which the conditions set forth in Section 2.9 (other than conditions to be satisfied by deliveries at the Closing) have been satisfied or waived, or at such other place and time as the Parties may mutually agree in writing. The date on which the Closing occurs is referred to herein as the “Closing Date.” The purchase and sale of the PacifiCorp Acquired Assets and the Idaho Power Acquired Assets and the assumption by PacifiCorp of the PacifiCorp Assumed Obligations and the assumption by Idaho Power of the Idaho Power Assumed Obligations will be effective as of 12:00:01 a.m., Pacific time on the Closing Date (the “Effective Time”).

## 2.8 Closing Deliverables.

(a) Deliveries by Idaho Power. At or prior to the Closing, Idaho Power will deliver to PacifiCorp, each of the following:

(i) a bill of sale for the PacifiCorp Acquired Assets in the form attached hereto as Exhibit B-1 with the appropriate equipment lists developed pursuant to Section 4.8 inserted in schedule 1 thereto (the “Idaho Power Bill of Sale”), duly executed by Idaho Power;

(ii) a certificate duly executed by an authorized officer or representative of Idaho Power, dated as of the Closing Date, certifying that each of the conditions set forth in Section 2.9(b)(i) and Section 2.9(b)(ii) has been satisfied as of the Closing Date;

(iii) copies of all Idaho Power Required Regulatory Approvals and any other consents, waivers or approvals obtained by Idaho Power from third parties in connection with this Agreement and the Transaction;

(iv) all such other instruments of assignment or conveyance properly executed and acknowledged by Idaho Power in customary form as are reasonably requested by PacifiCorp in order to transfer to and vest in PacifiCorp PacifiCorp's Ownership Percentages in all of Idaho Power's right, title and interest in, to and under the PacifiCorp Acquired Assets in accordance with this Agreement;

(v) evidence reasonably satisfactory to PacifiCorp of the costs incurred by Idaho Power, as of the Closing Date, with respect to Idaho Power Planned Improvements and Idaho Power Extraordinary Items not placed in service as of the Closing Date; and

(vi) any other documents or instruments reasonably required by PacifiCorp to consummate the Transaction and reasonably requested of Idaho Power prior to the Closing Date.

(b) Deliveries by PacifiCorp. At or prior to the Closing, PacifiCorp will deliver to Idaho Power, each of the following:

(i) a bill of sale for the Idaho Power Acquired Assets in the form attached hereto as Exhibit B-2 with the appropriate equipment lists developed pursuant to Section 4.8 inserted in schedule 1 thereto (the "PacifiCorp Bill of Sale"), duly executed by PacifiCorp;

(ii) a certificate duly executed by an authorized officer or representative of PacifiCorp, dated as of the Closing Date, certifying that each of the conditions set forth in Section 2.9(a)(i) and Section 2.9(a)(ii) has been satisfied as of the Closing Date;

(iii) copies of all PacifiCorp Required Regulatory Approvals and any other consents, waivers or approvals obtained by PacifiCorp from third parties in connection with this Agreement and the Transaction;

(iv) all such other instruments of assignment or conveyance properly executed and acknowledged by PacifiCorp in customary form as are reasonably requested by Idaho Power in order to transfer to and vest in Idaho Power Idaho Power's Ownership Percentages in all of PacifiCorp's right, title and interest in, to and under the Idaho Power Acquired Assets in accordance with this Agreement;

(v) evidence reasonably satisfactory to Idaho Power of the costs incurred by PacifiCorp, as of the Closing Date, with respect to PacifiCorp Planned Improvements and PacifiCorp Extraordinary Items not placed in service as of the Closing Date; and

(vi) any other documents or instruments reasonably required by Idaho Power to consummate the Transaction and reasonably requested of PacifiCorp prior to the Closing Date.

## 2.9 Conditions Precedent to Closing.

(a) Idaho Power's Conditions Precedent. Idaho Power's obligation to sell and transfer to PacifiCorp the PacifiCorp Acquired Assets, to purchase and accept from PacifiCorp the Idaho Power Acquired Assets, and to take the other actions required to be taken by Idaho Power at the Closing are subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived, in whole or in part, by Idaho Power in writing):

(i) Accuracy of Representations. Except as provided in Section 4.6, all representations and warranties made in this Agreement by PacifiCorp that are qualified with respect to materiality (whether by reference to Material Adverse Effect or otherwise) are true and correct, and all representations and warranties made in this Agreement by PacifiCorp that are not so qualified are true and correct in all material respects, in each case, as of the Closing Date by reference to the facts and circumstances then existing;

(ii) PacifiCorp's Performance. PacifiCorp shall have complied in all material respects with all covenants and agreements made by it in Article IV to be performed prior to Closing;

(iii) Delivery of Documents. Each document and other item required to be delivered by PacifiCorp pursuant to Section 2.8(b) shall have been delivered to Idaho Power;

(iv) Required Regulatory Approvals. All Required Regulatory Approvals shall have been obtained and be in full force and effect, and shall be in form and substance, including the terms and conditions thereof, acceptable to Idaho Power in its sole discretion (provided that any condition in a Required Regulatory Approval requiring that a Party file any Related Document in executed form with a Governmental Entity shall be deemed acceptable to Idaho Power and shall not cause the condition in this Section 2.9(a)(iv) to not be satisfied);

(v) No Prohibition. Neither the consummation nor the performance of the Transaction shall, directly or indirectly (with or without notice or lapse of time), materially contravene, or conflict with, or result in a material violation of, any Governmental Requirement or Governmental Authorization applicable to the PacifiCorp Acquired Assets or Idaho Power or any of its Affiliates;

(vi) No Injunction. No litigation or injunction shall be pending, threatened or reasonably likely to be commenced or issued (A) involving any challenge to, or seeking damages or other relief in connection with the Transaction, (B) that may have the effect of preventing, delaying, making illegal, or otherwise interfering with the Transaction, or (C) imposing or seeking to impose material damages or sanctions directly arising out of the Transaction on Idaho Power or any of its Affiliates;

(vii) No Casualty Loss. Since the Effective Date, no Casualty Loss shall have occurred having a Restoration Cost in excess of five million dollars (\$5,000,000.00).

(viii) Release of Liens. PacifiCorp shall have received all releases of liens and other Encumbrances, other than PacifiCorp Permitted Encumbrances and the lien of the PacifiCorp Mortgage on the Idaho Power Acquired Assets, which lien will be released after Closing in accordance with Section 2.10(b), from lenders or other parties applicable to the Idaho Power Acquired Assets in form and substance reasonably satisfactory to Idaho Power;

(ix) No Material Adverse Effect. Since the Effective Date, no Material Adverse Effect on Idaho Power or any of its Affiliates shall have occurred and be continuing;

(x) Firm Transmission Service Agreements. The Firm Transmission Service Agreements shall have been executed and delivered by the Parties;

(xi) Amended and Restated Legacy Agreements. Each of the Amended and Restated Legacy Agreements shall have been executed and delivered by the Parties;

(xii) Effectiveness of Agreements. Each of the Joint Ownership and Operating Agreement, the Amended and Restated Legacy Agreements and the Termination Agreement shall be in full force and effect (subject only to the condition precedent of the occurrence of the Closing);

(xiii) Release Agreement. PacifiCorp shall have executed a release agreement in form and substance acceptable to Idaho Power with respect to claims arising under the Terminated Legacy Agreements prior to the Closing Date, which agreement shall include any agreed-upon exceptions to such release; and

(xiv) Joint Ownership and Operating Agreement Exhibit Updates. Exhibits A, B, C, and F to the Joint Ownership and Operating Agreement shall have been updated, in form and substance acceptable to Idaho Power, to accurately reflect the information contained therein as of the Closing.

(b) PacifiCorp's Conditions Precedent. PacifiCorp's obligations to sell and transfer to Idaho Power the Idaho Power Acquired Assets, to purchase and accept from Idaho Power the PacifiCorp Acquired Assets, and to take the other actions required to be taken by PacifiCorp at the Closing are subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived, in whole or in part, by PacifiCorp in writing):

(i) Accuracy of Representations. Except as provided in Section 4.6, all representations and warranties made in this Agreement by Idaho Power that are qualified with respect to materiality (whether by reference to Material Adverse Effect or otherwise) are true and correct, and all representations and warranties made in this Agreement by Idaho Power that are not so qualified are true and correct in all material respects, in each case, as of the Closing Date by reference to the facts and circumstances then existing;

(ii) Idaho Power's Performance. Idaho Power shall have complied in all material respects with all covenants and agreements made by it in Article IV to be performed prior to Closing;

(iii) Delivery of Documents. Each document and other item required to be delivered by Idaho Power pursuant to Section 2.8(a) shall have been delivered to PacifiCorp;

(iv) Required Regulatory Approvals. All Required Regulatory Approvals shall have been obtained and be in full force and effect, and shall be in form and substance, including the terms and conditions thereof, acceptable to PacifiCorp in its sole discretion (provided that any condition in a Required Regulatory Approval requiring that a Party file any Related Document in executed form with a Governmental Entity shall be deemed acceptable to PacifiCorp and shall not cause the condition in this Section 2.9(b)(iv) to not be satisfied);

(v) No Prohibition. Neither the consummation nor the performance of the Transaction shall, directly or indirectly (with or without notice or lapse of time), materially contravene, or conflict with, or result in a material violation of, any Governmental Requirement or Governmental Authorization applicable to the Idaho Power Acquired Assets or PacifiCorp or any of its Affiliates;

(vi) No Injunction. No litigation or injunction shall be pending, threatened or reasonably likely to be commenced or issued (A) involving any challenge to, or seeking damages or other

relief in connection with the Transaction, (B) that may have the effect of preventing, delaying, making illegal, or otherwise interfering with the Transaction, or (C) imposing or seeking to impose material damages or sanctions directly arising out of the Transaction on PacifiCorp or any of its Affiliates;

(vii) No Casualty Loss. Since the Effective Date, no Casualty Loss shall have occurred having a Restoration Cost in excess of five million dollars (\$5,000,000.00).

(viii) Release of Liens. Idaho Power shall have received all releases of liens and other Encumbrances, other than Idaho Power Permitted Encumbrances and the lien of the Idaho Power Mortgage on the PacifiCorp Acquired Assets, which lien will be released after Closing in accordance with Section 2.10(a), from lenders or other parties applicable to the PacifiCorp Acquired Assets in form and substance reasonably satisfactory to PacifiCorp;

(ix) No Material Adverse Effect. Since the Effective Date, no Material Adverse Effect on PacifiCorp or any of its Affiliates shall have occurred and be continuing;

(x) Firm Transmission Service Agreements. The Firm Transmission Service Agreements shall have been executed and delivered by the Parties;

(xi) Amended and Restated Legacy Agreements. Each of the Amended and Restated Legacy Agreements shall have been executed and delivered by the Parties;

(xii) Effectiveness of Agreements. Each of the Joint Ownership and Operating Agreement, the Amended and Restated Legacy Agreements and the Termination Agreement shall be in full force and effect (subject only to the condition precedent of the occurrence of the Closing);

(xiii) PacifiCorp Transmission Service Requests. PacifiCorp shall have received evidence reasonably satisfactory to it that Idaho Power has satisfied requirements established by Idaho Power's OATT with respect to, and timely processed PacifiCorp's request for, 510MW of long-term firm point-to-point transmission service on Idaho Power's transmission system;

(xiv) Idaho Power 230kV Upgrades. PacifiCorp shall have received evidence reasonably satisfactory to it that Idaho Power has ordered the transformer for, and entered into all necessary construction agreements with respect to, the 230kV Upgrades that are required to provide PacifiCorp with 510MW of long-term firm point-to-point transmission service on Idaho Power's transmission system;

(xv) Release Agreement. Idaho Power shall have executed a release agreement in form and substance acceptable to PacifiCorp with respect to claims arising under the Terminated Legacy Agreements prior to the Closing Date, which agreement shall include any agreed-upon exceptions to such release; and

(xvi) Joint Ownership and Operating Agreement Exhibit Updates. Exhibits A, B, C and F to the Joint Ownership and Operating Agreement shall have been updated, in form and substance acceptable to PacifiCorp, to accurately reflect the information contained therein as of the Closing.

## 2.10 Release of Mortgage Liens or other Encumbrances.

(a) As soon as reasonably practicable following the Closing, but in any event, not later than thirty (30) days after the Closing Date, Idaho Power will obtain a release of the lien of the Idaho Power Mortgage on the PacifiCorp Acquired Assets. The release shall be in form and substance reasonably acceptable to PacifiCorp and Idaho Power will promptly provide a copy of such release to PacifiCorp.

(b) As soon as reasonably practicable following the Closing, but in any event, not later than thirty (30) days after the Closing Date, PacifiCorp will obtain a release of the lien of the PacifiCorp Mortgage on the Idaho Power Acquired Assets. The release shall be in form and substance reasonably acceptable to Idaho Power and PacifiCorp will promptly provide a copy of such release to Idaho Power.

(c) The obligations under this Section 2.10 shall continue in full force and effect notwithstanding the occurrence of the Closing.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES**

3.1 Representations and Warranties of Idaho Power. Idaho Power represents and warrants to PacifiCorp as follows:

(a) Idaho Power is a corporation duly formed, validly existing and in good standing under the laws of the State of Idaho.

(b) Idaho Power has all necessary corporate power and authority to execute and deliver this Agreement and each Related Document to which it will be a party and to perform its obligations under this Agreement and each such Related Document, and the execution and delivery of this Agreement and each Related Document to which it will be a party and the performance by it of this Agreement and each such Related Document have been duly authorized by all necessary corporate action on its part

(c) Subject to the receipt of the Idaho Power Required Regulatory Approvals, the execution and delivery of this Agreement by Idaho Power and each Related Document to which it will be party and the performance by it of this Agreement and each such Related Document, and the consummation of the Transaction, do not and will not: (i) violate its organizational documents; (ii) violate any Governmental Requirements applicable to it; or (iii) result in a breach of or constitute a default, or an event which, with the passage of time or the giving of notice, or both, would become a default, under any material Contract relating to the PacifiCorp Acquired Assets to which Idaho Power is a party or by which the PacifiCorp Acquired Assets may be bound.

(d) This Agreement has been, and each Related Document to which Idaho Power will be a party will be, duly and validly executed and delivered by Idaho Power and, constitutes, or will constitute upon execution, its legal, valid and binding obligation enforceable against it in accordance with its terms, except as the same may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and by principles of equity regardless of whether such principles are considered in a proceeding at law or in equity.

(e) Except for the Idaho Power Required Regulatory Approvals, no material consent or approval of, filing with or notice to, any Governmental Entity or other Person by Idaho Power is

required in connection with the due execution and delivery of, and, except with respect to the Joint Ownership and Operating Agreement and the Amended and Restated Legacy Agreements, performance by Idaho Power of its obligations under, this Agreement and each Related Document to which it is a party, and the consummation of the Transaction.

(f) Except as disclosed in Schedule 3.1(f), there are no material Liabilities related to the PacifiCorp Acquired Assets, whether or not required by GAAP to be disclosed in a balance sheet, other than the lien of the Idaho Power Mortgage on the PacifiCorp Acquired Assets, which lien will be released after Closing in accordance with Section 2.10(a) hereof. Except as set forth on Schedule 3.1(f), Idaho Power does not have any obligations (absolute or contingent) related to the PacifiCorp Acquired Assets to provide funds on behalf of, or to guarantee any debt, liability or obligation of, any Person.

(g) Except as set forth on Schedule 3.1(g), Idaho Power has good and marketable title to the PacifiCorp Acquired Assets and there exist no Encumbrances (other than Idaho Power Permitted Encumbrances and the lien of the Idaho Power Mortgage on the PacifiCorp Acquired Assets, which lien will be released after Closing in accordance with Section 2.10(a) hereof) applicable to the PacifiCorp Acquired Assets that would restrict the ownership, use or operation of the PacifiCorp Acquired Assets (as the PacifiCorp Acquired Assets are reasonably expected to be operated in accordance with the provisions of the Joint Ownership and Operating Agreement on the Closing Date).

(h) Environmental.

(i) Except as set forth on Schedule 3.1(h)(i) and except as to matters that would not reasonably be expected to have a Material Adverse Effect on PacifiCorp, with respect to the PacifiCorp Acquired Assets, (A) to Idaho Power's Knowledge, Idaho Power is in compliance with all applicable Environmental Laws, (B) to Idaho Power's Knowledge, Idaho Power possesses all Environmental Permits required under Environmental Laws for the operation of the PacifiCorp Acquired Assets (as the PacifiCorp Acquired Assets are reasonably expected to be operated in accordance with the provisions of the Joint Ownership and Operating Agreement on the Closing Date) and is in compliance with such Environmental Permits; and (C) Idaho Power has received no written notice that any Environmental Permit required under Environmental Laws for the operation of the PacifiCorp Acquired Assets is subject to termination, modification or revocation.

(ii) Except as set forth on Schedule 3.1(h)(ii) and except as to matters that would not reasonably be expected to have a Material Adverse Effect on PacifiCorp, to Idaho Power's Knowledge, neither Idaho Power nor any Affiliate of Idaho Power has received, within the five (5) years preceding the Effective Date, any written notice, report, request for information or other information regarding any actual or alleged violation of Environmental Laws or any Liabilities or potential Liabilities, including any investigatory, remedial or corrective obligations relating to the operation of the PacifiCorp Acquired Assets or the real property upon which the PacifiCorp Acquired Assets are located, arising under or relating to Environmental Laws or regarding Hazardous Materials.

(iii) Except as set forth on Schedule 3.1(h)(iii) and except as to matters that would not reasonably be expected to have a Material Adverse Effect on PacifiCorp, (A) to Idaho Power's Knowledge, Idaho Power has not caused any Release, and there is and has been no other Release from, in, on, beneath, or affecting the PacifiCorp Acquired Assets or the real property upon which the PacifiCorp Acquired Assets are located that could form a basis for an Environmental Claim, and (B) within the five

(5) years preceding the Effective Date, to Idaho Power's Knowledge, Idaho Power has not received written notice of any Environmental Claims relating to the PacifiCorp Acquired Assets or the real property upon which the PacifiCorp Acquired Assets are located that have not been fully and finally resolved and, to Idaho Power's Knowledge, no such Environmental Claims are pending or threatened against Idaho Power.

(iv) Except as set forth on Schedule 3.1(h)(iv) and except as to matters that would not reasonably be expected to have a Material Adverse Effect on PacifiCorp, to Idaho Power's Knowledge, there are and have been no underground storage tanks, and there are no asbestos-containing building materials or poly-chlorinated biphenyls owned, leased, used, operated or maintained by Idaho Power or, to Idaho Power's Knowledge, otherwise located on the real property upon which the PacifiCorp Acquired Assets are located.

(v) Except as set forth on Schedule 3.1(h)(v) and except as to matters that would not reasonably be expected to have a Material Adverse Effect on PacifiCorp, to Idaho Power's Knowledge, within the five (5) years preceding the Effective Date, Idaho Power has not assumed or retained, by contract or operation of law, any obligation under any Environmental Law or concerning any Hazardous Materials relating to the PacifiCorp Acquired Assets or the real property upon which the PacifiCorp Acquired Assets are located.

(i) No broker, finder, or other Person is entitled to any brokerage fees, commissions, or finder's fees for which PacifiCorp could become liable or obligated in connection with the Transaction by reason of any action taken by Idaho Power or its Affiliates.

(j) Except as set forth in Schedule 3.1(j), Idaho Power does not own, or directly license from a third party, any Intellectual Property used in or necessary for the ownership, use and operation of the PacifiCorp Acquired Assets (as the PacifiCorp Acquired Assets are reasonably expected to be operated in accordance with the provisions of the Joint Ownership and Operating Agreement on the Closing Date) in accordance with Good Utility Practice and Governmental Requirements, that is not part of the PacifiCorp Acquired Assets.

3.2 Representations and Warranties of PacifiCorp. PacifiCorp represents and warrants to Idaho Power as follows:

(a) PacifiCorp is a corporation duly formed and validly existing under the laws of the State of Oregon.

(b) PacifiCorp has all necessary corporate power and authority to execute and deliver this Agreement and each Related Document to which it will be a party and to perform its obligations under this Agreement and each such Related Document, and the execution and delivery of this Agreement and each Related Document to which it will be a party and the performance by it of this Agreement and each such Related Document have been duly authorized by all necessary corporate action on its part.

(c) Subject to receipt of the PacifiCorp Required Regulatory Approvals, the execution and delivery of this Agreement by PacifiCorp and each Related Document to which it will be party and the performance by it of this Agreement and each such Related Document, and the consummation of the Transaction, do not and will not: (i) violate its organizational documents; (ii) violate any Governmental Requirements applicable to it; or (iii) result in a breach of or constitute a default, or an event which, with

the passage of time or the giving of notice, or both, would become a default, under any material Contract relating to the Idaho Power Acquired Assets to which PacifiCorp is a party or by which the Idaho Power Acquired Assets may be bound.

(d) This Agreement has been, and each Related Document to which PacifiCorp will be a party will be, duly and validly executed and delivered by PacifiCorp and, constitutes, or will constitute upon execution, its legal, valid and binding obligation enforceable against it in accordance with its terms, except as the same may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and by principles of equity regardless of whether such principles are considered in a proceeding at law or in equity.

(e) Except for the PacifiCorp Required Regulatory Approvals, no material consent or approval of, filing with or notice to, any Governmental Entity or other Person by PacifiCorp is required in connection with the due execution and delivery of, and, except with respect to the Joint Ownership and Operating Agreement and the Amended and Restated Legacy Agreements, performance by PacifiCorp of its obligations under, this Agreement and each Related Document to which it is a party, and the consummation of the Transaction.

(f) Except as disclosed in Schedule 3.2(f), there are no material Liabilities related to the Idaho Power Acquired Assets, whether or not required by GAAP to be disclosed in a balance sheet, other than the lien of the PacifiCorp Mortgage on the Idaho Power Acquired Assets, which lien will be released after Closing in accordance with Section 2.10(b) hereof. Except as set forth on Schedule 3.2(f), PacifiCorp does not have any obligations (absolute or contingent) related to the Idaho Power Acquired Assets to provide funds on behalf of, or to guarantee any debt, liability or obligation of, any Person.

(g) Except as set forth on Schedule 3.2(g), PacifiCorp has good and marketable title to the Idaho Power Acquired Assets and there exist no Encumbrances (other than PacifiCorp Permitted Encumbrances and the lien of the PacifiCorp Mortgage on the Idaho Power Acquired Assets, which lien will be released after Closing in accordance with Section 2.10(b) hereof) applicable to the Idaho Power Acquired Assets that would restrict the ownership, use or operation of the Idaho Power Acquired Assets (as the Idaho Power Acquired Assets are reasonably expected to be operated in accordance with the provisions of the Joint Ownership and Operating Agreement on the Closing Date).

(h) Environmental.

(i) Except as set forth on Schedule 3.2(h)(i) and except as to matters that would not reasonably be expected to have a Material Adverse Effect on Idaho Power, with respect to the Idaho Power Acquired Assets, (A) to PacifiCorp's Knowledge, PacifiCorp is in compliance with all applicable Environmental Laws, (B) to PacifiCorp's Knowledge, PacifiCorp possesses all Environmental Permits required under Environmental Laws for the operation of the Idaho Power Acquired Assets (as the Idaho Power Acquired Assets are reasonably expected to be operated in accordance with the provisions of the Joint Ownership and Operating Agreement on the Closing Date) and is in compliance with such Environmental Permits; and (C) PacifiCorp has received no written notice that any Environmental Permit required under Environmental Laws for the operation of the Idaho Power Acquired Assets is subject to termination, modification or revocation.

(ii) Except as set forth on Schedule 3.2(h)(ii) and except as to matters that would not reasonably be expected to have a Material Adverse Effect on Idaho Power, to PacifiCorp's Knowledge, neither PacifiCorp nor any Affiliate of PacifiCorp has received, within the five (5) years preceding the Effective Date, any written notice, report, request for information or other information regarding any actual or alleged violation of Environmental Laws or any Liabilities or potential Liabilities, including any investigatory, remedial, or corrective obligations, relating to the operation of the Idaho Power Acquired Assets or the real property upon which the Idaho Power Acquired Assets are located, arising under or relating to Environmental Laws or regarding Hazardous Materials.

(iii) Except as set forth on Schedule 3.2(h)(iii) and except as to matters that would not reasonably be expected to have a Material Adverse Effect on Idaho Power, (A) to PacifiCorp's Knowledge, PacifiCorp has not caused any Release, and there is and has been no other Release from, in, on, beneath, or affecting the Idaho Power Acquired Assets or the real property upon which the Idaho Power Acquired Assets are located that could form a basis for an Environmental Claim, and (B) within the five (5) years preceding the Effective Date, to PacifiCorp's Knowledge, PacifiCorp has not received written notice of any Environmental Claims relating to the Idaho Power Acquired Assets or the real property upon which the Idaho Power Acquired Assets are located that have not been fully and finally resolved and, to PacifiCorp's Knowledge, no such Environmental Claims are pending or threatened against PacifiCorp.

(iv) Except as set forth on Schedule 3.2(h)(iv) and except as to matters that would not reasonably be expected to have a Material Adverse Effect on Idaho Power, to PacifiCorp's Knowledge, there are and have been no underground storage tanks, and there are no asbestos-containing building materials or poly-chlorinated biphenyls owned, leased, used, operated or maintained by PacifiCorp or, to PacifiCorp's Knowledge, otherwise located on the real property upon which the Idaho Power Acquired Assets are located.

(v) Except as set forth on Schedule 3.2(h)(v) and except as to matters that would not reasonably be expected to have a Material Adverse Effect on Idaho Power, to PacifiCorp's Knowledge, within the five (5) years preceding the Effective Date, PacifiCorp has not assumed or retained, by contract or operation of law, any obligation under any Environmental Law or concerning any Hazardous Materials relating to the Idaho Power Acquired Assets or the real property upon which the Idaho Power Acquired Assets are located.

(i) No broker, finder, or other Person is entitled to any brokerage fees, commissions, or finder's fees for which Idaho Power could become liable or obligated in connection with the Transaction by reason of any action taken by PacifiCorp or its Affiliates.

(j) Except as set forth in Schedule 3.2(j), PacifiCorp does not own, or directly license from a third party, any Intellectual Property used in or necessary for the ownership, use and operation of the Idaho Power Acquired Assets (as the Idaho Power Acquired Assets are reasonably expected to be operated in accordance with the provisions of the Joint Ownership and Operating Agreement on the Closing Date) in accordance with Good Utility Practice and Governmental Requirements, that is not part of the Idaho Power Acquired Assets.

#### **ARTICLE IV COVENANTS**

4.1 Conditions and Commercially Reasonable Efforts. Subject to the terms and conditions of this Agreement, each Party, at its own cost, will use Commercially Reasonable Efforts to effectuate the Transaction and to fulfill all of the conditions to its obligations under this Agreement and will do all such acts and things as reasonably may be required to carry out its obligations hereunder and to consummate the Transaction on or before the Outside Closing Date, including making or cooperating with the other Party in the making of applications for, or resolving the form or substance of, including any proposed terms or conditions for, the Required Regulatory Approvals.

4.2 Filings with Governmental Entities.

(a) In General. Prior to the Closing, with respect to (i) the Idaho Power Required Regulatory Approvals and (ii) the PacifiCorp Required Regulatory Approvals set forth as items 1, 2, 4, 5 and 7 on Schedule 1.1(j), (X) each Party will provide prior written notice to the other Party before making any filing with, or initiating any discussion or proceeding with, any Governmental Entity in the course of obtaining any such Required Regulatory Approvals from such Governmental Entities, and (Y) prior to filing applications, pre-filed testimony or responses to data requests to any such Governmental Entity in the course of obtaining any such Required Regulatory Approvals from such Governmental Entities after the Effective Date, each Party will provide such materials to the other Party for its information and shall provide drafts of such materials to, and reasonably consider comments of, the other Party. With respect to the PacifiCorp Required Regulatory Approvals set forth as items 3, 6 and 8 on Schedule 1.1(j), prior to filing applications, pre-filed testimony or responses to data requests to any such Governmental Entity in the course of obtaining any such Required Regulatory Approvals from such Governmental Entities after the Effective Date, PacifiCorp will provide such materials to Idaho Power for its information.

(b) FERC and State Approvals. Within sixty (60) days after the Effective Date, (i) the Parties shall jointly submit to the FERC applications for the FPA 203 Approval and the FPA 205 Approval, (ii) the Parties shall jointly submit to the Idaho Public Utilities Commission and to the Oregon Public Utility Commission applications for approval of the Transaction, and (iii) each of the Parties shall submit to the applicable Governmental Entities all other necessary applications, filings or other documentation for their respective Required Regulatory Approvals.

4.3 Compliance. Each Party shall comply with all Governmental Requirements and Governmental Authorizations applicable to it in connection with the Transaction, except where non-compliance will not have a Material Adverse Effect on the other Party or any of its Affiliates.

4.4 Risk of Loss.

(a) Idaho Power Equipment. During the Interim Period, Idaho Power will bear the risk of Casualty Loss to the Idaho Power Equipment; provided, however, that, if the Closing occurs, unless otherwise agreed in writing by the Parties, (i) Idaho Power shall receive any insurance proceeds applicable to reconstruction or repairs performed prior to the Closing, and insurance proceeds applicable to any reconstruction or repairs remaining to be performed after the Closing shall be paid to the Party that will be the “Operator” of the affected Idaho Power Equipment under the Joint Ownership and Operating Agreement, and (ii) the provisions of the Joint Ownership and Operating Agreement shall govern the treatment of such Casualty Loss following the Closing.

(b) PacifiCorp Equipment. During the Interim Period, PacifiCorp will bear the risk of Casualty Loss to the PacifiCorp Equipment; provided, however, that, if the Closing occurs, unless otherwise agreed in writing by the Parties, (i) PacifiCorp shall receive any insurance proceeds applicable to reconstruction or repairs performed prior to the Closing, and insurance proceeds applicable to any reconstruction or repairs remaining to be performed after the Closing shall be paid to the Party that will be the “Operator” of the affected PacifiCorp Equipment under the Joint Ownership and Operating Agreement, and (ii) the provisions of the Joint Ownership and Operating Agreement shall govern the treatment of such Casualty Loss following the Closing.

(c) Existing Joint Equipment. During the Interim Period, the Parties will bear the risk of Casualty Loss to the Existing Joint Equipment in accordance with the terms of the applicable Specified Legacy Agreements and Terminated Legacy Agreements or, if such Agreements do not expressly address risk of loss, in proportion to a Party’s undivided ownership interest in such Existing Joint Equipment; provided, however, that, if the Closing occurs, unless otherwise agreed in writing by the Parties, (i) any insurance proceeds applicable to reconstruction or repairs performed prior to the Closing shall be paid to the Parties in accordance with the terms of the applicable Specified Legacy Agreements and Terminated Legacy Agreements or in proportion to a Party’s undivided ownership interest in such Existing Joint Equipment, as applicable, and insurance proceeds applicable to any reconstruction or repairs remaining to be performed after the Closing shall be paid to the Party that will be the “Operator” of the affected Existing Joint Equipment under the Joint Ownership and Operating Agreement, and (ii) the provisions of the Joint Ownership and Operating Agreement shall govern the treatment of such Casualty Loss following the Closing.

#### 4.5 Maintenance of Assets.

(a) Idaho Power Acquired Assets. During the Interim Period, PacifiCorp, at its sole cost and expense, will operate and maintain the Idaho Power Acquired Assets, consistent with past practices and in accordance with Good Utility Practice, Governmental Requirements and Governmental Authorizations, and will not decommission any of the Idaho Power Acquired Assets, provided that the foregoing shall not restrict PacifiCorp from removing from service or retiring equipment in the ordinary course of its utility operations. From and after the Effective Time, the Idaho Power Acquired Assets shall be operated and maintained in accordance with the Joint Ownership and Operating Agreement.

(b) PacifiCorp Acquired Assets. During the Interim Period, Idaho Power, at its sole cost and expense, will operate and maintain the PacifiCorp Acquired Assets, consistent with past practices and in accordance with Good Utility Practice, Governmental Requirements and Governmental Authorizations, and will not decommission any of the PacifiCorp Acquired Assets, provided that the foregoing shall not restrict Idaho Power from removing from service or retiring equipment in the ordinary course of its utility operations. From and after the Effective Time, the PacifiCorp Acquired Assets shall be operated and maintained in accordance with the Joint Ownership and Operating Agreement.

4.6 Notice. Each Party shall notify the other Party in writing of any fact, circumstance, or development known to it prior to Closing which at the time of notification causes any of its representations or warranties in this Agreement to be materially inaccurate. Unless the other Party terminates this Agreement pursuant to Section 5.1, the written notice pursuant to this Section 4.6 will be deemed to have qualified the representations or warranties, to have amended any Schedule referenced in such Section, and to have caused any breach of representation or warranty that otherwise might have existed hereunder by

reason of the fact, circumstance, or development to be cured. Upon request of the other Party, the Party providing notice of a material inaccuracy of any of its representations and warranties shall, if possible, provide reasonable assurances to the other Party, in writing, that it will be able to perform its obligations under this Agreement.

4.7 Disclosure. Disclosure by a Party of any fact or item in any Schedule or Exhibit hereto shall be deemed to have been so disclosed in any other Schedule, Exhibit or representation or warranty made by such Party herein, provided that disclosure of such fact or item on such Schedule or Exhibit contains disclosure of facts that would otherwise be required to be disclosed in such other Schedule, Exhibit or representation or warranty.

4.8 Equipment Schedules. Prior to the Effective Date, the Parties have prepared a spreadsheet containing detailed lists of the equipment comprising the Idaho Power Equipment, the PacifiCorp Equipment and the Existing Joint Equipment, the most recent versions of which were sent by email from Dave Angell to Brian Fritz on October 22, 2014. Prior to the Closing, the Parties shall cooperate in developing and approving detailed equipment lists for each of the Idaho Power Equipment, the PacifiCorp Equipment and the Existing Joint Equipment which shall be based on the spreadsheets described in the prior sentence, and will attach the completed lists to the PacifiCorp Bill of Sale or the Idaho Power Bill of Sale, as applicable, when such Bills of Sale are delivered at Closing.

4.9 Firm Transmission Service Agreements. Prior to the Closing, PacifiCorp shall submit to Idaho Power requests for the Firm Transmission Service Agreements, pursuant to Idaho Power's OATT.

4.10 Amended and Restated Legacy Agreements. Within sixty (60) days after the Effective Date, the Parties shall (a) cooperate in preparing the Amended and Restated Legacy Agreements, the effectiveness of which shall be conditioned on the Closing occurring, and (b) execute and deliver the Amended and Restated Legacy Agreements for submission as part of the application for the FPA 205 Approval.

4.11 Joint Ownership and Operating Agreement Exhibit Updates. The Parties shall cooperate in updating Exhibits A, B, C and F to the Joint Ownership and Operating Agreement to accurately reflect the information contained therein as of the Closing and, at the Closing, will replace the prior Exhibits A, B, C and F to the Joint Ownership and Operating Agreement with such updated Exhibits.

## **ARTICLE V TERMINATION**

5.1 Termination. Except as to those provisions that are expressly intended to survive termination of this Agreement, this Agreement may be terminated at any time prior to the Closing:

- (a) by the Parties, if the Parties mutually agree in writing to terminate this Agreement;
- (b) by Idaho Power, if Idaho Power delivers a written notice to PacifiCorp that it is terminating this Agreement (including the date of termination of this Agreement, which shall not be earlier than any applicable cure period provided for below) because:

(i) one or more of the conditions set forth in Section 2.9(a) (to be specified in detail in such notice) cannot be met on or before the Outside Closing Date, and such condition or conditions have not been satisfied (or waived by Idaho Power) within thirty (30) days after the date such notice is delivered by Idaho Power to PacifiCorp, provided that the failure of such condition or conditions to be satisfied has not occurred as a result of Idaho Power's default hereunder; or

(ii) PacifiCorp has breached in a material respect one or more of its covenants or agreements contained in Article IV or one or more of its representations and warranties contained in Article III (to be specified in detail in such notice), and such breach has not been remedied (or waived by Idaho Power) within thirty (30) days after the date such notice is delivered by Idaho Power to PacifiCorp, provided that such breach has not occurred as a result of Idaho Power's default hereunder; or

(iii) PacifiCorp notifies Idaho Power pursuant to Section 4.6 of a material inaccuracy, and Idaho Power delivers its termination notice within ten (10) days of receipt of PacifiCorp's notice;

(c) by PacifiCorp, if PacifiCorp delivers a written notice to Idaho Power that it is terminating this Agreement (including the date of termination of this Agreement, which shall not be earlier than any applicable cure period provided for below) because:

(i) one or more of the conditions set forth in Section 2.9(b) (to be specified in detail in such notice) cannot be met on or before the Outside Closing Date, and such condition or conditions have not been satisfied (or waived by PacifiCorp) within thirty (30) days after the date such notice is delivered by PacifiCorp to Idaho Power, provided that the failure of such condition or conditions to be satisfied has not occurred as a result of PacifiCorp's default hereunder; or

(ii) Idaho Power has breached in a material respect one or more of its covenants or agreements contained in Article IV or one or more of its representations and warranties contained in Article III (to be specified in detail in such notice), and such breach has not been remedied (or waived by PacifiCorp) within thirty (30) days after the date such notice is delivered by PacifiCorp to Idaho Power, provided that such breach has not occurred as a result of PacifiCorp's default hereunder; or

(iii) Idaho Power notifies PacifiCorp pursuant to Section 4.6 of a material inaccuracy, and PacifiCorp delivers its termination notice within ten (10) days of receipt of Idaho Power's notice;

(d) by either Party, if such Party delivers a written notice to the other Party that it is terminating this Agreement (including the date of termination of this Agreement, which shall not be earlier than the date the condition below has been satisfied) because a court of competent jurisdiction in the United States or any state has issued an order, judgment or decree (other than a temporary restraining order) restraining, enjoining or otherwise prohibiting the Transaction and such order, judgment or decree has become final and nonappealable; or

(e) by either Party, if such Party delivers a written notice to the other Party that it is terminating this Agreement (including the date of termination of this Agreement, which shall not be earlier than the Outside Closing Date) because the Closing has not occurred on or before the Outside Closing

Date, provided that the failure to consummate the Closing has not occurred as a result of a default by the Party terminating this Agreement.

5.2 Effect of Early Termination. In the event this Agreement is validly terminated by either or both of the Parties prior to Closing pursuant to Section 5.1, this Agreement will terminate and become wholly void and of no further force and effect, without further action by either Party, whereupon the Liabilities of the Parties hereunder will terminate, and each Party and its Affiliates and Representatives shall be fully released and discharged from any Liability or obligation under or resulting from this Agreement, except as otherwise expressly provided in this Agreement. If a Party validly terminates this Agreement prior to Closing pursuant to Section 5.1, such termination will be the sole remedy of such Party with respect to breaches of any representation, warranty, covenant or agreement contained in this Agreement prior to Closing, and neither Party shall have any other remedy or cause of action under or relating to this Agreement.

5.3 Post-Termination Obligations. If this Agreement is terminated for any reason prior to Closing, the Parties shall notify FERC of such termination and that the Joint Ownership and Operating Agreement, Termination Agreement, and Amended and Restated Legacy Agreements will not become effective. In addition, if this Agreement is terminated prior to Closing as a result of failure of the conditions set forth in Sections 2.9(a)(iv) or 2.9(b)(iv) to be satisfied, the Parties shall meet and confer regarding the Parties' respective operations. The obligations in this Section 5.3 shall survive for a period of two (2) years following the termination of this Agreement.

## **ARTICLE VI INDEMNIFICATION**

6.1 Survival of Representations, Warranties, Covenants and Agreements; Notices of Claims. The representations, warranties, covenants and agreements of the Parties contained in this Agreement will survive for a period of one (1) year following the Closing, except that (i) the representations and warranties in Sections 3.1(g), 3.1(h), 3.1(j), 3.2(g), 3.2(h) and 3.2(j) will survive the Closing for a period of two (2) years following the Closing Date, (ii) the covenants and agreements in Sections 2.4(a) and 2.4(b) will survive the Closing Date indefinitely, and (iii) any covenant or agreement that is stated elsewhere in this Agreement to survive for longer than one (1) year shall survive for such longer period; provided that, any representation or warranty (and the indemnification obligations of the Parties with respect thereto) that would otherwise terminate in accordance with this Section 6.1 will continue to survive if notice for indemnification shall have been timely given under this Article VI on or prior to such termination date, until the related claim for indemnification has been satisfied or otherwise resolved as provided in this Article VI.

### 6.2 Indemnification.

(a) Idaho Power. On the terms and subject to the conditions set forth in this Agreement, from and after the Closing, Idaho Power hereby agrees to indemnify, defend, and hold harmless PacifiCorp and its Affiliates and Representatives from and against, and shall reimburse PacifiCorp with respect to,

all Losses, whether or not involving a third-party Claim, resulting from or arising out of or in connection with:

(i) the breach in any material respect of any representation or warranty made by Idaho Power in this Agreement;

(ii) the breach in any material respect by Idaho Power of any covenant or agreement contained in this Agreement to be performed by Idaho Power (other than with respect to the Idaho Power Excluded Liabilities); or

(iii) the Idaho Power Excluded Liabilities.

(b) PacifiCorp. On the terms and subject to the conditions set forth in this Agreement, from and after the Closing, PacifiCorp hereby agrees to indemnify, defend and hold harmless Idaho Power and its Affiliates and Representatives from and against, and shall reimburse Idaho Power with respect to, all Losses, whether or not involving a third-party Claim, resulting from or arising out of or in connection with:

(i) the breach in any material respect of any representation or warranty made by PacifiCorp in this Agreement;

(ii) the breach in any material respect by PacifiCorp of any covenant or agreement contained in this Agreement to be performed by PacifiCorp (other than with respect to the PacifiCorp Excluded Liabilities); or

(iii) the PacifiCorp Excluded Liabilities.

### 6.3 Limitations on Indemnification.

(a) A Party may assert a claim for indemnification pursuant to this Article VI only to the extent the Indemnified Party gives a notice to the Indemnifying Party specifying the factual basis of such claim in reasonable detail to the extent known to the notifying Party (i) for claims pursuant to Section 6.2(a)(i) or Section 6.2(b)(i), prior to the expiration of the applicable time period set forth in Section 6.1; (ii) for claims pursuant to Section 6.2(a)(ii) or Section 6.2(b)(ii), within one (1) year of the Closing Date; and (iii) for claims pursuant to Section 6.2(a)(iii) or Section 6.2(b)(iii), at any time following the Closing. If any claim for indemnification is not made in accordance with Section 6.5 and the foregoing sentence by a Party on or prior to the applicable date set forth in Section 6.1 or this Section 6.3(a), the other Party's indemnification obligations with respect thereto will be irrevocably and unconditionally released and waived.

(b) Notwithstanding any provision to the contrary contained in this Agreement, neither Party shall have Liability to the other Party pursuant to Section 6.2 unless and until the amount of such Losses, individually or in the aggregate, exceed five hundred thousand dollars (\$500,000) and then, only for the Losses above that amount.

(c) Notwithstanding anything to the contrary contained in this Agreement, the maximum amount of the indemnification obligation of Idaho Power under Section 6.2(a) to PacifiCorp and its Affiliates and Representatives shall not exceed an amount equal to the PacifiCorp Purchase Price.

Notwithstanding anything to the contrary contained in this Agreement, the maximum amount of the indemnification obligation of PacifiCorp under Section 6.2(b) to Idaho Power and its Affiliates and Representatives shall not exceed an amount equal to the Idaho Power Purchase Price.

(d) The Parties acknowledge and agree that if any Party has knowledge of a material failure of any condition set forth in Section 2.9 or of a material breach by the other Party of any representation or warranty or covenant or agreement contained in this Agreement, through disclosure by the other Party pursuant to Section 4.6 or because any Party is otherwise aware, to Idaho Power's Knowledge or to PacifiCorp's Knowledge, respectively, of any such material failure or material breach by the other Party, and such Party proceeds with the Closing, such Party shall be deemed to have waived such condition or breach (but then only to the extent of the disclosure made or knowledge acquired prior to Closing) and such Party and its successors, assigns and Affiliates and Representatives shall not be entitled to be indemnified pursuant to this Article VI, to sue for damages or to assert any other right or remedy for any Losses reasonably relating to such condition or breach and such disclosure made prior to execution of the Agreement, notwithstanding anything to the contrary contained herein or in any Related Document.

(e) Notwithstanding anything contained in this Agreement to the contrary, except for the representations and warranties contained in this Agreement, neither Party nor its Affiliates, Representatives or any other Person is making any other express or implied representation or warranty with respect to the PacifiCorp Acquired Assets, the Idaho Power Acquired Assets, the PacifiCorp Assumed Obligations, the Idaho Power Assumed Obligations or the Transaction and each Party disclaims and negates, and expressly waives, any other representations or warranties, express (whether made by the other Party or its Affiliates or Representatives) or implied, at common law, by statute or otherwise relating to the PacifiCorp Acquired Assets, the Idaho Power Acquired Assets, the PacifiCorp Assumed Obligations, the Idaho Power Assumed Obligations or the Transaction, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS. Any claims a Party may have pursuant to Sections 6.2(a)(i) and 6.2(b)(i) for breach of representation or warranty must be based solely on the representations and warranties of the other Party set forth in this Agreement. In furtherance of the foregoing, except for the representations and warranties contained in this Agreement, each Party acknowledges and agrees that neither the other Party nor any of its Affiliates or Representatives will have or be subject to any liability to it or any of its Affiliates or Representatives for, and each Party hereby disclaims all liability and responsibility for, any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to the other Party or any of the other Party's Affiliates or Representatives. EACH PARTY HEREBY ACKNOWLEDGES THAT, EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN ARTICLE III, THE PACIFICORP ACQUIRED ASSETS AND IDAHO POWER ACQUIRED ASSETS ARE BEING PURCHASED ON AN "AS IS, WHERE IS" BASIS.

(f) Notwithstanding anything in this Section 6.3 to the contrary, except as otherwise may be ordered by a court of competent jurisdiction, the Indemnified Party shall bear its own costs, including counsel fees and expenses, incurred in connection with Claims against the Indemnifying Party hereunder that are not based upon Claims asserted by third parties.

6.4 Exclusive Remedies. Idaho Power and PacifiCorp acknowledge and agree that, from and after the Closing, except in the case of fraud, the sole and exclusive remedy for any breach or inaccuracy, or alleged breach or inaccuracy, of any representation or warranty in this Agreement or any covenant or JOINT PURCHASE AND SALE AGREEMENT

agreement to be performed hereunder on or prior to the Closing, will be indemnification in accordance with this Article VI. In furtherance of the foregoing, except to the extent provided under this Article VI, from and after the Closing, Idaho Power and PacifiCorp hereby waive, to the fullest extent permitted by applicable Governmental Requirements, any and all other rights, claims, and causes of action (including rights of contributions, if any) against the other Party that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement (including any tort or breach of contract claim or cause of action based upon, arising out of, or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), known or unknown, foreseen or unforeseen, which exist or may arise in the future, that it may have against the other arising under or based upon any Governmental Requirement, common law, or otherwise; provided, however, that such waiver does not include a waiver of either Party's rights with respect to the Idaho Power Excluded Liabilities or the PacifiCorp Excluded Liabilities.

6.5 Indemnification in Case of Strict Liability. THE INDEMNIFICATION PROVISIONS IN THIS ARTICLE VI SHALL BE ENFORCEABLE IN ACCORDANCE WITH THEIR EXPRESS TERMS REGARDLESS OF WHETHER THE LIABILITY IS BASED ON PAST, PRESENT OR FUTURE ACTS, CLAIMS OR LAWS (INCLUDING ANY PAST, PRESENT OR FUTURE ENVIRONMENTAL LAW, FRAUDULENT TRANSFER ACT, OCCUPATIONAL SAFETY AND HEALTH LAW OR PRODUCTS LIABILITY, SECURITIES OR OTHER LAW), AND REGARDLESS OF WHETHER ANY PERSON (INCLUDING THE PERSON FROM WHOM INDEMNIFICATION IS SOUGHT) ALLEGES OR PROVES THE SOLE, JOINT, OR CONCURRENT STRICT LIABILITY IMPOSED ON THE PERSON SEEKING INDEMNIFICATION.

6.6 Notice and Participation.

(a) If a Party (an "Indemnified Party") intends to seek indemnification under this Article VI with respect to any Claims for Losses, it shall give the other Party (the "Indemnifying Party") prompt written notice of such Claims upon the receipt of actual knowledge or information by the Indemnified Party of any possible Claims or of the commencement of such Claims. The Indemnifying Party shall have no liability under this Article VI for any Claim for which such notice is not provided, but only to the extent that the failure to give such notice materially impairs the ability of the Indemnifying Party to respond to or to defend the Claim.

(b) The Indemnifying Party shall have the right to assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party; provided, however, that if the defendants in any such proceeding include both the Indemnifying Party and the Indemnified Party, and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are in conflict with those available to the Indemnifying Party and that such conflict materially prejudices the ability of the counsel selected by the Indemnifying Party to represent both Parties, the Indemnified Party shall have the right to select separate counsel reasonably satisfactory to the Indemnifying Party, at the Indemnifying Party's expense, to assert such legal defenses and to otherwise participate in the defense of such Claim on behalf of the Indemnified Party, and the Indemnifying Party shall be responsible for the reasonable fees and expenses of such separate counsel.

(c) Should the Indemnified Party be entitled to indemnification under this Article VI as a result of a Claim by a third party, and should the Indemnifying Party fail to assume the defense of

such Claim within a reasonable period of time after the Indemnifying Party has provided the Indemnifying Party written notice of such Claim, the Indemnified Party may, at the expense of the Indemnifying Party, contest or (with or without the prior consent of the Indemnifying Party) settle such Claim.

(d) Except to the extent expressly provided herein, the Indemnified Party shall not settle any Claim with respect to which it has sought or is entitled to seek indemnification pursuant to this Article VI unless (i) it has obtained the prior written consent of the Indemnifying Party, or (ii) the Indemnifying Party has failed to assume the defense of such Claim within a reasonable period of time after the Indemnified Party has provided the Indemnifying Party written notice of such Claim.

(e) Except to the extent expressly provided otherwise herein, the Indemnifying Party shall not settle any Claim with respect to which it may be liable to provide indemnification pursuant to this Section 6.6 without the prior written consent of the Indemnified Party; provided, however, that if the Indemnifying Party has reached a bona fide settlement agreement with the plaintiff(s) in any such proceeding, which settlement includes a full release of the Indemnified Party for any and all liability with respect to such Claim, and the Indemnified Party does not consent to such settlement agreement, then the dollar amount specified in the settlement agreement, plus the Indemnified Party's reasonable legal fees and other costs related to the defense of the Claim paid or incurred prior to the date of such settlement agreement, shall act as an absolute maximum limit on the indemnification obligation of the Indemnifying Party with respect to the Claim, or portion thereof, that is the subject of such settlement agreement.

6.7 Net Amount. Subject to the limitations imposed by Section 6.6(e), if applicable, in the event that one Party is obligated to indemnify and hold the other Party harmless under this Article VI, the amount owing to the other Party shall be the amount of the other Party's actual Claims, net of any insurance or other recovery actually received by such Party.

6.8 No Set-Off. Neither Party shall have any right to set-off any indemnification obligations that either may have under this Article VI against any other obligations or amounts due to the other Party, including under any other provisions of this Agreement or under any other Related Document.

6.9 No Release of Insurers. The provisions of this Article VI shall not be deemed or construed to release any insurer from its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies.

6.10 Mitigation. Each Party shall take Commercially Reasonable Efforts to mitigate all Claims after becoming aware of any event which could reasonably be expected to give rise to any Claims that are indemnifiable or recoverable hereunder or in connection herewith.

6.11 Limitation of Liability. Neither Party shall be liable under this Agreement in any action at law or in equity, whether based on contract, tort, strict liability, indemnity or otherwise, for any special, incidental, indirect, exemplary, punitive or consequential damages or losses, including any loss of revenue, income, claims of customers, profits or investment opportunities.

## **ARTICLE VII MISCELLANEOUS PROVISIONS**

7.1 Amendment and Modification. This Agreement may be amended, modified, or supplemented only by written agreement executed by both Parties.

7.2 Waiver of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of either Party to comply with any obligation, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

7.3 Notices.

(a) Any notice, demand, request or other communication required or permitted to be given pursuant to this Agreement shall be in writing and signed by the Party giving such notice, demand, request or other communication and shall be hand delivered or sent by certified mail, return receipt requested, or nationally or internationally recognized overnight courier to the other Party at the address set forth below:

If to Idaho Power: Idaho Power Company  
1221 West Idaho Street  
Boise, ID 83702  
Attn: Director, Load Serving Operations  
Telephone: 208-388-2360

With a copy to: Idaho Power Company  
1221 West Idaho Street  
Boise, ID 83702  
Attn: Legal Department  
Telephone: 208-388-2300

If to PacifiCorp: PacifiCorp  
825 NE Multnomah Street, Suite 1600  
Portland, OR 97232  
Attn: Director, Transmission Service  
Telephone: 503-813-6712

With a copy to: PacifiCorp  
825 NE Multnomah Street, Suite 2000  
Portland, OR 97232  
Attn: Legal Department  
Telephone: 503-813-5854

(b) Each Party shall have the right to change the place to which any notice, demand, request or other communication shall be sent or delivered by similar notice sent in like manner to the other Party. The effective date of any notice, demand, request or other communication issued pursuant to this Agreement shall be when: (i) delivered to the address of the Party personally, by messenger, by a nationally or internationally recognized overnight delivery service; or (ii) received or rejected by the Party,

if sent by certified mail, return receipt requested, in each case, addressed to the Party at its address and marked to the attention of the person designated above (or to such other address or person as a Party may designate by notice to the other Party effective as of the date of receipt by such Party).

7.4 Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests, or obligations hereunder may be assigned by either Party, without the prior written consent of the other Party. No provision of this Agreement, other than Section 6.2, creates any rights, claims or benefits inuring to any Person that is not a Party hereto.

7.5 Governing Law; Exclusive Choice of Forum; Remedies.

(a) This Agreement, the rights and obligations of the Parties under this Agreement, and any claim or controversy arising out of this Agreement (whether based on contract, tort, or any other theory), including all matters of construction, validity, effect, performance and remedies with respect to this Agreement, shall be governed by and interpreted, construed, and determined in accordance with, the laws of the State of Idaho (regardless of the laws that might otherwise govern under applicable principles of conflicts of law). Each Party irrevocably consents to the exclusive jurisdiction and venue of any court within the State of Idaho, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of Idaho for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue or process.

(b) 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.

7.6 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

7.7 Entire Agreement. This Agreement will be a valid and binding agreement of the Parties only if and when it is fully executed and delivered by the Parties, and until such execution and delivery no legal obligation will be created by virtue hereof. This Agreement, together with the Schedules and Exhibits hereto and the Related Documents delivered under or in accordance herewith, embodies the entire agreement and understanding of the Parties hereto in respect of the Transaction. This Agreement and the Related Documents supersede all prior agreements and understandings between the Parties with respect to such subject matter hereof.

7.8 Expenses. Except as otherwise set forth in this Agreement, each Party shall bear its own expenses (including attorneys' fees) incurred in connection with the preparation, negotiation, execution and performance of this Agreement and each other Related Document and the consummation of the Transaction.

7.9 Delivery. This Agreement, and any Related Documents delivered under or in accordance herewith, may be executed in multiple counterparts (each of which will be deemed an original, but all of which together will constitute one and the same instrument), and may be delivered by electronic transmission, with originals to follow by overnight courier or certified mail (return receipt requested).

[Signature page follows.]

IN WITNESS WHEREOF, each of the Parties has caused this Joint Purchase and Sale Agreement to be executed by its duly authorized officer as of the date first above written.

**IDAHO POWER COMPANY**

/s/ Darrel T. Anderson

By: \_\_\_\_\_

Name: Darrel T. Anderson

Title: President & CEO

**PACIFICORP**

/s/ R. Patrick Reiten

By: \_\_\_\_\_

Name: R. Patrick Reiten

Title: President & CEO, Pacific Power



EXECUTION VERSION

	Segment Ownership Pre-Closing		Quantity Transferred to other owner		Segment Ownership Post-Closing	
	IPC	PAC	IPC	PAC	IPC	PAC
Borah West Transmission						
Kinport-Midpoint 345 kV	100.0%	0.0%	26.8%	0.0%	73.2%	26.8%
Borah-Adelaide-Midpoint #1 345 kV	100.0%	0.0%	35.6%	0.0%	64.4%	35.6%
Borah-Adelaide-Midpoint #2 345 kV	100.0%	0.0%	35.6%	0.0%	64.4%	35.6%

	Segment Ownership Pre-Closing		Quantity Transferred to other owner		Segment Ownership Post-Closing	
	IPC	PAC	IPC	PAC	IPC	PAC
Goshen-Big Grassy Transmission						
Goshen-Jefferson 161 kV	100.0%	0.0%	62.2%	0.0%	37.8%	62.2%
Jefferson-Big Grassy 161 kV	100.0%	0.0%	62.2%	0.0%	37.8%	62.2%

	Segment Ownership Pre-Closing		Quantity Transferred to other owner		Segment Ownership Post-Closing	
	IPC	PAC	IPC	PAC	IPC	PAC
Idaho to Northwest Transmission						
Walla Walla-Hurricane 230 kV	0.0%	100.0%	0.0%	40.8%	40.8%	59.2%
Hemingway-Summer Lake 500 kV	0.0%	100.0%	0.0%	22.0%	22.0%	78.0%

	Segment Ownership Pre-Closing		Quantity Transferred to other owner		Segment Ownership Post-Closing	
	IPC	PAC	IPC	PAC	IPC	PAC
Midpoint - Hemingway Transmission						
Midpoint-Hemingway 500 kV	0.0%	100.0%	0.0%	37.0%	37.0%	63.0%

	Segment Ownership Pre-Closing		Quantity Transferred to other owner		Segment Ownership Post-Closing	
	IPC	PAC	IPC	PAC	IPC	PAC
Antelope-Goshen Transmission						
Antelope-Goshen 161 kV (25 of 44 segment miles)	0.0%	100.0%	0.0%	21.9%	21.9%	78.1%

	Segment Ownership Pre-Closing		Quantity Transferred to other owner		Segment Ownership Post-Closing	
	IPC	PAC	IPC	PAC	IPC	PAC
American Falls-Malad Transmission						
American Falls-Malad 138 kV (29 of 68 segment miles)	0.0%	100.0%	0.0%	3.6%	3.6%	96.4%

	Segment Ownership Pre-Closing		Quantity Transferred to other owner		Segment Ownership Post-Closing	
	IPC	PAC	IPC	PAC	IPC	PAC
Antelope-Scoville Transmission						
Antelope-Scoville 138 kV (two circuits)	0.0%	100.0%	0.0%	11.5%	11.5%	88.5%



	Segment Ownership Pre-Closing		Quantity Transferred to other owner		Segment Ownership Post-Closing	
	IPC	PAC	IPC	PAC	IPC	PAC
Goshen 161 kV Substation						
Transformer Terminal #1 (345/161 kV)	0.0%	100.0%	0.0%	5.6%	5.6%	94.4%
Transformer Terminal #2 (345/161 kV)	0.0%	100.0%	0.0%	5.6%	5.6%	94.4%
Transformer Terminal #3 (161/138 kV)	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
Transformer Terminal #4 (161/138 kV)	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
Transformer Terminal #5 (161/69 kV)	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
Transformer Terminal #6 (161/46 kV)	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
Grace Terminal	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
Wolverine Creek Terminal	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
Drummond Terminal	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
Swan Valley Terminal	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
Sugarmill Terminal	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
Rigby Terminal	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
Antelope Terminal	0.0%	100.0%	0.0%	21.9%	21.9%	78.1%
Jefferson Terminal	0.0%	100.0%	0.0%	37.8%	37.8%	62.2%
Cinder Butte Terminal	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
Blackfoot Terminal	0.0%	100.0%	0.0%	100.0%	100.0%	0.0%
161 kV Assets	0.0%	100.0%	0.0%	10.7%	10.7%	89.3%

	Segment Ownership Pre-Closing		Quantity Transferred to other owner		Segment Ownership Post-Closing	
	IPC	PAC	IPC	PAC	IPC	PAC
Burns Substation						
Hemingway Terminal (Series Cap. & Sh. Reactor)	0.0%	100.0%	0.0%	22.0%	22.0%	78.0%
Summer Lake Terminal	0.0%	100.0%	0.0%	22.0%	22.0%	78.0%
500 kV Assets	0.0%	100.0%	0.0%	22.0%	22.0%	78.0%

EXECUTION VERSION

	Segment Ownership Pre-Closing		Quantity Transferred to other owner		Segment Ownership Post-Closing	
	IPC	PAC	IPC	PAC	IPC	PAC
Summer Lake Substation						
Hemingway Terminal (Sh. Reactor)	0.0%	100.0%	0.0%	22.0%	22.0%	78.0%
Malin Terminal	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
500 kV Assets	0.0%	100.0%	0.0%	11.0%	11.0%	89.0%

	Segment Ownership Pre-Closing		Quantity Transferred to other owner		Segment Ownership Post-Closing	
	IPC	PAC	IPC	PAC	IPC	PAC
Jefferson Substation						
Goshen Terminal	0.0%	100.0%	0.0%	37.8%	37.8%	62.2%
Big Grassy Terminal (Phase Shifter)	0.0%	100.0%	0.0%	37.8%	37.8%	62.2%
Rigby Terminal	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
Transformer Terminal #1 (161/69 kV)	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
Transformer Terminal #2 (161/69 kV)	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
161 kV Assets	0.0%	100.0%	0.0%	15.1%	15.1%	84.9%

	Segment Ownership Pre-Closing		Quantity Transferred to other owner		Segment Ownership Post-Closing	
	IPC	PAC	IPC	PAC	IPC	PAC
Big Grassy Substation						
Jefferson Terminal	0.0%	100.0%	0.0%	37.8%	37.8%	62.2%
Dillon Terminal	0.0%	100.0%	0.0%	100.0%	100.0%	0.0%
Transformer Terminal #1 (161/69 kV)	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
161 kV Assets	0.0%	100.0%	0.0%	45.9%	45.9%	54.1%

EXECUTION VERSION

	Segment Ownership Pre-Closing		Quantity Transferred to other owner		Segment Ownership Post-Closing	
	IPC	PAC	IPC	PAC	IPC	PAC
Walla Walla Substation						
Hurricane Terminal (Series Cap.)	0.0%	100.0%	0.0%	40.8%	40.8%	59.2%
Vantage Terminal	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
Wallula Terminal	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
Talbot Terminal	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
Transformer Terminal #1 (161/69 kV)	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
Transformer Terminal #2 (161/69 kV)	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
230 kV Assets	0.0%	100.0%	0.0%	6.8%	6.8%	93.2%

	Segment Ownership Pre-Closing		Quantity Transferred to other owner		Segment Ownership Post-Closing	
	IPC	PAC	IPC	PAC	IPC	PAC
Hurricane Substation						
Walla Walla Terminal	0.0%	100.0%	0.0%	40.8%	40.8%	59.2%
Hells Canyon Terminal	0.0%	100.0%	0.0%	40.8%	40.8%	59.2%
Transformer Terminal #1 (230/69 kV)	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
230 kV Assets	0.0%	100.0%	0.0%	27.2%	27.2%	72.8%

	Segment Ownership Pre-Closing		Quantity Transferred to other owner		Segment Ownership Post-Closing	
	IPC	PAC	IPC	PAC	IPC %	PAC %
Antelope 230 kV Substation						
Brady Terminal	0.0%	100.0%	0.0%	12.2%	12.2%	87.8%
Lost River Terminal	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
Anaconda Terminal	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
Transformer Terminal #1 (230/161 kV)	0.0%	100.0%	0.0%	26.8%	26.8%	73.2%
230 kV Assets - O&M Allocation	0.0%	100.0%	0.0%	9.7%	9.7%	90.3%

EXECUTION VERSION

	Segment Ownership Pre-Closing		Quantity Transferred to other owner		Segment Ownership Post-Closing	
	IPC	PAC	IPC	PAC	IPC %	PAC %
Antelope 161 kV Substation						
Goshen Terminal	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
Transformer Terminal #1 (230/161 kV)	0.0%	100.0%	0.0%	26.8%	26.8%	73.2%
Transformer Terminal #2 (161/138 kV)	0.0%	100.0%	0.0%	66.7%	66.7%	33.3%
Transformer Terminal #3 (161/138 kV)	0.0%	100.0%	0.0%	66.7%	66.7%	33.3%
161 kV Assets - O&M Allocation	0.0%	100.0%	0.0%	40.0%	40.0%	60.0%

	Segment Ownership Pre-Closing		Quantity Transferred to other owner		Segment Ownership Post-Closing	
	IPC	PAC	IPC	PAC	IPC %	PAC %
Antelope 138 kV Substation						
Scoville Terminal #1	0.0%	100.0%	0.0%	66.7%	66.7%	33.3%
Scoville Terminal #2	0.0%	100.0%	0.0%	66.7%	66.7%	33.3%
Transformer Terminal #1 (161/138 kV)	0.0%	100.0%	0.0%	66.7%	66.7%	33.3%
Transformer Terminal #2 (161/138 kV)	0.0%	100.0%	0.0%	66.7%	66.7%	33.3%
138 kV Assets - O&M Allocation	0.0%	100.0%	0.0%	66.7%	66.7%	33.3%

	Segment Ownership Pre-Closing		Quantity Transferred to other owner		Segment Ownership Post-Closing	
	IPC	PAC	IPC	PAC	IPC %	PAC %
Populus Substation						
Bridger #1 Terminal (Series Cap. & Sh. Reactor)	33.3%	66.7%	4.3%	0.0%	29.0%	71.0%
Bridger #2 Terminal (Series Cap. & Sh. Reactor)	33.3%	66.7%	4.3%	0.0%	29.0%	71.0%
Kinport Terminal	33.3%	66.7%	4.3%	0.0%	29.0%	71.0%
Borah #1 Terminal	33.3%	66.7%	4.3%	0.0%	29.0%	71.0%
Borah #2 Terminal	33.3%	66.7%	33.3%	0.0%	0.0%	100.0%
Ben Lomond #1 Terminal	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
Ben Lomond #2 Terminal	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
Terminal Terminal	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
345 kV Assets	20.8%	79.2%	6.3%	0.0%	14.5%	85.5%

Bridger 345 kV Substation	Segment Ownership Pre-Closing		Quantity Transferred to other owner		Segment Ownership Post-Closing	
	IPC	PAC	IPC	PAC	IPC	PAC
Three Mile Knoll Terminal (Sh. Reactor)	33.3%	66.7%	4.3%	0.0%	29.0%	71.0%
Populus #1 Terminal (Sh. Reactor)	33.3%	66.7%	4.3%	0.0%	29.0%	71.0%
Populus #2 Terminal (Sh. Reactor)	33.3%	66.7%	4.3%	0.0%	29.0%	71.0%
Transformer Terminal #1 (345/230 kV)	33.3%	66.7%	33.3%	0.0%	0.0%	100.0%
Transformer Terminal #2 (345/230 kV)	33.3%	66.7%	33.3%	0.0%	0.0%	100.0%
Transformer Terminal #3 (345/230 kV)	33.3%	66.7%	33.3%	0.0%	0.0%	100.0%
Transformer Terminal #4 (345/22 kV)	33.3%	66.7%	0.0%	0.0%	33.3%	66.7%
Transformer Terminal #5 (345/22 kV)	33.3%	66.7%	0.0%	0.0%	33.3%	66.7%
Transformer Terminal #6 (345/22 kV)	33.3%	66.7%	0.0%	0.0%	33.3%	66.7%
Transformer Terminal #7 (345/22 kV)	33.3%	66.7%	0.0%	0.0%	33.3%	66.7%
345 kV Assets	33.3%	66.7%	11.3%	0.0%	22.0%	78.0%

Bridger 230 kV Substation	Segment Ownership Pre-Closing		Quantity Transferred to other owner		Segment Ownership Post-Closing	
	IPC	PAC	IPC	PAC	IPC	PAC
230 kV Substation Assets (excluding 230/34.5 kV transformer)	33.3%	66.7%	33.3%	0.0%	0.0%	100.0%

Kinport Substation	Segment Ownership Pre-Closing		Quantity Transferred to other owner		Segment Ownership Post-Closing	
	IPC	PAC	IPC	PAC	IPC	PAC
Goshen Terminal (Sh. Reactor)	100.0%	0.0%	84.3%	0.0%	15.7%	84.3%
Populus Terminal (Series Cap. & Sh. Reactor)	100.0%	0.0%	71.0%	0.0%	29.0%	71.0%
Midpoint Terminal	100.0%	0.0%	26.8%	0.0%	73.2%	26.8%
Transformer Terminal (345/230 kV)	100.0%	0.0%	0.0%	0.0%	100.0%	0.0%
345 kV Assets	100.0%	0.0%	45.5%	0.0%	54.5%	45.5%

	Segment Ownership Pre-Closing		Quantity Transferred to other owner		Segment Ownership Post-Closing	
	IPC	PAC	IPC	PAC	IPC	PAC
Borah Substation						
Populus #1 Terminal (Series Cap. & Sh. Reactor)	100.0%	0.0%	71.0%	0.0%	29.0%	71.0%
Populus #2 Terminal (Series Cap. & Sh. Reactor)	100.0%	0.0%	100.0%	0.0%	0.0%	100.0%
Midpoint #1 Terminal	100.0%	0.0%	35.6%	0.0%	64.4%	35.6%
Midpoint #2 Terminal	100.0%	0.0%	35.6%	0.0%	64.4%	35.6%
Transformer Terminal (345/230 kV)	100.0%	0.0%	0.0%	0.0%	100.0%	0.0%
345 kV Assets	100.0%	0.0%	48.4%	0.0%	51.6%	48.4%

	Segment Ownership Pre-Closing		Quantity Transferred to other owner		Segment Ownership Post-Closing	
	IPC	PAC	IPC	PAC	IPC	PAC
Adelaide Substation						
Borah/Midpoint #1 Terminal	100.0%	0.0%	0.0%	0.0%	100.0%	0.0%
Borah #2 Terminal	100.0%	0.0%	35.6%	0.0%	64.4%	35.6%
Midpoint #2 Terminal	100.0%	0.0%	35.6%	0.0%	64.4%	35.6%
Transformer Terminal #1 (345/138 kV)	100.0%	0.0%	0.0%	0.0%	100.0%	0.0%
Transformer Terminal #2 (345/138 kV)	100.0%	0.0%	0.0%	0.0%	100.0%	0.0%
345 kV Assets	100.0%	0.0%	14.2%	0.0%	85.8%	14.2%

	Segment Ownership Pre-Closing		Quantity Transferred to other owner		Segment Ownership Post-Closing	
	IPC	PAC	IPC	PAC	IPC	PAC
Midpoint 345 kV Substation						
Kinport Terminal (Sh. Reactor)	100.0%	0.0%	26.8%	0.0%	73.2%	26.8%
Borah #1 Terminal (Sh. Reactor)	100.0%	0.0%	35.6%	0.0%	64.4%	35.6%
Borah #2 Terminal (Sh. Reactor)	100.0%	0.0%	35.6%	0.0%	64.4%	35.6%
Humboldt Terminal (Sh. Reactor)	100.0%	0.0%	0.0%	0.0%	100.0%	0.0%
500 kV Tie Terminal	100.0%	0.0%	36.3%	0.0%	63.7%	36.3%
Transformer Terminal #1 (345/230 kV)	100.0%	0.0%	0.0%	0.0%	100.0%	0.0%
Transformer Terminal #2 (345/230 kV)	100.0%	0.0%	0.0%	0.0%	100.0%	0.0%
345 kV Assets	100.0%	0.0%	19.2%	0.0%	80.8%	19.2%

	Segment Ownership Pre-Closing		Quantity Transferred to other owner		Segment Ownership Post-Closing	
	IPC	PAC	IPC	PAC	IPC	PAC
Midpoint 500 kV Substation						
Hemingway Terminal (Series Cap. & Sh. Reactor)	100.0%	0.0%	36.3%	0.0%	63.7%	36.3%
Transformer Terminal (500/345 kV)	100.0%	0.0%	36.3%	0.0%	63.7%	36.3%
500 kV Assets	100.0%	0.0%	36.3%	0.0%	63.7%	36.3%

	Segment Ownership Pre-Closing		Quantity Transferred to other owner		Segment Ownership Post-Closing	
	IPC	PAC	IPC	PAC	IPC	PAC
Hemingway 500 kV Substation						
Midpoint Terminal	15.8%	84.2%	0.0%	21.2%	37.0%	63.0%
Summer Lake Terminal (Sh. Reactor)	7.3%	92.7%	0.0%	14.6%	22.0%	78.0%
Transformer Terminal (500/230 kV)	100.0%	0.0%	0.0%	0.0%	100.0%	0.0%
500 kV Assets	41.0%	59.0%	0.0%	11.9%	53.0%	47.0%

**Exhibit B-1**

**Idaho Power Bill of Sale**

THIS IDAHO POWER BILL OF SALE is made and entered into as of [\_\_\_\_\_], 2015 (this “Bill of Sale”) by Idaho Power Company, an Idaho corporation (“Idaho Power”), for the benefit of PacifiCorp, an Oregon corporation (“PacifiCorp”). Capitalized terms used but not defined in this Bill of Sale shall have the meanings assigned to such terms in the Agreement (as defined below).

**RECITALS**

WHEREAS, pursuant to that certain Joint Purchase and Sale Agreement, dated as of October 24, 2014 (the “Agreement”), between Idaho Power and PacifiCorp, Idaho Power has agreed, subject to the terms and conditions of the Agreement, to sell, assign, convey, transfer and deliver to PacifiCorp, free and clear of all Encumbrances (except for Idaho Power Permitted Encumbrances and the lien of the Idaho Power Mortgage on the PacifiCorp Acquired Assets, which lien will be released after Closing in accordance with Section 2.10(a) of the Agreement), undivided ownership interests, as tenant in common, equal to the PacifiCorp Ownership Percentages, in all of Idaho Power’s right, title and interest in, to and under the Purchased Assets (as more fully described below); and

WHEREAS, pursuant to the Agreement, Idaho Power has agreed to enter into this Bill of Sale pursuant to which the PacifiCorp Ownership Percentages in the Purchased Assets will be sold, transferred, assigned, conveyed, set over and delivered to PacifiCorp (as more fully described below).

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Idaho Power hereby agrees as follows:

1. Sale. Subject to the terms and conditions of the Agreement, including delivery of the consideration specified therein, Idaho Power does hereby sell, assign, convey, transfer and deliver to PacifiCorp, free and clear of all Encumbrances (except for Idaho Power Permitted Encumbrances and the lien of the Idaho Power Mortgage on the PacifiCorp Acquired Assets, which lien will be released after Closing in accordance with Section 2.10(a) of the Agreement), undivided ownership interests, as tenant in common, equal to the PacifiCorp Ownership Percentages, in all of Idaho Power’s right, title and interest in and to the PacifiCorp Acquired Assets (the “Purchased Assets”).

2. Excluded Assets Not Assigned. Notwithstanding anything expressed herein to the contrary, the Idaho Power Excluded Assets are specifically excluded from the Purchased Assets as provided in the Agreement and shall be retained by Idaho Power at and following the Closing.

3. Further Assurances. Idaho Power shall, from time to time after the delivery of this Bill of Sale, at PacifiCorp’s request and expense, prepare, execute and deliver to PacifiCorp such other instruments of conveyance and transfer and take such other action as PacifiCorp may reasonably request in order to sell, transfer, convey, assign and deliver and vest in PacifiCorp, its successors and assigns, title to and possession of the PacifiCorp Ownership Percentages in the PacifiCorp Acquired Assets free and clear of all Encumbrances (except for Idaho Power Permitted Encumbrances and the lien of the Idaho

Power Mortgage on the PacifiCorp Acquired Assets, which lien will be released after Closing in accordance with Section 2.10(a) of the Agreement) as provided in the Agreement and to further effect the purposes of this Bill of Sale.

4. Relationship to Agreement; Construction. This Bill of Sale is delivered pursuant to the Agreement. This Bill of Sale and the provisions hereof are subject, in all respects, to the terms and conditions of the Agreement, including all of the covenants, representations and warranties contained therein, all of which shall survive the execution and delivery of this Bill of Sale to the extent indicated in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Bill of Sale, the terms of the Agreement shall prevail.

5. No Waiver. It is understood and agreed that nothing in this Bill of Sale shall constitute a waiver or release of any claims arising out of the contractual relationships between Idaho Power and PacifiCorp.

6. No Third Party Beneficiary. Nothing in this Bill of Sale, express or implied, is intended or shall be construed to confer upon, or give to, any person other than PacifiCorp, Idaho Power and their successors and permitted assigns any remedy or claim under or by reason of this Bill of Sale or any agreements, terms, covenants or conditions hereof and all the agreements, terms, covenants and conditions contained in this Bill of Sale shall be for the sole and exclusive benefit of PacifiCorp, Idaho Power and their successors and permitted assigns.

7. Binding Effect. This Bill of Sale and all of the provisions hereof shall be binding upon and shall inure to the benefit of Idaho Power, PacifiCorp and their respective successors and permitted assigns.

8. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Idaho (regardless of the laws that might otherwise govern under applicable principles of conflicts of law) as to all matters, including matters of validity, construction, effect, performance and remedies.

9. Severability. Any term or provision of this Bill of Sale that is invalid or unenforceable in any situation will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

10. Counterparts. This Bill of Sale may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Bill of Sale and all of which, when taken together, will be deemed to constitute one and the same agreement.

11. Notices. All notice, requests, demands and other communications under this Bill of Sale shall be given in accordance with Section 7.3 of the Agreement and at the addresses set forth therein.

[Signature page follows.]

IN WITNESS WHEREOF, Idaho Power has caused its duly authorized representative to execute this Bill of Sale as of the date first above written.

IDAHO POWER COMPANY

By: \_\_\_\_\_  
Name:  
Title:

Schedule 1 to Idaho Power Bill of Sale

[[Schedule to be attached at Closing to contain detailed information for each item of equipment based upon the email exchanged between the Parties pursuant to Section 4.8]]

**Exhibit B-2**

**PacifiCorp Bill of Sale**

THIS PACIFICORP BILL OF SALE is made and entered into as of [\_\_\_\_\_], 2015 (this “Bill of Sale”) by PacifiCorp, an Oregon corporation (“PacifiCorp”), for the benefit of Idaho Power Company, an Idaho corporation (“Idaho Power”). Capitalized terms used but not defined in this Bill of Sale shall have the meanings assigned to such terms in the Agreement (as defined below).

**RECITALS**

WHEREAS, pursuant to that certain Joint Purchase and Sale Agreement, dated as of October 24, 2014 (the “Agreement”), between PacifiCorp and Idaho Power, PacifiCorp has agreed, subject to the terms and conditions of the Agreement, to sell, assign, convey, transfer and deliver to Idaho Power, free and clear of all Encumbrances (except for PacifiCorp Permitted Encumbrances and the lien of the PacifiCorp Mortgage on the Idaho Power Acquired Assets, which lien will be released after Closing in accordance with Section 2.10(b) of the Agreement), undivided ownership interests, as tenant in common, equal to the Idaho Power Ownership Percentages, in all of PacifiCorp’s right, title and interest in, to and under the Purchased Assets (as more fully described below); and

WHEREAS, pursuant to the Agreement, PacifiCorp has agreed to enter into this Bill of Sale pursuant to which the Idaho Power Ownership Percentages in the Purchased Assets will be sold, transferred, assigned, conveyed, set over and delivered to Idaho Power (as more fully described below).

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PacifiCorp hereby agrees as follows:

1. Sale. Subject to the terms and conditions of the Agreement, including delivery of the consideration specified therein, PacifiCorp does hereby sell, assign, convey, transfer and deliver to Idaho Power, free and clear of all Encumbrances (except for PacifiCorp Permitted Encumbrances and the lien of the PacifiCorp Mortgage on the Idaho Power Acquired Assets, which lien will be released after Closing in accordance with Section 2.10(b) of the Agreement), undivided ownership interests, as tenant in common, equal to the Idaho Power Ownership Percentages, in all of PacifiCorp’s right, title and interest in and to the Idaho Power Acquired Assets (the “Purchased Assets”).

2. Excluded Assets Not Assigned. Notwithstanding anything expressed herein to the contrary, the PacifiCorp Excluded Assets are specifically excluded from the Purchased Assets as provided in the Agreement and shall be retained by PacifiCorp at and following the Closing.

3. Further Assurances. PacifiCorp shall, from time to time after the date hereof, at Idaho Power’s request and expense, prepare, execute and deliver to Idaho Power such other instruments of conveyance and transfer and take such other action as Idaho Power may reasonably request in order to sell, transfer, convey, assign and deliver and vest in Idaho Power, its successors and assigns, title to and possession of the Idaho Power Ownership Percentages in the Idaho Power Acquired Assets free and clear of all Encumbrances (except for PacifiCorp Permitted Encumbrances the lien of the PacifiCorp Mortgage on the Idaho Power Acquired Assets, which lien will be released after Closing in accordance with Section

2.10(b) of the Agreement) as provided in the Agreement and to further effect the purposes of this Bill of Sale.

4. Relationship to Agreement; Construction. This Bill of Sale is delivered pursuant to the Agreement. This Bill of Sale and the provisions hereof are subject, in all respects, to the terms and conditions of the Agreement, including all of the covenants, representations and warranties contained therein, all of which shall survive the execution and delivery of this Bill of Sale to the extent indicated in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Bill of Sale, the terms of the Agreement shall prevail.

5. No Waiver. It is understood and agreed that nothing in this Bill of Sale shall constitute a waiver or release of any claims arising out of the contractual relationships between PacifiCorp and Idaho Power.

6. No Third Party Beneficiary. Nothing in this Bill of Sale, express or implied, is intended or shall be construed to confer upon, or give to, any person other than Idaho Power, PacifiCorp and their successors and permitted assigns any remedy or claim under or by reason of this Bill of Sale or any agreements, terms, covenants or conditions hereof and all the agreements, terms, covenants and conditions contained in this Bill of Sale shall be for the sole and exclusive benefit of Idaho Power, PacifiCorp and their successors and permitted assigns.

7. Binding Effect. This Bill of Sale and all of the provisions hereof shall be binding upon and shall inure to the benefit of PacifiCorp, Idaho Power and their respective successors and permitted assigns.

8. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Idaho (regardless of the laws that might otherwise govern under applicable principles of conflicts of law) as to all matters, including matters of validity, construction, effect, performance and remedies.

9. Severability. Any term or provision of this Bill of Sale that is invalid or unenforceable in any situation will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

10. Counterparts. This Bill of Sale may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Bill of Sale and all of which, when taken together, will be deemed to constitute one and the same agreement.

11. Notices. All notice, requests, demands and other communications under this Bill of Sale shall be given in accordance with Section 7.3 of the Agreement and at the addresses set forth therein.

[Signature page follows.]

IN WITNESS WHEREOF, PacifiCorp has caused its duly authorized representative to execute this Bill of Sale as of the date first above written.

PACIFICORP

By: \_\_\_\_\_  
Name:  
Title:

Schedule 1 to PacifiCorp Power Bill of Sale

[[Schedule to be attached at Closing to contain detailed information for each item of equipment based upon the email exchanged between the Parties pursuant to Section 4.8]]

**Exhibit C**  
**Joint Ownership and Operating Agreement**

**Exhibit D**  
**Termination Agreement**

## TERMINATION AGREEMENT

This Termination Agreement (this “Agreement”), dated as of October 24, 2014, is made and entered into by and between Idaho Power Company, an Idaho corporation (“Idaho Power”), and PacifiCorp, an Oregon corporation (“PacifiCorp”). Idaho Power and PacifiCorp are also each referred to herein as a “Party” and, collectively, as the “Parties.”

### RECITALS

A. PacifiCorp and Idaho Power are parties to certain agreements relating to the construction, ownership, operation and maintenance of various electric generating and transmission facilities and related assets and associated transmission capacity that are listed on **Exhibit A** hereto (collectively, the “Legacy Agreements”).

B. Concurrently herewith, the Parties are entering into (i) a Joint Purchase and Sale Agreement (the “JPSA”), pursuant to which the ownership of certain jointly-owned equipment will be reallocated and the ownership of certain additional equipment will be exchanged between the Parties and (ii) a Joint Ownership and Operating Agreement, which will, among other things, govern the operation of the facilities and assets currently governed by the Legacy Agreements. Capitalized terms used but not defined in this Agreement have the meanings given in the JPSA.

C. As part of the transaction contemplated by the JPSA, the Parties are executing this Agreement in order to terminate the Legacy Agreements.

D. The JPSA requires that the Parties submit this Agreement to the Federal Energy Regulatory Commission (“FERC”) for approval, and the Parties intend that this Agreement shall not become effective until the Closing under the JPSA occurs (the occurrence of which is conditioned on, among other things, approval by FERC of this Agreement).

### AGREEMENT

In consideration of the above Recitals, which hereby are incorporated into this Agreement, the mutual promises and covenants contained herein, and for other good and valuable consideration, the Parties hereby agree as follows:

1. Condition Precedent. This Agreement, including the Parties’ rights and obligations hereunder, shall become effective, if at all, on the Closing Date. For the avoidance of doubt, no aspect of this Agreement, other than this Section 1, shall have any effect unless and until the Closing occurs. If the Closing does not occur and the JPSA is terminated, this Agreement, including this Section 1, shall become void *ab initio*.

2. Termination. The Legacy Agreements are hereby terminated, effective as of 12:00:01 a.m., Pacific time on the Closing Date; provided, however, that any financial rights or financial obligations of the Parties that may have arisen under the Legacy Agreements prior to the Closing Date and that have not been satisfied as of the Closing Date, together with any provisions of the Legacy Agreements necessary to give effect to such rights or obligations, shall survive such termination until satisfied.

3. Amendment and Modification. This Agreement may be amended, modified, or supplemented only by written agreement executed by both Parties.

4. Waiver of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of either Party to comply with any obligation, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

5. Notices.

(a) Any notice, demand, request or other communication required or permitted to be given pursuant to this Agreement shall be in writing and signed by the Party giving such notice, demand, request or other communication and shall be hand delivered or sent by certified mail, return receipt requested, or nationally or internationally recognized overnight courier to the other Party at the address set forth below:

If to Idaho Power: Idaho Power Company  
1221 West Idaho Street  
Boise, ID 83702  
Attn: Director, Load Serving Operations  
Telephone: 208-388-2360

With a copy to: Idaho Power Company  
1221 West Idaho Street  
Boise, ID 83702  
Attn: Legal Department  
Telephone: 208-388-2300

If to PacifiCorp: PacifiCorp  
825 NE Multnomah Street, Suite 1600  
Portland, OR 97232  
Attn: Director, Transmission Service  
Telephone: 503-813-6712

With a copy to: PacifiCorp  
825 NE Multnomah Street, Suite 2000  
Portland, OR 97232  
Attn: Legal Department  
Telephone: 503-813-5854

(b) Each Party shall have the right to change the place to which any notice, demand, request or other communication shall be sent or delivered by similar notice sent in like manner to the other Party. The effective date of any notice, demand, request or other communication issued pursuant to this Agreement shall be when: (i) delivered to the address of the Party personally, by messenger, by a nationally or internationally recognized overnight

delivery service; or (ii) received or rejected by the Party, if sent by certified mail, return receipt requested, in each case, addressed to the Party at its address and marked to the attention of the person designated above (or to such other address or person as a Party may designate by notice to the other Party effective as of the date of receipt by such Party).

6. Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests, or obligations hereunder may be assigned by either Party, without the prior written consent of the other Party. No provision of this Agreement creates any rights, claims or benefits inuring to any person that is not a Party hereto.

7. Governing Law; Exclusive Choice of Forum; Remedies.

(a) This Agreement, the rights and obligations of the Parties under this Agreement, and any claim or controversy arising out of this Agreement (whether based on contract, tort, or any other theory), including all matters of construction, validity, effect, performance and remedies with respect to this Agreement, shall be governed by and interpreted, construed, and determined in accordance with, the laws of the State of Idaho (regardless of the laws that might otherwise govern under applicable principles of conflicts of law). Each Party irrevocably consents to the exclusive jurisdiction and venue of any court within the State of Idaho, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of Idaho for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue or process.

(b) 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.

8. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

9. Entire Agreement. This Agreement will be a valid and binding agreement of the Parties only if and when it is fully executed and delivered by the Parties, and until such execution and delivery no legal obligation will be created by virtue hereof. This Agreement, together with the Exhibits hereto, and the JPSA, embody the entire agreement and understanding of the Parties hereto in respect of the subject matter hereof. This Agreement supersedes all prior agreements and understandings between the Parties with respect to such subject matter hereof. For purposes of clarity, the Parties expressly agree that the Legacy Agreements listed on **Exhibit A** hereto are the currently-effective versions of each Legacy Agreement and the Parties further agree that, in the case of the Legacy Agreements listed in Part 1 of Exhibit A, any and all prior versions

or amendments of such Legacy Agreements were superseded by the Legacy Agreements listed on **Part 1 of Exhibit A**. **Part 2 of Exhibit A** lists certain amendments that are part of the Specified Legacy Agreements, which amendments are being terminated pursuant to this Agreement. All other documents comprising the Specified Legacy Agreements are not being terminated, and instead will be amended and restated as described in the JPSA.

10. Expenses. Except as otherwise set forth in this Agreement, each Party shall bear its own expenses (including attorneys' fees) incurred in connection with the preparation, negotiation, execution and performance of this Agreement.

11. Delivery. This Agreement may be executed in multiple counterparts (each of which will be deemed an original, but all of which together will constitute one and the same instrument), and may be delivered by electronic transmission, with originals to follow by overnight courier or certified mail (return receipt requested).

[signatures on following page]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized officer as of the date first above written.

IDAHO POWER COMPANY

/s/ Darrel T. Anderson

By: \_\_\_\_\_

Name: Darrel T. Anderson

Title: President & CEO

PACIFICORP

/s/ R. Patrick Reiten

By: \_\_\_\_\_

Name: R. Patrick Reiten

Title: President & CEO, Pacific Power

**EXHIBIT A TO TERMINATION AGREEMENT**

**LEGACY AGREEMENTS**

**Part 1**

1. Antelope Substation Capacity Entitlement, Operation and Maintenance Agreement (Oct. 17, 1989, as amended Feb. 8, 1990)
2. Draft Transmission Services Agreement (May 5, 1995)
3. Populus Project Construction Agreement (Mar. 2, 2009)
4. Second Restated and Amended Transmission Facilities Agreement (Feb. 8, 2010)
5. First Revised Agreement for Interconnection and Transmission Services (May 24, 2010)
6. Hemingway Joint Ownership and Operating Agreement (May 3, 2010)
7. Populus Joint Ownership and Operating Agreement (May 3, 2010)
8. Borah Series Capacitor Operation and Maintenance Agreement (Nov. 15, 2010)
9. Threemile Knoll Series Capacitor Operation and Maintenance Agreement (Apr. 4, 2011)
10. Restated Transmission Services Agreement (Apr. 29, 2011)

**Part 2**

11. Letter Agreement regarding Bridger Switchyard 345 kV Breaker Replacements (Dec. 6, 1991)
12. Letter Agreement regarding Bridger-Goshen-Kinport Relay Replacement (Dec. 13, 1991)
13. Letter Agreement regarding Additional Capacitors at the Jim Bridger Project and Kinport Substation (Aug. 6, 1992)
14. Letter Agreement regarding the Loan of a Jim Bridger 345 kV Replacement Breakers for Temporary Installation at the Kinport Substation as part of the Shunt Capacitor Project for Idaho Power Company (Oct. 19, 1992)

**Exhibit E**  
**Amendment and Restatement of Specified Legacy Agreements**

1. Jim Bridger Ownership Agreement, dated as of September 22, 1969, between Idaho Power Company and Pacific Power & Light Company
  - to be amended and restated to:
    - incorporate all amendments, clarifications, modifications or supplements (whether by formal amendment, letter agreement, letter of intent or otherwise) (except for any Terminated Legacy Agreements), from September 22, 1969 to the Effective Date
    - delete all references to the Point of Rocks-to-Jim Bridger 230 kV transmission facilities
    - include certain agreed to changes to Section 3.2
    - provide that the amended and restated agreement will be the only surviving agreement related to the subject matter thereof
    - provide that the amended and restated agreement becomes effective only in the event of Closing
  
2. Jim Bridger Operation Agreement, dated as of September 22, 1969, between Idaho Power Company and Pacific Power & Light Company
  - to be amended and restated to:
    - incorporate all amendments, clarifications, modifications or supplements (whether by formal amendment, letter agreement, letter of intent or otherwise) (except for any Terminated Legacy Agreements), from September 22, 1969 to the Effective Date
    - delete all references to the Point of Rocks-to-Jim Bridger 230 kV transmission facilities
    - include certain agreed to changes to Sections 3.2 and 10.6
    - provide that the amended and restated agreement will be the only surviving agreement related to the subject matter thereof
    - provide that the amended and restated agreement becomes effective only in the event of Closing

**Schedules to Joint Purchase and Sale Agreement**

**Schedule 1.1(a)**

**Idaho Power Permitted Encumbrances**

The Encumbrances resulting from conditions set forth in governmental right-of-way grants

**Schedule 1.1(b)**

**Idaho Power's Knowledge**

Lisa Grow, Senior Vice President of Power Supply  
Tessia Park, Load Serving Operations Director  
Dave Angell, Customer Operations Planning Manager

**Schedule 1.1(c)**

**PacifiCorp Permitted Encumbrances**

The Encumbrances resulting from conditions set forth in governmental right-of-way grants

**Schedule 1.1(d)**

**PacifiCorp's Knowledge**

Natalie Hocken – Senior Vice President, Transmission & Systems Operations

Richard Vail – Vice President, Transmission

Brian Fritz – Director, Transmission Development

Mary Wiencke – Director, Environmental Strategy and Policy

**Schedule 1.1(e)****Idaho Power Planned Improvements**

Substation Project	2014 Budget	2015 Budget	2016 Budget
ADEL130002 - ADEL Correct CT & PT wiring on ADEL-BORA-MPSN Line Protection	\$ 20,000		
ADEL140001 - ADEL Replace RFL-9700s for ADEL-BORA-MPSN, ADEL-BORA, ADEL-MPSN		\$ 15,000	\$ 30,000
ADEL150001 - ADEL Replace 302A circuit breaker	\$ 60,000	\$ 440,000	
BORA130001 - BORA Replace three event recorders	\$ 70,000		
BORA140001 - BORA Replace 309A power circuit breaker	\$ 15,000	\$ 45,000	\$ 380,000
BORA140002 - BORA - Inspect, make repairs needed, bus on both sides of capacitor bank	\$ 25,000		
BORA140003 - BORA Replace RFL-9700s for ADEL-BORA-MPSN, ADEL-BORA, ADEL-MPSN		\$ 10,000	\$ 30,000
BORA140004 - BORA Replace the protection equipment and controls to eliminate single points of failure in BORA T341	\$ 65,000	\$ 375,000	\$ 20,000
BORA150001 - BORA Replace C341 Series Capacitor	\$ 30,000	\$ 800,000	\$ 4,620,000
BORA150002 - BORA Remove the LFDC relays on the BORA-ADEL-MPSN and the BORA-ADEL 345-kV Lines		\$ 5,000	\$ 10,000
KPRT130001 - KPRT - Upgrade Power Line Carrier at Kinport - PAC requested project	\$ 130,000		
KPRT130003 - KPRT Replace KPRT-MPSN 345kV Line Protection		\$ 10,000	\$ 35,000
KPRT130005 - KPRT Replace 301A power circuit breaker	\$ 50,000		\$ 360,000
KPRT150001 - KPRT Replace 302Z Circuit Switcher, install new upstream airbrake	\$ 675,000		
KPRT150002 - KPRT Replace failing Sequence of Event Recorders (SER's)		\$ 50,000	
KPRT150003 - KPRT Correct single points of possible failure in KPRT T341 protection	\$ 15,000	\$ 20,000	\$ 155,000
KPRT150005 - KPRT Replace C341 Series Capacitor Bank		\$ 35,000	\$ 1,185,000
MPSN120004 - MPSN Replace 345 kV breakers 301A and 302A and the MPSN-KPRT and the MPSN-ADEL-BORA line protection		\$ 20,000	\$ 215,000
MPSN130001 - MPSN Replace five 345 kV reactor relays	\$ 35,000	\$ 125,000	
MPSN130002 - MPSN Replace reactor protection relays for L506, L507, L508	\$ 230,000		
MPSN130004 - MPSN Replace T501 and 500/345 kV bus tie protection AND 345 kV breaker 304A	\$ 125,000	\$ 755,000	
MPSN140001 - MPSN Replace 303A IPO breaker, replace the MPSN-HMBT 345 kV Line Protection			\$ 5,000
MPSN140004 - Replace the failed local service auto transfer switches	\$ 15,000		
MPSN140005 - MPSN Replace RFL-9700s for ADEL-BORA-MPSN, ADEL-BORA, ADEL-MPSN		\$ 10,000	\$ 25,000
MPSN150001 - T606, Midpoint Bus Tie, Ten Year Maintenance			\$ 50,000

*EXECUTION VERSION*

MPSN150003 - MPSN Upgrade the bus protection for MPSN T341/Bus1/Bus3 and T342/Bus2/Bus4		\$ 20,000	\$ 35,000
MPSN150004 - MPSN Replace failing cable trays		\$ 10,000	\$ 160,000
MPSN150006 - MPSN Oil spill response and new MPSN 500-kV L-508 reactor foundation if needed	\$ 80,000		
MPSN150009 - MPSN T501 - IPCO 524-02 - Rewind or Replace Failed 500/345-kV Single-Phase Transformer	\$ 200,000	\$ 1,000,000	
Annual Substation Subtotal	\$ 1,840,000	\$ 3,745,000	\$ 7,315,000
Transmission Line Project	2014 Budget	2015 Budget	2016 Budget
T601130001 - T601 Goshen-State Line FAC008 Compliance	\$ 300,000	\$ 300,000	\$ 3,600,000
T950130001 - T950 Midpoint-Borah #1 FAC008 Compliance	\$ 3,500,000		
T950130002 - Line 950, MPSN-BORA #1 345KV, Ten year maintenance and priority 2 corrections	\$ 106,294		
T950130003 - Line 950, Midpoint-Borah #1 345 KV, Correct Priority 2 items identified by the Patrolman	\$ 25,000	\$ 250,000	
T951130002 - Line 951, Midpoint-Borah #2 345 KV, Correct Priority 2 items identified by the Patrolman	\$ 20,000	\$ 250,000	
T951140001 - T951 Replace remaining wood poles with steel	\$ 20,000		\$ 5,050,000
Annual Transmission Line Subtotal	\$ 3,971,294	\$ 800,000	\$ 8,650,000
Annual Total	\$ 5,811,294	\$ 4,545,000	\$ 15,965,000

**Schedule 1.1(f)**  
**PacifiCorp Planned Improvements**

Description	CY14	CY15	CY16	Projected In-Service Date
Jim Bridger Tie Line Relaying	\$ 90,000			3/31/2014
Summer Lake - Midpoint Loop into Hemingway (PAC share)	\$ 183,420	\$ 1,139,760		11/30/2015
Goshen 161 kV - Bus Tie Breaker Program - TPL003	\$ 616,787			9/30/2014
Goshen substation replace switches		\$ 300,000		9/1/2015
Hemingway – Summer Lake 500kV Line - structure work		\$ 400,000		9/1/2015
Hurricane substation - replace A/C unit	\$ 2,800			12/31/2014
Summer Lake substation - replace 500 kV breaker	\$ 1,200,000			12/31/2014
Burns substation - replace control house heater	\$ 475			12/31/2014
Walla Walla - Hurricane 230 kV transmission line - replace 8 structures	\$ 225,000			12/31/2014
Goshen 345kV and 161 kV - relay replacements	\$ 1,155,948			12/31/2014
Goshen 345 kV/161 kV - add DFR	\$ 566,985			9/15/2014
Antelope 230 kV substation - replace CB 231	\$ 284,615			12/31/2014
Jim Bridger 345 kV substation - replace reactor breakers	\$ 1,919,508			12/31/2014
Goshen 161 kV substation - install new capacitor bank		\$ 563,374	\$ 1,000,000	12/15/2016
	\$ 6,245,538	\$ 2,403,134	\$ 1,000,000	

**Schedule 1.1(g)**

**Terminated Legacy Agreements**

1. Antelope Substation Capacity Entitlement, Operation and Maintenance Agreement (Oct. 17, 1989, as amended Feb. 8, 1990)
2. Draft Transmission Services Agreement (May 5, 1995)
3. Populus Project Construction Agreement (Mar. 2, 2009)
4. Second Restated and Amended Transmission Facilities Agreement (Feb. 8, 2010)
5. First Revised Agreement for Interconnection and Transmission Services (May 24, 2010)
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13. Letter Agreement regarding Additional Capacitors at the Jim Bridger Project and Kinport Substation (Aug. 6, 1992)
14. Letter Agreement regarding the Loan of a Jim Bridger 345 kV Replacement Breakers for Temporary Installation at the Kinport Substation as part of the Shunt Capacitor Project for Idaho Power Company (Oct. 19, 1992)

**Schedule 1.1(h)**

**Specified Legacy Agreements**

1. Jim Bridger Ownership Agreement, dated as of September 22, 1969, between Idaho Power Company and Pacific Power & Light Company (as amended, clarified, modified or supplemented through the Effective Date)
2. Jim Bridger Operation Agreement, dated as of September 22, 1969, between Idaho Power Company and Pacific Power & Light Company (as amended, clarified, modified or supplemented through the Effective Date)

**Schedule 1.1(i)**

**Idaho Power Required Regulatory Approvals**

1. The FPA 203 Approval
2. The FPA 205 Approval
3. Approval of the Transaction by the Idaho Public Utilities Commission
4. Approval of the Transaction by the Oregon Public Utility Commission

**Schedule 1.1(j)**

**PacifiCorp Required Regulatory Approvals**

1. The FPA 203 Approval
2. The FPA 205 Approval
3. Approval of the Transaction by the California Public Utilities Commission
4. Approval of the Transaction by the Idaho Public Utilities Commission
5. Approval of the Transaction by the Oregon Public Utility Commission
6. Approval of the Transaction by the Utah Public Service Commission
7. Approval of the Transaction by the Washington Utilities and Transportation Commission
8. Approval of the Transaction by the Wyoming Public Service Commission

**Schedule 1.1(k)**

**230kV Upgrades**

1. Install a 230/138kV, 300 MVA transformer at the Bowmont substation; and
2. Replace two 230kV series capacitor banks at the Midpoint substation.

**Schedule 3.1(f)**

**PacifiCorp Acquired Assets – Liabilities**

None.

**Schedule 3.1(g)**

**PacifiCorp Acquired Assets – Title Exceptions**

None.

**Schedule 3.1(h)(i)**

**PacifiCorp Acquired Assets – Environmental Law and Environmental Permit Exceptions**

None.

**Schedule 3.1(h)(ii)**

**PacifiCorp Acquired Assets – Violation of Environmental Laws**

None.

**Schedule 3.1(h)(iii)**

**PacifiCorp Acquired Assets – Releases**

None.

**Schedule 3.1(h)(iv)**

**PacifiCorp Acquired Assets – Storage Tanks, etc.**

None.

**Schedule 3.1(h)(v)**

**PacifiCorp Acquired Assets – Assumed Obligations under Environmental Laws**

None.

**Schedule 3.1(j)**

**PacifiCorp Acquired Assets – Intellectual Property**

None.

**Schedule 3.2(f)**

**Idaho Power Acquired Assets – Liabilities**

None.

**Schedule 3.2(g)**

**Idaho Power Acquired Assets – Title Exceptions**

None.

**Schedule 3.2(h)(i)**

**Idaho Power Acquired Assets – Environmental Law and Environmental Permit Exceptions**

None.

**Schedule 3.2(h)(ii)**

**Idaho Power Acquired Assets – Violation of Environmental Laws**

None.

**Schedule 3.2(h)(iii)**

**Idaho Power Acquired Assets – Releases**

None.

**Schedule 3.2(h)(iv)**

**Idaho Power Acquired Assets – Storage Tanks, etc.**

None.

**Schedule 3.2(h)(v)**

**Idaho Power Acquired Assets – Assumed Obligations under Environmental Laws**

None.

**Schedule 3.2(j)**

**Idaho Power Acquired Assets – Intellectual Property**

None.