

Share Assessment Agreement

by and between Ferron Canal & Reservoir Company and PacifiCorp

This Share Assessment Agreement (“Agreement”) is effective as of the ____ day of _____, 2016, (“Effective Date”) by and between Rocky Mountain Power, an unincorporated division of PacifiCorp, (“PacifiCorp”) and Ferron Canal and Reservoir Company (“Ferron”), a Utah nonprofit irrigation company. PacifiCorp and Ferron shall collectively be referred to as the “parties” or individually as a “party” as the context so requires.

RECITALS

- A. PacifiCorp owns 7,647 shares of stock in Ferron (the “PacifiCorp Shares”), which Ferron classifies as “Industrial” for purposes of imposing share assessments on PacifiCorp Shares. Ferron stock represents interests in water rights of Ferron. PacifiCorp uses the water delivered by Ferron under its shares at the Hunter Power Plant for power generation and industrial purposes.
- B. Prior to 2009, Ferron assessed PacifiCorp Shares on an equal basis, or at a 1:1 ratio, with the assessment rate for the Agricultural shares within Ferron (“Agricultural Share Assessment Rate”). In 2009, Ferron assessed PacifiCorp Shares at a 2:1 ratio as compared to the Agricultural Share Assessment Rate. Then in 2013, Ferron assessed PacifiCorp Shares at a 3:1 ratio as compared to the Agricultural Share Assessment Rate. By letters dated July 9, 2015 and August 6, 2015 from Ferron to PacifiCorp, and pursuant to the Utah Share Assessment Act, Ferron desires to increase the assessment rate for PacifiCorp Shares to a 5:1 ratio as compared to the Agricultural Share Assessment Rate, hereafter referred to as the “Industrial Share Assessment Ratio Increase”.
- C. Ferron’s Board of Directors approved the Industrial Share Assessment Ratio Increase on February 11, 2016. A copy of such approval is included as Attachment 1 (“FERRON CANAL & RESERVOIR COMPANY RESOLUTION”)
- D. Ferron believes the Industrial Share Assessment Ratio Increase is necessary in order to adequately fund ongoing Ferron operations, more equitably balance the assessment burden between share water use categories, and better reflect the benefits PacifiCorp receives pursuant to the PacifiCorp Shares, as an industrial user, as compared to the benefits the agricultural shareholders receive pursuant to the Agricultural Shares. Ferron further believes the Industrial Share Assessment Ratio Increase is consistent with Ferron’s internal governance requirements and the Utah Share Assessment Act.
- E. The parties now agree to an assessment structure that, among other things, establishes PacifiCorp’s assessment rate at a 5:1 ratio as compared to the assessment rate of the agricultural shareholders in Ferron, as set forth in this Agreement.

F. From the Effective Date of this Agreement, PacifiCorp will not challenge or oppose the Industrial Share Assessment Ratio Increase or the efficacy or regularity of all actions of Ferron necessary to approve the Industrial Share Assessment Ratio Increase on the terms and conditions stated herein.

G. Ferron will not challenge or oppose the terms and conditions of this Agreement during the effective Term of this Agreement.

TERMS AND CONDITIONS

For the exchange of valuable consideration, the parties agree as follows:

1. **Term:** The term of this Agreement shall be from the Effective Date until December 31, 2025 (the "Term.") This Agreement may be renewed for an additional ten year term by mutual written agreement of the parties.
2. **Share Assessments:**
 - 2.1. A comparison between the Agricultural Share Assessment and the Industrial Share Assessment shall be used for purposes of assessing the Industrial Share Assessment Ratio under this Agreement.
 - 2.1.1. If Ferron assesses all Agricultural users equally, Ferron shall provide the amount of the Agricultural Share Assessment with its annual assessment notice to PacifiCorp.
 - 2.1.2. If Ferron does not assess all Agricultural users equally, for purposes of this Agreement, Ferron shall determine annually the average Agricultural Share Assessment by totaling all assessments levied on Agricultural users and dividing the total by the total number of Agricultural Shares ("Annual Average Agricultural Assessment"). Ferron shall provide the reasonably detailed calculations used to determine the Annual Average Agricultural Assessment as part of its annual assessment notice to PacifiCorp.
 - 2.2. Ferron shall assess the PacifiCorp Shares in accordance with Ferron governance requirements, this Agreement and the Utah Share Assessment Act. Beginning with share assessments for 2016, and based on the share assessment categories described in Paragraph 2.1, the share assessment rate for the PacifiCorp Shares (the "Industrial Share Assessment") shall be no more than a 5:1 ratio as compared to either (1) the Annual Agricultural Assessment or (2) Annual Average Agricultural Assessment, as further explained in Paragraph 2.1. By way of example only, if the Annual Agricultural Assessment is \$17.50 per share, then the Industrial Share Assessment shall be no more than \$87.50 per share, and if the Annual Agricultural Assessment is \$10.00 per share, the Industrial Share Assessment shall be no more than \$50.00 per share.

2.3. PacifiCorp agrees not to challenge or oppose the Industrial Share Assessment Ratio Increase or the efficacy or regularity of all actions of Ferron necessary to approve the Industrial Share Assessment Ratio Increase. Except upon prior approval by PacifiCorp, Ferron agrees that any changes to the categorization of the Ferron water shares will not alter, change or impact in any way, the Industrial Share Assessment Ratio agreed upon pursuant to this Agreement.

2.4. Industrial Share Assessments shall be administered according to the following principles:

2.4.1. Ferron shall not assess any other Industrial water users more favorably to that Industrial water user than it assesses the PacifiCorp Industrial Shares, except as Ferron may establish as appropriate under the Utah Share Assessment Act.

2.4.2. The Industrial Share Assessment is intended to include a proportionate share of all expenses, including but not limited to general operation, maintenance and other costs, associated with Ferron that are assessable to shareholders. The parties intend that no additional costs will be imposed on PacifiCorp or the PacifiCorp Shares outside of the Industrial Share Assessment.

2.4.3. Ferron shall invoice PacifiCorp only on the basis of a one-line assessment in "dollars per share of stock" owned by PacifiCorp, and no additional special assessments or costs shall be included in the invoice for PacifiCorp's Industrial Share Assessment.

3. **Industrial Representation on Board of Trustees:** As part of the consideration for the increase in PacifiCorp's Industrial Share Assessment, Ferron's Bylaws were amended by a general shareholders vote on January 9, 2016 to provide for the addition of an Industrial representative to be on the Ferron Board of Trustees. Such additional Trustee shall have the same rights and general duties as each other member of the Board of Trustees.

4. **Designated Representative and Notices:** Any notice by either party to the other shall be delivered in writing to the office of the designated representative of the other party, or, if deposited in the mail, properly stamped with the required postage and addressed to the office of such representative as follows:

If to PacifiCorp:

PacifiCorp – Hunter Plant
P.O. Box 569
Castle Dale, Utah 84513
Attn: Managing Director
Telephone: (435) 748-6211

If to Ferron:

Ferron Canal & Reservoir Company
P.O. Box 963
Ferron, Utah 84523
Attn: President
Telephone: (435) 384-2990

5. **Miscellaneous Provisions:**

a. Governing Law. This Agreement shall be governed by the laws of the State of Utah, without giving effects to its conflict of law rules contained therein.

b. Entire Agreement. This Agreement represents the entire agreement between PacifiCorp and Ferron with respect to the Industrial Share Assessment Ratio Increase and supersedes all prior negotiations, representations or agreements, either written or oral, relating thereto. This Agreement may be amended only in writing signed by both parties.

c. Interpretation. Each term hereof shall be construed simply according to its fair meaning and not strictly for or against either party. The parties have jointly prepared this Agreement, and no term hereof shall be construed against a party on the ground that the party is the author of that provision. The Recitals contained herein are repeated verbatim and are incorporated as part of this Agreement.

d. Jury Waiver. To the fullest extent permitted by law, each party waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising in connection with this Agreement.

e. Successors and Assigns. This Agreement shall be binding upon all successors and assigns of the parties.

Now, THEREFORE, this Agreement is entered into as of the day and year first written above.

By: _____
PacifiCorp

Its: _____

Date:

By: _____
Ferron Canal & Reservoir Company

Its: _____

Date:

Attest:

Secretary

Attachment 1

**FERRON CANAL & RESERVOIR COMPANY
RESOLUTION**

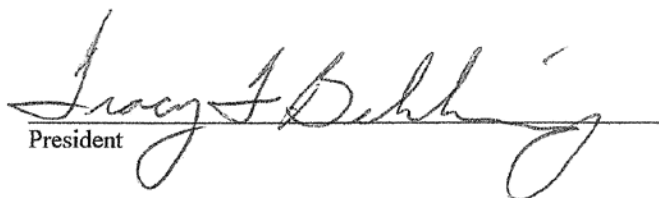
**RESOLUTION IMPLEMENTING AN INDUSTRIAL ASSESSMENT FOR
SHARES OF THE COMPANY FOR WHICH WATER REPRESENTED
THEREBY IS USED FOR INDUSTRIAL USE**

BE IT HEREBY RESOLVED that the Board of Directors of Ferron Canal & Reservoir Company does establish an annual assessment on Industrial Shares that shall be five times the annual assessment on Agricultural Shares of the Company. This assessment on Industrial Shares shall be effective for the 2015 year and continue for ten years with an option to renew the assessment.

This resolution shall be effective upon passage and shall remain in force until revoked, repealed or amended by a subsequent action of the Board of Directors of the Company.

DATED the 11th day of February, 2016

FERRON CANAL & RESERVOIR COMPANY


President