

IDACORP INC
Form DEF 14A
April 01, 2016

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 14A INFORMATION

Proxy Statement Pursuant to Section 14(a) of the Securities Exchange Act of 1934
(Amendment No.)

Filed by the Registrant

Filed by a Party other than the Registrant

Check the appropriate box:

- Preliminary Proxy Statement
- Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))
- Definitive Proxy Statement
- Definitive Additional Materials
- Soliciting Material under §240.14a-12

IDACORP, INC.
(Name of Registrant as
Specified in its Charter)

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Proxy Statement, if Other
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(1) Title of each
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(2) Aggregate number of securities to which transaction applies:

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-

IDACORP, INC.

2016 PROXY STATEMENT AND NOTICE OF ANNUAL MEETING

May 19, 2016 | Boise, Idaho

April 1, 2016

Dear Fellow Shareholders:

You are cordially invited to attend the 2016 Annual Meeting of Shareholders of IDACORP, Inc. The Annual Meeting will be held on Thursday, May 19, 2016, at 10:00 a.m. (Mountain Time) at the IDACORP, Inc. corporate headquarters building located at 1221 West Idaho Street in Boise, Idaho.

The matters to be acted upon at the meeting are described in our proxy materials, which are being furnished to our shareholders over the Internet, other than to those shareholders who requested a paper copy. In addition, in connection with the Annual Meeting we will discuss the company's financial results, operational matters, and several of the company's initiatives. During the meeting, our shareholders will have the opportunity to ask questions of management. Our directors and officers also will be available to visit with you before and after the formal meeting. For those unable to attend in person, we will also be providing a live listen-only audio (with slides) webcast of the Annual Meeting from the IDACORP Investor Relations website, www.idacorpinc.com/investor-relations.

Whether or not you attend the Annual Meeting, it is important that your shares be represented and voted at the meeting. Therefore, we urge you to promptly vote and submit your proxy via the Internet, by telephone, or by mail, in accordance with the instructions included in the proxy statement.

We appreciate your continued interest in and support of our company.

Sincerely,

Darrel T. Anderson

Robert A. Tinstman

President and Chief Executive Officer Chairman of the Board of Directors

IDACORP, Inc.

1221 W. Idaho Street

Boise, Idaho 82702

NOTICE OF 2016 ANNUAL MEETING OF SHAREHOLDERS

- Date and Time: Thursday, May 19, 2016 at 10:00 a.m. Mountain Time
- Place: IDACORP, Inc. Corporate Headquarters Building
1221 West Idaho Street, Boise, Idaho 83702-5627
- Items of Business:
- To elect 10 directors nominated by the board of directors for a one-year term;
 - To vote on an advisory resolution to approve executive compensation;
 - To ratify the appointment of Deloitte & Touche LLP as our independent registered public accounting firm for the year ending December 31, 2016; and
 - To transact such other business that may properly come before the meeting and any adjournments or postponements of the meeting.

As of the date of this notice, the company has received no notice of any matters, other than those listed above, that may properly be presented at the annual meeting. If any other matters are properly presented for consideration at the meeting, the persons named as proxies on the proxy card that accompanies this proxy statement, or their duly constituted substitutes, will be deemed authorized to vote the shares represented by proxy or otherwise act on those matters in accordance with their judgment.

- Record Date: Holders of record of IDACORP common stock at the close of business on March 28, 2016, are entitled to notice of and to vote at the annual meeting or any adjournment or postponement of the annual meeting.

- Attendance: You are invited to attend the meeting in person. Shareholders interested in attending in person must register by calling (800) 635-5406 prior to the close of business on May 18, 2016. Proof of ownership will also be required to enter the meeting. Any shareholder voting a proxy who attends the meeting may vote in person by revoking that proxy before or at the meeting.

- How to Vote: Please vote your shares at your earliest convenience. Registered holders may vote (a) by Internet at www.proxypush.com/ida; (b) by toll-free telephone by calling (866) 702-2221; or (c) by mail (if you received a paper copy of the proxy materials by mail) by marking, signing, dating, and promptly mailing the enclosed proxy card in the postage-paid envelope. If you hold your shares through an account with a brokerage firm, bank, or other nominee, please follow the instructions you receive from them to vote your shares.

Important Notice Regarding the Availability of Proxy Materials for the 2016 Annual Meeting of Shareholders: Our 2016 proxy statement and our annual report for the year ended December 31, 2015, are available free of charge on our website at www.idacorpinc.com.

By Order of the Board of Directors

Patrick A. Harrington
Corporate Secretary
April 1, 2016

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PROXY STATEMENT HIGHLIGHTS

2016 Annual Meeting Information:

- Ø **Date and Time:** May 19, 2016 at 10:00 a.m. Mountain Time
- Ø **Meeting Place:** IDACORP, Inc. Corporate Headquarters Building
1221 West Idaho Street, Boise, Idaho 83702-5627
- Ø **Live Webcast:** www.idacorpinc.com/investor-relations
(Archived for one year after the meeting)
- Ø **Eligibility:** You are eligible to vote if you were a shareholder of record at the close of business on March 28, 2016
- Ø **Your Vote:** You may cast your vote in any of the following ways:

Internet	Telephone	Mail	In-Person
For registered holders, visit www.proxypush.com/ida . If your shares are held in street name, follow the instructions delivered to you by your bank or broker. You will need the control number included in your proxy card, voter instruction form, or Notice of Internet Availability.	For registered holders, call 1-866-702-2221. If your shares are held in street name, call the number on your voter instruction form. You will need the control number included in your proxy card, voter instruction form, or Notice of Internet Availability.	Send your completed and signed proxy card or voter instruction form to the address on your proxy card or voter instruction form.	If you are a shareholder of record or have a proxy executed in your favor, you can attend the meeting and cast your vote in-person.

Agenda and Voting Matters:

Summary Description of Voting Matters	Board Voting Recommendation
1. Election of ten director nominees for a one-year term	FOR each director nominee
2. Advisory resolution to approve our executive compensation	FOR
3. Ratification of the appointment of Deloitte & Touche LLP as our independent registered public accountant for 2016	FOR

Information on Our Director Nominees:

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Our board of directors has nominated 10 directors for election at the 2016 Annual Meeting. You are being asked to vote on the election of each of the 10 nominees. Please see Part 3 – “Board of Directors” in this proxy statement for more information about each nominee.

Committee Memberships

Director Nominee	Director Since	Age	Independent	Audit	Compensation	Corp. Gov. and Nomin.	Executive
Darrel T. Anderson	2013	58					©
Thomas E. Carlile	2014	64					
Richard J. Dahl	2008	64		©			
Ronald W. Jibson	2013	63					
Judith A. Johansen	2007	57					
Dennis Johnson	2013	61					
J. LaMont Keen	2004	63					
Christine King	2006	66			©		
Richard J. Navarro	2015	63					
Robert A. Tinstman (BC)	1999	69				©	

(BC) — Board Chairperson

© — Committee Chairperson

Average Director Tenure: 7 years

Average Age: 63

Governance Highlights and Investor Engagement:

We seek to adopt and implement corporate governance practices that we believe are in the interests of our shareholders and that reflect best practices. Some of our governance practices include the following:

Annual election of all directors	Majority vote resignation policy for directors in uncontested elections
8 of 10 directors are independent	Compensation clawback policy
Independent chairperson	Stock retention requirement for officers
Regular board and committee executive sessions by non-management and independent directors	Mandatory continuing education requirements for our directors
Mandatory director retirement age of 72	No shareholder rights plan
Stock ownership requirement for directors and officers	Independent audit, compensation, and corporate governance and nominating committees
Prohibition on hedging and pledging of securities for directors and officers	Robust codes of conduct and ethics, reviewed by our directors
Annual self-evaluations of the board and committees	Significant participation by the board in succession planning

Our relationship with our shareholders and the investment community is of great importance to our company. To that end, shareholder engagement is a consideration in the performance evaluation of members of our executive team. Aside from our normal corporate communications, we engage with shareholders, the investment community, and interest groups through our participation in various utility and investment conferences, mini road shows, and one-on-one meetings and telephone discussions with investors. During those meetings we solicit input on topics such as corporate governance, executive leadership, dividends, disclosure and corporate communications, transparency, and sustainability.

Our 2015 Performance:

The year 2015 marked our eighth consecutive year of earnings growth.

We had a successful year during 2015 in a number of respects. We:

- Ø achieved net income growth for an eighth consecutive year;
- Ø increased our quarterly common stock dividend from \$0.47 per share to \$0.51 per share (from 2012 through 2015, Ø our board of directors has approved a collective 70 percent increase in the quarterly dividend, from \$0.30 to \$0.51 per share);
- Ø achieved our goal to reduce Idaho Power's average CO₂ emissions intensity by 10 to 15 percent below 2005 emissions for the period from 2010 through 2015;
- Ø achieved the highest rolling 12-month customer relationship index score (Idaho Power's internal measure of customer satisfaction) ever recorded by Idaho Power; and
- Ø improved Idaho Power's ranking from 17 to 11 in the annual "40 Best Energy Companies" list published by Public Utilities Fortnightly.

Executive Compensation Program Design Highlights:

We believe strong performance by our executive officers is essential to achieving long-term growth in shareholder value and to delivering superior service to our utility customers. We seek to accomplish this by making the majority of our executive officers' pay "at risk," meaning we tie much of our executive officers' target compensation to our financial and operational performance. In order to be earned, a substantial portion of our executives' compensation requires that we achieve successful results over one- and three-year performance periods. As an executive's level of responsibility increases, so does the percentage of total compensation at risk, which we believe aligns the interests of our executives who have the highest level of decision-making authority with the interests of our shareholders.

Our executive compensation policy provides that various elements of our compensation for executive officers should target combined short- and long-term incentive compensation comprising 35 percent to 75 percent of total target compensation.

For 2015, over 70% of our President and CEO's target compensation was "at risk."

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We seek to establish performance metrics for incentive compensation that reward our executive officers for achieving objectives that align with our shareholders' interests, and we use both operational and financial metrics for our incentive compensation. Our long-term incentive metrics are measures of the creation of shareholder value, rewarding appreciation in stock price and total shareholder return. Because of the diversity of our performance metrics, our executive officers' annual compensation can vary considerably depending on our actual performance in any period. For 2015, we used the following metrics:

Short-term Incentive (One Year) Long-term Incentive (Three Year)

We have a number of compensation policies and practices that we use to help align the interests of management with our shareholders, including the following:

We use a number of financial and operational performance metrics for executive compensation and have a policy that a significant percentage of our executives' target compensation be "at-risk"

We have solely independent directors on our compensation committee

Our compensation committee retains an independent consultant

We impose minimum stock ownership and retention obligations

We have adopted a clawback policy

We impose a maximum cap on incentive compensation

We do not provide employment agreements

We do not permit hedging or pledging of our stock by executive officers

We provide only limited perquisites

We do not provide stock options

Low burn rate on equity for incentive awards

Since the first advisory vote on executive compensation in 2011, IDACORP has received strong support for its executive compensation programs, with over 90 percent of votes cast each year in favor of the programs.

Please see Part 4 – "Executive Compensation" in this proxy statement for a more detailed discussion of our compensation programs.

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PROXY STATEMENT

IDACORP, Inc. – 1221 W. Idaho Street – Boise, Idaho 83702-5627

PART 1 – INFORMATION ABOUT THIS PROXY STATEMENT AND THE ANNUAL MEETING

General Information

This proxy statement contains information about the 2016 Annual Meeting of Shareholders (“Annual Meeting”) of IDACORP, Inc. (“IDACORP”). The Annual Meeting will be held on Thursday, May 19, 2016, at 10:00 a.m. local time at the IDACORP corporate headquarters building, located at 1221 West Idaho Street in Boise, Idaho 83702-5627.

References in this proxy statement to the “company,” “we,” “us,” or “our” refer to IDACORP. We also refer to Idaho Power Company (“Idaho Power”) in this proxy statement. Idaho Power is an electric utility engaged in the generation, transmission, distribution, sale, and purchase of electric energy and is our principal operating subsidiary.

This proxy statement is being furnished to you by our Board of Directors to solicit your proxy to vote your shares at the Annual Meeting and any adjournment of the Annual Meeting. All returned proxies that are not revoked will be voted in accordance with your instructions.

You are entitled to attend the Annual Meeting only if you are an IDACORP shareholder as of the close of business on March 28, 2016, the record date, or hold a valid proxy for the meeting. In order to be admitted to the Annual Meeting, you must present proof of ownership of IDACORP common stock on the record date. This can be (a) a brokerage statement or letter from a bank or broker indicating ownership on the record date; (b) the Notice of Internet Availability of Proxy Materials (“Notice of Internet Availability”); (c) a printout of the proxy distribution email (if you received your materials electronically); (d) a proxy card; (e) a voting instruction form; or (f) a legal proxy provided by your broker, bank, or nominee. Any holder of a proxy from a shareholder must present the proxy card, properly executed, and a copy of the proof of ownership. Shareholders and proxy holders must also present a form of photo identification such as a driver’s license. Finally, shareholders interested in attending in person must register by calling (800) 635-5406 prior to the close of business on May 18, 2016. We may not admit anyone who does not satisfy these requirements or who refuses to comply with our security procedures.

We make our proxy materials and our annual report to shareholders available on the Internet as our primary distribution method. Most shareholders will only be mailed a Notice of Internet Availability. We expect to mail the Notice of Internet Availability on or about April 1, 2016. The Notice of Internet Availability specifies how to access proxy materials on the Internet, how to submit your proxy vote, and how to request a hard copy of the proxy materials. On or about April 1, 2016, we also began mailing printed copies of our proxy materials to our shareholders who had previously requested paper copies of our proxy materials.

Note About Forward-Looking Statements: Statements in this proxy statement that relate to future plans, objectives, expectations, performance, events, and the like, including statements regarding future financial and operational performance (whether associated with compensation arrangements or otherwise), may constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (“Exchange Act”). Forward-looking statements may be identified by words including, but not limited to, “anticipates,” “believes,” “intends,” “estimates,” “expects,” “targets” “should,” and similar expressions. Shareholders are cautioned that any such forward-looking statements are subject to risks and uncertainties. Actual results may differ materially from those projected in the forward-looking statements. We assume no obligation to update any such forward-looking statement, except as required by applicable law. Shareholders should review the risks and uncertainties listed in our most recent Annual Report on Form 10-K and other reports we file with the Securities and Exchange Commission, including the risks

described therein, which contain factors that may cause results to differ materially from those contained in any forward-looking statement.

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Questions and Answers About the Annual Meeting, this Proxy Statement, and Voting

Why did I receive a notice in the mail regarding the Internet availability of proxy materials instead of a full set of proxy materials?

Pursuant to rules adopted by the Securities and Exchange Commission, we have elected to provide access to our proxy materials on the Internet. Accordingly, we are sending the Notice of Internet Availability to most of our shareholders. All shareholders will have the ability to access the proxy materials on a website referred to in the Notice of Internet Availability or may request a printed set of the proxy materials at no charge. Shareholders may request to receive proxy materials in printed form by mail or electronically by email on an ongoing basis by following the instructions provided in the Notice of Internet Availability.

Who is entitled to vote at the Annual Meeting?

You are entitled to notice of, and to vote at, the Annual Meeting if you owned shares of our common stock at the close of business on March 28, 2016. This is referred to as the “record date.” As of the record date, we had 50,420,017 outstanding shares of common stock entitled to one vote per share on all matters.

What matters are before the Annual Meeting, and how does the IDACORP Board of Directors recommend I vote?

At the Annual Meeting, our shareholders will consider and vote on the matters listed below. In determining how to vote, please consider the detailed information regarding each proposal as discussed in this proxy statement.

Proposal Number	Description of Proposal	Board Recommendation	Page Reference
1	Elect to the board of directors the ten nominees who are named in this proxy statement to serve until the 2017 annual meeting of shareholders, and until their successors are elected and qualified	FOR each director nominee	14
2	Advisory resolution to approve our executive compensation	FOR	59
3	Ratification of the appointment of Deloitte & Touche LLP as our independent registered public accounting firm for the year ending December 31, 2016	FOR	60

Will any other business be conducted at the Annual Meeting or will other matters be voted on?

As of the date of this proxy statement, we are unaware of any matters, other than those listed in the Notice of 2016 Annual Meeting of Shareholders, that may properly be presented at the Annual Meeting. If any other matters are properly presented for consideration at the meeting, including, among other things, consideration of a motion to adjourn the meeting to another time or place, the persons named as proxies, or their duly constituted substitutes, will be deemed authorized to vote those shares for which proxies have been given or otherwise act on such matters in accordance with their judgment.

What is the difference between holding shares as a shareholder of record and as a beneficial owner?

If your shares are registered directly in your name with our transfer agent, Wells Fargo Bank Shareowner Services, you are considered the “shareholder of record” with respect to those shares. If your shares are held by a stock brokerage account or by a bank or other nominee, you are considered the “beneficial owner” of the shares, and those shares are referred to as being held in “street name.” As the beneficial owner of those shares, you have the right to direct your broker, bank, or nominee how to vote your shares, and you should receive separate instructions from your broker,

bank, or other holder of record describing how to vote your shares. You also are invited to attend the Annual Meeting in person. However, because a beneficial owner is not the shareholder of record, you may not vote these shares in person at the Annual Meeting unless you obtain a “legal proxy” from the broker, bank, or nominee that holds your shares, giving you the right to vote the shares at the Annual Meeting.

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How can I vote my shares before the Annual Meeting?

If you hold shares in your own name as a shareholder of record, you may vote before the Annual Meeting by following the instructions contained in the Notice of Internet Availability. Under Idaho law, proxies granted according to those instructions will be valid. If you request printed copies of the proxy materials by mail, you may also cast your vote by completing, signing, and dating the proxy card provided to you and returning it in the postage-paid envelope provided to you, which will authorize the individuals named on the proxy card to serve as your proxy to vote your shares at the Annual Meeting in the manner you indicate.

If you are a beneficial owner of shares held in street name, your broker, bank, or other nominee should provide you with materials and instructions for voting your shares. Please check with your broker or bank and follow the voting procedures your broker or bank provides to vote your shares.

Submitting a proxy or voting through the telephone or the Internet will not affect your right to attend the Annual Meeting.

If I am the beneficial owner of shares held in street name by my bank or broker, how will my shares be voted?

If you complete and return the voting instruction form provided to you by your bank or broker, we expect that your shares will be voted in accordance with your instructions. If you do not provide voting instructions, brokerage firms only have authority under applicable New York Stock Exchange rules to vote shares on discretionary matters. The ratification of Deloitte & Touche LLP as our independent registered public accounting firm for 2016 is the only matter included in the proxy statement that is considered a discretionary matter. When a proposal is not discretionary and the brokerage firm has not received voting instructions from its customers, the brokerage firm cannot vote the shares on that proposal. Those shares are considered "broker non-votes." Please promptly follow the instructions you receive from your bank or broker so your vote can be counted.

If I am a shareholder of record, how will my shares be voted?

All proxies will be voted in accordance with the instructions you submitted via the Internet, by toll-free telephone, or, if you requested printed proxy materials, by completing, signing, and returning the proxy card provided to you. If you completed and submitted your proxy (and do not revoke it) prior to the Annual Meeting, but do not specify how your shares should be voted, the shares of IDACORP common stock represented by the proxy will be voted in accordance with the recommendation of our board of directors.

Can I vote in person at the Annual Meeting?

Yes. If you hold shares in your own name as a shareholder of record, you may attend the Annual Meeting and cast your vote at the meeting by properly completing and submitting a ballot. If you are the beneficial owner of shares held in street name, you must first obtain a legal proxy from your broker, bank, or other nominee giving you the right to vote those shares and submit that proxy along with a properly completed ballot at the meeting. Shareholders interested in attending in person must register by calling (800) 635-5406 prior to the close of business on May 18, 2016.

What do I need to bring to be admitted to the Annual Meeting?

In order to be admitted to the Annual Meeting, you must present proof of ownership of IDACORP common stock on March 28, 2016, the record date. This can be (a) a brokerage statement or letter from a bank or broker indicating ownership on the record date; (b) the Notice of Internet Availability; (c) a printout of the proxy distribution email (if you received your materials electronically); (d) a proxy card; (e) a voting instruction form; or (f) a legal proxy provided by your broker, bank, or nominee. If a shareholder desires to vote shares held in street name in person at the meeting, the shareholder must obtain a legal proxy in the shareholder's name from the broker, bank, or other nominee

who holds those shares in street name. Any holder of a proxy from a shareholder must present the proxy card, properly executed, and a copy of the proof of ownership. Shareholders and proxy holders must also present a form of photo identification such as a driver's license. Shareholders interested in attending in person must register by calling (800) 635-5406 prior to the close of business on May 18, 2016. We may not admit anyone who does not present the foregoing, fails to register, or refuses to comply with our security procedures.

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Are shareholders who listen to the Annual Meeting through the live audio webcast deemed present at the Annual Meeting?

Shareholders accessing the Annual Meeting through the live audio webcast will not be considered present at the Annual Meeting and will not be able to vote through the webcast or ask questions.

May I change or revoke my proxy?

You may change or revoke your proxy before it is voted at the Annual Meeting by (1) granting a subsequent proxy through the Internet or by telephone, or (2) delivering to us a signed proxy card with a date later than your previously delivered proxy. If you attend the meeting and wish to vote in person, you may revoke your proxy by oral notice at that time. You may also revoke your proxy by mailing your written revocation to IDACORP's corporate secretary at 1221 West Idaho Street, Boise, Idaho 83702-5627. We must receive your written revocation before the Annual Meeting for it to be effective.

What is the "quorum" for the Annual Meeting and what happens if a quorum is not present?

The presence at the Annual Meeting, in person or by proxy, of a majority of the shares issued and outstanding and entitled to vote as of March 28, 2016, is required to constitute a "quorum." The existence of a quorum is necessary in order to take action on the matters scheduled for a vote at the Annual Meeting. If you vote by Internet or telephone, or submit a properly executed proxy card, your shares will be included for purposes of determining the existence of a quorum. Proxies marked "abstain" and "broker non-votes" also will be counted in determining the presence of a quorum. If the shares present in person or represented by proxy at the Annual Meeting are not sufficient to constitute a quorum, the chairman of the meeting or the shareholders may, by a vote of the holders of a majority of votes present in person or represented by proxy, without further notice to any shareholder (unless a new record date is set), adjourn the meeting to a different time and place to permit further solicitations of proxies sufficient to constitute a quorum.

What is an "abstention"?

An "abstention" occurs when a shareholder sends in a proxy with explicit instructions to decline to vote regarding a particular matter. An abstention with respect to a matter submitted to a vote will not be counted for or against the matter. Consequently, an abstention with respect to any of the proposals to be presented at the Annual Meeting will not affect the outcome of the vote.

What is a "broker non-vote"?

A broker non-vote occurs when a broker or other nominee who holds shares for another person does not vote on a particular proposal because that holder does not have discretionary voting power for the proposal and has not received voting instructions from the beneficial owner of the shares. If no voting instructions have been provided by the beneficial owner, brokers will have discretionary voting power to vote shares with respect to the ratification of the appointment of the independent registered public accounting firm, but not with respect to any of the other proposals. A broker non-vote will have the same effect as an abstention and, therefore, will not affect the outcome of the vote.

What vote is required to approve each proposal?

The following votes are required for approval of each proposal at the Annual Meeting:

Proposal Number	Vote Requirement	Effect of Withholding, Abstentions and Broker Non-Votes
1		

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	Our directors are elected by a plurality of the votes cast by the shares entitled to vote in the election of directors.	Not voted, though a “withhold” vote is relevant under our director resignation policy
2	The advisory resolution on executive compensation is approved if the votes cast in favor exceed the votes cast against the resolution.	Not voted
3	The ratification of the appointment of Deloitte & Touche LLP is approved if the votes cast in favor exceed the votes cast against ratification.	Abstentions are not voted; uninstructed shares are subject to a discretionary vote

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What happens if, under Proposal No. 1, a director receives a greater number of votes “withheld” than votes “for” such director?

As noted above, a plurality of votes cast by shareholders present, in person or by proxy, at the Annual Meeting is required for the election of our directors. “Plurality” means that the nominees receiving the largest number of votes cast are elected for the number of director positions that are to be filled at the meeting. However, under our director resignation policy, if a director nominee in an uncontested election receives a greater number of votes “withheld” from his or her election than votes “for” such election, the director must promptly tender a resignation to the board of directors. The board of directors will then decide whether to accept the resignation within 90 days following certification of the shareholder vote (based on the recommendation of the corporate governance and nominating committee, which is comprised exclusively of independent directors). We will publicly disclose the board of directors’ decision and its reasoning with regard to the offered resignation.

Who will count the votes?

An independent tabulator will tabulate the votes cast by mail, Internet, or telephone. Our corporate secretary will tabulate any votes cast at the Annual Meeting and will act as inspector of election to certify the results.

Where can I find the voting results?

We expect to report the voting results on a Current Report on Form 8-K filed with the Securities and Exchange Commission within four business days following the Annual Meeting.

Are the votes of specific shareholders confidential?

It is our policy that all proxies for the Annual Meeting that identify shareholders, including employees, are to be kept confidential from the public. Proxies will be forwarded to the independent tabulator who receives, inspects, and tabulates the proxies. We do not intend to disclose the voting decisions of any shareholder to any third party except (a) as required by law or order or directive of a court or governmental agency, (b) to allow the inspector of election inspectors to review and certify the results of the shareholder vote, (c) in the event of a dispute as to the vote or voting results, or (d) in the event of a matter of significance where there is a proxy solicitation in opposition to the board of directors, based on an opposition proxy statement filed with the Securities and Exchange Commission.

Who will pay the cost of this solicitation and how will these proxies be solicited?

We will pay the cost of soliciting your proxy. Our officers and employees may solicit proxies, personally or by telephone, fax, mail, or other electronic means, without extra compensation. In addition, D.F. King & Co., Inc. will solicit proxies from brokers, banks, nominees, and institutional investors or other shareholders at a cost of approximately \$6,500 plus out-of-pocket expenses. We will reimburse banks, brokerage firms, and other custodians, nominees, and fiduciaries for their expenses in providing our proxy materials to beneficial owners.

What if I have further questions not addressed in this proxy statement?

If you have any questions about voting your shares or attending the Annual Meeting, please call our Shareowner Services Department at (800) 635-5406.

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PART 2 – CORPORATE GOVERNANCE AT IDACORP

Overview of Our Corporate Governance Practices

The goals of our corporate governance principles and practices are to promote the long-term interests of our shareholders, as well as to maintain appropriate checks and balances and compliance systems, to strengthen management accountability, engender public trust, and facilitate prudent decision making. We evaluate our corporate governance principles and practices and modify existing, or develop new, policies and standards when appropriate. Some of our notable corporate governance practices include the following:

Annual election of all directors	Majority vote resignation policy for directors in uncontested elections
8 of 10 directors are independent	Compensation clawback policy
Independent chairperson	Stock retention requirement for officers
Regular board and committee executive sessions by non-management and independent directors	Mandatory continuing education requirements for our directors
Mandatory director retirement age of 72	No shareholder rights plan
Stock ownership requirement for directors and officers	Independent audit, compensation, and corporate governance and nominating committees
Prohibition on hedging and pledging of securities for directors and officers	Robust codes of conduct and ethics, reviewed by our directors
Annual self-evaluations of the board and committees	Significant participation by the board in succession planning

Director Independence and Executive Sessions

Our board of directors has adopted a policy, contained in our Corporate Governance Guidelines (available at www.idacorpinc.com/governance/governance-documents), that the board of directors will be composed of a majority of independent directors. The board of directors reviews annually the relationships that each director has with the company (either directly or as a partner, shareholder, or officer of an organization that has a relationship with the company). Following the annual review, only those directors who the board of directors affirmatively determines have no material relationship with the company and can exercise independent judgment will be considered independent directors, subject to additional qualifications prescribed under the listing standards of the New York Stock Exchange and under applicable laws.

All members of our board of directors are non-employees, except Darrel T. Anderson, who is our president and chief executive officer (“CEO”). The board of directors has determined that all members of our board of directors, other than J. LaMont Keen, who retired as our president and CEO in April 2014, and Mr. Anderson, are independent based on all relevant facts and circumstances and under the New York Stock Exchange listing standards and our Corporate Governance Guidelines.

Our non-employee directors meet in executive session at each regular meeting of the board of directors. Additionally, our independent directors meet separately in executive session periodically, and not less frequently than annually. The independent chairman of the board of directors presides at board meetings and at regularly scheduled executive sessions of independent and non-management directors.

Codes of Business Conduct

We have a Code of Business Conduct that applies to all of our officers and employees. We also have a separate Code of Business Conduct and Ethics for directors. These are posted on our website at www.idacorpinc.com/governance/governance-documents. We will also post on that website any amendments to, or waivers of, our Codes of Business Conduct, as required by Securities and Exchange Commission rules or New York Stock Exchange listing standards.

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Board Leadership Structure

The board of directors separated the positions of chairman of the board of directors and CEO in 1999. Our CEO is responsible for leadership, overall management of our business strategy, and day-to-day operations, while our chairman presides over meetings of our board of directors and provides guidance to our CEO regarding policies and procedures approved by our board of directors. Separating these two positions allows our CEO to focus on our day-to-day business and operations, while allowing the chairman of the board of directors to lead the board of directors in its fundamental role of providing advice to, and independent oversight of, management. The board of directors recognizes the time, effort, and energy that the CEO is required to devote to his position, as well as the increasing commitment required of the chairman position, particularly as the board of directors' oversight responsibilities continue to grow.

While our bylaws and Corporate Governance Guidelines do not mandate that our chairman and CEO positions be separate, the board of directors believes for the reasons outlined above that having separate positions and having an independent director serve as chairman is the appropriate leadership structure for the company at this time and demonstrates our commitment to good corporate governance. The board of directors believes that this issue is part of the succession planning process and that it is in the best interests of the company for the board of directors to make a determination as to the advisability of continuing to have separate positions when it appoints a new CEO.

The Board of Directors' Role in Risk Oversight and Succession Planning

Our management team is responsible for the day-to-day management of risks the company faces. Our senior vice president and general counsel and our general manager of compliance, risk, and security, together with our director of audit services, are responsible for overseeing and coordinating risk assessment processes and mitigation efforts on an enterprise wide basis. These leaders administer processes intended to identify key business risks, assist in appropriately assessing and managing these risks within stated limits, enforce policies and procedures designed to mitigate risk, and report on these items to other members of senior management and the board of directors. These leaders report regularly to the board of directors and appropriate board committees regarding risks the company faces and how the company is managing those risks.

While our senior vice president and general counsel, our general manager of compliance, risk and security, and our director of audit services, together with other members of our senior leadership team, are responsible for the day-to-day management of risk, our board of directors is responsible for ensuring that an appropriate culture of risk management exists within our company, for setting the right "tone at the top," and assisting management in addressing specific risks that our company faces. The board of directors has the responsibility to oversee the risk management processes designed and implemented by management and confirm the processes are adequate and functioning as designed.

While the full board of directors is ultimately responsible for high-level risk oversight at our company, it is assisted by the executive committee, the audit committee, the compensation committee, and the corporate governance and nominating committee in fulfilling its oversight responsibilities in certain areas of risk. The executive committee assists the board of directors in fulfilling its oversight responsibilities with respect to the company's risk management process generally. The audit committee assists the board of directors in fulfilling its oversight responsibilities with respect to major financial risk exposures and our energy risk management practices (including hedging transactions and collateral requirements) and, in accordance with the listing standards of the New York Stock Exchange, discusses policies with respect to risk assessment and risk management. Representatives from our independent registered public accounting firm attend audit committee meetings, regularly make presentations to the audit committee, comment on management presentations, and engage in private sessions with the audit committee, without members of management present, to raise any concerns they may have with our risk management practices. The compensation committee assists the board of directors in fulfilling its oversight responsibilities with respect to risks arising from our compensation policies and practices. The corporate governance and nominating committee undertakes periodic

reviews of processes for management of risks associated with our company's organizational structure, governing instruments, and policies. In fulfilling their respective responsibilities, the committees meet regularly with our officers and members of senior management, as well as our internal and external auditors. Each committee has full access to management, as well as the ability to engage and compensate its own independent advisors.

The board of directors receives reports from the executive committee, audit committee, compensation committee, and corporate governance and nominating committee relating to the oversight of risks in their areas of responsibility. Based on this and information regularly provided by management, the board of directors evaluates our risk management processes and considers whether any changes should be made to those processes or the board of directors' risk oversight function. We believe that this division of risk oversight ensures that oversight of each type of risk the company faces is allocated, at least initially, to the particular directors most qualified to oversee it. It also promotes board efficiency because the committees are able to select the most timely or important risk-related issues for the full board of directors to consider.

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We believe that one of the risks our company faces is related to our expectation that a significant number of long-term employees will be retiring from our company in the coming years. As a result, our board of directors is actively involved in monitoring our succession planning. The board of directors reviews the succession plans developed by members of senior management at least annually, with a focus on ensuring a talent pipeline at the officer level and for specific critical roles. We seek to ensure that our directors are exposed to a variety of members of our leadership team, and not just the senior-most officers, on a regular basis, through formal presentations and informal events. Our board of directors is also informed of general workforce trends, expected retirement levels or turnover, and recruiting and development programs, of particular importance given Idaho Power's specialized workforce and recent rate of employee retirements.

Board Meetings and Director Attendance

The members of our board of directors are expected to attend board meetings and meetings of board committees on which they serve, and to spend the time needed and to meet as frequently as necessary to properly discharge their responsibilities. The board of directors held four meetings in 2015, with all but one of our directors attending 100 percent of those meetings. As a result of a brief illness, one director attended three of the four (75 percent) board meetings. Each director also attended 100 percent of the meetings of the committees in 2015 on which he or she was a member in 2015, with the exception of the same director who had a brief illness, who attended five of the six (83 percent) meetings of the audit committee on which he is a member. Our Corporate Governance Guidelines provide that all directors are expected to attend our annual meeting of shareholders and be available, when requested by the chairman of the board of directors, to answer any questions shareholders may have. All then-serving members of the board of directors attended our 2015 annual meeting of shareholders, with the exception of one director who was unable to attend due to a brief illness.

Board Committee Charters

Our standing committees of the board of directors are the executive committee, the audit committee, the compensation committee, and the corporate governance and nominating committee. We have:

• charters for the audit committee, compensation committee, and corporate governance and nominating committee; and
• Corporate Governance Guidelines, which address issues including the responsibilities, qualifications, and
• compensation of the board of directors, as well as board leadership, board committees, director resignation, and self-evaluation.

Our committee charters and our Corporate Governance Guidelines may be accessed on our website at <http://www.idacorpinc.com/governance/governance-documents>. Information on our committees of the board of directors is included in Part 3 – “Board of Directors – Committees of the Board of Directors.”

Board Membership Criteria and Consideration of Diversity

We believe that directors should possess the highest personal and professional ethics, integrity, and values and be committed to representing the long-term interests of our shareholders. Directors must also have an inquisitive and objective perspective, practical wisdom, and mature judgment. Although the corporate governance and nominating committee and the board of directors do not have a formal policy for considering diversity in identifying director nominees, we endeavor to have a board representing diverse experience at policy-making levels in business, finance, and accounting and in areas that are relevant to our business activities. We believe our current directors bring a strong diversity of experiences to the board of directors as leaders in business, finance, accounting, regulation, and the utility industry.

Under the oversight of the corporate governance and nominating committee, the board of directors conducts an annual self-evaluation of its performance and utilizes the results to assess and determine the characteristics and critical skills

required of directors. Each of our audit, compensation, and corporate governance and nominating committees also perform an annual self-assessment. In addition, our Corporate Governance Guidelines and the corporate governance and nominating committee charter provide that the corporate governance and nominating committee will annually review board committee assignments and consider the rotation of the chairman and members of the committees with a view toward balancing the benefits derived from continuity against the benefits derived from the diversity of experience and viewpoints of the various directors.

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In addition, we require that:

- at least one member of our audit committee be an “audit committee financial expert”;
- our directors automatically retire immediately prior to the first annual meeting of shareholders after they reach age 72; and
- a majority of board members be independent under our Corporate Governance Guidelines and applicable New York Stock Exchange listing standards.

Director Resignation Policy

We have a policy that provides that if any director nominee in an uncontested election receives a greater number of votes “withheld” from his or her election than votes “for” such election, the director nominee must tender his or her resignation to the board of directors promptly after the voting results are certified. The corporate governance and nominating committee, comprised entirely of independent directors and which will specifically exclude any director who is required to tender his or her own resignation, will consider the tendered resignation and make a recommendation to the board of directors, taking into account all factors deemed relevant. These factors include, without limitation, the underlying reasons why shareholders withheld votes from the director (if ascertainable) and whether the underlying reasons are curable, the length of service and qualifications of the director whose resignation has been tendered, the director's contributions to our company, whether by accepting the resignation we will no longer be in compliance with any applicable law, rule, regulation, or governing document, and whether or not accepting the resignation is in the best interests of our company and our shareholders. Our board of directors will act upon the corporate governance and nominating committee’s recommendation within 90 days following certification of the shareholder vote and will consider the factors considered by the corporate governance and nominating committee and any additional information and factors as the board of directors believes to be relevant. We will publicly disclose the board of directors’ decision and rationale with regard to any resignation offered under the director resignation policy.

Process for Determining Director Nominees

In determining the composition of our board of directors, we seek a balanced mix of local experience, which we believe is specifically relevant for a utility, and national or public company experience, among other factors of experience. As a utility company with operations predominantly in Idaho and Oregon, we believe it is important for our company and our local directors to be involved in and otherwise support local community and charitable organizations.

Our corporate governance and nominating committee is responsible for selecting and recommending to the board of directors candidates for election as directors. Our Corporate Governance Guidelines contain procedures for the committee to identify and evaluate new director nominees, including candidates our shareholders recommend in compliance with our Corporate Governance Guidelines. The corporate governance and nominating committee begins the process of identifying and evaluating potential nominees for director positions and keeps the full board of directors informed of the nominating process. The corporate governance and nominating committee reviews candidates recommended by shareholders and may hire a search firm to identify other candidates.

The corporate governance and nominating committee gathers additional information on the candidates to determine if they qualify to be members of our board of directors. The corporate governance and nominating committee examines whether the candidates are independent, whether their election would violate any federal or state laws, rules, or regulations that apply to us, and whether they meet all requirements under our Corporate Governance Guidelines, committee charters, bylaws, codes of business conduct and ethics, and any other applicable corporate document or policy. The corporate governance and nominating committee also considers whether the nominees will have potential conflicts of interest, and whether they will represent a single or special interest, before finalizing a list of candidates for the full board of directors to consider for nomination.

Process for Shareholders to Recommend Candidates for Director

Our Corporate Governance Guidelines set forth the requirements that you must follow if you wish to recommend director candidates to our corporate governance and nominating committee. If you recommend a candidate for director, you must provide the following information:

the candidate's name, age, business address, residence address, telephone number, principal occupation, the class and number of shares of our voting stock the candidate owns beneficially and of record, a statement as to how long the candidate has held such stock, a description of the candidate's qualifications to be a director, whether the candidate would be an independent director, and any other information you deem relevant with respect to the recommendation;
and

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your name and address as they appear on our stock records, the class and number of shares of voting stock you own beneficially and of record, and a statement as to how long you have held the stock.

Recommendations must be sent to our corporate secretary at the address provided below. Our corporate secretary will review all written recommendations and send those conforming to the requirements described above to the corporate governance and nominating committee for review and consideration. The corporate governance and nominating committee evaluates the qualifications of candidates properly submitted by shareholders in the same manner as it evaluates the qualifications of director candidates identified by the committee or the board of directors.

Shareholders who wish to nominate persons for election to the board of directors, rather than recommend candidates for consideration, must follow the procedures set forth in our bylaws. Copies of our bylaws may be obtained by writing to our corporate secretary at IDACORP, Inc., 1221 West Idaho Street, Boise, Idaho 83702-5627, or by calling our corporate secretary at (208) 388-2200. See also the section entitled 2017 Annual Meeting of Shareholders in Part 6 - "Other Matters" in this proxy statement.

Communications with the Board of Directors and Audit Committee

Shareholders and other interested parties may communicate with members of the board of directors by:

calling (866) 384-4277 if they have a concern to bring to the attention of the board of directors, our chairman of the board of directors, or our non-employee directors as a group; or
logging on to www.idacorp.ethicspoint.com and following the instructions to file a report if the concern is of an ethical nature.

Our general counsel receives all such communications and forwards them to the chairman of the board of directors. Communications may include the reporting of concerns related to governance, corporate conduct, business ethics, financial practices, legal issues, and accounting or audit matters. If a report concerns questionable accounting practices, internal accounting controls, or auditing matters, our general counsel will also forward your report to the chairman of the audit committee. The acceptance and forwarding of communication to any director does not imply that the director owes or assumes any fiduciary duty to the person submitting the communication, all such duties being only as prescribed by applicable law.

Environmental and Sustainability Initiatives

Our board of directors is responsible for the oversight of our sustainability initiatives and is regularly informed of the goals, measures, and results of our sustainability programs. We publicly released our inaugural sustainability report in May 2012 and have issued sustainability reports annually thereafter. In connection with our sustainability initiatives, we have implemented steps that recognize the importance of environmental, social, and governance issues and policies, as discussed in those reports. We generally publish our most current sustainability report on Idaho Power's website, www.idahopower.com, together with other information on environmental, social, and governance issues that we believe may be of interest. The sustainability reports and related website content are not incorporated by reference into this proxy statement.

Certain Relationships and Related Transactions

Our related person transactions policy defines a related person transaction as one in which the amount exceeds \$120,000 and excludes:

- transactions available to all employees generally;
- the purchase or sale of electric energy at rates fixed in conformity with law or governmental authority;
-

transactions involving compensation, employment agreements, or special supplemental benefits for directors or officers that are reviewed and approved by the compensation committee; and transactions between or among companies within the IDACORP family.

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The related person transactions policy defines a “related person” as any:

- officer, director, or director nominee of IDACORP or any subsidiary;
- person known to be a greater than 5% beneficial owner of IDACORP voting securities;
- immediate family member of the foregoing persons, or person (other than a tenant or employee) sharing the household of the foregoing persons; or
- firm, corporation, or other entity in which any person named above is a partner, principal, executive officer, or greater than 5% beneficial owner, or where such person otherwise has a direct or indirect material interest.

The corporate governance and nominating committee administers the policy, which includes procedures to review related person transactions, approve or disapprove related person transactions, and ratify unapproved transactions. The policy, which is in writing, also specifically requires prior corporate governance and nominating committee approval of proposed charitable contributions or pledges of charitable contributions in excess of \$120,000 in any calendar year to a charitable or not-for-profit organization identified as a related person, except those nondiscretionary contributions made pursuant to our matching contribution program. The board of directors may approve a proposed related person transaction after reviewing the information considered by the corporate governance and nominating committee and any additional information it deems necessary or desirable:

- if it determines in good faith that the transaction is in, or is not inconsistent with, the best interests of our company and the shareholders; and
- if the transaction is on terms comparable to those that could be obtained in an arm’s-length dealing with an unrelated third party.

Steven R. Keen, our and Idaho Power’s senior vice president, chief financial officer (“CFO”), and treasurer, is the brother of J. LaMont Keen, a member of our board of directors. Mr. Steve Keen is one of our “named executive officers” for 2015, and thus his compensation for 2015 is described in Part 4 – “Executive Compensation” in this proxy statement. The corporate governance and nominating committee reviewed and approved the related person transaction, and the compensation committee and board of directors reviewed and approved all elements of Mr. Steven Keen’s 2015 compensation.

Matt Smith, the spouse of our former vice president and chief risk officer, Lori Smith, Jamie Harrington, the brother of our corporate secretary, Patrick Harrington, and Gary Betts, the brother-in-law of Rex Blackburn, our senior vice president and general counsel, were employees of our company during 2015. Mr. Smith, Mr. Jamie Harrington, and Mr. Betts received combined base salary and incentive compensation (inclusive of incentive compensation) from Idaho Power in excess of \$120,000 during 2015, but not in excess of \$200,000. Mr. Smith, Mr. Jamie Harrington, and Mr. Betts are not officers of the company, and their base salaries and incentive compensation were consistent with amounts paid to Idaho Power employees in similar roles. In February 2015, the corporate governance committee reviewed the potential related party transaction involving Mr. Smith, Mr. Jamie Harrington, and Mr. Betts, and the compensation committee and full board of directors approved the design and metrics of the incentive programs in which they participated for 2015.

Security Ownership of Directors, Executive Officers, and Five-Percent Shareholders

The table that follows sets forth the number of shares of our common stock beneficially owned on March 18, 2016, by our directors and nominees, by our named executive officers listed in the 2015 Summary Compensation Table included in Part 4 – “Executive Compensation” of this proxy statement, and by our directors and executive officers as a group. Under U.S. Securities and Exchange Commission rules, “beneficial ownership” for purposes of this table takes into account shares as to which the individual has or shares voting and/or investment power as well as shares that may be acquired within 60 days. The beneficial owners listed have sole voting and investment power with respect to shares beneficially owned, including shares they own through the Idaho Power Company Employee Savings Plan and our Dividend Reinvestment and Stock Purchase Plan, except as to the interests of spouses or as otherwise indicated.

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Name of Beneficial Owner	Title of Class	Amount and Nature of Beneficial Ownership ¹	Percent of Class
Non-Employee Directors			
Thomas Carlile ²	Common Stock	5,422	*
Richard J. Dahl	Common Stock	12,487	*
Ronald W. Jibson	Common Stock	4,433	*
Judith A. Johansen ³	Common Stock	12,609	*
Dennis L. Johnson ⁴	Common Stock	5,555	*
J. LaMont Keen ⁵	Common Stock	71,552	*
Christine King	Common Stock	13,781	*
Richard J. Navarro	Common Stock	2,813	*
Robert A. Tinstman ⁶	Common Stock	20,192	*
Named Executive Officers			
Darrel T. Anderson	Common Stock	110,753	*
Steven R. Keen	Common Stock	32,975	*
Daniel B. Minor	Common Stock	64,716	*
Rex Blackburn	Common Stock	30,456	*
Lisa A. Grow	Common Stock	21,253	*
All directors and executive officers as a group (18 persons) ⁷	Common Stock	456,961	0.91%

*Less than 1%.

¹ Includes shares of common stock subject to forfeiture and restrictions on transfer granted pursuant to the IDACORP 2000 Long-Term Incentive and Compensation Plan. Share numbers are rounded to the nearest whole share. There were no stock options for IDACORP common stock outstanding as of March 18, 2016.

² Includes 3,922 stock units and dividend equivalents for deferred annual stock awards. The deferred compensation is payable in stock upon separation from service from the board of directors.

³ Includes 12,609 stock units and dividend equivalents for deferred annual stock awards. The deferred compensation is payable in stock upon separation from service from the board of directors.

⁴ Includes 1,409 stock units and dividend equivalents for deferred annual stock awards. The deferred compensation is payable in stock upon separation from service from the board of directors.

⁵ Mr. Keen maintains a brokerage account with a margin feature. At March 18, 2016, 1,076 shares of IDACORP common stock were included in the account. Pursuant to our Corporate Governance Guidelines and our company policy, Mr. Keen will be required to exclude IDACORP shares from the margin feature if and when the margin feature is used and there is a material risk that IDACORP shares could be sold due to a margin call or foreclosure.

⁶ Includes 10,588 stock units and dividend equivalents for deferred annual stock awards. The deferred compensation is payable in stock upon separation from service from the board of directors.

⁷ Includes 54,139 shares owned by four persons who are executive officers of Idaho Power but not of IDACORP.

The table below sets forth information with respect to each person known to us to be the beneficial owner of more than five percent of our outstanding common stock as of March 18, 2016.

Name and Address of Beneficial Owner	Amount and Nature of	Percent of Class
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Beneficial Ownership

BlackRock, Inc. 55 East 52 nd Street New York, NY 10022	6,939,867 ¹	13.8%
FMR LLC 345 Summer Street Boston, MA 02210	4,525,602 ²	9.0%
First Eagle Investment Management, LLC 1345 Avenue of the Americas New York, NY 10105	4,048,445 ³	8.0%
The Vanguard Group, Inc. 100 Vanguard Blvd. Malvern, PA 19355	3,736,967 ⁴	7.4%

Based on a Schedule 13G/A filed on January 8, 2016, by BlackRock, Inc. BlackRock, Inc. reported sole voting power as to 6,808,819 shares and sole dispositive power as to 6,939,867 shares as the parent holding company or control person of BlackRock (Luxembourg) S.A.; BlackRock Advisors, LLC; BlackRock Asset Management Canada Limited; BlackRock Asset Management Deutschland AG; BlackRock Asset Management Ireland Limited; BlackRock Asset Management Schweiz AG; BlackRock Fund Advisors; BlackRock Institutional Trust Company, N.A.; BlackRock Investment Management (Australia) Limited; BlackRock Investment Management (UK) Ltd; BlackRock Investment Management, LLC; and BlackRock Life Limited.

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²Based on a Schedule 13G/A filed on February 12, 2016, by FMR LLC. FMR LLC reported sole voting power as to 92,654 shares and sole dispositive power as to 4,525,602 shares.

³Based on a Schedule 13G/A filed on February 4, 2016, by First Eagle Investment Management, LLC. First Eagle Investment Management, LLC reported sole voting power as to 3,949,024 shares and sole dispositive power as to 4,048,445 shares. The First Eagle Global Fund, a registered investment company for which First Eagle Investment Management, LLC acts as investment advisor, may be deemed to beneficially own 3,465,977 of such shares.

⁴Based on a Schedule 13G/A filed on February 11, 2016, by The Vanguard Group, Inc. The Vanguard Group, Inc. reported sole voting power as to 69,391 shares, sole dispositive power as to 3,673,361 shares, and shared dispositive power as to 63,606 shares. Vanguard Fiduciary Trust Company, a wholly owned subsidiary of The Vanguard Group, Inc., is the beneficial owner of 60,806 shares as a result of its serving as the investment manager of collective trust accounts. Vanguard Investments Australia, Ltd., a wholly owned subsidiary of The Vanguard Group, Inc., is the beneficial owner of 11,385 shares as a result of its serving as investment manager of Australian investment offerings.

Section 16(a) Beneficial Ownership Reporting Compliance

Section 16(a) of the Exchange Act requires our directors and executive officers, and persons who beneficially own more than 10 percent of our common stock, to file reports of beneficial ownership and changes in beneficial ownership with the Securities and Exchange Commission. Our directors, executive officers, and holders of more than 10 percent of our outstanding common stock are required by Securities and Exchange Commission rules to furnish us with copies of all Section 16(a) reports that they file. We file Section 16(a) reports on behalf of our directors and executive officers to report their initial and subsequent changes in beneficial ownership of our common stock. To our knowledge, based solely on a review of the reports we filed on behalf of our directors and executive officers and written representations from these persons that no other reports were required and all reports were provided to us, all Section 16(a) filing requirements applicable to our directors and executive officers were complied with for 2015.

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PART 3 – BOARD OF DIRECTORS

PROPOSAL NO. 1: Election of Directors

Upon the recommendation of our Corporate Governance and Nominating Committee, our board of directors has nominated the 10 individuals listed below to serve as directors. Each of the nominees served as a member of our board of directors during 2015. The nominees consist of eight independent directors, as defined by the rules of the New York Stock Exchange, our current President and CEO (Darrel Anderson), and our former CEO (J. LaMont Keen).

Each director’s term runs from the date of his or her election until our next annual meeting of shareholders or until his or her successor (if any) is elected or appointed. While we expect that all of the nominees will be able to qualify for and accept office, if for any reason one or more should be unable or unwilling to do so, the individuals named as proxies may vote for a substitute nominee chosen by the present board of directors to fill the vacancy. Alternatively, the board of directors could decide to reduce the size of the board, or the proxies could be voted for the remaining nominees, leaving a vacancy on the board.

Under the resignation policy adopted by the board of directors and included in our Corporate Governance Guidelines, if a director nominee in an uncontested election receives a greater number of votes “withheld” from his or her election than votes “for” such election, the director must promptly tender his or her resignation to the board of directors. The board of directors will then decide whether to accept the tendered resignation within 90 days following certification of the shareholder vote (based on the recommendation of the corporate governance and nominating committee, which is comprised exclusively of independent directors). In accordance with our policy, we will publicly disclose the board of directors’ decision and its reasoning with regard to the offered resignation.

There are no family relationships between any director, director nominee, or executive officer, except that J. LaMont Keen, a member of our board of directors, is the brother of Steven R. Keen, our and Idaho Power’s senior vice president, CFO, and treasurer.

The composition of our board of directors is identical to the composition of Idaho Power’s board of directors.

Nominees for Election

Professional Experience: Mr. Anderson has been the President and CEO of Idaho Power since January 2014 and president and CEO of IDACORP since May 2014. He was previously the executive vice president - administrative services and CFO of IDACORP from 2009 to 2014; president and CFO of Idaho Power from 2012 to 2013; and executive vice president - administrative services and CFO of Idaho Power from 2009 to 2011. Mr. Anderson has also been employed in a number of other officer and senior management roles with IDACORP, Idaho Power, and its subsidiaries since 1996.

Current Public Company Directorships: Idaho Power Company

<p>Darrel T. Anderson Age: 58 Director Since: 2013 Committees: Executive</p>	<p>Former Public Company Directorships in Past Five Years: None</p> <p>Subsidiary Directorships: IDACORP Energy Resources Co.</p> <p>Qualifications and Expertise as a Director: As IDACORP’s and Idaho Power’s president and CEO, Mr. Anderson provides the board of directors with real-time information on IDACORP’s and Idaho Power’s financial condition and operations. Through his long tenure at IDACORP and Idaho Power, he has developed a strong understanding and working knowledge of the companies’ industry and</p>
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operations, strategy, regulatory environment, finance and external reporting, and administration.

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Professional Experience: Mr. Carlile served as the CEO of Boise Cascade Company, one of the largest producers of plywood and engineered wood products in North America and a leading U.S. wholesale distributor of building products, from 2013 to 2015, and as the CEO and a director of Boise Cascade LLC, a predecessor to Boise Cascade Company, from 2009 to 2013. He has served as a director of Boise Cascade Company since 2013 and has been chairman of the board of Boise Cascade Company since 2015.

Current Public Company Directorships: Boise Cascade Company; Idaho Power Company

Former Public Company Directorships in Past Five Years: None

Thomas
Carlile
Age: 64
Director
Since: 2014
Committees:
Audit

Qualifications and Expertise as a Director: Mr. Carlile brings financial, operational, and executive experience to our board of directors. Mr. Carlile acquired his extensive financial background through his former positions at Boise Cascade. An Idaho native, he also brings to the board of directors his knowledge of economics and finance and experience operating a company within Idaho Power's service area, offering him the ability to provide the board of directors with insight into local, state, and regional issues.

Professional Experience: Mr. Dahl has been the chairman of the board, president and CEO of James Campbell Company LLC, a privately held real estate investment and development company, since 2010. He was formerly the chairman of the board of International Rectifier Corp., a power management technology company, from 2008 through its sale in 2015. Mr. Dahl also previously served in a number of executive officer roles and as a director at Dole Food Company, Inc. and Bank of Hawaii Corp.

Current Public Company Directorships: DineEquity, Inc.; Idaho Power Company

Former Public Company Directorships in Past Five Years: None

Richard J.
Dahl
Age: 64
Director
Since: 2008
Committees:
Audit;
Executive

Qualifications and Expertise as a Director: Mr. Dahl's financial, operational, and executive experience make him an outstanding asset to our board of directors. Mr. Dahl acquired his extensive financial background through his former positions at major corporations, as well as with the Ernst & Young accounting firm. His service on other public company boards, including as former chairman of the board of International Rectifier Corp. and as lead director and an audit committee member of DineEquity's board, enables him to provide valuable experience to our board of directors and to our audit committee, of which he is the chairman. Mr. Dahl has significant connections to the state of Idaho and is a member of the board of the University of Idaho Foundation, Inc.

Professional Experience: Mr. Jibson has been the president and CEO of Questar Corporation, a natural gas-focused energy company, since 2010 and chairman of the board since 2012. He has also served as chairman of the board of Questar Pipeline Company since 2012, president and CEO of Wexpro Company since 2010, and president and CEO of Questar Gas Company since 2008.

Current Public Company Directorships: Questar Corporation; National Fuel Gas Co.; Idaho Power Company

Former Public Company Directorships in Past Five Years: None

Ronald W.

Jibson

Age: 63

Director Since:
2013

Committees:
Compensation

Qualifications and Expertise as a Director: Mr. Jibson has extensive experience in the regulated utility and natural gas industries, and was formerly the chairperson of the board of the American Gas Association and the Western Energy Institute. Through his industry and executive experience, Mr. Jibson provides our board of directors with valuable industry insight and strong working knowledge of rate regulation, as well as strong leadership skills and an understanding of finance and accounting. Mr. Jibson also has prior experience with hydrology and water rights issues, which is valuable given Idaho Power's hydroelectric generation assets in the Snake River basin.

Professional Experience: Ms. Johansen was the president of Marylhurst University, Oregon, a private liberal arts university, from 2008 to 2013. She was also the president and CEO from 2001 to 2006, and executive vice president from 2000 to 2001, of PacifiCorp, and has held executive officer positions at the Bonneville Power Administration and Avista Energy.

Current Public Company Directorships: Pacific Continental Corporation; Schnitzer Steel; Idaho Power Company

Former Public Company Directorships in Past Five Years: Cascade Bancorp

Judith A.

Johansen

Age: 57

Director Since:
2007

Committees:
Corp. Gov. &
Nominating;
Compensation

Qualifications and Expertise as a Director: Ms. Johansen brings a wealth of electric utility industry knowledge and experience to our board of directors. Based on her prior service as president and CEO of PacifiCorp, as CEO and Administrator of the Bonneville Power Administration, and as vice president of Avista Energy, Ms. Johansen provides valuable industry insight and guidance regarding our regulated utility business as well as financial reporting and risk management as it relates to utility companies. She also brings to our board of directors her experience from service on the boards of two other unaffiliated public companies and several diverse unaffiliated private companies, including Hood River Distillers Inc., Roseburg Forest Products, and Kaiser Permanente.

Professional Experience: Mr. Johnson has been the president and CEO and a director of United Heritage Mutual Holding Company since 2001, and of United Heritage Financial Group and United Heritage Life Insurance Company, which are insurance, annuity, and financial products companies, since 1999. Mr. Johnson has also held a number of other executive officer positions, including general counsel, with United Heritage and its affiliates since 1983.

Current Public Company Directorships: Cascade Bancorp; Idaho Power Company

Former Public Company Directorships in Past Five Years: None

Dennis L.
Johnson
Age: 61
Director
Since: 2013
Committees:
Corp. Gov. &
Nominating

Qualifications and Expertise as a Director: Mr. Johnson brings financial, risk management, and legal experience to our board of directors. Mr. Johnson acquired his extensive experience through his positions at the insurance companies at which he is the president and CEO, and from his former position as the companies' general counsel. He also brings to the board of directors his knowledge of economics and finance and experience with employee benefits and auditing matters. Mr. Johnson's long-standing ties to Idaho also provide an important connection to Idaho Power's service area and allow him to offer insight into local, state, and regional issues where Idaho Power conducts business.

Professional Experience: Mr. Keen was the president and CEO of IDACORP from 2006 to 2014, CEO of Idaho Power from 2012 to 2013, and president and CEO of Idaho Power from 2005 to 2011. He also served in a number of other executive (including CFO) and senior management roles at IDACORP and Idaho Power during his over 40 years of service with the companies.

Current Public Company Directorships: Cascade Bancorp; Idaho Power Company

Former Public Company Directorships in Past Five Years: None

J. LaMont
Keen
Age: 63
Director
Since: 2004
Committees:
None

Qualifications and Expertise as a Director: As our former president and CEO, with over 40 years of experience at Idaho Power, including over 26 years in a capacity as an officer, Mr. Keen developed an expansive understanding of our company and Idaho Power, our state, and the electric utility industry. Mr. Keen's detailed knowledge of our operations, finances, and executive administration and his active community involvement within Idaho Power's service area make him a key resource and contributor to our board of directors.

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Professional Experience: Ms. King has served as a director of QLogic Corp. since 2013 and as executive chairman and chairman of the board since 2015. Ms. King was the president and CEO and a director of Standard Microsystems Corporation, a silicon-based integrated circuits company, from 2008 to 2012; and CEO and director of AMI Semiconductor from 2001 to 2008. In addition to her current public company directorships listed below, she served as a director of Open Silicon, Inc. from 2008 to 2012 and Atheros Communications, Inc. from 2008 to 2011.

Current Public Company Directorships: QLogic Corp.; Cirrus Logic, Inc.; Skyworks Solutions, Inc.; Idaho Power Company

Former Public Company Directorships in Past Five Years: Atheros Communications, Inc.; Standard Microsystems Corporation

Christine King

Age: 66

Director Since: 2006 Qualifications and Expertise as a Director: Ms. King brings a key element of business diversity to our board of directors with her advanced level of experience and success in the high-tech industry. Her

Committees: experience from serving as the CEO and as a director of various technology companies, her
Compensation; knowledge of compensation design, and the knowledge and experience she gains from service on the
Executive boards of other public companies, provides important perspectives for our board of directors' deliberations and for helping to shape our compensation design and philosophy.

Professional Experience: Mr. Navarro was the chief administrative officer of Albertson's LLC and AB Management Services Corp., a food and drug retailer, from 2014 to 2015, and the CFO of Albertson's LLC from 2006 to 2014. Mr. Navarro was also a director of Home Federal Bancorp, Inc. from 2005 to 2014.

Current Public Company Directorships: Idaho Power Company

Richard J. Navarro

Age: 63

Director

Since: 2015

Committees:

Audit

Former Public Company Directorships in Past Five Years: Home Federal Bancorp, Inc.

Qualifications and Expertise as a Director: Mr. Navarro joined our board of directors in 2015 with a strong business and financial background and significant business experience within our service area. His experience from serving as the former CFO of Albertson's, as well as his prior service on the board of a financial institution, gives him important background and insight into financial matters, allowing him to contribute significantly to finance, accounting, and capital markets matters.

Professional Experience: Mr. Tinstman served as the executive chairman of James Construction Group from 2002 to 2007 and as the president and CEO and a director of Morrison Knudsen Corporation from 1995 to 1999. He also previously served as a director of CNA Surety Corporation from 2004 to 2011 and as a director of Home Federal Bancorp from 1999 to 2014.

Current Public Company Directorships: Primoris Services Corp.; Idaho Power Company

Robert A.
Tinstman

Age: 69
Director Since:
1999

Committees:
Corp. Gov. &
Nominating;
Executive

Former Public Company Directorships in Past Five Years: Home Federal Bancorp, Inc.; CNA Surety Corporation

Qualifications and Expertise as a Director: Mr. Tinstman brings extensive operational and executive experience in the construction industry to our board of directors. The electric utility business is capital intensive, involving heavy construction work for generation, transmission, and distribution projects. Mr. Tinstman's construction industry knowledge and expertise provide a valuable contribution to the board of directors' oversight function at a time when Idaho Power has embarked on large construction projects. Mr. Tinstman's experience from serving on the boards of directors of other public companies also provides the company with an experienced chairman.

Board of Directors' Recommendation

The board of directors unanimously recommends a vote "FOR" the election of each nominee.

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Committees of the Board of Directors

Overview and Composition

Our standing committees of the board of directors are the audit committee, the compensation committee, the corporate governance and nominating committee, and the executive committee. The committee memberships as of the date of this proxy statement are set forth below. We also describe our board committees and their principal responsibilities following the table.

Committee Memberships					
Director	Independent ¹	Audit	Compensation	Corp. Gov. and Nomin.	Executive
Darrel T. Anderson					©
Thomas E. Carlile					
Richard J. Dahl		©			
Ronald W. Jibson					
Judith A. Johansen					
Dennis Johnson					
J. LaMont Keen					
Christine King			©		
Richard J. Navarro					
Robert A. Tinstman (BC)				©	

(BC) — Board Chairperson

© — Committee Chairperson

¹Independent according to New York Stock Exchange listing standards and our Corporate Governance Guidelines

Audit Committee

The audit committee is a separately designated standing committee. The audit committee:

- assists the board of directors in the oversight of the integrity of our financial statements; our compliance with legal and regulatory requirements; the qualifications, independence, and performance of our independent registered public accounting firm; the performance of our internal audit department; and our major financial risk exposures;
- is directly responsible for the appointment, compensation, retention, and oversight of the work of our independent registered public accounting firm;
 - monitors compliance under the code of business conduct for our officers and employees and the code of business conduct and ethics for our directors, and is responsible for considering and granting any waivers for directors and executive officers from the codes, and informs the general counsel immediately of any violation or waiver; and
- prepares the audit committee report required to be included in the proxy statement for our annual meeting of shareholders.

As of the date of this proxy statement, the members of the audit committee include Mr. Carlile, Mr. Dahl, and Mr. Navarro. All members of the audit committee are independent under our Corporate Governance Guidelines and applicable New York Stock Exchange listing standards, including the Securities and Exchange Commission’s audit committee member independence standards. The board of directors has determined that Mr. Carlile, Mr. Dahl, and Mr. Navarro are “audit committee financial experts” as defined by the rules of the Securities and Exchange

Commission. During 2015, the audit committee met eight times.

Compensation Committee

The compensation committee has direct responsibility to:

- review and approve corporate goals and objectives relevant to our CEO's compensation;
- evaluate our CEO's performance in light of those goals and objectives;
- either as a committee or together with the other independent directors, as directed by the board of directors, determine and approve our CEO's compensation based on this evaluation;
- make recommendations to the board of directors with respect to executive officer compensation, incentive compensation plans, and equity-based plans that are subject to board of director approval;
- review and discuss with management the compensation discussion and analysis and based on such review and discussion determine whether to recommend to the board of directors that the compensation discussion and analysis be included in our proxy statement for the annual meeting of shareholders;

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produce the compensation committee report as required by the Securities and Exchange Commission to be included in our proxy statement for the annual meeting of shareholders;

- oversee our compensation and employee benefit plans and practices; and
- assist the board of directors in the oversight of risks arising from our compensation policies and practices.

The compensation committee and the board of directors have sole responsibility to determine executive officer compensation, which responsibility may not be delegated. The compensation committee has sole authority to retain and terminate any consulting firm to assist the compensation committee in carrying out its responsibilities, including sole authority to approve the consulting firm's fees and other retention terms. In 2015, the compensation committee retained Pay Governance, LLC ("Pay Governance") for advice regarding executive officer compensation, primarily to provide the compensation committee with general compensation market information and trends, to review the structure of our compensation programs, and to provide insight and analysis to the compensation committee at committee meetings. Management and the compensation committee also reviewed data provided by Pay Governance in evaluating our compensation and benefit plans.

In retaining compensation consultants, the compensation committee's charter provides that the committee is required to consider factors bearing on the independence from management of the compensation consultant and whether the work performed by the compensation consultant will raise any conflict of interest. Although management may request services, the compensation committee must pre-approve the engagement of the consulting firm for any services to be provided to management. These services may not interfere with the consulting firm's advice to the compensation committee. The chairperson may pre-approve services between regularly scheduled meetings of the compensation committee. Pre-approval of services by the chairperson must be reported to the compensation committee at its next meeting.

In addition, the compensation committee has responsibility for reviewing and making recommendations with respect to director compensation to the board of directors. For information on director compensation, refer to the section entitled "Director Compensation" in this proxy statement.

Each member of the compensation committee is independent under our Corporate Governance Guidelines and applicable New York Stock Exchange listing standards. During 2015, the compensation committee met four times.

Compensation Committee Interlocks and Insider Participation

No person who served as a member of the compensation committee during 2015 has (a) served as one of our officers or employees or (b) any relationship requiring disclosure under Item 404 of the Securities and Exchange Commission's Regulation S-K. None of our executive officers serve as a member of the board of directors or compensation committee of any other company that has an executive officer serving as a member of our board of directors or our compensation committee.

Corporate Governance and Nominating Committee

The corporate governance and nominating committee's responsibilities include:

- identifying individuals qualified to become directors, consistent with criteria approved by the board of directors;
- selecting, or recommending that the board of directors select, the candidates for all directorships to be filled by the board of directors or by the shareholders;
- developing and recommending to the board of directors our Corporate Governance Guidelines;
- overseeing the evaluation of the board of directors and management; and
- taking a leadership role in shaping our corporate governance.

Each member of the corporate governance and nominating committee is independent under our Corporate Governance Guidelines and the applicable New York Stock Exchange listing standards. During 2015, the corporate governance and nominating committee met four times.

Executive Committee

The executive committee acts on behalf of the board of directors when the board of directors is not in session, except on those matters that require action of the full board of directors. The executive committee also assists the board of directors in overseeing risk management. The executive committee is composed of our CEO and the chairpersons of each of our other standing committees. During 2015, the executive committee met twice.

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Director Compensation

We structure director compensation to attract and retain qualified non-employee directors and to further align the interests of our directors with the interests of our shareholders. The compensation committee periodically reviews surveys of non-employee director compensation trends and a competitive analysis of peer company practices prepared by the independent compensation consultant (Pay Governance). The compensation committee then makes recommendations to the board of directors on compensation for our non-employee directors, including their retainers and annual equity awards.

The table that follows describes the compensation earned during 2015 by each individual who served as an independent non-employee director during 2015. Effective May 21, 2015, Mr. Packwood, Ms. Smith, and Mr. Wilford retired from our board of directors.

Name (a)	Fees Earned or Paid in Cash (\$) (b)	Stock Awards (\$) (c) ¹	Option Awards (\$) (d) ²	Non-Equity Incentive Plan Compensation (\$) (e)	Change in Pension Value and Nonqualified Deferred Compensation Earnings (\$) (f)	All Other Compensation (\$) (g)	Total (\$) (h)
Darrel T. Anderson ³	—	—	—	—	—	—	—
Thomas Carlile	77,000	79,966	—	—	—	—	156,966
Richard J. Dahl	92,500	79,966	—	—	—	—	172,466
Ronald Jibson	71,000	79,966	—	—	—	—	150,966
Judith A. Johansen	77,000	79,966	—	—	—	—	156,966
Dennis L. Johnson	71,000	79,966	—	—	—	—	150,966
J. LaMont Keen	65,000	79,966	—	—	—	—	144,966
Christine King	84,000	79,966	—	—	—	—	163,966
Richard J. Navarro	69,583	79,966	—	—	—	—	149,549
Jan B. Packwood	35,183	79,966	—	—	—	—	115,149
Joan H. Smith	34,583	79,966	—	—	—	—	114,549
Robert A. Tinstman	172,500	79,966	—	—	36,000 ⁴	—	288,466
Thomas J. Wilford	32,083	79,966	—	—	14,459 ⁵	—	126,508

This column reflects the grant date fair value of IDACORP common stock awarded to our non-employee directors measured in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718 – Stock Compensation (“FASB ASC Topic 718”). The grant date fair value is based on the closing price of IDACORP common stock on the business day before the grant date. The grant date fair value for the awards included in this column for all non-employee directors is based on the closing price of IDACORP common stock on February 27, 2015, which was \$62.62.

²

No options were awarded to directors in 2015. As of December 31, 2015, no member of the board of directors owned any stock options.

³ Employee directors do not receive fees or awards for service as a member of our board of directors. Mr. Anderson's 2015 compensation as an executive officer is discussed in Part 4 – "Executive Compensation" in this proxy statement. Includes above-market interest accrued on deferred fees. Also includes the aggregate change in actuarial present

⁴ value of Mr. Tinstman's accumulated benefit under the Idaho Power Company Security Plan for Directors, which was terminated on April 1, 2002, in the amount of \$1,091.

⁵ Represents above-market interest accrued on deferred fees.

The table that follows lists the forms and amounts of compensation payable to our non-employee directors for 2015. All directors of IDACORP also serve as directors of Idaho Power. The fees and other compensation shown in the table and discussed below are for service on both boards as well as for service on any subsidiary board. Employee directors receive no compensation for service on the boards.

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Annual Director Compensation Amounts for 2015

Base Retainer	\$65,000
---------------	----------

Base Committee Annual Retainers:¹

Audit committee	12,000
Compensation committee	6,000
Corp. gov. and nom. committee	6,000
Executive committee	3,000

Additional Chair Annual Retainers:

Chair of the board	100,000
Chair of audit committee	12,500
Chair of compensation committee	10,000
Chair of corp. gov. and nom. committee	7,500

Annual Stock Awards ²	80,000
----------------------------------	--------

Subsidiary Board Fees:

IDACORP Financial Services:³

Monthly retainer	750
Meeting fees	600

Ida-West Energy:⁴

Monthly retainer	750
Meeting fees	600

¹ The Chairman of the Board does not receive base committee annual retainer fees.

²Effective January 1, 2016, the value of the annual stock award for non-employee directors is \$100,000.

³Mr. Packwood served on the IDACORP Financial Services board until his retirement on May 21, 2015.

⁴Mr. Packwood served on the Ida-West Energy board until his retirement on May 21, 2015.

Deferral Arrangements

Directors may defer all or a portion of their annual IDACORP, Idaho Power, IDACORP Financial Services, Inc., and Ida-West Energy retainers and meeting fees and receive payment of all amounts deferred with interest in a lump sum or in a series of up to 10 equal annual payments after they separate from service with IDACORP and Idaho Power. Any cash fees that were deferred before 2009 for service as a member of the board of directors are credited with the preceding month's average Moody's Long-Term Corporate Bond Yield for utilities, or the Moody's Rate, plus 3%, until January 1, 2019 when the interest rate will change to the Moody's Rate. All cash fees that are deferred for service as a member of the board of directors beginning January 1, 2009 are credited with interest at the Moody's Rate. Interest is calculated on a pro rated basis each month using a 360-day year and the average Moody's Rate for the preceding month.

Directors may also defer their annual stock awards, which are then held as deferred stock units with dividend equivalents reinvested in additional deferred stock units. Upon separation from service with IDACORP and Idaho Power, directors will receive either a lump-sum distribution or a series of up to 10 equal annual installments. Upon a change in control the directors' deferral accounts will be distributed to each participating director in a lump sum. The distributions will be in shares of our common stock, with each deferred stock unit equal to one share of our common stock and any fractional shares paid in cash.

Stock Ownership Guidelines for Directors

Our stock ownership guidelines for non-employee directors were revised in 2015 to provide that each non-employee director is expected to own IDACORP common stock equal in value to five times his or her current base annual retainer fee. The prior stock ownership requirement was three times the current base annual retainer fee. A director is allowed five years from the later of April 1, 2015 and the date of the director's initial election to meet these requirements. As of December 31, 2015, all of our directors were in compliance with the guidelines. Once a director reaches the stock ownership target under the guidelines, based on the then-current stock price, the director will remain in compliance with the guidelines, despite future changes in stock price, as long as the director continues to own the minimum number of shares that brought the director into compliance with the stock ownership target. If the base annual retainer fee for directors increases, directors who have already met their stock ownership targets will need to meet the stock ownership guidelines only for the amount of increase in the base annual retainer fee.

Anti-Hedging and Anti-Pledging Policy for Directors

The same prohibitions on hedging ownership of our common stock and the pledging of our securities as collateral that apply to our executive officers, which are described in Part 4 – “Executive Compensation – Compensation Discussion and Analysis – Other Compensation Practices” of this proxy statement, apply equally to members of our board of directors.

Retirement Benefits

Effective April 1, 2002, we terminated the Idaho Power Company Security Plan for Directors. At that time, current directors were entitled to their vested benefits under the plan as of January 15, 2002. The plan was a nonqualified deferred compensation plan that provided for retirement benefit payments. The maximum payment is \$17,500 per year for a period of 15 years. Directors elected after November 1994 receive a single life annuity with a joint and survivor option. Benefits are paid to inside directors on the 10th day of the month after severance from service on the board of directors. Benefits are paid to non-employee directors on the 10th date of the month after the later of severance from service on the board or reaching age 65. During 2015, Mr. Tinstman, who was elected after November 1994, was the only director with vested benefits in the plan.

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PART 4 - EXECUTIVE COMPENSATION

Compensation Discussion and Analysis

This Compensation Discussion and Analysis contains statements regarding future performance targets and goals. These targets and goals are disclosed in the limited context of our compensation programs and should not be understood to be statements of management's expectations or estimates of results or other guidance. We caution readers not to apply these statements to other contexts.

Overview

This part of the proxy statement focuses on the compensation we provide to our executive officers, and primarily our named executive officers, or "NEOs." For 2015, our NEOs were as follows (with their current titles):

Darrel T. Anderson - President and CEO of IDACORP and Idaho Power
Steven R. Keen - Senior vice president, CFO, and treasurer of IDACORP and Idaho Power
Daniel B. Minor - Executive vice president of IDACORP and Idaho Power
Rex Blackburn - Senior vice president and general counsel of IDACORP and Idaho Power
Lisa A. Grow - Senior vice president of operations of Idaho Power

Our 2015 Performance

The year 2015 was another successful one for our company. We achieved solid financial performance, made progress on our long-term projects, and continued to implement our long-term strategic plans. Some of our accomplishments for the year included the following:

- Our 2015 earnings per diluted share were \$3.87, representing our eighth consecutive year of earnings growth. Our board of directors voted to increase the quarterly dividend in 2015, from \$0.47 per share to \$0.51 per share. We have increased our quarterly dividend a total of approximately 70 percent since the fourth quarter of 2011, reflecting our continued commitment to our previously adopted dividend policy.
- We executed on business optimization initiatives, focusing on improving operations and controlling expenditures. We made continued progress toward the permitting of the Boardman-to-Hemingway and Gateway West 500-kV transmission projects.
- We achieved our goal to reduce average CO₂ emissions intensity by 10 to 15 percent below 2005 emissions for the six-year period 2010 through 2015.
- We improved Idaho Power's ranking from 17 to 11 in the annual "40 Best Energy Companies" list published by Public Utilities Fortnightly.

Continued Emphasis on At-Risk Compensation for Our NEOs

We believe strong performance by our executive officers is essential to long-term growth in shareholder value and to delivering superior service to our customers. We seek to accomplish this by making the majority of our NEO's pay "at risk," meaning we tie much of our NEOs' target compensation to our financial and operational performance. In order to be earned, a substantial portion of our executives' compensation requires that we achieve successful results over one- and three-year performance periods. As an executive's level of responsibility increases, so does the percentage of total compensation at risk, which we believe aligns the interests of our executives who have the highest level of decision-making authority with the interests of our shareholders. In "Our 2015 NEO Compensation Design" below, we have included a chart to help illustrate the degree to which our NEOs' compensation is performance-based and thus "at risk."

Pay Practices We Use, and Avoid

We have a number of compensation policies and practices intended to align the interests of management with those of our shareholders. The table that follows lists certain practices we use, and also certain practices we have chosen to avoid.

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Practices We Use

We tie our executives' compensation to corporate performance, and over one-half of each of our NEOs' target compensation is "at-risk"

The compensation committee consists solely of independent directors and retains an independent compensation consultant
We require our officers to own specified minimum amounts of our stock

We impose stock retention obligations

We have a clawback policy that provides for the recovery of incentive compensation under certain circumstances

We impose a cap on the amount of incentive compensation that may be paid

Practices We Avoid

û We do not provide employment agreements to our executives

û We do not permit the hedging or pledging of our securities by executives

û We restrict the purchase and sale of securities under an insider trading policy

û We do not encourage excessive or inappropriate risk-taking through our compensation design

û We provide only limited perquisites

Our 2015 NEO Compensation Design

The general design of our 2015 executive compensation program remained largely unchanged from 2014. Our 2015 executive compensation program continued to provide for fixed compensation (base salary) to promote retention of our executives and at-risk compensation (short- and long-term incentive compensation) to help ensure a focus on our operational and financial performance. Our short-term incentive compensation is paid in cash, if earned, based on single-year performance. Our long-term incentive compensation is paid in IDACORP common stock, if earned, based on performance over a three-year period. The allocation of the "total target direct compensation" (base salary plus short- and long-term incentive compensation at the target payout level) mix for each of our NEOs for 2015 is illustrated in the table that follows.

We set rigorous performance goals for our short- and long-term incentive compensation programs to help assure that payouts are only earned upon strong performance. The nature of the 2015 performance goals and their respective weightings for our short- and long-term incentive compensation were unchanged from 2014 and are illustrated in the charts that follow ("CEPS" refers to cumulative earnings per share and "TSR" refers to relative total shareholder return).

Short-term Incentive (One Year) Long-term Incentive (Three Year)

By using metrics tied to both operational and financial performance, as shown in the charts above, our executives' annual compensation can vary considerably depending on our actual performance in any period. This is what we refer to as the "at risk" component of our executives' compensation.

Each year our compensation committee reviews and establishes a threshold, target, and maximum performance level for each of our short- and long-term incentive plan goals. The compensation committee seeks to establish performance levels each year that assure the goals are realistic enough to be achievable yet difficult enough to incentivize outstanding performance. For our two short-term incentive operational goals of customer satisfaction and service reliability, we have either maintained or increased the target performance levels each year since the operational goals were first adopted in 2006. For our short-term incentive financial goal of consolidated net income (net income attributable to IDACORP), we have increased the target performance level significantly, from a target of \$82 million in 2007 to \$188 million in 2015. For our long-term incentive goal of CEPS, we have also increased the target performance level significantly, from \$6.20 for the 2007-2009 performance period to \$11.50 for the 2015-2017 performance period. Our other long-term incentive goal, TSR, is a relative goal and thus we have not increased the target performance level for that goal, which for 2015 grants continued to require 55th percentile performance versus our total shareholder return comparison group in order to be earned at target.

In connection with its annual review of executive compensation, our compensation committee reviews the correlation between our executives' historical compensation and our historical performance. We believe that one of the primary metrics of importance to our shareholders is TSR, which is reflective of both capital gains and dividends. The graph below shows the correlation between our CEO's actual compensation as described in the graph and TSR. For 2009 through 2013, the graph reflects our former CEO's compensation and, for 2014 and 2015, the graph reflects Mr. Anderson's compensation, as he was our CEO during most of 2014 and during the entirety of 2015.

We believe that earnings per share is also a metric of importance to our shareholders, and it is a factor used in determining both short- and long-term incentive compensation. The graph below also shows the correlation between diluted earnings per share (as adjusted following adoption of Accounting Standards Update 2014-01 in 2013) and our CEO's actual compensation as described in the graph. Again, the compensation shown for 2009 through 2013 is for our former CEO and the compensation shown for 2014 and 2015 is for Mr. Anderson, our current CEO.

Summary of Our NEOs' Total Target Direct Compensation Compared to Our Peers' NEOs

As a component of establishing our NEOs' compensation, we do considerable market benchmarking. The total target direct compensation (base salary plus target short- and long-term incentive compensation) of our NEOs for 2015, compared to the median total target direct compensation of each of the three designated data sets we used for benchmarking our NEO's 2015 compensation, is summarized in the table that follows.

Executive	2015 Total Target Direct Compensation	Median Total Target Direct Compensation ¹		
		Peer Group ²	IOU Survey Data ²	General Industry Survey Data ²
Darrel T. Anderson	\$2,295,000	\$2,783,798	\$2,915,989	\$3,834,454
Steven R. Keen	\$862,500	\$928,855	\$1,031,497	\$1,335,839
Daniel B. Minor	\$1,288,000	\$946,895	\$1,140,812	\$1,768,444
Rex Blackburn	\$787,500	\$722,625	\$870,917	\$1,023,230
Lisa A. Grow	\$688,000	No data	\$576,841	No data

¹Increased 3% to reflect projected compensation at January 1, 2015.

²Descriptions of the Peer Group, IOU Survey Data, and General Industry Survey Data sets are included below.

We have historically targeted a range of total target direct compensation for our executive officers of 85 percent to 115 percent of the market median (based on designated data sets) for each executive officer position. However, the compensation committee uses its judgment in assessing market data and may establish compensation levels above or below the range depending on factors such as the officer's experience, responsibility, and performance.

Our Compensation Philosophy and Policy

Compensation decisions for our executive officers, including our NEOs, are made in the context of our overall compensation philosophy. Our executive compensation philosophy is to provide balanced and competitive compensation to our executive officers to ensure that we are able to attract and retain high-quality executive officers, and to motivate our executive officers to achieve performance goals that will benefit our shareholders and customers and contribute to the long-term success and stability of our business without excessive risk-taking. Our board of directors has adopted a written executive compensation policy, and the compensation committee reviews the policy annually. The policy includes the following compensation-related objectives:

- Manage officer compensation as an investment with the expectation that officers will contribute to our overall success.
- Recognize officers for their demonstrated ability to perform their responsibilities and create long-term shareholder value.
- Be competitive with respect to those companies in the markets in which we compete to attract and retain the qualified executives necessary for long-term success.

· Be fair from an internal pay equity perspective.

Ensure effective utilization and development of talent by working in concert with other management processes, such as performance appraisal, management succession planning, and management development.

· Balance total compensation with our ability to pay.

How We Make Compensation Decisions

Consistent with prior years, our 2015 executive compensation decisions were made in the following four steps:

- (1) Conduct a general review of the components of executive compensation and industry practices and consider potential changes.
- (2) Analyze peer groups and market data to assess competitiveness of compensation and consider potential changes.
- (3) Review total compensation structure, internal pay equity analysis, and the allocation of various forms of compensation.
- (4) Review organizational results and individual executive officer performance, responsibility, and experience to determine compensation levels and opportunities for each executive officer.

Role of the Compensation Consultant and Management in Establishing Executive Compensation

The compensation committee, our compensation consultant, and management all participate in the process of setting executive compensation. The compensation committee has primary responsibility for determining the compensation provided to our executive officers. In making its determinations, the compensation committee receives information and advice from its independent compensation consultant and from management. Once the compensation committee develops a recommendation, it presents the recommendation to the full board of directors for approval.

The compensation committee retained Pay Governance for advice regarding executive officer compensation for 2015. The primary roles of the compensation consultant during 2015 included providing the compensation committee with information on the general compensation market and trends, reviewing the structure of our compensation programs, and providing insight and analysis on compensation levels and compensation design to the compensation committee. During 2015, Pay Governance did not provide services to us beyond its advice regarding executive officer and director compensation, as directed by the compensation committee. In connection with its retention of Pay Governance as an advisor, the compensation committee assessed the independence of the compensation consultant and determined that the compensation consultant was independent. Also, in September 2014, and again in February 2015 in connection with the execution of an engagement agreement, the compensation committee evaluated whether the services to be performed by the compensation consultant would raise any conflicts of interest and determined that no such conflicts of interest existed.

Our executive officers are also involved in the process of reviewing executive compensation. Our CEO and other executives review and comment on the market compensation data, including the make-up of the various peer groups, develop proposed compensation levels for officers that report to them, and review and recommend to the compensation committee performance goals and goal weightings for our incentive plans. Our CEO performs and delivers to the compensation committee an evaluation of the performance of other executive officers and a self-evaluation. In addition, our CEO, CFO, and other members of management regularly attend compensation committee meetings.

Market Compensation Data and Analysis

We believe that market compensation information is important because it provides an indication of the levels of compensation that are needed to enable us to remain competitive with other companies in attracting and retaining executive officers. In determining the composition of our peer groups, we consider the following factors:

Breadth –include companies that are philosophically relevant

Nature and complexity of the business – take into account each company’s portfolio and markets, and seek companies that derive at least 70 percent of revenues from regulated operations

Scope – reflect an appropriate range of revenues and market capitalization

Ease of administration – ensure availability of valid and reliable data (e.g., SEC filings)

Size – include a sufficient number of companies to provide robust data and mitigate volatility

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We use the market compensation analysis to determine a market compensation range for each of our executive officers for base salary, short-term incentive compensation, and long-term incentive compensation, and for combinations of these three elements, based on compensation provided to officers in similar positions at our designated groups of companies. The compensation committee reviewed survey data for three separate sets of companies, described below, for each executive officer. It then reviewed whether each element of compensation, and the total target direct compensation, for each of our executive officers was within the desired range (85% to 115% of the median of each data set).

The two sources of market compensation data used to prepare the market compensation analysis for our 2015 executive officer compensation were:

Private Survey Data Sources: Towers Watson’s 2014 annual private survey of corporate executive compensation, with the following three subsets of companies:

Peer Group	comprised of comparable utilities, as determined by the compensation committee; these were the same companies we use for the public survey data source, listed below	
IOU Survey Data	comprised of all participating investor-owned utilities, regressed to \$1.5 billion in annual revenues	
General Industry Survey Data	comprised of all participating general industry companies, regressed to \$1.5 billion in annual revenues	

Public Survey Data Source: 2014 public proxy statement compensation data from a designated peer group of companies, listed below (the same companies included in the Peer Group).

The names of the companies included in the IOU Survey Data set and the General Industry Survey Data set are listed in Appendix A to this proxy statement. Our management and the compensation committee worked together in developing and approving the Peer Group, based in part on data provided by the compensation consultant. The companies in the Peer Group and used for our survey and public proxy data included the following:*

Allete Inc.	Northwest Natural Gas Co.	Southwest Gas Corporation
Avista Corp.	Northwestern Corp	UIL Holdings Corporation
Black Hills Corporation	OGE Energy Corp.	UNS Energy Corp.
Cleco Corporation	PNM Resources, Inc.	Vectren Corporation
El Paso Electric Co.	Portland General Electric Co.	Westar Energy, Inc.
Great Plains Energy Inc.	Questar Corporation	

*The only change to the Peer Group for 2015, compared to the prior year, was the removal of NV Energy, Inc. and the addition of OGE Energy Corp.

Because the public proxy compensation data is not as broad or detailed as the private survey data, the compensation committee used the public proxy compensation data as a secondary data source to provide general confirmation of the compensation levels for our NEOs. For purposes of compiling the market compensation information, each NEO’s role is matched to a comparable position at the peer companies.

An individual executive officer’s compensation may be positioned above or below the market level for his or her

position, depending on his or her level of experience, responsibility, and performance, and based on the degree of comparability between our executive officer's role and the roles of persons with similar positions at the peer companies. The compensation committee uses its judgment and our CEO's feedback on executive officer performance in assessing these factors in determining how an executive officer's compensation should align relative to the market level.

Review of Total Compensation Structure and Internal Pay Ratios

Each year, the compensation committee reviews the total compensation structure for each NEO, including the elements and mix of compensation, levels of historic compensation, potential termination and retirement benefits, internal equity, and IDACORP stock ownership, to determine whether it should adjust an executive officer's total target direct compensation. The internal pay equity analysis presented by our management showed the ratios below for internal pay equity based on proposed (as of the date of the review) 2015 total target direct compensation amounts.

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Officer Comparison Set	Internal Pay Ratio – 2015 Total Target Direct Compensation
CEO to executive and senior vice presidents	2.68x
CEO to pay grade S-3 and higher senior managers	9.13x
CEO to all senior managers	10.86x

Based on these reviews, the compensation committee determined that no changes to the general structure of our compensation programs or to the forms of compensation payable to our executive officers for 2015 were necessary, though it did make some adjustments as described below. In making this determination, the compensation committee relied on its subjective judgment.

Allocation of Compensation – Policy to Emphasize At-Risk Compensation

Our executive compensation policy provides that various elements of our compensation for executive officers should generally target the ranges in the table that follows.

Element of Executive Officers' Compensation	Percent of Total Target Direct Compensation
Cash Compensation (Base Salary and Short-Term Incentive Compensation at Target)	50-80%
Short-term Incentive Compensation at Target	15-25%
Long-term Incentive Compensation at Target	20-50%
Short- and Long-Term Incentive Compensation Combined at Target	35-75%

We believe that this structure provides the appropriate balance between at-risk compensation tied to executive and corporate performance and base salary to promote executive retention. We also apply a policy that provides that the higher the executive officer's position, the greater the emphasis on long-term results and, therefore, on equity-based compensation. Accordingly, our CEO's compensation is typically weighted more heavily toward long-term incentive compensation in the form of stock grants compared to our other executive officers' compensation.

For 2015, the percentage of total target direct compensation that was comprised of short- and long-term incentive compensation at target exceeded 50% for each of the NEOs.

Individual Executive Officer Performance Evaluation

An important aspect of the compensation committee's process is its review of each executive officer's level of experience and time in the role, responsibility, and individual performance to determine where the executive officer's base salary and target incentive compensation should be relative to the compensation of peers. For 2015 compensation determinations, the evaluation of our CEO covered the attributes in the table that follows.

Strategic Capability	Leadership	Performance
Vision – builds and articulates a shared vision	Character – committed to personal and business values and serves as a trusted example	Financial – financial performance meets or exceeds plan and is competitive relative to industry peers
Strategy – develops a sound, long-term strategy	Temperament – emotionally stable and mature in the use of power	Relationships – builds and maintains relationships with

key stakeholders

Implementation – ensures successful implementation; makes timely adjustments when external conditions change

Insight – understands own strengths and weaknesses and is sensitive to the needs of others

Leadership – dynamic, decisive, strong confidence in self and others; demonstrates personal sacrifice, determination, and courage

Charisma – paints an exciting picture of change; sets the pace of change and orchestrates it well

Operational – establishes performance standards and clearly defines expectations

Succession – develops and enables a talented team

Compliance – establishes strong auditing and internal controls and fosters a culture of ethical behavior

For purposes of establishing 2015 compensation, in addition to the factors included in the table above, our CEO was also evaluated against the following eight competencies:

- authenticity
- establishing strategic direction
- emotional intelligence
- business savvy
- executive disposition
- customer focus
- courage
- compelling communication

For other executive officer reviews, our CEO provided to the compensation committee an evaluation of each executive officer's accomplishments during the year and overall performance under the primary categories of financial strength, operational excellence, customer satisfaction, and safe, engaged, and effective employees. In addition, each executive officer, other than our CEO, was evaluated against the following eight competencies:

- establishing strategic direction
- operational decision making
- driving for results
- building organizational talent
- business acumen
- developing strategic relationships
- customer orientation
- leadership

While the general factors used for evaluation of those officers were the same, the evaluation under each category involved a review of more specific sub-factors relevant to each officer's position, based on the specific functions and responsibilities of each officer.

Each executive officer must also generate specific performance goals for each year, which the compensation committee reviews and evaluates in connection with its compensation decisions. In connection with the review of our CEO's performance, the compensation committee received input from the full board of directors.

2015 NEO Performance Evaluation Results

In connection with its annual evaluation of our NEOs' performance, the compensation committee identified the following non-exclusive contributions and accomplishments during 2014 that were relevant for purposes of establishing the NEOs' base salaries and incentive compensation opportunities for 2015:

- | | |
|--------------------|---|
| Darrel T. Anderson | Mr. Anderson undertook enhanced strategy and policy-making responsibilities, effectively formulated and executed our strategy, and demonstrated authenticity and leadership skill. Our company continued to have positive financial and stock price performance and Mr. Anderson's responsibility for financial stewardship of capital and operating expenditures balanced the impacts on customers, shareowners, and employees. He demonstrated appropriate focus on long-term strategy and in maintaining and promoting a vision for the organization. He also maintained an active presence in industry activities and in the community with effective and thoughtful outreach. At the same time, Mr. Anderson's tenure as the president and CEO has been relatively short, and this short tenure was a factor considered in determining his compensation. |
| Steven R. Keen | Mr. Keen led outreach efforts with investors and prospective investors, contributed to business optimization efforts targeted at controlling operations and maintenance expenses, and demonstrated flexibility in managing his team through tightened schedules and process changes. He also managed the cost savings achieved by the finance unit via targeted expense reductions and from financing transactions with positive long-term benefits. However, like with Mr. Anderson, Mr. Keen's tenure in the CFO role has been relatively short, and this short tenure was a factor considered in determining his compensation. |
| Daniel B. Minor | Mr. Minor's accomplishments included continued emphasis on Idaho Power's safety culture and safety initiatives, optimization of processes and capturing efficiencies, and proactively leading efforts within various operating areas to enhance Idaho Power's compliance culture. He also provided leadership in |

connection with economic development efforts across Idaho Power's service area and in the transition of leadership over the information technology organization. An important area of contribution was Mr. Minor's organizational development and succession planning.

Rex
Blackburn

Mr. Blackburn continued efforts to control legal-related costs and help drive positive regulatory outcomes. He also provided effective leadership over a legal team responsible for a number of significant events and initiatives, and oversaw a number of compliance-related process improvements. Mr. Blackburn oversaw the legal, risk, and regulatory aspects of an extensive list of projects and initiatives, with many significant positive outcomes.

Lisa A.
Grow

Ms. Grow assumed leadership responsibilities for a number of areas, including a transmission asset transaction and significant power supply projects. The breadth of those issues and the outcome of the initiatives over which she had oversight were considered, including the recognition that her role and responsibilities at Idaho Power are in some ways broader than persons in similar roles at other companies. Ms. Grow also successfully managed hydroelectric conditions for Idaho Power during a relatively low water year and continued development of internal and external relationships.

Consideration of the Results of the Shareholder Advisory Votes on Executive Compensation

At each annual meeting from 2011 through 2015, over 93 percent of votes cast were cast in favor of our executive compensation program. At the 2015 annual meeting, over 96 percent of votes cast were cast in favor of our executive compensation programs. These consistent voting results were an important indicator to management, the compensation committee, and the board of directors regarding investor sentiment about our executive compensation philosophy, policies, and practices. Based in part on this indicator, we did not significantly alter our 2015 compensation program design and it continued to reflect our pay-for-performance philosophy.

Impact of Tax and Accounting Treatment on Compensation Decisions

The compensation committee may consider the impact of tax and/or accounting treatment in determining compensation. Section 162(m) of the Internal Revenue Code places a limit of \$1,000,000 on the amount of compensation paid to certain officers that we may deduct as a business expense in any tax year unless, among other things, the compensation qualifies as performance-based compensation, as that term is used in Section 162(m). The compensation committee may structure certain compensation programs in a manner intended to allow compensation to be fully deductible under Section 162(m), but retains the flexibility and discretion to grant compensation awards, whether or not deductible. This flexibility is necessary to foster achievement of performance goals established by the compensation committee, as well as other considerations important to our success, such as encouraging employee retention and rewarding achievement of key corporate goals.

Section 409A of the Internal Revenue Code imposes additional income taxes for certain types of deferred compensation if the deferral does not comply with Section 409A. We administer our compensation plans and arrangements affected by Section 409A with the objective of not triggering any additional income taxes under Section 409A.

2015 Named Executive Officer Compensation

Elements of Compensation for 2015

Our executive compensation for 2015 included the following elements:

- Base salary
- Annual cash incentive awards
- Long-term (three year) equity incentive awards
- Other benefits, such as health and welfare, retirement and 401(k) plans, and limited perquisites

We discuss each of these elements below. We believe that providing these compensation components meets our fundamental compensation objectives of attracting and retaining qualified executives and motivating those executives to achieve key performance goals for the benefit of our customers and shareholders. The success of those objectives is demonstrated by our historic ability to retain members of management over the long term, which has helped us to establish a cohesive executive team with a united goal of long-term value creation for our shareholders.

Base Salary

Base salary consists of fixed cash payments. We pay base salaries in order to provide our executive officers with sufficient regularly paid income and to secure officers with the knowledge, skills, and abilities necessary to successfully execute their job duties and responsibilities. Base salary is established based on factors such as competitiveness of the salary compared to similar positions at the company's peers, the officer's specific responsibilities and experience, and individual and company performance.

As discussed above, for purposes of determining each NEO's base salary for 2015, the compensation committee reviewed the base salary market data from the market compensation analysis. This included a comparison of each NEO's current base salary with the median from each of the three data sets for that position (where data was available). As a component of determining appropriate 2015 base salaries (as well as other elements of compensation), the compensation committee also reviewed the 2014 performance evaluations for each NEO and the company's overall performance during 2014. Based on its review and analysis of this information, in February 2015 the compensation committee recommended, and the board of directors approved, the NEO base salaries for 2015 shown in the table that follows.

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Executive	2015 Base Salary (\$)	% Increase from 2014 Base Salary ¹ (%)
Darrel T. Anderson	675,000	17.4%
Steven R. Keen	345,000	9.5%
Daniel B. Minor	460,000	7.0%
Rex Blackburn	350,000	4.5%
Lisa A. Grow	320,000	6.7%

¹ Represents the increase relative to the amount of annual base salary in effect as of year-end 2014.

The notable base salary increases for Mr. Anderson and Mr. Keen resulted in large part from their progression to their current roles. In 2014, Mr. Anderson assumed the role of president and CEO of IDACORP and Mr. Keen assumed the role of senior vice president, CFO, and treasurer at IDACORP and Idaho Power. Their respective 2014 base salaries were substantially less than the average base salaries for their positions of the Peer Group, IOU Survey Data set, and General Industry Survey Data set, and thus the compensation committee approved significant increases in their base salaries for 2015. However, given their limited time in their respective roles, the compensation committee approved base salaries that remained less than the median base salaries of the three data sets.

Short-Term Incentive Compensation

Short-term incentive compensation under our Executive Incentive Plan is based on annual performance goals and is intended to encourage and reward short-term financial and operational performance results. We provide executive officers the opportunity to earn cash-based short-term incentives in order to be competitive from a total compensation standpoint and to ensure focus on annual financial, operational, and customer service goals.

For 2015, the compensation committee retained the same short-term incentive goal structure as was used in 2014, described below. While the compensation committee continued to consider whether additional or alternative metrics would be appropriate, the compensation committee determined that operational goals of customer satisfaction and network reliability and the financial goal of IDACORP consolidated net income currently provide effective measures of the overall performance of our company for incentive purposes. The compensation committee also retained the same weightings for the incentive goals as in 2014 – 15 percent for customer satisfaction, 15 percent for network reliability, and 70 percent for consolidated net income. Following is a more detailed description of the 2015 short-term incentive performance goals:

Customer Satisfaction – The customer satisfaction goal focuses on our relationship with and service to our customers. We measure customer satisfaction through quarterly surveys conducted by an independent survey firm. The survey data covered five specific performance qualities: overall satisfaction, quality, value, advocacy, and loyalty.

Network Reliability – The network reliability goal is intended to focus executive officers on Idaho Power's system reliability and its impact on the company's relationship with its customers. We measure this goal by the number of interruptions greater than five minutes in duration experienced by Idaho Power's customers over the course of the year.

Consolidated Net Income – Our compensation committee believes that the IDACORP consolidated net income goal provides the most important overall measure of our financial performance, and thus the compensation committee gave it the greatest weighting. This goal aligns management and shareholder interests by motivating our executive officers to increase earnings for the benefit of shareholders.

The compensation committee set the specific performance targets for each goal, based on three levels of performance: threshold, target, and maximum. For 2015, the compensation committee:

maintained the same performance levels for the customer satisfaction goal based on its review of the potential impact of customer-facing initiatives in process and historical customer satisfaction metrics;

to incentivize continuous improvement, established more challenging network reliability goals at the threshold and target levels, based on its review of historical performance and factors likely to impact reliability; and

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established more challenging net income performance goals at all payout levels, based on its review of financial information and to incentivize continuous improvement.

The table below shows the specific threshold, target, and maximum performance targets for each short-term incentive performance goal and the qualifying payout multiplier for each target. We use linear interpolation for achievement between the levels specified. The short-term cash incentive award opportunities are calculated by multiplying base salary by the product of the approved incentive percentage and the qualifying multiplier for each goal. The table also shows the actual 2015 performance results for all three performance goals. The Executive Incentive Plan under which the short-term awards are made to executives does not permit the payment of awards if there is no payment of awards under the employee incentive plan (which uses the same metrics and performance levels) or if IDACORP does not have net income sufficient to pay dividends on its common stock. Neither of these restrictions applied for 2015.

Performance Goal	IDACORP Short-Term Incentive Metrics		
	Performance Levels	Qualifying Multiplier	2015 Actual Results
Customer Satisfaction – Customer Relations Index Score	Threshold: 81.5%	7.5%	
	Target: 82.5%	15.0%	84%
	Maximum: 83.5%	30.0%	
Network Reliability – Number of Outage Incidents	Threshold: ≤1.70	7.5%	
	Target: 1.45	15.0%	1.60
	Maximum: ≤1.20	30.0%	
IDACORP 2015 Consolidated Net Income (in millions)	Threshold: \$173	35.0%	
	Target: \$188	70.0%	\$194.7
	Maximum: \$203	140.0%	

Based on its review of market compensation and individual NEO performance, and the impact of base salary increases on the potential short-term incentive compensation amount, for 2015 the compensation committee left unchanged relative to 2014 the percentage of base salary payable as short-term incentive compensation at the threshold, target, and maximum award opportunity levels for each NEO.

The table that follows shows the 2015 short-term incentive award opportunities for the NEOs recommended by the compensation committee and approved by the board of directors, as well as the 2015 short-term incentive awards earned by our NEOs based on actual performance results for 2015.

Executive		IDACORP Short-Term Incentive Award Opportunity Levels			2015 Award Earned
		Threshold ¹	Target ¹	Maximum ¹	
Darrel T. Anderson	% of Base Salary:	40%	80%	160%	\$760,606
	Dollar Amount:	\$270,000	\$540,000	\$1,080,000	
Steven R. Keen	% of Base Salary:	25%	50%	100%	\$243,546
	Dollar Amount:	\$86,250	\$172,500	\$345,000	
Daniel B. Minor	% of Base Salary:	30%	60%	120%	\$390,001

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	Dollar Amount:	\$138,000	\$276,000	\$552,000	
Rex Blackburn	% of Base Salary:	22.5%	45%	90%	\$222,747
	Dollar Amount:	\$78,750	\$157,500	\$315,000	
Lisa A. Grow	% of Base Salary:	22.5%	45%	90%	\$203,500
	Dollar Amount:	\$72,000	\$144,000	\$288,000	

¹ The percentage shown represents the percent of base salary to be awarded, assuming achievement of the relevant performance level.

Long-Term Incentive Compensation

Long-term incentive compensation is intended to encourage and reward long-term performance and is based on performance goals achievable over a period of three years. We grant executive officers the opportunity to earn stock-based long-term compensation in order to be competitive from a total compensation standpoint, to ensure focus on long-term financial goals, to recognize future performance, to promote retention, and to maximize shareholder value by aligning our executive officers' interests with shareholder interests. Our 2015 long-term incentive awards were allocated as follows:

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·time-vesting restricted stock, vesting in January 2018, representing one-third of the awards; and
 ·performance-based shares with a three-year performance period of 2015-2017, representing two-thirds of the awards at target.

Consistent with our historical practice, the compensation committee recommended, and the board of directors approved, the 2015 long-term incentive grants at their February 2015 meetings, which occurred after we released our 2014 full year earnings. Following is a more detailed description of the time-vesting restricted stock and performance-based shares that comprise the long-term incentive grants.

Time-Vesting Restricted Stock:

The time-vesting restricted stock awards made to our NEOs in 2015 will vest in January 2018, as long as the NEO remains employed by us throughout the restriction period. The NEOs receive dividends on the stock during the restriction period, since the officer is assured of vesting in the stock as long as he or she remains employed by the company. We believe that the restricted stock and dividend payments provide a strong incentive for the officer to continue working for us for the entire three-year restriction period. Because the restricted stock is intended to serve as a retention tool, the compensation committee decided to use cliff vesting, rather than ratable vesting. However, if the NEO's employment terminates before the vesting date, subject to board approval, the officer may receive a pro-rated payout, depending on the reason for or circumstances surrounding the termination.

Performance-Based Shares:

Performance-based shares are based entirely on our financial performance over a three-year performance period and may be earned up to 200% of target, but will not be earned if our minimum performance goals are not met at the end of the performance period. Dividends on the performance-based shares are not paid to our NEOs during the performance period. Instead, they are paid at the end of the performance period only on performance-based shares that are actually earned, if any.

The performance-based shares granted in February 2015 may be earned by the NEOs based on performance against two financial measures over the 2015-2017 performance period. The two equally weighted performance measures are CEPS and TSR. We believe these performance metrics represent key measures of performance for the benefit of our shareholders and align our executive officers' management efforts with our shareholders' performance objectives. The CEPS levels are indicative of management performance, as this goal relates to revenue enhancement and cost containment. Relative TSR is determined by our common stock price change and dividends paid over a three-year performance period compared to that achieved by a comparison group of companies over the same three-year period. For 2015 grants, we used the EEI Index of U.S. Shareholder-Owned Electric Utilities as the TSR comparison group. We compare our TSR with these companies' TSRs on a percentile basis. For example, if our TSR falls exactly in the middle of the TSR of the comparison companies, we would rank at the 50th percentile of the comparison group.

The CEPS performance levels for the 2015-2017 performance period are as follows:

The TSR performance levels for the 2015-2017 performance period are as follows:

- | | |
|---------------------|---|
| -Threshold: \$10.60 | -Threshold: 30 th percentile |
| -Target: \$11.50 | -Target: 55 th percentile |
| -Maximum: \$12.50 | -Maximum: 90 th percentile |

The compensation committee increased the CEPS performance levels for 2015 compared to the levels approved in 2014 (i.e., the 2014-2016 performance period) based on its assessment of our potential financial performance. The compensation committee also sought to approve amounts that would motivate our NEOs to drive company performance.

The compensation committee also adjusted the TSR levels for 2015 compared to the 2014 levels. For 2014, the TSR level for the threshold payout was the 35th percentile, and the TSR level for the maximum payout was the 75th percentile, compared to the 30th percentile and 90th percentile, respectively, for 2015. The compensation committee made the adjustments to the TSR levels to more closely align the performance level thresholds with those of our peers and to seek to reward higher levels of TSR.

Also for 2015, the compensation committee increased the maximum amount of performance-based shares that may be earned to 200 percent of target (from 150% of target for grants for the 2014-2016 performance period) and decreased the minimum amount of performance-based shares that may be earned to 45 percent of target (from 50% of target for grants for the 2014-2016 performance period), for awards made under both the CEPS metric and the TSR metric. These adjustments were made in connection with the committee's review of peer compensation practices and in light of the higher metrics established for a maximum payout (e.g., TSR in the 90th percentile to achieve a maximum payout of 200 percent for a 2015-2017 grant, compared to TSR in the 75th percentile to achieve a maximum payout of 150 percent for a 2014-2016 grant).

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The table that follows shows the long-term incentive award opportunities recommended by the compensation committee and approved by our board of directors for 2015 for each NEO. We use linear interpolation for achievement within the levels specified.

Executive	IDACORP Long-Term Incentive Compensation Component		Approximate Total Long-Term Incentive Award (Based on 2015 Base Salary)	
	Time-Vesting Restricted Stock (Percent of 2015 Base Salary)	Performance-Based Shares (CEPS and TSR) (Percent of 2015 Base Salary)		
Darrel T. Anderson	53.3%	Threshold: 48.0%	Threshold: \$ 684,000	
		Target: 106.7%	Target: \$ 1,080,000	
		Maximum: 213.3%	Maximum: \$ 1,800,000	
Steven R. Keen	33.3%	Threshold: 30.0%	Threshold: \$ 218,500	
		Target: 66.7%	Target: \$ 345,000	
		Maximum: 133.3%	Maximum: \$ 575,000	
Daniel B. Minor	40.0%	Threshold: 36.0%	Threshold: \$ 349,600	
		Target: 80.0%	Target: \$ 552,000	
		Maximum: 160.0%	Maximum: \$ 920,000	
Rex Blackburn	26.7%	Threshold: 24.0%	Threshold: \$ 177,333	
		Target: 53.3%	Target: \$ 280,000	
		Maximum: 106.7%	Maximum: \$ 466,667	
Lisa A. Grow	23.3%	Threshold: 21.0%	Threshold: \$ 141,867	
		Target: 46.7%	Target: \$ 224,000	
		Maximum: 93.3%	Maximum: \$ 373,333	

As with base salary and short-term incentive opportunities, the compensation committee established the 2015 long-term incentive opportunities based on its review of the market compensation analysis and individual executive officer experience and tenure and both individual and company performance. Following its review, the compensation committee increased the 2015 target long-term incentive award opportunities as a percentage of base salary for each of Mr. Anderson (from 135% to 160%), Mr. Keen (from 90% to 100%), Mr. Minor (from 110% to 120%), and Mr. Blackburn (from 70% to 80%) compared to the target level for 2014.

Payment of Performance-Based Shares for 2013-2015 Performance Period

The performance-based shares granted for the 2013-2015 performance period were paid at 150 percent of target in February 2016, based on our CEPS of \$11.36 and our relative TSR at the 93rd percentile. The table that follows lists (1) the target performance-based share awards granted, (2) the shares issued, and (3) the dividend equivalent payments earned.

Executive	Awards Granted in February 2013	Shares Issued in February 2016	Dividend Equivalents
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	(#)	(#)	(\$)
Darrel T. Anderson	7,844	11,766	67,772
Steven R. Keen	2,796	4,194	24,157
Daniel B. Minor	5,846	8,770	50,515
Rex Blackburn	3,194	4,792	27,602
Lisa A. Grow	2,796	4,194	24,157

Other Benefits

We make available general employee benefits for medical, dental, and vision insurance, and disability coverage to employees, including our NEOs. Our NEOs are also eligible to participate in an executive physical program, which provides executive management employees access to a comprehensive physical exam. Other benefits include the availability of an executive deferred compensation plan and limited perquisites. We believe these other benefits, though limited, contribute to a competitive executive compensation program.

Post-Termination Compensation Programs

Idaho Power Company Retirement Plan

The Idaho Power Company Retirement Plan is a defined-benefit pension plan available to our employees. We discuss the material terms of the plan later in this proxy statement in the narrative following the Pension Benefits for 2015 table. Because benefits under the plan increase with an employee's continued service and earnings, the compensation committee believes that providing a pension serves as an important retention tool by encouraging our employees to make long-term commitments to the company.

Idaho Power Company Security Plans for Senior Management Employees

We have two nonqualified defined benefit plans that provide supplemental retirement benefits for certain key employees beyond our retirement plan benefits – the Security Plan for Senior Management Employees I, or Security Plan I, and the Security Plan for Senior Management Employees II, or Security Plan II. We have two separate plans to take advantage of grandfathering rules under Section 409A of the Internal Revenue Code. The compensation committee views these supplemental retirement benefits as a key component in attracting and retaining qualified executives. Benefits under the security plans continue to accrue for up to 25 years of continuous service at an executive officer level. Because benefits under the security plans increase with period of service and earnings, the compensation committee believes that providing a supplemental pension under these plans serves as an additional retention tool that encourages our executives to make long-term commitments to the company. The security plans provide income security for our executives and are balanced with the at-risk compensation represented by our incentive plans. We discuss the other material terms of the security plans later in this proxy statement in the narrative following the Pension Benefits for 2015 table.

Executive Deferred Compensation Plan

Our executive officers are eligible to participate in the Executive Deferred Compensation Plan, which is a nonqualified supplemental deferred compensation plan that allows participants to defer compensation in excess of certain statutory limits in the tax-qualified 401(k) plan. Participants may defer up to 50 percent of their base salary and up to 50 percent of any short-term incentive compensation. The compensation committee views the plan as a supplemental benefit to attract and retain qualified executive officers. For 2015, no NEO made any contributions to the plan. We discuss the material terms of the plan later in this proxy statement in the narrative following the Nonqualified Deferred Compensation for 2015 table.

Change in Control Agreements

We have change in control agreements with all of our executive officers. The compensation committee believes that change in control agreements are an important benefit to promote officer retention during periods of uncertainty around acquisitions and to motivate officers to weigh acquisition proposals in a balanced manner for the benefit of shareholders, rather than resisting such proposals for the purpose of job preservation.

The compensation committee adopted a new policy regarding stand-alone change in control agreements in November 2009, and the compensation committee approved a new form of change in control agreement in March 2010. As provided in the policy, change in control agreements executed after March 17, 2010, do not include any 13th-month trigger (a provision permitting an officer to terminate employment for any reason during the first month following the one-year anniversary of the change in control and receive a reduced payout) or tax gross-up provisions. The compensation committee made these changes based on the growing trend away from single-trigger and modified single-trigger provisions and tax gross-up provisions in executive change in control agreements. Existing change in control agreements were not affected by the new policy. All of our current NEOs are parties to change in control agreements executed prior to March 17, 2010.

The agreements we have with our current NEOs are "double-trigger" agreements in the sense that two events must occur in order for cash severance payments to be made: a change in control and a termination of employment in connection with the change in control. However, if a change in control occurs and the officer is not terminated, the agreements permit a NEO to terminate employment for any reason during the first month following the one-year anniversary of the change in control. In this event, the NEO would receive a lesser severance payout. This provision was historically included because the first year after a change in control is a critical transition period, and the 13th-month trigger serves as an important tool to encourage our executive officers to remain with the company or our successor for at least that transition period.

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We discuss the other material terms of our change in control agreements later in this proxy statement in the section entitled Potential Payments Upon Termination or Change in Control.

Other Compensation Practices

Clawback Policy

In January 2014, our board of directors adopted a compensation clawback policy. Under the clawback policy, if our board of directors determines that a current or former executive officer has engaged in fraud, willful misconduct, gross negligence, or a violation of one of our policies that caused or otherwise contributed to the need for a material restatement of our financial results, the compensation committee will review all performance-based compensation earned by that executive officer during fiscal periods materially affected by the restatement. If, in the compensation committee's view, the performance-based compensation would have been materially lower if it had been based on the restated results, the compensation committee will, to the extent permitted by applicable law, seek recoupment from that executive officer of any portion of such performance-based compensation as it deems appropriate under the circumstances. The compensation committee has sole discretion in determining whether an executive officer's conduct has or has not met any particular standard of conduct under law or a company policy. The clawback policy applies to performance-based compensation awards made after the adoption of the policy.

Prohibitions on Hedging Transactions and Pledges of Our Securities

Our compensation policy and corporate governance guidelines prohibit executive officers (as well as directors) from hedging their ownership of company common stock. Under our policy, an executive officer may not enter into transactions that allow the officer to benefit from devaluation of our stock or be the technical legal owner of our stock without the full benefits and risks of such ownership. In addition, our corporate governance guidelines provide that our directors, officers, and certain key employees are prohibited from pledging (through a margin feature or otherwise) our securities as collateral in order to secure personal loans or other obligations.

Stock Ownership and Stock Retention Guidelines

We have had minimum stock ownership guidelines for our officers since 2007. Company stock ownership enhances our officers' commitment to our future and further aligns our officers' interests with those of our shareholders. During 2015, the guidelines were revised to require ownership of IDACORP common stock valued at a multiple of each officer's annual base salary, as follows:

- president and chief executive officer – 5x annual base salary (increased from 3x);
- executive and senior vice presidents – 3x annual base salary (increased from 2x); and
- vice presidents – 1x annual base salary.

Our executives are allowed five years from the later of April 1, 2015 and the effective date of appointment to his or her position to meet these requirements.

Our graduated stock ownership requirements reflect the fact that compensation is weighted more heavily toward equity compensation for our most senior positions. In circumstances where the stock ownership guidelines would result in a severe financial hardship, the officer may request an extension of time from the corporate governance and nominating committee to meet the guidelines.

We also have minimum stock retention guidelines for our officers to further align our officers' interests with shareholder interests. The guidelines state that until the officer has achieved the minimum stock ownership requirements described above, the officer must retain at least 50 percent of the net shares he or she receives from the vesting of restricted and performance-based share awards and stock option exercises. For restricted and

performance-based shares, "net shares" means the number of shares acquired upon vesting, less the number of shares withheld or sold to pay withholding taxes.

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Compensation Risk and Discretion to Adjust Awards

We believe that our mix of compensation elements and the design features of our plans described in this Compensation Discussion and Analysis help to ensure that our executive officers focus on the long-term best interests of our company and its shareholders, with appropriate incentives to avoid taking excessive risks in pursuit of unsustainable short-term results. The compensation committee and our board of directors retain the discretion to adjust awards under the short- and long-term incentive plans, when deemed appropriate, including in any circumstance where the compensation committee or our board of directors believes there has been misconduct by one or more executive officers. Further, the compensation clawback policy described above provides that we may seek to recoup incentive compensation in specified circumstances, to discourage unlawful or grossly negligent conduct.

Compensation Committee Report

The compensation committee has reviewed and discussed with management the Compensation Discussion and Analysis contained in this proxy statement.

Based on its review and these discussions, the compensation committee has recommended to our Board of Directors that the Compensation Discussion and Analysis be included in this proxy statement and incorporated by reference into our Annual Report on Form 10-K for the year ended December 31, 2015.

THE COMPENSATION COMMITTEE

Christine King, Chair
Judith A. Johansen
Ronald W. Jibson

Our Compensation Policies and Practices as they Relate to Risk Management

We annually review our compensation policies and practices for all employees to determine whether any risks arising from these policies and practices may be reasonably likely to have a material adverse effect on our company. This discussion involves a review and consideration of several of the factors set forth in Item 402(s) of Regulation S-K under the Securities Act of 1933, as amended, and other items. Most recently, at its November 2015 meeting the compensation committee members discussed, together with management and its compensation consultant, the factors in Item 402(s) and considered the following additional factors relating to compensation practice risks:

- the vast majority of IDACORP's income from continuing operations is contributed by Idaho Power, which is a regulated electric utility, and management believes its regulated operations do not lend themselves to or incentivize significant risk-taking by employees;
- our employees and executives are limited from taking operational risks by the extensive regulation of our operations by multiple agencies, including the Federal Energy Regulatory Commission and state public utility commissions;
- we use a compensation structure based on both financial and operational goals, use time-vesting shares as a portion of the long-term incentive awards, and cap the maximum incentive payouts and provide a base salary to prevent undue emphasis on incentive compensation;
- we do not pay our executives a short-term incentive award if no short-term incentive payment is made to our employees;
- we benchmark

- (b) provide to the Warrant Holder a Warrant Certificate or Warrant Certificates in respect of the Warrants in the name of the applicable Warrant Holder.

7.2

Issue of Warrants

- (a) The issue of Warrants under clause 7.1 will be subject to the Parent obtaining all applicable TSX Approvals and NYSE MKT Approvals and all other approvals required under applicable laws.
- (b) The Parent must use its best endeavours to ensure the Warrants are promptly issued in accordance with clauses 7.1 and 7.2(a).
- (c) All Warrants issued under clause 7.1 will be issued at no additional cost to the Warrant Holder or any Finance Party.
- (d) All Warrants will be transferable by the Warrant Holder (and by its successive transferees) in accordance with the terms of the Warrant Certificate.

7.3

Exercise of Warrants

- (a) The Warrant Holder may exercise any Warrants, subject to any applicable laws or requirements of the TSX and the NYSE MKT, at any time before the applicable Expiry Date.

- (b) The proceeds payable by the Warrant Holder to exercise a Warrant will be applied as a mandatory prepayment of the Principal Outstanding under clause 3.6(c).

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7 Warrants

7.4 Ranking of Shares and Warrants

(a) Each Share received by the Warrant Holder on the exercise of a Warrant issued to the Warrant Holder under this clause 7, ranks in all respects pari passu with the other then existing issued Shares, but will not in the case of the exercise of a Warrant carry any rights to any dividends or other distributions declared or paid or made on the Shares before the date that Warrant is exercised.

(b) Each Warrant issued to the Warrant Holder under this clause 7 ranks in all respects pari passu with the other then existing issued warrants to purchase Shares.

7.5 Registration under Securities Laws

(a) If the Parent:

(1) is no longer a 'foreign issuer' as defined in Rule 902 under the Securities Act; and

(2) prepares and files with the U.S. Securities and Exchange Commission a Registration Statement on Form S-3 or other equivalent form (**Registration Statement**),

it must also provide in the Registration Statement for the resale by the Financier or its nominee (as applicable) of the Warrant Shares.

(b) The Parent must notify the Agent in writing of the fact that it will no longer be a 'foreign issuer' as defined in Rule 902 under the Securities Act as soon as practicable after becoming so aware.

(c) The Parent must use its reasonable best efforts to cause the registration to be declared effective as soon as practicable following filing. Following the Registration Statement being declared effective, the Parent must maintain the effectiveness and availability of the Registration Statement until the earlier of:

(1) the last occurring Expiry Date;

(2)

the date on which the Financier or the Financier's nominee (as applicable) no longer holds any of the Warrant Shares registered in the Registration Statement; or

- (3) the date on which the Warrant Shares are capable of being sold without limitation, other than any applicable volume restrictions, under Rule 144 under the Securities Act.
- (d) The Financier must provide any information which is required under the Securities Act relating to the Financier for inclusion in the Registration Statement.
- (e) If, during the time that the Registration Statement is effective, the Parent notifies the Financier that the Registration Statement contains a material misstatement or omission:
 - (1) the Financier must cease any resale of the Warrant Shares pursuant to the relevant Registration Statement until it is notified that resales may be resumed; and
 - (2) the Parent must use its best efforts to supplement the relevant Registration Statement as soon as practicable to make the disclosures in that Registration Statement correct and complete.

8 Representations and warranties

7.6

Approvals for issue of Shares

- (a) The Parent must maintain all approvals required to permit the exercise of the Warrants and the issue of the Warrant Shares.

Without limiting the Parent's obligations under clause 7.6(a), if any approvals are required for the Parent to lawfully (b) and validly permit the exercise of the Warrants in accordance with their terms or the issuance of the Warrant Shares, the Parent must use its best efforts to obtain those approvals, as soon as reasonably practicable.

- (c) To the extent that any approvals are required for exercise of the Warrants, the Parent must issue to the Financier or its nominee (as applicable):

on the date provided for in this agreement or the Warrant Certificate (as applicable), the maximum number of Warrant Shares which can be issued without those approvals and promptly seek to obtain those approvals for the (1) issuance of the balance of the relevant Warrant Shares (and if any shareholder approvals are required, it will recommend to its shareholders that they approve the issue of the relevant Warrant Shares, and will seek to obtain all approvals no later than 30 days after the relevant date); and

- (2) the balance of the relevant Warrant Shares within 2 Business Days of obtaining the approvals required for the issue of those Warrant Shares.

8

Representations and warranties

8.1

General representations and warranties

Each Transaction Party represents and warrants to and for the benefit of each Finance Party that:

registration: it is a corporation or limited liability company (as the case may be) registered in accordance with the (a) laws of its place of incorporation or organisation (as the case may be) and is validly existing and in good standing under those laws;

(b) **corporate power:** it has the corporate or limited liability company power to own its assets and to carry on its business as it is now being conducted;

(c) **authority:** it has power and authority to enter into and perform its obligations under the Documents to which it is expressed to be a party;

(d) **authorizations:** it has taken all necessary action to authorize the execution, delivery and performance of the Documents to which it is expressed to be a party;

(e) **binding obligations:** the Documents to which it is expressed to be a party constitute its legal, valid and binding obligations and, subject to any necessary stamping and registration, and assuming valid execution by the Finance Parties thereto, are enforceable in accordance with their terms subject to laws generally affecting creditors' rights and to principles of equity;

(f) **valid Encumbrances:**

(1) upon execution and delivery of a Security Document, that Security Document will be effective to create in favour of the Finance Parties, legal, valid and enforceable Encumbrances on, and security interests in, all right, title and interests of the relevant Transaction Party (as the case may be) in and to the property the subject of that Security Document and the proceeds of that property; and

8 Representations and warranties

in respect of a Security Document where the security interest may be perfected only by possession or control of the property the subject of that Security Document (which possession or control must be given to the Agent by the relevant Transaction Party (as the case may be) to the extent that it is required), after all appropriate filings or recordings are made in the appropriate offices as may be required under applicable law, and, after the Agent takes (2) possession or control of the property that is at any time encumbered pursuant to that Security Document, that Security Document will constitute a fully perfected Encumbrance on, and security interest (with the priority interest it is intended to have under the Transaction Documents) in, all right, title and interest of that Transaction Party in the property the subject of that Security Document and the proceeds of that property, in each case subject to no Encumbrances other than Permitted Encumbrances;

(g) **transaction permitted:** the execution, delivery and performance by it of the Documents to which it is expressed to be a party will not breach, or result in a contravention of:

(1) any law, regulation or Authorization;

(2) its articles of association, articles of incorporation, articles of organization, by-laws, constitution, operating agreement, or other constituent or organizational documents; or

(3) any Encumbrance or agreement which is binding on it,

and will not result in:

(4) the creation or imposition of any Encumbrance on any of its assets other than as permitted under a Transaction Document; or

(5) the acceleration of the date for payment of any obligation under any agreement which is binding on it;

(h) **no default or breach:** no Transaction Party is:

(1) in breach of a Transaction Document;

(2) in breach in a material respect of any law or Authorization;

- (3) in breach in a material respect under any Project Document or other agreement or document binding on it (other than a Transaction Document); and
- (4) in default in the payment of a material sum, or not in compliance with a material obligation in respect of Financial Indebtedness;

(i) **Event of Default:** no Event of Default has occurred which is continuing;

no litigation: other than the BCA Litigation and the WOC Proceeding, no litigation, arbitration, dispute or (j) administrative proceeding has been commenced, is pending or to its knowledge is threatened, which if adversely determined would have a Material Adverse Effect;

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8 Representations and warranties

financial information: the most recent Financial Reports or financial statements of the Borrower Group that it has (k) provided to the Agent under clauses 2.1(i) and 9.6(a) give a true and fair view of the financial condition and state of affairs of the Borrower Group as at the date they were prepared;

no change in affairs: there has been no change in the state of affairs of the Borrower Group since the end of the (l) accounting period for its most recent Financial Reports or accounts referred to in clause 8.1(k) which has had, or is likely to have, a Material Adverse Effect;

no knowledge of material adverse information: it has no knowledge of any material adverse information in (m) relation to the current and prospective operations of it or any other Transaction Party other than that which it has disclosed in writing to the Financier;

representations true: each of its representations and warranties contained in the Documents is correct and not (n) misleading when made or repeated;

(o)

disclosure:

no representation or warranty of or by it under a Transaction Document, any schedule, annexure or exhibit attached to a Transaction Document, contained in any certificate, list or other writing provided to a Finance Party pursuant (1) to the provisions of a Transaction Document, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements in this agreement or in that Transaction Document, in the light of the circumstances under which they were made, not misleading;

(2) all information provided to any Finance Party by or on behalf of it in respect of the Documents, the transactions contemplated by them, each Transaction Party and the assets, business and affairs of each Transaction Party, is correct as at the time it is given in all material respects and is not, whether by omission of information or otherwise, misleading in any material respect;

it has not withheld any facts relating to it, the Documents, the transactions contemplated by them, each Transaction (3) Party, the assets, business and affairs of each Transaction Party and any thing in connection with them which are material to the decision of the Finance Parties to enter into the Transaction Documents, the transactions contemplated by them, each Transaction Party and the assets and business affairs of each Transaction Party;

(4) all filings made by it with any securities commissions or regulatory authorities or the Toronto Stock Exchange or the NYSE MKT are, at their respective dates, true and correct in all material respects, contain or contained no material misrepresentation and constitute full, true and plain disclosure of all material facts relating to it, and it

does not have any confidential filings with any securities commissions or regulatory authorities or the Toronto Stock Exchange;

(5) the Parent is a reporting issuer in British Columbia, Alberta, Saskatchewan, Manitoba and Ontario (the **Provinces**) and in good standing in the Provinces under applicable Canadian Securities Laws, is not included in a list of defaulting reporting issuers maintained by the securities commissions (or similar regulatory authorities) in any of the Provinces and is not in default of any requirement of the applicable Securities Laws in Canada or the United States of America relating to continuous disclosure and is in compliance with the by-laws, rules and regulations of the TSX and the NYSE MKT;

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8 Representations and warranties

(p) **legal and beneficial owner:** each Transaction Party is the legal and beneficial owner of:

(1) its property; and

(2) all of its assets included in the latest consolidated Financial Report provided by the Borrower,

free and clear of all third party rights, other than those disclosed in those Financial Reports or Permitted Encumbrances, or Permitted Interests, and subject, with respect to the unpatented mining claims and millsites included in the Projects, to the paramount title of the United States of America and the statutory rights of third parties to use the surface or subsurface of the lands within those mining claims and millsites;

(q) **business assets:** Each Transaction Party owns, leases or has the lawful right to use all of the assets necessary in a material respect for the conduct of its respective businesses as currently being conducted;

(r) **Secured Property:**

(1) there is no Encumbrance over any of its Secured Property, other than a Permitted Encumbrance; and

(2) no person holds an interest in its Secured Property other than under a Permitted Encumbrance or a Permitted Interest;

(s) **no assets in Canada:** no Transaction Party other than the Parent has any assets located in any Canadian province or territory, and in Canada the Parent only has assets (i) in the Province of Ontario and (ii) in the case of the Northwest Territories and Nunuvat only, mining claims over certain property located in those territories;

(t) **no accounts in Canada:** no Transaction Party has any securities accounts or futures accounts in Canada or with a securities intermediary located in Canada, other than as disclosed to the Financier in writing. No Transaction Party has granted control to any Person over, and no other Person has perfection by control over, such securities accounts or futures accounts or any collateral contained therein;

(u) **no immunity:** no Transaction Party enjoys, nor do any Transaction Party's assets enjoy, immunity from suit or execution;

(v) **not a trustee:** no Transaction Party enters into any Document as trustee of any trust or settlement;

(w) **solvency:** each Transaction Party is solvent and is able to pay its debts as and when they become due;

commercial benefit: the entering into and performance by each Transaction Party of its obligations under the (x) Documents to which it is expressed to be a party is for the commercial benefit of that Transaction Party and is in its commercial interests;

(y) **priority of Securities:** on and from the date on which it is entered into as required by the terms of this Agreement, each Security granted in a Security Document has the priority it is intended to have;

filing and registration: it has filed all corporate notices and effected all registrations with any relevant (z) Government Agency in the United States of America or Canada, as the case may be, as required by all applicable laws and all those filings and registrations are current, complete and accurate in every material respect;

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8 Representations and warranties

(aa)

Taxes and fees:

each Transaction Party has complied in all material respects with all tax laws in all applicable jurisdictions and it (1) has paid all Taxes due and payable by it (other than Contested Taxes), and no claims are being asserted against it in respect of any Taxes (other than Contested Taxes); and

each Transaction Party has paid all registration or other fees, costs and expenses in connection with the execution, (2) performance and enforcement of the Documents, any transaction contemplated by a Document and any Authorizations;

(bb)

group structure:

(1) the Parent is legal and beneficial owner of 100% of the issued share capital of the Borrower;

(2) the Borrower is the legal and beneficial owner of all of the membership interests in Lost Creek;

(3) on and from the Pathfinder Acquisition Date, the Borrower is the legal and beneficial owner of 100% of the issued share capital of Pathfinder;

(4) the Borrower's and Parent's only Subsidiaries are listed in the Group Structure Diagram; and

(5) the Group Structure Diagram is true and correct in all respects and does not omit any material information or details; and

(cc)

Defined Benefit Plan: no Transaction Party has a Defined Benefit Plan.

8.2

Projects representations and warranties

The Borrower represents and warrants to and for the benefit of each Finance Party that:

(a)

Mineral Rights: except as disclosed to the Agent:

(1) as at the date of this agreement:

the Key Mineral Rights with respect to the Lost Creek Project are legal, valid and continuing and confer on Lost
(A)Creek the material rights required to enable it to develop and operate the Lost Creek Project in accordance with the
Corporate and Project Budget;

(B) Lost Creek has in all material respects complied with its obligations in connection with its Mineral Rights to the
extent required to date;

except for Permitted Encumbrances and Permitted Interests, Lost Creek has record title to the Mineral Rights (but
(C) nothing in this Agreement shall be deemed a representation that any unpatented mining claim contains a discovery
of a valuable mineral, or that Lost Creek has established or is maintaining *pedis possessio* rights with respect to
any such mining claim);

(2) as at the Pathfinder Acquisition Date:

the Key Mineral Rights with respect to the Pathfinder Uranium Projects are legal, valid and continuing and
(A)Pathfinder has the material rights required to enable it to develop and operate the Pathfinder Uranium Projects in
accordance with the Corporate and Project Budget;

8 Representations and warranties

(B) Pathfinder has in all material respects complied with its obligations in connection with its Mineral Rights to the extent required to date; and

with effect from the Pathfinder Acquisition Date, to the best of the Borrower's knowledge, information and belief having made all due enquires, Pathfinder will be the legal and beneficial holder of the Mineral Rights described in Attachment 2, free and clear of all third party rights, other than Permitted Encumbrances and Permitted Interests and subject, with respect to the unpatented mining claims and millsites included in the Pathfinder Uranium (C) Projects, to the paramount title of the United States of America and the statutory rights of third parties to use the surface or subsurface of the lands within those mining claims and millsites (but nothing in this Agreement shall be deemed a representation that any unpatented mining claim contains a discovery of a valuable mineral, or that Pathfinder has established or is maintaining *pedis possessio* rights with respect to any such mining claim);

(b) **Authorizations:**

(1) the material Authorisations necessary for the current operations of the Projects are in place;

(2) all fees due and payable in connection with those Authorisations have been paid; and

(3) each Transaction Party is in compliance in all material respects with all material Authorizations in respect of itself and the Projects;

(c) **Project Documents:**

no event has occurred or condition exists which would permit the cancellation, termination, forfeiture or (1) suspension of a Project Document to which a Transaction Party is a party, nor is any party to that Project Document in default under any term of a Project Document in any material respect;

it has given to the Agent copies of all of the Project Documents, and all copies of those Project Documents and any (2) other documents or agreements (including Authorizations) given by it or on its behalf to the Agent constitute true and complete copies and those documents and agreements are in full force and effect; and

the Project Documents to which a Transaction Party is a party contain the entire agreement of the parties to them as (3) to the Projects and supersede all previous agreements and understandings in relation to those aspects of the Projects and there are no other material contracts, agreements or arrangements entered into by a Transaction Party in connection with the Projects;

- (d) **Project Assets:** except as disclosed to the Agent and subject, with respect to the unpatented mining claims and millsites forming part of the Projects, to the paramount title of the United States of America and the statutory rights of third parties to use the surface and subsurface of the lands within those mining claims and millsites:

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8 Representations and warranties

- (1) Lost Creek has all legal and equitable title to the Project Assets of the Lost Creek Project; and
- (2) from the Pathfinder Acquisition Date, Pathfinder has all legal and equitable title to the Project Assets of the Pathfinder Uranium Projects;

Project Areas: the Project Areas comprise all of the land, leases and other rights which are required and necessary (e) for the effective, proper and lawful development and operation of the Projects in accordance with the Corporate and Project Budget;

Environmental Bonding: the Environmental Bonding is the only environmental bonding required to be lodged in (f) accordance with the requirements of any Environmental Law relating to the Projects or the Project Areas as currently conducted;

(g) **Environmental Liabilities:**

(1) there are no material Environmental Liabilities affecting the Lost Creek Project and there are no matters affecting the Lost Creek Project which are likely to give rise to any material Environmental Liabilities other than Environmental Liabilities which exist in accordance with, and do not breach, an Environmental Law or Authorization; and

(2) to the best of the Borrower's knowledge, there are no material Environmental Liabilities affecting the Pathfinder Uranium Projects and there are no matters affecting the Pathfinder Uranium Projects which are likely to give rise to any material Environmental Liabilities other than:

(A) Environmental Liabilities which exist in accordance with, and do not breach, an Environmental Law or Authorization; and

(B) as identified in the Pathfinder SPA;

(h) **royalties:** the only royalties, overriding royalties or production payments in respect of a Mineral Right are the royalties payable under the terms of a Permitted Royalty;

(i) **other business:** no Transaction Party is involved in, has conducted or conducts any business other than exploration and mining project development and activities incidental to exploration and mining project development, except as

set forth in Section 9.19(b); and

insurances: in respect of the Projects and the Project Assets, each Transaction Party has complied with clause 9.24 (j) and all insurance policies entered into in complying with that clause 9.24 are valid, binding and subsisting and all premiums due under those insurance policies have been paid in full.

8.3 Survival and repetition of representations and warranties

The representations and warranties given under this agreement:

(a) survive the execution of each Transaction Document; and

(b) are repeated on the date of each Funding Date and each Quarterly Date with respect to the facts and circumstances then subsisting until:

(1) the Commitment is cancelled;

(2) the Secured Moneys are unconditionally repaid in full; and

(3) each Security is discharged,

9 Undertakings

or the Agent otherwise agrees in writing.

8.4 Reliance by Finance Parties

The Borrower acknowledges that each Finance Party has entered into each Transaction Document to which it is a party in reliance on the representations and warranties given under this agreement.

9 Undertakings

9.1 Conduct of Projects

Each Transaction Party must ensure that there is no change to the scope of the Projects from that assumed in or contemplated in the Corporate and Project Budget, without the written consent of the Agent, and must ensure that:

(a) the Projects are diligently developed and maintained in accordance with the Corporate and Project Budget, Good Industry Practice and the applicable Authorizations; and

(b) the Project Assets are maintained in good condition, reasonable wear and tear excepted.

9.2 Projects Covenants

(a) **Project Assets:** Each Transaction Party must ensure that:

Lost Creek owns all Project Assets with respect to the Lost Creek Project (subject, with respect to unpatented (1) mining claims and millsites, to the paramount title of the United States of America and the statutory rights of third parties to use the surface and subsurface of the lands on which the claims and millsites are located);

(2) no person has any right, title or interest in the Project Assets with respect to the Lost Creek Project, other than Lost Creek, and except for Permitted Interests, Permitted Encumbrances and Permitted Royalties (subject, with respect to unpatented mining claims and millsites, to the paramount title of the United States of America and the statutory

rights of third parties to use the surface and subsurface of the lands on which the claims and millsites are located);

- (3) on and from the Pathfinder Acquisition Date, Pathfinder owns all Project Assets with respect to the Pathfinder Uranium Projects;

- on and from the Pathfinder Acquisition Date, no person has any right, title or interest in the Project Assets with respect to the Pathfinder Uranium Projects, other than Pathfinder, and except for Permitted Interests, Permitted (4) Encumbrances and Permitted Royalties (subject, with respect to unpatented mining claims and millsites, to the paramount title of the United States of America and the statutory rights of third parties to use the surface and subsurface of the lands on which the claims and millsites are located); and

- neither Lost Creek nor Pathfinder Disposes of, decreases or diminishes its aggregate ownership interest in each (5) Project without the prior written consent of the Agent. For the avoidance of doubt, a sale of an individual Project Asset which is a Permitted Disposal is not to be taken to be a decrease or diminishment of the aggregate ownership interest in the relevant Project.

9 Undertakings

Force Majeure Event: Each Transaction Party must take all action as is reasonably available to it to cause any Force Majeure Event affecting a Project to be remedied as soon as possible after that Force Majeure Event occurs, (b) but the party affected is not obliged to incur expenditure to overcome the events or circumstances which caused the Force Majeure Event which would make uneconomic (in the reasonable opinion of the Agent) the continued development of the Project.

Access: Each Transaction Party must, at the request of the Agent, ensure that the Finance Parties and representatives of the Finance Parties, on giving reasonable notice, are allowed access at all reasonable times and (c) with reasonable frequency to the Project Areas and the Project Assets to inspect any of the Project Assets and to inspect any books, records, data and information which are in the custody or possession of a Transaction Party. The Borrower must pay the reasonable costs of expenses of the Agent for:

- (1) one site visit to each Project each year by the Agent and its representatives and consultants; and
- (2) any other site visit to the Projects conducted when a Default has occurred and is continuing.

When exercising its rights under this clause, the Agent and any representatives or consultants of the Agent must comply with all safety requirements and site rules relating to the Projects.

9.3

Environmental issues

Each Transaction Party must:

- (a) comply in all material respects with all Environmental Laws;
- (b) obtain, at the appropriate time having regard to the status of the Projects, and comply in all material respects with all Environmental Approvals required in connection with the development and operation of the Projects; and
- (c) promptly notify the Agent of all material claims, complaints or notices concerning its compliance with Environmental Laws and Environmental Approvals.

9.4

Mineral Rights

(a) Each Transaction Party must ensure that, from the date of this agreement, Lost Creek:

- (1) has, and continues to have, record title to its Key Mineral Rights with respect to the Lost Creek Project;
- (2) is entitled to acquire or have issued to it the Mineral Rights not presently held by it necessary for the development and operation of the Lost Creek Project in accordance with the Corporate and Project Budget;
- (3) takes, or causes to be taken, all actions necessary to ensure that all conditions and requirements relating to the Key Mineral Rights and all other Mineral Rights with respect to the Lost Creek Project are observed and performed and that the Key Mineral Rights and those other Mineral Rights with respect to the Lost Creek Project remain valid and are in full force and effect; and

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(4) keeps its Key Mineral Rights and other Mineral Rights with respect to the Lost Creek Project free of Encumbrances other than Permitted Encumbrances.

(b) Each Transaction Party must ensure that, on and from the Pathfinder Acquisition Date, Pathfinder:

(1) has, and continues to have, record title to the Key Mineral Rights with respect to the Pathfinder Uranium Projects;

(2) is entitled to acquire or have issued to it the Mineral Rights not presently held by it necessary for the development and operation of the Pathfinder Uranium Projects in accordance with the Corporate and Project Budget;

(3) takes, or causes to be taken, all actions necessary to ensure that all conditions and requirements relating to the Key Mineral Rights and all other Mineral Rights with respect to the Pathfinder Uranium Projects are observed and performed and that the Key Mineral Rights and those other Mineral Rights with respect to the Pathfinder Uranium Projects remain valid and are in full force and effect; and

(4) keeps its Key Mineral Rights and other Mineral Rights with respect to the Pathfinder Uranium Projects free of Encumbrances other than Permitted Encumbrances.

9.5

Corporate and Project Budget

A Transaction Party must not amend or change the Corporate and Project Budget without the Agent's prior written consent.

9.6

Provision of information and reports

Each Transaction Party must ensure the Agent is provided with the following, which must, in the case of the information referred to in clauses 9.6(b), 9.6(f), 9.6(g) and 9.6(h), be in the form and contain information reasonably satisfactory to the Agent:

(a)

Financial Reports:

- (1) as soon as available and no later than 90 days after the end of each financial year, copies of the consolidated audited annual Financial Report of the Borrower Group for that financial year; and
- (2) as soon as available and no later than 45 days after each Quarterly Date, copies of the consolidated unaudited quarterly Financial Report of the Borrower Group for the Quarter ending on that Quarterly Date;

monthly reports: as soon as practicable and no later than 21 days after the end of each month, a report detailing as (b) appropriate having regard to the status of development of the Projects (provided that with respect to the Pathfinder Uranium Projects this obligation will not apply until after the Pathfinder Acquisition Date):

- (1) the development, commissioning and operations of the Projects;
- (2) actual and forecast expenditure (including capital costs) relating to the Projects, and reconciliations and performance of the Projects against the current Corporate and Project Budget;

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(3) in each case, an analysis of the reasons for any variation of actual expenditures compared with the Corporate and Project Budget; and

(4) other information in relation to the development of the Projects as the Agent may reasonably require;

ore reserve and resource report: a copy of any internally or otherwise prepared reserve and resource statement detailing proven reserves, probable reserves, measured mineral resources, indicated mineral resources and inferred mineral resources in respect of each Project, no later than the date which is 45 days after those statements are completed (with those internally prepared reports to be completed no less than once each calendar year), and a copy of any externally prepared reserve and resource statements which may be obtained by the Borrower from time to time, promptly after they are received;

title opinions and reports: a copy of any internally or otherwise prepared title opinions or reports in respect of the Mineral Rights relating to each Project, no later than the date which is 45 days after those title opinions or reports are completed, and a copy of any externally prepared title opinions or reports which may be obtained by the Borrower from time to time, promptly after they are received;

Quarterly compliance certificate: no later than 10 Business Days after each Quarterly Date, a certificate signed by an Authorized Officer of the Borrower stating:

(1) any non-compliance of a Transaction Party with a covenant in the Transaction Documents and any Default that has occurred and is continuing and

(2) the full details of that non-compliance or Default and the remedial action being taken or proposed to cure that non-compliance or Default;

Corporate and Project Budget: any proposed amendment, variation or change to the Corporate and Project Budget, for the approval of the Agent;

(g) **Funding Account reports:** no later than 21 days after the end of each Quarter, a statement summarising all deposits to and withdrawals from the Funding Account;

environmental reports: no later than 30 days after becoming aware of any material Environmental Liability or material breach or potential material breach of any Environmental Law, a report detailing those Environmental Liabilities and breaches or potential breaches of Environmental Laws;

- (i) **documents issued:** promptly, notification of any filing by a Transaction Party under Securities Laws and copies of other non-filed documents sent to a Transaction Party's shareholders;
- (j) **Group Structure Diagram:** an updated Group Structure Diagram on each occasion that the then current Group Structure Diagram becomes incorrect or misleading; and
- (k) **other information:** any other information which the Agent reasonably requests in relation to a Transaction Party or the Projects.

9.7

Proper accounts

Each Transaction Party must:

- (a) keep accounting records which fairly present its financial condition and state of affairs; and

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- (b) prepare the accounts it provides under clause 9.6 in accordance with the Accounting Standards.

9.8

Notices to the Agent

Each Transaction Party must notify the Agent promptly after it becomes aware of:

- (a) any Default occurring;
- (b) any material breach of, or material default under, any Document to which a Transaction Party is a party;

any material breach of any applicable license or law that could reasonably be expected to affect the validity or good standing of the Projects or the Project Assets, legal and beneficial title of Pathfinder or Lost Creek to its Project Assets, or the value of the Secured Property;
- (d) any event or circumstance which entitles a person to cancel, terminate or suspend any Mineral Rights, Environmental Approvals, Authorizations or a Project Document to which a Transaction Party is a party;

in respect of a Project, any revised estimate of proven and probable reserves or measured, indicated and inferred resources, each as construed, reported and calculated in accordance with the Canadian Institute of Mining (CIM) Definitions Standards on Mineral Resources and Mineral Reserves adopted by the CIM Council on 27 November 2010 and included by reference in Canadian National Instrument 43-101 (as amended from time to time);
- (f) any representation, warranty, action or statement made, or taken to be made, by it in connection with any Transaction Document or with regard to a Project is or becomes false, misleading or incorrect;
- (g) any material breach of an Authorization;
- (h) any material breach of, or claim being made against a Transaction Party under any Environmental Laws or Environmental Approvals;
- (i) any material notices given or received by a Transaction Party under any Project Document to which a Transaction Party is a party;

(j) any litigation, arbitration, administration or other proceeding in respect of a Transaction Party, any of its assets or any Project Assets being commenced or threatened which:

(1) is in excess of \$500,000 (or the equivalent amount in another currency); or

(2) if adversely determined would have or could reasonably be expected to have a Material Adverse Effect;

(k) any Encumbrance that exists over any of its assets other than a Permitted Encumbrance;

(l) any material dispute between a Transaction Party and a Government Agency or any proposal of any Government Agency to compulsorily acquire any of its assets or the Project Assets;

(m) the acquisition by a Transaction Party of a Subsidiary;

(n) the acquisition by a Transaction Party of any interest in real property; and

(o) any material land claims or other claims with respect to the Projects, Project Areas or the Project Assets and any material dispute with landowners located in or around the Project Areas.

9 Undertakings

9.9 Corporate existence

Each Transaction Party must:

- (a) do everything necessary to maintain its corporate or company existence in good standing;
- (b) not transfer its jurisdiction of incorporation or organization without the prior written consent of the Agent; and
- (c) not enter into or implement any merger, demerger, scheme of arrangement, amalgamation, consolidation, restructuring or reconstruction without the Agent's prior written consent.

9.10 Compliance

Each Transaction Party must comply with all its obligations under each Project Document to which it is a party.

9.11 Maintenance of capital

A Transaction Party must not, without the Agent's prior written consent:

- (a) reduce or pass a resolution to reduce its capital;
- (b) buy-back or pass a resolution to buy-back, any of its shares or member ownership interests (as applicable); or
- (c) attempt or take any steps to do anything which it is not permitted to do under clauses 9.11(a) or 9.11(b).

9.12 Compliance with laws and Authorizations

- (a)

Each Transaction Party must comply in all material respects with all laws and legal requirements, including each judgement, award, decision, finding or any other determination of a Government Agency, which applies to it or any of its assets.

(b) Each Transaction Party must make all material filings, notifications, recordings and registrations with Government Agencies as required by Securities Laws, Mining Laws, Tax laws or any other applicable laws.

(c) Each Transaction Party must obtain, maintain and comply in all material respects with, all Authorizations required:

(1) for the enforceability against it of each Document to which it is a party, or to enable it to perform its obligations under each Document to which it is a party;

(2) in relation to it or any of its assets; and

(3) for the development and operation of the Projects.

(d) Each Transaction Party must ensure that no Authorization referred to in clause 9.12(b) is cancelled reduced or suspended.

(e) Each Transaction Party must not do anything which would prevent the renewal of any Authorization referred to in clause 9.12(b) or cause it to be renewed on less favourable terms.

9 Undertakings

9.13 Establishment of Defined Benefit Plan

Notwithstanding any other provision of this Agreement or any other Transaction Document, no Transaction Party shall, without the prior written consent of the Agent:

- (a) establish or contribute to any Defined Benefit Plan; or
- (b) acquire an interest in any Person if such Person sponsors, administers, maintains or contributes to, or has any liability in respect of any Defined Benefit Plan.

9.14 Payment of debts, outgoings and Taxes

- (a) Each Transaction Party must pay or cause to be paid:

its debts and financial obligations including all rates, rents and other outgoings when due and payable, except (1) where it is contesting its liability to pay that debt or financial obligation, and has reasonable grounds to do so, in good faith in appropriate proceedings reasonably satisfactory to the Agent;

- (2) all Taxes when due, other than Contested Taxes; and

all Contested Taxes when the terms of any final determination or settlement require those Contested Taxes to be (3) paid, unless failure to pay any Contested Taxes may have a Material Adverse Effect, in which case those the Contested Taxes must be paid on demand.

- (b) Each Transaction Party must set aside sufficient reserves to cover any Contested Taxes.

9.15 Project Documents

- (a) Each Transaction Party must not without the prior written consent of the Agent:
 - (1) materially amend or vary, or agree to a material amendment or variation of;

- (2) terminate, rescind or discharge (except by performance);
 - (3) grant any material waiver, time or indulgence in respect of any obligation under;
 - (4) do or omit to do anything which may materially adversely affect the provisions or operation of; or
 - (5) do or omit to do anything which would give any other person legal or equitable grounds to do anything in clause 9.15(a)(1) to (4) in respect of,
- any Project Document to which it is a party.

(b) If a Transaction Party proposes to enter into a Material Agreement, the Agent may request the Transaction Party and each other party to the Material Agreement to enter, into a side agreement or tripartite agreement between the Finance Parties, the relevant Transaction Party and each other party to that Material Agreement in form and substance reasonably satisfactory to the Agent.

(c) If the Agent makes a request under clause 9.15(b) that a side agreement or tripartite agreement be entered into in respect of a Material Agreement, the Transaction Party may not enter into that Material Agreement unless a side agreement or tripartite agreement has been entered into between the Finance Parties, the relevant Transaction Party and each other party to that Material Agreement in form and substance reasonably satisfactory to the Agent.

9 Undertakings

The parties agree that no term contained in a side agreement or tripartite agreement affects the rights and (d) obligations of the parties under any other Transaction Document except to the extent specifically set forth in that side agreement or tripartite agreement.

(e) Each Transaction Party must do all things necessary to enforce all of its rights, powers and remedies under each Project Document to which it is a party where it is commercially prudent to do so.

(f) Each Transaction Party must not enter into any agreement relating to the development and operation of a Project or any other agreement or contract which relates to a Project, except to the extent the same are contemplated by the Corporate Program and Budget, where the aggregate amount of payments to be made under that agreement or contract is anticipated to exceed \$1,000,000, without the prior written consent of the Agent.

9.16

Amendments to constitution

A Transaction Party must not materially amend its articles of incorporation, articles of organization, by-laws, constitution, operating agreement, or other organizational or formation documents without the Agent's prior written consent, which consent must not be unreasonably withheld or delayed.

9.17

State Facility to be first ranking

(a)

The Borrower will:

(1) keep the Agent informed of progress as to the completion of a State Facility and execution of each of the State Documents; and

(2) deliver certified copies of each of the State Documents as executed by all parties to them.

(b) The Agent and the Financier agree to enter into the State Intercreditor Agreement under which all securities granted by Lost Creek to Sweetwater County, Wyoming are conferred first ranking priority for amounts owing under the State Documents and each Security granted by Lost Creek in favour of the Finance Parties is to rank second in order of priority.

(c) The facility provided under the State Financing Agreement must be on the following terms:

(1) the principal amount made available under the facility is no greater than \$34,000,000;

(2) the facility must be secured by securities only over the property of, and membership interest in, Lost Creek; and

the facility may be supported by a guarantee granted by the Borrower and the Parent, but that guarantee must not
(3) be secured in favour of Sweetwater County, Wyoming by any Encumbrance granted by any Transaction Party other than Lost Creek.

9.18

Negative pledge and disposal of assets

(a) Subject to clause 9.17, a Transaction Party must not create or allow to exist or agree to any interest or Encumbrance over any of its assets other than a Permitted Encumbrance or a Permitted Interest.

9 Undertakings

(b) A Transaction Party must not without the prior written consent of the Agent, Dispose of any of its assets other than a Disposal which is a Permitted Disposal.

(c) A Transaction Party must not allow any other person to have a right or power to receive or claim any rents, profits, receivables, money or moneys worth (whether capital or income) in respect of its assets other than under a Permitted Encumbrance or Permitted Royalty.

(d) A Transaction Party must not enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, except for:

(1) a netting or set-off arrangement (whether arising by statute, common law or contract) in the ordinary course of its ordinary banking arrangements for the purpose of netting debit and credit balances; or

(2) Environmental Bonding or related surety arrangements.

(e) A Transaction Party must not enter into any arrangement which, if complied with, could reasonably be expected to prevent any Transaction Party from complying with its obligations under the Transaction Documents.

(f) Without the prior written consent of the Financier, the Parent must not Dispose of any of its ownership interest in the Borrower or any other ownership interest or shares it owns in another Subsidiary of the Borrower.

Without the prior written consent of the Financier, the Borrower must not Dispose of any of its ownership interest (g) in Lost Creek or any other ownership or shares it owns in another Subsidiary of the Borrower (including Pathfinder, after the Pathfinder Acquisition Date).

9.19

No change to business

Each Transaction Party must:

(a) operate its business in accordance with the Corporate and Project Budget; and

(b)

not engage in any business other than, or do anything which would result in substantial changes to, its existing core businesses and operations of exploration and mining project development and activities incidental to exploration and mining project development, except for certain activities of Pathfinder, being reclamation and restoration activities, operating the 11e2 by-product disposal facility at the Shirley Basin Properties, and exploration and mining project development, and except with the prior written consent of the Agent.

9.20

Financial accommodation and Financial Indebtedness

A Transaction Party must not subscribe for capital in an entity, provide any financial accommodation, or give any

(a) Surety Obligation in respect of any financial accommodation, to or for the benefit of any person, other than Permitted Financial Accommodation.

(b) A Transaction Party must not incur any Financial Indebtedness other than Permitted Financial Indebtedness.

9 Undertakings

9.21 Arm's length transactions

A Transaction Party must not:

(a) enter into an agreement with any Person (other than an inter-company loan to another Transaction Party in accordance with paragraph 2 of the definition of Permitted Financial Accommodation);

(b) acquire or Dispose of an asset;

(c) obtain or provide a service;

(d) obtain a right or incur an obligation; or

(e) implement any other material transaction,

unless it does so on terms which are no less favourable to it than arm's length terms.

9.22 Restrictions on Distributions and fees

A Transaction Party must not:

(a) make any Distribution; or

(b) pay any director fees, management fees, consultancy fees or other like payments to any director or Affiliate of a Transaction Party unless those fees or other payments are:

(1) reasonable and no more or less favourable than it is reasonable to expect would be the case if the relevant persons were dealing with each other on arm's length terms; or

(2) paid with the Agent's prior written consent.

9.23 Undertakings regarding Secured Property

Each Transaction Party must:

(a) **maintenance of the Secured Property:**

(1) maintain and protect its Secured Property;

(2) keep its Secured Property in a good state of repair and in good working order, in each case consistent with Good Industry Practice and allowing for ordinary wear and tear;

(3) remedy every material defect in its title to any part of its Secured Property;

(4) take or defend all legal proceedings to protect or recover any of its Secured Property; and

(5) keep its property valid and subsisting and free from liability to forfeiture, cancellation, avoidance or loss, save that it can allow a Mineral Right to lapse where that Mineral Right is not a Key Mineral Right, has no known mineral resource and is not a Project Asset;

(b) **further security:** do anything which the Agent reasonably requests which more satisfactorily charges or secures the priority of its Securities, or secures to the Financier its Secured Property in a manner consistent with any provision of a Transaction Document, or aids in the exercise of any Power of a Finance Party, including, the execution of any document, the delivery of Title Documents or the execution and delivery of blank transfers;

(c) **registration and protection of security:** register, record and file the Security Documents in all registers in all jurisdictions in which they must be registered, recorded or filed to ensure the enforceability, validity and priority of the Securities against all persons and to be effective as a security interest;

9 Undertakings

no partnership or joint venture: not enter into any profit sharing arrangement in relation to its property or any (d) partnership or joint venture with any other person without the Agent's written consent, other than a Permitted Royalty; and

no Encumbrances: cause any Encumbrance which is filed or recorded in respect of its property, other than a (e) Permitted Encumbrance, to be removed as soon as reasonably practicable but in any event within 10 Business Days after the date that it becomes aware of its existence.

9.24

Insurance

(a) **General requirements:** Each Transaction Party must insure and keep insured its property:

(1) for amounts and against risks in accordance with Good Industry Practice;

(2) against damage, destruction and any other risk to their full replacement value;

(3) against workers' compensation and public liability; and

(4) for any other risk to the extent and for the amounts the Agent may reasonably require and notify to the Transaction Party from time to time.

(b) **Payment of premiums:** Each Transaction Party must punctually pay all premiums and other amounts necessary to effect and maintain in force each insurance policy.

(c) **Contents of insurance policy:** Each Transaction Party must ensure that every insurance policy:

(1) is taken out in the name of a Transaction Party, and in the case of the Borrower, notes each Finance Party as an insured and insures each of their insurable interests;

(2) in the case of the Borrower, names the Agent as the loss payee;

(3)

provides that it cannot be terminated or varied by the insurer for any reason including the non-payment of the premium or any other amount in respect of the insurance policy, unless the Agent is given 10 days prior written notice for non-payment of the relevant premium or 30 days prior written notice for any other reason for termination or variation of the relevant insurance policy;

(4) provides that notice of any occurrence given by one insured party will be regarded as notice given by all insured parties and that failure by one insured party to observe and fulfil the conditions of the policy will not prejudice the rights of any other insured party;

(5) in the case of the Borrower, insures the Finance Parties interest up to the limits of the policy regardless of any breach or vitiation by any Transaction Party or any other insured person (which ever is applicable) of any warranties, declarations or conditions contained in that policy; and

(6) includes any other terms and conditions which the Agent may reasonably require, unless the insurer does not agree to those terms and conditions after the Transaction Party has used its commercially reasonable efforts to obtain them.

9 Undertakings

(d) **Reputable insurer:** Each insurance policy required under this clause must be taken out with a reputable and substantial insurer approved by the Agent (whose approval is not to be unreasonably withheld).

(e) **No prejudice:** A Transaction Party must not do or omit to do, or allow or permit to be done or not done, anything which may materially prejudice any insurance policy.

(f) **Deliver documents:** Each Transaction Party must promptly deliver to the Agent:

(1) adequate evidence as to the existence and currency of the insurances required under this clause 9.24; and

(2) any other detail which the Agent may reasonably require and notify to the Transaction Party from time to time.

(g) **No change to policy:** No insurance policy may be varied, rescinded, terminated, cancelled or changed in a material respect without the Agent's written consent.

(h) **Full disclosure:** Before entering into each insurance policy, each Transaction Party must disclose to the insurer all facts which are material to the insurer's risk.

(i) **Assistance in recovery of money:** Each Transaction Party must do all things reasonably required by a Finance Party to enable the Finance Party to recover any money due in respect of an insurance policy.

(j) **Notification by Security Provider:** Each Transaction Party must notify the Agent as soon as reasonably practicable after it becomes aware of:

(1) an event which in relation to the property of a Transaction Party gives rise to a claim of \$500,000 or more under an insurance policy; and

(2) the cancellation or variation for any reason of any insurance policy in relation to the property of a Transaction Party.

(k) **Dealing with insurance policy proceeds:**

If a claim with respect to property is greater than \$500,000, or if a claim with respect to property is less than \$500,000 but the Agent in its reasonable discretion determines that there are not sufficient funds available to the

(1) Transaction Party to ensure that the Transaction Party can pay or repay any part of the Secured Moneys due and payable by it, the Agent after 3 Business Days' notice to the Borrower, may direct the insurer to pay the proceeds of that claim to up to the amount of the Secured Moneys to the Financier.

(2) If an Event of Default has occurred and is continuing, the proceeds in respect of any insurance policy must be used to repay the Secured Moneys outstanding at that time or for any other purpose which the Agent approves.

The proceeds in respect of any claim under an insurance policy in respect of lost, destroyed or damaged property of
(3) a Transaction Party that are not being applied in accordance with clauses 9.24(k)(1) and 9.24(k)(2), must be applied towards the reinstatement of that property.

Clauses 9.24(k)(1), (2) and (3) do not apply to proceeds received from any workers' compensation or public
(4) liability policy to the extent that the proceeds are paid to a person entitled to be compensated under the workers' compensation or public liability policy.

10 Funding Account

(5) Any amount received by the Agent in accordance with clauses 9.24(k)(1) or 9.24(k)(2) may be applied by the Agent as a mandatory prepayment of the Principal Outstanding, and clause 3.5(d) will apply to the prepayment.

Power to take proceedings: if an Event of Default has occurred and is continuing and a Receiver has not been (1) appointed, the Agent alone has full power to make, enforce, settle, compromise, sue on and discharge all claims and recover and receive all moneys payable in respect of:

(1) any claim under any insurance policy; and

(2) any compensation claim in respect of any injury to an employee of a Finance Party, Receiver or Attorney suffered while exercising or attempting to exercise any Power.

9.25

Term of undertakings

Unless the Agent otherwise agrees in writing, until:

(a) the Commitment is cancelled;

(b) the Secured Moneys are unconditionally paid in full; and

(c) each Security is discharged,

each Transaction Party must, at its own cost, comply with its undertakings in this clause 9.

9.26

Release of Security

(a) On or around the first Funding Date, the Financier will, at the Borrower's sole cost and expense, release its secured interests under the Parent Security Agreement and the Parent Pledge Agreement in accordance with their terms.

(b)

Upon complete repayment of all Secured Money in accordance with this agreement and the other Transaction Documents, all Security will, at the Borrower's sole cost and expense, be released subject to and in accordance with the terms of the Security Documents.

10

Funding Account

10.1

Establishment of Funding Account

The Borrower covenants and agrees with the Agent:

to establish and maintain a Dollar denominated interest bearing account located in the United States of America in (a) a place and with a bank or financial institution acceptable to the Agent, that account to be called 'Ur-Energy USA Inc.– Funding Account';

to maintain the Funding Account in the location and with the bank or financial institution at which each of that (b) account was originally established and not change that account to another bank or financial institution without the Agent's prior written consent;

(c) to cause all interest and other earnings on the Funding Account to be credited to that account; and

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11 Events of Default and Review Events

(d) to deal with the amounts standing to the credit of the Funding Account in accordance with this clause 10 and not otherwise.

10.2

Flow of funds from Funding Account

(a) The Borrower must deposit, or cause to be deposited, directly into the Funding Account the proceeds of all Funding Portions.

(b) The Borrower must not make a withdrawal from the Funding Account that materially deviates from the Corporate and Project Budget unless:

(1) the Borrower has provided the Agent with a notice setting out:

(A) the amount of the proposed withdrawal;

(B) the purpose for which the funds will be used; and

(C) the nature and extent to which the use of the funds deviates materially from the approved Corporate and Project Budget; and

(2) the withdrawal is made for payment of amounts payable within the next following 30 day period as set out in the approved Corporate and Project Budget,

and at the time of the proposed withdrawal, no Default or Review Event has occurred and is continuing, or would occur as a result of making the withdrawal.

11

Events of Default and Review Events

11.1

Events of Default

It is an Event of Default, whether or not it is within the control of a Transaction Party, if:

failure to pay: the Borrower fails to pay or repay any part of the Secured Moneys when due and payable by it,
(a) unless its failure to pay is caused by administrative or technical error beyond the control of the Borrower and payment is made within 3 Business Days of the due date;

other failure: the Borrower fails to perform any undertaking or obligation of it under any Transaction Document
(b) (other than as described in clause 11.1(a)) and, where that failure is remediable, the Borrower does not remedy the failure within 10 Business Days (or a longer period as may be agreed between the parties) after the Borrower becomes aware of the failure or receives a notice from the Agent specifying the failure;

(c) **Key Mineral Rights:** a Key Mineral Right is terminated or otherwise ceases to be in full force and effect;

Project Documents: any party to a Project Document fails to perform or observe any of its material undertakings
(d) or obligations under a Project Document and that party does not remedy the failure within the grace period stated in the Project Document or, if no grace period is stated, within 15 Business Days and, where the failure is by a party who is not a Transaction Party, the failure would have a Material Adverse Effect;

Authorizations: a Transaction Party fails to maintain and comply in all material respects with all applicable
(e) Authorizations that relate to the development and operation of a Project and, where that failure is remediable, the Borrower does not remedy the failure within 10 Business Days (or a longer period as may be agreed between the parties) after the Borrower becomes aware of the failure or receives a notice from the Agent specifying the failure;

11 Events of Default and Review Events

abandonment: all or any material part of a Project is abandoned (other than the abandonment of unpatented mining (f)claims from time to time in the ordinary course of business which are not required to develop and operate a Project in accordance with Good Industry Practice);

(g) **ownership interest:**

- (1) the Parent ceases to be the legal and beneficial owner of 100% of the issued share capital of the Borrower;
- (2) the Borrower ceases to be the legal and beneficial owner of all of the membership interests of Lost Creek; or
- (3) if the Pathfinder Acquisition has occurred, the Borrower ceases to be the legal and beneficial owner of 100% of the issued share capital of Pathfinder;

destruction of Secured Property: all or a material part of the property of a Transaction Party constituting a (h)Project Asset or Secured Property is destroyed, lost or damaged beyond repair or proves to be materially defective in circumstances not covered fully by any insurance in favour of a Transaction Party;

expropriation: any property of a Transaction Party is seized, nationalised, compulsorily acquired or expropriated by, or by order of, a Government Agency or under any law or a Government Agency orders the sale, vesting or (i)divesting of any part of the property of a Transaction Party, or a restraint, restriction, prohibition, intervention, law, decree or other order of a Government Agency or any other matter or thing occurs which wholly or partially prevents or hinders:

- (1) the performance by a Transaction Party of any of its material obligations under a Document; or
- (2) the development or operation of a Project or the Project Assets;

misrepresentation: any representation or warranty or statement made, or taken to have been made in accordance with clause 8.3, under or in connection with a Transaction Document is found to have been incorrect or misleading (j)when made or repeated, or taken to have been made or repeated, and, if the circumstances giving rise to the misrepresentation are remediable, a Transaction Party does not remedy the circumstances giving rise to the breach within 10 Business Days after that representation or warranty or statement was made or taken to have been made;

(k)

acceleration of payments: a Transaction Party does anything which constitutes an event, whatever called, which causes or enables the acceleration of a payment to be made under a Document, or the enforcement or termination or rescission of a Document;

(1) **cross default:** any Financial Indebtedness of a Transaction Party in an amount in excess of \$500,000 (other than under a Transaction Document):

(1) becomes due and payable, or becomes capable of being declared due and payable, before the scheduled date for payment; or

(2) is not paid when due (after taking into account any applicable grace period),

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except for any Financial Indebtedness that is being diligently contested in good faith and by appropriate proceedings and for which adequate reserves have been made;

(m) **Encumbrance:** a Security or any other Encumbrance is:

(1) enforced against any asset of a Transaction Party; or

(2) enforceable against any asset of a Transaction Party and does not cease to be enforceable within 15 Business Days;

(n) **judgment:** a judgment in an amount exceeding \$1,000,000 is obtained against a Transaction Party and is not set aside, stayed pending the outcome of an appeal (for so long as it is stayed) or satisfied within 20 Business Days;

(o) **execution:** a distress, attachment, execution or other process of a Government Agency is issued against, levied or entered upon an asset of a Transaction Party in an amount exceeding \$500,000 and is not set aside or satisfied within 20 Business Days;

(p) **winding up:** any of the following occur:

(1) an application is made;

(2) an order is made; or

(3) a resolution is passed or any steps are taken to pass a resolution,

for the winding up of a Transaction Party;

(q) **administration, liquidation, receivership etc:** any of the following occur:

(1) an administrator, liquidator, provisional liquidator, receiver, receiver and manager, official manager, trustee, controller or similar official is appointed, or any steps are taken to that appointment; or

a resolution to appoint an administrator, liquidator, provisional liquidator, receiver, receiver and manager, official (2) manager, trustee, controller or similar official is passed, or any steps are taken to pass a resolution to that appointment,

to a Transaction Party or over the assets of a Transaction Party;

(r) **dissolution:** a Transaction Party is dissolved, or any steps are taken to dissolve a Transaction Party under any applicable law;

(s) **suspends payment:** a Transaction Party suspends payment of its debts generally;

(t) **insolvency:** a Transaction Party:

(1) is unable to pay its debts when they are due;

(2) states that it is insolvent or unable to pay its debts when they are due; or

(3) declares bankruptcy in accordance with, or files for protection under, the Debtor Relief Laws;

(u) **arrangements:** a Transaction Party enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, any of its creditors;

(v) **reorganisation:** a Transaction Party breaches clause 9.9(c);

(w) **ceasing business:** a Transaction Party Member ceases to carry on business;

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(x) **unenforceability:**

- (1) a material provision of a Document is illegal, void, voidable or unenforceable;
- (2) any person becomes entitled to terminate, rescind or avoid any material provision of any Document; or
- (3) the execution, delivery or performance of a Document by a Transaction Party breaches or results in a contravention of any law in any material respect;

(y) **cease of trading of Parent's shares:**

the Parent ceases to have its Shares listed for trading on the Toronto Stock Exchange or its Shares are suspended (1) from trading on the Toronto Stock Exchange for 5 consecutive TSX Business Days (but for the avoidance of doubt, the reference to suspension excludes voluntary trading halts); or

the Parent ceases to have its Shares listed for trading on the NYSE MKT or its Shares are suspended from trading (2) on the NYSE MKT for 5 consecutive NYSE Business Days (but for the avoidance of doubt, the reference to suspension excludes voluntary trading halts); or

(z) **Material Adverse Effect:** any event occurs which has or is likely to have a Material Adverse Effect.

11.2 Effect of Event of Default

(a) If an Event of Default occurs and while it is continuing the Agent may, by notice to the Borrower declare that:

(1) the Secured Moneys are immediately due and payable; or

(2) the Commitment is cancelled,

or make each of the declarations under clauses 11.2(a)(1) and 11.2(a)(2).

- (b) The Borrower must immediately repay the Secured Moneys on receipt of a notice under clause 11.2(a)(1).

(c) Despite the foregoing, and without limiting the provisions of any Transaction Document, if an Event of Default described in clause 11.1(q) occurs in relation to a Transaction Party, the Commitment will be automatically cancelled and all Secured Money will become immediately due and payable in full, without notice of intent to demand, demand, presentment for payment, notice of non-payment, protest, notice of protest, grace, notice of dishonour, notice of intent to accelerate, notice of acceleration, and all other notices, all of which are by this clause expressly waived by the Borrower.

11.3

Transaction Parties to continue to perform

- (a) If the Agent makes a declaration under clause 11.2 or a gives a notice under clause 11.5(d):

(1) the declaration or notice does not affect the obligations of the Borrower under the Transaction Documents; and

(2) the Borrower must continue to perform its obligations under the Transaction Documents as if the declaration had not been made or the notice had not been given, subject to any directions given by a Finance Party under any Transaction Document.

- (b) Clause 11.3(a) does not affect the Borrower's obligations under clause 11.2.

12 Increased costs and illegality

11.4

Enforcement

(a) The Transaction Documents may be enforced without notice to a Transaction Party or any other person even if:

- (1) a Finance Party accepts any part of the Secured Moneys after an Event of Default; or
- (2) there has been any other Event of Default.

No Finance Party is liable to the Borrower for any Loss the Borrower may suffer, incur or be liable for arising out (b) of or in connection with a Finance Party exercising any Power, except to the extent specifically set out in a Transaction Document.

11.5

Review Event

(a) It is a Review Event if there is a change in Control of the Borrower or the Parent.

(b) The Borrower or the Parent must notify the Agent as soon as it becomes aware of the occurrence of a Review Event.

(c) The Financier has the right to review the Facility for a period of 30 days from the date on which the Agent receives a notice under clause 11.5(b) or becomes aware of the occurrence of a Review Event.

If the Financier decides that it does not wish to continue to provide the Facility following the occurrence of a Review Event, it must give written notice to that effect to the Borrower within the 30 day review period referred to (d) in clause 11.5(c). The notice must state a date (not earlier than 30 days from the date of the service of the notice) by which the Secured Moneys must be paid in full, and the Borrower must pay the Secured Moneys to the Agent in full on the date stated in the notice.

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Increased costs and illegality

12.1

Increased costs

- (a) If the Financier determines that any Change in Law affecting it or any of its Affiliates directly or indirectly:
- (1) increases the effective cost to the Financier of performing its obligations under the Transaction Documents or funding or maintaining the Commitment or the Principal Outstanding;
 - (2) reduces any amount received or receivable by the Financier under the Transaction Documents; or
 - (3) in any other way reduces the effective return to the Financier or any Affiliate under the Transaction Documents or the overall return on capital of the Financier or any Affiliate,

(each an **Increased Cost**), the Borrower must pay to the Financier promptly after receipt of a demand, compensation for the Increased Cost to the extent attributed by the Financier or Affiliate (using the methods it considers appropriate) to the Financier's obligations under the Transaction Documents or the funding or maintenance of the Commitment or the Principal Outstanding.

13 Guaranty and indemnity

(b) A claim under clause 12.1(a) is, in the absence of manifest error, sufficient evidence of the amount to which the Finance Party is entitled under clause 12.1(a) unless the contrary is proved.

If the Borrower receives a demand from the Financier under clause 12.1(a), the Borrower may, by written notice to (c) the Agent on or before the date which is 20 Business Days after the date of that demand, cancel the Commitment and prepay the Secured Moneys in full.

(d) A notice under clause 12.1(c) is irrevocable and the Borrower must, on the date which is 40 Business Days after the date that the notice is given, pay to the Agent on account of the Financier the Secured Moneys in full.

12.2

Illegality

(a) If any Change in Law or other event makes it illegal for the Financier to perform its obligations under the Transaction Documents or fund or maintain the Commitment, the Financier may by notice to the Borrower:

(1) suspend its obligations under the Transaction Documents for the duration of the illegality; or

by notice to the Borrower, cancel the Commitment and require the Borrower to repay the Secured Moneys in full (2) on the date which is 40 Business Days after the date on which the Financier gives the notice or any earlier date required by, or to comply with, the applicable law.

(b) A notice under clause 12.2(a)(2) is irrevocable and the Borrower must, on the repayment date determined under clause 12.2(a)(2), pay to the Agent on account of the Financier the Secured Moneys in full.

12.3

Reduction of Commitment

The Commitment is reduced by any amount of Secured Moneys paid under this clause 12, and accordingly an amount paid under this clause 12 may not be redrawn.

12.4

Patriot Act

Each Finance Party and the Agent (for itself and not on behalf of any other Finance Party) hereby notifies the Transaction Parties that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies each Transaction Party, which information includes the name and address of that Transaction Party and other information that will allow that Finance Party or the Agent, as applicable, to identify that Transaction Party in accordance with the Patriot Act. The Borrower shall provide, to the extent commercially reasonable, any information and take any actions as are reasonably requested by the Agent or any Finance Party in order to assist the Agent and the Finance Parties in maintaining compliance with the Patriot Act.

13 Guaranty and indemnity

13.1

Guaranty

The Guarantors unconditionally and irrevocably guarantee to the Financier the payment of the Secured Moneys.

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13 Guaranty and indemnity

13.2

Payment

If the Secured Moneys are not paid when due, each Guarantor must immediately on demand from the Financier pay (a) to the Financier the Secured Moneys in the same manner and currency as the Secured Moneys are required to be paid.

(b) A demand under clause 13.2(a) may be made at any time and from time to time.

13.3

Securities for other money

The Financier may apply any amounts received by it or recovered under any:

(a) Collateral Security; or

(b) other document or agreement,

which is a security for any of the Secured Moneys and any other money in the manner it determines in its absolute discretion.

13.4

Amount of Secured Moneys

(a) This clause 13 applies to any amount which forms part of the Secured Moneys from time to time.

(b) The obligations of each guarantor under this clause 13 extends to any increase in the Secured Moneys as a result of:

(1) any amendment, supplement, renewal or replacement of any Transaction Document to which a Transaction Party and the Financier is a party; or

(2) the occurrence of any other thing arising under or in connection with any Transaction Document.

(c) Clause 13.4(b):

applies regardless of whether any Guarantor is aware of or consented to or is given notice of any amendment,
(1) supplement, renewal or replacement of any agreement to which a Transaction Party and the Financier is a party or the occurrence of any other thing; and

(2) does not limit the obligations of any Guarantor under this clause 13.

13.5 Proof by Financier

In the event of the liquidation of a Transaction Party, each Guarantor authorizes the Financier to lodge a proof of debt for all money which any Guarantor has paid or is or may be obliged to pay under any Transaction Document, any other document or agreement or otherwise in respect of the Secured Moneys.

13.6 Avoidance of payments

(a) If any payment, conveyance, transfer or other transaction relating to or affecting the Secured Moneys is:

(1) void, voidable or unenforceable in whole or in part; or

(2) claimed to be void, voidable or unenforceable and that claim is upheld, conceded or compromised in whole or in part, the liability of each Guarantor under this clause 13 and any Power is the same as if:

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(3) that payment, conveyance, transfer or transaction (or the void, voidable or unenforceable part of it); and

(4) any release, settlement or discharge made in reliance on anything referred to in clause 13.6(a)(3),

had not been made and each Guarantor must immediately take all action and sign all documents necessary or required by the Financier to restore to the Financier the benefit of this clause 13 and any Encumbrance held by the Financier immediately before the payment, conveyance, transfer or transaction.

(b) Clause 13.6(a) applies whether or not the Financier knew, or ought to have known, of anything referred to in clause 13.6(a).

13.7

Indemnity for avoidance of Secured Moneys

(a) If any of the Secured Moneys (or money which would have been Secured Moneys if it had not been irrecoverable) are irrecoverable by the Financier from:

(1) any Transaction Party; or

(2) a Guarantor on the footing of a guaranty,

the Guarantors jointly and severally, unconditionally and irrevocably, and as a separate and principal obligation:

(3) indemnifies the Financier against any Loss suffered, paid or incurred by the Financier in relation to the non payment of that money; and

(4) must pay the Financier an amount equal to that money.

(b) Clause 13.7(a) applies to the Secured Moneys (or money which would have been Secured Moneys if it had not been irrecoverable) which are or may be irrecoverable irrespective of whether:

- (1) they are or may be irrecoverable because of any event described in clause 13.12;
- (2) they are or may be irrecoverable because of any other fact or circumstance;
- (3) the transactions or any of them relating to that money are void or illegal or avoided or otherwise unenforceable;
and
- (4) any matters relating to the Secured Moneys are or should have been within the knowledge of the Financier.

13.8

No obligation to marshal

The Financier is not required to marshal or to enforce or apply under or appropriate, recover or exercise:

- (a) any Encumbrance, Surety Obligation or Collateral Security or other document or agreement held, at any time, by or on behalf of that or the Financier; or
- (b) any money or asset which the Financier, at any time, holds or is entitled to receive.

13 Guaranty and indemnity

13.9 Non-exercise of Guarantor's rights

A Guarantor must not exercise any rights it may have inconsistent with this clause 13.

13.10 Principal and independent obligation

(a) This clause 13 is:

- (1) a principal obligation and is not to be treated as ancillary or collateral to any other right or obligation; and
- (2) independent of and not in substitution for or affected by any other Collateral Security which the Financier may hold in respect of the Secured Moneys or any obligations of any Transaction Party or any other person.

(b) This clause 13 is enforceable against a Guarantor:

- (1) without first having recourse to any Collateral Security;

(2) whether or not the Financier has made demand on any Transaction Party (other than any demand specifically required to be given, or notice required to be issued, to a Guarantor under clause 13.2 or any other provision of a Transaction Document);

(3) whether or not the Financier has given notice to any Transaction Party or any other person in respect of any thing;

(4) whether or not the Financier has taken any other steps against any Transaction Party or any other person;

(5) whether or not any Secured Moneys is then due and payable; and

(6) despite the occurrence of any event described in clause 13.12.

13.11 Suspense account

(a) The Financier may apply to the credit of a suspense account any:

(1) amounts received under this clause 13;

(2) dividends, distributions or other amounts received in respect of the Secured Moneys in any liquidation; and

(3) other amounts received from a Guarantor, a Transaction Party or any other person in respect of the Secured Moneys.

(b) The Financier may retain the amounts in the suspense account for as long as it determines and is not obliged to apply them in or towards satisfaction of the Secured Moneys.

13.12

Unconditional nature of obligations

This clause 13 and the obligations of each Guarantor under the Transaction Documents are absolute, binding and unconditional in all circumstances, and are not released or discharged or otherwise affected by anything which but for this provision might have that effect, including:

(1) the grant to any Transaction Party or any other person at any time, of a waiver, covenant not to sue or other indulgence;

(2) the release (including a release as part of any novation) or discharge of any Transaction Party or any other person;

13 Guaranty and indemnity

- (3) the cessation of the obligations, in whole or in part, of any Transaction Party or any other person under any Transaction Document or any other document or agreement;
- (4) the liquidation of any Transaction Party or any other person;
- (5) any arrangement, composition or compromise entered into by the Financier, any Transaction Party or any other person;
- (6) any Transaction Document or any other document or agreement being in whole or in part illegal, void, voidable, avoided, unenforceable or otherwise of limited force or effect;
- (7) any extinguishment, failure, loss, release, discharge, abandonment, impairment, compounding, composition or compromise, in whole or in part of any Transaction Document or any other document or agreement;
- (8) any Collateral Security being given to the Financier by any Transaction Party or any other person;
- (9) any alteration, amendment, variation, supplement, renewal or replacement of any Transaction Document or any other document or agreement;
- (10) any moratorium or other suspension of any Power;
- (11) the Financier, a Receiver or Attorney exercising or enforcing, delaying or refraining from exercising or enforcing, or being not entitled or unable to exercise or enforce any Power;
- (12) the Financier obtaining a judgment against any Transaction Party or any other person for the payment of any of the Secured Moneys;
- (13) any transaction, agreement or arrangement that may take place with the Financier, any Transaction Party or any other person;
- (14) any payment to the Financier, a Receiver or Attorney, including any payment which at the payment date or at any time after the payment date is in whole or in part illegal, void, voidable, avoided or unenforceable;

- (15) any failure to give effective notice to any Transaction Party or any other person of any default under any Transaction Document or any other document or agreement;
- (16) any legal limitation, disability or incapacity of any Transaction Party or of any other person;
- (17) any breach of any Transaction Document or any other document or agreement;
- (18) the acceptance of the repudiation of, or termination of, any Transaction Document or any other document or agreement;
- (19) any Secured Moneys being irrecoverable for any reason;
- (20) any disclaimer by any Transaction Party or any other person of any Transaction Document or any other document or agreement;
- (21) any assignment, novation, assumption or transfer of, or other dealing with, any Powers or any other rights or obligations under any Transaction Document or any other document or agreement;
- (22) the opening of a new account of any Transaction Party with the Financier or any transaction on or relating to the new account;

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(23) any prejudice (including material prejudice) to any person as a result of any thing done or omitted by the Financier, any Transaction Party or any other person;

(24) any prejudice (including material prejudice) to any person as a result of the Financier, a Receiver, Attorney or any other person selling or realising any property the subject of a Collateral Security at less than the best price;

(25) any prejudice (including material prejudice) to any person as a result of any failure or neglect by the Financier, a Receiver, Attorney or any other person to recover the Secured Moneys from any Transaction Party or by the realisation of any property the subject of a Collateral Security;

(26) any prejudice (including material prejudice) to any person as a result of any other thing;

(27) the receipt by the Financier of any dividend, distribution or other payment in respect of any liquidation;

(28) the capacity in which a Transaction Party executed a Transaction Document not being the capacity disclosed to the Financier before the execution of the Transaction Document;

(29) the failure of any other Guarantor or any other person who is intended to become a co-surety or co-indemnifier of that Guarantor to execute this agreement or any other document; or

(30) any other act, omission, matter or thing whether negligent or not.

(b) Clause 13.12(a) applies irrespective of:

(1) the consent or knowledge or lack of consent or knowledge, of the Financier, any Transaction Party or any other person of any event described in clause 13.12(a); or

(2) any rule of law or equity to the contrary,

but shall not apply in the case of fraud, intentional misrepresentation, wilful misconduct or gross negligence by the Financier or the Agent.

(a) Until the Secured Moneys have been fully paid and this clause 13 has been finally discharged, a Guarantor is not entitled to:

(1) be subrogated to the Financier;

(2) claim or receive the benefit of any Encumbrance, Surety Obligation or other document or agreement of which the Financier has the benefit;

(3) claim or receive the benefit of any moneys held by the Financier;

(4) claim or receive the benefit of any Power;

(5) either directly or indirectly to prove in, claim or receive the benefit of any distribution, dividend or payment arising out of or relating to the liquidation of any Transaction Party liable to pay the Secured Moneys, except in accordance with clause 13.13(b);

(6) make a claim or exercise or enforce any right, power or remedy (including under an Encumbrance or Surety Obligation or by way of contribution) against any Transaction Party liable to pay the Secured Moneys;

13 Guaranty and indemnity

- (7) accept, procure the grant of or allow to exist any Encumbrance in favour of a Guarantor from any Transaction Party liable to pay the Secured Moneys;
 - (8) exercise or attempt to exercise any right of set-off against, or realise any Encumbrance taken from, any Transaction Party liable to pay the Secured Moneys; or
 - (9) raise any defence or counterclaim in reduction or discharge of its obligations under this clause 13.
- (b) If required by the Financier, a Guarantor must prove in any liquidation of any Transaction Party liable to pay the Secured Moneys for all money owed to the Guarantor.
- (c) All money recovered by a Guarantor from any liquidation or under any Encumbrance or Surety Obligation from any Transaction Party liable to pay the Secured Moneys must be received and held in trust by the Guarantor for the Financier to the extent of the unsatisfied liability of the Guarantor under this clause 13.
 - (d) A Guarantor must not do or seek, attempt or purport to do anything referred to in clause 13.13(a).

13.14

Continuing guaranty

This clause 13 is a continuing obligation of each Guarantor, despite:

- (a) any settlement of account; or
- (b) the occurrence of any other thing,

and remains in full force and effect until:

- (c) the Secured Moneys have been unconditionally paid in full; and

- (d) this clause 13 has been finally discharged by all the Financier.

13.15

Variation

This clause 13 extends to cover the Transaction Documents as amended, varied or replaced, whether with or without the consent of any one or more of the Guarantors, including any increase in the limit or maximum principal amount available under a Transaction Document.

13.16

Judgments

A final judgment obtained against a relevant Transaction Party is conclusive as against each Guarantor.

13.17

Accession of Guarantors

A member of the Borrower Group may become a Guarantor by delivering to the Agent the following in a form satisfactory to the Agent (acting on the instructions of the Financier):

- (a) a Guarantee Assumption Agreement duly executed by the Guarantor;

14 Indemnities and Break Costs

- (b) a security agreement over all the assets and undertaking of the Guarantor, duly executed by the Guarantor, to secure the Secured Moneys;
 - (c) a real property mortgage over all real property held by the Guarantor, duly executed by the Guarantor, to secure the Secured Moneys;
 - (d) such form of Encumbrance over any assets of the Guarantor not situated in Australia as the Financier may require;
 - (e) each Title Document required to be lodged with the Agent by the Guarantor under a Transaction Document;
 - (f) an officer's certificate in respect of the Guarantor;
 - (g) duly executed forms, notices and other documents which are required in order to register or file with the appropriate Government Agency any document referred to in this clause 13.17;
- such evidence and information, including legal opinions, in relation to the Guarantor, its business and assets, its
- (h) Secured Property, the execution of the documents referred to in this clause 13.17 as the Financier reasonably requires;
 - (i) such further information, certificates, authorizations and documents as the Financier in its absolute discretion in respect of the Project Assets in which the Guarantor has or will have an interest.

Where applicable, the Borrower must ensure that each document referred to in this clause 13.17 is duly stamped within the required time limit under the applicable stamp duty legislation.

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Indemnities and Break Costs

14.1

General indemnity

Each Transaction Party indemnifies each Finance Party against any Loss which that Finance Party, a Receiver (a) (whether acting as agent of the Borrower or of a Finance Party) or an Attorney pays, suffers, incurs or is liable for, in respect of any of the following:

a Funding Portion required by a Funding Notice not being made for any reason including any failure by a
(1) Transaction Party to fulfil any condition precedent contained in clause 2, but excluding any default by that Finance Party;

(2) the occurrence of any Default;

(3) a Finance Party exercising its Powers consequent upon or arising out of the occurrence of any Default;

(4) the non-exercise, attempted exercise, exercise or delay in the exercise of any Power;

(5) any act or omission of a Security Provider or any of its employees or agents when exercising its Powers consequent upon or arising out of the occurrence of any Default;

(6) an Environmental Liability;

(7) any compulsory acquisition or statutory or judicial divestiture of any Secured Property;

(8) any other thing in respect of a Security or any Secured Property; and

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(9) any payment made by the Financier to the Agent to indemnify the Agent for a Loss the Agent pays, suffers, incurs or is liable for in acting as Agent.

(b) The indemnity in clause 14.1(a), includes:

(1) the amount determined by a Finance Party as being incurred by reason of the liquidation or re-employment of deposits or other funds acquired or contracted for by the Finance Party to fund or maintain the Commitment; and

(2) loss of Margin, but only to the extent of amounts advanced by the Financier to the Borrower under this agreement.

(c) The indemnity in clause 14.1(a) does not include or apply to any loss suffered or incurred by a Finance Party as a result of its own fraud, intentional misrepresentation, gross negligence or wilful misconduct.

14.2

Break Costs

The Borrower must, within 3 Business Days of demand by the Agent, pay to the Agent for the account of each Finance Party its Break Costs attributable to all or any part of a Funding Portion being prepaid or repaid by the Borrower on a day other than the last day of the Interest Period for that Funding Portion.

14.3

Continuing indemnities and evidence of Loss

(a) Each indemnity of a Transaction Party in a Transaction Document is a continuing obligation of the Transaction Party, despite:

(1) any settlement of account; or

(2) the occurrence of any other thing,

and remains in full force and effect until:

(3) the Secured Moneys are unconditionally repaid in full; and

(4) each Security has been finally discharged.

(b) Each indemnity of a Transaction Party in a Transaction Document is an additional, separate and independent obligation of a Transaction Party and no one indemnity limits the general nature of any other indemnity.

(c) Each indemnity of a Transaction Party in a Transaction Document survives the termination of any Transaction Document.

(d) A certificate given by an Officer of a Finance Party detailing the amount of any Loss covered by any indemnity in a Transaction Document is sufficient evidence unless the contrary is proved.

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Fees, Tax, costs and expenses

15.1

Arrangement fee

The Borrower must pay to the Agent a non-refundable, non-rebateable fee equal to 6% of the Commitment (being \$1,200,000) less the amount of the Work Fee (being \$50,000) on the date the Borrower receives the first Funding Portion under this agreement.

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15.2

Commitment fee

The Borrower must pay to the Agent for the account of the Financier during the Availability Period a commitment fee of 2% per annum, which is not refundable in any circumstances and is taken to be fully-earned and payable (a) when due, calculated on the basis of a 365 day or 366 day year, as applicable, for actual days elapsed and on the average monthly amount of the Undrawn Commitment during the Availability Period.

(b) The commitment fee is payable in arrears on each Quarterly Date and on the last day of each Availability Period.

15.3

Tax

The Borrower must pay any Tax, other than an Excluded Tax in respect of any Finance Party, which is payable in (a) respect of a Transaction Document (including in respect of the execution, delivery, performance, release, discharge, amendment or enforcement of a Transaction Document).

The Borrower must pay any fine, penalty or other cost in respect of a failure to pay any Tax described in (b) clause 15.3(a) except to the extent that the fine, penalty or other cost is caused by the Agent's failure to lodge money received from the Borrower within 5 Business Days before the due date for lodgement.

(c) The Borrower indemnifies each Finance Party against any amount payable under clause 15.3(a) or 15.3(b).

15.4

Costs and expenses

The Borrower must pay the Finance Parties' reasonable legal costs in relation to the negotiation, preparation, execution, delivery, stamping, registration and completion of a Transaction Document and all other costs and expenses of each Finance Party in relation to:

- (a) the variation and discharge of any Transaction Document;
- (b) the enforcement, protection or waiver of any rights under any Transaction Document;
- (c) the consent or approval of a Finance Party given under any Transaction Document;

(d) any enquiry by a Government Agency involving the Borrower,

including:

(e) any administration costs of each Finance Party in relation to the matters described in clause 15.4(c) or 15.4(d); and

(f) any legal costs and expenses and any professional consultant's fees for the costs and expenses described in clauses 15.4(a) to 15.4(d) inclusive on a full indemnity basis.

16 Interest on overdue amounts

16.1 Payment of interest

Each Transaction Party must pay interest on:

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17 Assignment

(a) any of the Secured Moneys due and payable by it, but unpaid; and

(b) any interest payable but unpaid under this clause 16.

16.2 Accrual of interest

The interest payable under this clause 16:

accrues from day to day from and including the due date for payment up to the actual date of payment, before and, (a) as an additional and independent obligation, after any judgment or other thing into which the liability to pay the Secured Moneys becomes merged; and

(b) may be capitalized at monthly intervals.

16.3 Rate of interest

The rate of interest payable under this clause 16 on any part of the Secured Moneys is the higher of:

(a) the Overdue Rate determined by the Agent:

(1) on the date that part of the Secured Moneys becomes due and payable but is unpaid; and

(2) on each date which is 1 month after the immediately preceding date on which the Overdue Rate was determined under this clause 16.3(a); and

(b) the rate fixed or payable under a judgment or other thing referred to in clause 16.2(a).

17.1

Assignment by Transaction Party

A Transaction Party must not assign or novate any of its rights or obligations under a Transaction Document without the prior written consent of the Agent.

17.2

Borrower obligation in registered form

The obligation of the Borrower to pay principal and interest under this agreement is taken to be in registered form for the purposes of the United States Internal Revenue Code, Sections 871(h)(6), 881(6), 163(f) and the regulations issued thereunder, including Temp. Treas. Reg. Section 5f.163-1(a) and Temp. Treas. Reg. Section 5f.103-1. Accordingly, the Borrower must maintain a book entry system to record the owner of the right to principal and interest and must issue to the Financier a Promissory Note evidencing the Secured Moneys and making specific reference to and complying with the registration requirements in order to effect a transfer of the rights under the obligation, and clause 17.3 will apply to any assignment by the Financier of its rights under a Transaction Document with respect to the obligation of the Borrower to pay principal and interest.

17.3

Assignment by Finance Party

(a) A Finance Party may assign or novate any of its rights and obligations under a Transaction Document to any person if:

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18 Saving provisions

(1) any necessary prior Authorization is obtained;

the assignment or novation is to a person in the RMB group of companies (which term includes any person, (2) partnership or corporate entity in that group) or, after consultation with the Borrower, to a reputable bank or financial institution or to a combination of reputable banks and financial institutions; and

(3) it notifies the Agent and the Borrower.

In the event that the Financier elects to assign any of its rights under clause 17.3(a), the Financier must surrender to (b) the Borrower the Promissory Note, and the Borrower must reissue the Promissory Note to the assignee. An assignment by the Financier will be taken to be effective when the Promissory Note is reissued by the Borrower.

17.4

Assist

Each party must do any thing which the Agent reasonably requests including, executing any documents or amending any Transaction Document, to effect any transfer, assignment or novation under this clause 17.

17.5

Lending Office

(a) A Finance Party may change its Lending Office at any time.

(b) A Financier must promptly notify the Agent and the Borrower of the change.

17.6

No increase in costs

If a Finance Party assigns or novates any of its rights or obligations under any Transaction Document or changes its Lending Office, no Transaction Party is required to pay any net increase in the aggregate amount of costs, Taxes, fees or charges which is a direct consequence of the transfer or assignment or change of Lending Office.

18.1

No merger of security

(a) Nothing in this agreement merges, extinguishes, postpones, lessens or otherwise prejudicially affects:

(1) any Encumbrance or indemnity in favour of any Finance Party; or

(2) any Power.

(b) No other Encumbrance or Transaction Document which a Finance Party has the benefit of in any way prejudicially affects any Power.

18.2

Exclusion of moratorium

To the extent not excluded by law, a provision of any legislation which directly or indirectly:

(a) lessens, varies or affects in favour of a Transaction Party any obligations under a Transaction Document; or

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18 Saving provisions

(b) stays, postpones or otherwise prevents or prejudicially affects the exercise by any Finance Party of any Power,

is negated and excluded from each Transaction Document and all relief and protection conferred on a Transaction Party by or under that legislation is also negated and excluded.

18.3

Conflict

Where any right, power, authority, discretion or remedy conferred on a Finance Party, a Receiver or an Attorney by any Transaction Document is inconsistent with the powers conferred by applicable law then, to the extent not prohibited by that law, those conferred by applicable law are regarded as negated or varied to the extent of the inconsistency.

18.4

Consents

Whenever the doing of any thing by a Transaction Party is dependent on the consent of a Finance Party, the (a) Finance Party may withhold its consent or give it conditionally or unconditionally in its absolute discretion, unless expressly stated otherwise in a Transaction Document.

(b) The Borrower must ensure that any conditions imposed on a Transaction Party by a Finance Party under clause 18.4(a) are complied with by the Transaction Party.

18.5

Principal obligations

This agreement and each Collateral Security is:

(a) a principal obligation and is not ancillary or collateral to any other Encumbrance (other than another Collateral Security) or other obligation; and

(b) independent of, and unaffected by, any other Encumbrance or other obligation which any Finance Party may hold at any time in respect of the Secured Moneys.

If any payment by a Transaction Party to a Finance Party is avoided for any reason including any legal limitation, disability or incapacity of or affecting the Transaction Party or any other thing, and whether or not:

(a) any transaction relating to the Secured Moneys was illegal, void or substantially avoided; or

(b) any thing was or ought to have been within the knowledge of any Finance Party,

the Borrower:

(c) as an additional, separate and independent obligation, indemnifies each Finance Party against that avoided payment; and

(d) acknowledges that[, to the extent permitted by applicable law,] any liability of the Transaction Party under the Transaction Documents and any right or remedy of the Finance Parties under the Transaction Documents is the same as if that payment had not been made.

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18 Saving provisions

18.7

Set-off authorized

If a Transaction Party does not pay any amount when due and payable by it to any Finance Party under a Transaction Document, the Finance Party may:

- (a) apply any credit balance in any currency in any account of the Transaction Party with the Finance Party in or towards satisfaction of that amount; and
- (b) effect any currency conversion which may be required to make an application under clause 18.7(a).

18.8

Agent's certificates and approvals

- (a) A certificate signed by any Officer of the Agent in relation to any amount, calculation or payment under any Transaction Document is sufficient evidence of that amount, calculation or payment unless the contrary is proved.
- (b) Where any provision of a Transaction Document requires the Agent's approval, that approval will not be effective unless and until it is provided in writing.

18.9

No reliance or other obligations and risk assumption

Each Transaction Party acknowledges and confirms that:

- (a) it has not entered into any Transaction Document in reliance on any representation, warranty, promise or statement made by or on behalf of any Finance Party;
- (b) in respect of the transactions evidenced by the Transaction Documents, no Finance Party has any obligations other than those expressly set out in the Transaction Documents; and

in respect of interest rates, exchange rates or commodity prices, no Finance Party is liable for any movement in
(c) interest rates, exchange rates or commodity prices or any information, advice or opinion provided by any Finance Party or any person on behalf of any Finance Party, even if:

(1) provided at the request of a Transaction Party (it being acknowledged by each Transaction Party that those matters are inherently speculative);

(2) relied on by a Transaction Party; or

(3) provided incorrectly or negligently.

18.10

Power of attorney

(a) For consideration received, each Transaction Party irrevocably appoints the Agent and each Officer of the Agent as the attorney of the Transaction Party to, at any time following the occurrence of a Default:

(1) execute and deliver all documents; and

(2) do all things,

which are necessary or desirable to give effect to each Transaction Document.

(b) An attorney appointed under clause 18.10(a) may appoint a substitute attorney to perform any of its powers.

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19 General

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General

19.1

Confidential information

A Finance Party must not disclose to any person:

- (a) any Document, Corporate and Project Budget or Financial Report; or
- (b) any information about any Transaction Party,

except:

(c) in connection with a permitted assignment, novation under clause 17 or any participation, where the disclosure is made on the basis that the recipient of the information will comply with this clause 19.1 in the same way that the Finance Party is required to do;

(d) to any professional or other adviser consulted by it in relation to any of its rights or obligations under the Transaction Documents, provided that the professional or other adviser owes a duty of confidentiality to the Finance Party that is similar in nature to the obligations set out in this clause 19.1;

(e) to a country's central bank, a country's taxation office or any Government Agency requiring disclosure of the information;

(f) in connection with the enforcement of its rights under the Transaction Documents;

(g) where the information is already in the public domain, or where the disclosure would not otherwise breach any duty of confidentiality;

(h) if required by applicable law or the rules of any securities exchange; or

- (i) otherwise with the prior written consent of the relevant Transaction Party (that consent not to be unreasonably withheld).

19.2

Transaction Party to bear cost

Any thing which must be done by a Transaction Party under any Transaction Document, whether or not at the request of any Finance Party, must be done at the cost of the Transaction Party.

19.3

Notices

Any notice or other communication including, any request, demand, consent or approval, to or by a party to any (a) Transaction Document must be in legible writing and in English addressed to the party in accordance with its details set out in Schedule 1 or as specified to the sender by the party by notice.

(b) If the sender is a company, any such notice or other communication must be signed by an Officer of the sender.

(c) Any notice or other communication described in this clause 19.3 is regarded as being given by the sender and received by the addressee:

(1) if by delivery in person or by recognized overnight courier, when delivered to the addressee;

(2) if by post, on delivery to the addressee;

(3) if by facsimile, when received by the addressee in legible form; or

19 General

- (4) if by email, when the email (including any attachment) comes to the attention of the recipient party or a person acting on its behalf provided that if the sender does not receive a response from the addressee within 2 days of sending the email, the notice or communication must be resent to the addressee using one of the other methods specified in clause 19.3(c)(1), (2) or (3),

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00pm (addressee's time) it is regarded as received at 9.00am on the following Business Day.

- (d) Any notice or other communication described in this clause 19.3 can be relied on by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorized by the sender.

- (e) A facsimile transmission is regarded as legible unless the addressee telephones the sender within 2 hours after the transmission is received or regarded as received under clause 19.3(c) and informs the sender that it is not legible.

19.4

Governing law and jurisdiction

- (a) This agreement is governed by the laws of the State of Colorado and the laws of the United States of America which are applicable in the State of Colorado.
- (b) Each Transaction Party irrevocably submits to the non-exclusive jurisdiction of the State or Federal courts of the State of Colorado.

- (c) Each Transaction Party irrevocably consents to venue for any dispute involving this agreement or the other Transaction documents in the United States District Court for the District of Colorado or any Colorado state court located in the City and County of Denver, Colorado and waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

- (d) Each Transaction Party irrevocably waives any immunity in respect of its obligations under this agreement that it may acquire from the jurisdiction of any court or any legal process for any reason including the service of notice, attachment before judgment, attachment in aid of execution or execution.

19.5

Prohibition and enforceability

(a) Any provision of, or the application of any provision of, any Transaction Document or any Power which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.

(b) Any provision of, or the application of any provision of, any Transaction Document which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

19.6

Waivers

Waiver of any right arising from a breach of this agreement or of any Power arising on default under this agreement or on the occurrence of an Event of Default must be in writing and signed by the party granting the waiver.

(b) A failure or delay in exercise, or partial exercise, of:

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(1) a right arising from a breach of this agreement or the occurrence of an Event of Default; or

(2) a Power created or arising on default under this agreement or on the occurrence of an Event of Default,

does not result in a waiver of that right or Power.

(c) A party is not entitled to rely on a delay in the exercise or non-exercise of a right or Power arising from a breach of this agreement or on a default under this agreement or on the occurrence of an Event of Default as constituting a waiver of that right or Power.

(d) A party may not rely on any conduct of another party as a defense to exercise of a right or Power by that other party.

(e) This clause may not itself be waived except in writing.

19.7

Variation

A variation of any term of this agreement must be in writing and signed by the parties.

19.8

Cumulative rights

The Powers are cumulative and do not exclude any other right, power, authority, discretion or remedy of any Finance Party, Receiver or Attorney.

19.9

Attorneys

Each of the attorneys executing this agreement states that the attorney has no notice of the revocation of the power of attorney appointing that attorney.

- (a) This agreement may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this agreement by signing any counterpart.

Schedules

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Schedule 1

Notice Details

Borrower Ur-Energy USA Inc.
Address 10758 West Centennial Road, Suite 200, Littleton, Colorado 80127
Attention Roger L. Smith, CFO
Phone +1-710-981-4588 x248
Facsimile +1-720-981-5643

With a copy to Penne Goplerud, General Counsel at the foregoing address and facsimile

Parent Ur-Energy Inc.
Address 10758 West Centennial Road, Suite 200, Littleton, Colorado 80127
Attention Roger L. Smith, CFO
Phone +1-710-981-4588 x248
Facsimile +1-720-981-5643

With a copy to Penne Goplerud, General Counsel at the foregoing address and facsimile

Lost Creek Lost Creek ISR, LLC
Address 10758 West Centennial Road, Suite 200, Littleton, Colorado 80127
Attention Roger L. Smith, CFO
Phone +1-710-981-4588 x248

Facsimile +1-720-981-5643

With a copy to Penne Goplerud, General Counsel at the foregoing address and facsimile

Agent RMB Resources, a division of FirstRand Bank Limited (London Branch)

Address: 20 Gracechurch Street, London EC3V 0BG

Attention: Stuart Greene

Facsimile: +44 20 7939 1825

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Schedule 1 Notice Details

Financier RMB Australia Holdings Limited

Address Level 13, 60 Castlereagh Street, Sydney, New South Wales 2000, Australia

Attention Gregory Gay

Phone +61 2 9253 6200

Fax +61 2 9256 6291

Email greg.gay@rmb.com.au

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Schedule 2

Funding Notice

To: RMB Resources, a division of FirstRand Bank Limited (London Branch)

Attention: Stuart Greene

We refer to the facility agreement (**Facility Agreement**) dated [*insert date*] between Ur-Energy USA Inc. (as **Borrower**), Ur-Energy Inc. (as **Parent**), Lost Creek ISR, LLC (as **Lost Creek**), RMB Australia Holdings Limited (as **Financier**) and RMB Resources, a division of FirstRand Bank Limited (London Branch) (as **Agent**).

Under clause 4 of the Facility Agreement:

(a) We give you notice that we wish to draw on [] (**Funding Date**).

(b) The aggregate amount to be drawn is \$[].

(c) Particulars of the Funding Portion are:

Principal amount Interest Period

90 days

(d) The proceeds of the Funding Portion are to be used in accordance with clause 3.2 of the Facility Agreement.

(e) We request that the proceeds be remitted to the Funding Account, details of which are as follows:

Schedule 3 Repayment Schedule

Schedule 3

Repayment Schedule

Repayment Date	Repayment Amount	Outstanding Facility Limit
31 March 2014	US\$ 2,500,000	US\$17,500,000
30 June 2014	US\$ 2,500,000	US\$15,000,000
30 September 2014	US\$ 2,500,000	US\$12,250,000
31 December 2014	US\$ 2,500,000	US\$10,000,000
31 March 2015	US\$ 2,500,000	US\$7,500,000
30 June 2015	US\$ 2,500,000	US\$5,000,000
30 September 2015	US\$ 2,500,000	US\$2,500,000
31 December 2015	US\$ 2,500,000	US\$0

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Schedule 4

Promissory Note

UR-ENERGY USA INC.

PROMISSORY NOTE DUE [*insert date*]

\$¹ 2

3

FOR VALUE RECEIVED, UR-ENERGY USA INC., a Colorado corporation (**Borrower**), promises to pay to the order of **RMB AUSTRALIA HOLDINGS LIMITED**, a company incorporated under the laws of Australia (**Payee**), on or before [*insert date*], the lesser of (x)⁴ (\$⁵) and (y) the Principal Outstanding in respect of the advances made by the Payee to the Borrower under the Facility Agreement referred to below.

The Borrower also promises to pay interest on the unpaid principal amount of this Promissory Note, from the date of this Promissory Note until paid in full, at the rates and at the times which are determined in accordance with the provisions of the Facility Agreement dated as of [*insert date*] by and among the Borrower, Ur-Energy Inc., Lost Creek ISR, LLC, the Payee and RMB Resources, a division of FirstRand Bank Limited (London Branch), as agent for the Payee (**Agent**) (that Facility Agreement, as it may be amended, supplemented or otherwise modified from time to time, being the **Facility Agreement**, and terms defined in the Facility Agreement which are not otherwise defined in this Promissory Note have the same meaning in this Promissory Note as defined in the Facility Agreement).

This Promissory Note evidences the principal amount of the Commitment, described in the Facility Agreement (plus capitalized interest), to which reference is made for a more complete statement of the terms and conditions under which the Commitment evidenced by this Promissory Note was made and is to be repaid.

All payments of principal and interest in respect of this Promissory Note must be made in Dollars, in Same Day Funds, without defense, set-off or counterclaim, free of any restriction or condition, and must be delivered to the Agent at the times provided for in the Facility Agreement. Until notified in writing of the transfer of this Promissory Note, the Borrower and the Agent are entitled to take the Payee, or any person who has been identified by the transferor in writing to the Borrower and the Agent as the owner and holder of this Promissory Note. Each of the Payee and any subsequent holder of this Promissory Note agrees, by its acceptance of this Promissory Note, that before disposing of this Promissory Note or any part or portion of it, it will make a notation in the annexure to this Promissory Note of all principal payments previously made under this Promissory Note and of the date to which interest due under this Promissory Note has been paid, provided, however, that the failure to make a notation of any payment made on this Promissory Note does not limit or otherwise affect the obligations of the Borrower under this Promissory Note with respect to payments of principal of or interest owing.

¹ Insert amount of the Commitment

² Insert place of delivery this Promissory Note.

³ Insert the effective date of this Promissory Note.

⁴ In words insert amount of the Funding Portion to which this Promissory Note relates.

⁵ Insert amount of the Funding Portion to which this Promissory Note relates in numbers.

Schedule 4 Promissory Note

Subject to clause 6.2 of the Facility Agreement, whenever any payment on this Promissory Note is stated to be due on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day.

This Promissory Note is subject to mandatory prepayment and to prepayment at the option of Borrower as provided in clauses 3.5 and 3.6 of the Facility Agreement.

THIS PROMISSORY NOTE IS GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES. THE BORROWER IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY COLORADO STATE OR FEDERAL COURT SITTING IN DENVER, COLORADO IN ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE ENFORCEMENT OF THIS PROMISSORY NOTE AND THE BORROWER IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN THOSE COURTS. THE BORROWER UNCONDITIONALLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, ANY RIGHT IT MAY HAVE TO THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. NOTHING IN THIS PARAGRAPH WILL AFFECT THE POWERS OF THE PAYEE TO BRING ANY ACTION OR PROCEEDING AGAINST THE BORROWER IN THE COURTS OF ANY OTHER JURISDICTION.

If an Event of Default (as defined in the Facility Agreement) occurs and is continuing, the unpaid balance of the principal amount of this Promissory Note, together with all accrued and unpaid interest on this Promissory Note, may at the option of the Payee become, or may be declared to be, due and payable in the manner, on the conditions and with the effect provided in the Facility Agreement.

The terms of this Promissory Note are subject to amendment only in the manner provided in the Facility Agreement.

This Promissory Note is subject to restrictions on transfer or assignment as provided in clause 17 of the Facility Agreement.

No reference in this Promissory Note to the Facility Agreement and no provision of this Promissory Note or the Facility Agreement will alter or impair the obligations of the Borrower, which are absolute and unconditional, to pay the principal of and interest on this Promissory Note at the place, at the respective times, and in the currency

prescribed in this Facility Agreement.

The Borrower promises to pay all costs and expenses, including reasonable attorneys' fees, all as provided in clause 15.4 of the Facility Agreement, incurred in the collection and enforcement of this Promissory Note. The Borrower and any endorsers of this Promissory Note consent to renewals and extensions of time at or after the maturity of this Promissory Note, without notice, and waive diligence, presentment, protest, demand and notice of every kind and, to the full extent permitted by law, the right to plead any statute of limitations as a defense to any demand under this Promissory Note.

IN WITNESS WHEREOF, the Borrower has caused this Promissory Note to be duly executed and delivered by its Officer as of the date and at the place first written above.

UR-ENERGY USA INC.

By:

Title:

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Schedule 5

Borrower Group Structure Diagram

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Schedule 6

Guarantor Assumption Agreement

Clauses 1.1 (Definitions) and 13.17 (Guarantor Accession)

Date

This agreement is made by

Guarantor [insert]

1 Under the facility agreement dated [Insert details] between Ur-Energy USA Inc. (as **Borrower**), Ur-Energy Inc. (as **Parent**), Lost Creek ISR, LLC (**Lost Creek**), RMB Australia Holdings Limited (as **Financier**) and RMB Resources, a division of FirstRand Bank Limited (London Branch) (as **Agent**) (**Facility Agreement**), a person may become a Guarantor by execution of this agreement.

2 The New Guarantor wishes to become a Guarantor on the terms and conditions set out in this agreement.

This agreement witnesses

1

Interpretation

(a) Words and phrases defined in the Facility Agreement have the same meaning when used in this agreement.

(b) In this agreement, **Existing Guarantor** has the meaning set out below.

Term Meaning

Existing Guarantor each person which is a Guarantor under the Facility Agreement at the time of execution of this agreement.

Schedule 6 Guarantor Assumption Agreement

2

Guarantee

In consideration of, among other things:

- (a) forbearance by the Financier to require repayment of the Secured Moneys in full; and
- (b) the payment to the Guarantor of \$10 (receipt of which is acknowledged),

the Guarantor jointly and severally with each Existing Guarantor irrevocably and unconditionally guarantees to the Financier the payment of the Secured Moneys on the terms contained in the Facility Agreement (including clause 13 of the Facility Agreement).

3

Representations and warranties

The Guarantor represents and warrants to, and for the benefit of the Financier, as set out in clauses 8.1 and 8.2 of the Facility Agreement, on the basis that:

- (a) each reference to a Transaction Party in clauses 8.1 and 8.2 of the Facility Agreement includes a reference to the Guarantor;
- (b) each reference to a Transaction Document includes this deed and each other Transaction Document to which the Guarantor is a party; and
- (c) clauses 8.3 and 8.4 of the Facility Agreement apply to this clause 3 as if set out in full.

4

Status of Guarantor

The Guarantor agrees that it irrevocably becomes a 'Guarantor' and a 'Transaction Party' as defined in, and for all purposes under, the Facility Agreement as if named in and as a party to the Facility Agreement, and accordingly is

bound by the Facility Agreement as a Guarantor and a Transaction Party.

5

Governing law

This agreement is governed by the laws of Colorado, United States of America.

6

Benefit of agreement

This agreement is given in favour of and for the benefit of:

(a)

the Financier; and

(b)

each Transaction Party,

under the Facility Agreement and their respective successors and permitted assigns.

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Schedule 6 Guarantor Assumption Agreement

7 Address for notices

The details for the Guarantor for service of notices are:

Address: *[insert]*

Attention: *[insert]*

Email: *[insert]*

8 Attorneys

Each of the attorneys executing this agreement states that the attorney has no notice of the revocation of the power of attorney appointing that attorney.

Executed as an agreement

Guarantor

Signed sealed and delivered for

[Type party name]

by his/her/its attorney

sign here

Attorney

print name

in the presence of

sign here

Witness

print name

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Schedule 7

Permitted Interests

Lost Creek has exclusive possession of the unpatented mining claims, subject to overlaps that the unpatented mining claims have with senior unpatented mining claims owned by third parties, patented mining claims, fee lands and state-owned lands, as well as overlaps between some of the unpatented mining claims and certain senior unpatented placer mining claims owned by third parties, as described in title reports furnished to the Agent and as set forth in the third party valuation report furnished to the Agent.

The following are instruments under which third parties may currently have contractual or statutory rights to the surface or sub-surface covered by the unpatented mining claims which comprise a portion of the Mineral Rights:

Lost Creek Project**RIGHTS OF WAY AND EASEMENTS**

Right-of-Ways Project Name	Lead Case File No.	Term of Right-of-Way	Legal Description
Lost Creek	WYW057176 (34.5 KV Power line, 25 feet in width)	April 4, 1978 to Dec 31, 2038	5.8 Acres , W2W2 Section 13, W2W2 Section 24, and W2W2 Section 25, T25N, R93W, 6th PM
LC North	WYW057176	April 4, 1978 to Dec 31, 2038	7.69 Acres , SWNW, W2SW, and Lot 4 Section 1, SENE, E2SE, and Lot 1 Section 2, W2W2 Section 12, and W2W2 Section 13, T25N, R93W, 6th PM
LC West	WYW057176	April 4, 1978 to Dec 31, 2038	5.16 Acres , W2W2 Section 25, and W2W2 Section 36, T25N, R93W, 6th PM and Lot 4 and W2NW Section 2, T24N, R93W, 6th PM
LC West	WYW147148 (Oil and Gas Pipeline, 50 feet in width)	Jan 24, 2000 to Jan 23, 2030	3.34 Acres , E2W2, SWSW Section 16, T25N, R93W, 6th PM
LC West	WYW076245 (Wamsutter-Crooks Gap	Aug 21, 1981 to Jan 1, 9999	7.35 Acres , W2NE, E2W2, and SWSW Section 16, T25N, R93W, 6th PM

County Road, 100 feet in
width)

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Schedule 7 Permitted Interests

LC South	WYW134003 (Sooner Road, 50 feet in width)	Oct 27, 1994 to Oct 28, 2024	23.94 Acres , Lot 1, S2NE, SESW, and W2SE Section 4 and E2NW Section 9, T24N, R92W, 6th PM Also E2SE Section 23, NENE, W2NE, and E2SE Section 26, SESE Section 34 and E2NW, SWNW, and W2SW Section 35, T25N, R92W, 6th PM
LC East	WYW134003	Oct 27, 1994 to Oct 28, 2024	1.19 Acres , SENE and E2SE Section 23 and W2NW Section 24, T25N, R92W, 6th PM
LC South and LC East	WYW136596 (Sooner Road, 30 feet in width)	Dec 6, 1995 to Dec 7, 2025	15.09 Acres , appears to be a duplicate Right-of-Way to WYW134003; legal descriptions on Lead Case File Serial Register pages are identical, but only 30 feet in width
LC South	WYW057561 (Sweetwater County Road #4-63, aka Mineral X Road, 150 feet in width)	Jan 18, 1976 to Jan 1, 1999	12.33 Acres , S2S2 Section 11, NWNW Section 14, and N2N2 Section 15, T24N, R92W, 6th PM

FEDERAL OIL AND GAS LEASES

Project Name	Lead Case File No. & Lessee Name	Term of Oil & Gas Lease	Acres and Legal Description
Lost Creek	WYW174279 Kirkwood Oil and Gas LLC	Jan 1, 2008 to Dec 31, 2017	974 Acres , S2, S2N2 and part of N2N2 Section 17, and Lots 2-4, E2SW, S2SESW, S2NWN, SENE, S2NENE, and SE Section 18, T25N, R92W, 6th PM
LC North	WYW174279 Kirkwood Oil and Gas LLC	Jan 1, 2008 to Dec 31, 2017	302.64 Acres , Part N2N2 Section 17, and Lots 1 and 2, N2SESW, NENW, N2SWNE, NWNE and N2NENE Section 18, T25N, R92W, 6th PM
Lost Creek	WYW174280 Kirkwood Oil and Gas LLC	June 1, 2007 to May 31, 2017	5.38 Acres , Part Lot 8 Section 31, T25N, R92W, 6th PM
LC South	WYW174280 Kirkwood Oil and Gas LLC	June 1, 2007 to May 31, 2017	1281.27 Acres , Lots 5-20 (except part Lot 8) Section 31, and All Section 32, T25N, R92W, 6th PM
LC North	WYW165000 Kirkwood Oil and Gas LLC	Feb 1, 2006 to Jan 31, 2016	14.7 Acres , Part E2E2 Section 15, T25N, R93W, 6th PM

Schedule 7 Permitted Interests

LC East	WYW155785 J-W Operating Company and Samson Resources Company	Sept 1, 2003 to Aug 31, 2013	162.35 Acres , NW Section 21, and part W2W2NW Section 24, T25N, R92W, 6th PM
LC South	WYW155785 J-W Operating Company and Samson Resources Company	Sept 1, 2003 to Aug 31, 2013	23.00 Acres , Part S2S2NE Section 24, T25N, R92W, 6th PM
LC North	WYW155789 J-W Operating Company	June 1, 2003 to May 31, 2013	29 Acres , Part SE Section 11, T25N, R93W, 6th PM
Lost Creek	WYW155793 J-W Operating Company	Sept 1, 2003 to Aug 31, 2013	11.7 Acres , Part E2E2NE Section 26, T25N, R93W, 6th PM
LC West	WYW155793 J-W Operating Company	Sept 1, 2003 to Aug 31, 2013	357.66 Acres , S2 and part S2N2 Section 26, T25N, R93W, 6th PM
LC North	WYW155793 J-W Operating Company	Sept 1, 2003 to Aug 31, 2013	270.64 Acres , N2 and part S2N2 Section 26, T25N, R93W, 6th PM
LC North	WYW155794 J-W Operating Company	Sept 1, 2003 to Aug 31, 2013	104 Acres , E2E2 Section 28, T25N, R93W, 6th PM
Lost Creek.	WYW159222 Samson Resources Company	June 1, 2003 to May 31, 2013	2.8 Acres , Part of E2E2SE Section 14, T25N, R93W, 6th PM
LC North	WYW159222 Samson Resources Company	June 1, 2003 to May 31, 2013	602 Acres , All, except part N2N2 Section 14, T25N, R93W, 6th PM

GRAZING ALLOTMENTS AND GRAZING LEASES**Lost Creek Project**

BLM – Federal Grazing Allotments: Cyclone Rim (est. 2,133 acres), Green Mountain/Arapahoe Creek (est. 868 acres) and Stewart Creek (est. 553 acres)

State of Wyoming: Lease # 3-7343 All Section 16 (640 acres), T25N, R92W, 6th PM; Sun Land & Cattle Co.

Schedule 7 Permitted Interests

LC East Project

BLM – Federal Grazing Allotments: Cyclone Rim (est. 335 acres) and Stewart Creek (est. 4,445 acres)

State of Wyoming: None

LC South Project

BLM – Federal Grazing Allotments: Cyclone Rim (est. 4,830 acres) and Stewart Creek (est. 6637 acres)

State of Wyoming: None

LC West Project

BLM – Federal Grazing Allotments: Cyclone Rim (est. 3,080 acres) and Green Mountain/Arapahoe Creek (est. 400 acres)

State of Wyoming: Lease # 3-8342 E2 and SESW Section 36 (360 acres), T25N, R93W, 6th PM; James D. Smith

LC North Project

BLM – Federal Grazing Allotments: Cyclone Rim (est. 930 acres), Green Mountain/Arapahoe Creek (est. 5,003 acres) and Stewart Creek (est. 1,556 acres)

State of Wyoming: None

Schedule 7 Permitted Interests

What was formerly known as the “Green Mountain Grazing Allotment,” which covered several of the Lost Creek Projects, as set forth above, has been re-designated by the United States Bureau of Land Management into three allotments, of which only one is reasonably believed to cover the Project Area: **Arapahoe Creek Allotment**, which is believed to include, at least, the following specific grazing leases:

WY17056 ARAPAHOE CREEK

Authorization Number	Permitee	Effective Date	Expiration Date	Permitted Animal Units as of 5/9/2013
4900240	Chris Anderson, et al. Joshua Anderson Ranch	5/1/2012	4/30/2019	2434
4900264	Management LLC	5/1/2012	2/28/2015	3690
4903713	Christopher and Susan Anderson Alkali Creek Grazing	5/1/2012	4/30/2022	3934
4903771	Association LLC	3/1/2012	2/28/2022	3184
4903791	Separation Flat Grazing Co., LLC	5/1/2012	4/30/2022	424
4903792	Joshua Anderson Ranch Management LLC	5/10/2010	10/31/2014	1050
4903795	Robert or Judy Whitlock	5/1/2012	12/31/2014	3510
4903841	Walking S Grazing Association, LLC	3/1/2012	2/28/2022	3396
4903851	Quarter Circle Block LLC	5/1/2012	4/30/2022	4943
4903854	Quarter Circle Block LLC	2/1/2012	1/31/2015	1300
4912615	Robert or Judy Whitlock	5/1/2011	5/1/2014	100
4915181	Stewart Creek LLC	5/1/2012	4/30/2022	965

The **Cyclone Rim Grazing Allotment** is known to include, at least, the following specific grazing leases:

WY10103 CYCLONE RIM

Authorization Number	Permitee	Effective Date	Expiration Date	Permitted Animal Units as of 5/9/2013
4900143	Jolley Livestock Grazing Association, LLC	3/1/2013	2/28/2017	222

4903037	Hill Land and Livestock	3/1/2012	2/28/2022	1144
	Jolley Livestock Grazing			
4903043		3/1/2010	2/28/2020	4489
	Association, LLC			

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Schedule 7 Permitted Interests

4903083	Stratton Sheep Co.	10/1/2008	9/30/2018	22577
4903152	Salisbury Livestock Co.	3/1/2012	2/28/2015	3340
4903266	Peterson Livestock, LLC	10/1/2009	12/31/2018	93

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Schedule 7 Permitted Interests

The **Stewart Creek Grazing Allotment** is known to include, at least, the following specific grazing leases:

WY10102 STEWART CREEK

Authorization Number	Permittee	Effective Date	Expiration Date	Permitted Animal Units as of 5/9/2013
4903015	Jess and Debbi Bartlett	3/1/2005	2/28/2015	529
4903092	Stewart Creek LLC (Sun Ranch)	11/18/2008	11/17/2018	4982
4914975	Richard Carter	10/25/2011	10/24/2021	3515

Pathfinder Uranium Project**A. Grazing Leases**

1. Reid Draw Property known grazing lease:

Permittee/Lessee	Recorder Index	Effective Date	Description
Philp Sheep Company	Freemont County, Wyoming Recorder Notice and Memorandum of Grazing Lease Document No. 1201339	June 2, 1999 (20 year primary term, successive periods of 20 years by notification from Lessee within 90 days of expiration)	Includes NWSW and S2SW Section 4, SENE and NESE Section 5, and NENW and W2NE Section 9, all in T33N, R90W, 6 th PM

2. U.S. Mineral Patent No. 49-69-0016 known grazing lease (north of the Shirley Basin entrance road):

Permittee/Lessee	Recorder Index	Effective Date	Description
Cecilia R. Schmitt and Armin A. Schmitt, trustees of the Schmitt Family Living Trust dated August 21, 1999	Carbon County, Book 1087, Page 0101, Document No. 0915686	April 14, 2005 (20 year initial term with four successive 20 year periods)	77.2 acres pursuant to Grazing Lease. Grazing Lease also includes surface acres covered by U.S. Mineral Patent Nos. 49-72-0063 and 49-69-0020.

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B. Rights-of-Way:

Pathfinder (Lucky Mc Mill Sites)	Fremont County, Wyoming Recorder Document No. 1211215, as corrected by Document No. 2012-1350816	Dated April 7, 2000, corrected March 8, 2012	<p>5.98 Acres, being a strip of land 200 feet in width, 100 feet on each side of a centerline over and across a portion of Mineral Survey No. 649 and located in the NE¹/₄SE¹/₄ and the SE¹/₄ NE¹/₄ of Section 22, T33N, R90W, 6th PM</p> <p>0.05 Acres, being a parcel of land located in the SE¹/₄NE¹/₄ of Section 22, T33N, R90W, 6th PM</p> <p>0.18 Acres, being a parcel of land located in the SE¹/₄NW¹/₄SW¹/₄NW¹/₄ of Section 23, T33N, R90W, 6th PM</p>
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C. Reserved Surface Rights:

Surface Rights Owner	Recorder Index No.	Description
State of Wyoming	Carbon County, Wyoming Recorder, recorded on March 12, 1940 in Book 0227, Page 263	The surface of U.S. Mining Patent No. 49-69-0017 lying within SE ¹ / ₄ of Section 17, N ¹ / ₂ NE ¹ / ₄ and the SW ¹ / ₄ NE ¹ / ₄ of Section 20, previously patented from the USA to the State of Wyoming, reserving surface rights for mining
Cecilia R. and Armin A. Schmitt	Carbon County, Wyoming Recorder, recorded Quitclaim Deed with Reservation of Rights, dated effective as of April 14, 2005, and recorded at Book 1081, Page 0100, and corrected at Book 1107, Page 0092	101.8 Surface Acres (more or less), being located on the surface of U.S. Mining Patent No. 49-69-0017 located within SE ¹ / ₄ SW ¹ / ₄ of Section 17 and E ¹ / ₂ NW ¹ / ₄ of Section 20, in each case within T28N, R78W, 6 th PM, reserving surface rights for mining without further compensation
Cronberg Bros., Inc.	Carbon County, Wyoming Recorder, recorded Quitclaim Deed with Reservation of Easement Rights, effective as of April 10, 2005, and recorded at Book 1087, Page 0096 and corrected at Book 1107, Page 0093	9.5 Surface Acres (more or less), being located on the surface of U.S. Mining Patent No. 49-69-0017 lying within the SW ¹ / ₄ SW ¹ / ₄ of Section 17 and the W ¹ / ₂ NW ¹ / ₄ of Section 20, T28N, R78W, 6 th PM, reserving surface rights for mining without further compensation

Schedule 7 Permitted Interests

D. Right for Power Transmission Line:

Rights Owner	Permit No.	Description
1. High Plains Power (previously Hot Springs R.E.A., Inc.)	WYW046984	Lucky Mc Mill Sites in Fremont County, Wyoming within lands described by Mining Patent No. 49-69-0038
2. Union Telephone Co., Inc.	WYW071205	Shirley Basin, Section 32, T28N, R78W,

E. Right of First Refusal:

Reid Draw Property in Fremont County, Wyoming: Right of First Refusal Agreement dated June 2, 1999, recorded as Document 1201340, granting to Philp Sheep Company a right to repurchase the property for One Dollar (\$1.00) if Pathfinder contemplates the transfer of fee title of the property to other than an affiliate or governmental entity; tract includes NWSW and S2SW Section 4, SENE and NESE Section 5, and NENW and W2NE Section 9, all in T33N, R90W, Fremont County, Wyoming.

Schedule 8

Permitted Royalties

The following royalties exist with respect to the Project Areas:

1. Lost Creek

Lost Creek Project

State of Wyoming: Royalty as set forth in State Lease 0-40814 and provided by law

LC West Project

State of Wyoming: Royalty as set forth in State Lease 0-41041 and provided by law

LC South Project

Royalties on mining claims: one percent of total gross proceeds of uranium concentrate (U₃O₈) yellowcake extracted by processing or beneficiation from uranium ores produced or sold from the 206 unpatented mining claims on the following list:

Claim	Sec	Twp	Rng	County	Original Recordation Rec/Book/Page	State	BLM Serial / Claim No.
Arrow No. 10	10, 11	24N	92W	Sweetwater	1459585;1045;1590	WYOMING	WMC272645
E.R. #1	10	24N	92W	Sweetwater	1469456;1056;1396	WYOMING	WMC274408
E.R. #2	10	24N	92W	Sweetwater	1469457;1056;1397	WYOMING	WMC274409
E.R. #3	10	24N	92W	Sweetwater	1469458;1056;1398	WYOMING	WMC274410
E.R. #4	10	24N	92W	Sweetwater	1469459;1056;1399	WYOMING	WMC274411
E.R. #5	10	24N	92W	Sweetwater	1469460;1056;1400	WYOMING	WMC274412
E.R. #6	10	24N	92W	Sweetwater	1469461;1056;1401	WYOMING	WMC274413
E.R. #7	10	24N	92W	Sweetwater	1469462;1056;1402	WYOMING	WMC274414
E.R. #8	10	24N	92W	Sweetwater	1469463;1056;1403	WYOMING	WMC274415
E.R. #9	10	24N	92W	Sweetwater	1469464;1056;1404	WYOMING	WMC274416

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E.R. #10	10	24N 92W Sweetwater	1469465;1056;1405	WYOMING	WMC274417
E.R. GAP 1	10	24N 92W Sweetwater	1538304;1124;1051	WYOMING	WMC294438
E.R. GAP 2	10	24N 92W Sweetwater	1538305;1124;1052	WYOMING	WMC294439
LCS 125	29	25N 92W Sweetwater	1520936;1108;1026	WYOMING	WMC292171
LCS 126	29	25N 92W Sweetwater	1520937;1108;1027	WYOMING	WMC292172
LCS 127	29	25N 92W Sweetwater	1520938;1108;1028	WYOMING	WMC292173
LCS 128	29	25N 92W Sweetwater	1520939;1108;1029	WYOMING	WMC292174
LCS 129	29	25N 92W Sweetwater	1520940;1108;1030	WYOMING	WMC292175
LCS 130	29	25N 92W Sweetwater	1520941;1108;1031	WYOMING	WMC292176
LCS 131	29	25N 92W Sweetwater	1520942;1108;1032	WYOMING	WMC292177

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Schedule 8 Permitted Royalties

LCS 132	29	25N 92W Sweetwater	1520943;1108;1033	WYOMING	WMC292178
LCS 242	28, 29	25N 92W Sweetwater	1536620;1123;0452	WYOMING	WMC294213
LCS 244	28	25N 92W Sweetwater	1536622;1123;0454	WYOMING	WMC294215
LCS 246	28	25N 92W Sweetwater	1536624;1123;0456	WYOMING	WMC294217
LCS 248	28	25N 92W Sweetwater	1536626;1123;0458	WYOMING	WMC294219
LCS 250	28	25N 92W Sweetwater	1536628;1123;0460	WYOMING	WMC294221
LCS 252	28	25N 92W Sweetwater	1536630;1123;0462	WYOMING	WMC294223
LCS 254	28	25N 92W Sweetwater	1536632;1123;0464	WYOMING	WMC294225
LCS 256	28	25N 92W Sweetwater	1536634;1123;0466	WYOMING	WMC294227
LCS 258	28	25N 92W Sweetwater	1536636;1123;0468	WYOMING	WMC294229
LCS 260	27, 28	25N 92W Sweetwater	1536638;1123;0470	WYOMING	WMC294231
LCS 262	27	25N 92W Sweetwater	1536640;1123;0472	WYOMING	WMC294233
LCS 264	27	25N 92W Sweetwater	1536642;1123;0474	WYOMING	WMC294235
LCS 277	28, 29	25N 92W Sweetwater	1536655;1123;0487	WYOMING	WMC294248
LCS 278	28	25N 92W Sweetwater	1536656;1123;0488	WYOMING	WMC294249
LCS 279	28	25N 92W Sweetwater	1536657;1123;0489	WYOMING	WMC294250
LCS 280	27, 28	25N 92W Sweetwater	1536658;1123;0490	WYOMING	WMC294251
LCS 286	21, 22, 27, 28	25N 92W Sweetwater	1536659;1123;0491	WYOMING	WMC294252
LCS 287	27, 28	25N 92W Sweetwater	1536660;1123;0492	WYOMING	WMC294253
LCS 288	22, 27	25N 92W Sweetwater	1536661;1123;0493	WYOMING	WMC294254
LCS 289	27	25N 92W Sweetwater	1536662;1123;0494	WYOMING	WMC294255
LCS 290	22, 27	25N 92W Sweetwater	1536663;1123;0495	WYOMING	WMC294256
LCS 291	27	25N 92W Sweetwater	1536664;1123;0496	WYOMING	WMC294257
Sage # 1	3	24N 92W Sweetwater	1536108;1122;1306	WYOMING	WMC293768
Sage # 2	3, 4	24N 92W Sweetwater	1536109;1122;1308	WYOMING	WMC293769
Sage # 3	3	24N 92W Sweetwater	1536110;1122;1310	WYOMING	WMC293770
Sage # 4	3, 4	24N 92W Sweetwater	1536111;1122;1312	WYOMING	WMC293771
Sage # 5	3	24N 92W Sweetwater	1536112;1122;1314	WYOMING	WMC293772
Sage # 6	3, 4	24N 92W Sweetwater	1536113;1122;1316	WYOMING	WMC293773
Sage # 7	3	24N 92W Sweetwater	1536114;1122;1318	WYOMING	WMC293774
Sage # 8	3, 4	24N 92W Sweetwater	1536115;1122;1320	WYOMING	WMC293775
Sage # 9	3	24N 92W Sweetwater	1536116;1122;1322	WYOMING	WMC293776
Sage # 10	3, 4	24N 92W Sweetwater	1536117;1122;1324	WYOMING	WMC293777
Sage # 11	3	24N 92W Sweetwater	1536118;1122;1326	WYOMING	WMC293778
Sage # 12	3, 4	24N 92W Sweetwater	1536119;1122;1328	WYOMING	WMC293779
Sage # 13	3	24N 92W Sweetwater	1536120;1122;1330	WYOMING	WMC293780
Sage # 14	3, 4	24N 92W Sweetwater	1536121;1122;1332	WYOMING	WMC293781
Sage # 15	3	24N 92W Sweetwater	1536122;1122;1334	WYOMING	WMC293782
Sage # 16	3, 4	24N 92W Sweetwater	1536123;1122;1336	WYOMING	WMC293783
Sage # 17	3, 10	24N 92W Sweetwater	1536124;1122;1338	WYOMING	WMC293784
Sage # 18	3, 4, 9, 10	24N 92W Sweetwater	1536125;1122;1340	WYOMING	WMC293785

Schedule 8 Permitted Royalties

Sage # 19	10	24N 92W Sweetwater	1536126;1122;1342	WYOMING	WMC293786
Sage # 20	9, 10	24N 92W Sweetwater	1536127;1122;1344	WYOMING	WMC293787
Sage # 21	4	24N 92W Sweetwater	1536128;1122;1346	WYOMING	WMC293788
Sage # 22	4	24N 92W Sweetwater	1536129;1122;1348	WYOMING	WMC293789
Sage # 23	4	24N 92W Sweetwater	1536130;1122;1350	WYOMING	WMC293790
Sage # 24	4	24N 92W Sweetwater	1536131;1122;1352	WYOMING	WMC293791
Sage # 25	4	24N 92W Sweetwater	1536132;1122;1354	WYOMING	WMC293792
Sage # 26	4	24N 92W Sweetwater	1536133;1122;1356	WYOMING	WMC293793
Sage # 27	4	24N 92W Sweetwater	1536134;1122;1358	WYOMING	WMC293794
Sage # 28	4	24N 92W Sweetwater	1536135;1122;1360	WYOMING	WMC293795
Sage # 29	4	24N 92W Sweetwater	1536136;1122;1362	WYOMING	WMC293796
Sage # 30	4	24N 92W Sweetwater	1536137;1122;1364	WYOMING	WMC293797
Sage # 31	4	24N 92W Sweetwater	1536138;1122;1366	WYOMING	WMC293798
Sage # 32	4	24N 92W Sweetwater	1536139;1122;1368	WYOMING	WMC293799
Sage # 33	4	24N 92W Sweetwater	1536140;1122;1370	WYOMING	WMC293800
Sage # 34	4	24N 92W Sweetwater	1536141;1122;1372	WYOMING	WMC293801
Sage # 35	4	24N 92W Sweetwater	1536142;1122;1374	WYOMING	WMC293802
Sage # 36	4	24N 92W Sweetwater	1536143;1122;1376	WYOMING	WMC293803
Sage # 37	4, 9	24N 92W Sweetwater	1536144;1122;1378	WYOMING	WMC293804
Sage # 38	4, 9	24N 92W Sweetwater	1536145;1122;1380	WYOMING	WMC293805
Sage # 39	9	24N 92W Sweetwater	1536146;1122;1382	WYOMING	WMC293806
Sage # 40	9	24N 92W Sweetwater	1536147;1122;1384	WYOMING	WMC293807
Sage # 41	4, 5	24N 92W Sweetwater	1536148;1122;1386	WYOMING	WMC293808
Sage # 42	5	24N 92W Sweetwater	1536149;1122;1388	WYOMING	WMC293809
Sage # 43	4, 5	24N 92W Sweetwater	1536150;1122;1390	WYOMING	WMC293810
Sage # 44	5	24N 92W Sweetwater	1536151;1122;1392	WYOMING	WMC293811
Sage # 45	4, 5	24N 92W Sweetwater	1536152;1122;1394	WYOMING	WMC293812
Sage # 46	5	24N 92W Sweetwater	1536153;1122;1396	WYOMING	WMC293813
Sage # 47	4, 5	24N 92W Sweetwater	1536154;1122;1398	WYOMING	WMC293814
Sage # 48	5	24N 92W Sweetwater	1536155;1122;1400	WYOMING	WMC293815
Sage # 49	4, 5	24N 92W Sweetwater	1536156;1122;1402	WYOMING	WMC293816
Sage # 50	5	24N 92W Sweetwater	1536157;1122;1404	WYOMING	WMC293817
Sage # 51	4, 5	24N 92W Sweetwater	1536158;1122;1406	WYOMING	WMC293818
Sage # 52	5	24N 92W Sweetwater	1536159;1122;1408	WYOMING	WMC293819
Sage # 53	4, 5	24N 92W Sweetwater	1536160;1122;1410	WYOMING	WMC293820
Sage # 54	5	24N 92W Sweetwater	1536161;1122;1412	WYOMING	WMC293821
Sage # 55	4, 5	24N 92W Sweetwater	1536162;1122;1414	WYOMING	WMC293822
Sage # 56	5	24N 92W Sweetwater	1536163;1122;1416	WYOMING	WMC293823
Sage # 57	4, 5, 8, 9	24N 92W Sweetwater	1536164;1122;1418	WYOMING	WMC293824
Sage # 58	5, 8	24N 92W Sweetwater	1536165;1122;1420	WYOMING	WMC293825
Sage # 59	8, 9	24N 92W Sweetwater	1536166;1122;1422	WYOMING	WMC293826
Sage # 60	8	24N 92W Sweetwater	1536167;1122;1424	WYOMING	WMC293827

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SAGE 271	4	24N	92W	Sweetwater	1539382;1125;0654	WYOMING	WMC294725
	34	25N	92W				
SAGE 272	4	24N	92W	Sweetwater	1539383;1125;0655	WYOMING	WMC294726
	34	25N	92W				
SAGE 273	34	25N	92W	Sweetwater	1539384;1125;0656	WYOMING	WMC294727
SAGE 274	34	25N	92W	Sweetwater	1539385;1125;0657	WYOMING	WMC294728
SAGE 275	34	25N	92W	Sweetwater	1539386;1125;0658	WYOMING	WMC294729
SAGE 276	34	25N	92W	Sweetwater	1539387;1125;0659	WYOMING	WMC294730
SAGE 277	34	25N	92W	Sweetwater	1539388;1125;0660	WYOMING	WMC294731
SAGE 278	34	25N	92W	Sweetwater	1539389;1125;0661	WYOMING	WMC294732
SAGE 279	34	25N	92W	Sweetwater	1539390;1125;0662	WYOMING	WMC294733
SAGE 280	34	25N	92W	Sweetwater	1539391;1125;0663	WYOMING	WMC294734
SAGE 281	34	25N	92W	Sweetwater	1539392;1125;0664	WYOMING	WMC294735
SAGE 282	34	25N	92W	Sweetwater	1539393;1125;0665	WYOMING	WMC294736
SAGE 283	34	25N	92W	Sweetwater	1539394;1125;0666	WYOMING	WMC294737
SAGE 284	34	25N	92W	Sweetwater	1539395;1125;0667	WYOMING	WMC294738
SAGE 285	34	25N	92W	Sweetwater	1539396;1125;0668	WYOMING	WMC294739
SAGE 286	34	25N	92W	Sweetwater	1539397;1125;0669	WYOMING	WMC294740
SAGE 287	27, 34	25N	92W	Sweetwater	1539398;1125;0670	WYOMING	WMC294741
SAGE 288	27, 34	25N	92W	Sweetwater	1539399;1125;0671	WYOMING	WMC294742
SAGE 341	3, 10	24N	92W	Sweetwater	1539400;1125;0672	WYOMING	WMC294743
SAGE 342	3	24N	92W	Sweetwater	1539401;1125;0673	WYOMING	WMC294744
SAGE 343	3	24N	92W	Sweetwater	1539402;1125;0674	WYOMING	WMC294745
SAGE 344	3	24N	92W	Sweetwater	1539403;1125;0675	WYOMING	WMC294746
SAGE 345	3	24N	92W	Sweetwater	1539404;1125;0676	WYOMING	WMC294747
SAGE 346	3	24N	92W	Sweetwater	1539405;1125;0677	WYOMING	WMC294748
SAGE 347	3	24N	92W	Sweetwater	1539406;1125;0678	WYOMING	WMC294749
SAGE 348	3	24N	92W	Sweetwater	1539407;1125;0679	WYOMING	WMC294750
SAGE 349	3	24N	92W	Sweetwater	1539408;1125;0680	WYOMING	WMC294751
	35	25N	92W				
SAGE 370	26, 27	25N	92W	Sweetwater	1539409;1125;0681	WYOMING	WMC294752
SAGE 371	26	25N	92W	Sweetwater	1539410;1125;0682	WYOMING	WMC294753
SAGE 372	26, 27	25N	92W	Sweetwater	1539411;1125;0683	WYOMING	WMC294754
SAGE 373	26	25N	92W	Sweetwater	1539412;1125;0684	WYOMING	WMC294755
SAGE 374	26, 27	25N	92W	Sweetwater	1539413;1125;0685	WYOMING	WMC294756
SAGE 375	26	25N	92W	Sweetwater	1539414;1125;0686	WYOMING	WMC294757
SAGE 376		25N	92W	Sweetwater	1539415;1125;0687	WYOMING	WMC294758

Schedule 8 Permitted Royalties

SAGE 382	26, 27	25N 92W Sweetwater	1539421;1125;0693	WYOMING	WMC294764
SAGE 383	26	25N 92W Sweetwater	1539422;1125;0694	WYOMING	WMC294765
SAGE 384	22, 23, 26, 27	25N 92W Sweetwater	1539423;1125;0695	WYOMING	WMC294766
SAGE 385	23, 26	25N 92W Sweetwater	1539424;1125;0696	WYOMING	WMC294767
SAGE 386	22, 23	25N 92W Sweetwater	1539425;1125;0697	WYOMING	WMC294768
SAGE 387	23	25N 92W Sweetwater	1539426;1125;0698	WYOMING	WMC294769
SAGE 388	22, 23	25N 92W Sweetwater	1539427;1125;0699	WYOMING	WMC294770
SAGE 389	23	25N 92W Sweetwater	1539428;1125;0700	WYOMING	WMC294771
SAGE 390	22, 23	25N 92W Sweetwater	1539429;1125;0701	WYOMING	WMC294772
SAGE 391	23	25N 92W Sweetwater	1539430;1125;0702	WYOMING	WMC294773
SAGE 404	26	25N 92W Sweetwater	1539431;1125;0703	WYOMING	WMC294774
SAGE 405	25, 26	25N 92W Sweetwater	1539432;1125;0704	WYOMING	WMC294775
SAGE 406	26	25N 92W Sweetwater	1539433;1125;0705	WYOMING	WMC294776
SAGE 407	25, 26	25N 92W Sweetwater	1539434;1125;0706	WYOMING	WMC294777
SAGE 408	26	25N 92W Sweetwater	1539435;1125;0707	WYOMING	WMC294778
SAGE 409	25, 26	25N 92W Sweetwater	1539436;1125;0708	WYOMING	WMC294779
SAGE 410	26	25N 92W Sweetwater	1539437;1125;0709	WYOMING	WMC294780
SAGE 411	25, 26	25N 92W Sweetwater	1539438;1125;0710	WYOMING	WMC294781
SAGE 412	26	25N 92W Sweetwater	1539439;1125;0711	WYOMING	WMC294782
SAGE 413	25, 26	25N 92W Sweetwater	1539440;1125;0712	WYOMING	WMC294783
SAGE 414	26	25N 92W Sweetwater	1539441;1125;0713	WYOMING	WMC294784
SAGE 415	25, 26	25N 92W Sweetwater	1539442;1125;0714	WYOMING	WMC294785
SAGE 416	26	25N 92W Sweetwater	1539443;1125;0715	WYOMING	WMC294786
SAGE 417	25, 26	25N 92W Sweetwater	1539444;1125;0716	WYOMING	WMC294787
SAGE 418	23, 26	25N 92W Sweetwater	1539445;1125;0717	WYOMING	WMC294788
SAGE 419	23, 24, 25, 26	25N 92W Sweetwater	1539446;1125;0718	WYOMING	WMC294789
SAGE 420	23	25N 92W Sweetwater	1539447;1125;0719	WYOMING	WMC294790
SAGE 421	23, 24	25N 92W Sweetwater	1539448;1125;0720	WYOMING	WMC294791
SAGE 422	23	25N 92W Sweetwater	1539449;1125;0721	WYOMING	WMC294792
SAGE 423	23, 24	25N 92W Sweetwater	1539450;1125;0722	WYOMING	WMC294793
SAGE 424	23	25N 92W Sweetwater	1539451;1125;0723	WYOMING	WMC294794
SAGE 425	23, 24	25N 92W Sweetwater	1539452;1125;0724	WYOMING	WMC294795
SAGE 450	25	25N 92W Sweetwater	1539463;1125;0735	WYOMING	WMC294806
SAGE 451	25	25N 92W Sweetwater	1539464;1125;0736	WYOMING	WMC294807
SAGE 452	24, 25	25N 92W Sweetwater	1539465;1125;0737	WYOMING	WMC294808
SAGE 453	24, 25	25N 92W Sweetwater	1539466;1125;0738	WYOMING	WMC294809
SAGE 454	24	25N 92W Sweetwater	1539467;1125;0739	WYOMING	WMC294810
SAGE 455	24	25N 92W Sweetwater	1539468;1125;0740	WYOMING	WMC294811
SAGE 456	24	25N 92W Sweetwater	1539469;1125;0741	WYOMING	WMC294812
SAGE 457	24	25N 92W Sweetwater	1539470;1125;0742	WYOMING	WMC294813
SAGE 458	24	25N 92W Sweetwater	1539471;1125;0743	WYOMING	WMC294814

Schedule 8 Permitted Royalties

SAGE 459	24	25N 92W Sweetwater	1539472;1125;0744	WYOMING	WMC294815
TOBY GAP 1	14	24N 92W Sweetwater	1538306;1124;1053	WYOMING	WMC294440
TOBY GAP 2	10, 15	24N 92W Sweetwater	1538307;1124;1054	WYOMING	WMC294441
Toby No. 1	10, 11, 14, 15	24N 92W Sweetwater	1469466;1056;1406	WYOMING	WMC274448
Toby No. 2	11, 14	24N 92W Sweetwater	1469467;1056;1407	WYOMING	WMC274449
Toby No. 3	14, 15	24N 92W Sweetwater	1469468;1056;1408	WYOMING	WMC274450
Toby No. 4	14	24N 92W Sweetwater	1469469;1056;1409	WYOMING	WMC274451
Toby No. 5	14, 15	24N 92W Sweetwater	1469470;1056;1410	WYOMING	WMC274452
Toby No. 6	14	24N 92W Sweetwater	1469471;1056;1411	WYOMING	WMC274453
Toby No. 7	14	24N 92W Sweetwater	1469472;1056;1412	WYOMING	WMC274454
Toby No. 8	10, 15	24N 92W Sweetwater	1469473;1056;1413	WYOMING	WMC274455
Toby No. 9	10	24N 92W Sweetwater	1469474;1056;1414	WYOMING	WMC274456
Toby No. 10	10, 11	24N 92W Sweetwater	1469475;1056;1415	WYOMING	WMC274457
UFO #1	29	25N 92W Sweetwater	1467984;1054;1744	WYOMING	WMC274319
UFO #2	28, 29	25N 92W Sweetwater	1467985;1054;1745	WYOMING	WMC274320
UFO #3	28	25N 92W Sweetwater	1467986;1054;1746	WYOMING	WMC274321
UFO #4	28	25N 92W Sweetwater	1467987;1054;1747	WYOMING	WMC274322
UFO #5	28	25N 92W Sweetwater	1467988;1054;1748	WYOMING	WMC274323
UFO #6	28	25N 92W Sweetwater	1467989;1054;1749	WYOMING	WMC274324
UFO #7	28	25N 92W Sweetwater	1467990;1054;1750	WYOMING	WMC274325
UFO #8	28	25N 92W Sweetwater	1467991;1054;1751	WYOMING	WMC274326
UFO #9	28	25N 92W Sweetwater	1467992;1054;1752	WYOMING	WMC274327
UFO #10	28	25N 92W Sweetwater	1467993;1054;1753	WYOMING	WMC274328

2.

Shirley Basin

(1)

a. Tailings Area at Spring Creek, totaling 221.26 acres

A tract of land (tailings) located within SWNWNE Section 27, T28N, R78W, Carbon County, Wyoming, as more particularly described in that certain Warranty Deed executed by Nall Ranches, Inc. in favor of the Company, dated as of January 20, 1976, recorded in Book 633, Page 459, containing approximately 4 surface acres.

A tract of land (tailings extension) located within portions of Sections 22, 26 and 27, T28N, R78W, Carbon County, Wyoming, as more particularly described in that certain Warranty Deed executed by Cecilia Ruth Schmitt and Armin A. Schmitt in favor of the Company, dated as of June 16, 1995, recorded in Book 919, Page 867, containing approximately 152.8 surface acres.

Portions (Spring Creek) of Sections 22, 26 and 27, T28N, R78W more particularly described in that certain Land Use Restrictive Covenant and Access Agreement executed by Cecilia Ruth Schmitt and Armin A. Schmitt in favor of the Company, dated effective April 14, 2005, recorded in Book 1087, Page 0102; containing approximately 64.45 acres.

b. Area 5: Mineral Acres (30) Acquired from Nall

N2NWSE and NWNESE Section 20, T28N, R78W, all in Carbon County, Wyoming, containing approximately 30 mineral acres.

Schedule 8 Permitted Royalties

Pursuant to that certain Minerals Quitclaim Deed executed by Catherine Wiloth and Bettie Noonan, et al., in favor of the Company, dated effective as of April 14, 2005, recorded in Book 1079, Page 0155, covering minerals in the lands described in both **Sections (1a) and (b) above**, reserving:

Ten percent (10%) of the Ore Value (as defined herein) of uranium and other fissionable minerals commingled therewith or mined in conjunction therewith, mined and sold from the Subject Property (the "Uranium Royalty"); For purposes of calculating the Uranium Royalty, "Ore Value" means \$1.50 per pound of uranium sold times an escalation factor of "X" divided by 16, where "X" is the published spot price for U3O8 by The Ux Consulting Company, L.L.C. for the month uranium is sold from the Subject Property.

Three percent (3%) of Gross Proceeds (as defined herein) received by Grantee from arm's length sales of coal mined or processed and sold by Grantee from the Subject Property (the "Coal Royalty"). For purposes of calculating the Coal Royalty, "Gross Proceeds" shall mean: (a) the proceeds received by Grantee from the sale of coal FOB railcars at the tippel at which coal mined from the Subject Property is prepared or loaded, without deduction; (b) the proceeds received by Grantee of the sale of gaseous by-products of coal (but not including coalbed methane) FOB the pipeline for transportation to a buyer, without deduction; and (c) any payment received by Grantee in lieu of production of the coal and coal by-products. The Coal Royalty shall be payable on all coal and by-products of coal, including but not limited to, gas produced from the underground coal gasification, but not including coalbed methane and other minerals that comprise part of the oil and gas estate;

Twelve and one-half percent (12½%) of the gross proceeds received by Grantee from the sale of oil, gas, casinghead gas, and other hydrocarbon substances, including without limitation, coalbed methane, produced, saved, marketed and sold from the Subject Property; and

Five percent (5%) of the gross proceeds received by Grantee from the sale of the ore of any other hardrock minerals commingled with uranium and other locatable minerals or mined in conjunction therewith, mined, marketed and sold from the Subject Property.

Payable to:

Catherine Wiloth 38 %

Carrie Jean Wiloth	4	%
Julia Ann Dixon	4	%
Nancy Jane O'Farrell	4	%
Bettie Lou Noonan	30	%
Dennis V. Noonan	4	%
Michael D. Noonan	4	%
Mark T. Noonan	4	%
Kelly Ann Leslie	4	%
Marybeth Noonan		4%
Total	100	%

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Schedule 8 Permitted Royalties

(2) Area 5: Acres Acquired from Cronberg

SENE Section 20, T28N, R78W, Carbon County, Wyoming, containing approximately 40 acres.

Pursuant to that certain Minerals Quitclaim Deed executed by Cronberg Bros., Inc. to Pathfinder Mines Corporation, dated effective as of April 10, 2005, recorded in Book 1087, Page 0097 reserving

“. . .royalty in the amount of **Ten percent (10%) of the Ore Value** (as defined herein) of uranium, uranium bearing ores, and other fissionable minerals commingled therewith or mined in conjunction therewith, mined and sold from the Subject Property (the “Uranium Royalty”); For purposes of calculating the Uranium Royalty, “Ore Value” means \$1.50 per pound of uranium sold times an escalation factor of “X” divided by 16, where “X” is the published spot price for U3O8 by The UX Consulting Company, L.L.C. for the month uranium is sold from the Subject Property.”

Payable to: CRONBERG BROS., INC., Medicine Bow, Wyoming.

(3) Area 5: Patented Claim

U.S. Mining Patent No. 49-69-0017 (Area 5) embracing a portion of Sections 17 and 20, T28N, R78W, Carbon County, Wyoming, recorded in Book 519, Page 495, containing 210.961 mineral acres.

Pursuant to Royalty Quitclaim Deed, dated as of May 6, 2005, granted by Pathfinder to Catherine Wiloth, et al., recorded in Book 1079, Page 0156, granting

“a non-participating royalty . . . in the total amount of **Five (5%) Percent of the Ore Value** . . . of uranium and other locatable minerals . . . mined and sold from the real property”

Payable to:

Catherine Wiloth	38 %
Carrie Jean Wiloth	4 %
Julia Ann Dixon	4 %
Nancy Jane O'Farrell	4 %
Bettie Lou Noonan	30 %
Dennis V. Noonan	4 %
Michael D. Noonan	4 %
Mark T. Noonan	4 %
Kelly Ann Leslie	4 %
Marybeth Noonan	4 %
Total	100 %

A 0.5% royalty in favor of Joe M. Whitaker encumbering the Foo claims (Assignment of Interest dated November 15, 1957, Book 380, Page 451-452, recorded December 2, 1957) out of U.S. Mining Patent No. 49-69-0017 (Northern portion of Area 5) may exist. The royalty appears to have been quitclaimed to Sasso and Simmons (April 9, 1958, Book 386, Page 219, recorded April 21, 1958) a predecessor-in-interest to the Company. However, both a March 28, 1960 purchase agreement and a June 24, 1960 mortgage from Sasso and Simmons to Utah Mining Corporation (Book 417, Page 131, recorded July 5, 1960) relating to the mining claims state they are subject to the Whitaker overriding royalty.

Schedule 8 Permitted Royalties

(4) Davey Crocket Patented Claim (Area 8 backslope)

U.S. Mining Patent No. 49-73-0065 (Davey Crocket No. 2) located within the NE ¼ Section 32, T28N, R78W, containing 16.428 acres.

pursuant to Mineral Quitclaim Deed, between Atlantic Richfield Company and Getty Oil Company, dated as of June 18, 1981;

4% FMV or in-kind royalty

Payable to Atlantic Richfield (now Franco-Nevada U.S. Corporation)

and pursuant to Quitclaim Deed, between American Nuclear Corporation and Atlantic Richfield Company dated December 19, 1968, as recorded in Book 529, Page 101, on January 31, 1969.

6% royalty

Payable to American Nuclear Corporation out of which a 5% Circ 5 and 6 royalty would be payable to original locators pursuant to several Mineral Deeds, dated September 19, 1959, Book 442, Pages 156, 160 and 164, recorded on November 13, 1962, from Woodin, Wack, Kruse, Rose, Harnett, Stevens, and Karchner to Gas Hills Uranium Company.

(5) Area 3 - Heward Fee

SWSW Sec 25; N2SE, SESE Sec 26, T28N, R78W, Carbon County, Wyoming, including approximately 156.9 acres

Pursuant to Minerals Lease by and between Agnes J. Heward and Lucky Mc Uranium Corporation, dated as of September 26, 1977, amended by letter agreement dated October 30, 1985.

5% of U3O8 concentrates royalty

5% of 90% of U3O8 solution mined

10% of Value of Ores of Other Minerals

Payable to Heward as provided therein.

3. Lucky Mc

(1) Project 7 State Lease

Section 36:S2NW, SW, W2SE, T33N, R90W, including 320 acres in Fremont County, Wyoming.

Pursuant to Uranium Mining Lease 0-42115 by and between the State of Wyoming and the Company, dated as of April 2, 2007

5% ore value royalty as provided therein, and as may be modified by regulations by the Office of State Lands and Investments.

Payable to the State of Wyoming.

(2) West Gas Hills State Lease

Pt. SENE Sec 1, T32N, R91W; Pt. SESW, Pt. SE, Pt SWNW Sec. 6, T32N, R90W; Pt N2N2 Sec. 7 T32N, R90W, totaling 87.5 acres in Fremont County, Wyoming.

Pursuant to Uranium Mining Lease 0-41765 by and between the State of Wyoming and the Company, dated as of February 2, 2007

5% ore value royalty as provided therein, and as may be modified by regulations by the Office of State Lands and Investments.

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Schedule 8 Permitted Royalties

Payable to the State of Wyoming.

And pursuant to Agreement by and between Green River Oil & Uranium Company, Lucky Mc Uranium Corporation, Globe Mining Company, and L.V. Abbott, et al, dated January 25, 1960, recorded in Book 185 Mining, Page 257; and unrecorded Mining Deed by and between Utah Construction & Mining Co. and L.V. Abbott, et al, dated as of May 18 1964; and unrecorded Agreement dated October 1, 1971 between Utah Construction and Mining Company and L.V. Abbott et al; in concert providing royalty to L.V. Abbott et al.

8.5% to 10% royalty (defined to be of \$3.75/lb.x Yellowcake Sale Price / 8)

Payable to L.V. Abbott et al. 8% on production from Parcel A (northern part), and 10% royalty on production from Parcel B (southern part) of this State Uranium Lease 0-41765;

and 5% royalty

Payable to Globe Mining Company (now Union Carbide Corporation) on production from Parcel B (southern part) of State Uranium Lease 0-41765

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Schedule 9

UCC Financing Statements

Filing Date	Filing Number	Secured Party	Comments
April 7, 2009	2009F029963	Wells Fargo Financial Leasing, Inc. 800 Walnut street MAC F-40310040 Des Moines, IA 50309	KM Copier, Serial No. 2550 A30388668 1 and all existing and future accession, accessories, attachments, replacements, replacement parts, additions, substitutions and repairs thereto, software programs embedded therein and all proceeds (cash and non-cash) including the proceeds of all insurance policies, thereof.
January 24, 2011	20112003589	U.S. Bankcorp Business Equipment Finance Group 1310 Madrid Street Marshall, MN 56258	1 XER-W7545P XKP510533; 1 XER-W7545P XKP510533C; 1 Sharp ARM455NV 55033324; 1 HP CB357A CNB9M18982; 1 HP CB357A CNB9M18986; 1 HP CB357A CNBJB42033; 1 HP CB357A CNBJL29657; 1 HP CB357A CNBJP99115; 1 HP CB357A CNBJS41140; 1 HP Q3702A CNGHG09159; 1 KYOCERA FS3300C XPJ8729530; 1 HP Q3702A ZCNGHG09159C

Schedule 9 Permitted Royalties

September 28, 2012	20122054934	John Deere Construction & Forestry Company 6400 NW 86 th St. Johnston, IA 50131	John Deere 410K Wheel Loader Backhoe S/N: 230763; John Deere 410K Wheel Loader Backhoe S/N: 225478; together with (1) all attachments, accessories and components, repairs and improvements, (2) all accounts, general intangibles, contract rights and chattel paper relating thereto, and (3) all proceeds, thereto including, without limitation, insurance, sale, lease and rental proceeds, and proceeds of proceeds.
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September 28, 2012	20122054937	John Deere Construction & Forestry Company 6400 NW 86 th St. Johnston, IA 50131	John Deere 544K Wheel Loader S/N: 645058 together with (1) all attachments, accessories and components, repairs and improvements, (2) all accounts, general intangibles, contract rights and chattel paper relating thereto, and (3) all proceeds, thereto including, without limitation, insurance, sale, lease and rental proceeds, and proceeds of proceeds.
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Schedule 9 Signing page

Signing page

Executed as an agreement

Borrower

Signed for

Ur-Energy USA Inc.

by its authorized
signatory

sign here

Authorized Signatory

print name

Parent

Signed for

Ur-Energy Inc.

by its authorized
signatory

sign here

Authorized Signatory

print name

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Schedule 9 Signing page

Lost Creek

Signed by

Lost Creek ISR, LLC

a Wyoming limited liability
company

by its Member/Manager **Ur
Energy USA Inc.**

sign here

print name Roger L. Smith

its President, Ur Energy USA Inc.

Agent

Signed for
**RMB Resources, a
division of FirstRand
Bank Limited (London
Branch)**
by its authorized signatory

sign here

Authorized Signatory

print name

sign here

Authorized Signatory

print name

Schedule 9 Signing page

Financier

Signed for

RMB Australia
Holdings Limited

by its attorney

sign here

Attorney

print name

in the presence of

sign here

Witness

print name

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

UR-ENERGY INC.

Date: July 3, 2013 By: /s/ Roger Smith
Roger Smith, Chief Financial Officer