

ORIGINAL

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between SYMBIOTICS, LLC, an Idaho limited liability company of P.O. Box 535, Rigby, ID 83442 (hereinafter "Symbiotics") and FREMONT-MADISON IRRIGATION DISTRICT, an Idaho irrigation district of St. Anthony, ID 83445 (hereinafter "Fremont-Madison"), to-wit:

Recitals:

Whereas, pursuant to an active permit held by Symbiotics, granted by the Federal Energy Regulatory Commission (hereinafter "FERC") known as Project No. 11879-000; Symbiotics is in the proceeding to process said permit to a license; and

Whereas, pursuant to an agreement entered into with certain protestants to said permit, an agreement has been struck which requires that in order to have protestants agree to the licensing of the Hydro, Symbiotics must obtain permission from Fremont-Madison to install and operate a fish screen as narrow as 0.25 inch opening; and

Whereas, Fremont-Madison is willing to allow the installation of said fish screen provided Symbiotics agrees to bear all costs of its installation and maintenance, which Symbiotics is willing to do;

Now Therefore it is hereby understood and agreed as follows:

1. Fremont-Madison hereby agrees to grant Symbiotics the authority to install a fish screen at the entrance of Fremont-Madison's "Cross Cut Canal Diversion" which is located immediately up river from the Chester Dam on the Henry's Fork of the Snake River near St. Anthony, Fremont County, Idaho.

2. The dimensions and particulars of the fish screen are those set forth in the attached Exhibit "A".

3. The fish screen shall not be installed until and unless FERC grants a license to operate the Hydro and the necessary funding is in place to construct the Hydro as authorized by FERC.

4. Symbiotics agrees that it shall construct the fish screen according to the specifications of Exhibit "A" and shall do so in a manner and at a time which will not interfere with any diversions required by Fremont-Madison as authorized by its water rights.

5. Symbiotics agrees that it will pay for all the costs associated with the engineering, construction, operation and maintenance of the fish screen to insure that Fremont-Madison receives its full entitlement of diverted water from the Henry's Fork.

6. Symbiotics hereby agrees to indemnify, protect, hold harmless, defend and pay on behalf of Fremont-Madison (including its managers, directors, employees, servants and agents)

any and all liability, penalties, costs, losses, damage, expenses, causes of action, claims or judgments, including Fremont-Madison's attorneys fees, expert witness fees or costs, concerning any injury or death sustained by any person, including Symbiotics' employees, or damage to property of any kind, which injury, death or damage in any way whatsoever, arises out of or is in any way connected with the performance of the obligations and work by Symbiotics under this MOU. Symbiotics' indemnification shall apply to any fault, acts or omissions, willful misconduct or negligent conduct, whether passive or active, on the part of Symbiotics, or its agents or employees.


7. If Symbiotics defaults in performance of any of the terms of this Agreement, then Fremont-Madison without in any manner limiting its legal and equitable remedies may provide Symbiotics a written notice requiring Symbiotics to cause such default to be corrected immediately. Unless within 5 days after such notice to Symbiotics (or immediately if necessary to require the continued flow of water into Fremont-Madison's canal), such default shall be corrected or arrangements for the correction satisfactory to Fremont-Madison shall be made, Fremont-Madison may immediately terminate this Agreement and take over the operations and maintenance for the account and at the expense of Symbiotics, and Symbiotics shall be liable to Fremont-Madison for any related costs or expenses. Fremont-Madison may exercise any rights, claims, or demands which Symbiotics may have against third persons in connection with its default and Symbiotics does hereby assign, transfer, and set over unto Fremont-Madison all such rights, claims, and demands it may have to assist Fremont-Madison to cure a default by Symbiotics.

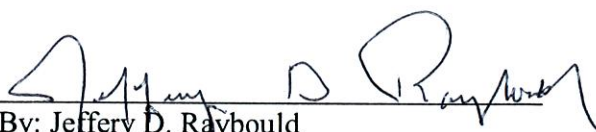
8. Symbiotics may assign all of its rights granted within this Agreement to a third party provided the third party is financially capable and accepts all obligations required of Symbiotics herein.

Dated this 24th day of October, 2007.

Symbiotics, LLC

Fremont-Madison Irrigation District


By: Brent L. Smith
Chief Operating Officer


By: Jeffery D. Raybould
Chairman