



ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT (this "Assignment"), is hereby entered into this 21st day of January, 2016 (the "Effective Date") by and between CARGILL, INCORPORATED ("ASSIGNOR"), KETTLE BUTTE DIGESTER, LLC ("ASSIGNEE") and PACIFICORP ("COMPANY").

RECITALS

WHEREAS, PacifiCorp and Assignor are parties to that certain Power Purchase Agreement (hereinafter the "Contract"), executed on or about February 8, 2011, and as subsequently amended, modified and supplemented from time to time.

WHEREAS, Section 20 of the Contract requires Assignor to provide notice of any proposed assignment of the Contract and gives PacifiCorp the opportunity to object to such proposed assignment.

WHEREAS, Assignor has provided notice of a proposed assignment of the Contract to Assignee in conjunction with the sale of the Facility (as such term is defined in the Contract).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and in consideration of the mutual obligations exchanged in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby assigns to Assignee all rights, title and interest in and to the Contract. Assignee hereby assumes the obligations, responsibilities and liabilities of "Seller" (as set forth in the Contract and regardless of whether such obligations, responsibilities and liabilities accrued on or after the Effective Date) and agrees to be bound to Company in accordance with the terms and conditions set forth in the Contract. Nothing herein shall relieve Assignor from any obligations incurred prior to the Effective Date. Each party agrees to execute such other documents and perform such other ministerial acts as are reasonably required to give effect to the assignment contemplated herein.
2. With respect to Seller, the notice provisions of Section 22 of the Contract shall be amended to provide as follows:

Notices	Seller
-All Notices -All Invoices -Scheduling -Payments -Wire Transfer -Credit and Collections -With Additional Notices of an Event of Default or Potential Event of Default	KETTLE BUTTE DIGESTER LLC PO BOX 3093 IDAHO FALLS, ID 83403 Phone: 208-709-1835 Fax: 800-861-3140

After the Effective Date of this Assignment, all prospective Notices to be delivered to the Seller as provided above.

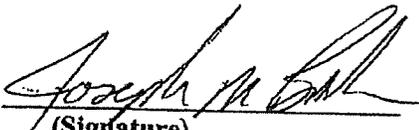
3. This Assignment may be executed in any number of counterparts, all of which, when taken together, shall constitute one and the same instrument, and the parties to this Assignment may execute this Assignment by signing any such counterpart. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signatures are physically attached to the same documents.
4. By executing this Assignment, Company hereby acknowledges any consent to the Assignment that may be required by Section 20 of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

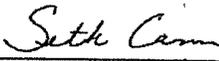
PACIFICORP

By: 
(Signature)
Name: Bruce Griswold
(Type or Print)
Title: Director, Shortterm
Origination
Date: 01/29/2016

ASSIGNOR

By: 
(Signature)
Name: Joseph M. Baker
(Type or Print)
Title: Controller
Date: 1/14/2016

ASSIGNEE

By: 
(Signature)
Name: Seth Cannon
(Type or Print)
Title: Member
Date: 1-15-16



November 23, 2015

PacifiCorp
Manager, QF Contracts
825 NE Multnomah Street, Suite 600
Portland, OR 97232

PacifiCorp
Bruce Griswold
Manager Origination
825 NE Multnomah Street, Suite 600
Portland, OR 97232

RE: Kettle Butte Dairy Project
Power Purchase Agreement Transfer

Dear Sirs:

The purpose of this correspondence is to provide notification that Cargill, Inc. is transferring ownership of our Kettle Butte Dairy Project located at 20 N. 2100 E, Roberts, Idaho, 83344 to Kettle Butte Digester, LLC.

Please accept this correspondence as a formal request to transfer the *Power Purchase Agreement* from Cargill, Inc. to Kettle Butte Digester, LLC and PacifiCorp effective December 1, 2015.

Kettle Butte Digester contact information is as follows:

Kettle Butte Digester LLC
Mr. Troy Clayton
1470 N 750 E
Shelley, ID 83274
troy@tclayton.biz

Please contact me with any questions, comments, or concerns regarding this correspondence.

Sincerely,

Joe Baker
Controller
Cargill Environmental Finance
Cargill
direct: 952-984-4065 | mobile: 612-868-8702
Hopkins, MN | joe_baker@cargill.com

cc: Kettle Butte Digester, LLC