

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT RELATIVE TO CAT
CREEK ENERGY, LLC CONDITIONAL USE PERMITS (CUP 2015-03, CUP 2015-04,
CUP 2015-05, CUP 2015-06, CUP 2015-07)**

This First Amendment to Development Agreement Relative to Cat Creek Energy, LLC Conditional Use Permits (CUP 2015-03, CUP 2015-04, CUP 2015-05, CUP 2015-06, CUP 2015-07) (the "Amendment") is entered into this 14th day of December, 2018, ("Effective Date"), by and between Elmore County (the "County"), a political subdivision of the State of Idaho, and Cat Creek Energy, LLC, an Idaho limited liability company (the "Developer") (collectively, the "Parties").

WITNESSETH:

WHEREAS, The Parties entered into a Development Agreement on February 9, 2018;

WHEREAS, As part of the Development Agreement, the Parties agreed to defer negotiations and agreement on certain provisions related to water diversion and delivery to a later date, not to exceed December 31, 2018,

WHEREAS, The Parties have now had an opportunity to negotiate certain provisions related to water diversion and delivery and the Parties desire to memorialize the terms as more fully set forth herein; and

WHEREAS, The Parties desire to enter into this First Amendment to Development Agreement to replace Section 2.2 of the Development Agreement which states:

2.2. Water Storage and Delivery. Given the complexities of water diversion and delivery related to the Project, and in an effort to move the Project forward without further delay, the County and Developer have agreed to defer the negotiation and execution of all Water Diversion and Delivery Agreements to a later date, to be heard after notice and public hearing, but which shall be done prior to December 31, 2018 or the CUP related to water shall lapse.

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the Parties agree as follows:

AMENDMENT

The Parties hereby agree to replace Section 2.2 of the Development Agreement with the following:

"2.2. Water Storage and Delivery. Given the complexities of water diversion and delivery related to the Project, and in an effort to move the Project forward without further delay, the County and Developer have agreed to defer the negotiation and execution of all Water Diversion and Delivery Agreements to a

later date, to be heard after notice and public hearing, but which shall be done prior to June 30, 2019 or the CUP related to water (CUP 2015-04) shall lapse.”

ALL OTHER PROVISIONS OF THE DEVELOPMENT AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, this Amendment has been executed by the Parties hereto on the day and year first above written.

ELMORE COUNTY:

Board of Elmore County Commissioners

By: Wesley R. Wootan, Commissioner

By: Franklin L. Corbus, Commissioner

ATTEST:

Barbara Steele, Elmore County Clerk

STATE OF IDAHO)
) ss.
County of Elmore)

On the ___ day of _____, 2018, before me, _____, a Notary Public in and for said state, personally appeared WESLEY R. WOOTAN, Commissioner of **Elmore County**, a political subdivision of the State of Idaho, the county that executed the foregoing instrument, who duly acknowledged to me that such county executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC for Idaho
Residing at _____, Idaho
My commission expires:_____

STATE OF IDAHO)
) ss.
County of Elmore)

On the ____ day of _____, 2018, before me, _____, a Notary Public in and for said state, personally appeared FRANKLIN L. CORBUS, Commissioner of **Elmore County**, a political subdivision of the State of Idaho, the county that executed the foregoing instrument, who duly acknowledged to me that such county executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC for Idaho
Residing at _____ Idaho
My commission expires:_____

STATE OF IDAHO)
) ss.
County of Elmore)

On the ____ day of _____, 2018, before me, _____, a Notary Public in and for said state, personally appeared BARBARA STEELE, the Clerk of **Elmore County**, a political subdivision of the State of Idaho, the county that executed the foregoing instrument, who duly acknowledged to me that such county executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC for Idaho
Residing at _____, Idaho
My commission expires:_____

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

CAT CREEK ENERGY, LLC
an Idaho limited liability company




By: John Faulkner
Its: Manager

STATE OF IDAHO)
Twin Falls) ss.
County of Elmore)

On this 29 day of November, in the year 2018, before me, a Notary Public in and for the State of Idaho, personally appeared John Faulkner, known or identified to me to be the Manager of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

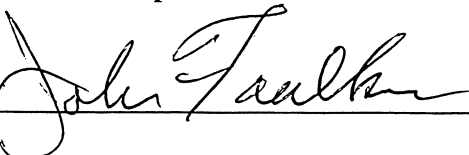



NOTARY PUBLIC for Idaho
Residing at Twin Falls, Idaho
My commission expires: 7/11/23

Landowners:

The undersigned, each as an owner of the Land, hereby acknowledges and agrees to the terms of this Agreement and in order to receive the benefits of this Agreement, agrees to assume all obligations of Developer under this Agreement on any Transfer and Assignment.

Sawtooth Grazing Association, Inc.
An Idaho corporation



By: John Faulkner
John Faulkner
President

Wood Creek Ranch, LLC
An Idaho limited liability company

By: John Faulkner
John Faulkner
Manager

STATE OF IDAHO)
Twin Falls) ss.
County of Elmore)

On this 29 day of November, in the year 2018, before me, a Notary Public in and for the State of Idaho, personally appeared JOHN FAULKNER, known or identified to me to be the President and Manager of Sawtooth Grazing Association, Inc. and Wood Creek Ranch, LLC (the "companies") that executed the instrument or the person who executed the instrument on behalf of the companies, and acknowledged to me that such companies executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Gary D. Slette
NOTARY PUBLIC for Idaho
Residing at Twin Falls, Idaho
My commission expires: 7/11/23