Assignment of Promissory Note

This Assignment of Promissory Note ("Assignment"), is made and entered into the 27th day of Aug., 2012 by and between Clifford J. Fish, George E. Fish and Fish Garbage Service, Inc., a South Dakota Corporation ("FGS") who collectively with Clifford J. Fish and George E. Fish made from time to time be referred to as ("Fish"), and The City of Rapid City, a Municipal Corporation ("City").

This Assignment is executed simultaneous with the execution of a Confession of Judgment and Settlement Agreement between Fish and the City.

Fish is due certain monies under an Asset Purchase Agreement entered into between Fish Garbage Service, Inc. ("Seller"), and Clifford J. Fish and George E. Fish, (collectively, the "Sellers shareholders"), US Waste Solutions, L.L.C., c/o Red River Service Corporation (RRSC) ("Buyer"), and Red River Service Corporation, an Oklahoma Corporation ("Guarantor"), effective January 1, 2010, hereinafter "Asset Purchase Agreement". As of the date of this Assignment, Fish are due eight (8) payments, per the Purchase Agreement, with the next payment due on December 20th, 2012 with a like payment due on December 20th of each subsequent year, with the final payment being due on December 20, 2019.

Fish represents and warrants that they had not pledged or assigned any of the periodic payments referenced herein and that as of the date of this Assignment there are eight (8) periodic payments due Fish per the Asset Purchase Agreement. Additionally, Fish represents and warrants they have not assigned or pledged any of the periodic payments due under the Asset Purchase Agreement and that no individual or entity has any rights to any of those payments, other than Fish.

Fish shall execute any additional documents requested by the City as it concerns this Assignment. Additionally, Fish shall assign all right of action that it, or any of them have against US Waste Solutions, LLC or Red River Service Corporation for the collection of such periodic payments.

Fish shall contact RRSC and inform them that as it concerns RRSC's Guarantee in the Asset Purchase Agreement that a release of the Guarantee in favor of Fish will be signed that a new Guarantee shall be executed in favor of the City.

Dated this 27 day of Aug, 2012.

Clifford J. Fish

Subscribed and sworn to before me this 27th day of August, 2012.

(SEAL)

CYNDI L. RONFELDT NOTARY SEAL PUBLIC State of South Dakota

Notary Public, South Dakota
My Commission Expires: 10/26/15

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Dated this 27 day of Aug, 2012.

George E. Fish

George E. Fish

Subscribed and sworn to before me this 27th day of August, 2012.

Cyndi L. Ronfeldt

Notary Public, South Dakota
My Commission Expires: 10/26/15

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Dated this 27 day of Aug, 2012.

Fish Garbage Service, Inc.

By _____
Its President

STATE OF SOUTH DAKOTA)

)ss.

COUNTY OF PENNINGTON)

On this the 27th day of August, 2012, before me, the undersigned, personally appeared Clifford Fish, who acknowledged himself to be a President of Fish Garbage Service, Inc., and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

CYNDI L. RONFELDT NOTARY SEAL PUBLIC State of South Dakota

(SEAL)

Cyndi L. Ronfeldt
Notary Public, South Dakota
My Commission Expires: 10/26/15