**B.5** **Assignment and Assumption Form**

If the Certified facility transfers ownership and the purchaser wishes to maintain LIHI Certification, the new facility owner must assume all obligations and responsibilities of a LIHI Certificate holder. This can be demonstrated in one of the following ways: or by providing LIHI with a copy of an Assignment and Assumption Agreement between the seller and purchaser of the facility which is subject to the acceptance of LIHI; by the purchaser executing a separate CMLA with LIHI; or by adding the subject facility as an Exhibit to a CMLA executed by the purchaser and LIHI that is already in effect (if applicable).

The text below is suggested language for interested parties to modify and use, should a purchaser of a Certified facility wish to maintain LIHI Certification of a facility they have purchased. This Assignment and Assumption agreement must be accompanied by evidence of the transfer of ownership, which can include the purchase agreement and/or a FERC Order documenting the transfer.

**FACILITY NAME:** Click or tap here to enter text.

**LIHI CERTIFICATE NUMBER:** Click or tap here to enter text.

**SELLER OF FACILITY:**

Company Name: Click or tap here to enter text.

Authorized Representative Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

**BUYER OF FACILITY:**

Company Name: Click or tap here to enter text.

Authorized Representative Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

This Assignment and Assumption Agreement (the “Assignment and Assumption Agreement”) is made and entered into as of Click or tap to enter a date., by and among

Click or tap here to enter text. (company name),

a Click or tap here to enter text. corporation (“Assignor”),

and Click or tap here to enter text. (company name),

a Click or tap here to enter text. corporation (“Assignee”).

WHEREAS Assignor and Assignee are parties to a certain Asset Purchase Agreement dated

as of Click or tap to enter a date. (the “Purchase Agreement”), pursuant to which Assignee has purchased the Click or tap here to enter text. hydroelectric facility (the “Certified Facility”) owned by Assignor; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign certain rights and agreements to Assignee as a LIHI Certificate holder of the Click or tap here to enter text. hydroelectric facility, and Assignee has agreed to assume certain obligations of Assignor, as set forth herein, and this Assignment and Assumption Agreement is contemplated by Section Click or tap here to enter text. of the Purchase Agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1.   Assignment and Assumption. Effective as of Click or tap to enter a date. (the “Effective Date”), Assignor hereby assigns, sells, transfers, and sets over (collectively, the “Assignment”) to Assignee all of Assignor’s right, title, benefit, privileges, and interest in and to, and all of Assignor’s burdens, obligations, and liabilities in connection with, the LIHI Certification of the facility. Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions, and covenants, and to pay and discharge all of the liabilities of Assignor to be observed, performed, paid, or discharged from and after the Closing, in connection with the LIHI Certification of the facility. Assignee assumes no Retained Liabilities, and the parties hereto agree that all such Retained Liabilities shall remain the sole responsibility of Assignor.

2.   Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Assignor’s representations, warranties, covenants, agreements, and indemnities relating to the LIHI Certification of the facility, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3.   Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption Agreement.

*[Insert provisions on choice of law, attorneys’ fees, assignment, successors and assigns, counterparts, etc., which should be drafted to track the “boilerplate” language of the Purchase Agreement.]*

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first above written.

**ASSIGNOR: ASSIGNEE:**

Click or tap here to enter text. Click or tap here to enter text.

a Click or tap here to enter text. corporation a Click or tap here to enter text. corporation

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Click or tap here to enter text. Title: Click or tap here to enter text.