

GS

ASSIGNMENT AND ASSUMPTION

This **ASSIGNMENT AND ASSUMPTION** (this "Assignment"), dated as of December 19, 2014 (the "Closing Date") is made by and between Natel Energy, Inc., a Delaware corporation ("Natel"), Monroe Hydro, LLC, an Oregon limited liability company ("Monroe" and together with Natel collectively, the "Assignor"), and Apple Inc., a California corporation ("Assignee").

DW

mas

JK

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of November 11, 2013 (the "APA"), whereby, among other things, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in, to and under the agreements listed on Schedule 1 (as assigned, collectively, the "Project Contracts", and each, a "Project Contract");

WHEREAS, pursuant to the terms and conditions of the APA, Monroe has agreed to sell substantially all of its assets to Assignee;

WHEREAS, Assignee has agreed to assume certain of the liabilities and obligations of Assignor under each Project Contracts; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meanings given to them in the APA.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment.** Effective as of the Closing Date, Assignor sells, assigns, grants, conveys and transfers to Assignee, all of Assignor's right, title and interest in, to and under each of the Project Contracts.

2. **Assumption.** Effective as of the Closing Date, Assignee accepts the assignment of the Project Contracts from Assignor and assumes and agrees to pay, perform and discharge, as and when due, the duties, liabilities and obligations of Assignor under each Project Contract that arise or accrue on or after the Closing Date; *provided, however*, that Assignee does not assume, and Assignor expressly retains, any and all duties, liabilities and obligations of Assignor (or its predecessor in interest) under each Project Contract that (a) arose or accrued prior to the Closing Date or (b) are attributable to any breach of the Project Contracts by Assignor (or its predecessor in interest).

3. **Terms of APA.** This Assignment shall be subject to the terms and conditions set forth in the APA, and nothing contained herein shall be construed to limit, terminate or expand the representations, warranties or covenants set forth in the APA. In the event of any conflict or

GS

inconsistency between the terms of the APA and the terms of this Assignment, the terms of the APA shall govern.

4. **Representation of Monroe.** Monroe represents and warrants that effective upon consummation of the assignment of the Project Contracts set forth in Section 1 above, Monroe has sold, assigned, granted, conveyed, and transferred substantially all of its assets to Assignee.

DW

5. **Further Assurances.** Assignor and Assignee each agree that from time to time after the Closing Date, they shall for no additional consideration execute and deliver (or cause their respective Affiliates to execute and deliver) such further instruments, and take (or cause their respective Affiliates to take) such other action, as may be reasonably necessary to carry out the purpose and intent of this Assignment.

mas

JK

6. **Binding Effect.** This Assignment shall be binding on the parties hereto, and shall inure to the benefit of each of the parties, and their respective heirs, successors and assigns. Each of Natel and Monroe hereby agrees it shall be jointly and severally liable for the obligations of Assignor under this Assignment.

7. **Governing Law.** This Assignment (including any claims or controversy arising out or relating to this Assignment) shall be governed by and construed in accordance with the laws of the State of Oregon (without giving effect to its conflicts of law principles) as such law applies to contracts made and to be performed in the State of Oregon.

8. **Counterparts.** This Assignment may be executed in one or more counterparts, and by electronic signature, facsimile signature or an e-mail of a PDF signature, each of which shall be deemed to be an original, but all of which shall be one and the same instrument.

[Signatures Appear on the Following Page.]

GS

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date set forth above.

DW

ASSIGNEE:

APPLE INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

JK

ASSIGNOR:

NATEL ENERGY, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

MONROE HYDRO, LLC, an Oregon limited liability company

By: _____
Name: _____
Title: _____

GS

**SCHEDULE 1
PROJECT CONTRACTS**

DW

1. The power purchase agreement between Monroe and PacifiCorp dated April 9, 2012 as modified by Addendum (Load Area Curtailment and Third-Party Transmission), as such agreement may be amended or supplemented from time to time.

JK

2. Qualified Reporting Entity Services Agreement between PacifiCorp and Monroe, dated April 6, 2012.

3. Interconnection Agreement for Small Generator Facility entered into November 20, 2012 between Monroe and PacifiCorp.

4. Hydropower Development Agreement entered into on March 20, 2012 by and between Natel and North Unit Irrigation District.

Natel Energy

Gia Schneider

Gia Schneider

84cc3...b6a84

Signed: December 18, 2014 03:51:48 am PST

Company Name: Natel Energy
Name: Gia Schneider
Title: CEO
Email: gia@natelenergy.com

Apple Inc.

Dan Whisenhunt

Dan Whisenhunt

3fc4c...60aea

Signed: December 18, 2014 07:58:48 am PST

Company Name: Apple Inc.
Name: Dan Whisenhunt
Title: Vice President
Email: dwhisenhunt@apple.com

Apple Inc.

Julie Klenske

Julie Klenske

cb26b...23c76

Signed: December 19, 2014 10:41:01 am PST

Company Name: Apple Inc.
Name: Julie Klenske
Title: Sr. Director, WW Corporate Procurement
Email: jklenske@apple.com