

**ASSIGNMENT AND ASSUMPTION OF CONTRACT**

EFFECTIVE DATE: \_\_\_\_\_

**SELLER**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**BUYER**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

A. Seller and Buyer have entered into that certain \_\_\_\_\_ (the "Purchase Agreement"), pursuant to which Seller is selling to Buyer, simultaneously with the delivery of this Assignment and Assumption of Contract (this "Assignment"), that certain real property (the "Property") located at \_\_\_\_\_.

NOW THEREFORE, subject to the terms hereof, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. As of the date specified above ("the Effective Date"), Seller assigns and transfers to Buyer all of Seller's right, title, claim and interest in and under the Solar Renewable Energy Credit Purchase Agreement between Seller and Arizona Public Service Company dated \_\_\_\_\_ (the "Contract").

2. As of the Effective Date, Seller warrants and covenants that: (a) the Contract is free and clear of any liens, encumbrances, and third-party interests or claims; and (b) Seller has all lawful right and authority to make this Assignment. Seller shall remain responsible to pay all amounts due under or in respect of the Contract prior to the Effective Date.

3. As of Effective Date, Buyer accepts the foregoing assignment and hereby assumes all of the duties, obligations and responsibilities of Seller under the Contract arising or accruing on or after the Effective Date. If Buyer is eligible to receive payment under the Production Based Incentive ("PBI") program, Buyer shall have executed a PBI Information Change Form, acceptable to APS in its sole discretion, on or before the Effective Date.

4. Seller agrees to defend and indemnify Buyer from and against any and all claims, costs, liabilities, damages and expenses (including related attorneys' fees) arising under or in connection with the Contract arising or accruing before the Effective Date. Buyer agrees to defend and indemnify Seller from and against any and all claims, costs, liabilities, damages and expenses (including related attorneys' fees) arising under or in connection with the Contract arising or accruing on or after the Effective Date.

5. In the event of any litigation between Seller and Buyer arising under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of litigation, including, without limitation, reasonable attorneys' fees at trial and upon appeal or petition review.

6. This Assignment shall be binding on and inure to the benefit of the parties hereto and their successors in interest and assigns.

7. No modification, waiver or termination of this Assignment will be valid unless the same is in writing and signed by the party against which the enforcement of the modification, waiver or termination is sought.

8. This Assignment will be governed by, and construed in accordance with, the laws of the State of Arizona.

9. This Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same Assignment.

IN WITNESS WHEREOF, Seller and Buyer have executed this Assignment as of the Effective Date written above.

SELLER:

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BUYER:

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONSENT TO ASSIGNMENT**

Arizona Public Service Company hereby consents to the forgoing Assignment and Assumption of the Solar Renewable Energy Credit Purchase Agreement between \_\_\_\_\_ and Arizona Public Service Company dated \_\_\_\_\_.

Arizona Public Service Company  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_