

ASSIGNMENT AND ASSUMPTION OF CONTRACT

EFFECTIVE DATE: _____

SELLER

Name: _____

Address: _____

Phone Number: _____

BUYER

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 one or more of the following agreements (please check all that apply):

Terms and Conditions for the Interconnection of Residential PV System to the APS Distribution System, Purchase Supply Agreement and Receipt of Credit Purchase Payment (Dated: _____)

Agreement for the Interconnection of Residential PV System to the APS Distribution System (Dated: _____)

Restated and Amended Agreement for the Interconnection of Leased Residential PV System to the APS Distribution System (Dated: _____)

Master Credit Purchase Agreement and Lessor's Acknowledgement of Terms and Conditions for the Interconnection of Leased Residential PV Systems to the APS Distribution System (Dated: _____)

Agreement for the Interconnection of Customer's Generation Facility to the APS Distribution System (Dated: _____)

Participation and Credit Purchase Agreement (Dated: _____)

between Seller and Arizona Public Service Company (relevant agreements are hereinafter referred to collectively as the "Contracts").

2. As of the Effective Date, Seller warrants and covenants that: (a) the Contracts are 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 Contracts 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 Contracts arising or accruing on or after 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 Contracts 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 Contracts 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 NAME: _____

BUYER NAME: _____

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

CONSENT TO ASSIGNMENT

Arizona Public Service Company hereby consents to the forgoing Assignment and Assumption of the Contracts.

Arizona Public Service Company

Signature: _____

Print: _____

Name: _____

Title: _____

Return to **renewables@aps.com** or mail to:
Arizona Public Service
Distributed Energy Program Administration
M.S. 8046
P.O. Box 53999
Phoenix, AZ 85072-3999