

TEP Residential Solar Program

EXHIBIT D ASSIGNMENT FORM

(Submit executed form to TEP in the event of a sale of the Property and assumption by the purchaser of the Agreement and remaining Term)

This Assignment Agreement (this "Assignment") is made and entered into this ___ day of _____, 20___, by and among _____, a _____ (the "Assignee"), _____, a _____ (the "Assignor") and TUCSON ELECTRIC POWER COMPANY, an Arizona corporation ("TEP").

Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in that TEP Residential Solar Program Licensing Agreement dated [_____] , 20___, by and between Assignor and TEP (the "Agreement").

Recitals:

WHEREAS, the Agreement provides specific requirements for the transfer to Assignee Assignor's rights and obligations in the Agreement; and

WHEREAS, Assignor desires to sell, transfer and/or assign to Assignee all of its rights and obligations in the Agreement to Assignee in accordance with the terms and conditions of the Agreement (the "Assigned Interest").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto do hereby agree as follows:

1. Assignment. Effective as of the date hereof, and subject to and in accordance with the terms of the Agreement, (i) the Assignor does hereby transfer to the Assignee, its successors and permitted assigns, to have and to hold forever, and (ii) the Assignee does hereby receive, accept and assume, all of such Assignor's right, title, interest, liabilities and obligations in and to the Assigned Interest and any and all income, distributions, value, rights, benefits and privileges associated therewith or deriving therefrom, regardless of whenever derived or created. Assignor further warrants that it has not assigned or encumbered all or any part of its rights under the Agreement.

2. Compliance with Agreement Requirements. Assignor and Assignee hereby acknowledge and agree that (a) all requisite approvals to such transfer have been obtained, and such approvals do not contain conditions that would reasonably be expected to affect TEP's rights to the PROPERTY as set forth in the Agreement, (b) the Assignee has executed a counterpart of the Agreement to which it is required to be a party. The Assignee hereby acknowledges and agrees that it is assuming all of the Assignor's obligations under the Agreement.

3. Disclaimer of Warranties. THE ASSIGNOR IS CONVEYING THE ASSIGNED INTEREST WITHOUT REPRESENTATION OR WARRANTY, EXCEPT AS MAY BE PROVIDED IN THE AGREEMENT.

4. Amendment, Modification and Waiver. This Assignment may not be amended, modified or supplemented except by an instrument in writing signed by all of the parties hereto. No waiver of any provision of this Assignment shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

5. Miscellaneous. This Assignment will be binding upon, and will inure to the benefit of, the parties hereto and their respective successors, permitted assigns and legal representative. **THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ARIZONA, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.** At the request of any party hereto, each other party will take such further actions as are requested and execute any additional documents, instruments or conveyances of any kind which may be reasonably necessary to further effect the transactions contemplated by this Assignment. This Assignment is intended to be solely for the benefit of the parties and their successors and permitted assignees and is not intended to and shall not confer any rights or benefits on any party not a signatory hereto. This Assignment, together with the Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof. In the event of a conflict or inconsistencies between the terms and conditions of this Assignment and the Agreement, the terms and conditions of the Agreement shall control. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment has been duly executed by each of the parties hereto as of the date first above written.

ASSIGNOR:

Signature: _____

Print Name: _____

Date: _____

ASSIGNEE:

Signature: _____

Print Name: _____

Date: _____

ACKNOWLEDGED AND APPROVED:

TUCSON ELECTRIC POWER COMPANY,
an Arizona corporation

By: _____

Print Name: _____

Print Title: _____

Date: _____

Notary Acknowledgements

STATE OF ARIZONA)
) § §
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ (person).

Notary Public
Print name:

STATE OF ARIZONA)
) § §
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ (person).

Notary Public
Print name:

STATE OF ARIZONA)
) § §
County of Pima)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the _____ of TUCSON ELECTRIC POWER COMPANY, an Arizona corporation, on behalf of the corporation.

Notary Public
Print name: