

Estoppel Certificate
(Credit Purchase Agreement)
(5515 Apache Ave., Globe, AZ 85501)

Reference is made to the Solar Renewable Energy Credit Purchase Agreement Grid-Tied Photovoltaic System, dated as of November 15, 2011, as identified on Schedule 1 hereto ("Credit Purchase Agreement"), by and between Arizona Public Service Company ("APS") and Gila County ("Customer") and entered into in connection with the solar energy system installed at the location identified on Schedule 1 hereto (the "Project").

Customer and Tioga Solar Gila, LLC ("Provider") have executed that Power Purchase Agreement, dated as of December 6, 2011, pursuant to which the Provider will construct and operate the Project and sell the electricity from the Project to the Customer. Provider will finance the Project through (i) a construction loan and (ii) a sale-lease back of the Project ((i) and (ii) together, the "Financing Transactions"). APS understands, based solely on information provided either directly by the Customer or through the Provider and without any independent verification by APS, that in order to consummate the Financing Transactions, De Lage Landen Financial Services, Inc. ("Secured Party"), as construction lender and collateral agent with respect to the sale-leaseback transaction, requires confirmation and agreement by APS as to certain matters related to the Credit Purchase Agreement and the Interconnection Agreement. Based on the foregoing, APS hereby confirms and agrees that, as of the date of execution of this Estoppel Certificate:

1. A copy of the Credit Purchase Agreement, together with any amendments, is attached hereto as Exhibit A and constitutes a true and complete copy of the Credit Purchase Agreement.
2. The Credit Purchase Agreement is in full force and effect and has not been modified or amended in any way except as shown on the instruments attached hereto as Exhibit A, and constitutes the entire agreement between the Customer and APS relating to the purchase and sale of environmental attributes or Renewable Energy Credits (as that term is defined in the Credit Purchase Agreement) generated by the Project.
3. APS has not received any written notice from the Customer or its designee that APS is a Defaulting Party under the Credit Purchase Agreement (as that term is defined therein). For all purposes of the Credit Purchase Agreement, Customer's designee is the Provider. To APS's Knowledge, neither the Customer nor its designee is a Defaulting Party under the Credit Purchase Agreement. To APS's Knowledge, no other facts or circumstances exist which, with the passage of time or the giving of notice or both, would constitute a default or breach by APS or the Customer or its designee under the Credit Purchase Agreement. For purposes of this Estoppel Certificate, "APS's Knowledge" shall mean the current, actual knowledge of APS employees who serve in a supervisory capacity and whose job duties specifically include management of the Credit Purchase Agreement.

4. APS agrees to provide to Secured Party a copy of any notice provided by APS to Customer or its designee with respect to any Event of Default by Customer or its designee under the Credit Purchase Agreement (in each case simultaneously with such notice being provided to Customer or its designee). APS also agrees that the Secured Party shall have the right (but not an obligation) to cure the same on behalf of Customer or its designee within the time periods, if any, provided for in the Credit Purchase Agreement.

5. APS is further hereby notified to make all payments and amounts APS is obligated to pay under the Credit Purchase Agreement on and after the effective date hereof directly to the following account:

Bank Name: Rabobank N.A.
Account Number: 9877018001
ABA Number: 122238420
For Credit to: Tioga Solar Gila, LLC
Reference: [Credit Purchase Agreement Payment for "Month"]
Attn: Tioga Solar Gila, LLC Revenue Account

6. Notwithstanding the foregoing or anything in the Credit Purchase Agreement to the contrary, all amounts payable by APS under the Credit Purchase Agreement shall be paid directly to the Secured Party for deposit to another account Secured Party may designate in writing (a "Redirect Notice") to APS from time to time (upon at least twenty (20) days' prior written notice). Customer, Provider, and Secured Party, by their signatures below, acknowledge and agree that APS may rely upon and act in accordance with a Redirect Notice given by Secured Party pursuant to this Certificate without the requirement of any further consent or agreement by Customer or Provider.

7. Secured Party agrees that it will notify APS when Customer's and Provider's obligations under the Financing Transactions (or any refinancing thereof) have been fully satisfied, by sending written notification as follows:

APS Renewable Energy Incentive Program
Mail Station 9649
P.O. Box 53999
Phoenix, AZ 85072-3999

Following such notification, APS's obligations hereunder shall terminate and be of no force or effect. In addition, upon termination or expiration of the Credit Purchase Agreement for any reason (after giving effect to the provisions of this Estoppel, as applicable), APS's obligations hereunder shall terminate and be of no force or effect with respect to the expired or terminated Credit Purchase Agreement.

8. The person executing this certificate on behalf of APS has the power and authority to execute this certificate.

9. This certificate may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the

same document. Signature pages may be detached from the counterparts and attached to a single copy of this certificate to physically form one document.

10. All notices or other communications given, delivered or to be made under this Estoppel Certificate to the Secured Party shall be in writing and delivered to the following address in accordance with the terms of the Credit Purchase Agreement:

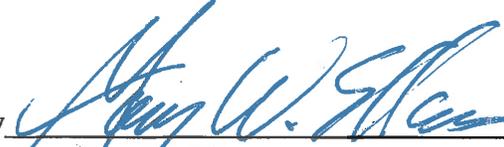
De Lage Landen Financial Services, Inc.,
c/o Clean Technology/De Lage Landen Financial Services
1111 Old Eagle School Road
Wayne, Pennsylvania 19087
Attention: Ann Hardy, Director, Sales, Clean Technology
Telephone: 1 610 386 3845
Email: a.hardy@delagelanden.com

By their signatures below, Customer, Provider, and Secured Party accept the foregoing certifications and agree to maintain the confidentiality of the information contained in the Credit Purchase Agreement and the Interconnection Agreement in accordance with the terms of such agreements.

(remainder of page left intentionally blank, signature pages follow)

WITNESS the execution hereof under seal this 19th day of November, 2012.

ARIZONA PUBLIC SERVICE COMPANY

By: 
Name: Gary W. Ellars
Title: Renewable Energy Program Leader

Acknowledged and Agreed to by:

GILA COUNTY, ARIZONA, as Customer

By: 
Name: DON E. MCDANIEL, JR.
Title: COUNTY MANAGER

TIOGA SOLAR GILA, LLC, as Provider

By: _____
Name: _____
Title: _____

DE LAGE LANDEN FINANCIAL SERVICES, INC., as Secured Party

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

WITNESS the execution hereof under seal this 19th day of November, 2012.

ARIZONA PUBLIC SERVICE COMPANY

By _____
Name: Gary W. Ellars
Title: Renewable Energy Program Leader

Acknowledged and Agreed to by:

GILA COUNTY, ARIZONA, as Customer

By: _____
Name: _____
Title: _____

TIOGA SOLAR GILA, LLC, as Provider

By:  _____
Name: Marc Roper
Title: Vice President

DE LAGE LANDEN FINANCIAL SERVICES, INC., as Secured Party

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

WITNESS the execution hereof under seal this 19th day of November, 2012.

ARIZONA PUBLIC SERVICE COMPANY

By _____
Name: Gary W. Ellars
Title: Renewable Energy Program Leader

Acknowledged and Agreed to by:

GILA COUNTY, ARIZONA, as Customer

By: _____
Name: _____
Title: _____

TIOGA SOLAR GILA, LLC, as Provider

By: _____
Name: _____
Title: _____

DE LAGE LANDEN FINANCIAL SERVICES, INC., as Secured Party

By: 
Name: MARK MCGOVY
Title: VP & GM CLEAN TECHNOLOGY

By: _____
Name: _____
Title: _____

Schedule 1

Credit Purchase Agreement Identification Number
and Project Address

Credit Purchase Agreement Identification Number: APS Contract No. 18703.

Project Address: 5515 Apache Ave., Globe, AZ 85501

EXHIBIT A

Credit Purchase Agreement