



**PRODUCTION BASED INCENTIVE PHOTOVOLTAIC SYSTEM
INSTALLATION & COMMISSIONING CERTIFICATE**

Tioga Solar Gila, LLC

Tioga Energy, Inc. ("Dealer") has sold to ^ ("Owner"), a certain Solar Photovoltaic
Kitchell Contractors, Inc. of Arizona

System (the "System"). ^ ("Installer") has installed, on behalf of Tioga Solar Gila, LLC

("Owner"), the System on Customer's property located at Central Heights Complex: 5515 Apache Ave, Globe, AZ 85501

Dealer, Installer and Customer, by their signatures below, certify that the following information relating to the System is true and accurate to the best of their knowledge following a reasonable opportunity to inspect the System:

1. The legal name and business address of the Installer is: Kitchell Contractors, Inc. of Arizona
1707 E. Highland Ave. Phoenix, AZ 85016

Arizona Registrar of Contractors License # is: 067969

2. The Commissioning of the System occurred on: 12/4/2012

3. The legal name and business address of the Dealer is: Tioga Solar, Inc.

123 Mission Street, 9th Floor, San Francisco, CA 94105

4. **Installer Initials** S All equipment installed and/or used in connection with the PV System has been approved by the manufacturer of the PV System for installation or use with the PV System. Installation of the PV System was completed in accordance with all applicable manufacturers' specifications and APS Interconnection Requirements, and APS Renewable Energy Incentive Program requirements.
5. The inverter and PV modules for the PV System are new and have not been previously placed in service in any other location or for any other application. Yes No
6. **Payment to Third Party (if applicable)**
I authorize APS to issue Credit Purchase funds to the following installer, dealer, manufacturer, or owner on my behalf, as payment toward the cost and/or installation of my System. I acknowledge and agree that payment made by APS to the payee specified below shall satisfy APS' payment obligation to me in connection with Reservation # 18703 and that, once made, APS shall have no further obligation whatsoever to me.

I authorize all incentive payments to be issued to the party specified below unless and until I authorize in writing incentive payment to be issued to any other third party entity. Furthermore, I make the following representations regarding the payment to the third party specified below:

- (a) The third party payee is
Tioga Solar Gila, LLC, system owner; and
- (b) All prior payees, if any, have released any and all claims that they may have to the Credit Purchase funds described herein and therefore no other valid claims for such funds may be asserted.

Payee, by its signature below, acknowledges that customer may, at any time, instruct APS in writing to issue payment to another third party entity and agrees that APS may make incentive payment in accordance with any such subsequent instructions.

Payee Name Tioga Solar Gila, LLC

Address 123 Mission Street, 9th Floor, San Francisco, CA 94105

Third Party/Payee Signature Date 1/30/13

Customer Signature Date 2/6/13

7. Total Project Cost

Total APS lifetime incentive payments will be paid based on production in accordance with the CPA terms, but are limited to 50 percent of your Total Project Cost (for projects approved during the 2011 program year).

Est. system and installation cost \$842,674.14 + Est. financing cost* \$905,948.41 = Est. Total Project Cost** \$1,748,622.55

*Financing cost is limited to actual financing cost up to Prime + 5 % and will be validated upon System installation.

**Total Project Cost is defined in the Credit Purchase Agreement ("CPA") and may include eligible financing, if applicable.

Above Total Project Cost x 50% = \$874,311.28 lifetime incentive payment cap.

- 8. Installer and dealer confirm that there is no balance by the customer.
- 9. Dealer and Installer agrees that no material differences exist between the PV System as described in the Reservation Application, Terms and Conditions for the Interconnection of Commercial PV System to the APS Distribution System and Receipt of Credit Purchase Payment, the Equipment Information Form and the PV System as actually installed.
- 10. The initial meter read(s) for the PV System is 0.
- 11. Customer has been issues a manufactures warranty of at least twenty year warranty for the PV modules.
- 12. Customer has been provided with a manufactures warranty of at least five years for the inverter. The remaining operational life has been supported by a planned maintenance or equipment replacement schedule.
- 13. The system was installed in accordance with the horizontal tilt angle, azimuth angle and shading factor as was specified in the Non-Residential Grid Tied PV Application.

COMMISSIONING CERTIFICATE

Customer Details:

Name: **Gila County**

Correspondence Address: **1400 Ash St, Globe, AZ 85501**

Installation Address: (if different) **Central Heights Complex: 5515 Apache Ave, Globe, AZ 85501**

Installer Details:

Installer Company Name: **Kitchell Contractors, Inc. of Arizona**

Accreditation No. **N/A**

Address: **1707 E. Highland Ave. Phoenix, AZ 85016**

Telephone: **(602) 222-5300**

Email Address: **gpatzer@kitchell.com**

Website: **www.kitchell.com**

Installation carried out by:

(if different from above)

System Details:

Panel Manufacturer: **Yingli**

System Size (kWac): **175 kWac**

Model#: **YL275P-35b, YL285P-35b**

Inverter Manufacturer: **PVPowered**

Model #: **PVP100, PVP75**

GC (Participant Acronym used in CPA "Participant") (Seller) hereby certifies that the photovoltaic system installed on its property (the "System") has been installed and commissioned at the above-referenced address. Participant certifies that the following conditions precedents to commercial operation of the System have been satisfied:

1. Participant has obtained and is in compliance with all governmental and regulatory authorizations required for the construction, and operation of the Project, including, but not limited to, any and all permits and/or approvals as required by an AHJ, or if the site is not governed by an AHJ, the Participant has provided certification in lieu of AHJ clearance, acceptable to APS in its reasonable discretion;
2. Participant has an established rate schedule either pursuant to a fully executed SCS or by application of a pre-approved APS rate schedule, which Participant shall specifically delineate;
3. The System was installed by a contractor holding an active license appropriate for installation of the System with the Arizona Registrar of Contractors;
4. Participant has executed an Interconnection Agreement and the System meets all applicable interconnection requirements;
5. Participant has installed meter sockets acceptable to APS;
6. Participant has installed the necessary dedicated phone lines;
7. The System meets the Equipment Qualifications identified in Exhibit E attached to the Contract;
8. The System is operating correctly; and
9. Participant further certifies that it has title to and ownership of all RECs associated with the energy produced by the System and is legally able to transfer ownership of such RECs to APS in connection with the Contract and has provided documentation of such title and ownership to APS as requested by APS in its sole discretion.

I certify that all statements made in this Certificate are correct to the best of my knowledge and that I have the authority to bind Participant to the statements made herein.

Reservation # 18703



Dealer Signature

1/30/13

Date



Installer Signature

.....

Date



Customer Signature

2/6/13

Date

***Please submit a Final PAID invoice confirming final panel count, PV System purchase price, payment (Paid in full, less any assigned APS incentive payment), and installation by an Arizona licensed contractor along with Installation & Commissioning Certificate form to:**

Commercial-Incentives@aps.com

**ACKNOWLEDGMENT OF RECEIPT:
ARIZONA PUBLIC SERVICE COMPANY
("APS")**

Signed: _____
Name: _____
Title: _____
Date: _____