

Acknowledgment and Confirmation

This Acknowledgment and Confirmation, dated as of March 17, 2015 (this "Acknowledgment"), is made by PacifiCorp, an Oregon corporation acting in its merchant function capacity ("Purchaser"), with reference to that Power Purchase Agreement, effective as of May 29, 2013 (the "Agreement"), entered into between the Purchaser and SunE DB18, LLC, a Delaware limited liability company (as permitted assignee of REUT Origination, LLC) ("Provider"). This Acknowledgment is provided to each of (a) Sun Edison LLC ("SunEd") (b) TerraForm Solar XVII, LLC ("NewCo") and (c) Provider. Capitalized terms not otherwise defined herein have the meaning in the Agreement.

1. Acknowledgments.

(a) Purchaser acknowledges that it has been advised that NewCo is acquiring 100% of the membership interests in the Provider pursuant to a Master Development, EPC & Purchase Agreement, dated December 22, 2014, from SunEd. Such acquisition is not an assignment of the Agreement within the meaning of Section 20.

(b) Pursuant to Section 22.2 of the Agreement, Provider notifies Purchaser that, on and after the date hereof, its address for notices under the Agreement shall be as follows:

TerraForm Solar XVII, LLC
c/o TerraForm Power LLC
12500 Baltimore Avenue
Beltsville, MD 20705
Attention: General Counsel
Telephone: 443-909-7200
Facsimile: 240-264-8100

(c) Purchaser acknowledges the instructions of Provider to do so and agrees to make all payments to NewCo under the Agreement directly to NewCo in accordance with the following payment instructions, until instructed otherwise by both NewCo and Provider:

Account Name: TerraForm Solar XVII, LLC
Bank: Wells Fargo
Account Number: 412-4626763
Routing Number: 121000248
SWIFT Code: WFBIUS6S
Bank: Wells Fargo
Bank Address: 420 Montgomery Street, San Francisco, CA 94104

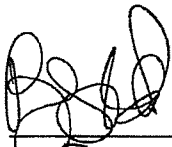
2. Confirmation. Purchaser confirms the following matters to each of NewCo, Provider, and SunEd:

(a) To the best of the direct, actual knowledge of Purchaser, there exists no default and no event or condition that would, with the giving of notice or lapse of time, constitute a default, under the Agreement; provided that Purchaser makes no confirmation with respect to Provider's ability or inability to achieve Commercial

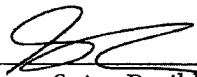
Operation with respect to the Facility on or prior to the Guaranteed Commercial Operation Date.

- (b) The Agreement is in full force and effect and there are no authorized amendments thereto and no other authorized agreements or representations of any kind between the Purchaser and Provider as to the subject matter of the Agreement.
- (c) The Agreement has been duly authorized by Purchaser. The Agreement constitutes the legal, valid, binding and enforceable obligation of Purchaser.

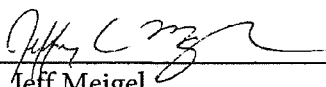
PURCHASER:
PACIFICORP

By: 
Name: Bruce Griswold
Title: Director, Short term
Origination


SUNED:
SUN EDISON LLC

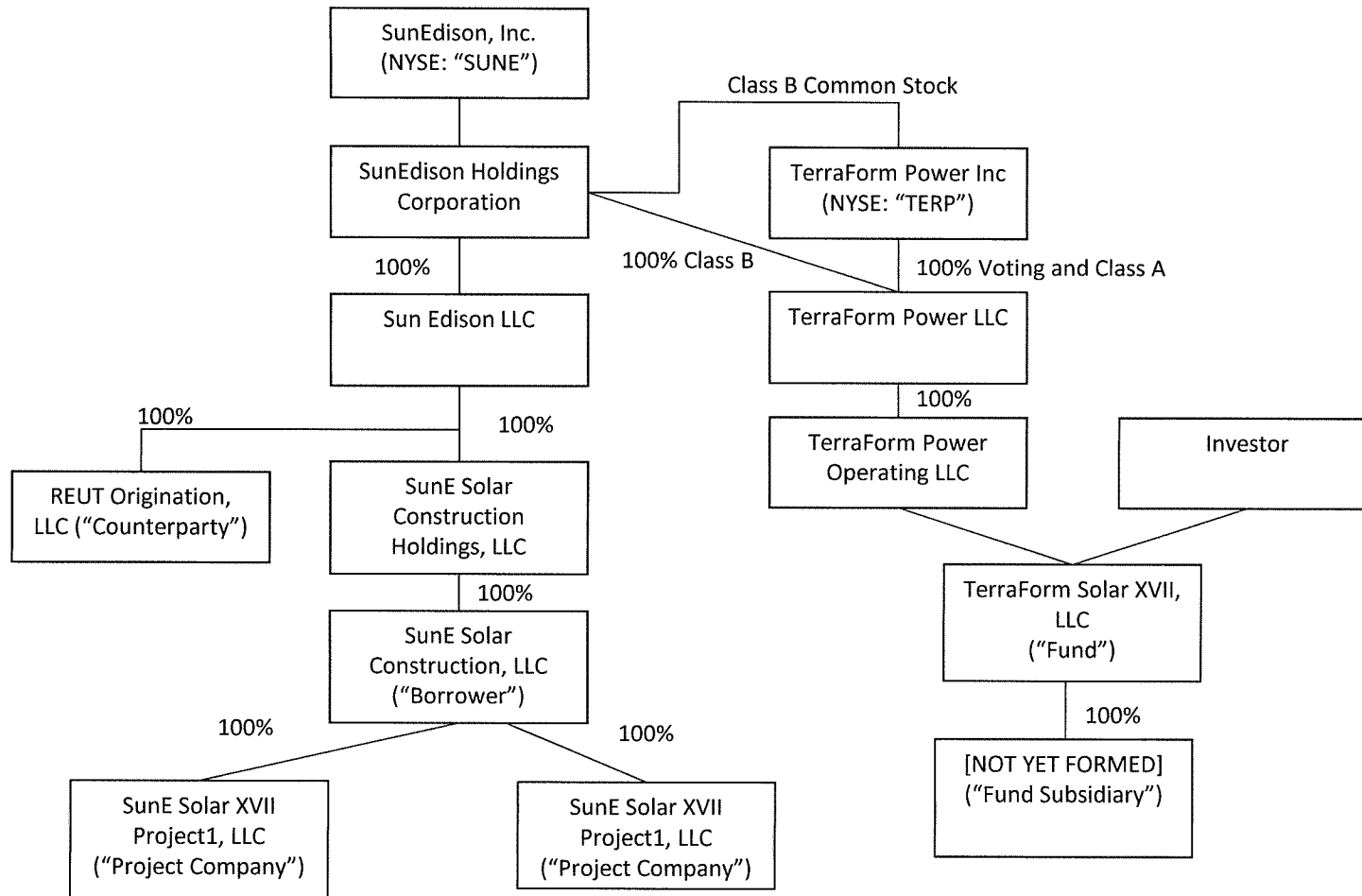
By: 
Name: Sujay Parikh
Title: Authorized Representative

NEWCO:
TERRAFORM SOLAR XVII, LLC

By: 
Name: Jeff Meigel
Title: Authorized Representative

PROVIDER:
SUNE DB18, LLC

By: 
Name: Sujay Parikh
Title: Authorized Representative



- Sun Edison LLC is a wholly owned subsidiary of SunEdison Holdings Corporation, which is a wholly owned subsidiary of SunEdison, Inc.
- Project Company SunE Solar XVII Project1, LLC will be used for the Construction Financing of the Fiddler's Canyon 1 Project and Project Company SunE Solar XVII Project2, LLC will be used for the Construction Financing of the Fiddler's Canyon 2 Project .
- Membership interests in the Project Companies will be assigned to the Fund or the Fund Subsidiary.
- The address of the Fund is (and the address of the Fund Subsidiary will be):

c/o TerraForm Power LLC
 12500 Baltimore Avenue
 Beltsville, MD 20705