

Acknowledgment and Confirmation

This Acknowledgment and Confirmation, dated as of November 23, 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 April 30, 2014 (the "Agreement"), entered into between the Purchaser and SunE DB24, 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 an Amended and Restated Master Development, EPC & Purchase Agreement, dated April 28, 2015 (as amended, amended and restated, modified or supplemented from time to time) 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
7550 Wisconsin Avenue, 9th Floor
Bethesda, MD 20814
Attention: SVP Asset & Risk Management
With a copy to: General Counsel

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

Account Name: Company's Revenue Account
Bank: Wilmington Trust Company
Account Number: 112633-002
ABA Number: 031100092
Reference: Steve Barone, TerraForm Solar XVII Project Holdings, LLC

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

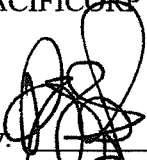
(a) To the best of the direct, actual knowledge of Purchaser, there exists no default and no event or condition that would, with the giving of notice or lapse of time, constitute a default, under the Agreement.

Re: Solar Energy Facility (Milford 2 - PacifiCorp)

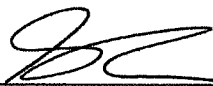
- (b) The Agreement is in full force and effect and there are no authorized amendments thereto and no other authorized agreements or representations of any kind between the Purchaser and Provider as to the subject matter of the Agreement.
- (c) The Agreement has been duly authorized by Purchaser. The Agreement constitutes the legal, valid, binding and enforceable obligation of Purchaser, and has not been transferred, sold, pledged, encumbered or assigned by Purchaser.

[signature page follows]


PURCHASER:
PACIFICORP

By: 
Name: Bruce Griswold
Title: Director, Solar Energy Division

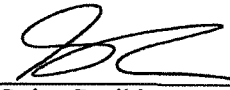
SUNED:
SUN EDISON LLC

By: 
Name: Sujay Parikh
Title: Authorized Representative

NEWCO:
TERRAFORM SOLAR XVII, LLC

By: 
Name: Jeff Meigel
Title: Authorized Representative

PROVIDER:
SUNE DB24, LLC

By: 
Name: Sujay Parikh
Title: Authorized Representative