

Assignment and Assumption Agreement  
(Fiddler's Canyon 1)

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is entered into as of March 20, 2015 (the "Effective Date") by each of REUT Origination, LLC ("Assignor") and SunE Solar XVII Project1, LLC ("Assignee").

WHEREAS, Assignor desires to assign, transfer and deliver to Assignee the Assigned Interests (as defined below) as indicated in Schedule 1 hereto, and Assignee desires to acquire and accept the Assigned Interests from Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Definitions. Capitalized terms used herein shall have the meanings set forth below, unless otherwise indicated.

"Assigned Interests" means the Contract Interests and the Membership Interests as identified in Schedule 1 hereto.

"Contract Interests" means those contractual rights and obligations of Assignor identified in Part A of Schedule 1 hereto.

"Membership Interests" means those membership interests of Assignor identified in Part B of Schedule 1 hereto.

2. Assignment of Interests.

(a) Assignor hereby irrevocably transfers, conveys, assigns and delivers to the Assignee all of Assignor's right, title, benefits and interest in and to the Assigned Interests identified in Schedule 1.

(b) Assignee hereby accepts the assignment and transfer of the Assigned Interests identified in Schedule 1 and in acceptance of Contract Interests, shall be party to the Contract Interests in the role of Assignee of such Contract Interests, and the Assignee agrees, for the benefit of Assignor, that Assignee will, from and after the date hereof, perform, observe and be bound by all of the obligations applicable to Assignor under the Contract Interests.

3. Representations and Warranties. Assignor hereby represents and warrants for the benefit of the Assignee that: (a) the Assignor is the sole owner of the Contract Interests; (b) the Assignor has all requisite power and authority and legal right to transfer, convey, assign and deliver the Contract Interests; (c) the Assignor has taken all action necessary to execute and deliver this Assignment and any and all other documents required or permitted to be executed or delivered by it in connection with this Assignment and to fulfill its obligations under, and to consummate the transactions contemplated by, this Assignment; (d) no material breach of any Contract Interest by any of the parties thereto has occurred and is continuing or will occur by the making and performance of this Assignment and any other documents required or permitted to

be executed or delivered by it in connection with this Assignment, and Assignor is in compliance with all of the material terms and conditions of such Contract Interests; (e) the making and performance of this Assignment and any other documents required or permitted to be executed or delivered by it in connection with this Assignment do not and will not violate any law or regulation of the jurisdiction of its organization or any other law or regulation applicable to it, any provision of its charter or by-laws (or comparable constituent documents) or any order of any court or regulatory body and will not result in the breach of, or constitute a default, or require any consent, under any agreement, instrument or document to which it is a party or by which it or any of its property may be bound or affected; and (f) that Assignor has not assigned or encumbered any of its rights to the Contract Interests.

4. Governing Law and Consent to Jurisdiction. This Assignment and any agreement or instrument required hereunder (to the extent not expressly provided for therein) shall be governed by and construed in accordance with the laws of the State of New York including Sections 5-1401 and 5-1402 of the New York General Obligations Law.

5. Further Assurances. Assignor agrees to execute, acknowledge and deliver, as appropriate, any and all such other and additional instruments, notices, and other documents and to perform such other acts as may be reasonably necessary more fully to assure the Assignee, its successors and assigns, all of the rights and interests hereby assigned, conveyed and transferred or intended to be so assigned, conveyed and transferred.

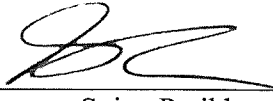
6. Counterparts and Headings. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Electronic delivery of an executed counterpart of a signature page to this Assignment shall be effective as delivery of an original executed counterpart of this Assignment. The headings used in this Assignment have been inserted for convenience of reference only and do not define, limit, interpret or constitute a part of this Assignment.

*[signature page follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed, delivered and made effective by one of its duly authorized officers as of the Effective Date.

Assignor:


REUT Origination, LLC

By:   
Name: Sujay Parikh  
Title: Authorized Representative

ACCEPTED AND AGREED WITH RESPECT TO THE ASSIGNED INTERESTS:

Assignee:

SunE Solar XVII Project1, LLC

By:   
Name: Sujay Parikh  
Title: Authorized Representative

**SCHEDULE 1**

**A. Contract Interests:**

**Assignor                  Assignee                  Contract Interests**

1	REUT Origination, LLC	SunE Solar XVII Project1, LLC	Power Purchase Agreement, dated May 29, 2013, between Assignor and PacifiCorp
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**B. Membership Interests:**

**Assignor                  Assignee                  Membership Interests**

1	N/A	N/A	N/A
2	N/A	N/A	N/A

## LENDER CONSENT

This CONSENT AND AGREEMENT (this "Consent"), dated as of March 25<sup>th</sup>, 2015, is entered into by and among PacifiCorp, an Oregon corporation, acting in its merchant function capacity (together with its permitted successors and assigns, "PacifiCorp"), Deutsche Bank Trust Company Americas, in its capacity as collateral agent for the Lenders and the other Secured Parties referred to below (together with its successors, designees and assigns in such capacity, "Collateral Agent") and SunE Solar XVII Project1, LLC, a limited liability company formed and existing under the laws of the State of Delaware (together with its permitted successors and assigns, "Project Company"). Unless otherwise defined, all capitalized terms have the meaning given in the PPA (as hereinafter defined).

WHEREAS, Project Company intends to develop, construct, install, test, own, operate and use an approximately 3 MW (AC) solar-powered electric generating facility located in Iron County, Utah known as the Fiddler's Canyon 1 Solar Generation Project (the "Project").

WHEREAS, in connection with the construction financing of the Project, the Borrowers (as defined below) have obtained, or intend to obtain, one or more loans for the benefit of Project Company pursuant to that certain Financing Agreement, dated as of March 26, 2014, among Project Company's direct parent, SunE Solar Construction, LLC ("SunE Solar"), SunE Solar Construction #2, LLC (together with SunE Solar, jointly and severally, the "Borrowers"), the financial institutions from time to time parties thereto (the "Lenders"), Wilmington Trust, N.A. as Administrative Agent, Deutsche Bank Securities Inc., as Lead Arranger, Bookrunner, Structuring Bank and Documentation Agent, and Deutsche Bank Trust Company Americas, as Loan Paying Agent and as Collateral Agent (as amended, amended and restated, modified or supplemented from time to time, the "Financing Agreement").

WHEREAS, PacifiCorp and Project Company (as assignee of REUT Origination, LLC) are parties to that certain Power Purchase Agreement, dated as of May 29, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof, the "PPA").

WHEREAS, pursuant to a guaranty and security agreement to be executed by, among others, Project Company and Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Project Company will agree, among other things, to assign, as collateral security for the Borrowers' obligations under the Financing Agreement and related documents (collectively, the "Financing Documents"), all of its right, title and interest in, to and under the PPA to Collateral Agent for the benefit of the Lenders and each other entity or person entitled to collateral security under the Financing Documents (collectively, the "Secured Parties").

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

### SECTION 1. CONSENT TO ASSIGNMENT

PacifiCorp acknowledges the assignments referred to in the 4<sup>th</sup> Recital above, consents to the collateral assignment of the PPA pursuant thereto, and agrees with Collateral Agent as follows:

- (A) Collateral Agent shall be entitled (but not obligated) to exercise all rights and to cure any defaults of Project Company under the PPA, subject to applicable notice and cure periods provided in the PPA. Upon receipt of notice from Collateral Agent, PacifiCorp agrees to accept such exercise and cure by Collateral Agent if timely made by Collateral Agent under the PPA and this Consent. PacifiCorp agrees to make all payments to be made by PacifiCorp to Project Company under the PPA directly into the account specified on Exhibit A attached hereto, or to such other person or account as may be specified from time to time by the Collateral Agent to PacifiCorp in writing.
- (B) PacifiCorp will not, without the prior written consent of Collateral Agent (such consent not to be unreasonably withheld), (i) cancel or terminate the PPA, or consent to or accept any cancellation, termination or suspension thereof by Project Company, except as provided in the PPA and in accordance with subparagraph 1(C) hereof, (ii) sell, assign or otherwise dispose (by operation of law or otherwise) of any part of its interest in the PPA, except as provided in the PPA or (iii) amend or modify the PPA in any manner materially adverse to the interest of the Secured Parties in the PPA as collateral security under the Security Agreement.
- (C) PacifiCorp agrees to deliver (x) duplicates or copies of all notices of default delivered by PacifiCorp under or pursuant to the PPA and (y) duplicates or copies of any notice of foreclosure received by PacifiCorp from a person or entity other than the Collateral Agent that triggers a default under Section 11.1.2(d) of the PPA (any such notice referred to in clauses (x) and (y) above, a “Default Notice”), in each case, to Collateral Agent in accordance with the notice provisions of this Consent. PacifiCorp may deliver any such Default Notice concurrently with delivery of the Default Notice to Project Company under the PPA. Collateral Agent shall have the later of (a) the same period of time to cure the breach or default that Project Company is entitled to under the PPA, except that if PacifiCorp does not deliver the Default Notice to Collateral Agent concurrently with delivery of the Default Notice to Project Company under the PPA, then as to Collateral Agent, the applicable cure period under the PPA shall begin on the date on which the Default Notice is given to Collateral Agent, or (b) ninety (90) days from the date the Default Notice is delivered to Collateral Agent to cure such default if such breach or default cannot be cured by the payment of money to PacifiCorp, so long as Collateral Agent continues to perform any monetary obligations under the PPA, Section 11.1.2(c) of the PPA is not being breached, and all other obligations under the PPA are performed by Project Company or Collateral Agent or its designees or assignees. If possession of the Project is necessary to cure such breach or default, and Collateral Agent or its designees or assignees declare Project Company in default and commence foreclosure proceedings, Collateral Agent or its designees or assignees will be allowed a reasonable period to complete such proceedings. PacifiCorp consents to the transfer of Project Company's interest under the PPA to the Lenders or Collateral Agent or their designees or assignees or any of them or a purchaser or grantee pursuant to the terms of the Financing Documents upon enforcement of such security at a foreclosure sale by judicial or

nonjudicial foreclosure and sale or by a conveyance by Project Company in lieu of foreclosure and agrees that upon such foreclosure, sale or conveyance, PacifiCorp shall recognize the Lenders or Collateral Agent or their designees or assignees or any of them or other purchaser or grantee as the applicable party under the PPA (provided that such Lenders or Collateral Agent or their designees or assignees or purchaser or grantee assume the obligations of Project Company under the PPA, including satisfaction and compliance with all requirements of Article 8 of the PPA).

- (D) Notwithstanding subparagraph 1(C) above, in the event that the PPA is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, or if the PPA is terminated for any reason other than a default which could have been but was not cured by Collateral Agent or its designees or assignees as provided in subparagraph 1 (C) above, and if, within forty-five (45) days after such rejection or termination, the Lenders, the Collateral Agent, or their successors or assigns shall so request, to the extent permitted by applicable law, PacifiCorp and the Lenders or Collateral Agent or their designees or assignees will enter into a new contract. Such new contract shall be on substantially the same terms and conditions as the original PPA for the remaining term of the original PPA before giving effect to such termination, provided, however that such terms shall be modified to the extent PacifiCorp reasonably determines such modifications are necessary to comply with any laws, rules or regulations applicable to Project Company, PacifiCorp or Lender, including any state, and federal constitutions, statutes, rules, regulations, published rates, and orders of governmental bodies and all judicial orders, judgments and decrees in effect at such time. Lenders or Collateral Agent or their designees or assignees shall cure any payment defaults then existing under the original PPA prior to entering into a new contract.
- (E) In the event Collateral Agent, the Lenders or their designees or assignees elect to perform Project Company's obligations under the PPA as provided in subparagraph 1(C) above or enter into a new contract as provided in subparagraph 1(D) above, the recourse of PacifiCorp against Collateral Agent, Lenders or their designees and assignees shall be limited to such parties' interests in the Project, the credit support required under Article 8 of the PPA, and recourse against the assets of any party or entity that assumes the PPA or that enters into such new contract.
- (F) In the event Collateral Agent, the Lenders or their designees or assignees succeed to Project Company's interest under the PPA, Collateral Agent, the Lenders or their designees or assignees shall cure any then-existing payment and performance defaults under the PPA, except any performance defaults of Project Company itself which by their nature are not susceptible of being cured and do not impair PacifiCorp's rights under the PPA. Collateral Agent, the Lenders and their designees or assignees shall have the right to assign all or a pro rata interest in the PPA or the new contract entered into pursuant to subparagraph 1 (d) above to a person or entity to whom Project Company's interest in the Project is transferred, provided such transferee assumes the obligations of Project Company under the PPA. Upon such assignment, Collateral Agent and the Lenders and their designees or assignees (including their agents and employees, but excluding Project

Company) shall be released from any further liability thereunder accruing from and after the date of such assignment, to the extent of the interest assigned.

## SECTION 2. REPRESENTATIONS AND WARRANTIES

PacifiCorp, acting in its merchant function capacity (and therefore specifically excluding the knowledge of PacifiCorp, acting in its transmission function capacity ("PacifiCorp Transmission"), as to any of the matters stated below, and without imputation to PacifiCorp of any knowledge whatsoever relating to the PacifiCorp Transmission, whether as a result of information publicly posted to the open access same-time information system or otherwise), hereby represents and warrants that as of the date of this Consent:

- (A) It (i) is a corporation duly formed and validly existing under the laws of the state of its organization, (ii) is duly qualified, authorized to do business and in good standing in every jurisdiction necessary to perform its obligations under this Consent, and (iii) has all requisite corporate power and authority to enter into and to perform its obligations hereunder and under the PPA, and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby;
- (B) the execution, delivery and performance of this Consent and the PPA have been duly authorized by all necessary corporate action on its part and do not require any approvals, material filings with, or consents of any entity or person which have not previously been obtained or made;
- (C) each of this Consent and the PPA is in full force and effect;
- (D) each of this Consent and the PPA has been duly executed and delivered on its behalf and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as the enforceability thereof maybe limited as set forth in Section 3.1.5 of the PPA;
- (E) there is no litigation, arbitration, investigation or other proceeding pending for which PacifiCorp has received service of process or, to PacifiCorp's actual knowledge, threatened, against PacifiCorp relating solely to this Consent or the PPA and the transactions contemplated hereby and thereby;
- (F) the execution, delivery and performance by it of this Consent and the PPA, and the consummation of the transactions contemplated hereby, will not result in any violation of, breach of or default under any term of (i) its formation or governance documents, or (ii) any material contract or material agreement to which it is a party or by which it or its property is bound, or of any material Requirements of Law presently in effect having applicability to it, the violation, breach or default of which could have a material adverse effect on its ability to perform its obligations under this Consent;



(G) neither PacifiCorp nor, to PacifiCorp's actual knowledge, any other party to the PPA, is in default of any of its obligations thereunder;

(H) to the best of PacifiCorp's actual knowledge, (i) no event of Force Majeure exists under, and as defined in, the PPA and (ii) no event or condition exists which would either immediately or with the passage of any applicable grace period or giving of notice, or both, enable either PacifiCorp or Project Company to terminate or suspend its obligations under the PPA; and

(I) the PPA and the documents and instruments contemplated therein and this Consent are the only agreements between Project Company and PacifiCorp with respect to the Project.

Each of the representations and warranties set forth herein shall survive the execution and delivery of this Consent and the consummation of the transactions contemplated hereby.

### SECTION 3. NOTICES

All notices required or permitted hereunder shall be in writing and shall be effective (a) upon receipt if hand delivered, (b) upon telephonic verification of receipt if sent by facsimile and (c) if otherwise delivered, upon the earlier of receipt or three (3) Business Days after being sent registered or certified mail, return receipt requested, with proper postage affixed thereto, or by private courier or delivery service with charges prepaid, and addressed as specified below:

If to PacifiCorp:

PacifiCorp  
825 NE Multnomah, Suite 600  
Portland, Oregon 97232- 2315  
Attn: Director, Origination - Commercial & Trading  
Telefacsimile (503) 813-6260

If to Collateral Agent:

Deutsche Bank Trust Company Americas  
60 Wall Street – 16th Floor  
MSNYC60-1630  
New York, NY 10005  
Attention: Project Finance, SunE Solar Project  
Facsimile: (732) 578-4636

If to Project Company:

SunEdison  
Attn: Regional Operations Manager - Utah  
600 Clipper Drive

Belmont, CA 94002  
Telefacsimile (443) 909-7150  
Telephone (866) 786-3346

with a copy to:

SunEdison  
Attn: General Counsel  
600 Clipper Drive  
Belmont, CA 94002  
Telefacsimile (443) 909-7150

Any party shall have the right to change its address for notice hereunder to any other location within the United States by giving thirty (30) days written notice to the other parties in the manner set forth above.

#### SECTION 4. ASSIGNMENT, TERMINATION, AMENDMENT AND GOVERNING LAW

This Consent shall be binding upon and benefit the successors and assigns of the parties hereto and their respective successors, transferees and assigns (including without limitation, any entity that refinances all or any portion of the obligations under the Financing Agreement). PacifiCorp agrees (a) to confirm such continuing obligation in writing upon the reasonable request of (and at the expense of) Project Company, Collateral Agent, the Lenders or any of their respective successors, transferees or assigns, and (b) to cause any successor-in-interest to PacifiCorp with respect to its interest in the PPA to assume, in writing in form and substance reasonably satisfactory to Collateral Agent, the obligations of PacifiCorp hereunder. Any purported assignment or transfer of the PPA by PacifiCorp not in conjunction with the written instrument of assumption contemplated by the foregoing clause (b) shall be null and void. No termination, amendment, variation or waiver of any provisions of this Consent shall be effective unless in writing and executed by the parties hereto. This Consent shall be governed by the laws of the State of New York (without giving effect to the principles thereof relating to conflicts of law except Section 5-1401 and 5-1402 of the New York General Obligations Law).

#### SECTION 5. COUNTERPARTS

This Consent may be executed in one or more duplicate counterparts, and when executed and delivered by all the parties listed below, shall constitute a single binding agreement.

#### SECTION 6. SEVERABILITY

In case any provision of this Consent, or the obligations of any of the parties hereto, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, or the obligations of the other parties hereto, shall not in any way be affected or impaired thereby.

#### SECTION 7. ACKNOWLEDGMENTS BY PROJECT COMPANY

Project Company, by its execution hereof, acknowledges and agrees that notwithstanding any term to the contrary in the PPA, PacifiCorp may perform as set forth herein and that neither the execution of this Consent, the performance by PacifiCorp of any of the obligations of PacifiCorp hereunder, the exercise of any of the rights of PacifiCorp hereunder, or the acceptance by PacifiCorp of performance of the PPA by any party other than Project Company shall (1) release Project Company from any obligation of Project Company under the PPA, (2) constitute a consent by PacifiCorp to, or impute knowledge to PacifiCorp of, any specific terms or conditions of the Financing Agreement, the Security Agreement or any of the other Financing Documents, or (3) constitute a waiver by PacifiCorp of any of its rights under the PPA. Project Company acknowledges hereby for the benefit of PacifiCorp that none of the Financing Agreement, the Security Agreement, the Financing Documents or any other documents executed in connection therewith alter, amend, modify or impair (or purport to alter, amend, modify or impair) any provisions of the PPA. Notwithstanding the foregoing sentence, the parties hereto acknowledge that this Consent affects PacifiCorp's rights under the PPA vis a vis the Collateral Agent and the other Secured Parties, but Project Company shall have no rights against PacifiCorp on account of this Consent.

#### SECTION 8. ACKNOWLEDGMENT BY PACIFICORP AND PROJECT COMPANY

PacifiCorp agrees that it will not terminate the PPA or take any remedial action under the PPA as a result of the occurrence of a default under Section 11.1.2(d) of the PPA due solely to an acceleration of Project Company or Borrowers' obligations under the Financing Documents, the Project Company or Borrowers' failure to pay or otherwise satisfy such accelerated obligations or exercise of remedies under the Financing Documents, including a foreclosure and the delivery of any related notice of foreclosure, in a manner that is consistent with this Consent, and that any such default shall be deemed cured in the event that the Lenders or Collateral Agent or their designees or assignees or a purchaser or grantee succeeds to Project Company's interest under the PPA in accordance with the last sentence of Section 1(C) of this Consent.

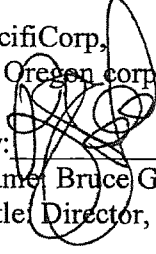
#### SECTION 9. JURY TRIAL WAIVER

THE PARTIES EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

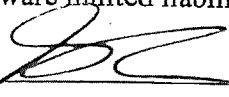
*[signature pages follow]*

IN WITNESS WHEREOF, the parties hereto by their officers thereunto duly authorized, have duly executed this Consent as of the date first set forth above.

PacifiCorp,  
an Oregon corporation

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

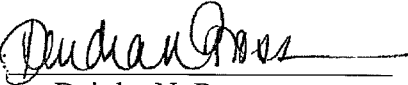
SunE Solar XVII Project1, LLC,  
a Delaware limited liability company

By: 

Name:

Title:

Deutsche Bank Trust Company Americas,  
as Collateral Agent for the Secured Parties

By:   
Name: Deirdra N. Ross  
Title: Vice President

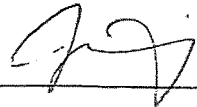
By: \_\_\_\_\_  
Name:  
Title:

Deutsche Bank Trust Company Americas,  
as Collateral Agent for the Secured Parties

By: \_\_\_\_\_

Name: **DEIRDRA N. ROSS**

Title: **VICE PRESIDENT**

By:  \_\_\_\_\_

Name:

**Li Jiang**

Title:

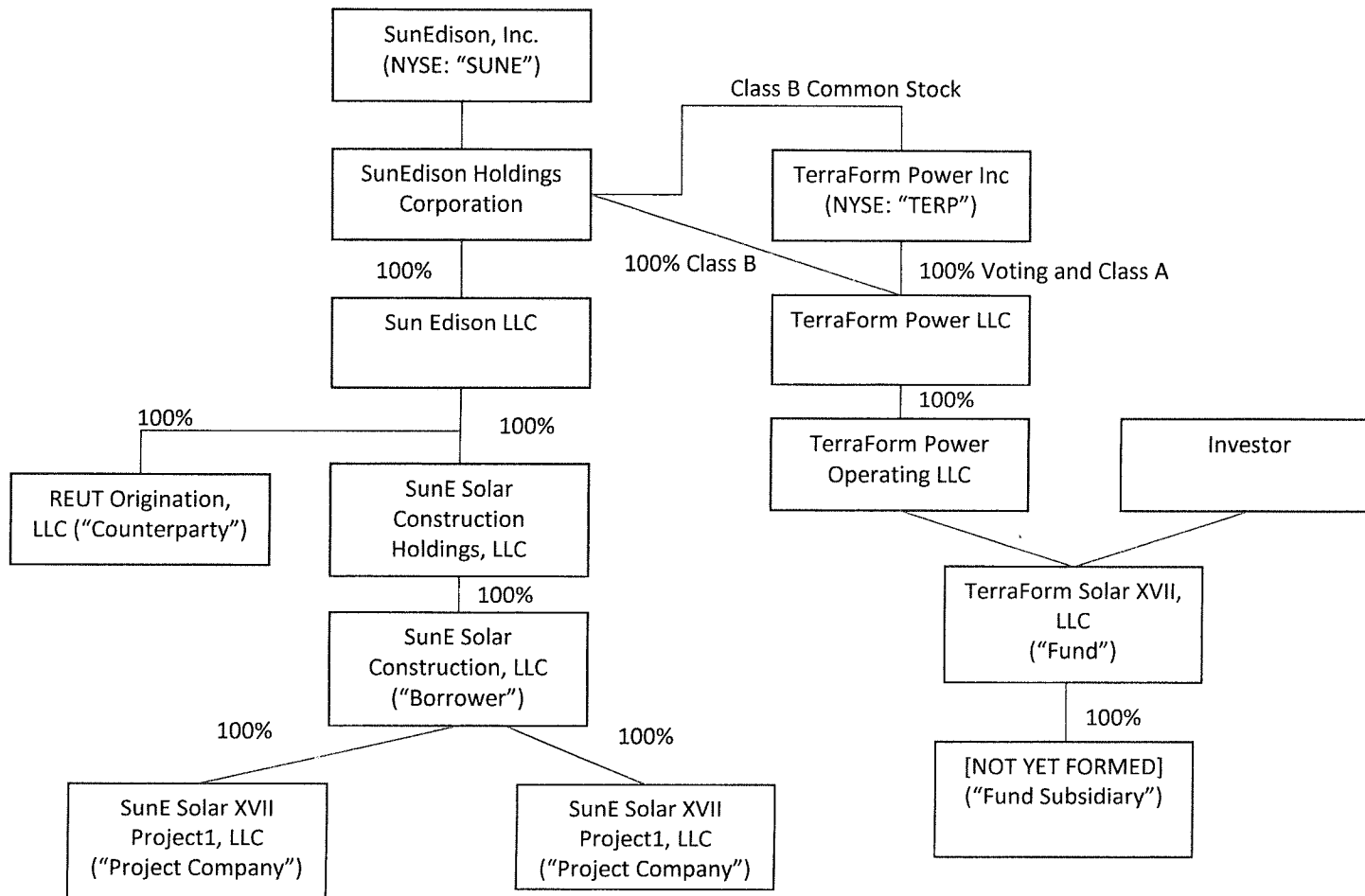
**Assistant Vice President**

**EXHIBIT A  
TO LENDER CONSENT**

**PAYMENT INSTRUCTIONS**

Accounts Bank	Wilmington Trust Company
ABA Number	031100092
Account Number	098309-004
Reference	Steve Barone, SunE Solar Construction, LLC





- 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