

Acknowledgment and Confirmation

This Acknowledgment and Confirmation, dated as of October 28, 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 October 29, 2013 (the "Agreement"), entered into between the Purchaser and SunE Solar XVII Project3, 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 (Fiddlers3 - 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, Terraform Originator

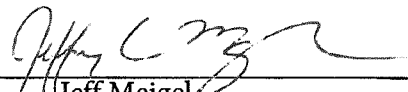
PROVIDER:
SUNE SOLAR XVII PROJECT3, LLC

By: 
Name: Sujay Parikh
Title: Authorized Representative

SUNED:
SUN EDISON LLC

By: 
Name: Sujay Parikh
Title: Authorized Representative

NEWCO:
TERRAFORM SOLAR XVII, LLC

By: 
Name: Jeff Meigel
Title: Authorized Representative

Assignment and Assumption Agreement
(Fiddler's Canyon 3)

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is entered into as of May 11, 2015 (the "Effective Date") by each of REUT Origination, LLC ("Assignor") and SunE Solar XVII Project3, 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 Project3, LLC

By: 
Name: Sujay Parikh
Title: Authorized Representative

SCHEDULE 1

A. Contract Interests:

	<u>Assignor</u>	<u>Assignee</u>	<u>Contract Interests</u>
1	REUT Origination, LLC	SunE Solar XVII Project3, LLC	Power Purchase Agreement, dated October 29, 2013, between Assignor and PacifiCorp
2	REUT Origination, LLC	SunE Solar XVII Project3, LLC	Generating Facility Electrical Interconnection Agreement, dated April 14, 2014, between Assignor and PacifiCorp d/b/a Rocky Mountain Power
3	REUT Origination, LLC	SunE Solar XVII Project3, LLC	Ground Lease, dated March 18, 2015, between Fiddler's Canyon, LLC and Assignor
			Ref: UT-12-0035

B. Membership Interests:

	<u>Assignor</u>	<u>Assignee</u>	<u>Membership Interests</u>
1	N/A	N/A	N/A
2	N/A	N/A	N/A