

**ACKNOWLEDGMENT AND CONSENT TO ASSIGNMENT
OF
POWER PURCHASE AGREEMENT**

THIS ACKNOWLEDGEMENT AND CONSENT TO ASSIGNMENT (the "Agreement") is entered into on this 22 day of July, 2016, by and among Oregon Solar Land Holdings, LLC, an Oregon Limited Liability Company ("Assignor"), OSLH, LLC, an Oregon Limited Liability Company ("Assignee"), and PacifiCorp, an Oregon corporation ("PacifiCorp"), collectively known as the "Parties".

RECITALS:

- A. WHEREAS, Assignor has agreed to sell Assignee certain assets, including, but not limited to, the Q572 Collier solar facility located in Deschutes County, Oregon (the "Assigned Assets");
- B. WHEREAS, Assignor is assigning to the Assignee, and Assignee is assuming the obligations of Assignor arising and to be performed on and after the date hereof under, the Power Purchase Agreement ("PPA") dated June 30, 2015, between PacifiCorp and Assignor, which PPA constitutes part of the Assigned Assets;
- C. WHEREAS, pursuant to Section 21 of the PPA, Assignor may assign the PPA to Assignee with the prior written consent of PacifiCorp; and
- D. WHEREAS, the Parties desire to enter into this Agreement to memorialize PacifiCorp's consent to Assignor's assignment of the PPA to Assignee, and to confirm certain facts with respect to the PPA.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- 1. Assignor hereby assigns, conveys, and transfers to Assignee all of Assignor's right, title, and interest in, to, and under the PPA.
- 2. Assignee hereby assumes all liabilities and obligations of Assignee arising and to be performed under the PPA on and after the date hereof, and excluding any such liabilities and obligations arising or to be performed prior to the date hereof.
- 3. Assignee hereby represents and warrants to PacifiCorp that: (i) it is a Limited Liability Company duly organized and validly existing under the laws of the State of Oregon; (ii) it has corporate power and corporate authority to enter into this Agreement; and (iii) this

Agreement and Assignee's duties, undertaking, and obligations under the PPA to be performed on and after the date hereof do not contravene or constitute a default under Assignee's organizational documents.

4. Notices shall be provided to Assignee at the following address:

Interconnection Customer: OSLH, LLC
Attention: Troy Snyder
Address: 3519 NE 15th Ave, Suite 325
City: Portland, OR 97212
Phone: (636) 474-9067
E-mail: troy@tlscapital.com


An agreement to amend the PPA or new PPA form will be sent to this address in order to capture the changes to the appropriate Section of the PPA detailing contact and customer information.

5. PacifiCorp hereby irrevocably consents to the assignment by the Assignor of all of its right, title, and interest in, to, and under the PPA, and the assumption by Assignee of the obligations of Assignor thereunder arising and to be performed on and after the date hereof. Nothing herein shall be construed to waive or release any right which PacifiCorp may have to prohibit further assignment of the PPA without PacifiCorp's consent.
6. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
7. This Agreement may be executed in one or more counterparts with the same effect as if the signatures hereto and thereto were upon the same instrument. Signatures delivered by facsimile or by PDF shall have the same effect as original signatures.
8. Assignor and Assignee shall cooperate and take such actions as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Agreement.
9. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to conflicts of laws rules that require or permit the application of the laws of another jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

PACIFICORP



Signature

Bruce Griswold

Printed Name of Signor

Director, Shastahem Organization

Title of Signor

July 22, 2016

Date

Oregon Solar Land Holdings, LLC

DocuSigned by:

Troy Snyder

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Signature

Troy Snyder

Printed Name of Signor

Manager

Title of Signor

7/22/2016

Date

OSLH, LLC

DocuSigned by:

Troy Snyder

D04C2337AFD84D6...

Signature

Troy Snyder

Printed Name of Signor

Manager

Title of Signor

7/22/2016

Date