Hearing Date: January 12, 2017 at 10:00 a.m. (prevailing Eastern Time)
Objection Deadline: January 5, 2017 at 4:00 p.m. (prevailing Eastern Time)

The Debtors will request that the Court deem any Notice Party's lack of objection by January 5, 2017 at 4:00 p.m. (Prevailing Eastern Time), or a withdrawal of any such objection, as consent to the Sale Transaction for purposes of section 363(f)(2) of the Bankruptcy Code.

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Jay M. Goffman
J. Eric Ivester
Four Times Square
New York, New York 10036-6522
Telephone: (212) 735-3000
Fax: (212) 735-2000

-and-

James J. Mazza, Jr. (admitted *pro hac vice*)
Louis S. Chiappetta (admitted *pro hac vice*)
155 N. Wacker Dr.
Chicago, Illinois 60606-1720
Telephone: (312) 407-0700
Fax: (312) 407-0411

Counsel for Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	:	**Chapter 11**
SUNEDISON, INC., *et al.*,	:	**Case No. 16-10992 (SMB)**
Debtors.[1]	:	**(Jointly Administered)**

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's tax identification number are as follows: SunEdison, Inc. (5767); SunEdison DG, LLC (N/A); SUNE Wind Holdings, Inc. (2144); SUNE Hawaii Solar Holdings, LLC (0994); First Wind Solar Portfolio, LLC (5014); First Wind California Holdings, LLC (7697); SunEdison Holdings Corporation (8669); SunEdison Utility Holdings, Inc. (6443); SunEdison International, Inc. (4551); SUNE ML 1, LLC (3132); MEMC Pasadena, Inc. (5238); Solaicx (1969); SunEdison Contracting, LLC (3819); NVT, LLC (5370); NVT Licenses, LLC (5445); Team-Solar, Inc. (7782); SunEdison Canada, LLC (6287); Enflex Corporation (5515); Fotowatio Renewable Ventures, Inc. (1788); Silver Ridge Power Holdings, LLC (5886); SunEdison International, LLC (1567); Sun Edison LLC (1450); SunEdison Products Singapore Pte. Ltd. (7373); SunEdison Residential Services, LLC (5787); PVT Solar, Inc. (3308); SEV Merger Sub Inc. (N/A); Sunflower Renewable Holdings 1, LLC (6273); Blue Sky West Capital, LLC (7962); First Wind Oakfield Portfolio, LLC (3711); First Wind Panhandle Holdings III, LLC (4238); DSP Renewables, LLC (5513); Hancock Renewables Holdings, LLC (N/A); EverStream HoldCo Fund I, LLC (9564); Buckthorn Renewables Holdings, LLC (7616); Greenmountain Wind Holdings, LLC (N/A); Rattlesnake Flat Holdings, LLC (N/A); Somerset Wind Holdings, LLC (N/A); SunE Waiawa Holdings, LLC (9757); SunE MN Development, LLC (8669); SunE MN Development Holdings, LLC (5388); and SunE Minnesota Holdings, LLC (8926); TerraForm Private Holdings, LLC (5993). The address of the Debtors' corporate headquarters is 13736 Riverport Dr., Maryland Heights, Missouri 63043.

NOTICE OF DEBTORS' MOTION FOR AN ORDER (A) APPROVING THE SALE OF CERTAIN EQUITY INTERESTS IN THE ATLANTIC POWER WAREHOUSE FREE AND CLEAR OF ALL LIENS, CLAIMS, AND LIABILITIES, (B) APPROVING CERTAIN RELEASES IN CONNECTION THEREWITH, AND (C) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE that on December 16, 2016, SunEdison, Inc. and certain of its affiliates, the debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors") filed the *Debtors' Motion For An Order (A) Approving The Sale Of Certain Equity Interests In The Atlantic Power Warehouse Free And Clear Of All Liens, Claims, And Liabilities, (B) Approving Certain Releases In Connection Therewith, And (C) Granting Related Relief* (the "Motion").

PLEASE TAKE FURTHER NOTICE that a hearing on the Motion will be held before the Honorable Stuart M. Bernstein, United States Bankruptcy Judge for the Southern District of New York, in the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Courtroom 723, New York, New York 10004 (the "Bankruptcy Court"), on **January 12, 2017 at 10:00 a.m. (Prevailing Eastern Time)** (the "Hearing"), or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that the Debtors will request that the Court deem any Notice Party's (as defined in the Motion) lack of objection by January 5, 2017 at 4:00 p.m. (Prevailing Eastern Time), or a withdrawal of any such objection, as consent to the Sale Transaction for purposes of section 363(f)(2) of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that responses or objections to the Motion and the relief requested therein, if any, must be made in writing and (a) filed with the Bankruptcy Court no later than **4:00 p.m. (Prevailing Eastern Time) on January 5, 2017** (the "Objection Deadline") and (b) served so as to be actually received by the following parties by the Objection Deadline:

(i) the Debtors, SunEdison, Inc., 13736 Riverport Dr., Maryland Heights, Missouri 63043;

(ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, NY 10036, Attn: Jay M. Goffman (Jay.Goffman@skadden.com), J. Eric Ivester (Eric.Ivester@skadden.com), and 155 North Wacker Dr., Chicago, IL 60606, Attn: James J. Mazza, Jr. (James.Mazza@skadden.com) and Louis S. Chiappetta (Louis.Chiappetta@skadden.com);

(iii) the Office of the United States Trustee, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, NY 10014, Attn: Paul Schwartzberg (Paul.Schwartzberg@usdoj.gov);

(iv) counsel to the administrative agent under the Debtors' prepetition first lien credit agreement, Latham & Watkins, 330 North Wabash Avenue, Suite 2800, Chicago, IL, Attn: Richard Levy (richard.levy@lw.com) and Brad Kotler (brad.kotler@lw.com);

(v) counsel to the Tranche B Lenders (as defined in the debtor-in-possession credit agreement) and the steering committee of the second lien creditors, Akin Gump Strauss Hauer & Field, LLP, One Bryant Park, Bank of America Tower, New York, NY, 10036, Attn: Arik Preis (apreis@akingump.com) and Naomi Moss (nmoss@akingump.com);

(vi) counsel to the administrative agent under the Debtors' prepetition second lien credit agreement, Pillsbury Winthrop Shaw Pittman LLP, 1540 Broadway, New York, NY 10036, Attn: Daniel S. Brown (daniel.brown@pillsburylaw.com);

(vii) counsel to the collateral trustee under the Debtors' prepetition second lien credit agreement and the indenture trustee under each of the Debtors' outstanding bond issuances, WilmerHale, 7 World Trade Center, New York, NY 10007, Attn: Andrew Goldman (andrew.goldman@wilmerhale.com);

(viii) the Office of the United States Attorney for the Southern District of New York, 86 Chambers Street, 3rd Floor, New York, NY 10007;

(ix) counsel to the administrative agent under the postpetition debtor-in-possession financing facility, White & Case LLP, 1155 Avenue of the Americas, New York, NY 10036-2787, Attn: Scott Greissman (sgreissman@whitecase.com) and Elizabeth Feld (efeld@whitecase.com);

(x) counsel to the ad hoc group of certain holders of the Debtors' convertible senior notes, White & Case LLP, 1155 Avenue of the Americas, New York, NY 10036-2787, Attn: Tom Lauria (tlauria@whitecase.com);

(xi) counsel to the official committee of unsecured creditors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153, Attn: Matthew S. Barr, David J. Lender, Jonathan D. Polkes, Joseph H. Smolinsky and Jill Frizzley (SunEWeilBFR@weil.com) and Morrison & Foerster LLP, 250 West 55th Street, New York, NY 10019, Attn: Lorenzo

Marinuzzi (lmarinuzzi@mofo.com), Jennifer Marines (jmarines@mofo.com) and Jonathan I. Levine (jonlevine@mofo.com);

(xii) counsel to TerraForm Power, Inc. and TerraForm Global, Inc., Sullivan & Cromwell, 125 Broad Street, New York, NY 10004, Attn: Michael H. Torkin (torkinm@sullcrom.com), Andrew G. Dietderich (dietdericha@sullcrom.com), John L. Hardiman (hardimanj@sullcrom.com) and David R. Zylberberg (zylberbergd@sullcrom.com);

(xiii) the Internal Revenue Service, 290 Broadway, New York, NY 10007, Attn: District Director;

(xiv) the Securities and Exchange Commission, 200 Vesey Street, Suite 400, New York, NY 10281, Attn: Bankruptcy Department;

PLEASE TAKE FURTHER NOTICE that unless a written objection to the Motion, with proof of service, is filed with the Bankruptcy Court and a courtesy copy delivered to the Honorable Stuart M. Bernstein's chambers by the Objection Deadline, the Debtors may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order attached to the Motion, which order may be entered with no further notice or opportunity to be heard.

Dated: December 16, 2016
New York, New York

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

By: */s/ J. Eric Ivester*

Jay M. Goffman
J. Eric Ivester
Four Times Square
New York, New York 10036-6522
Telephone: (212) 735-3000
Fax: (212) 735-2000

-and-

James J. Mazza, Jr. (admitted *pro hac vice*)
Louis S. Chiappetta (admitted *pro hac vice*)
155 N. Wacker Dr.
Chicago, Illinois 60606-1720
Telephone: (312) 407-0700
Fax: (312) 407-0411

Counsel for Debtors and Debtors in Possession

Hearing Date: January 12, 2017 at 10:00 a.m. (Prevailing Eastern Time)
Objection Deadline: January 5, 2017 at 4:00 p.m. (Prevailing Eastern Time)

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Jay M. Goffman
J. Eric Ivester
Four Times Square
New York, New York 10036-6522
Telephone: (212) 735-3000
Fax: (212) 735-2000

-and-

James J. Mazza, Jr. (admitted *pro hac vice*)
Louis S. Chiappetta (admitted *pro hac vice*)
155 N. Wacker Dr.
Chicago, Illinois 60606-1720
Telephone: (312) 407-0700
Fax: (312) 407-0411

Counsel for Debtorsand Debtors in Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

- x	
In re :	**Chapter 11**
SUNEDISON, INC., *et al.*, :	**Case No. 16-10992 (SMB)**
Debtors.[1] :	**(Jointly Administered)**
- x	

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's tax identification number are as follows: SunEdison, Inc. (5767); SunEdison DG, LLC (N/A); SUNE Wind Holdings, Inc. (2144); SUNE Hawaii Solar Holdings, LLC (0994); First Wind Solar Portfolio, LLC (5014); First Wind California Holdings, LLC (7697); SunEdison Holdings Corporation (8669); SunEdison Utility Holdings, Inc. (6443); SunEdison International, Inc. (4551); SUNE ML 1, LLC (3132); MEMC Pasadena, Inc. (5238); Solaicx (1969); SunEdison Contracting, LLC (3819); NVT, LLC (5370); NVT Licenses, LLC (5445); Team-Solar, Inc. (7782); SunEdison Canada, LLC (6287); Enflex Corporation (5515); Fotowatio Renewable Ventures, Inc. (1788); Silver Ridge Power Holdings, LLC (5886); SunEdison International, LLC (1567); Sun Edison LLC (1450); SunEdison Products Singapore Pte. Ltd. (7373); SunEdison Residential Services, LLC (5787); PVT Solar, Inc. (3308); SEV Merger Sub Inc. (N/A); Sunflower Renewable Holdings 1, LLC (6273); Blue Sky West Capital, LLC (7962); First Wind Oakfield Portfolio, LLC (3711); First Wind Panhandle Holdings III, LLC (4238); DSP Renewables, LLC (5513); Hancock Renewables Holdings, LLC (N/A); EverStream HoldCo Fund I, LLC (9564); Buckthorn Renewables Holdings, LLC (7616); Greenmountain Wind Holdings, LLC (N/A); Rattlesnake Flat Holdings, LLC (N/A); Somerset Wind Holdings, LLC (N/A); SunE Waiawa Holdings, LLC (9757); SunE MN Development, LLC (8669); SunE MN Development Holdings, LLC (5388); and SunE Minnesota Holdings, LLC (8926); TerraForm Private Holdings, LLC (5993). The address of the Debtors' corporate headquarters is 13736 Riverport Dr., Maryland Heights, Missouri 63043.

DEBTORS' MOTION FOR AN ORDER (A) APPROVING THE SALE OF CERTAIN EQUITY INTERESTS IN THE ATLANTIC POWER WAREHOUSE FREE AND CLEAR OF ALL LIENS, CLAIMS, AND LIABILITIES, (B) APPROVING CERTAIN RELEASES IN CONNECTION THEREWITH, AND (C) GRANTING RELATED RELIEF

This Motion seeks approval for the private sale by Debtor Terraform Private Holdings, LLC[2] ("Seller")[3] of 100% of the outstanding Common Units and its TP PREPP Units in TerraForm Private, LLC, a non-debtor entity (collectively, the "Equity Interests"). The Seller, TerraForm Private Holdings, LLC, filed a petition under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") immediately prior to filing this Motion pursuant to the terms of the MIPA (defined below) to obtain relief under section 363 of the Bankruptcy Code. TerraForm Private, LLC is a holding company for the "Atlantic Power Warehouse," a collection of operating project entities that together provide approximately 806 MW of wind-power capacity.

Specifically, Seller (together with the other debtors and debtors in possession in the above-captioned cases, the "Debtors") hereby moves (the "Motion") this Court for entry of an order, substantially in the form attached hereto as Exhibit A (the "Sale Order") authorizing (i) Seller to enter into, and perform its obligations under, that certain Membership Interest Purchase Agreement, dated as of December 14, 2016 (as may be amended or otherwise modified in accordance with the terms thereof and hereof, the "MIPA," and such transaction, the "Sale Transaction") attached hereto as Exhibit B, by and among Seller, DIF INFRA 4 US LLC, and

[2] TerraForm Private Holdings, LLC and TerraForm Private, LLC are not owned, either directly or indirectly, by TerraForm Power, Inc. or TerraForm Global, Inc. (together, the "Yieldcos").

[3] The Debtors together with their Non-Debtor affiliates are referred to herein as "SunEdison" or the "Company". For purposes herein, the definition of "SunEdison" and "Company" does not include TerraForm Power, Inc. and TerraForm Global, Inc., and each of their respective direct and indirect subsidiaries, unless otherwise provided.

DIF IV CO-INVEST LLC (together, the "Buyer") and (ii) the Debtors to provide certain releases as set forth in, and provided by, the MIPA and as contained in the Order.

In support of the Motion, the Debtors rely upon and incorporate by reference the Declaration of Patrick M. Cook, Vice-President – Capital Markets and Corporate Finance of SunEdison, Inc. in Support of Chapter 11 Petitions and First Day Pleadings (the "First Day Declaration") [Docket No. 4], filed on April 21, 2016, and the Declaration of Emil Giliotti in Support of the Motion (the "Giliotti Declaration").[4] In further support of the Motion, the Debtors, by and through their undersigned counsel, respectfully represent:

SUMMARY OF CERTAIN TERMS OF THE MIPA[5]

- **Seller.** TerraForm Private Holdings, LLC. See MIPA, recitals. The Seller filed a chapter 11 petition as required by the MIPA immediately prior to the filing of this Motion.
- **Equity Interests.** The Equity Interests consist of all of the (i) Common Units and (ii)TP PREPP Units (each as defined in TerraForm Private, LLC's LLC Agreement) held by the Seller in the non-debtor entity TerraForm Private, LLC. See MIPA, § 2.1.
- **Purchase Price and Sale of Equity Interests.** The Purchase Price is comprised of (i) $41,950,000 in immediately available funds due at the Closing, less (x) the TerraForm Interest Rate Hedge Agreement Consent Costs, and (y) up to $1.5 million in pro rata reimbursements pursuant to § 6.1(o) of the MIPA; and (ii) $550,000 which shall be

[4] The Giliotti Declaration is being filed herewith.

[5] This summary is qualified in its entirety by reference to the provisions of the MIPA. In the event of any inconsistencies between the provisions of the MIPA and this summary, the terms of the MIPA shall govern. Capitalized terms used in this section and Section E of the Motion and not otherwise defined shall have the meanings ascribed thereto in the MIPA.

placed into escrow and disbursed in accordance with the Escrow Agreement (as defined in the MIPA). The Purchase Price may be subject to reduction for (i) the TerraForm Interest Rate Hedge Agreement Consent Costs, which include certain amounts that may be required to be paid to obtain consents or waivers of default under certain secured hedge agreements, and (ii) reimbursement, up to $1.5 million, for certain costs, such as payment of debt service, incurred by the other holders of TP PREPP Units – i.e., the Buyer and John Hancock – which may be paid or contributed by such holders on behalf of Seller, with Seller's approval, in the event TerraForm Private, LLC requires additional liquidity prior to the Closing. See MIPA, §§ 2.1, 6.1(o).

- **Releases:** Each of the Debtors in the Chapter 11 Cases proposes to release, on its own behalf and on behalf of its Affiliates, the Buyer, TerraForm Private, LLC, the Project Holdings Companies (as defined in the MIPA) and the Project Companies (as defined in the MIPA) from any and all claims, demands, rights, causes of action, whether known or unknown, that it has or may have against the Released Parties relating to or in connection with the Equity Interests or with the Buyer's existing investments in TerraForm Private, LLC (the "MIPA Releases"). See MIPA, § 6.1(n); proposed Sale Order § 19. The MIPA Releases shall, in all instances, be subject to the Debtors' authority to provide such release under applicable non-bankruptcy law.

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and this Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

2. The legal predicates for the relief requested herein are Bankruptcy Code sections 105 and 363, Rules 2002, 6004, 9014 and 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 6004-1 of the Local Rules (the "Local Bankruptcy Rules") for the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") and the Guidelines for the Conduct of Assets Sales promulgated by General Order M-383 of the Bankruptcy Court (the "Sale Guidelines").

BACKGROUND

A. The Chapter 11 Cases

3. On April 21, 2016,[6] twenty-six of the Debtors commenced a case (the "Initial Chapter 11 Cases") by filing a petition for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of New York. On June 1, 2016, an additional six Debtors[7] filed voluntary petitions for relief under the Bankruptcy Code (the "June 1 Cases"). On July 20, 2016, an additional Debtor[8] filed a voluntary petition for relief under the Bankruptcy Code (the "July 20 Case"). On August 9, 2016, an additional five Debtors[9] filed voluntary petitions for relief under the Bankruptcy Code (the "August 9 Cases"), on August 10, 2016, an additional three Debtors[10] filed voluntary petitions for relief under the Bankruptcy Code (the

[6] References to "Petition Date" refer to the petition date of the applicable debtor.

[7] Sunflower Renewable Holdings 1, LLC (6273); Blue Sky West Capital, LLC (7962); First Wind Oakfield Portfolio, LLC (3711); First Wind Panhandle Holdings III, LLC (4238); DSP Renewables, LLC (5513); Hancock Renewables Holdings, LLC (N/A).

[8] EverStream Holdco Fund I, LLC (9564).

[9] Buckthorn Renewables Holdings, LLC (7616); Greenmountain Wind Holdings, LLC (N/A); Rattlesnake Flat Holdings, LLC (N/A); Somerset Wind Holdings, LLC (N/A); and SunE Waiawa Holdings, LLC (9757).

[10] SunE MN Development, LLC (8669); SunE MN Development Holdings, LLC (5388); and SunE Minnesota Holdings, LLC (8926).

"August 10 Cases"), and on December 16, 2016, the Seller filed a voluntary petition for relief under the Bankruptcy Code in connection with the MIPA (the "December 16 Case," and together with the Initial Chapter 11 Cases, the June 1 Cases, the July 20 Case, the August 9 Cases, and the December 16 Case, the "Chapter 11 Cases"). The Debtors' Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered.

4. The Debtors continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

5. On April 29, 2016, the Office of the United States Trustee for the Southern District of New York (the "United States Trustee") appointed an Official Committee of Unsecured Creditors (the "Committee"). No trustee or examiner has been appointed in the Debtors' Chapter 11 Cases.

6. At the time of the Initial Chapter 11 Cases, SunEdison was one of the world's leading developers of renewable-energy solutions. In addition to its development business, SunEdison owned, operated, and/or provided maintenance services for clean power generation assets. SunEdison's businesses are global enterprises with substantial development activities on six continents at the time of filing.

7. Additional factual background information regarding the Debtors when these cases were commenced, including their business operations, their corporate and capital structure, and the events leading to these Chapter 11 Cases, is set forth in detail in the First Day Declaration.

B. The Equity Interests

8. The Seller, TerraForm Private Holdings, LLC, holds the Equity Interests in TerraForm Private, LLC, which in turn holds certain indirect interests in a group of fully constructed and operating wind power projects with approximately 806 MW of capacity. The Equity Interests, which were originally acquired from Atlantic Power in June 2015,[11] consist of two types: (i) TP PREPP Units, entitling the holder to dividends as a preferred stockholder, and (ii) Common Units, which provide a managing interest, but a subordinated economic stake. The Seller owns all of the Common Units, as well as 11.7% of the outstanding PREPP Units, with the remainder of the PREPP Units held separately by the Buyer and John Hancock.

9. SunEdison paid $95 million to acquire the Equity Interests – $20 million of which was allocated to the TP PREPP Units and $75 million was allocated to the Common Units.[12] Macquarie, predecessor to the Buyer, purchased its TP PREPP Units for $100 million and John Hancock did so for $50 million.

10. TerraForm AP Acquisitions Holdings, LLC, the direct subsidiary of TerraForm Private, LLC, is a borrower under a term loan with approximately $258.468 million outstanding as of November 9, 2016. Due to an inability to deliver audited financials, such term loan has been in default, causing the incurrence of approximately $14,000 per day in default interest since May 29, 2016 with an additional daily interest charge of approximately $10,000 beginning on June 30, 2016. The default interest had the effect of reducing the value of the

---

[11] Originally, one of TerraForm Power, Inc.'s ("TERP") subsidiaries intended to purchase the Atlantic Power Warehouse from Atlantic Power. However, prior to such transaction's closing, SunEdison caused its subsidiary, TerraForm Private, LLC, to step into TERP's shoes to close the transaction and granted TERP a call right over the acquired assets. While the Debtors are providing certain releases under the proposed Sale Order, the Debtors would retain their right to bring a claim against TERP based upon these actions.

[12] SunEdison also paid an additional $5 million to Morgan Stanley on account of TERP's unpaid advisory and/or commitment fees.

Common Units, due to the priority in distributions payable to the holders of TP PREPP Units. On December 5, 2016, Seller was successful in negotiating forbearance with respect to this default interest. In connection with that forbearance agreement, the lenders also pre-approved a change of control to Buyer and no one else.

11. To consummate the Sale Transaction, at the request of the Buyer, the Seller filed a voluntary petition under Chapter 11 of the Bankruptcy Code immediately prior to the filing of this Motion.

C. The Proposed Transaction

12. The MIPA contemplates the sale of the Seller's Equity Interests to the Buyer for a total of $42,500,000, subject to certain reductions for the cost of obtaining certain consents under secured hedge agreements (as described below), (the "Purchase Price") payable as follows: (i) at Closing, $41,950,000 less (x) the TerraForm Interest Rate Hedge Agreement Consent Costs payable in cash to the Seller, and (y) any reimbursement, up to $1.5 million, for certain costs, such as debt service, incurred by the other holders of TP PREPP Units – i.e., the Buyer and John Hancock – which may be paid or contributed by such holders on behalf of Seller, with Seller's approval; and (ii) $550,000 (the "Escrow Amount") paid into escrow and to be released to Seller within twelve (12) months following the Closing in accordance with § 8.5(b) of the MIPA.

D. The Debtors' Marketing and Sales Efforts

13. Prior to the April 21, 2016, in connection with a potential sale process for the Equity Interests as well as other assets of the Company, Rothschild and the Company identified and developed a list of potentially interested parties and solicited such parties' interest in a sale transaction, including the Buyer.

14. A virtual data room was established containing extensive information about the Equity Interests, including documents describing its operations and financial results in considerable detail. Rothschild and the Company engaged in negotiations with five parties specifically interested in the Equity Interests, all of whom executed a non-disclosure agreements ("NDA") and submitted indicative offers, including the Buyer.

15. In May 2016, the Seller entered discussions with the parties that entered into NDAs in connection with the sale of the Equity Interests. Several weeks thereafter, in July 2016, the Seller began intensive negotiations with the Buyer – all while continuing to explore alternatives from other potential purchasers[13] – and continued to negotiate the MIPA through the first week in December 2016. During the course of negotiations, the Buyer offered substantial additional monetary consideration on the condition that the deal proceed through a private sale, rather than a public auction.

16. In evaluating the offers, the Buyer provided the most compelling offer – both in terms of amount of consideration and certainty of closing. In order to close the Sale Transaction, the Seller must obtain numerous consents to a change of control from project-level counterparties. Since the Buyer is already the largest holder of TP PREPP Units, the Seller believes that obtaining consents to a change of control to the Buyer will be much easier than to a new entrant to the capital structure. Indeed, in anticipation of a potential deal with the Buyer, the Seller has already obtained the consent of the term lenders to a change of control to the Buyer.

17. The Buyer has certain unique attributes which make it particularly well-suited to serving as purchaser of the Equity Interests. The Buyer has a right of first offer by

[13] At one point, Seller and SunEdison Holdings Corp. entered into an exclusivity agreement with Buyer, but such agreement was only in effect from August 16, 2016 through September 20, 2016.

virtue of its holdings of the TP PREPP Units and, separately, a right to consent to any substitution of the managing member. While the Seller believes that such right of first offer has already been satisfied – or is otherwise not enforceable in bankruptcy – selection of the Buyer avoids the need for litigation on this point. Separate from the right of first offer, selecting the Buyer as the purchaser of the Equity Interests frees the Seller from seeking the Buyer's consent to a change in the managing member of TerraForm Private, LLC. Such consent would be required – and potentially difficult to obtain – for any other purchaser.

18. As a result, the Debtors have determined that the Buyer's offer for the Equity Interests is fair, reasonable, and in the best interests of the Debtors' estates, their creditors, and all other parties in interest.[14]

RELIEF REQUESTED

19. By this Motion, the Debtors will seek entry of the Sale Order that will approve the sale of the Equity Interests to the Buyer and grant related relief.

20. For the reasons set forth herein, the Debtors submit that the relief requested herein is in the best interest of the Debtors, their estates, creditors, stakeholders, and other parties in interest, and therefore, should be granted.

BASIS FOR RELIEF

A. Sound Business Purpose

21. The Seller has a sound business justification for consummating the Sale Transaction. The Debtors' highest priority in the Chapter 11 Cases is to maximize the value of

[14] The Debtors have actively engaged with the respective representatives and advisors for the DIP Agent, Tranche B Lenders (as defined in the DIP Credit Agreement) and the Committee in connection with the relief requested herein. Specifically, the Debtors provided drafts of the MIPA and this Motion to the respective representatives and advisors for the DIP Agent, Tranche B Lenders, and the Committee and included various comments received from such advisors. The Debtors also provided other information to, and answered questions from, the respective representatives and advisors for the DIP Agent, Tranche B Lenders, and the Committee.

their estates. To that end, the Seller has secured, after extensive negotiations, a compelling offer from the Buyer for the Equity Interests – specifically, $41,950,000 in cash payable at the Closing (subject to certain downward adjustments described in Paragraph 22 below), plus $550,000 paid into escrow at Closing and subject to release to the Seller as provided in the MIPA. The Debtors do not believe that additional consideration or deal certainty will be available through a public auction process.

B. The MIPA

22. After extensive arm's-length negotiations – lasting from July through December 2016, the Seller and the Buyer executed the MIPA. As set forth herein, the Seller entered into the MIPA after extensive marketing efforts, negotiations, and analysis, and submits that the Purchase Price is fair and provides reasonable value in exchange for the Equity Interests.

23. The MIPA was negotiated, proposed, and entered into by the Seller and the Buyer without collusion, in good faith, and from arm's-length bargaining positions. The Seller, the Buyer, and all other relevant parties were represented by sophisticated and experienced advisors and attorneys.

C. Extraordinary Provisions Under the Sale Guidelines[15]

24. The proposed Sale Order, and the MIPA contain the following items that may be considered Extraordinary Provisions under the Sale Guidelines:[16]

- **Private Sale**. The sale of the Equity Interests pursuant to the MIPA does not contemplate an auction or other further competitive bidding process. As

---

[15] Unless otherwise defined in the summary set forth in the accompanying text, capitalized terms shall have the meanings ascribed to them in the MIPA.

[16] The following list of possible Extraordinary Provisions, as such term is defined in the Sale Guidelines, is not intended to be an admission that any of these items are unusual relief in a sale of significant assets of a large chapter 11 debtor pursuant to Bankruptcy Code section 363. Extraordinary Provisions that are not applicable here have not been included in the following list.

described in more detail herein and in the Giliotti Declaration, the Debtors believe that a sale of the Equity Interests to the Buyer provides the best opportunity to maximize value of the Equity Interests, particularly given the extensive marketing process completed to date. Additionally, the selection of a different buyer would require consent of both the Buyer, under the terms of the organizational documents of TerraForm Private, LLC, and the lenders under TerraForm AP Acquisitions Holdings, LLC's[17] term loan, which could involve further costs and thus decrease the value of the Equity Interests.

- **Deadlines that Effectively Limit Notice**: As is set forth in the MIPA, the Sale Transaction may be terminated if the Sale Approval Order is not entered by January 19, 2017. See MIPA, § 7.1(a)(ii)(3).

- **Good Faith Deposit**: The Buyer is required to submit a good faith deposit in the amount of $4 million. See MIPA, § 2.5.

- **Interim Arrangements with Proposed Buyer**: The Seller is required to comply with certain customary interim operating covenants under the terms of the MIPA. See MIPA, § 5.2.

- **Requested Findings as to Successor Liability**: The Debtors seek a finding that the Buyer is not and shall not be deemed a successor to the Seller as a result of the consummation of the Transactions. See Sale Order ¶ P.

- **Requested Findings as to Fraudulent Conveyance**: The proposed Sale Order requests findings that the MIPA was not entered into for the purpose of hindering, delaying, or defrauding the present or future creditors of the Seller, the Debtors and the Releasing Parties, either under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing and that each of the Seller, the Debtors, and Releasing Parties is receiving value, directly or indirectly, that is reasonably equivalent for the transfers made to the Buyer. See Sale Order ¶ M.

- **No-Solicitation Provisions**: Unless the MIPA is terminated, the Seller agrees that it or its representatives shall not enter into discussions regarding, or solicit, an Alternative Transaction, which does not apply to whole-company transactions or plans of reorganization that may involve the Equity Interests. See MIPA § 5.4.

- **Record Retention**: Following the Closing, each Party will use commercially reasonable efforts to provide the other Party with copies and extracts of the books, records and other data relating to the business or financial or operating condition of TerraForm Private, LLC in the possession of such Party with respect to periods

[17] TerraForm AP Acquisitions Holdings, LLC is the direct subsidiary of TerraForm Private, LLC.

prior to the Closing Date, in the case of the Buyer, for any reason, and in the case of the Seller, to the extent that such copies may be reasonably required by the Seller in connection with any audit, investigation, action or any other reasonable business purpose relating to the Seller, including as required in the Bankruptcy Cases, or in connection with its rights under the MIPA. Further, the Buyer agrees for a period of seven (7) years after the Closing Date, not to destroy or otherwise dispose of any such books, records and other data. See MIPA, § 5.5(b)

- **Sale Free and Clear**: The Equity Interests shall be transferred free and clear of all interests to the fullest extent permitted by Bankruptcy Code section 363.
- **Relief from Bankruptcy Rule 6004(h)**: The Debtors seek relief from the fourteen (14) day stay imposed by Bankruptcy Rule 6004(h).

APPLICABLE AUTHORITY

25. The Debtors submit that application of the section 363(b) standard for sales outside of the ordinary course of a debtor's business is met here. Section 363(b)(1) of the Bankruptcy Code provides, in relevant part: "The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." This Court's power under Bankruptcy Code section 363 is supplemented by Bankruptcy Code section 105(a), which provides in relevant part: "The Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." Bankruptcy Code section 105(a). As set forth below, the Debtors submit they have satisfied the requirements of Bankruptcy Code sections 105 and 363, including sections 363(m) and 363(f), as those sections have been construed by courts in the Second Circuit. Moreover, as discussed below, the Debtors submit that the releases are part and parcel of the Sale Transaction and are justified under section 363 and Bankruptcy Rule 9019.

A. Approval Of The Sale Transaction Is Warranted Under Bankruptcy Code Section 363(b) Because A Sound Business Justification Exists.

26. A debtor should be authorized to sell assets outside of the ordinary course of business pursuant to section 363(b) of the Bankruptcy Code and prior to obtaining a

confirmed plan of reorganization if it demonstrates a sound business purpose for doing so. See, e.g., Official Comm. of Unsecured Creditors of LTV Aerospace & Def. Co. v. LTV Corp. (In re Chateaugay Corp.), 973 F.2d 141, 143-45 (2d Cir. 1992) (court reviewing a section 363(b) application must find from evidence presented a good business reason to grant such application); see, e.g., Licensing by Paolo, Inc. v. Sinatra (In re Gucci), 126 F.3d 380, 387 (2d Cir. 1997); Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.), 722 F.2d 1063, 1070-71 (2d Cir. 1983); In Bos. Generating, LLC, 440 B.R. 302, 322 (Bankr. S.D.N.Y. 2010); In re Glob. Crossing Ltd., 295 B.R. 726, 743 (Bankr. S.D.N.Y. 2003); In re Ionosphere Clubs, Inc., 100 B.R. 670, 675 (Bankr. S.D.N.Y. 1989).

27. The Debtors have articulated a clear business justification for entering into the Sale Transaction. As explained in greater detail above, the Debtors have determined that a sale of the Equity Interests will maximize value and is in the best interests of the Debtors, their creditors, their estates, their stakeholders, and other parties in interest. Further, as noted in the Giliotti Declaration, the Debtors have determined in their business judgment that a divestiture of the Equity Interests is in line with the Debtors' general strategy, and will provide significant value for the Debtors' estates, their creditors, and all other parties in interest.

28. Once a sound business justification for a sale outside of a plan has been shown, the Court must also determine that (i) the debtors have provided the interested parties with adequate and reasonable notice, (ii) the sale price is fair and reasonable, and (iii) the Buyer is proceeding in good faith. See In re Gen. Motors Corp., 407 B.R. 463, 493-94 (Bankr. S.D.N.Y. 2009); In re Betty Owens Sch., No. 96 Civ. 3576 (PKL), 1997 U.S. Dist. LEXIS 5877, at *14 (S.D.N.Y. Apr. 16, 1997); Polvay v. B.O. Acquisitions, Inc. (In re Betty Owens Sch., Inc.), No. 96 Civ. 3576 (PKL), 1997 WL 188127, at *4 (S.D.N.Y. Apr. 17, 1997).

29. Furthermore, Bankruptcy Code 363(b) applies to private sales consummated in the absence of competitive bidding. See, e.g., In re Wieboldt Stores, Inc., 92 B.R. 309, 312 (N.D. Ill. 1988) ("Section 363(b) is not limited to sales involving competitive bidding. Bankruptcy Rule 6004, which sets forth procedures for Section 363(b) transfers, expressly provides for private sales."). In this District, General Order M-383 requires that, if a debtor moves to sell assets in the absence of an auction or if the debtor has not otherwise sought higher or better offers, the movant must state and explain why such sale is likely to maximize the sale price. Amended Guidelines for the Conduct of Asset Sales, General Order M-383, 1.D.3 ("General Order M-383").

30. The sale price is fair and reasonable. To date, as set forth in greater detail above and in the Giliotti Declaration, a virtual data room was established containing extensive information about the Equity Interests. Rothschild engaged with five parties specifically about the Equity Interests, all of whom executed an NDA and submitted indicative offers, including the Buyer. Further, the Seller and its advisors have participated in significant negotiations with the Buyer – spanning from July through December of 2016 – in the formulation of the MIPA and the Sale Transaction.

31. Thus, the Debtors entered into the MIPA after a thorough effort to market the Equity Interests and extensive arm's-length negotiations with the Buyer. The Debtors are confident that, given this market check, the sale price is fair and reasonable.

32. Furthermore, the sale of the Equity Interests to any other buyer would involve additional execution risk, without providing commensurate additional consideration. Indeed, in order to close the Sale Transaction, the Seller must obtain numerous consents to a change of control from project-level counterparties. Since the Buyer is already the largest holder

of TP PREPP Units, the Seller believes that obtaining consents to a change of control to the Buyer will be much easier than to a new entrant to the capital structure. In anticipation of a potential deal with the Buyer, the Seller already has obtained the consent of the term lenders to a change of control to the Buyer. Buyer also has agreed to provide substantial additional monetary consideration over its initial offer in exchange for conducting a private sale.

33. Moreover, Bankruptcy Rule 6004(f)(1) explicitly permits a debtor to enter into transactions outside of the ordinary course of business through private sales. As discussed above, the sale to the Buyer provides the Debtors with the best opportunity to maximize the sale price of the Equity Interests and prevent the value loss associated with time delay, including the need to obtain consents both from the Buyer, as a holder of TP PREPP Units in TerraForm Private, LLC, and from the lenders under TerraForm AP Acquisitions Holdings, LLC's term loan. In the Debtors' judgment, a sale to any other party would likely result in delay and added costs without a materially better price. Thus, in balancing these facts, the Debtors believe their best option is to effect the Sale Transaction through a private sale. This Court in this case and other courts in this district have approved private sales in accordance with General Order M-383 where the benefit of the private sale outweighs the delay and expense of conducting a public auction. See In re SunEdison, Inc., Case No. 16-109952 (SMB) (Bankr. S.D.N.Y. July 15, 2016) [Docket No. 785] (authorizing private sale of equity in project company where delay would result in increased costs to estate); In re Hawker Beechcraft, Inc., Case No. 12-11873 (SMB) (Bankr. S.D.N.Y. Nov. 29, 2012) [Docket No. 857] (authorizing private sale under Rule 6004(f)(1) where public auction would require estate to incur substantial additional costs, but would result in no additional value to the estate); In re Dewey & Leboeuf LLP, 2012 Bankr. LEXIS 5116 at *17-18 (Bankr. S.D.N.Y. Nov. 1, 2012) (finding good business reason to sell

assets pursuant to private sale where public sale would be more costly); In re Chemtura Corp., Case No. 09-11233 (REG), 2010 Bankr. LEXIS 5349 (Bankr. S.D.N.Y. July 23, 2010) (approving private sale of debtor's business pursuant to asset purchase agreement where prior purchase right would stifle third party interest in the business and purchaser was uniquely positioned to operate the business).

B. The Proposed Sale Transaction Satisfies The Requirements Of Bankruptcy Code Section 363(f) For A Sale Free And Clear of All Encumbrances, Including Successor Liability Claims.

34. Bankruptcy Code section 363(f) permits a debtor to sell property free and clear of another party's interest in the property if: (1) applicable non-bankruptcy law permits such a free and clear sale; (2) the holder of the interest consents; (3) the interest is a lien and the sale price of the property exceeds the value of all liens on the property; (4) the interest is in bona fide dispute; or (5) the holder of the interest could be compelled in a legal or equitable proceeding to accept a monetary satisfaction of its interest. Because Bankruptcy Code section 363(f) is stated in the disjunctive, satisfaction of any one of its five requirements suffices for approval of the proposed sale. See Scherer v. Fed. Nat'l Mortg. Ass'n (In re Terrace Chalet Apartments, Ltd.), 159 B.R. 821, 825 (N.D. Ill. 1993) (sale extinguishes liens under section 363(f) as long as one of the five specified exceptions applies).

35. To the knowledge of the Seller, the Equity Interests are wholly unencumbered. Nonetheless, the Debtors submit that Bankruptcy Code sections 363(f)(2) and (5) are met. First, all parties known to have asserted an interest on the Equity Interests will receive notice of the Sale Transaction. To the extent they have not objected by **January 5, 2017 at 4:00 p.m. (prevailing Eastern Time)**, the Debtors will request the Court to deem such non-

objection as consent to the Sale Transaction free and clear of all interests.[18] The Seller further proposes that upon the closing, any party with an interest in the Equity Interests, if any, shall have a corresponding interest in and to the proceeds of the Sale Transaction, as such interest will attach to the proceeds of the Sale Transaction with the same validity, priority and force and effect as such interest had immediately prior to the closing of the Sale Transaction. Finally, although the Debtors are aware of none, all such persons asserting an interest in the Equity Interests could be compelled to accept money satisfaction for their interests. As such, the requirements of section 363(f) of the Bankruptcy Code would be satisfied for the sale of the Equity Interests free and clear of all interests. Alternatively, the Debtors submit that subsection (1), (3) or (4) of section 363(f) each enable the Debtors to sell the Equity Interests free and clear of such interests.

36. The Debtors also submit that it is appropriate to sell the Equity Interests free and clear of successor liability claims. Such limitations on successor liability ensure that the Buyer is protected from any claims or lawsuits premised on the theory that the Buyer is a successor in interest to one or more of the Seller's estate. If such relief is not granted, the purpose of an order purporting to authorize the transfer of assets free and clear pursuant to section 363(f) would be frustrated by the potential for claimants to thereafter use the transfer as a basis to assert claims against a buyer arising from a seller's pre-sale conduct.

37. Courts consistently have held that a buyer of a debtor's assets pursuant to a Bankruptcy Code section 363 sale takes free and clear from successor liability relating to the debtor's business. See, e.g., In Matter of Motors Liquidation Co., 829 F.3d 135, 155 (2d Cir.

[18] The Debtors note that the Equity Interests are not encumbered by liens under the DIP Facility due to issues of a type described in Section 6.17(b) of the DIP Credit Agreement. Nonetheless, the Seller is a DIP Loan Party.

2016) ("We agree that successor liability claims can be 'interests' when they flow from a debtor's ownership of transferred assets" and holding that "a bankruptcy court may approve a § 363 sale 'free and clear' of successor liability claims if those claims flow from the debtor's ownership of the sold assets. Such a claim must arise from a (1) right to payment (2) that arose before the filing of the petition or resulted from pre-petition conduct fairly giving rise to the claim"); In re Chrysler LLC, 405 B.R. 84, 111 (Bankr. S.D.N.Y. 2009) ("[I]n personam claims, including any potential state successor or transferee liability claims against New Chrysler, as well as in rem interests, are encompassed by section 363(f) and are therefore extinguished by the Sale Transaction."); Contrarian Funds, LLC v. Westpoint Stevens, Inc. (In re Westpoint Stevens, Inc.), 333 B.R. 30, 50 (S.D.N.Y. 2005) ("Where . . . a sale is to be free and clear of existing liens and interests other than those of the estate, one or more of the criteria specified in section 363(f) of the statute must also be met."), rev'd in part on other grounds, 600 F.3d 231 (2d Cir. 2010).

38. Moreover, this Court's authority under Bankruptcy Code section 363 is supplemented by section 105(a) of the Bankruptcy Code, which provides that "[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code]." Bankruptcy Code section 105(a); see 2 Collier on Bankr. ¶ 105.01 (Alan N. Resnick & Henry J. Sommer eds., 16th ed. 2016); see also Momentum Mfg. Corp. v. Employee Creditors Comm. (In re Momentum Mfg. Corp.), 25 F.3d 1132, 1136 (2d Cir. 1994) ("[B]ankruptcy courts are courts of equity, empowered to invoke equitable principles to achieve fairness and justice in the reorganization process."); Croton River Club, Inc. v. Half Moon Bay Homeowners Ass'n (In re Croton River Club, Inc.), 52 F.3d 41, 45 (2d Cir. 1995) (bankruptcy courts have broad equity power to manage affairs of debtors); Chinichian v. Campolongo (In re Chinichian), 784 F.2d 1440, 1443 (9th Cir. 1986) ("Section 105 sets out the power of the

bankruptcy court to fashion orders as necessary pursuant to the purposes of the Bankruptcy Code."); Volvo White Truck Corp. v. Chambersburg Beverage, Inc. (In re White Motor Credit Corp.), 75 B.R. 944, 948 (Bankr. N.D. Ohio 1987) ("Authority to conduct such sales [free and clear of claims] is within the court's equitable powers when necessary to carry out the provisions of Title 11.").

39. For these reasons, the Buyer should not be liable under any theory of successor liability relating to the Equity Interests; instead, this Court should find that the Equity Interests are free and clear of interests including successor liability claims.

C. The Buyer Should Be Entitled To The Protections Of Bankruptcy Code Section 363(m) And The Sale Does Not Violate Section 363(n).

40. Bankruptcy Code section 363(m) provides in relevant part that the reversal or modification on appeal of an authorization under section 363(b) of a sale or lease of property does not affect the validity of a sale or lease under such authorization to a buyer who bought or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal. See Bankruptcy Code section 363(m). "Although the Bankruptcy Code does not define the meaning of 'good-faith buyer,' . . . most courts have adopted a traditional equitable definition: 'one who purchases the assets for value, in good faith and without notice of adverse claims.'" In re Gucci, 126 F.3d at 390 (citation omitted). The Second Circuit held that "[t]he 'good faith' component of the test under § 363(m) speaks 'to the equity of [the bidder's] conduct in the course of the sale proceedings. Typically, the misconduct that would destroy a purchaser's good faith status at a judicial sale involves fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.'" In Kabro Assocs. Of West Islip, LLC v. Colony Hill Assocs. (In re Colony Hill Assocs.), 111 F.3d 269, 276 (2d Cir. 1997)

(quoting In re Rock Indus. Mach. Corp., 572 F.2d 1195, 1198 (7th Cir. 1978) (interpreting Bankruptcy Rule 805, the precursor to section 363(m))).

41. As set forth in greater detail in this Motion and the Giliotti Declaration in support thereof, the MIPA was negotiated at arm's-length and without collusion, with both parties represented by their own sophisticated counsel. Accordingly, as is customary with transactions negotiated at arm's-length, and as a condition to the Sale Transaction, the Buyer requires that the Sale Order include a provision that it is a "good faith" buyer within the meaning of section 363(m) of the Bankruptcy Code. Giliotti Declaration § 12. Moreover, given the arm's-length negotiations, the Buyer has not engaged in any conduct that would cause or permit the MIPA to be avoided under section 363(n) of the Bankruptcy Code.

D. The MIPA Releases Are Appropriate Under Bankruptcy Rule 9019 And Section 363(b) Of The Bankruptcy Code.

42. As a condition precedent to the Buyer's obligations to Closing, the Buyer has requested full releases for itself, TerraForm Private, LLC, the Project Holding Companies and the Project Companies and their successors (defined in the MIPA as the Released Parties) from any and all claims, demands, rights, causes of action, known or unknown, that the Debtors and Affiliates (as defined in the MIPA) of the Debtors have or may have that relate to or are in connection with the Equity Interests or with the Buyer's existing investments in TerraForm Private, LLC. The Buyer's request for these releases is understandable, given that it does not want to purchase the Equity Interests "free and clear" only to have the Atlantic Power Warehouse be subsequently sued on pre-existing claims, rights demands or causes of action of any of the Debtors or their Affiliates. Put another way, the Buyer seeks to acquire the Equity Interests free and clear of any estate causes of action against the Atlantic Power Warehouse. The Debtors have considered potential estate claims in connection with the Equity Interests and

Buyer's existing investments in TerraForm Private, LLC and believe that the sum of compensation that the Debtors are receiving in connection with monetizing these assets is fair trade for the releases provided pursuant to the Sale Order. Importantly, the releases provided by the Sale Order are limited to allow the Debtors retain their rights to pursue a claim against TERP in connection with the original acquisition of the Equity Interests from Atlantic Power.

43. Compromises are "a normal part of the process of reorganization." Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson, 390 U.S. 414, 424 (1968) (quoting Case v. Los Angeles Lumber Prods. Co., 308 U.S. 106, 130 (1939)). The decision to approve a particular compromise lies within the sound discretion of the bankruptcy court. See Nellis v. Shugrue, 165 B.R. 115, 123 (S.D.N.Y. 1994). A settlement must not "fall below the lowest point in the range of reasonableness." Vaughn v. Drexel Burnham Lambert Group, Inc. (In re Drexel Burnham Lambert Grp.), 134 B.R. 499, 505 (Bankr. S.D.N.Y. 1991); see also Cosoff v. Rodman (In re W.T. Grant Co.), 699 F.2d 599, 608 (2d Cir. 1983); In re Spielfogel, 211 B.R. 133, 144 (Bankr. E.D.N.Y. 1997). Discretion may be exercised by the court "in light of the general public policy favoring settlements." In re Hibbard Brown & Co., Inc., 217 B.R. 41, 46 (Bankr. S.D.N.Y. 1998). A proposed compromise and settlement implicates the issue of whether it is "fair and equitable, and in the best interest of the [debtor's] estate." In re Best Products, 165 B.R. 35, 50 (Bankr. S.D.N.Y. 1994) (internal citations omitted).

44. The following factors are considered in determining whether a settlement should be approved: (i) the probability of success in litigation, with due consideration for the uncertainty in fact and law; (ii) the complexity and likely duration of the litigation and any attendant expense, inconvenience, and delay; (iii) the proportion of creditors who do not object to, or who affirmatively support, the proposed settlement; and (iv) the extent to which the

settlement is truly the product of arm's-length bargaining and not the product of fraud or collusion. See Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc., 390 U.S. at 424; In re Ashford Hotels, Ltd., 226 B.R. 797, 804 (Bankr. S.D.N.Y. 1998); In re Best Prods. Co., 168 B.R. at 50.

45. While a court must "evaluate . . . all . . . factors relevant to a fair and full assessment of the wisdom of the proposed compromise," Anderson, 390 U.S. at 424-25, a court need not conduct a "mini-trial" of the merits of the claims being settled, W.T. Grant Co., 699 F.2d at 608, or conduct a full independent investigation. In re Drexel Burnham Lambert Group, 134 B.R. at 505. "[T]he bankruptcy judge does not have to decide the numerous questions of law and fact . . . . The court need only canvass the settlement to determine whether it is within the accepted range of reasonableness." Nellis, 165 B.R. at 123 (internal citations omitted).

46. The court may give weight to the "informed judgments of the … debtor-in-possession and their counsel that a compromise is fair and equitable, and consider the competency and experience of counsel who support the compromise." In re Drexel Burnham Lambert Group, 134 B.R. at 505 (internal citations omitted); see also In re Purofied Down Prods. Corp., 150 B.R. 519, 522 (S.D.N.Y. 1993); accord In re Ashford Hotels Ltd., 226 B.R. at 802 ("Significantly, that test does not contemplate that [the court] substitute [its] judgment for the Trustee's, but only that [the court] test his choice for reasonableness. … If the Trustee chooses one of two reasonable choices, [the court] must approve that choice, even if, all things being equal, [the court] would have selected the other.").

47. There is no requirement that "the value of the compromise … be dollar-for-dollar the equivalent of the claim." In re Ionosphere Clubs, Inc., 156 B.R. 414, 427 (S.D.N.Y. 1993). While not the settlement at bar, "there is no reason, at least in theory, why a satisfactory

settlement could not amount to a hundredth or even a thousandth part of a single percent of the potential recovery." Id. at 427-28 (quoting City of Detroit v. Grinnell Corp., 495 F.2d 448 (2d Cir. 1974)).

48. In connection with providing the MIPA Releases, the Debtors undertook an analysis of potential estate claims subject to the Buyer's demand for a release. In the Debtors' judgment, a commercial deal in which the estates will benefit from approximately $42.5 million in proceeds, is superior to an uncertain and likely costly litigation path. And as noted above, the estates still retain potential claims they may have against TERP related to the Atlantic Power transaction. As a result, the Debtors exercised their business judgment to determine that the most value-maximizing course was to agree to provide the MIPA Releases in exchange for the Purchase Price.

49. Therefore, the MIPA Releases should be approved by this Court.

WAIVER OF STAY UNDER BANKRUPTCY RULE 6004(h)

50. The Debtors also request that the Court waive the stay imposed by Bankruptcy Rule 6004(h), which provides that "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of fourteen (14) days after entry of the order, unless the court orders otherwise." The sale of the Equity Interests must be approved and consummated promptly in order to preserve the value of the Equity Interests. Therefore, time is of the essence in consummating the Sale Transaction. Accordingly, the Debtors respectfully request that the Court waive the fourteen (14)-day stay imposed by Bankruptcy Rule 6004(h), as the exigent nature of the relief sought herein justifies immediate relief.

RESERVATION OF RIGHTS

51. Nothing contained herein is or should be construed as: (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise to pay any claim; (d) an assumption or rejection of any executory contract or unexpired lease pursuant to Bankruptcy Code section 365; or (e) otherwise affect the Debtors' rights under Bankruptcy Code section 365 to assume or reject any executory contract or unexpired lease with any party subject to this Motion.

NOTICE

52. The Debtors (or their agents) shall serve this Motion and the MIPA by first-class mail, postage prepaid, upon (a) the Office of the United States Trustee for the Southern District of New York; (b) counsel to the administrative agent under the Debtors' prepetition first lien credit agreement; (c) counsel to the Tranche B Lenders and the steering committee of the second lien creditors (the "Steering Committee"); (d) counsel to the administrative agent under the Debtors' prepetition second lien credit agreement; (e) counsel to the collateral trustee under the Debtors' prepetition second lien credit agreement; (f) counsel to the indenture trustee under each of the Debtors' outstanding bond issuances; (g) the U.S. Attorney for the Southern District of New York; (h) counsel to the DIP Agent and DIP Arrangers; (i) counsel to the Committee; (j) counsel to TerraForm Power, Inc. and TerraForm Global, Inc.; (k) the Internal Revenue Service; (l) the Securities and Exchange Commission; (m) any party known to hold or assert any liens, hypothecations, encumbrances, claims, liabilities, security interests, interests, mortgages, pledges, restrictions, rights of first offer or first refusal, or charges (including any conditional sale or other title retention agreement) (the "Encumbrances") in connection with any of the Equity Interests; (n) any party to an executory contract or

unexpired lease to be potentially assumed and assigned or terminated as part of the Sale Transaction; (o) all affected federal, state and local regulatory and taxing authorities; (p) all entities known to have expressed an interest in a transaction with respect to all or part of the Equity Interests during the six (6) months preceding the date hereof; (q) counsel to the Buyer; and (r) any such other party entitled to notice pursuant to Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York (the "Notice Parties"). **The Debtors will request that the Court deem any Notice Party's lack of objection by January 5, 2017 at 4:00 p.m. (Prevailing Eastern Time), or a withdrawal of any such objection, as consent to the Sale Transaction for purposes of section 363(f)(2) of the Bankruptcy Code.**

NO PRIOR REQUEST

53. No previous request for the relief sought herein has been made to this Court or any other court.

CONCLUSION

WHEREFORE the Debtors respectfully request that the Court enter the Sale Order and granting such other and further relief as is just and proper.

Dated: New York, New York
December 16, 2016

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

By: */s/ J. Eric Ivester*
Jay M. Goffman
J. Eric Ivester
Four Times Square
New York, New York 10036-6522
Telephone: (212) 735-3000
Fax: (212) 735-2000

-and-

James J. Mazza, Jr. (admitted *pro hac vice*)
Louis S. Chiappetta (admitted *pro hac vice*)
155 N. Wacker Dr.
Chicago, Illinois 60606-1720
Telephone: (312) 407-0700
Fax: (312) 407-0411

Counsel for Debtors and Debtors in Possession

EXHIBIT A

MIPA

EXECUTION VERSION

MEMBERSHIP INTEREST PURCHASE AGREEMENT

by and between

TERRAFORM PRIVATE HOLDINGS, LLC
as Seller,

and

DIF INFRA 4 US LLC and DIF IV CO-INVEST LLC,
as Buyer

December 14, 2016

Table of Contents

Page

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Definitions 2
Section 1.2 Rules of Construction 13

ARTICLE II

PURCHASE AND SALE; CLOSING

Section 2.1 Purchase and Sale of the Company Membership Interests 14
Section 2.2 The Closing 14
Section 2.3 Sales and Transfer Taxes 15
Section 2.4 Taxes 15
Section 2.5 Deposit 16

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

Section 3.1 Organization, Good Standing and Power 16
Section 3.2 Authority; Execution and Delivery; Enforceability 17
Section 3.3 No Conflicts 17
Section 3.4 No Default 18
Section 3.5 No Litigation 18
Section 3.6 No Brokers 18
Section 3.7 Consents and Approvals 18
Section 3.8 Company Membership Interests 18
Section 3.9 Ownership of Projects 19
Section 3.10 Ownership of Project Companies 19
Section 3.11 Contracts 19
Section 3.12 No Employees 19
Section 3.13 Taxes 19
Section 3.14 Legal Compliance 20
Section 3.15 Environmental Matters 20
Section 3.16 No Material Adverse Effect 21
Section 3.17 Transactions with Affiliates; Atlantic Power Transaction 21
Section 3.18 No Undisclosed Liabilities 21
Section 3.19 Compliance with Separateness Provisions 21
Section 3.20 No Other Agreements to Sell 21

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER

Section 4.1 Organization, Good Standing and Power 22
Section 4.2 Authority; Execution and Delivery; Enforceability 22
Section 4.3 No Conflicts 22
Section 4.4 No Default 23
Section 4.5 No Litigation 23
Section 4.6 Financing 23
Section 4.7 Consents and Approvals 23
Section 4.8 No Brokers 23
Section 4.9 Investment Representation 23
Section 4.10 Accredited Investor 23
Section 4.11 Company LLC Agreement 24

ARTICLE V

COVENANTS OF THE PARTIES

Section 5.1 Access by Buyer. 24
Section 5.2 Interim Period Operations 25
Section 5.3 Good Faith Efforts; Required Approvals 26
Section 5.4 Exclusivity 27
Section 5.5 Post-Closing Cooperation and Access. 28
Section 5.6 Certain Employees 28
Section 5.7 Notification 28
Section 5.8 Replacement of Credit Support 29
Section 5.9 [Reserved]. 29
Section 5.10 Certain Management Contract Undertakings 29

ARTICLE VI

CONDITIONS TO OBLIGATIONS

Section 6.1 Conditions to the Obligations of Buyer 30
Section 6.2 Conditions to the Obligations of Seller 32

ARTICLE VII

TERMINATION

Section 7.1 Termination 33
Section 7.2 Effect of Termination 34

ARTICLE VIII

SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

Section 8.1 Survival 34
Section 8.2 Indemnification. 35
Section 8.3 Third Party Claims 35
Section 8.4 Limitations on Indemnification. 37
Section 8.5 Manner of Payment; Escrow. 38
Section 8.6 Remedies Exclusive 38

ARTICLE IX

BANKRUPTCY COURT MATTERS

Section 9.1 Filing by Seller; Sale Motion; Other Matters 39

ARTICLE X

MISCELLANEOUS

Section 10.1 Assignment; Binding Effect 39
Section 10.2 No Third Party Beneficiaries 39
Section 10.3 Governing Law 40
Section 10.4 Consent to Jurisdiction; Waiver of Jury Trial 40
Section 10.5 Specific Performance 40
Section 10.6 Notices 41
Section 10.7 Severability 42
Section 10.8 Expenses 42
Section 10.9 Headings 42
Section 10.10 Entire Agreement 42
Section 10.11 Counterparts 42
Section 10.12 Amendments; Waiver 42
Section 10.13 Disclosure. 43
Section 10.14 Drafting Interpretation 43

EXHIBITS AND SCHEDULES

Exhibit A Release
Exhibit B Form of Sale Approval Order
Exhibit C Form of Escrow Agreement
Exhibit D Approved Operators
Seller Disclosure Schedule
Buyer Disclosure Schedule

MEMBERSHIP INTEREST PURCHASE AGREEMENT

This **MEMBERSHIP INTEREST PURCHASE AGREEMENT**, dated as of December 14, 2016 (this "***Agreement***"), is entered into by and between TERRAFORM PRIVATE HOLDINGS, LLC, a Delaware limited liability company ("***Seller***") and DIF INFRA 4 US LLC, a Delaware limited liability company ("***DIF***"), and DIF IV CO-INVEST LLC, a Delaware limited liability company ("***DIF Co-Invest***" and, together with DIF, "***Buyer***"; Buyer and Seller each a "***Party***" and collectively the "***Parties***").

RECITALS

WHEREAS, Seller is a member of TERRAFORM PRIVATE, LLC, a Delaware limited liability company (the "***Company***") and owns all of the Common Units (as defined below) and all of the TP PREPP Units (as defined below) (such Common Units and TP PREPP Units, collectively, the "***Company Membership Interests***") of the Company;

WHEREAS, Seller is a direct wholly-owned subsidiary of SunEdison Holdings Corporation, a Delaware corporation ("***Holdings***") and Holdings is a direct wholly-owned subsidiary of SunEdison, Inc., a Delaware corporation ("***SunEdison***" and together with Holdings, "***Seller Parents***");

WHEREAS, the Seller Parents have commenced cases together with certain Affiliates of Seller Parents (collectively, the "***Bankruptcy Cases***") under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***") by filing voluntary petitions for relief with the United States Bankruptcy Court for Southern District of New York (the "***Bankruptcy Court***") on April 21, 2016 (the "***Petition Date***");

WHEREAS, Seller has agreed to (i) file a petition under chapter 11 and (ii) transfer to Buyer, and Buyer has agreed to purchase, pursuant to Section 363 of the Bankruptcy Code, the Company Membership Interests from Seller, upon the terms and subject to the conditions contained in this Agreement, including obtaining the Sale Approval Order (as defined below);

WHEREAS, the Parties acknowledge and agree that the purchase by Buyer of the Company Membership Interests, on the terms and conditions set forth herein, are being made at arm's length and in good faith and without intent to hinder, delay or defraud the creditors of Seller or its Affiliates;

WHEREAS, subject to the terms and conditions of this Agreement, Seller hereby desires to sell, assign, transfer, convey and deliver to Buyer, and Buyer hereby desires to acquire from Seller, all of the Company Membership Interests free and clear of all Liens, Claims and Liabilities in accordance with Sections 105 and 363 of the Bankruptcy Code;

NOW, THEREFORE, in consideration of the above Recitals, the mutual promises and covenants set forth herein, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Definitions. As used herein, the following terms shall have the following meanings:

"***Acquisition Date***" means June 26, 2015.

"***Action***" means any claim, action, suit, proceeding, or arbitration by or before any Governmental Authority or arbitrator.

"***Affiliate***" means, as to any entity, any other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first entity. The term "***control***" of an entity means the ownership of voting securities representing more than twenty percent (20%) of such entity or the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto.

"***Affiliate Manager***" has the meaning given in the definition of Management Contract Undertakings.

"***Agreement***" has the meaning set forth in the preamble of this Agreement.

"***Alternative Transaction***" means a transaction or series of related proposed transactions pursuant to which Seller or any of its Affiliates has agreed to sell, transfer, lease, assign or otherwise dispose of, directly or indirectly, all or any portion of the Company Membership Interests to any Person other than Buyer or its permitted assigns, whether through the Bankruptcy Cases or outside of the Bankruptcy Cases. For the avoidance of doubt, an Alternative Transaction shall include a sale of all or any portion of the Company Membership Interests to a creditor of Seller or its Affiliates, whether in one transaction or a series of transactions pursuant to a credit bid or otherwise. Notwithstanding the foregoing, an indirect disposition shall only be deemed an Alternative Transaction to the extent that the Company Membership Interests constitute a material and substantial portion of the assets disposed in such transaction or series of transactions.

"***Applicable Date***" means February 12, 2016.

"***Approved Operator***" means (a) each of the Persons set forth in Exhibit D and their respective Group Members or (b) any other Person satisfactory to Buyer in its sole discretion.

"***Approved Substitute Management Contract***" means a Management Contract which has been assigned and assumed by or otherwise transferred to an Approved Operator after the Effective Date, on the following terms and conditions: (a) the effective term shall be modified to not exceed two (2) years from the date of such assignment or transfer, as applicable, either by its express terms, through the binding agreement of the Approved Operator to resign after such period, or another method approved by Buyer in writing, and in each case the Approved

Operator shall be fully released from any Liabilities arising under or in connection with such Management Contract upon such termination or resignation, whether or not existing at the time of such termination or resignation, (b) fees and reimbursements shall not increase beyond those provided in the assigned or transferred Management Contract prior to the Petition Date, except as approved by Buyer in writing, (c) the Approved Operator shall expressly acknowledge and agree that it shall acquire no rights of the assigning or transferring Affiliate Manager to receive any payments or reimbursements under the transferred Management Contract with respect to any period prior to such assignment or transfer, (d) the Approved Operator shall (i) concurrently with such assignment or transfer, make customary representations and warranties, (ii) agree to provide to the applicable Subsidiary of the Company party to such Management Contract "know-your-customer" and "anti-money laundering" information reasonably requested by such Subsidiary, and (iii) agree to provide detailed monthly reports relating to the Projects as reasonably requested by such Subsidiary from time to time, (e) the Affiliate Manager shall be fully released or otherwise released to its satisfaction by the applicable Subsidiary of the Company party to such Management Contract from any Liabilities arising under or in connection with such Management Contract, whether or not existing at the time of such assignment or transfer and (f) the transferred Management Contract shall have market-standard termination provisions.

"***Audited Financial Statements***" has the meaning set forth in Section 6.1(b).

"Bankruptcy Cases" has the meaning given to that term in the recitals to this Agreement.

"***Bankruptcy Code***" has the meaning given to that term in the recitals to this Agreement.

"***Bankruptcy Court***" has the meaning given to that term in the recitals to this Agreement.

"***Basket***" has the meaning set forth in Section 8.4(a).

"***Business Day***" means any day that is not a Saturday, Sunday or legal holiday in New York City or a federal holiday in the United States.

"***Buyer***" has the meaning set forth in the preamble of this Agreement, and its permitted successors and assigns.

"***Buyer Disclosure Schedule***" has the meaning provided such term in the preamble to Article IV of this Agreement.

"***Buyer Documents***" means this Agreement, the Escrow Agreement and all other agreements, instruments and documents to be executed and delivered by Buyer as contemplated by this Agreement.

"***Cap***" has the meaning set forth in Section 8.4(a).

"***Claim***" has the meaning set forth in section 101(5) of the Bankruptcy Code, including without limitation rights of first or last negotiation, rights of first or last offer or refusal, and call rights, causes of action, defenses, debts, demands, damages, offset rights, setoff rights,

recoupment rights, obligations, liabilities, other rights, and interests of any kind or nature under contract, at law or in equity, known or unknown, contingent or matured, liquidated or unliquidated, and all remedies at law or in equity with respect thereto.

"***Claim Notice***" has the meaning set forth in Section 8.2(e).

"***Closing***" has the meaning set forth in Section 2.2(a) of this Agreement.

"***Closing Date***" has the meaning set forth in Section 2.2(a) of this Agreement.

"***Code***" means the Internal Revenue Code of 1986, as amended.

"***Common Units***" has the meaning given to such term in the Company LLC Agreement.

"***Company***" has the meaning set forth in the Recitals of this Agreement.

"***Company Contracts***" means, as of any applicable date of determination, each of the Contracts to which the Company or any of its Subsidiaries or minority-owned subsidiaries is a party or by which any of their respective assets may be subject or bound.

"***Company LLC Agreement***" means that certain Amended and Restated Limited Liability Company Agreement of TerraForm Private LLC, dated as of June 26, 2015, as amended as of November 18, 2015 and February 12, 2016.

"***Company Membership Interests***" has the meaning set forth in the Recitals of this Agreement.

"***Company Membership Interests Assignment***" means an assignment agreement in a form reasonably satisfactory to each of Seller and Buyer and executed and delivered by the Parties at the Closing.

"***Contract***" means any note, bond, mortgage, indenture, agreement, lease, license, deed, contract or other commitment, obligation or understanding to which a Person is a party or by which a Person or its assets or properties are bound.

"Debtor" means any debtor jointly administered under case number 16-10992 currently pending in the United States Bankruptcy Court for the Southern District of New York, which for the purpose of Section 6.1(n) shall include any such debtor whose case is pending as of the date of entry of the Sale Order.

"***Deposit Funds***" has the meaning given to that term in Section 2.5.

"***Designated Project Companies***" means, collectively, Canadian Hills Wind, LLC and Rockland Wind Farm LLC

"***Dollars***" and "***$***" mean the lawful currency of the United States.

"***Effective Date***" means the date as of which this Agreement was executed as set forth in the preamble.

"***End Date***" has the meaning given in Section 7.1(a)(ii)(1).

"***Environmental Laws***" means any Law relating to: (a) the protection of natural resources, endangered or threatened species, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); (b) protection of human health and safety, including occupational safety, but in either case only with respect to exposure to Hazardous Materials; (c) the release or threatened release of Hazardous Materials, including investigation, remediation, or any other action to address such release or threatened release of any Hazardous Materials; or (d) the treatment, storage, release, transport, disposal or handling of Hazardous Materials. The term "Environmental Law" includes the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

"***Escrow Account***" means an account at the Escrow Agent into which the Escrow Amount is deposited at the Closing in accordance with Section 2.1(c)(ii) and maintained in accordance with the Escrow Agreement.

"***Escrow Agent***" means Citibank, N.A.

"***Escrow Agreement***" means an agreement among Buyer, Seller and the Escrow Agent substantially in the form attached hereto as Exhibit C or otherwise in form and substance reasonably satisfactory to the Parties.

"***Escrow Amount***" has the meaning given to that term in Section 2.1(c)(ii).

"***Final Order***" means an order or judgment of the Bankruptcy Court or any other court of competent jurisdiction entered by the Clerk of the Bankruptcy Court or such other court on the docket in the Debtors' Bankruptcy Cases or the docket of such other court, which has not been modified, amended, reversed, vacated or stayed, and as to which (i) the time to appeal, petition for certiorari, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, reargument or rehearing shall then be pending or (ii) if an appeal, writ of certiorari, new trial, reargument or rehearing thereof has been sought, either (x) no stay of the order shall be in effect, or (y) if a stay shall have been granted, then (A) the stay shall have been dissolved, or (B) a final order of the district court or circuit court having jurisdiction to hear such appeal shall have affirmed the order and the time allowed to appeal from such affirmance or to seek review or rehearing (other than a motion pursuant to

Rule 60(b) of the Federal Rules of Civil Procedure) thereof shall have expired and the taking or granting of any further hearing, appeal or petition for certiorari shall not be permissible, and if a timely appeal of such district court or circuit court Order or timely motion to seek review or rehearing of such Order shall have been made, any appellate court having jurisdiction to hear such appeal or motion (or any subsequent appeal or motion to seek review or rehearing) shall have affirmed the district court's (or lower appellate court's) order upholding the Order of the Bankruptcy Court and the time allowed to appeal from such affirmance or to seek review or rehearing thereof shall have expired and the taking or granting of any further hearing, appeal or petition for certiorari shall not be permissible.

"***FPA***" means the Federal Power Act, 16 U.S.C. Sec. 791, et seq., and the FERC's implementing rules and regulations thereunder, as amended from time to time.

"***Fundamental Representations***" means (i) with respect to Seller, the representations and warranties in Sections 3.1, 3.2, 3.6, 3.8, 3.13, 3.19 and 3.20 and the last two sentences of 3.17 and (ii) with respect to Buyer, the representations and warranties in Sections 4.1, 4.2 and 4.8.

"***GAAP***" means generally accepted accounting principles of the United States, consistently applied.

"***GAM End Date***" means March 15, 2017.

"***Governmental Approval***" means any approval, consent, franchise, tariff, permit, certificate, resolution, concession, license, directive, authorization or similar consent or Order issued by or on behalf of any applicable Governmental Authority.

"***Governmental Authority***" means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, any department, agency, bureau, or other administrative, regulatory or judicial body of any such government, or any other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"***Group Member***" and collectively "***Group Members***" means, with respect to a Person, the Person and its direct and indirect parent entities and subsidiary entities; provided, that such parent entities shall include only those that own, directly or indirectly, more than fifty percent (50%) of the equity and voting interest of such Person, and such subsidiary entities shall include only those subsidiary entities of which such Person owns, directly or indirectly, more than fifty percent (50%) of the equity and voting interests (in each case, such percentage interest to be calculated without accounting for any percentage interest held by passive tax equity investors).

"***Hazardous Materials***" means any pollutant, contaminant, hazardous substance, hazardous waste, medical waste, special waste, toxic substance, petroleum or petroleum-derived substance, waste or additive, PCBs, radioactive material or other compound, element, material or substance in any form (including products) regulated by or under any Environmental Law.

"***HSR Act***" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"***Indemnified Party***" has the meaning set forth in Section 8.2.

"***Indemnifying Party***" has the meaning set forth in Section 8.2.

"***Independent Accountant***" means CohnReznick, or another nationally-recognized independent accounting firm reasonably acceptable to Buyer in its sole discretion.

"***Interim Financial Statements***" has the meaning set forth in Section 6.1(c).

"***Interim Period***" has the meaning set forth in Section 5.1.

"Knowledge" means with respect to Seller, the knowledge (after due inquiry on the basis of the records and employees of Seller and the records and employees of Seller's Affiliates) of any of Brian Kirk, Andrew Muro and Jeremy Green; provided that if any of the foregoing Persons is not employed by Seller or its Affiliates as of any applicable date, "***Knowledge***" means the knowledge (after due inquiry on the basis of the records and employees of Seller and the records and employees of Seller's Affiliates) of the Person or Persons then employed by Seller or its Affiliates who are performing the functions of such Person(s).

"***Law***" shall mean all statutes, rules, regulations, ordinances, orders, writs, decrees, injunctions, judgments and codes or other authorization or restriction having the force of law of any applicable Governmental Authority, and all applicable judicial or administrative interpretations thereof and any applicable common law doctrine.

"***Liabilities***" means as to any Person, any indebtedness, damages, charges and claims of any kind or nature, including contingent or unliquidated claims, and obligations of any kind or nature whatsoever, direct or indirect, absolute or contingent, whether known or unknown, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not actually reflected, or required to be reflected, in such Person's balance sheet or other books and records.

"***Lien***" means any lien, hypothecation, encumbrance, claim, liability, security interest, interest, mortgage, pledge, restriction or charge (including any conditional sale or other title retention agreement).

"***Loss***" or "***Losses***" has the meaning set forth in Section 8.2(a).

"***Management Contracts***" means each Contract designated as a "Management Contract" in Section 3.11 of the Seller Disclosure Schedule.

"***Management Contract Undertakings***" means, with respect to each Management Contract that has not been assigned or replaced pursuant to an Approved Substitute Management Contract after the Effective Date and prior to the Closing Date, a binding Contract executed by the applicable Affiliate(s) of Seller party thereto (each, an "***Affiliate Manager***"), and in form and substance reasonably satisfactory to Buyer and approved by the Bankruptcy Court to the extent such Affiliate Manager is a Debtor at or prior to the time of the Closing (which may take the form of a notice complying with the expedited procedures for assumption or rejection of

executory contracts approved in the Chapter 11 Cases), pursuant to which such Affiliate Manager agrees, upon at least forty-five (45) days' written notice (which notice may be given prior to, but the termination shall not occur prior to, the GAM End Date) and provided such Affiliate Manager remains party to such Management Contract, to terminate or, if requested by Buyer, assign such Management Contract upon payment in full of (x) all normal (that is, for ongoing management services to the date of termination without regard to any separate charges for termination) accrued and unpaid amounts thereunder to such Affiliate Manager and (y) subject to the next sentence, all demobilization and other reasonable, documented costs incurred by such Affiliate Manager in connection with such termination or assignment (including amounts payable by such Affiliate Manager to terminate subcontracts and other agreements that provide for work contemplated by the applicable Management Contract) (such payment amounts, the "***Management Contract Termination Payments***"), by Buyer or its designee, and providing that as of any such termination or assignment such Affiliate Manager, on the one hand, and the Company, its members, any Project Holding Company and any Project Company, on the other hand, will be fully released from any Liabilities arising under or in connection with such Management Contract, whether or not existing at the time of such termination or assignment. The aggregate demobilization and other reasonable, documented costs incurred by all Affiliate Managers and payable by Buyer or its designee with respect to all Management Contracts shall not exceed $25,000. The Management Contract Undertakings shall not provide for any fees payable to Affiliate Managers other than the Management Contract Termination Payments.

"***Material Adverse Effect***" means any change, development, event, effect, fact, condition or occurrence ("***Effect***") that, individually or in the aggregate, is or would reasonably be expected to be materially adverse to (a) the ability of Seller to perform its obligations under this Agreement, including its obligation to complete the transactions contemplated hereby on a timely basis, or (b) the business, assets, results of operations or financial condition of the Company, taken as a whole; provided, however, that for purposes of this clause (b), any Effect attributable to (i) any changes affecting the renewable energy industry generally, (ii) any adoption, implementation, promulgation, repeal, modification, reinterpretation or proposal of any Order, protocol, government program, industry standard or change of applicable Law of or by any Governmental Authority, (iii) any change in wholesale or retail electric power prices, (iv) any change in general regulatory or political conditions, including any engagement of hostilities, act of war or terrorist activity or any change imposed by a Governmental Authority associated with national security or any natural disasters, (v) any change in GAAP or interpretations thereof, (vi) the announcement or pendency of the transactions contemplated by this Agreement or the consummation of the transactions contemplated by this Agreement, (vii) any action taken by the Company, Seller, any Project Holding Company or Project Company that is required pursuant to this Agreement, (viii) any action taken (or omitted to be taken) at the request of Buyer, (ix) any failure by the Company to meet any projections or forecasts for any period occurring on or after the date hereof (but, for the avoidance of doubt, not the underlying cause of any such failure), (x) any change or development in any financial, banking or securities market (including any increased interest rates or other costs for, or reduction in the availability of, financing or suspension of trading in, or limitation on prices for, securities on a securities market (including an over-the-counter market), exchange or trading platform) or the economy in general, (xi) any default or event of default under the TerraForm Term Loan Agreement arising from (A) failures to deliver financials and documents and certificates related thereto or (B) the wildfire

and ice storm and default interest under the TerraForm Term Loan Agreement and the impact they have had on cash flow as described in the email sent by Jeremy Green of SunEdison to the holders of the PREPP Units on September 9, 2016, or (xii) the Bankruptcy Cases, shall, in each case, be excluded from such determination, except in the event the Effect of such changes or events attributable to the foregoing subclause (i), (ii), (iv), (v) or (x) has had or would reasonably be expected to have a material and disproportionate impact on the Company, taken as a whole, relative to other companies operating in the industries in which the Company operates (but only to the extent of the incremental disproportionate impact).

"***Material Contract***" means, as of any applicable date of determination, each of the material Contracts to which the Company, any Project Holding Company, or any Project Company is a party or by which any of their respective assets may be subject or bound.

"***Non-Solicitation Party***" has the meaning set forth in Section 5.4.

"***Order***" means any applicable orders, writs, judgments, decrees, injunctions, or awards of a court of competent jurisdiction or of any Governmental Authority, including any order entered by the Bankruptcy Court in the Bankruptcy Cases.

"***Organizational Documents***" means any charter, certificate of incorporation, articles of association, bylaws, partnership agreement, operating agreement or similar formation or governing documents and instruments.

"***Party***" and "***Parties***" have the meanings set forth in the preamble of this Agreement.

"***Permit***" means any permit, approval, authorization, certification, license, order or franchise required by any Governmental Authority pursuant to any Law.

"***Permitted Liens***" means (a) Liens existing as of the Acquisition Date, (b) Liens for Taxes, assessments and other governmental charges not yet due and payable or, if due, (i) that are not yet delinquent or (ii) that are being contested in good faith and for which adequate reserves have been established; (c) mechanics', materialmen's, carriers', workers', repairers' and other similar Liens arising or incurred in the ordinary course of business; (d) purchase money Liens and Liens securing rental payments under capital lease arrangements; (e) good faith deposits in connection with bids, tenders, leases, contracts or other agreements, including rent security deposits; (f) pledges or deposits to secure public or statutory obligations or appeal bonds; (g) Permitted Real Estate Exceptions; (h) any and all other encumbrances, liens, restrictions, easements, servitudes, rights, charges, imperfections in or failure or defect of title, easements restrictions and other matters of a similar nature, none of which individually or in the aggregate materially detract from the value of or materially interfere with the use of the Projects; (i) restrictions under Laws relating to securities; (j) Liens arising under or created by any Permit or any Company Contract (other than as a result of a breach or default thereunder); (k) restrictions under the Organizational Documents of the applicable Person; and (l) the Liens described on Section 3.9 of Seller's Disclosure Schedule; provided that, notwithstanding (a) through (l), any Liens on the Company Membership Interests (apart from those restrictions on transfer set forth in the Company LLC Agreement) shall not, under any scenario or condition, constitute Permitted Liens.

"***Permitted Real Estate Exceptions***" means, with respect to the real property (a) all Liens for Taxes, and other governmental charges which are not due and payable or, if due, are (i) not delinquent or (ii) being contested in good faith through appropriate proceedings and for which adequate reserves have been established; (b) all building and zoning codes, environmental and other Laws of any Governmental Authority heretofore, now or hereafter enacted, made or issued by any such Governmental Authority affecting the real property; (c) all existing public and private roads and streets (whether dedicated or undedicated), and all railroad lines and rights-of-way now affecting the real property and (d) mechanics' and materialmen's liens for construction in progress and liens arising in the ordinary course of business.

"***Person***" shall mean any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or any other entity or Governmental Authority.

"***PREPP Units***" has the meaning given to such term in the Company LLC Agreement.

"***Project Companies"*** means each of Meadow Creek Project Company LLC, Canadian Hills Wind, LLC, Rockland Wind Farm LLC, Burley Butte Wind Park, LLC, Golden Valley Wind Park, LLC, Milner Dam Wind Park, LLC, Oregon Trail Wind Park, LLC, Pilgrim Stage Station Wind Park, LLC, Thousand Springs Wind Park, LLC, Tuana Gulch Wind Park, LLC, Camp Reed Wind Park, LLC, Payne's Ferry Wind Park, LLC, Salmon Falls Wind Park, LLC, and Yahoo Creek Wind Park, LLC.

"***Project Holding Companies"*** means TerraForm AP Acquisition Holdings, LLC, TerraForm AP Holdings, LLC, Atlantic Idaho Wind Holdings, LLC, Rockland Wind Ridgeline Holdings, LLC, RP Wind ID, LLC, Atlantic Idaho Wind A, LLC, Atlantic Idaho Wind C, LLC, Atlantic Oklahoma Wind, LLC, Canadian Hills Holding Company, LLC, Atlantic Rockland Holdings LLC, Rockland Wind Ridgeline Holdings, LLC, Rockland Wind Holdings, LLC, Rockland Wind Intermediate Holdings, LLC, Ridgeline Alternative Energy, LLC, Meadow Creek Holdings, LLC, Meadow Creek Intermediate Holdings, LLC, and Goshen Wind Holdings, LLC.

"***Projects***" means each of the wind-powered electric generation projects owned by a Project Company.

"***Purchase Price***" has the meaning given to that term in Section 2.1(b) of this Agreement.

"***Required Approvals***" means, collectively, the Required Buyer Approvals and the Required Seller Approvals.

"***Required Buyer Approvals***" means all filings, consents, approvals, registrations, declarations, orders, authorizations and notices required for the consummation of the transactions contemplated hereby as set forth on Section 4.7 of the Buyer Disclosure Schedule.

"***Required Seller Approvals***" means all filings, consents, approvals, registrations, declarations, orders, authorizations and notices required for the consummation of the transactions contemplated hereby as set forth on Section 3.7 of the Seller Disclosure Schedule.

"***Sale Approval Order***" means an Order of the Bankruptcy Court that, among other things, approves and authorizes Seller to enter into this Agreement (or any amended version of such agreement agreed upon by the Parties in writing), consummate the transactions contemplated by this Agreement, and authorizes the modification of existing contractual relations between the Debtors and their Affiliates as necessary to effectuate the consummation of the Transactions, substantially in the form attached hereto as Exhibit B, or otherwise in form and substance reasonably acceptable to Buyer and Seller. Without limiting the foregoing, the Sale Approval Order shall, among other things, (a) approve, pursuant to Sections 105 and 363 of the Bankruptcy Code, (i) the execution, delivery and performance by Seller of this Agreement, (ii) the sale of the Company Membership Interests to Buyer on the terms set forth herein and free and clear of all Liens, Claims, and Liabilities pursuant to Section 363(f) of the Bankruptcy Code; (iii) the performance by Seller of its obligations under this Agreement, and (iv) the releases contemplated by Section 6.1(n); (b) find that Buyer is a "good faith" buyer within the meaning of Section 363(m) of the Bankruptcy Code, not a successor to Seller and grant Buyer and its designees the protections of Section 363(m) of the Bankruptcy Code; and (c) find that (i) neither Seller nor Buyer has engaged in any collusion with any other Person or have taken any other action or inaction that would cause or permit the Transaction to be avoided or costs or damages to be imposed under Section 363(n) of the Bankruptcy Code or otherwise and (ii) the consideration provided by Buyer for the Company Membership Interests under this Agreement constitutes fair consideration and reasonably equivalent value for purposes of all laws of the United States, any state, territory, possession or the District of Columbia, and the Transactions may not be avoided under Section 363(n) of the Bankruptcy Code.

"***Sale Hearing***" means the hearing to consider the entry of the Sale Approval Order.

"***Sale Motion***" means a motion filed with the Bankruptcy Court in the Bankruptcy Cases for approval of the transaction contemplated in this Agreement and for entry of the Sale Approval Order, which motion shall be in all respects reasonably acceptable to the Buyer.

"***Seller***" has the meaning set forth in the preamble of this Agreement.

"***Seller Documents***" means this Agreement, the Escrow Agreement and all other agreements, instruments and documents to be executed and delivered by Seller as contemplated by this Agreement.

"***Seller Disclosure Schedule***" has the meaning provided such term in the preamble to Article III of this Agreement.

"***Subsidiary***" means, with respect to any Person, any other Person of which such Person (either alone or through or together with any other Subsidiary) owns, directly or indirectly, 50% or more of the outstanding equity securities or securities carrying the voting power in the election of the board of directors or other governing body of such Person.

"***SUNE Contracts***" has the meaning given to that term in Section 3.11 of this Agreement.

"***Survival Period Termination Date***" has the meaning provided such term in Section 8.1(a) of this Agreement.

"***Tax***" or "***Taxes***" means any income, gross receipts, license, employment, excise, stamp, customs, capital stock, franchise, profits, withholding, social security, unemployment, disability, property, sales, use, transfer, value added, net worth, capital gains, payroll, alternative minimum or other tax imposed by a Governmental Authority, including any interest, penalties and additions to tax imposed with respect thereto.

"***Tax Authority***" means any Governmental Authority having jurisdiction over the assessment, determination, collection or imposition of any Tax.

"***Tax Return***" means any report, return, declaration, claim for refund or other filing required to be filed with any Tax Authority with respect to Taxes, including any attachments or amendments thereto.

"***TerraForm AP Holdings***" means TerraForm AP Acquisition Holdings, LLC, a Delaware limited liability company.

"***TerraForm Interest Rate Hedge Agreements***" means each of (i) the ISDA Master Agreement, dated as of October 20, 2015, as amended by the Schedule, dated as of October 20, 2015, and the confirmation dated October 28, 2015 issued thereunder, in each case, between Morgan Stanley Capital Services LLC and TerraForm AP Holdings, and (ii) the ISDA Master Agreement, dated as of October 21, 2015, as amended by the Schedule, dated as of October 21, 2015, and the confirmation dated October 26, 2015 issued thereunder, in each case, between J. Aron & Company and TerraForm AP Holdings.

"***TerraForm Interest Rate Hedge Agreement Consent Costs***" means the costs, fees and expenses, if any, incurred by the Company or any Subsidiary of the Company to obtain the TerraForm Interest Rate Hedge Agreement Consents.

"***TerraForm Interest Rate Hedge Agreement Consents***" means a separate consent executed and delivered by each of the TerraForm Interest Rate Hedge Agreement Counterparties waiving any "Event of Default" (however defined) existing under the applicable TerraForm Interest Rate Hedge Agreement as of the date of execution of such consent or an acknowledgment confirming that no such "Event of Default" (however defined) exists, on terms and conditions reasonably satisfactory to each Party.

"***TerraForm Interest Rate Hedge Agreement Counterparties***" means each of Morgan Stanley Capital Services LLC and J. Aron & Company.

"***TerraForm Term Loan Agreement***" means the Amended and Restated Term Loan and Guaranty Agreement, dated as of August 24, 2015 among TerraForm AP Holdings, as Borrower, the Company, as a Guarantor, certain Subsidiaries of TerraForm AP Holdings, as Guarantors, various Lenders named therein, and Morgan Stanley Senior Funding, Inc., as Administrative Agent.

"***Third Party Claim***" has the meaning given to such term in Section 8.3.

"***TP PREPP Units***" means the sum of (i) 212,962 PREPP Units plus (ii) any and all PREPP Units issued or accrued and to be issued (including with respect to any partial periods) to

Seller in respect of such PREPP Units between September 30, 2016 and the Closing pursuant to Section 3.5 of the Company LLC Agreement.

"***Transactions***" means the transactions contemplated herein to be consummated at the Closing, including the purchase and sale of the Company Membership Interests provided for in this Agreement.

"***United States***" and "***U.S.***" mean United States of America.

"***Warranty Breach***" has the meaning given to such term in Section 8.2(a).

"***Willful Breach***" means a material breach of or failure to perform a material covenant, obligation or agreement contained in this Agreement that is a consequence of an act or a failure to act by a party with the actual knowledge that the taking of such act or failure to act would, with the giving of notice or the passage of time, or both, result in a breach of this Agreement.

Section 1.2 Rules of Construction. All article, section, schedule and exhibit references used in this Agreement are to articles, sections, schedules and exhibits to this Agreement unless otherwise specified. The schedules and exhibits attached to this Agreement constitute a part of this Agreement and are incorporated herein for all purposes. All references to this Agreement include all schedules and exhibits attached hereto. If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Terms defined in the singular have the corresponding meanings in the plural, and vice versa. Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The term "includes" or "including" shall mean "including without limitation." The words "hereof," "hereto," "hereby," "herein," "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular section or article in which such words appear. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. Whenever any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day. All references to currency herein shall be to, and all payments required hereunder shall be paid in, Dollars. All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

ARTICLE II

PURCHASE AND SALE; CLOSING

Section 2.1 Purchase and Sale of the Company Membership Interests.

(a) Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, assign, transfer and convey (i) to DIF, and DIF shall acquire from Seller, 75% of the Company Membership Interests, and (ii) to DIF Co-Invest, and DIF Co-Invest shall acquire from Seller, 25% of the Company Membership Interests, in each case, free and

clear of any and all Liens, Claims, and Liabilities pursuant to Section 363(f) of the Bankruptcy Code.

(b) The aggregate consideration for the Company Membership Interests is an amount in cash equal to Forty-Two Million Five Hundred Thousand Dollars ($42,500,000.00) less the TerraForm Interest Rate Hedge Agreement Consent Costs (the "***Purchase Price***").

(c) At the Closing, Buyer shall pay the Purchase Price and other amounts as follows:

(i) an amount in cash equal to (w) the Purchase Price minus (x) the Escrow Amount minus (y) any Deposit Funds paid to Seller pursuant to Section 2.5, by wire transfer of immediately available funds to an account or accounts designated by Seller in writing not less than three (3) Business Days prior to Closing; and

(ii) Five Hundred Fifty Thousand Dollars ($550,000.00) in cash (such amount, the "***Escrow Amount***") to the Escrow Agent, by wire transfer of immediately available funds into the Escrow Account to be held and disbursed in accordance with the Escrow Agreement.

Section 2.2 The Closing.

(a) The closing of the transactions contemplated by this Agreement (the "***Closing***") shall take place at the New York offices of Skadden, Arps, Slate, Meagher & Flom LLP, as soon as practicable, but in any event no later than 10:00 a.m., New York time, on the tenth (10th) Business Day following the date on which the conditions precedent set forth in Article VI have been satisfied or waived (the "***Closing Date***").

(b) At or prior to the Closing, Seller will deliver the following documents and deliverables to Buyer:

(i) the Company Membership Interests Assignment, duly executed by Seller;

(ii) the Management Contract Undertakings (including any order of the Bankruptcy Court authorizing such Management Contract Undertakings, which may take the form of a notice complying with the expedited procedures for assumption or rejection of executory contracts approved in the Chapter 11 Cases);

(iii) the books, records and documents in the possession, custody or control of Seller or one or more of its Affiliates with respect to the Company, the Project Companies and the Projects;

(iv) a certificate, dated as of the Closing Date, under Section 1445(b)(2) of the Code, in a form reasonably acceptable to Buyer, providing that the Seller for U.S. federal income tax purposes is not a "foreign person" as defined in the Code and the Treasury Regulations promulgated thereunder;

(v) copies of the Required Seller Approvals, including the TerraForm Term Loan Agreement Consent;

(vi) the Audited Financial Statements;

(vii) the Interim Financial Statements; and

(viii) the certificate required by Section 6.1(e).

(c) At or prior to the Closing, Buyer will deliver the following documents and deliverables to Seller:

(i) the Company Membership Interests Assignment, duly executed by Buyer;

(ii) copies of the Required Buyer Approvals;

(iii) the certificate required by Section 6.2(c); and

(iv) the payments required by Section 2.1(c) in accordance therewith.

Section 2.3 Sales and Transfer Taxes. All transfer Taxes (if any) incurred in connection with this Agreement and the transactions contemplated hereby shall be borne fifty percent (50%) by Buyer and fifty percent (50%) by Seller. Buyer shall file all necessary Tax Returns with respect to such Taxes. The Seller agrees to cooperate with and assist the Buyer in any efforts it may undertake to secure any available exemptions from any such transfer or similar Taxes.

Section 2.4 Taxes. Seller is responsible for paying all Taxes attributable to the ownership of the Company Membership Interests for the period up to and including the Closing Date, and all refunds pertaining to the aforementioned Taxes, no matter when received, belong to Seller. Buyer will promptly notify and forward to Seller the amounts of any such refunds within 10 days after receipt thereof. Buyer is responsible for paying all Taxes attributable to the ownership of the Company Membership Interests after the Closing Date, and all deductions, credits and refunds pertaining to the aforementioned Taxes, no matter when received, belong to Buyer. Seller will promptly notify and forward to Buyer the amounts of any such refunds within 10 days after receipt thereof.

Section 2.5 Deposit. As promptly as practicable, and in any event within 10 calendar days following (i) the filing by Seller of the Sale Motion and (ii) the fixing of a date for the hearing on the Sale Motion, Buyer shall deposit Four Million Dollars ($4,000,000) (the "***Deposit Funds***") with the Escrow Agent, to be released by the Escrow Agent and delivered to either Buyer or Seller in accordance with the provisions of this Agreement and the Escrow Agreement as follows:

(a) If the Closing shall occur, the Deposit Funds shall be applied towards the Purchase Price payable by Buyer to Seller pursuant to Section 2.1(b).

(b) If this Agreement is terminated by Seller pursuant to Section 7.1(b)(iv) (but solely to the extent due to Buyer's Willful Breach), the Deposit Funds shall be delivered to Seller, which shall constitute Seller's sole and exclusive remedy against Buyer and its Affiliates (and shall be the full and liquidated damages of Seller) in connection with such termination, and under no circumstances shall Seller be entitled to any non-monetary or other relief against Buyer or any of its Affiliates; or

(c) If this Agreement is terminated other than in a manner provided by Section 2.5(b), the Deposit Funds shall be delivered to Buyer.

Buyer and Seller shall provide joint written instructions to the Escrow Agent in accordance with the Escrow Agreement within one (1) Business Day of the occurrence of any of the foregoing events (or on the Closing Date, in the case of clause (a)) directing release and application of the Deposit Funds as stated above; provided, however, that in the event that any termination of this Agreement pursuant to Section 7.1(b)(iv) is disputed, such joint written instructions shall not be required until a final nonappealable judgment has been rendered or an agreement has been reached between Buyer and Seller.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the schedule delivered to Buyer by Seller on or prior to the execution and delivery of this Agreement (the "***Seller Disclosure Schedule***"), Seller represents and warrants to Buyer, as of the date hereof and as of the Closing Date, as follows:

Section 3.1 Organization, Good Standing and Power.

(a) Seller is duly formed, validly existing and in good standing under the applicable Laws of its jurisdiction of formation, and has all requisite power and authority to conduct its business as it is being conducted and to own, lease and operate its properties.

(b) The Company is duly formed, validly existing and in good standing under the applicable Laws of its jurisdiction of organization, and has all requisite organizational power and authority to conduct its business as it is now being conducted and to own, lease and operate its properties. The Company is duly qualified or licensed to do business in each jurisdiction in which the ownership or operation of its properties make such qualification or licensing necessary, except as would not have, individually or in the aggregate, a Material Adverse Effect. True, correct and complete copies of the Organizational Documents of the Company, all in such form as currently in effect, have been delivered to Buyer.

Section 3.2 Authority; Execution and Delivery; Enforceability. Seller has all requisite power and authority to execute and deliver this Agreement and all other Seller Documents and, subject to entry of the Sale Approval Order and any other authorization as may be required by the Bankruptcy Court, to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution and delivery by Seller of this Agreement and all other Seller Document, the consummation by Seller of the Transactions and the performance by

Seller of its obligations hereunder and thereunder have been, and in the case of Seller Documents executed after the date hereof will be, duly and validly authorized by all necessary corporate, limited liability or other applicable organizational action. Subject to the entry of the Sale Approval Order and any other authorization as may be required by the Bankruptcy Court, this Agreement has been, and, when executed, each other Seller Document will be, duly and validly executed and delivered by Seller and constitute the legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

Section 3.3 No Conflicts. The execution and delivery by Seller of this Agreement and the other Seller Documents do not, and, subject to entry of the Sale Approval Order and any other authorization as may be required by the Bankruptcy Court and receipt of the Required Seller Approvals, the performance by Seller of its obligations hereunder and thereunder and the consummation of the Transactions will not:

(a) conflict with or result in a violation or breach of any of the terms, conditions or provisions of the Organizational Documents of Seller or the Organizational Documents of the Company, any of the Project Companies or any of the Project Holding Companies;

(b) be in violation of or result in a breach of or default (or give rise to any right of termination, cancellation or acceleration) under (with or without the giving of notice, the lapse of time, or both), or result in the creation of any Lien upon any of the properties or assets of Seller under, any Contract to which Seller, the Company, any Project Holding Company, or any Project Company is a party, except for any such violations or defaults (or rights of termination, cancellation or acceleration) which would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect; or

(c) conflict with, violate or breach any term or provision of any Law applicable to Seller, the Company, any Project Holding Company or any Project Company except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

Section 3.4 No Default. Except as set forth in Section 3.4 of the Seller Disclosure Schedule, none of Seller, the Company, the Project Holding Companies or the Project Companies is (i) in default (nor has any event occurred which with notice, lapse of time, or both, would constitute a material default) in the performance of any Material Contract, permit, franchise or certificate, to which it is a party or by which it is bound or to which its properties are subject, or (ii) in violation of any Law to which it is subject, except, in each case of clauses (i) and (ii), any defaults or violations as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.5 No Litigation. Other than the Bankruptcy Cases and except as set forth in Section 3.5 of the Seller Disclosure Schedule, there is no Action pending or, to the Knowledge of Seller, threatened against Seller, nor are there any outstanding Orders that affect or bind Seller, the Company, any Project Holding Company, any Project Company or any of such entities' properties, which in any manner seeks to restrain, enjoin, prohibit, make illegal or materially delay the transactions contemplated by this Agreement or the performance by it of its

obligations under this Agreement, in each case that cannot be effectively overridden or canceled by the Sale Approval Order or other related Order of the Bankruptcy Court. Other than the Bankruptcy Cases and except as set forth in Section 3.5 of the Seller Disclosure Schedule, there is no Action pending or, to the Knowledge of Seller, threatened against Seller, the Company, any Project Holding Company, any Project Company, or any of its respective properties, that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Other than the Bankruptcy Cases and except as set forth in Section 3.5 of the Seller Disclosure Schedule, there are no outstanding Orders that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 3.6 No Brokers. Seller, the Company, the Project Holding Companies and the Project Companies do not have any Liability to pay fees or commissions to any broker, finder or agent with respect to the Transactions for which Buyer, the Company, the Project Holding Companies, the Project Companies or any of their Affiliates would be responsible.

Section 3.7 Consents and Approvals. Subject to entry of the Sale Approval Order and any other authorization as may be required by the Bankruptcy Court, and except for the Required Seller Approvals, no Governmental Approval and no filing or registration with, declaration or notification to, or order, authorization, consent or approval of any other Person party to a Contract to which Seller, any Affiliate of Seller, the Company or any Affiliate of the Company is party is required in connection with the execution, delivery and performance by Seller of this Agreement or any other Seller Document or the consummation by Seller of the transactions contemplated hereby.

Section 3.8 Company Membership Interests. All of the Company Membership Interests are duly authorized, validly issued, fully paid and nonassessable, and Seller has good and valid title to, and is the sole record and beneficial owner of, one hundred percent (100%) of the Company Membership Interests, free and clear of any and all Claims and Liens, except for any restrictions on sales of securities under applicable Law and as set forth in Section 3.8 of the of the Seller Disclosure Schedule.

Section 3.9 Ownership of Projects. Each of the Project Companies owns its Project free and clear of any Liens (other than Permitted Liens).

Section 3.10 Ownership of Project Companies. The Company, through the Project Holding Companies, owns the respective equity interests of the Project Companies as set forth in Section 3.10 of the Seller Disclosure Schedule, free and clear of any Claims and Liens (other than Permitted Liens described in parts (a), (b), (i), (k) and (l) of the definition thereof).

Section 3.11 Contracts. As of the Effective Date, Section 3.11 of the Seller Disclosure Schedule sets forth (i) each Material Contract executed after the Acquisition Date and (ii) each Contract between the Company, any Project Holding Company, or any Project Company, on the one hand, and SunEdison, Inc., or any Subsidiary of SunEdison, Inc., on the other hand, including, without limitation, the Management Contracts ((i) and (ii), collectively, the "***SUNE Contracts***"). True, correct and complete copies of each SUNE Contract

(as amended, modified or supplemented through the date hereof) have been made available to the Buyer prior to the date hereof. Seller has made available to Buyer its copy of the virtual dataroom maintained by the seller of TerraForm AP Holdings LLC as of the Acquisition Date. Except as set forth in Section 3.4 of the Seller Disclosure Schedule, to the Knowledge of Seller (and as of any other date this representation is made, except to the extent the applicable notice could not reasonably be expected to have a Material Adverse Effect), all Material Contracts and the SUNE Contracts are in full force and effect and, since the Acquisition Date, the Seller, the Company and the Project Companies have not received any notice of termination, default or breach of or under any Material Contract or SUNE Contract.

Section 3.12 No Employees. The Company has never had any employees and currently has no, employees. The Project Holding Companies and the Project Companies currently have no employees, and, to the Knowledge of Seller, have never had any employees.

Section 3.13 Taxes. All material Tax Returns required to be filed by, or with respect to, the Company and its assets and operations have been timely filed (taking into account any and all properly granted extensions) and each such material Tax Return is complete and accurate in all material respects. All Taxes payable by or due from or with respect to the Company, or required to be withheld by the Company, have been fully paid or withheld. At all times since formation, the Company has been properly classified as either a disregarded entity or a partnership for U.S. federal income tax purposes pursuant to Treasury Regulation Section 301.7701-3(b)(1) and has never filed an election to be treated as, or otherwise been classified as, an association taxable as a corporation for U.S. federal income tax purposes. (a) There are no Liens for Taxes upon the assets of the Company other than statutory liens for current taxes not yet due and payable; (b) there are no outstanding agreements, consents, or waivers extending the statutory period of limitations applicable to any Tax Return or Taxes of the Company; (c) no written claim has been made by any Tax Authority with respect to the Company in a jurisdiction where the Company does not file a Tax Return that it (or its income or activities) is or may be subject to taxation in that jurisdiction; (d) the Company is not a party to any Tax indemnity, Tax allocation or Tax sharing agreement other than any such agreement entered into in the ordinary course of business the primary purpose of which is unrelated to Taxes; (e) there is no audit, examination or other administrative or judicial proceeding for Taxes ongoing, currently pending or for which Seller or any of its Affiliates (including the Company) has received written notice is scheduled to commence against, or with respect to, the Company; (f) there is no outstanding or proposed written claim, deficiency or assessment for Taxes pending against the Company; and (g) the Company has no Liability for the Taxes of any other Person as a transferee, successor by operation of Law (including Treasury Regulations Section 1.1502-6 and any similar state or local Tax Law). No power of attorney is currently in effect, and no Tax ruling has been requested of any Governmental Authority, with respect to any Tax matter relating to the Company.

Section 3.14 Legal Compliance.

(a) As of the Effective Date, to the Knowledge of Seller, all material Governmental Approvals required by the Company or for the Projects have been duly obtained and issued and are in full force and effect. As of the Effective Date, to the Knowledge of Seller,

the Company and each Project Company is and has been since the Applicable Date in compliance in all material respects with all Laws and Governmental Approvals applicable to or held by the Company. As of the Effective Date, to the Knowledge of Seller, neither the Company nor Seller has received any notice from or been charged by any Governmental Authority or other Person regarding any violation or failure to comply with any Law or Governmental Approval applicable to or held by the Company.

(b) As of any date this representation is given after the Effective Date, to the Knowledge of Seller (i) the Company and each Project Company is and has been in compliance in all material respects with all Laws and Governmental Approvals applicable to or held by the Company except to the extent any non-compliance would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect and (ii) neither the Company nor Seller has received any notice from or been charged by any Governmental Authority or other Person regarding any violation or failure to comply with any Law or Governmental Approval applicable to or held by the Company, that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 3.15 Environmental Matters. To the Knowledge of Seller, there has been no release or threatened release of any Hazardous Material at, on, under or from any of the Project property that would reasonably be expected, individually or in the aggregate, to result in a material Liability to the Company, any Project Holding Company or any Project Company. Since the Acquisition Date, none of Seller, the Company, any Project Company or any Project Holding Company has received any written notice relating to a violation by Seller, the Company, any Project Company or any Project Holding Company of any Environmental Law related to any Project or any environmental Liability or potential environmental Liability of any such entity or the Project, and no claim regarding such a violation or Liability is pending or, to the Knowledge of Seller, has been threatened against Seller, the Company, any Project Company or any Project Holding Company, which with respect to any of the foregoing, would reasonably be expected, individually or in the aggregate, to result in a material Liability to the Company or any Project Company. To the Knowledge of Seller, no underground storage tanks, aboveground storage tanks, oil wells, pits, sumps or waste management containment impoundments are currently or were historically located or operated at any Project property in a condition that would reasonably be expected to result, individually or in the aggregate, in a material Liability to the Company, any Project Company or any Project Holding Company pursuant to Environmental Law.

Section 3.16 No Material Adverse Effect. There is no event, change, circumstance, development, occurrence, condition, effect or state of facts that has occurred and is continuing to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.17 Transactions with Affiliates; Atlantic Power Transaction. Except as set forth on Section 3.17 of the Seller Disclosure Schedule or as expressly permitted by Section 5.2, none of the Company, Project Company or any Project Holding Company has any Liabilities to or Contracts with the Seller, any Seller Parent or any of their respective Affiliates (other than Subsidiaries of the Company), and there are no guarantees, grants of Liens or other credit support arrangements by the Seller, any Seller Parent or any of their respective Affiliates in favor of such Company or by such Company in favor of the Seller,

any Seller Parent or their respective Affiliates. Set forth on Section 3.17 of the Seller Disclosure Schedule are complete and accurate descriptions of the payments made by SunEdison and its Affiliates (other than the Company and its Subsidiaries) with respect to the acquisition (and concurrent acquisition financing) of the Project Companies and the Project Holding Companies. Except for the acquisition of the Project Companies and the Project Holding Companies (including the related payments shown in Section 3.17 of the Seller Disclosure Schedule and the purchase agreement related thereto), the Management Contracts, the other contracts with Affiliates set forth in Section 3.11 of the Seller Disclosure Schedule, the Amended and Restated Call Right Agreement, dated as of February 12, 2016, the Assignment and Assumption Agreement, dated as of June 26, 2015, between the Company and SunEdison YieldCo ACQ10, LLC, and agreements expressly permitted by Section 5.2 after the Effective Date, no Affiliate of Seller other than Debtors have entered into any contracts with, provided funds to or otherwise conducted any business with the Company, any Project Company or any Project Holding Company.

Section 3.18 No Undisclosed Liabilities. Since the Applicable Date, none of the Company, the Project Companies or the Project Holding Companies has incurred any material Liability outside of the ordinary course of business that has not been disclosed to the holders of the PREPP Units.

Section 3.19 Compliance with Separateness Provisions. The Company conducts business only in its own name, does not engage in any business or have any assets unrelated to the Projects, has its own separate books, records, and accounts (with no commingling of assets), holds itself out as being a Person separate and apart from any other Person, and, except as would not have, individually or in the aggregate, a Material Adverse Effect, observes limited liability company formalities independent of any other Person.

Section 3.20 No Other Agreements to Sell. Except as set forth on Section 3.20 of the Seller Disclosure Schedule, Seller has no legal obligation, absolute or contingent, to any other Person or any nonbinding agreement in principle, letter of intent or similar understanding with any Person to sell or effect a sale of all or any portion of the assets or properties of any Project, any interests in the Project Companies or any of the Project Holding Companies, or to enter into any Contract or cause the entering into any Contract with respect to the foregoing; nor does any other Person have a right of first negotiation, right of first offer, or right of first refusal with respect to the Company Membership Interests except pursuant to the Company LLC Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER

Except as set forth in the schedule delivered to Seller by Buyer on or prior to the execution and delivery of this Agreement (the "***Buyer Disclosure Schedule***"), Buyer represents and warrants to Seller, as of the date hereof and as of the Closing Date, as follows:

Section 4.1 Organization, Good Standing and Power. Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is

organized, and has all requisite power and authority to conduct its businesses as presently conducted and to own, lease and operate its properties.

Section 4.2 Authority; Execution and Delivery; Enforceability. Buyer has full power and authority to execute this Agreement and all other Buyer Documents, to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution and delivery by Buyer of this Agreement and all other Buyer Documents, the consummation by Buyer of the Transactions and the performance by Buyer of its obligations hereunder and thereunder have been, and in the case of Buyer Documents executed after the date hereof will be, duly and validly authorized by all necessary corporate, limited liability or other applicable organizational action. This Agreement has been, and, when executed, each other Buyer Document will be, duly and validly executed and delivered by Buyer, and assuming a legal, valid and binding obligation of Seller, each of this Agreement and such other Buyer Documents constitutes or will constitute Buyer's legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally, and general equitable principles whether considered in a proceeding in equity or at law.

Section 4.3 No Conflicts. The execution and delivery by Buyer of this Agreement and the other Buyer Documents do not, and the performance by Buyer of its obligations hereunder and thereunder and the consummation of the Transactions will not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of Buyer under, any provision of (a) the Organizational Documents of Buyer, (b) any Contract to which Buyer is a party or by which any of its properties or assets is bound or (c) any Law applicable to Buyer or its properties or assets, other than, in the case of paragraphs (b) and (c) above, any such items that, individually or in the aggregate, reasonably be expected to result in a material adverse effect on the ability of Buyer to perform its obligations under this Agreement or, when executed, any other Buyer Document and, in each case, subject to the receipt of each of the Required Buyer Approvals.

Section 4.4 No Default. Buyer is not in material default (nor has any event occurred which with notice, lapse of time, or both, would constitute a material default) in the performance of any material Contract, permit, franchise or certificate, to which it is a party or by which it is bound or to which its properties are subject, nor is it in violation in any material respect of any Law to which it is subject, which default or violation could reasonably be likely to materially adversely affect Buyer's ability to carry out its obligations under this Agreement.

Section 4.5 No Litigation. There is no litigation, investigation or other proceeding pending or, to the knowledge of Buyer, threatened against Buyer or any of its Affiliates which in any manner seeks to restrain, enjoin, prohibit, make illegal or materially delay the transactions contemplated by this Agreement or the performance by Buyer of its obligations under this Agreement.

Section 4.6 Financing. Buyer has, and will have at the Closing, sufficient cash on hand or committed capital to pay the Purchase Price and any other amounts payable hereunder by Buyer.

Section 4.7 Consents and Approvals. Except for the Required Buyer Approvals, no Governmental Approval and no filing or registration with, declaration or notification to, or order, authorization, consent or approval of any other Person party to a Contract to which Buyer is a party is required in connection with the execution, delivery and performance by Buyer of this Agreement or any other Buyer Document or the consummation by Buyer of the Transactions.

Section 4.8 No Brokers. Buyer does not have any Liability to pay fees or commissions to any broker, finder or agent with respect to the Transactions for which Seller would be responsible.

Section 4.9 Investment Representation. Buyer is purchasing the Company Membership Interests for its own account with the present intention of holding the Company Membership Interests for investment purposes and not with a view to or for sale in connection with any public distribution of the Company Membership Interests in violation of any federal or state securities Laws. Buyer acknowledges that the Company Membership Interests have not been registered under applicable federal and state securities Laws and that the Company Membership Interests may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of unless such transfer, sale, assignment, pledge, hypothecation or other disposition is registered under applicable federal and state securities Laws or is exempt from registration under applicable federal and state securities Laws.

Section 4.10 Accredited Investor. Buyer (a) is an “accredited investor” as such term is defined in Rule 501(a) under the U.S. Securities Act of 1933, as amended, and (b) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Company Membership Interests.

Section 4.11 Company LLC Agreement. The transfer of the Company Membership Interests will comply on an ongoing basis with the provisions of Article 12 of the Company LLC Agreement (including, without limitation, satisfaction of the transfer conditions set forth in Section 12.3 of the Company LLC Agreement, excluding the condition set forth in Section 12.3(g) of the Company LLC Agreement).

ARTICLE V

COVENANTS OF THE PARTIES

Section 5.1 Access by Buyer. From and after the date hereof until the Closing Date or earlier termination of this Agreement (the “***Interim Period***”), Seller will provide Buyer and its representatives with reasonable access, upon reasonable prior notice and during normal business hours, to the offices, properties and the books and records relating to the Company, but only to the extent that such access does not unreasonably interfere with the

business and operations of the Company; provided, however, that Seller shall not be required to provide access to any information that is (i) subject to attorney-client privilege to the extent doing so would reasonably be expected to cause such privilege to be waived, or (ii) prohibited by applicable Law. Notwithstanding the foregoing, Buyer shall not conduct or cause to be conducted any sampling, testing or other invasive investigation of the air, soil, soil gas, surface water, groundwater, building materials or other environmental media on any real property owned or leased by the Company or Persons owned by the Company (except with express written permission from Seller). Without limiting the foregoing, Seller acknowledges that Buyer may appoint an accountant (at Buyer's sole cost and expense) to assist in evaluating and improving performance under the Management Contracts and, provided such accountant is acceptable to Seller (confirmation of the same not to be unreasonably withheld, conditioned or delayed following request by Buyer) and has agreed to customary confidentiality restrictions, agrees to provide Buyer and such accountant with reasonable access, upon reasonable prior notice and during normal business hours, to the offices, properties and books and records relating thereto, subject to the provisos set forth above.

Section 5.2 Interim Period Operations. Except as (i) expressly required by this Agreement, or (ii) required by applicable Law (including the Bankruptcy Code) or by a Governmental Authority or pursuant to any Company Contract or any order of the Bankruptcy Court, during the Interim Period, Seller shall, Seller shall cause the Company and each Project Company to, operate only in the ordinary course of business consistent with prudent industry practice. Without limiting the generality of the foregoing, during the Interim Period, except as (i) set forth in Schedule 5.2 of the Seller Disclosure Schedule, (ii) expressly required by this Agreement, (iii) in connection with the assignment or replacement of a Management Contract, provided that following such assignment or replacement the applicable service provider is an Approved Operator and the contract is an Approved Substitute Management Contract, or (iv) required by applicable Law (including the Bankruptcy Code) or by a Governmental Authority or pursuant to any Company Contract or any order of the Bankruptcy Court, Seller shall not permit the Company, any Project Holding Company, or any Project Company to take any of the following actions without Buyer's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned):

(a) dispose of any properties (including disposition or issuance of any equity interest) or assign or waive any material rights, or incur any Liens or permit any Liens to be imposed on any property, other than (i) Permitted Liens, (ii) Liens pursuant to express provisions of Company Contracts or (iii) dispositions in the ordinary course of business consistent with prudent industry practice and not adverse to the Company in any material respect;

(b) enter into or amend in any material respect any Contract with any Affiliate or terminate any such Contract (except pursuant to an Approved Substitute Management Contract), in each case to the extent adverse to the interests of the Company in any material respect;

(c) take any action that could be reasonably expected to cause or result in the incurrence of any Liability at the Company (including guarantees of third parties or affiliate debt) in an amount greater than or equal to $25,000 individually or $100,000 in the aggregate,

other than in the ordinary course of business consistent with prudent industry practice and not adverse to the Company in any material respect;

(d) enter into any Contract or materially amend, materially modify or terminate (partially or completely) any Contract (other than as expressly allowed pursuant to clause (b) of this Section 5.2), in each case other than in the ordinary course of business consistent with prudent industry practice and not adverse to the Company in any material respect;

(e) change the U.S. federal income tax classification of the Company, any Project Holding Company, or any Project Company, or take or fail to take any material action with respect to any Tax matters outside the ordinary course of business or inconsistent with past practice;

(f) cause or permit the Company, any Project Holding Company, or any Project Company to make any distributions other than in accordance with its respective Organizational Documents;

(g) cause or permit the Company, any Project Holding Company, or any Project Company to prepay any indebtedness other than in accordance with the Company Contracts; or

(h) agree or commit to any of the foregoing.

Section 5.3 Good Faith Efforts; Required Approvals.

(a) During the Interim Period, each of the Parties shall use commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable Laws to consummate and make effective the transactions contemplated by this Agreement. The Parties will use commercially reasonable efforts to obtain consents of all Governmental Authorities and other Persons necessary for the consummation of the transactions contemplated by this Agreement, including the Required Approvals.

(b) Seller shall diligently and in good faith undertake to, within one (1) Business Day after Buyer executes this Agreement, file a petition under Chapter 11 of the Bankruptcy Code, and within two (2) Business Days after the Seller's petition date, file the Sale Motion and seek to obtain Bankruptcy Court approval of the sale of the Company Membership Interests to the Buyer, and in connection therewith, shall diligently and in good faith seek entry of the Sale Approval Order no later than January 19, 2017. Each Party shall make an appropriate filing of a Notification and Report Form and related materials, which forms shall specifically request early termination of the waiting period prescribed by the HSR Act, pursuant to the HSR Act with respect to the transactions contemplated by this Agreement promptly after the Sale Approval Order shall have been entered in the Bankruptcy Cases and shall have become a Final Order, and shall supply as promptly as practicable to the appropriate Governmental Authorities any additional information and documentary material that may be requested pursuant to the HSR Act. Should any Affiliate Manager file for chapter 11 protection prior to the Closing, Seller shall

take all reasonable steps to cause, to the extent possible, such Affiliate Manager to execute or assume the Management Contract Undertakings (if and as applicable) and shall take all reasonable steps to implement the Management Contract Undertakings in accordance with the terms thereof.

(c) As promptly as is reasonably practicable after the Effective Date, the Seller and the Buyer, as applicable, shall file or cause to be filed with the FERC a single joint application pursuant to FPA Section 203 as is necessary to obtain required FERC approval for the consummation of the transactions contemplated by this Agreement. The Parties shall consult with each other regarding such filings and shall consider and incorporate in such filings all reasonable comments, if any, submitted by the other Party with respect thereto, and shall have the joint right to approve such filings. FERC counsel engaged by each the Parties shall be jointly responsible for and shall execute the filing, and, once approved by the Parties, counsel for the Seller shall undertake the actual filing. Counsel for both the Seller and the Buyer shall manage all communications with FERC with respect to the FPA Section 203 application. To the maximum extent practicable and consistent with the provisions of this subsection and with FERC staff directions, the Parties will have their respective FERC counsel included in all communications with FERC staff concerning the FPA Section 203 application, including to the extent practicable in preparations for such communications. The Parties shall cooperate with one another to respond promptly to any requests for additional information made by the FERC and use their respective commercially reasonable efforts to cause regulatory approval to be obtained at the earliest possible date after the date of filing. Each Party shall bear its own costs incurred in connection with the FERC filing; provided, however, that if FERC requires or requests the submission of a statistical or economic competition or market-power study or screen analysis, under 18 C.F.R. Part 33 or otherwise, the cost of such study shall be borne fifty percent (50%) by Buyer and fifty percent (50%) by Seller.

(d) The Parties will provide prompt notification to each other when any such consent, approval, action, or filing referred to in Sections 5.3(a) or 5.3(b) is obtained, taken, made or given, as applicable, and will advise each other of any material communications with any Governmental Authority or other Person regarding any of the transactions contemplated by this Agreement. Notwithstanding the foregoing, if either Party receives a request for additional information from any Governmental Authority that is related to the transactions contemplated by this Agreement, then such Party shall endeavor in good faith to make, or cause to be made, to the extent practicable and after consultation with the other Party, an appropriate response to such request. Prior to delivery of such response, such Party shall provide the other Party with an opportunity to review and comment on such response, to the extent practicable. Neither Party shall participate in any meeting, or engage in any material substantive conversation, with any Governmental Authority related to the transactions contemplated by this Agreement without giving the other Party and its designated counsel prior notice of the meeting or conversation and, unless prohibited by such Governmental Authority, the opportunity to attend or participate.

(e) Without limiting Sections 5.3(a) or 5.3(b), Seller will, in order to consummate the transactions contemplated hereby, take all commercially reasonable steps necessary or desirable to obtain all Required Seller Approvals and Buyer will, in order to consummate the transactions contemplated hereby, take all commercially reasonable steps necessary or desirable to obtain all Required Buyer Approvals.

Section 5.4 Exclusivity. Unless (x) this Agreement is terminated in accordance with Article VII or (y) a Non-Solicitation Party determines, in good faith, after consultation with outside legal counsel, that complying with this section is inconsistent with its fiduciary duties, Seller agrees that neither it nor its Affiliates, nor any of their respective officers, directors, employees, stockholders, members, managers, representatives, agents, investment bankers or attorneys (each, a "Non-Solicitation Party"), shall directly or indirectly discuss, pursue, solicit, initiate, participate in, facilitate, encourage or otherwise enter into any discussions, negotiations, agreements or other arrangements regarding an Alternative Transaction, or provide any information to any Person other than Buyer and its Affiliates, representatives, agents and financing sources in furtherance of an Alternative Transaction (any such action, a "Solicitation"); provided, that the obligations in this Section 5.4 shall not apply to any discussions, negotiations or other interactions with respect to (i) whole-company transactions or plans of reorganization of SunEdison, Inc. or SunEdison Holdings Corporation in the Bankruptcy Cases that may include the Company Membership Interests or (ii) direct or indirect rights in respect of the Company Membership Interests and equity of subsidiaries of the Company existing as of the Applicable Date. Seller shall notify Buyer in writing not less than three Business Days prior to allowing any Non-Solicitation Party to make any Solicitation.

Section 5.5 Post-Closing Cooperation and Access.

(a) Upon the terms and subject to the conditions of this Agreement, at any time or from time to time after the Closing, each of the Parties shall execute and deliver such other documents and instruments, provide such materials and information and take such other actions as may reasonably be necessary, proper or advisable to fulfill its obligations under this Agreement.

(b) Following the Closing, each Party will use commercially reasonable efforts to provide the other Party with copies and extracts of the books, records and other data relating to the business or financial or operating condition of the Company in the possession of such Party with respect to periods prior to the Closing Date, in the case of Buyer, for any reason, and in the case of Seller, to the extent that such copies may be reasonably required by Seller in connection with any audit, investigation, Action or any other reasonable business purpose relating to Seller, including as required in the Bankruptcy Cases, or in connection with its rights hereunder. Further, Buyer agrees for a period of seven (7) years after the Closing Date, not to destroy or otherwise dispose of any such books, records and other data.

(c) Notwithstanding anything to the contrary contained in this Section 5.5, if the Parties are in an adversarial relationship in any Action, the furnishing of information, documents or records in accordance with any provision of this Section 5.5 shall be subject to applicable rules relating to discovery.

Section 5.6 Certain Employees.

(a) Prior to the GAM End Date, Buyer shall not, and shall cause its Affiliates not to, directly or indirectly, solicit or cause to be solicited for purposes of employment, offer to hire, engage as a consultant or otherwise enter into any contract with, entice away, or hire, any

employee of the Company or its Affiliates (except pursuant to a general solicitation not targeted towards such employee).

(b) No provision of this Agreement shall (i) create any third party beneficiary rights in any employee or former employee of Seller, Seller's Affiliates or any other persons or entities (including any beneficiary or dependent thereof), in respect of continued employment (or resumed employment) for any specified period of any nature or kind whatsoever; (ii) be deemed to amend any employee benefit plan of Seller, Buyer or any Affiliates thereof; (iii) modify in any manner the employees' "at will" employment status under applicable Law; or (iv) constitute an obligation of Buyer to assume or pay any obligation of Seller to any employee.

Section 5.7 Notification. Seller shall give reasonably prompt notice to Buyer of (a) any Knowledge of, or notice or other communication from, any Person alleging that the consent of such Person which is or may be required in connection with the transactions contemplated by this Agreement is not reasonably likely to be obtained prior to the Closing, or (b) any written objection or proceeding that challenges the transactions contemplated by this Agreement. Prior to the Closing, each Party shall promptly disclose in the writing to the other Party in reasonable detail (i) any breach of, or inaccuracy in, any of the representations or warranties of such disclosing Party contained herein, (ii) with respect to Seller only, the discovery, occurrence or non-occurrence of any change, effect, event, occurrence, state of facts or development that has had or is reasonably likely to have a Material Adverse Effect, (iii) any failure of such disclosing Party to comply with or satisfy any covenant or agreement hereunder or any event or condition that would otherwise result in the nonfulfillment of any of the conditions to such other Party's obligations hereunder, and (iv) any Action pending or threatened against (x) with respect to Seller only, the Company or (y) Seller or Buyer, as applicable; *provided, however*, that no such disclosure, or other investigation or knowledge of Buyer or Seller, as applicable, or any of the respective Affiliates, representatives or designees, shall affect or be deemed to modify any representations or warranties of the other Party (or any rights, liabilities or obligations of any Party with respect thereto), as applicable, set forth in this Agreement or the conditions to the obligations of Buyer or Seller, as applicable, to consummate the transactions contemplated by this Agreement or the remedies available to any Party hereunder.

Section 5.8 Replacement of Credit Support. On or prior to the Closing, Buyer shall use its commercially reasonable efforts to (i) procure a replacement Person or Persons for each of Seller's Affiliates under each of the Contracts set forth in Section 5.8 of the Seller Disclosure Schedule, in each case who meets the applicable credit and other requirements under each such Contract, and (ii) cause such replacement Person to enter into a replacement Contract on terms and conditions substantially similar to the Contract being replaced or otherwise acceptable to the counterparties thereto (or other Persons whose approval thereof is required); *provided*, that Buyer shall not be required to comply with this Section 5.8 with respect to any Contract that does not need to be replaced as contemplated hereby in order to obtain a Required Seller Approval.

Section 5.9 [Reserved].

Section 5.10 Certain Management Contract Undertakings. From Closing until the GAM End Date, Buyer shall, and shall cause the Company and its Subsidiaries to:

(a) not terminate any Management Contract other than for cause without the express written consent of the Affiliate Manager party thereto; and

(b) cause the Subsidiaries of the Company party to each Management Contract, at the request of the applicable Affiliate Manager party thereto, to use commercially reasonable efforts to obtain all approvals necessary to consent, and consent, to the assignment or replacement of such Management Contract, provided that following such assignment or replacement the applicable service provider is an Approved Operator and the contract is an Approved Substitute Management Contract.

ARTICLE VI

CONDITIONS TO OBLIGATIONS

Section 6.1 Conditions to the Obligations of Buyer. The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions prior to or concurrently with Closing, any one or more of which may be waived in writing by Buyer; *provided*, that Buyer may not rely on the failure of any such condition to be satisfied if such failure was caused by the breach by Buyer of any of its obligations set forth in this Agreement:

(a) The representations and warranties contained in Article III shall be true and accurate in all respects to the extent qualified by "materiality" or "Material Adverse Effect" and otherwise shall be true and accurate in all material respects, in each case on the date of this Agreement and on and as of the Closing Date as though made on and as of such Closing Date, except for representations and warranties which are as of a specific date, in each case, which shall be true and accurate as of such date.

(b) Seller shall have prepared and delivered to Buyer (i) the consolidated audited financial statements for the Company and its Subsidiaries for the year ended December 31, 2015 and (ii) the audited financial statements for each of the Designated Project Companies for the year ended December 31, 2015, in each case with the accompanying notes thereto, setting forth in each case in comparative form figures for the previous year, all in reasonable detail, fairly presenting the financial position and the results of operations of the Company and its Subsidiaries on a consolidated basis, or of each of the Designated Project Companies, as the case may be, in each case as at the date thereof and for the year then ended, and prepared in accordance with GAAP; and in each case containing an opinion that is unqualified in any respect of the Independent Accountant (collectively, the "***Audited Financial Statements***").

(c) Seller shall have prepared and delivered to Buyer (i) the consolidated financial statements for the Company and its Subsidiaries for the quarter ended September 30, 2016 and (ii) the financial statements for each of the Designated Project Companies for the quarter ended September 30, 2016, in each case fairly presenting the financial position and the

results of operations of the Company and its Subsidiaries on a consolidated basis, or each of the Designated Project Companies, as the case may be, in each case as at the date thereof and for the quarter then ended, and prepared in accordance with GAAP (collectively, the "***Interim Financial Statements***").

(d) Seller shall have performed or complied with in all material respects all of the covenants and agreements required by this Agreement to be performed or complied with by it at or before the Closing, including without limitation the filing by Seller of a petition under chapter 11 of the Bankruptcy Code.

(e) Seller shall have delivered to Buyer a certificate, dated as of the Closing Date, executed on behalf of Seller by an authorized individual thereof, certifying in such detail as Buyer may reasonably request that the conditions specified in Section 6.1(a), Section 6.1(b) and Section 6.1(c) have been fulfilled.

(f) Seller shall have delivered to Buyer a certificate, dated the Closing Date and executed on behalf of Seller by an authorized individual thereof, certifying and attaching the following: (i) the Organizational Documents of Seller, and (ii) one or more board or other resolutions or other authorizations of Seller authorizing the transactions contemplated by this Agreement and the execution, delivery and performance of this Agreement and the other Seller Documents.

(g) The Required Seller Approvals shall have been obtained, including the TerraForm Interest Rate Hedge Agreement Consents.

(h) No final, non-appealable Order or applicable Law prohibiting or making illegal the consummation of the transactions contemplated by this Agreement shall be in effect.

(i) Between the date hereof and the Closing Date, there shall not have occurred and be continuing a Material Adverse Effect.

(j) Seller shall have delivered to Buyer all deliverables contemplated in Section 2.2(b).

(k) Seller shall have caused to be delivered to the applicable Persons the statement of Members' equity based on hypothetical liquidation at book value accounting for the quarter ending September 30, 2016, as described in part 1 of Section 3.4 of the Seller Disclosure Schedule.

(l) The Sale Approval Order shall have been entered in the Bankruptcy Cases and shall have become a Final Order; provided that the Parties shall be entitled to agree to waive the requirement that such Order shall be a Final Order.

(m) The consent of Seller's debtor-in-possession lenders to the Transactions as required under the debtor-in-possession financing documents shall have been obtained.

(n) Seller and each of the other Debtors, on their own behalf and on the behalf of Affiliates of the Debtors ("***Releasing Parties***"), shall have released Buyer, the Company, the

Project Holding Companies and the Project Companies and any successors to such entities ("***Released Parties***") from any and all claims, demands, rights, causes of action, whether known or unknown, that any of Releasing Parties has or may have against the Released Parties relating to or in connection with the Company Membership Interests or the Buyer's existing investments in Company, which releases must be reasonably satisfactory to the Buyer in all respects; provided, (i) that such releases shall not release TerraForm Power, Inc., TerraForm Power, LLC or any of their respective Subsidiaries from any Claim or Liability, (ii) that any release granted shall be subject to the Debtors' authority to grant such releases under applicable non-bankruptcy law, and (iii) the contents of Paragraph 19 of the Sale Order attached as Exhibit A to the Sale Motion together with the execution of the form of release attached as Exhibit A hereto shall be deemed reasonably satisfactory to the Buyer in all respects.

(o) Seller shall have reimbursed, or shall have caused an Affiliate to have reimbursed, the applicable holders of PREPP Units (other than Seller), or directed Buyer to reimburse such holders out of the Purchase Price, for any amounts paid or contributed by such holders on behalf of Seller, with Seller's approval, between the Effective Date and Closing; provided, that Seller's reimbursement obligation shall not exceed One Million, Five Hundred Thousand Dollars ($1,500,000.00).

Section 6.2 Conditions to the Obligations of Seller. The obligation of Seller to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions prior to or concurrently with Closing, any one or more of which may be waived in writing by Seller; provided, that Seller may not rely on the failure of any such condition to be satisfied if such failure was caused by the breach by Seller of any of its obligations set forth in this Agreement:

(a) The representations and warranties (without giving effect to any "materiality" qualifiers contained therein) made by Buyer in Article IV shall be true and accurate on the date of this Agreement and on and as of the Closing Date as though made on and as of the Closing Date, except for representations and warranties which are as of a specific date, in each case, which shall be true and accurate as of such date, with only such exceptions as would not in the aggregate have a material adverse effect on Buyer's ability to consummate the transactions contemplated by this Agreement.

(b) Buyer shall have performed or complied with in all material respects all of the covenants and agreements required by this Agreement to be performed or complied with by it at or before the Closing.

(c) Buyer shall have delivered to Seller a certificate, dated as of the Closing Date, executed on behalf of Buyer by an authorized individual thereof, certifying in such detail as Seller may reasonably request that the conditions specified in Section 6.2(a) and Section 6.2(b) have been fulfilled.

(d) The Required Buyer Approvals shall have been obtained.

(e) No final, non-appealable Order or applicable Law prohibiting or making illegal the consummation of the transactions contemplated by this Agreement shall be in effect.

(f) Buyer shall have delivered to Seller all deliverables contemplated in Section 2.2(c).

(g) The Sale Approval Order shall have been entered in the Bankruptcy Cases.

(h) The consent of Seller's debtor-in-possession lenders to the Transactions as required under the debtor-in-possession financing documents shall have been obtained.

ARTICLE VII

TERMINATION

Section 7.1 Termination.

(a) This Agreement may be terminated, and the transactions contemplated by this Agreement may be abandoned, at any time prior to the Closing of the transactions:

(i) by mutual written agreement of the Parties;

(ii) by written notice given by either Party to the other Party:

(1) if the Closing has not occurred on or before one hundred and eighty (180) days after the Effective Date (as defined below) (the "***End Date***");

(2) if any final, non-appealable Order or applicable Law prohibiting or making illegal the consummation of the transactions contemplated by this Agreement shall be in effect; or

(3) in the event the Seller files the Sale Motion but does not obtain the Sale Approval Order by January 19, 2017, or if the hearing is delayed due to the Bankruptcy Court's unavailability, the next Business Day on which the Bankruptcy Court is available to hold such hearing.

(b) Without limiting Section 7.1(a), the provisions of this Agreement may be terminated, and the transactions contemplated by this Agreement may be abandoned, at any time prior to the Closing of the transactions:

(i) by Buyer (in a written notice to Seller), if there has been a breach by Seller of any representation, warranty, covenant or agreement contained in this Agreement which (x) would result in a failure of a condition to Closing set forth in Section 6.1(a) or Section 6.1(d) and (y) such breach is incapable of being cured or, if curable, is not cured by Seller, as applicable, by the earlier of (i) thirty (30) days after receipt of written notice of such breach or failure and (ii) the End Date; provided, that at the time of such termination, Buyer shall not be in material breach of its obligations under this Agreement or the Sale Approval Order;

(ii) by Buyer, if any Seller Chapter 11 Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code;

(iii) by Buyer (in a written notice to Seller) if Seller (x) withdraws or seeks to withdraw the Sale Motion any time prior to the hearing on the Sale Motion or (y) agrees to enter into an Alternative Transaction;

(iv) by Seller (in a written notice to Buyer), if there has been a breach by Buyer of any representation, warranty, covenant or agreement contained in this Agreement which (x) would result in a failure of a condition to Closing set forth in Section 6.2(a) or Section 6.2(b) and (y) such breach is incapable of being cured or, if curable, is not cured by such Buyer by the earlier of (i) thirty (30) days after receipt of written notice of such breach or failure and (ii) the End Date; provided, that at the time of such termination, Seller shall not be in material breach of its obligations under this Agreement or the Sale Approval Order;

(v) by Seller if Buyer has not deposited the Deposit Funds with the Escrow Agent in accordance with Section 2.5;

(vi) by Seller if Buyer is not able, notwithstanding its use of commercially reasonable efforts, to achieve the results contemplated by Section 5.8, and Seller reasonably determines that as a consequence thereof it will not be able to obtain one or more Required Seller Approvals on or prior to February 28, 2017; and

(vii) by Seller if Seller reasonably determines that the TerraForm Interest Rate Hedge Agreement Consent Costs will exceed Five Hundred Thousand Dollars ($500,000.00).

Section 7.2 Effect of Termination. If this Agreement is validly terminated pursuant to Section 7.1, then each of the Parties shall be relieved of its duties and obligations arising under this Agreement effective as of the date of such termination and such termination shall be without Liability to either Party (or any of their respective representatives or Affiliates), except that the provisions of Section 2.5, Section 5.6(a), Section 7.2 and Article X will survive and apply to any termination. For the avoidance of doubt, none of the representations and warranties contained in Article III or Article IV shall survive any such termination, and neither Party shall be subject to any liability or claims (whether legal or equitable, arising under contract, tort or otherwise) for a breach of, or inaccuracy in, such Party's representations or warranties contained in Article III or Article IV, as applicable, provided that no such limitation shall apply in respect of any claim relating to fraud, willful misconduct or Willful Breach.

ARTICLE VIII

SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

Section 8.1 Survival.

(a) Subject to Section 7.2, the representations and warranties of Seller contained in Article III or in any certificate with respect thereto delivered pursuant to this Agreement and the representations and warranties of Buyer contained in Article IV shall survive

the Closing for twelve (12) months following such Closing (the "***Survival Period Termination Date***").

(b) If a Party delivers an indemnification notice to the other Party before the expiration of a representation or warranty, then the right to assert a claim for indemnification with respect to the applicable representation or warranty shall survive until the resolution of the matter covered by such notice. No claim for indemnification may be made after the expiration of the Survival Period Termination Date.

Section 8.2 Indemnification.

(a) Subject to the limitations set forth in this Article VIII, subsequent to the Closing, Seller shall indemnify, hold harmless and defend Buyer, its Affiliates (including, after the Closing, the Company), and their respective employees, directors, officers, agents and representatives against any liability, loss, cost, expense, Taxes or reasonable attorneys' fees and expenses, including without limitation, such attorneys' fees and expenses incurred in analyzing or responding to any Third Party Claim, at trial, in any arbitration or similar proceeding, or on any appeal (collectively, "***Losses***" and individually, a "***Loss***") that any of the foregoing suffers as a result of (i) any breach or inaccuracy of any of the representations and warranties (each such breach a "***Warranty Breach***") of Seller set forth in Article III and (ii) any breach of any covenant or agreement of Seller contained in this Agreement or in any certificate delivered pursuant to this Agreement.

(b) Subject to the limitations set forth in this Article VIII, subsequent to the Closing, Buyer shall indemnify, hold harmless and defend Seller, its Affiliates, and their respective employees, directors, officers, agents and representatives against any Loss that any of the foregoing suffers as a result of (i) any breach or inaccuracy of any of the representations and warranties of Buyer set forth in Article IV, or (ii) any breach of any covenant or agreement of Buyer contained in this Agreement or in any certificate delivered pursuant to this Agreement.

(c) Except as otherwise required by applicable Law, the Parties shall treat for Tax purposes any indemnification payment made hereunder as an adjustment to the Purchase Price.

(d) The Person or Persons making a claim for indemnification under this Article VIII shall be referred to as the "**Indemnified Party**" and the Person or Persons against whom such claims are asserted shall be referred to as the "**Indemnifying Party**." All claims by any Indemnified Party under this Article VIII shall be asserted and resolved as follows: In the event that any Indemnified Party hereunder intends to make a claim to be indemnified by any Indemnifying Party hereunder that does not involve a Third Party Claim, the Indemnified Party shall promptly send to the Indemnifying Party a written notice specifying the nature of such claim or demand, to the extent it is known, and the amount or estimated amount (which estimate shall not be conclusive of the final amount of such claim and demand) of such claim or demand, together with copies of the relevant documents (a "***Claim Notice***").

(e) In the event of a Claim Notice, the amount of which (i) is undisputed by the Indemnifying Party, (ii) was disputed but as to which (x) a final nonappealable judgment has

been rendered or (y) an agreement has been reached between the Indemnifying Party and the Indemnified Party, such amount shall, subject to the terms and conditions of this Article VIII, conclusively be deemed a liability of the Indemnifying Party hereunder.

Section 8.3 Third Party Claims. The obligations and liabilities of an Indemnifying Party with respect to Losses resulting from the assertion of liability by third parties (each such obligation and liability, a "***Third Party Claim***") shall be subject to the following terms and conditions:

(a) The Indemnified Party shall promptly give written notice to the Indemnifying Party of any Third Party Claim that might give rise to any Loss by the Indemnified Party, stating the nature and basis of such Third Party Claim, and the amount thereof to the extent known; provided, however, that no delay on the part of the Indemnified Party in so notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder except to the extent the Indemnifying Party is materially prejudiced thereby. Such notice shall be accompanied by copies of all relevant material documentation with respect to such Third Party Claim, including any summons, complaint or other pleading that may have been served, any written demand or any other material document or instrument.

(b) From and after receipt of notice of a Third Party Claim pursuant to Section 8.3(a), the Indemnifying Party shall have the right to assume and conduct, at its own expense, the defense against the Third Party Claim in its own name or in the name of the Indemnified Party with counsel reasonably acceptable to the Indemnified Party if the Indemnifying Party has, based on the facts and circumstances available at the time, unconditionally acknowledged in writing its obligation to indemnify the Indemnified Party in respect of such Third Party Claim in accordance with and subject to the terms of this Agreement and without prejudice to the amount of any Loss. Any Indemnified Party shall have the right to employ separate counsel in any such Third Party Claim or to participate in the defense thereof, but the fees and expenses of such counsel shall not be included as part of any Loss incurred by the Indemnified Party and shall not be payable by the Indemnifying Party; provided, however, that if the representation of any such Indemnified Party by the same counsel as the Indemnifying Party would be inappropriate under applicable standards of professional conduct, the Indemnified Party shall be entitled to appoint one separate counsel for such claims and defenses, at the reasonable cost and expense of the Indemnifying Party (subject to the limitations below). The party or parties conducting the defense of any Third Party Claim shall keep the other parties apprised of all significant developments with respect thereto and shall not enter into any settlement, compromise or consent to judgment with respect to such Third Party Claim without the prior consent of the other parties thereto, such consent not to be unreasonably withheld, delayed or conditioned; provided, however, that the Indemnifying Party shall be entitled to settle, compromise or consent to a judgment without the consent of the Indemnified Party with respect to a Third Party Claim that only imposes monetary obligations that are paid by the Indemnifying Party and contains an unconditional and irrevocable release of the Indemnified Party and its Affiliates and their respective employees, directors, officers, managers and other related Persons from all liability thereunder. The Indemnified Party shall make available all information and assistance for the defense of the Third Party Claim as the Indemnifying Party may reasonably request and shall cooperate reasonably with the Indemnifying Party in such defense.

(c) Notwithstanding the foregoing, if Buyer determines in good faith that an adverse determination with respect to a Third Party Claim would reasonably be expected to be materially detrimental to the future business prospects or operations of the Company, Buyer may, by notice to the Indemnifying Party, assume the exclusive right to defend, compromise or settle such Third Party Claim; provided, that the Indemnifying Party will not be bound by any compromise or settlement effected without its consent not to be unreasonably withheld, conditioned or delayed.

Section 8.4 Limitations on Indemnification.

(a) As to any claim for Warranty Breach (other than with respect to a claim for a breach or inaccuracy of a Fundamental Representation of Seller), the Indemnified Party shall not be entitled to indemnification until all Losses exceed, in the aggregate, an amount equal to $25,000.00 (the "***Basket***"). Notwithstanding anything herein to the contrary, in no event shall Seller be responsible for Losses in excess of the Escrow Amount (the "***Cap***") for claims for indemnification pursuant to Article VIII (other than with respect to a claim for a breach or inaccuracy of a Fundamental Representation of Seller, for which the maximum aggregate liability of Seller hereunder shall not exceed the Purchase Price).

(b) In no event shall Buyer be liable for Losses as to any claim for indemnification based on a breach or inaccuracy of any representation or warranty of Buyer set forth in Article IV (other than with respect to a claim for a breach or inaccuracy of a Fundamental Representation of Buyer) until all Losses exceed the Basket. In no event shall Buyer be responsible for Losses in excess of Cap for claims for indemnification pursuant to Section 8.2(b) or 8.3.

(c) Solely for purposes of this Article VIII, any reference to "material", "materially" or "Material Adverse Effect" in any representation or warranty shall be disregarded solely for purposes of determining the amount of Losses attributable to the Warranty Breach.

(d) For the avoidance of doubt, no knowledge of Buyer or any of its Affiliates, representatives or designees shall limit, affect or be deemed to modify the remedies available to Buyer or any of its Affiliates under this Article VIII.

(e) Buyer and Seller on behalf of each of their respective Indemnified Parties waives any right to recover, indirect, consequential, special, exemplary or punitive damages and each of Buyer and Seller agrees that such damages are not included in the definition of "Losses", unless such indirect, consequential, special, exemplary, punitive or other kind of special damages are awarded to a Person in an indemnifiable Third Party Claim.

(f) Each Person entitled to indemnification hereunder shall use commercially reasonable efforts to mitigate all Losses upon becoming aware of any event or circumstance that could reasonably be expected to give rise to any Losses that are indemnifiable under this Article VIII. If such Indemnified Party mitigates its Losses after the Indemnifying Party has paid the Indemnified Party under any indemnification provision of this Agreement in respect of that loss, the Indemnified Party must notify the Indemnifying Party and pay to the Indemnifying Party the extent of the value of the benefit to the Indemnified Party of that mitigation (less the Indemnified

Party's reasonable costs of mitigation) within two Business Days after the benefit is received, but such payment shall not exceed the indemnity payment paid by the Indemnifying Party.

(g) Any indemnifiable claim with respect to any breach by a Party of a representation and warranty shall be net of any insurance proceeds actually received by the Indemnified Party or amounts actually recovered from any other Person alleged to be responsible therefor (net of Taxes, any costs of collection, increased premium or other out-of-pocket costs related to the insurance claim or third party recovery in respect of Losses). If the Indemnified Party receives any amounts under applicable insurance policies, or from any other Person alleged to be responsible for any Losses, subsequent to an indemnification payment by the Indemnifying Party, then such Indemnified Party shall promptly reimburse the Indemnifying Party for any payment made or expense incurred by such Indemnifying Party in connection with providing such indemnification payment up to the amount received by the Indemnified Party (net of any Taxes, costs of collection, increased premium or other out-of-pocket costs related to the insurance claim or third party recovery in respect of Losses).

Section 8.5 Manner of Payment; Escrow.

(a) Any indemnification of Seller or its Affiliates pursuant to this Article VIII shall be effected by wire transfer of immediately available funds from Buyer or on its behalf to an account designated in writing by Seller or an Affiliate of Seller within five (5) days after the final determination thereof. Any indemnification of Buyer or its Affiliates pursuant to this Article VIII shall be effected by wire transfer of immediately available funds from the Escrow Account to an account designated in writing by the applicable Indemnified Party within five (5) days after the final determination thereof. The available funds in the Escrow Account shall be Buyer and its Affiliates' sole and exclusive source of recovery for claims for indemnification pursuant to Article VIII (other than with respect to a claim for a breach or inaccuracy of a Fundamental Representation of Seller, for which the maximum aggregate liability of Seller hereunder shall not exceed the Purchase Price). No Seller or any of its Affiliates shall have any obligation whatsoever to replenish the Escrow Account or make any other funds available to satisfy any indemnification obligation.

(b) Any funds remaining in the Escrow Account as of the Survival Period Termination Date (minus the aggregate amount claimed by Buyer or its Affiliates pursuant to claims made against such funds prior to the Survival Period Termination Date in accordance with this Article VIII and the Escrow Agreement, not fully resolved prior to such date and continuing to be contested in good faith by Buyer or such Affiliate of Buyer) shall be released to Seller. At any time following the Survival Period Termination Date, to the extent the funds held in the Escrow Account exceed the aggregate amount claimed by Buyer and its Affiliates pursuant to claims made prior to the Survival Period Termination Date in accordance with this Article VIII and the Escrow Agreement, not fully resolved prior to the time of determination and continuing to be contested in good faith by Buyer or such Affiliate of Buyer, the excess funds shall be promptly released to Seller.

(c) Seller and Buyer shall promptly (and in any event within two (2) Business Days of a valid request therefor) deliver joint written instructions to the Escrow Agent directing

the Escrow Agent to make any distributions from the Escrow Account expressly provided for herein.

Section 8.6 Remedies Exclusive. Subject to Section 8.5, from and after Closing, the indemnification rights of the Parties under this Article VIII are the exclusive remedies available to the Parties and any Indemnified Party with respect to any claims or disputes arising with respect to any and all claims arising from, in connection with or relating to the subject matter of this Agreement, other than claims arising from or relating to fraud, willful misconduct or Willful Breach.

ARTICLE IX

BANKRUPTCY COURT MATTERS

Section 9.1 Filing by Seller; Sale Motion; Other Matters.

(a) Within one (1) Business Day of the Effective Date, Seller shall file a chapter 11 petition in the Bankruptcy Court and seek to have the Seller's bankruptcy case jointly administered with the Bankruptcy Cases.

(b) Within two (2) Business Days of the Seller's chapter 11 filing, Seller shall file with the Bankruptcy Court the Sale Motion seeking approval of the Sale Approval Order.

(c) [Reserved].

(d) The Seller Parties shall reasonably promptly serve true and correct copies of the Sale Motion and all related pleadings (i) in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules for the United States Bankruptcy Court for the Southern District of New York and any applicable order of the Bankruptcy Court and (ii) to any Person requested by Buyer to the extent such Person has not been otherwise served.

(e) In the event Affiliates of the Seller file for chapter 11 protection prior to the Closing, the Seller, in concern with the Debtors, shall take all reasonable steps in the Bankruptcy Court to seek relief to effectuate the Closing, including without limitation obtaining Bankruptcy Court approval, as necessary, for the Management Contract Undertakings.

ARTICLE X

MISCELLANEOUS

Section 10.1 Assignment; Binding Effect. Neither Party may assign or otherwise transfer this Agreement to any Person without the prior written consent of the other Party; provided, that Buyer may, without any such consent, assign its rights, interests or obligations hereunder, in whole or in part, to one or more of its Affiliates, but no assignment by Buyer shall relieve Buyer of its obligations hereunder. Any purported assignment of this Agreement in violation of this Section 10.1 shall be null and void. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns.

Section 10.2 No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties, any right or remedies under or by reason of this Agreement. Notwithstanding the foregoing, each Affiliate Manager shall be a third party beneficiary of and entitled to enforce against Buyer Section 5.6(a) and Section 5.10.

Section 10.3 Governing Law. The validity, construction, and performance of this Agreement shall be governed by the laws of the United States and of the State of New York, without regard to principles of conflicts of law or choice of law.

Section 10.4 Consent to Jurisdiction; Waiver of Jury Trial. FOR SO LONG AS SELLER IS OR MAY BE SUBJECT TO THE JURISDICTION OF THE BANKRUPTCY COURT, THE BANKRUPTCY COURT WILL HAVE JURISDICTION OVER THE PARTIES AND ANY AND ALL DISPUTES BETWEEN OR AMONG THE PARTIES, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED HEREBY; *PROVIDED, HOWEVER*, THAT, IF THE BANKRUPTCY COURT IS UNWILLING OR UNABLE TO HEAR ANY SUCH DISPUTE, THE PARTIES AGREE TO SUBMIT TO THE JURISDICTION OF AND VENUE IN THE FEDERAL COURT IN NEW YORK, NEW YORK AND THE STATE COURTS LOCATED WITHIN THE COUNTY OF NEW YORK, NEW YORK IN ANY SUIT, ACTION OR PROCEEDING SEEKING TO ENFORCE ANY PROVISION OF, OR BASED ON ANY MATTER ARISING OUT OF OR IN CONNECTION WITH, THIS AGREEMENT, AND AGREE NOT TO BRING ANY SUIT, ACTION OR PROCEEDING IN ANY OTHER FORUM OR TRIBUNAL EXCEPT WHERE APPROPRIATE TO ENFORCE THE JUDGMENT OF SUCH A COURT. EACH PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY REGISTERED OR CERTIFIED MAIL ADDRESSED AND SENT TO THE NOTICE ADDRESS SET FORTH IN SECTION 10.6. **TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION TO ENFORCE OR INTERPRET THE PROVISIONS OF THIS AGREEMENT OR THAT OTHERWISE RELATES TO THIS AGREEMENT.**

Section 10.5 Specific Performance. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and that no adequate remedy at Law would exist and damages would be difficult to determine. It is accordingly agreed that, subject to Section 2.5(b), the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Agreement (including causing the transactions contemplated hereby to be consummated on the terms and subject to the conditions thereto set forth in this Agreement), without posting any bond and without proving that monetary damages would be inadequate, this being in addition to any other remedy to which such Party is entitled at Law or in equity. Neither Party shall oppose, argue, contend or otherwise be permitted to raise as a defense to any such action that an adequate remedy at Law exists or that specific performance or equitable or injunctive relief is inappropriate or unavailable. The

prevailing party in any Action arising under this Section 10.5 shall be entitled to reimbursement of fees, costs and expenses by the non-prevailing party.

Section 10.6 Notices. Any notices to be given hereunder by either Party to the other may be effected either by personal delivery, in writing by mail, registered or certified, postage prepaid with return receipt requested, or via email. Mailed notices shall be addressed to the parties at the addresses appearing below, but each Party may change the address by written notice in accordance with this paragraph. Notices delivered personally and via email will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of seven calendar days after mailing.

To Seller:

TERRAFORM PRIVATE HOLDINGS, LLC
c/o SunEdison Inc.
13736 Riverport Drive, Suite 180
Maryland Heights, Missouri 63043
Attn: General Counsel
Facsimile: (866) 773-0791
Email: MTruong@sunedison.com

With a copy to (which shall not constitute notice):

Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Avenue, N.W.
Washington, DC 20005
Attn: Paul Kraske
Facsimile: (202) 661-9034
Email: paul.kraske@skadden.com

To Buyer:

DIF INFRA 4 US LLC
DIF IV Co-Invest LLC
6, Adelaide East
10th Floor of The Lumsden Building
Toronto, Ontario
M5C 1H6 Canada
Attention: Paul Huebener
Telephone No.: (647) 748-2088
Email: p.huebener@difamericas.com

With a copy to (which shall not constitute notice):

Stoel Rives LLP
12255 El Camino Real, Suite 100
San Diego, CA 92130
Attention: Brian Nese
Facsimile No.: (858) 794-4101
Email: brian.nese@stoel.com

Section 10.7 Severability. In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement. If a provision hereof is held to be invalid or unenforceable, the Parties shall negotiate in good faith to replace the invalid or unenforceable provision to the greatest extent possible with another valid provision that will achieve the same economic effect intended by the provision held invalid or unenforceable in the context of this Agreement.

Section 10.8 Expenses. Except as otherwise provided in this Agreement, each Party will pay its own expenses (including legal, financial and accounting expenses and finders' or brokers' fees) in connection with the transactions contemplated by this Agreement; provided, that the HSR Act filing fees shall be paid by Buyer. In the event of any litigation, mediation or arbitration instituted between the Parties in connection with this Agreement, the prevailing Party shall be entitled to recover from the losing Party all the prevailing Party's reasonable costs and expenses directly incurred in connection with enforcing the terms of this Agreement, including court costs and reasonable attorneys' fees.

Section 10.9 Headings. The titles at the heading of each Section of this Agreement are for convenience of reference only, and are not to be deemed a part of this Agreement itself.

Section 10.10 Entire Agreement. This Agreement, including the Recitals, Schedules, Exhibits and the other agreements and documents referred to herein or therein or contemplated hereby or thereby entered by the Parties, constitute the entire agreement and understanding of the Parties with respect to the matters set forth herein and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written.

Section 10.11 Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which shall be deemed an original, and all of which shall be deemed to constitute one and the same agreement. An executed counterpart of this Agreement delivered by fax or other means of electronic communications shall be deemed to be an original and shall be as effective for all purposes as delivery of a manually executed counterpart.

Section 10.12 Amendments; Waiver. No amendment or modification of this Agreement or any provision hereof shall be valid or effective unless in writing and duly signed by each Party. No consent to, or waiver, discharge or release of, any provision of or breach under this Agreement shall be valid or effective unless in writing and duly

signed by the Party giving such waiver, and any waiver shall be only for the specific purposes for which given and shall not constitute a waiver with respect to any other provision or breach, whether or not of similar nature. Failure on the part of a Party hereto to exercise or insist in any instance upon strict, complete and timely performance by the other Party hereto (or any delay in exercising or insisting upon such performance) of any provision of or obligation under this Agreement shall not constitute a waiver by such Party of any of its rights under this Agreement or otherwise.

Section 10.13 Disclosure.

(a) Seller has set forth information in the Seller Disclosure Schedule in a section thereof that corresponds to the section of this Agreement to which it relates. Information disclosed in any section of the Seller Disclosure Schedule shall constitute a disclosure for purposes of all other sections of the Seller Disclosure Schedule notwithstanding the lack of specific cross-reference thereto, but only the extent the applicability of such disclosure to the Seller Disclosure Schedule is reasonably apparent on its face.

(b) Buyer has set forth information in the Buyer Disclosure Schedule in a section thereof that corresponds to the section of this Agreement to which it relates. Information disclosed in any section of the Buyer Disclosure Schedule shall constitute a disclosure for purposes of all other sections of the Buyer Disclosure Schedule notwithstanding the lack of specific cross-reference thereto, but only the extent the applicability of such disclosure to the Buyer Disclosure Schedule is reasonably apparent on its face.

(c) The Parties acknowledge and agree that (i) the Seller Disclosure Schedule or Buyer Disclosure Schedule may include certain items and information solely for informational purposes for the convenience of Seller or Buyer, as applicable, and (b) the disclosure by Seller of any matter in the Seller Disclosure Schedule or the disclosure by Buyer of any matter in the Buyer Disclosure Schedule shall not be deemed to constitute an acknowledgment by Seller or Buyer, as the case may be, that the matter is required to be disclosed by the terms of this Agreement or that the matter is material.

Section 10.14 Drafting Interpretation. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by each Party as of the date first above written.

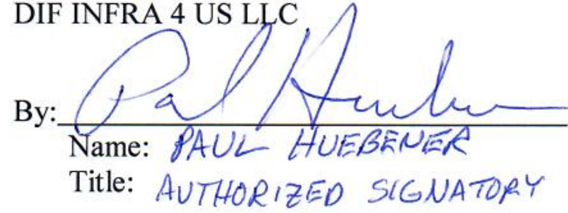
Seller:

TERRAFORM PRIVATE HOLDINGS, LLC

By:__________________________________
Name: John S. Dubel
Title: Authorized Representative

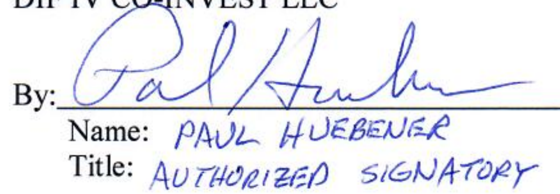
Buyer:

DIF INFRA 4 US LLC



By:____________________
Name: PAUL HUEBENER
Title: AUTHORIZED SIGNATORY

DIF IV CO-INVEST LLC



By:____________________
Name: PAUL HUEBENER
Title: AUTHORIZED SIGNATORY

EXHIBIT A

Form of Release

GENERAL RELEASE AND WAIVER OF CLAIMS

This General Release and Waiver of Claims (this "***Release***") is being executed and delivered in connection with the purchase by DIF INFRA 4 US LLC, a Delaware limited liability company, and DIF IV CO-INVEST LLC, a Delaware limited liability company (together, "***Buyer***"), and the sale by TERRAFORM PRIVATE HOLDINGS, LLC, a Delaware limited liability company ("***Seller***"), of the Company Membership Interests. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in that certain Membership Interest Purchase Agreement, dated as of December 14, 2016 and entered into by and between Buyer and Seller (the "MIPA").

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned hereby agrees, on behalf of the Debtors and Affiliates of the Debtors, as follows:

Effective as of the closing of the Transactions ("***Closing***"), Seller and each of the other Debtors in the Bankruptcy Cases, on their own behalf, and on the behalf of Affiliates of the Debtors and each of their respective successors and assigns (collectively, the "***Releasing Parties***") hereby voluntarily release and forever discharge Buyer, the Company, the Project Holding Companies and the Project Companies and any successors to such entities (individually, a "***Released Party***" and collectively, the "***Released Parties***") from any and all claims, demands, rights, causes of action of every kind or nature whatsoever, whether known or unknown, suspected or unsuspected, both at law and in equity, which any of the Releasing Parties ever had or now have against any Released Party relating to or in connection with the Company Membership Interests or with Buyer's existing investments in the Company.

For the avoidance of doubt, (i) this Release shall not release TerraForm Power, Inc., TerraForm Power, LLC or either of their subsidiaries from any claims, demands, rights, or causes of action, (ii) any release granted hereunder is subject to the undersigned's authority to grant such release under applicable non-bankruptcy law, and (iii) this Release shall not release Buyer of its liabilities or obligations under the MIPA, which shall remain fully enforceable by Seller.

In connection with the foregoing, the undersigned, on behalf of the Debtors and Affiliates of the Debtors, hereby (a) acknowledges that [he/she/it] may hereafter discover facts different from, or in addition to those that they now know or believe to be true; nevertheless [he/she/it] agrees that the releases set forth in this Release shall be and remain effective in all respects, notwithstanding the discovery of such different or additional facts; and (b) waives any and all rights and benefits conferred by or under any statute or common law principle to the effect that a general release does not extend to claims which a party does not know or suspect to exist in its favor at the time of executing such general release, which if known by such party must have materially affected such party's settlement with the other party.

By signing below, the undersigned represents to the Released Parties, on behalf of the Debtors and Affiliates of the Debtors, that:

(A) [He/She/It] has been advised to consult with an attorney of [his/her/its] choosing concerning the rights waived in this Release;

(B) [He/She/It] has carefully read this document and that [he/she/it] is fully aware of this Release's contents and legal effect, including the waiver of any legal claims;

(C) [He/She/It] is voluntarily signing this Release; and

(D) [He/She/It] understands that the Debtors and its Affiliates are receiving benefits that they would not otherwise be entitled to if it did not sign this Release.

If the scope or enforceability of any of the terms or provisions of this Release is disputed at any time, it/they may be modified and enforced by a court of competent jurisdiction to the maximum extent determined to be reasonable under applicable law. If any term or provision of this Release is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction.

This Release shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law. All suits, actions and proceedings arising out of or relating to this Release shall be heard and determined in the United States Bankruptcy Court for the Southern District of New York ("***Bankruptcy Court***"), but if the Bankruptcy Court refuses to exercise jurisdiction over any disputes relating to this Releases, such dispute shall be heard in any state or federal court sitting in the New York, New York.

[*Signature Page Follows*]

Signed as of ________ __, 2017.

This Release may be executed by facsimile or electronic signature.

SunEdison, Inc.
SunEdison DG, LLC
SUNE Wind Holdings, Inc.
SUNE Hawaii Solar Holdings, LLC
First Wind Solar Portfolio, LLC
First Wind California Holdings, LLC
SunEdison Holdings Corporation
SunEdison Utility Holdings, Inc.
SunEdison International, Inc.
SUNE ML 1, LLC
MEMC Pasadena, Inc.
Solaicx
SunEdison Contracting, LLC
NVT, LLC
NVT Licenses, LLC
Team-Solar, Inc.
SunEdison Canada, LLC
Enflex Corporation
Fotowatio Renewable Ventures, Inc.
Silver Ridge Power Holdings, LLC
SunEdison International, LLC
Sun Edison LLC
SunEdison Products Singapore Pte. Ltd.
SunEdison Residential Services, LLC
PVT Solar, Inc.
SEV Merger Sub Inc.
Sunflower Renewable Holdings 1, LLC
Blue Sky West Capital, LLC
First Wind Oakfield Portfolio, LLC
First Wind Panhandle Holdings III, LLC
DSP Renewables, LLC
Hancock Renewables Holdings, LLC
EverStream HoldCo Fund I, LLC
Buckthorn Renewables Holdings, LLC
Greenmountain Wind Holdings, LLC
Rattlesnake Flat Holdings, LLC
Somerset Wind Holdings, LLC
SunE Waiawa Holdings, LLC
SunE MN Development, LLC
SunE MN Development Holdings, LLC
SunE Minnesota Holdings, LLC
TerraForm Private Holdings, LLC

By:____
Name: John Dubel
Title: Chief Restructuring Officer and Chief Executive Officer

EXHIBIT B

Form of Sale Approval Order

All rights reserved.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	:	**Chapter 11**
SUNEDISON, INC., *et al.*,	:	**Case No. 16-10992 (SMB)**
Debtors.[1]	:	**Jointly Administered**

ORDER (A) AUTHORIZING THE SALE OF TERRAFORM PRIVATE HOLDINGS, LLC'S COMMON UNITS AND TP PREPP UNITS IN TERRAFORM PRIVATE, LLC TO DIF INFRA 4 US LLC AND DIF IV CO-INVEST LLC FREE AND CLEAR OF ALL INTERESTS INCLUDING LIENS, CLAIMS, AND LIABILITIES; (B) APPROVING CERTAIN RELEASES IN CONNECTION THEREWITH; AND (C) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") for entry of an order (this "Order") pursuant to sections 105(a), 363(b), 363(f), 363(m), 541(a), 1107, and 1108 of title 11 of the United States Code (as amended, the "Bankruptcy Code"), and Rules 2002, 6003, 6004, 9007, 9014, and 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") (a) (i) authorizing TerraForm

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's tax identification number are as follows: SunEdison, Inc. (5767); SunEdison DG, LLC (N/A); SUNE Wind Holdings, Inc. (2144); SUNE Hawaii Solar Holdings, LLC (0994); First Wind Solar Portfolio, LLC (5014); First Wind California Holdings, LLC (7697); SunEdison Holdings Corporation (8669); SunEdison Utility Holdings, Inc. (6443); SunEdison International, Inc. (4551); SUNE ML 1, LLC (3132); MEMC Pasadena, Inc. (5238); Solaicx (1969); SunEdison Contracting, LLC (3819); NVT, LLC (5370); NVT Licenses, LLC (5445); Team-Solar, Inc. (7782); SunEdison Canada, LLC (6287); Enflex Corporation (5515); Fotowatio Renewable Ventures, Inc. (1788); Silver Ridge Power Holdings, LLC (5886); SunEdison International, LLC (1567); Sun Edison LLC (1450); SunEdison Products Singapore Pte. Ltd. (7373); SunEdison Residential Services, LLC (5787); PVT Solar, Inc. (3308); SEV Merger Sub Inc. (N/A); Sunflower Renewable Holdings 1, LLC (6273); Blue Sky West Capital, LLC (7962); First Wind Oakfield Portfolio, LLC (3711); First Wind Panhandle Holdings III, LLC (4238); DSP Renewables, LLC (5513); Hancock Renewables Holdings, LLC (N/A); EverStream Holdco Fund I, LLC (9564); Buckthorn Renewables Holdings, LLC (7616); Greenmountain Wind Holdings, LLC (N/A); Rattlesnake Flat Holdings, LLC (N/A); Somerset Wind Holdings, LLC (N/A); SunE Waiawa Holdings, LLC (9757); SunE Minnesota Holdings, LLC (8926); SunE MN Development Holdings, LLC (5388); SunE MN Development, LLC (8669); and TerraForm Private Holdings, LLC (5993). The address of the Debtors' corporate headquarters is 13736 Riverport Dr., Maryland Heights, Missouri 63043.

[2] Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Motion or the MIPA, as applicable.

Private Holdings, LLC (the "Seller") to sell and transfer 100% of the outstanding Common Units and its TP PREPP Units (collectively, the "Equity Interests") in TerraForm Private, LLC to DIF Infra 4 US LLC and DIF IV Co-Invest LLC (together, the "Buyer") in accordance with that certain Membership Interest Purchase Agreement, dated as of December 14, 2016 (together with all related agreements, documents or instruments and all exhibits, schedules, and supplements to any of the foregoing, the "MIPA", and the transaction described therein, the "Transaction"), by and among the Seller and the Buyer, free and clear of all interests pursuant to 11 U.S.C. § 363(f), including without limitation all Liens, Claims and Liabilities (each term as defined in the MIPA), with such interests attaching to the sale proceeds with the same validity, extent, and priority as had attached to the Equity Interests immediately prior to the sale or transfer and (ii) approving certain releases by each of the Debtors, on its own behalf and on behalf of their Affiliates (together, the "Releasing Parties"), of any claims, demands, rights, causes of action, whether known or unknown, that each of the Releasing Parties may have against the Buyer, TerraForm Private, LLC, any of the Project Holding Companies, any of the Project Companies, and any successors of such entities (the "Released Parties"), as described more specifically herein; and the Court having held a hearing on January [5] 2017 (the "Sale Hearing") to approve the proposed Transaction as set forth in the MIPA; and the Court having reviewed and considered (a) the Motion, (b) the First Day Declaration, (c) the Giliotti Declaration, (d) the objections to the Motion, if any, and (e) the arguments of counsel made, and the evidence proffered or adduced at the Sale Hearing; and due and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice need be provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, their stakeholders, and other parties in interest; and after due deliberation

thereon; and sufficient cause appearing therefor; it is hereby

FOUND AND DETERMINED THAT:[3]

A. **Jurisdiction and Venue**. This Court has jurisdiction (i) to consider the Motion and (ii) over the property of Debtors, including the Equity Interests to be sold, transferred, and conveyed pursuant to the MIPA, under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and this Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. **Legal Predicates**. The legal predicates for the relief sought in the Motion are Bankruptcy Code sections 105(a), 363(b), 363(f), 363(m), 541(a), 1107, and 1108, and Bankruptcy Rules 2002, 6003, 6004, 9007, 9014 and 9019.

C. **Final Order**. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 7062, and to the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of this Order as set forth herein.

D. **Notice**. As evidenced by the affidavits of service filed with the Court at Docket Nos. [_____________], and based on the representations of counsel at the Sale Hearing and/or the Certificate of No Objection, (i) proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, the MIPA, and the Transaction contemplated therein has been provided in accordance with Bankruptcy Code sections 102(1) and 363 and Bankruptcy Rules

---

[3] These findings and determinations constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. Where appropriate, findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact.

2002, 6004, 9006, and 9019 and the case management procedures established in that certain *Order Granting Debtors' Amended Motion for Order Pursuant to Bankruptcy Code Sections 102 and 105, Bankruptcy Rules 1015, 2002, 9007, and 9036, and Local Bankruptcy Rule 2002 Authorizing the Establishment of Certain Notice, Case Management, and Administrative Procedures* [Docket No. 360] (the "Case Management Order") to each party entitled to such notice, (ii) pursuant to the Case Management Order, such notice was properly, timely, adequately and sufficiently given to all known creditor and parties-in-interest of the Seller; (iii) all known creditors who filed security interests or recorded liens against the assets of the Seller, TerraForm Private, LLC, the Project Holding Companies or Project Companies, or commenced litigation against any of these entities have been given proper, timely, adequate and sufficient notice; and (iv) no other or further notice of the Motion, the Sale Hearing, the MIPA, or the Transaction is or shall be required.

E. **Opportunity to Object**. A fair and reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities, including: (a) all entities known to have expressed an interest in a transaction with respect to all or part of the Equity Interests; (b) counsel to the Buyer; (c) counsel to the administrative agent under the Debtors' prepetition first lien credit agreement; (d) counsel to the Tranche B Lenders (as defined in the DIP Credit Agreement (defined below)) and the steering committee of the second lien creditors; (e) counsel to the administrative agent under the Debtors' prepetition second lien credit agreement; (f) counsel to the collateral trustee under the Debtors' prepetition second lien credit agreement; (g) counsel to the indenture trustee under each of the Debtors' outstanding bond issuances; (h) counsel to TerraForm Power, Inc. and TerraForm Power, LLC ("TERP"); (i) counsel to TerraForm Global, Inc. and TerraForm Global,

LLC ("Global"); (j) the Office of the United States Trustee for the Southern District of New York; (k) the U.S. Attorney for the Southern District of New York; (l) counsel to the DIP Agent (as defined in the Final DIP Order (defined below)); (m) counsel to the official committee of unsecured creditors; (m) the Internal Revenue Service; (n) the Securities and Exchange Commission; (o) all entities known to have asserted any interest in or upon any of the Equity Interests and Project Companies; and (p) any such other party entitled to notice pursuant to Bankruptcy Rule 2002, Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York, or the Case Management Order.

F. **Sale in Best Interests**. The consideration provided by the Buyer under the MIPA constitutes the highest or otherwise best offer for the Equity Interests and provides fair consideration and reasonably equivalent value to the Seller's estate in exchange for the Equity Interests. The Transaction contemplated by the MIPA represents the best opportunity to maximize and realize the highest and best value of the Equity Interests for the Seller's estate. Consummation of the Transaction at this time is in the best interests of the Seller, its creditors, its estate, its stakeholders, and other parties in interest.

G. **Business Justification**. Sound business reasons exist for the Transaction contemplated by the MIPA. Entry into the MIPA, and the consummation of the Transaction contemplated thereby, constitutes the Seller's exercise of sound business judgment and such acts are in the best interests of the Seller, its estate, its stakeholders, and all parties in interest. The terms and conditions of the MIPA, including, without limitation, the consideration to be realized by the Seller, are fair and reasonable. The Court finds that the Seller has articulated good and sufficient business reasons justifying the Transaction, including, without limitation, the fact that (i) the Company conducted an extensive marketing process for the Equity Interests, (ii) the

Project Companies face substantial risk of irreparable harm if the Transaction is not closed promptly, and (iii) the MIPA was the highest or otherwise best bid for the Equity Interests and Seller is unlikely to find a higher or otherwise better offer for the Equity Interests. For these reasons and based on the other evidence of record, the Court finds that (i) the MIPA constitutes the highest or otherwise best offer for the Equity Interests, (ii) the MIPA and the closing of the Transaction presents the best opportunity to realize the highest value for the Equity Interests, and (iii) any other transaction would create a substantial risk of delay and a significant reduction in value.

H. **Condition to Transaction**. Entry of this Order approving the MIPA and all the provisions thereof is a condition precedent to the Buyer's obligation to consummate the Transaction.

I. **Non-Insiders**. Neither the Buyer nor any of its affiliates, present or contemplated members, officers, directors, or shareholders or any of their respective successors or assigns (in each case, as of the date hereto) is an "insider" of the Debtors as defined in section 101(31) of the Bankruptcy Code.

J. **Good Faith Purchaser**. The Buyer (i) is a good faith purchaser for value and, as such, is entitled to all of the protections afforded under 11 U.S.C. § 363(m) and any other applicable or similar bankruptcy and non-bankruptcy law, and (ii) has otherwise proceeded in good faith in all respects in connection with the negotiation and execution of the MIPA and in connection with this proceeding. Specifically: (a) all payments to be made by the Buyer in connection with the Transaction have been disclosed; (b) the negotiation and execution of the MIPA was at arm's-length and in good faith, and at all times each of the Buyer and the Seller was represented by competent counsel of its choosing; and (c) the Buyer has not acted in a

collusive manner with any person. Neither the Seller nor the Buyer has engaged in any conduct that would cause or permit the MIPA or the Transaction to be avoided or result in the imposition of any costs or damages against the Buyer under 11 U.S.C. § 363(n) or other applicable law in connection with the MIPA, and the Buyer has been, and will be, acting in good faith within the meaning of 11 U.S.C. § 363(m) in closing the Transaction contemplated by the MIPA. But for the good faith finding and releases in the MIPA and in this Order, the Buyer would not have entered into the MIPA and would not consummate the Transaction.

K. **Free and Clear**. Counsel to the Creditors' Committee, counsel to ad hoc committees in the Chapter 11 Cases, counsel to the DIP Agent and DIP Arrangers (as defined in the Final DIP Order, counsel Tranche B Lenders (as defined in the Final DIP Order) and counsel to TERP and Global received notice of the Transaction, and notice was provided to all other known lien and unsecured creditors and interest holders in the Chapter 11 Cases (and such notice stated that the Debtors would ask the Court to deem non-objection as consent under 363(f)(2)), as well as to all known creditors who have asserted liens or claims against any of TerraForm Private, LLC, the Project Holding Companies and Project Companies. The Seller may sell the Equity Interests free and clear of all interests pursuant to 11 U.S.C. § 363(f), including without limitation Liens, Claims, and Liabilities (except Permitted Liens) against the Seller, its estate or the Seller's Equity Interests because, in each case, at least one of the following applies: (a) applicable nonbankruptcy law permits such sale free and clear in accordance with section 363(f)(1); (b) such entity holding the interest has either consented or, through its failure to object to the Sale Motion, is deemed to have consented in accordance with section 363(f)(2); (c) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest; or (d) such interest is subject to a bona fide dispute. Because the Seller is a

Restricted Subsidiary under the DIP Credit Agreement, the DIP Lenders must consent, and have consented, to the sale of the Equity Interests, even though there are no Liens securing the DIP Financing Facility on the Equity Interests. Upon Closing of the Transaction, all holders of interests in and Claims, Liens, or Liabilities against the Equity Interests who did not object, or who withdrew their objections, are deemed to have waived, released and forever discharged any claim against the Equity Interests, which such interests shall attach solely to the proceeds of the Transaction in the order of their priority, with the same validity, force, and effect that they now have as against the Equity Interests. But for the free and clear transfer of the Equity Interests under section 363(f) of the Bankruptcy Code, the Buyer would not have entered into the MIPA and would not consummate the Transaction.

L. **Prompt Consummation**. The sale of the Equity Interests must be approved and consummated promptly in order to preserve the value of the Equity Interests, and to maximize their value to the Debtors' estates. To maximize the value of the Equity Interests, it is essential that the Transaction occurs within the timeframe set forth in the MIPA. Therefore, time is of the essence in consummating the Transaction, and the Seller and the Buyer intend to close the Transaction as soon as reasonably practicable.

M. **No Fraudulent Transfer**. The MIPA was not entered into, and neither the Seller, the Releasing Parties, nor the Buyer proposes to consummate the Transaction, for the purpose of hindering, delaying, or defrauding the present or future creditors of the Seller, the Debtors and the Releasing Parties, either under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing. Each of the Seller and

Releasing Parties is receiving value that is reasonably equivalent for the transfers made to the Buyer.

N. **Consideration**. As demonstrated by the Giliotti Declaration, the other evidence proffered or adduced at the Sale Hearing, and the arguments of counsel made on the record at the Sale Hearing, the consideration provided by the Buyer for the Equity Interests pursuant to the MIPA (i) is fair, full, adequate, and reasonable, (ii) is the highest or otherwise best offer for the Equity Interests, (iii) will provide a greater recovery for the Seller's and Debtors' creditors than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value, reasonable market value, and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia (including, without limitation, the Uniform Fraudulent Conveyance Act and the Uniform Fraudulent Transfer Act).

O. **Legal, Valid Transfer**. The Equity Interests constitute property of the Seller's estate within the meaning of section 541(a) of the Bankruptcy Code. The transfer of the Equity Interests to the Buyer will vest the Buyer with good and marketable title to the Equity Interests free and clear of all interests pursuant to 11 U.S.C. § 363(f).

P. **No Successor Liability**. The Buyer is not and shall not be deemed a successor to the Seller as a result of the consummation of the Transaction.

Q. **Not a Sub Rosa Plan**. The sale and assignment of the Equity Interests and the releases given outside of a plan of reorganization pursuant to the MIPA neither impermissibly restructures the rights of the Seller's creditors nor impermissibly dictates the terms of a liquidating plan for the Seller. Neither the MIPA nor the Transaction contemplated

thereby constitutes a s*ub rosa* chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford.

R. **Not Credit Support for DIP Facility**. None of (a) Seller, (b) TerraForm Private, LLC, (c) the Project Holdings Companies or (d) the Project Companies have been pledged directly as credit support for any DIP financing in the Chapter 11 Cases and none of the assets of any of these entities have been, are or shall become subject to this Court's jurisdiction in connection with the Transaction approved herein.

S. **Legal and Factual Bases**. The legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein.

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED THAT:

General Provisions

1. The Motion is GRANTED to the extent set forth herein.

2. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are overruled on the merits and denied with prejudice. All persons and entities given notice of the Motion that failed to timely object thereto are deemed to consent to the relief sought therein.

Approval of the Sale of the Equity Interests

3. The MIPA, including any amendments, supplements, and modifications thereto, and all of the terms and conditions therein, is hereby approved.

4. The Transaction is hereby approved and authorized in all respects. The Seller is hereby authorized and empowered to enter into, and to perform its obligations under, the MIPA. The Debtors are hereby authorized and empowered to (a) execute and perform under such other agreements or documents, and (b) take such other actions as are necessary or

desirable, to effectuate the terms of the MIPA. Moreover, the releases given by the Releasing Parties to the Released Parties, as described in paragraph 19 of this Order, are hereby approved and authorized in all respects without any further action by any of the parties affected thereby, and shall be effective only upon the Closing of the Transaction without further order of the Court. Notwithstanding the foregoing, neither the Seller nor the Buyer shall have any obligation to proceed with a closing under the MIPA until all conditions precedent to its obligations to do so have been met, satisfied, or waived.

Sale and Transfer of Equity Interests

5. Except as otherwise expressly provided in the MIPA and the terms of this Order, pursuant to 11 U.S.C. §§ 363(b) and 363(f), the Equity Interests shall be transferred on the Closing Date (as defined in the MIPA) free and clear of all interests, including without limitation, Liens, Claims, and Liabilities (each as defined in the MIPA) (including, without limitation, the DIP Superpriority Claims, the DIP Liens, the Second Lien Adequate Protection Claims, the Adequate Protection Liens, the Carved-Out Yieldco Administrative Claims, and any other claim and liens arising under or set forth in any DIP Loan Document (each of the foregoing, as defined in the Final DIP Order)), on, or otherwise in respect of, the Equity Interests as of the Closing Date, with any Liens to attach to the proceeds of the Transaction in the order of their priority, with the same validity, force and effect which they now have as against the Equity Interests, and no holder of such interest shall otherwise have recourse against the Buyer, TerraForm Private, LLC, the Project Holding Companies or the Project Companies or any of their successors on account of such interest.

6. Following the Closing, the Seller and the Buyer are authorized to file, register or record a certified copy of this Order, which, once filed, registered or otherwise

recorded, shall constitute conclusive evidence of the release of all interests of any kind or nature whatsoever with respect to the Equity Interests, and all filing agents, filing officers, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments are hereby directed to accept such copy of this Order or any other documents and instruments necessary and appropriate to consummate the transaction contemplated by the MIPA for such filing, registration or recording, provided that nothing herein shall relieve any entity of the obligation to pay filing fees required to be paid under non-bankruptcy law. On the Closing Date, this Order will be construed, and constitute for any and all purposes, a full and complete general assignment, conveyance, and transfer of the Equity Interests transferring good and marketable title in and to such Equity Interests to the Buyer in accordance with the MIPA.

7. At Closing, all of the Seller's right, title and interest in and to, and possession of, the Equity Interests shall be immediately vested in the Buyer pursuant to Bankruptcy Code sections 105(a), 363(b), and 363(f) free and clear of any and all interests and encumbrances, including Liens, Claims, and Liabilities. Such transfer shall constitute a legal, valid, binding, and effective transfer of the Equity Interests. All persons or entities in possession of some or all of the Equity Interests are directed to surrender possession of the Equity Interests directly to the Buyer or its designees at the Closing or at such time thereafter as the Buyer may request.

8. To the extent allowed by the financing or other contractual arrangements to which the Buyer is a party, the Buyer is hereby authorized in connection with the consummation of the Transaction to assign, transfer, allocate, or otherwise dispose of any of the

Equity Interests to and among its affiliates, designees, assignees, and/or successors (i) in a manner as it, in its sole discretion, deems appropriate and (ii) with all of the rights and protections accorded under this Order and the MIPA, and the Seller shall cooperate with and take all actions reasonably requested by the Buyer to effectuate any of the foregoing.

9. This Order: (a) shall be effective as a determination that, as of the Closing, (i) no interests, including without limitation, Liens, Claims, and Liabilities will be capable of being asserted against the Buyer or any of its assets (including the Equity Interests), (ii) the Equity Interests shall have been transferred to the Buyer free and clear of all interests, including Liens, Claims, and Liabilities, and (iii) the conveyances described herein have been effected; and (b) is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments.

10. Following Closing, all persons and entities (and their respective successors and assigns), including, without limitation, all debt security holders, equity security holders, affiliates, governmental, tax, and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants, and other creditors holding interests, including without limitation Liens, Claims, and Liabilities, of any kind or nature whatsoever arising under or out of, in connection with, or in any way relating to, the Equity Interests are hereby forever barred, estopped, and permanently enjoined from asserting such interest against the Equity Interests, the Buyer, its successors or assigns, TerraForm Private, LLC, the Project Holding Companies or the Project Companies. Following the Closing, no holder of any interest shall interfere with the

Buyer's title to the Equity Interests and ownership of TerraForm Private, LLC based on or related to any such interest, including any Lien, Claim, or Liability, or based on any action the Debtors have taken or may take in their Chapter 11 Cases. For the avoidance of doubt, nothing in this paragraph is intended to release or otherwise affect any direct claim against any of the Project Companies or Project Holding Companies or lien against any of the assets of the Project Companies or Project Holding Companies that an existing or future creditor of any of the Project Companies or Project Holding Companies may have.

11. Each person or entity that has filed financing statements or other documents or agreements evidencing interests including Liens, Claims, and Liabilities on or against the Equity Interests shall use commercially reasonable efforts to deliver to the Seller and the Buyer prior to the Closing of the Transaction in proper form for filing, and executed by the appropriate parties, termination statements, instruments of satisfaction, and releases of all such interests in or against the Equity Interests. If any person or entity that has filed financing statements or other documents or agreements evidencing interests, including without limitation Liens, Claims, or Liabilities in or against the Equity Interests shall not have delivered to the Seller prior to the Closing of the Transaction, in proper form for filing, and executed by the appropriate parties, termination statements, instruments of satisfaction, and releases of all such interests, then with regard to the Equity Interests that are purchased by the Buyer pursuant to the MIPA and this Order: (a) the Seller and the Buyer are hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Equity Interests and TerraForm Private, LLC and (b) the Buyer may seek in this Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction, and releases. This Order is deemed to be in recordable form sufficient

to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office. Notwithstanding the foregoing, the provisions of this Order authorizing the sale and assignment of the Equity Interests free and clear of all interests shall be self-executing, and neither the Seller nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and implement the provisions of this Order.

12. All persons and entities are hereby forever prohibited and permanently enjoined from taking any action to adversely affect or interfere with the ability of the Seller to transfer the Equity Interests in accordance with the MIPA and this Order; provided, however, that the foregoing restriction shall not prevent any party from appealing this Order in accordance with applicable law or opposing any appeal of this Order.

No Successor or Transferee Liability

13. The Buyer is not and shall not be deemed a successor to the Seller or any of the Releasing Parties as a result of the consummation of the Transaction. The foregoing sentence is not intended to release or otherwise affect any direct claim against any of the Project Companies or Project Holding Companies or lien against any of the assets of the Project Companies or Project Holding Companies that an existing or future creditor of any of the Project Companies or Project Holding Companies may have.

14. The Buyer shall not have any responsibility for any liability or other obligation of the Seller or its Debtor and non-Debtor Affiliates, whether known or unknown as of the Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including under any law or theory of successor or vicarious liability, antitrust law, environmental law, foreign, federal, state or local revenue law, or products liability

law; and, for the avoidance of doubt, unless otherwise explicitly provided for in the MIPA, the Buyer shall not assume any liability or other obligation of TerraForm Private, LLC, the Project Holding Companies or the Project Companies, which shall remain liabilities and obligations of the applicable entity. Without limiting the generality of the foregoing, the Buyer shall not be liable for any (a) liabilities, debts, or obligations on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the ownership of the Equity Interests prior to the Closing, (b) environmental liabilities or obligations arising from conditions first existing prior to Closing (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), or (c) liabilities, debts or obligations arising from conditions first existing or actions occurring prior to the Closing with respect to any labor, employment, or similar law, rule or regulation, including the laws specified in this paragraph 14 (including filing requirements under any such laws, rules or regulations) (all liabilities described in paragraphs 14 and 15 of this Order, "Successor or Transferee Liability"). For the avoidance of doubt, (i) nothing in this paragraph is intended to release or otherwise affect any direct claim against any of the Project Companies or lien against any of the assets of the Project Companies that an existing or future creditor of any of the Project Companies may have; and (ii) this paragraph shall be subject to paragraph 29 of this Order.

15. Except as otherwise expressly provided in this Order or the MIPA, nothing shall require the Buyer to: (a) continue or maintain in effect, or assume any liability in respect of any employee, collective bargaining agreement, pension, welfare, fringe benefit or any other benefit plan, trust arrangement or other agreements to which the Seller is a party or have any

responsibility therefor including, without limitation, medical, welfare and pension benefits payable after retirement or other termination of employment; or (b) assume any responsibility as a fiduciary, plan sponsor or otherwise, for making any contribution to, or in respect of the funding, investment, or administration of any employee benefit plan, arrangement, or agreement (including but not limited to pension plans) or the termination of any such plan, arrangement, or agreement.

16. Effective upon the Closing of the Transaction, all persons and entities are forever prohibited and enjoined from commencing or continuing in any matter any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against the Buyer or its assets (including, without limitation, the Equity Interests), with respect to any (a) Lien or Claim against the Equity Interests or (b) Successor or Transferee Liability, including, without limitation, the following actions with respect to clauses (a) and (b): (i) commencing or continuing any action or other proceeding pending or threatened; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (iii) creating, perfecting or enforcing any Lien, Claim, or Liability against the Equity Interests; (iv) asserting any setoff, right of subrogation, or recoupment of any kind; or (v) commencing or continuing any action, in any manner or place, that does not comply with, or is inconsistent with, the provisions of this Order or other orders of this Court, or the agreements or actions contemplated or taken in respect hereof.

Good Faith

17. The Buyer has acted without collusion, and in good faith in undertaking to consummate the Transaction contemplated by the MIPA. The Transaction may not be avoided, nor may any costs or damages be imposed against the Buyer under 11 U.S.C. § 363(n) or other

applicable law in connection with the MIPA and the Transaction, and the Buyer is entitled to all of the protections afforded by Bankruptcy Code section 363(m).

Releases.

18. Any settlement or compromise contained within the MIPA, including any releases by the Debtors, are approved under Bankruptcy Section 363(b) and Bankruptcy Rule 9019.

19. Each of the Releasing Parties, on its own behalf and on behalf of its Affiliates, releases all claims, demands, rights, causes of action, whether known or unknown, that it has or may have against any of the Released Parties relating to or in connection with the Equity Interests or with the Buyer's existing investments in TerraForm Private, LLC. The releases given by each of the Releasing Parties in this Order and the MIPA to the Released Parties are effective immediately upon, and only upon, the Closing of the Transaction without further order of the Court, and no further evidence other than this Order is necessary to effectuate any of such releases by each of the Releasing Parties. For the avoidance of doubt, (i) any release authorized herein is subject to the Releasing Party's authority to release such claims under applicable non-bankruptcy law, (ii) nothing herein shall be construed to release TerraForm Power, Inc., TerraForm Power, LLC or either of their respective subsidiaries from any claims, demands, rights, or causes of action, and (iii) the releases provided hereunder shall not affect the Releasing Parties' ability to enforce the terms of the MIPA against the Released Parties.

Other Provisions

20. The terms and provisions of the MIPA and this Order shall be binding in all respects upon, and shall inure to the benefit of, (i) the Seller and its respective affiliates and subsidiaries, successors and assigns, their estates, and their creditors, (ii) the Buyer, and its

affiliates, subsidiaries, successors and assigns, (iii) each of the Releasing Parties and its respective affiliates and subsidiaries, successors and assigns, and to the extent such party is a Debtor, its estate and creditors, and (iv) and any affected third parties including, but not limited to, all persons asserting interests on or against the Equity Interests, notwithstanding any subsequent appointment of any trustee(s), examiner with expanded powers, or other responsible person or officer under any chapter of the Bankruptcy Code, as to which persons such terms and provisions likewise shall be binding. Nothing contained in any chapter 11 plan confirmed in any of the Debtors' Chapter 11 Cases, any order confirming any such chapter 11 plan, any order approving wind-down or dismissal of any of the Debtors' Chapter 11 Cases or any subsequent chapter 7 cases, or any other order of any type or kind entered in the Debtors' Chapter 11 Cases shall conflict with or derogate from the provisions of the MIPA or this Order, and to the extent of any conflict or derogation between this Order or the MIPA and such future plan or order, the terms of this Order and the MIPA shall control.

21. The MIPA and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, in a writing signed by all parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates. To the extent that any such proposed modification, amendment, or supplement has a material adverse effect on the Debtors' estates, such proposed modification, amendment, or supplement shall be subject to the consent of the Required Tranche A Lenders and Tranche B Required Consenting Parties (each as defined in the DIP Credit Agreement). This Order is not intended to conflict with any provision of the MIPA, but to the extent that any

conflict exists, this Order shall govern and control; provided that, in all instances, the parties shall endeavor to interpret the MIPA and this Order in concert.

22. The Buyer shall not be required to seek or obtain relief from the automatic stay under Bankruptcy Code section 362 to implement the MIPA and consummate the Transaction contemplated therein and enforce any of its remedies under the MIPA or any other sale-related document, or to effectuate the releases granted by the Releasing Parties. The automatic stay imposed by Bankruptcy Code section 362 is modified solely to the extent necessary to implement the preceding sentence, provided however that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

23. The requirements set forth in Bankruptcy Rules 6003(b) and 6004 have been satisfied or otherwise deemed waived.

24. As provided by Bankruptcy Rules 7062 and 9014, the terms and conditions of this Order shall be effective and enforceable immediately upon entry and shall not be subject to the stay provisions contained in Bankruptcy Rule 6004(h). Time is of the essence in closing the sale, and the Seller and the Buyer intend to close the sale as promptly as practicable following entry of this Order.

25. The provisions of this Order and the MIPA are non-severable and mutually dependent. The provisions of this Order shall be self-executing.

26. Notwithstanding anything to the contrary contained herein, any authorizations granted hereunder or proceeds obtained by the Seller pursuant to the Transaction shall be subject to any applicable requirements imposed on the Debtors under the *Final Order (I) Authorizing Debtors to (A) Obtain Senior Secured, Superpriority, Postpetition Financing Pursuant to Bankruptcy Code Sections 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1),*

and 364(e) and (B) Utilize Cash Collateral Pursuant to Bankruptcy Code Section 363, and (ii) Granting Adequate Protection to Prepetition Secured Parties Pursuant to Bankruptcy Code Sections 361, 362, 363 and 364 [Docket No. 523] (the "Final DIP Order"), the DIP Credit Agreement (as defined in the Final DIP Order), and the other DIP Loan Documents.

27. The requirements set forth in Local Bankruptcy Rule 9013-1(b) are satisfied by the contents of the Motion.

28. The failure to specifically include any particular provisions of the MIPA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the MIPA be authorized and approved in its entirety; provided, however, that this Order shall govern if there is any direct conflict, and only to the extent of such conflict, between the MIPA (including all ancillary documents executed in connection therewith) and this Order.

29. Notwithstanding any other provision of this Order or the MIPA, nothing in this Order or the MIPA releases, nullifies, precludes or enjoins the enforcement of any liability to a governmental unit under police and regulatory statutes or regulations (including but not limited to environmental laws or regulations), and any associated liabilities for penalties, damages, cost recovery, or injunctive relief that any entity would be subject to as the owner, lessor, lessee, or operator of property that is the subject of the Transaction after the date of entry of this Order. Nothing contained in this Order or in the MIPA shall in any way diminish the obligation of any entity, including the Debtors, to comply with environmental laws. Nothing in this Order or the MIPA authorizes the transfer to the Buyer of any licenses, permits, registrations, or governmental authorizations and approvals without the Buyer's compliance with all applicable legal requirements under non bankruptcy law governing such transfers.

30. This Court shall retain exclusive jurisdiction to, among other things, interpret, enforce, and implement the terms and provisions of this Order and the MIPA, including all amendments thereto, any waivers, releases and consents thereunder, and of each of the agreements executed in connections therewith in all respects, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Transaction. This Court retains jurisdiction to compel delivery of the Equity Interests, to protect the Buyer and its assets, including the Equity Interests, against any Claims, Liens, or Liabilities including Successor or Transferee Liability and to enter orders, as appropriate, pursuant to sections 105 or 363 (or other applicable provisions) of the Bankruptcy Code necessary to transfer the Equity Interests to the Buyer.

Dated: New York, New York
___________________, 2016

____
HONORABLE STUART M. BERNSTEIN

EXHIBIT C

Form of Escrow Agreement

Citi Preferred Custody Services

Agreement
Among
Citibank, N. A.
as "Escrow Agent"
and

TerraForm Private Holdings, LLC
(“Party A”)

and

DIF INFRA 4 US LLC and DIF IV CO-INVEST LLC
(collectively, “Party B”)

25D-xxxxxx-768
(Account Number)

Citi Escrow Agent Custody Account

THIS ESCROW AGREEMENT (the "**Escrow Agreement**" herein) is made this [__] day of [________], 2016, among TerraForm Private Holdings, LLC, a Delaware limited liability company (the "PARTY A" herein), DIF INFRA 4 US LLC, a Delaware limited liability company, and DIF IV CO-INVEST LLC, a Delaware limited liability company (collectively, the "PARTY B" herein), and CITIBANK, N.A., a national banking association (the "**Escrow Agent**" herein).

The above-named parties appoint said Escrow Agent with the duties and responsibilities and upon the terms and conditions provided in Schedule A and any additional schedules annexed hereto and made a part hereof.

ARTICLE FIRST: The above-named parties agree that the following provisions shall control with respect to the rights, duties, liabilities, privileges and immunities of the Escrow Agent:

a) The Escrow Agent shall neither be responsible for or under, nor chargeable with knowledge of, the terms and conditions of any other agreement, instrument or document executed between PARTY A and PARTY B, except as may be specifically provided in Schedule A annexed hereto. This Escrow Agreement sets forth all of the obligations of the Escrow Agent, and no additional obligations shall be implied from the terms of this Escrow Agreement or any other agreement, instrument or document. Nothing in this Escrow Agreement shall create a fiduciary or partnership relationship between the Escrow Agent and any other party to this Escrow Agreement.

b) The Escrow Agent may act in reliance upon any instructions, notice, certification, demand, consent, authorization, receipt, power of attorney or other writing delivered to it by any other party in accordance with this Escrow Agreement without being required to determine the authenticity or validity thereof or the correctness of any fact stated therein, the propriety or validity of the service thereof, or the jurisdiction of the court issuing any judgment or order. The Escrow Agent may act in reliance upon any signature believed by it to be genuine, and may assume that such person has been properly authorized to do so.

c) Each of the parties, jointly and severally, agrees to reimburse the Escrow Agent on demand for, and to indemnify and hold the Escrow Agent harmless against and with respect to, any and all loss, liability, damage or expense (including, but without limitation, external counsel's reasonable fees, costs and disbursements) that the Escrow Agent may suffer or incur in connection with this Escrow Agreement and its performance hereunder or in connection herewith, except to the extent such loss, liability, damage or expense arises from its willful misconduct or gross negligence as adjudicated by a court of competent jurisdiction. The Escrow Agent shall have the further right at any time and from time to time, in connection with the foregoing, to charge, and reimburse itself from, the property held in escrow hereunder. In no event shall any party or the Escrow Agent be responsible under this Escrow Agreement for special, indirect or consequential loss or damage of any kind

whatsoever even if such party or the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

d) The Escrow Agent may consult with legal counsel of its selection in the event of any dispute or question as to the meaning or construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel. Each of the parties, jointly and severally, agrees to reimburse the Escrow Agent on demand for such reasonable legal fees, disbursements and expenses and in addition, the Escrow Agent shall have the right to reimburse itself for such reasonable legal fees, disbursements and expenses from the property held in escrow hereunder.

e) The Escrow Agent shall be under no duty to give the property held in escrow by it hereunder any greater degree of care than it gives its own similar property.

f) The Escrow Agent shall invest the property held in escrow in such a manner as directed in Schedule A annexed hereto, which may include deposits in Citibank and mutual funds advised, serviced or made available by Citibank or its affiliates even though Citibank or its affiliates may receive a benefit or profit therefrom. The Escrow Agent and any of its affiliates are authorized to act as counterparty, principal, agent, broker or dealer while purchasing or selling investments as specified herein. The Escrow Agent and its affiliates are authorized to receive, directly or indirectly, fees or other profits or benefits for each service, task or function performed, in addition to any fees as specified in Schedule B hereof, without any requirement for special accounting related thereto.

The parties to this Escrow Agreement acknowledge that non-deposit investment products are not obligations of, or guaranteed, by Citibank/Citigroup nor any of its affiliates; are not FDIC insured; and are subject to investment risks, including the possible loss of principal amount invested. Only deposits in the United States are subject to FDIC insurance.

g) The Escrow Agent shall have no obligation to invest or reinvest the property held in escrow if all or a portion of such property is deposited with the Escrow Agent after 11:00 AM Eastern Time on the day of deposit. Instructions to invest or reinvest that are received after 11:00 AM Eastern Time will be treated as if received on the following business day in New York. The Escrow Agent shall have the power to sell or liquidate the foregoing investments whenever the Escrow Agent shall be required to distribute amounts from the escrow property pursuant to the terms of this Escrow Agreement. Requests or instructions received after 11:00 AM Eastern Time by the Escrow Agent to liquidate all or any portion of the escrowed property will be treated as if received on the following business day in New York. The Escrow Agent shall have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of the escrowed property, as applicable, provided that the Escrow Agent has made such investment, reinvestment or liquidation of the escrowed property in accordance with the terms, and subject to the conditions of this Escrow Agreement.

h) In the event of any disagreement between/among any of the parties to this Escrow Agreement, or between/among them or either or any of them and any other person, resulting in adverse claims or demands being made in connection with the subject matter of the Escrow Agreement, or in the event that the Escrow Agent, in good faith, be in doubt as to what action it should take hereunder, the Escrow Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, the Escrow Agent shall not become liable in any way or to any person for its failure or refusal to act, and the Escrow Agent shall be entitled to continue so to refrain from acting until (i) the rights of all parties shall have been fully and finally adjudicated by a court of competent jurisdiction, or (ii) all differences shall have been adjusted and all doubt resolved by agreement among all of the interested persons, and the Escrow Agent shall have been notified thereof in writing signed by all such persons. The Escrow Agent shall have the option, after 30 calendar days' notice to the other parties of its intention to do so, to file an action in interpleader requiring the parties to answer and litigate any claims and rights among themselves. The rights of the Escrow Agent under this paragraph are cumulative of all other rights which it may have by law or otherwise.

i) The Escrow Agent is authorized, for any securities at any time held hereunder, to register such securities in the name of its nominee(s) or the nominees of any securities depository, and such nominee(s) may sign the name of any of the parties hereto to whom or to which such securities belong and guarantee such signature in order to transfer securities or certify ownership thereof to tax or other governmental authorities.

j) For purposes of this Escrow Agreement, a "business day" shall mean a day (other than a Saturday, a Sunday or other public holiday) on which banks are open for general business in New York City.

k) Any court order presented hereunder shall be accompanied by a legal opinion by counsel for the presenting party satisfactory to the Escrow Agent to the effect that said opinion is final and non-appealable. The Escrow Agent shall act on such court order and legal opinion without further question.

l) Notice to the parties shall be given as provided in Schedule A annexed hereto.

m) The provisions of this Article First shall survive the termination or expiration of this Escrow Agreement or the removal or resignation of the Escrow Agent.

ARTICLE SECOND: The Escrow Agent shall make payments of income earned on the escrowed property as provided in Schedule A annexed hereto. Each such payee shall provide to the Escrow Agent an appropriate W-9 form for tax identification number certification or a W-8 form for non-resident alien certification. The Escrow Agent shall be responsible only for income reporting to the Internal Revenue Service with respect to income earned on the escrowed property.

a) The parties to this Escrow Agreement other than the Escrow Agent acknowledge that they are solely responsible for, and that neither Citibank nor any of its affiliates have any responsibility for, any party's compliance with any laws, regulations or rules applicable to the use of the services provided by Citibank under this Escrow Agreement, including, but not limited to, any laws, regulations or rules, in such party's jurisdiction or any other jurisdiction, relating to tax, foreign exchange and capital control, and for reporting or filing requirements that may apply as a result of such party's country of citizenship, domicile, residence or taxpaying status.

b) Citigroup, Inc., its affiliates, and its employees are not in the business of providing tax or legal advice to any taxpayer outside of Citigroup, Inc. and its affiliates. This Escrow Agreement and any amendments or attachments are not intended or written to be used, and cannot be used or relied upon, by any such taxpayer or for the purpose of avoiding tax penalties. Any such taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

ARTICLE THIRD: The Escrow Agent may, in its sole discretion, resign and terminate its position hereunder at any time following 30 calendar days' written notice to the parties to the Escrow Agreement herein. Any such resignation shall terminate all obligations and duties of the Escrow Agent hereunder. On the effective date of such resignation, the Escrow Agent shall deliver this Escrow Agreement together with any and all related instruments or documents to any successor escrow agent agreeable to the parties, subject to this Escrow Agreement herein. If a successor escrow agent has not been appointed prior to the expiration of 30 calendar days following the date of the notice of such resignation, the then acting Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent, or other appropriate relief. Any such resulting appointment shall be binding upon all of the parties to this Escrow Agreement.

ARTICLE FOURTH: The Escrow Agent shall receive the fees provided in Schedule B annexed hereto. In the event that such fees are not paid to the Escrow Agent within 30 calendar days of presentment to the party responsible for such fees as set forth in said Schedule B, then the Escrow Agent may pay itself such fees from the property held in escrow hereunder. Once fees have been paid, no recapture or rebate will be made by the Escrow Agent. The provisions of this Article Fourth shall survive the termination or expiration of this Escrow Agreement or the removal or resignation of the Escrow Agent.

ARTICLE FIFTH: Any modification of this Escrow Agreement or any additional obligations assumed by any party hereto shall be binding only if evidenced by a writing signed by each of the parties hereto.

ARTICLE SIXTH: In the event funds transfer instructions are given (other than in writing at the time of execution of this Escrow Agreement), whether in writing, by telecopier or otherwise, the Escrow Agent is authorized to seek confirmation of such

instructions by telephone call back to the person or persons designated in Schedule A annexed hereto, and the Escrow Agent may rely upon the confirmations of anyone purporting to be the person or persons so designated. To assure accuracy of the instructions it receives, the Escrow Agent may record such call backs. If the Escrow Agent is unable to verify the instructions, or is not satisfied with the verification it receives, it will not execute the instruction until all issues have been resolved. The persons and telephone numbers for call backs may be changed only in writing actually received and acknowledged by the Escrow Agent. The parties agree to notify the Escrow Agent of any errors, delays or other problems within 30 calendar days after receiving notification that a transaction has been executed. If it is determined that the transaction was delayed or erroneously executed as a result of the Escrow Agent's error and that the Escrow Agent acted in good faith, the Escrow Agent's sole obligation is to pay or refund such amounts as may be required by applicable law. Any claim for interest payable will be at the Escrow Agent's published savings account rate in effect in New York, New York.

ARTICLE SEVENTH: This Escrow Agreement shall be governed by the law of the State of New York in all respects. The parties hereto irrevocably and unconditionally submit to the jurisdiction of a federal or state court located in the Borough of Manhattan, City, County and State of New York, in connection with any proceedings commenced regarding this Escrow Agreement, including but not limited to, any interpleader proceeding or proceeding for the appointment of a successor escrow agent the Escrow Agent may commence pursuant to this Escrow Agreement, and all parties irrevocably submit to the jurisdiction of such courts for the determination of all issues in such proceedings, without regard to any principles of conflicts of laws, and irrevocably waive any objection to venue of inconvenient forum.

ARTICLE EIGHTH: This Escrow Agreement may be executed in one or more counterparts, each of which counterparts shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Escrow Agreement. Facsimile signatures or signatures transmitted by electronic exchange of PDF files on counterparts of this Escrow Agreement shall be deemed original signatures with all rights accruing thereto.

ARTICLE NINTH: The Escrow Agent shall not incur any liability for not performing any act or fulfilling any obligation hereunder by reason of any occurrence beyond its control (including, but not limited to, any provision of any present or future law or regulation or any act of any governmental authority, any act of God or war or terrorism, or the unavailability of the Federal Reserve Bank wire services or any electronic communication facility).

ARTICLE TENTH: To help the U.S. Government fight the funding of terrorism and money laundering activities and to comply with Federal law requiring financial institutions to obtain, verify and record information on the source of funds deposited to an account, the parties hereto agree to provide the Escrow Agent with the name, address, taxpayer identification number, and remitting bank for all parties depositing funds at Citibank pursuant to the terms and conditions of this Escrow Agreement. For a

non-individual person such as a business entity, a charity, a trust or other legal entity, the Escrow Agent will ask for documentation to verify its formation and existence as a legal entity. The Escrow Agent may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

ARTICLE ELEVENTH: Notwithstanding anything to the contrary herein, any and all e-mail communications (both text and attachments) by or from the Escrow Agent that the Escrow Agent deems to contain confidential, proprietary, and/or sensitive information shall be encrypted. The recipient (the "E-mail Recipient") of the encrypted email communication will be required to complete a registration process. Instructions on how to register and/or retrieve an encrypted message will be included in the first secure email sent by the Escrow Agent to the E-mail Recipient. Additional information and assistance on using the encryption technology can be found at Citibank's Secure Email website at:

https://securemailserver.citigroup.com/index_en_us.html

or by calling (866) 535-2504 (in the United States) or (904) 954-6181 (collect calls accepted).

ARTICLE TWELFTH: No printed or other material in any language, including prospectuses, notices, reports, and promotional material which mentions "Citibank" by name or the rights, powers, or duties of the Escrow Agent under this Escrow Agreement shall be issued by any other parties hereto, or on such party's behalf, without the prior written consent of the Escrow Agent.

[The remainder of this page is intentionally blank.]

In witness whereof the parties have executed this Escrow Agreement as of the date first above written.

CITIBANK, N.A.
as Escrow Agent

By: ______________________________
Name: ______________________________
Title: ______________________________

TERRAFORM PRIVATE HOLDINGS, LLC
as Party A

By: ________________________________
Name: ________________________________
Title: ________________________________

DIF INFRA 4 US LLC
jointly with the entity below as Party B

By: ______________________________
Name: ______________________________
Title: ______________________________

DIF IV CO-INVEST LLC
jointly with entity above as Party B

By: ______________________________
Name: ______________________________
Title: ______________________________

Schedule A

This “**Schedule A**” is the Schedule A referred to in that certain Escrow Agreement dated [__________] [__], 2016 (the Escrow Agreement, including this schedule and any other schedules and/or exhibits attached hereto, all of the terms and conditions of which are incorporated herein by reference, in each case as amended and/or supplemented from time to time in accordance with the terms hereof, the “**Escrow Agreement**”) by and among TerraForm Private, LLC, a Delaware limited liability company (“**PARTY A**”); DIF INFRA 4 US LLC, a Delaware limited liability company, and DIF IV CO-INVEST LLC, a Delaware limited liability company (“**PARTY B**”); and Citibank, N.A., a national banking association (the “**Escrow Agent**”). For purposes of this Escrow Agreement, references to (i) PARTY A herein shall mean PARTY A or an authorized signer of PARTY A and (ii) PARTY B shall mean PARTY B or the authorized signers of PARTY B.

WHEREAS, PARTY A is negotiating with PARTY B regarding the sale of equity interests in TerraForm Private, LLC, a Delaware limited liability company, to PARTY B or its designated affiliates (the “**Transaction**”);

WHEREAS, PARTY B has agreed to deposit the Escrow Amount (as hereinafter defined) with the Escrow Agent; and

WHEREAS, the Escrow Amount shall be released in accordance with the Escrow Agreement.

I. Description of Transaction

The parties hereto hereby appoint Citibank, N.A. as the escrow agent for the Escrowed Funds (as hereinafter defined) and direct Citibank, N.A., as the escrow agent, to open and maintain a separate escrow account (the "**Escrow Account**"), in each case upon the terms and conditions set forth in this Escrow Agreement. Citibank, N.A. hereby accepts such appointment as the escrow agent for the Escrowed Funds and agrees to open and maintain the Escrow Account and to act as the escrow agent for the Escrowed Funds, in each case upon the terms and conditions set forth in this Escrow Agreement.

Promptly upon execution of this Escrow Agreement by all parties, PARTY B shall deposit $4,000,000.00 (the “**Escrow Amount**”) via wire transfer of immediately available funds to the Escrow Account. The amount of all deposits in the Escrow Account, and the interest, net realized gains and other earnings accrued on such deposits, minus any distributions therefrom hereunder are collectively referred to as the “**Escrowed Funds**”. A portion of the Escrowed Funds is expected to be released at the closing of the Transaction, with the remainder expected to remain in the Escrow Account for approximately twelve months after such closing as security for indemnity claims by PARTY B, after which it will be released in accordance with Section III below.

The Escrow Agent shall have no duty to solicit the delivery of any property into the Escrow Account.

The Escrow Agent is not a party to any other provisions, covenants or agreements as may exist between PARTY A and PARTY B and shall not distribute or release the Escrowed Funds except in accordance with the express terms and conditions of this Escrow Agreement.

II. Investment Instructions

Unless otherwise instructed jointly in writing by PARTY A and PARTY B, the Escrow Agent shall invest and reinvest the Escrowed Funds in a "noninterest-bearing deposit account" insured by the Federal Deposit Insurance Corporation ("FDIC") to the applicable limits. The Escrowed Funds shall at all times remain available for distribution in accordance with Section III below.

III. Disbursement Instructions

The Escrow Agent shall retain the Escrowed Funds in the Escrow Account until it is presented with joint written instructions signed by PARTY A and PARTY B. Upon receipt of such instructions, the Escrow Agent shall disburse the amount of the Escrowed Funds specified in such notice by wire transfer of immediately available funds as directed in such notice. There may be more than one such notice.

In the event a Joint Release Instruction is delivered to the Escrow Agent, whether in writing, by telecopier or otherwise, the Escrow Agent is authorized to seek confirmation of such instruction by telephone call back to the person or persons designated in Exhibits A-1 and or A-2 annexed hereto (the "Call Back Authorized Individuals"), and the Escrow Agent may rely upon the confirmations of anyone purporting to be a Call Back Authorized Individual. To assure accuracy of the instructions it receives, the Escrow Agent may record such call backs. If the Escrow Agent is unable to verify the instructions, or is not satisfied with the verification it receives, it will not execute the instruction until all such issues have been resolved. The persons and telephone numbers for call backs may be changed only in writing actually received and acknowledged by the Escrow Agent.

IV. Tax Information

PARTY B shall be responsible for and the taxpayer on all taxes due on the interest or income earned on the Escrowed Funds for the calendar year in which such interest or income is earned. Prior to the date hereof, the Parties shall provide the Escrow Agent with certified tax identification numbers by furnishing appropriate forms W-9 or W-8 as applicable and such other forms and documents that the Escrow Agent may request.

The Escrow Agent shall be responsible only for income reporting to the Internal Revenue Service with respect to income earned on the Escrow Funds. The Escrow Agent shall withhold any taxes required to be withheld by applicable law, including but not limited to required withholding in the absence of proper tax documentation, and shall remit such taxes to the appropriate authorities. Other than in connection with any required withholding, the Parties acknowledge and agree that the Escrow Agent shall have no responsibility for the preparation and/or filing of any tax return with respect to the Escrow Funds or any income earned by the Escrow Funds.

Should the Escrow Agent be engaged to perform annual tax information reporting for principal payments, all such reporting will be completed at the written direction of PARTY B such that PARTY B shall continue to be identified as payor and withholding agent. The Escrow Agent will, in accordance with PARTY B's written instructions, file, print and mail information returns to persons or entities receiving disbursements pursuant to the Escrow Agreement and transmit withholding amounts as directed by PARTY B. Additional fees may apply for such services.

V. Termination of the Escrow Account

This Escrow Agreement, the duties of the Escrow Agent and the Escrow Account shall automatically terminate upon the payment in full by the Escrow Agent of the Escrowed Funds as directed herein.

VI. Notices

All notices, requests, demands and other communications required under this Escrow Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by facsimile transmission with written confirmation of receipt, (iii) on the day of transmission if sent by electronic mail ("e-mail") with a signed PDF attachment to the e-mail address given below, and written confirmation of receipt is obtained promptly after completion of the transmission, (iv) by overnight delivery with a reputable national overnight delivery service, or (v) by mail or by certified mail, return receipt requested, and postage prepaid. If any notice is mailed, it shall be deemed given five business days after the date such notice is deposited in the United States Mail. If notice is given to a party, it shall be given at the address for such party set forth below. It shall be the responsibility of the Parties to notify the Escrow Agent and the other Party in writing of any name or address changes.

If to PARTY A:

Name: TerraForm Private Holdings, LLC
c/o SunEdison, Inc.
Address: 13736 Riverport Drive, Suite 180
Maryland Heights, Missouri 63043

Attn:	General Counsel
Facsimile:	(866) 773-0791
E-mail:	MTruong@sunedison.com

With a copy to:

Name:	Skadden, Arps, Slate, Meagher & Flom LLP
Address:	4 Times Square New York, New York10036
Attn:	Eric Ivester, Esq.
Telephone:	(212) 735-3111
Facsimile:	(917) 777-3111
E-mail:	eric.ivester@skadden.com
Statement Recipient:	YES

If to PARTY B:

Name:	DIF INFRA 4 US LLC DIF IV CO-INVEST LLC
Address:	6, Adelaide East 10th Floor of The Lumsden Building Toronto, Ontario M5C 1H6 Canada
Attn:	Paul Huebener
Telephone:	(647) 748-2088
Facsimile:	
E-mail:	p.huebner@difamericas.com

With a copy to:

Name:	Stoel Rives LLP
Address:	12255 El Camino Real, Suite 100 San Diego, CA 92130
Attn:	Brian Nese
Telephone:	(858) 794-4102
Facsimile:	(858) 794-4101
E-mail:	brian.nese@stoel.com

If to the Escrow Agent

Name:	Citibank, N.A.
Address:	Citi Private Bank 153 E. 53rd Street, 21st Floor New York, New York 10022
Attn:	Ms. Kerry McDonough, Director

Telephone: (212) 783-7110
Facsimile: (212) 783-7131
E-mail: kerry.mcdonough@citi.com

VII. Account Statements and Advices

Unless instructed otherwise in writing by the party in question, the Escrow Agent shall prepare monthly account statements for the Escrow Account and deliver such statements to PARTY A and PARTY B as set forth in Section VI herein. PARTY A and PARTY B shall also receive advices for all transactions in the Escrow Account as any such transactions occur. All other parties have the option to receive monthly statements by selecting their statement preference in Section VI. If a statement option is not selected, a monthly statement will automatically be mailed as the default option.

VIII. Fee Information

PARTY B shall be responsible for and agrees to promptly pay the Escrow Agent, upon request from the Escrow Agent, Escrow Agent's compensation as set forth on Schedule B for its services as escrow agent hereunder, and to reimburse the Escrow Agent for all costs and expenses in connection with the performance of its duties and obligations hereunder, including reasonable attorneys' fees incurred by the Escrow Agent.

EXHIBIT A-1

[TO BE REPLACED WITH PARTY A'S INCUMBENCY CERTIFICATE]

Certificate as to PARTY A's Authorized Signatures

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of PARTY A and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under this Escrow Agreement, on behalf of the PARTY A. The below listed persons (must list at least two individuals) have also been designated Call Back Authorized Individuals and will be notified by Citibank N.A. upon the release of Escrow Funds from the escrow account(s) unless an original "Standing or Predefined Instruction" letter is on file with the Escrow Agent file with the Escrow Agent.

Name / Title /Telephone #	Specimen Signature
______________________ Name	______________________ Signature
______________________ Title	
______________________ Telephone #	
______________________ Name	______________________ Signature
______________________ Title	
______________________ Telephone #	
______________________ Name	______________________ Signature
______________________ Title	
______________________ Telephone #	

EXHIBIT A-2

[TO BE REPLACED WITH PARTY B'S INCUMBENCY CERTIFICATE]
Certificate as to PARTY B's Authorized Signatures

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of PARTY B and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under this Escrow Agreement, on behalf of PARTY B. The below listed persons (must list at least two individuals) have also been designated Call Back Authorized Individuals and will be notified by Citibank N.A. upon the release of Escrow Funds from the escrow account(s) unless an original "Standing or Predefined Instruction" letter is on file with the Escrow Agent.

Name / Title /Telephone #	Specimen Signature
______________________________ Name	______________________________ Signature
______________________________ Title	
______________________________ Telephone #	
______________________________ Name	______________________________ Signature
______________________________ Title	
______________________________ Telephone #	
______________________________ Name	______________________________ Signature
______________________________ Title	
______________________________ Telephone #	

Schedule B

ESCROW AGENT FEE SCHEDULE
Citibank, N.A., Escrow Agent

Acceptance Fee

To cover the acceptance of the Escrow Agency appointment, the study of the Escrow Agreement, and supporting documents submitted in connection with the execution and delivery thereof, and communication with other members of the working group:

WAIVED

Administration Fee

The annual administration fee covers maintenance of the Escrow Account including safekeeping of assets in the Escrow Account, normal administrative functions of the Escrow Agent, including maintenance of the Escrow Agent's records, follow-up of the Escrow Agreement's provisions, and any other safekeeping duties required by the Escrow Agent under the terms of the Escrow Agreement. Fee is based on Escrow Amount being deposited in a non-interest bearing transaction deposit account, FDIC insured to the applicable limits.

WAIVED
Conditional upon Escrowed Funds held in the Escrow Account in a non-interest bearing deposit account, FDIC insured to the applicable limits.

Tax Preparation Fee

To cover preparation and mailing of Forms 1099-INT, if applicable for the escrow parties for each calendar year:

WAIVED

Transaction Fees

To oversee all required disbursements or release of property from the Escrow Account to any escrow party, including cash disbursements made via check and/or wire transfer, fees associated with postage and overnight delivery charges incurred by the Escrow Agent as required under the terms and conditions of the Escrow Agreement:

WAIVED

Legal Fees

At Cost, if/when applicable

Other Fees

$2,500 per amendment, if/when necessary

Exhibit D

Approved Operators

- Renewable Energy Systems Americas Inc.
- EDF Renewable Energy, Inc.
- Longroad Energy Holdings, LLC

Seller Disclosure Schedule

Section 3.4 – Defaults
Section 3.5 – Litigation
Section 3.7 – Required Seller Approvals
Section 3.8 – Restrictions on Sale of Membership Interests
Section 3.9 – Liens
Section 3.10 – Ownership of Project Companies
Section 3.11 – SUNE Contracts
Section 3.17 – Affiliate Transactions
Section 3.20 – Agreements to Sell
Section 5.2 – Interim Period Operations
Section 5.5 – Employees
Section 5.8 – Replacement of Credit Support

Section 3.4
Default

1. Defaults relating to failure to deliver a statement of Members' equity based on hypothetical liquidation at book value accounting for the quarter ending September 30, 2016 under the Limited Liability Company Agreement of Canadian Hills Wind, LLC, dated as of December 28, 2012, as amended from time to time.

2. Defaults in connection with reporting requirements under the ISDA Master Agreement dated as of October 20, 2015, as amended by the Schedule, dated as of October 20, 2015, and the confirmation dated October 28, 2015 issued thereunder, in each case, between Morgan Stanley Capital Services LLC and TerraForm AP Acquisition Holdings, LLC.

3. Any defaults in connection with reporting requirements under the ISDA Master Agreement, dated as of October 21, 2015, as amended by the Schedule, dated as of October 21, 2015, and the confirmation dated October 26, 2015 issued thereunder, in each case, between J. Aron & Company and TerraForm AP Acquisition Holdings, LLC.

Section 3.5
Litigation

None

Section 3.7
Required Seller Approvals

Consents listed below are to the extent applicable. Certain listed consents may not be required in order to consummate the transactions contemplated by the Agreement.

Portfolio-Wide

1. Satisfaction of the requirements set forth in the Sale Approval Order or Final Order or any other consent or approval required by the Bankruptcy Court in connection with the Agreement and the transactions contemplated thereby.
2. Consent with respect to that certain Senior Secured Superpriority Debtor-in-Possession Credit Agreement, dated as of April 26, 2016 (as amended, restated, modified, supplemented, refinanced, renewed, or extended from time to time), by and among SunEdison, Inc., a Delaware corporation and a debtor and debtor-in-possession, as borrower, the lenders party thereto from time to time as "Lenders," Deutsche Bank AG New York Branch, as administrative agent for the Lenders (as defined therein), and the other parties from time to time party thereto (consent to be provided by counsel via email).
3. Authorization of the Federal Energy Regulatory Commission under Section 203 of the FPA.
4. Filing of a Notification and Report Form and related materials pursuant to the HSR Act with respect to the transactions contemplated by the Agreement, and the termination or expiration of waiting periods imposed by any Governmental Authority under the HSR Act.
5. Consent with respect to the TerraForm Term Loan Agreement.
6. Consent with respect to transfer of membership interests and appointment of replacement managing member under the Limited Liability Company Agreement of TerraForm Private, LLC, dated as of June 26, 2015, as amended from time to time.

Canadian Hills Project

1. Consent with respect to Section 8.12 of the Letter of Credit, Reimbursement and Loan Agreement between Canadian Hills Wind, LLC and Union Bank, N.A., dated December 28, 2012, as amended from time to time.
2. Consent with respect to Section 19.2 of the Renewable Energy Purchase Agreement for Renewable Energy Resources (100.45MW) between Canadian Hills Wind, LLC and Southwestern Electric Power Company, dated December 13, 2011, as amended from time to time.

3. Consent with respect to Section 19.2 of the Renewable Energy Purchase Agreement for Renewable Energy Resources (52.8MW) between Canadian Hills Wind, LLC and Southwestern Electric Power Company, dated January 10, 2012, as amended from time to time.

4. Consent with respect to Section 19.2 of the Renewable Energy Purchase Agreement for Renewable Energy Resources (48MW) between Canadian Hills Wind, LLC and Southwestern Electric Power Company, dated January 10, 2012, as amended from time to time.

5. Consent with respect to Section 19.2 of the Renewable Energy Purchase Agreement for Renewable Energy Resources between Canadian Hills Wind, LLC and Grand River Dam Authority, dated March 29, 2012, as amended from time to time.

6. Consent with respect to Article 14 of the Integrated Service Package between Canadian Hills Wind, LLC and REpower Systems SE, dated December 16, 2011, as amended by the First Amendment, dated March 30, 2012, and by the Second Amendment, dated April 23, 2013, and as further amended from time to time.

7. Consent with respect to Section 9.1 of the Amended and Restated Limited Liability Company Agreement of Canadian Hills Wind, LLC, dated December 28, 2012, as amended from time to time.

8. Consent with respect to Sections 1.3(ii) and 6.6 of the Consent (Shared Facilities), dated as of January 21, 2015, by and among Canadian Hills Wind, LLC, CH Wind East Transmission, LLC, APFAI, LLC, First Wind O&M, LLC (as assignee of Atlantic Power Services, LLC), Kingfisher Wind, LLC (as successor in interest to Kingfisher Transmission, LLC) and MUFG Union Bank, N.A., as collateral agent for certain secured parties, as amended by the Amendment to Co-Tenancy and Shared Facilities Agreement dated as of January 21, 2015, and as further amended from time to time.

9. Consent with respect to Sections 9.1 and 9.5 of the Co-Tenancy and Shared Facilities Agreement, dated as of April 8, 2013, as amended by the Amendment to Co-Tenancy and Shared Facilities Agreement, dated as of January 21, 2015, by and among Canadian Hills, CH Wind East Transmission, LLC, APFAI, LLC, First Wind O&M, LLC (as assignee of Atlantic Power Services, LLC), and Kingfisher Wind, LLC (as successor in interest to Kingfisher Transmission, LLC), as amended from time to time.

10. Consent with respect to Section 17.1 of the Shared Facilities Operation and Maintenance Agreement, dated as of April 8, 2013, by and among Canadian Hills Wind, LLC, CH Wind East Transmission, LLC, APFAI, LLC, First Wind O&M, LLC (as assignee of Atlantic Power Services, LLC), and Kingfisher Wind, LLC (as successor in interest to Kingfisher Transmission, LLC), as amended from time to time.

11. Consent of Canadian Hills Wind, LLC pursuant to Section 11.01(a) of the Administrative Services Agreement, dated as of December 28, 2012, between First Wind Energy, LLC (as assignee of Atlantic Power Services, LLC) and Canadian Hills Wind, LLC, as amended from time to time.

12. Consent of Canadian Hills Wind, LLC pursuant to Section 11.01(a) of the Management Services Agreement, dated as of December 28, 2012, between First Wind Energy, LLC (as assignee of Atlantic Power Services, LLC) and Canadian Hills Wind, LLC, as amended from time to time.

Idaho Wind Project

1. Consent with respect to Section 6.16 of the Credit Agreement dated October 8, 2010 among Idaho Wind Partners 1, LLC, as Borrower, the Lenders signatory thereto, the Bank of Tokyo-Mitsubishi UFJ, LTD., New York Branch, as Administrative Agent, PPA Letter of Credit Issuing Bank and Joint Lead Arranger, ING Capital LLC, as DSR Letter of Credit Issuing Bank and Joint Lead Arranger, Norddeutsche Landesbank Girozentrale, New York Branch, as Joint Lead Arranger, and Union Bank, N.A. as Collateral Agent, as amended from time to time.

2. Consent with respect to the Amended and Restated Limited Liability Company Operating Agreement of RP Wind ID LLC, dated as of July 1, 2010, as amended from time to time.

3. Consent with respect to the Amended and Restated Limited Liability Company Agreement of Idaho Wind Partners 1, LLC, dated as of May 11, 2010, as amended from time to time.

Goshen II Project

1. Consent with respect to Sections 13 and 14 of the Equity Contribution Guaranty, dated December 31, 2012, by Atlantic Power Corporation in favor of Goshen Phase II LLC, as amended from time to time.
2. Third Amended and Restated Limited Liability Company Agreement of Goshen Phase II Holdings LLC, dated as of December 20, 2010, as amended from time to time.
3. Financing Agreement, by and among Goshen Phase II, LLC, the Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as administrative agent, Union Bank, N.A., as collateral agent, and the Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, Caja de Ahorros y Monte de Piedad de Madrid, Mizuho Corporate Bank, Ltd., and Sumitomo Mitsui Banking Corporation, as lenders, dated as of May 28, 2010, as amended from time to time.
4. To the extent legally required, Amended and Restated Common Facilities Agreement of Wolverine Creek Goshen Interconnection LLC, dated September 7, 2012, as amended from time to time.
5. Renewable Power Purchase and Sale Agreement between Southern California Edison Company and Goshen Phase II LLC, dated as of April 10, 2009, as amended by

Amendment No. 1, dated as of August 20, 2009, as further amended by Amendment No. 2, dated as of May 26, 2010, and as further amended from time to time. (Notice only.)

Meadow Creek Project

1. Consent with respect to Section 15 of the Second Amended and Restated LLC Agreement of Meadow Creek Project Company LLC, as amended from time to time.
2. To the extent legally required, consent with respect to the Amended and Restated Common Facilities Agreement of Wolverine Creek Goshen Interconnection LLC, dated September 7, 2012, as amended from time to time.
3. Consent of First Wind O&M, LLC with respect to the Operation and Maintenance Management Agreement, dated as of June 21, 2012 between Meadow Creek Project Company LLC and First Wind O&M, LLC (as assignee of Ridgeline Power Services LLC), as amended from time to time.

Rockland Project

1. Consent with respect to Sections 7.15 of the Financing Agreement among Rockland Wind Farm LLC, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, Sumitomo Mitsui Banking Corporation, Mizuho Corporate Bank, Ltd., Union Bank, N.A., and the Lenders party thereto, dated March 23, 2011, as amended from time to time.
2. Consent with respect to Sections 13 and 14 of the Equity Contribution Guaranty, dated December 31, 2012, by Atlantic Power Corporation in favor of Rockland Wind Farm LLC, as amended from time to time.
3. Consent with respect to Section 14.1 of the Services and Maintenance Agreement, dated November 30, 2010, between Rockland Wind Farm LLC and Vestas-American Wind Technology, Inc, as amended from time to time.
4. Consent with respect to Section 13 of the Second Amended and Restated LLC Agreement of Rockland Wind Farm LLC, as amended from time to time.
5. Consent with respect to the Amended and Restated Limited Liability Company Agreement of Rockland Wind Ridgeline Holdings LLC, dated as of December 28, 2011, as amended from time to time.
6. Consent with respect to Section 9.3 of the Amended and Restated Limited Liability Company Agreement of Rockland Wind Holdings LLC, dated as of December 20, 2010, as amended from time to time.
7. Consent of First Wind O&M, LLC pursuant to Section 10.2 of the Construction, Operation and Maintenance Management Agreement, dated as of March 9, 2011, between Rockland Wind Farm LLC and First Wind O&M, LLC (as assignee of Ridgeline Power Services LLC), as amended from time to time.

8. Consent of First Wind O&M, LLC pursuant to Section 10.1 of the Project Administration and Development Services Agreement, dated as of March 9, 2011, between Rockland Wind Farm LLC and Ridgeline Power Services LLC (as assignee of First Wind O&M, LLC), as amended from time to time.

9. Consent of Union Bank, N.A., in its capacity as the collateral agent for certain secured parties, pursuant to Section 2.4(a) of the Consent and Agreement, dated as of March 23, 2011, by and among Ridgeline Power Services LLC, Rockland Wind Farm LLC and Union Bank, N.A. as Collateral Agent, as amended from time to time.

Section 3.8
Restrictions on Sale of Membership Interests

1. Restrictions on transfers of common units pursuant to Section 12.1, and on PREPP Units pursuant to Section 12.2, of the Limited Liability Company Agreement of TerraForm Private, LLC, as amended from time to time.
2. Right of First Offer relating to transfer of PREPP Units by a Preferred Member pursuant to Section 12.6 of the Limited Liability Company Agreement of TerraForm Private, LLC, as amended from time to time.

Section 3.9
Liens

None

Section 3.10
Ownership of Project Companies

Ownership Interests of TerraForm Private, LLC

Entity	Ownership Interest
TerraForm AP Acquisition Holdings, LLC	100%

Ownership Interests of TerraForm AP Acquisition Holdings, LLC

Entity	Ownership Interest
TerraForm AP Holdings, LLC	100%

Ownership Interests of TerraForm AP Holdings, LLC ("Target")

Entity	Ownership Interest
Atlantic Idaho Wind Holdings, LLC	100%
Atlantic Rockland Holdings, LLC	100%
Atlantic Oklahoma Wind, LLC	100%
Ridgeline Alternative Energy, LLC	100%

Ownership Interests of Atlantic Idaho Wind Holdings, LLC

Entity	Ownership Interest
Atlantic Idaho Wind C, LLC	100%
Atlantic Idaho Wind A, LLC	100%

Ownership Interests of Atlantic Idaho Wind C, LLC

Entity	Ownership Interest
RP Wind ID LLC	100% of Series 1 Membership Interest

Ownership Interests of Atlantic Idaho Wind A, LLC

Entity	Ownership Interest
Idaho Wind Partners 1, LLC	26% of the Class A Membership Interests

Ownership Interests of RP Wind ID LLC

Entity	Ownership Interest
Idaho Wind Partners 1, LLC	100% of the Class C Membership Interests

Ownership Interests of Idaho Wind Partners 1, LLC

Entity	Ownership Interest
Burley Butte Wind Park, LLC	100%
Camp Reed Wind Park, LLC	100%
Golden Valley Wind Park, LLC	100%
Milner Dam Wind Park, LLC	100%
Oregon Trail Wind Park, LLC	100%
Payne’s Ferry Wind Park, LLC	100%
Pilgrim Stage Station Wind Park, LLC	100%
Salmon Falls Wind Park, LLC	100%
Thousand Springs Wind Park, LLC	100%
Tuana Gulch Wind Park, LLC	100%
Yahoo Creek Wind Park, LLC	100%

Ownership Interests of Atlantic Rockland Holdings, LLC

Entity	Ownership Interest
Rockland Wind Ridgeline Holdings LLC	60%

Ownership Interests of Rockland Wind Ridgeline Holdings LLC

Entity	Ownership Interest
Rockland Wind Holdings LLC	50%

Ownership Interests of Rockland Wind Holdings LLC

Entity	Ownership Interest
Rockland Wind Intermediate Holdings LLC	100%

Ownership Interests of Rockland Wind Intermediate Holdings, LLC

Entity	Ownership Interest
Rockland Wind Farm LLC	100%

Ownership Interests of Atlantic Oklahoma Wind, LLC

Entity	Ownership Interest
Canadian Hills Holding Company, LLC	100% of Class A Units

Ownership Interests of Canadian Hills Holding Company, LLC

Entity	Ownership Interest

Canadian Hills Wind, LLC	100% of Class A Membership Interests

Ownership Interests of Ridgeline Alternative Energy, LLC

Entity	Ownership Interest
Goshen Wind Holdings LLC	100%
Meadow Creek Holdings LLC	100%
Wolverine Creek Goshen Interconnection LLC	7.7%
Rockland Wind Ridgeline Holdings LLC	40%

Ownership Interests of Goshen Wind Holdings LLC

Entity	Ownership Interest
Goshen Phase II Holdings LLC	25%

Ownership Interests of Goshen Phase II Holdings LLC

Entity	Ownership Interest
Goshen Ridge Wind Farm LLC	100%

Ownership Interests of Goshen Ridge Wind Farm LLC

Entity	Ownership Interest
Goshen Phase II LLC	50%

Ownership Interests of Goshen Phase II LLC

Entity	Ownership Interest
Wolverine Creek Goshen Interconnection LLC	37.2%

Ownership Interests of Meadow Creek Holdings LLC

Entity	Ownership Interest
Meadow Creek Intermediate Holdings LLC	100%

Ownership Interests of Meadow Creek Intermediate Holdings LLC

Entity	Ownership Interest
Meadow Creek Project Company LLC	100%

Ownership Interests of Meadow Creek Project Company LLC

Entity	Ownership Interest
Wolverine Creek Goshen Interconnection LLC	35.8%

Section 3.11
SUNE Contracts

PART A – MATERIAL CONTRACTS EXECUTED AFTER JUNE 26, 2015

1. First Amendment to Amended and Restated Limited Liability Company Agreement of TerraForm Private LLC, dated as of November 18, 2015, by and between Macquarie Sierra Investment Holdings Inc., John Hancock Life Insurance Company (U.S.A.), John Hancock Life Insurance Company of New York, John Hancock Life and Health Insurance Company, and TerraForm Private Holdings, LLC.
2. Second Amendment to Amended and Restated Limited Liability Company Agreement of TerraForm Private LLC, dated as of February 12, 2016, by and between DIF INFRA 4 US LLC, DIF IV Co-Invest LLC, John Hancock Life Insurance Company (U.S.A.), John Hancock Life Insurance Company of New York, John Hancock Life and Health Insurance Company, and TerraForm Private Holdings, LLC.
3. Amendment and Restatement Agreement, dated as of August 24, 2015 by and among TerraForm AP Acquisition Holdings, LLC, TerraForm Private, LLC, each other Credit Party party thereto, the Lenders party thereto, and Morgan Stanley Senior Funding, Inc., as Administrative Agent and Collateral Agent.
4. First Amendment to Amended and Restated Term Loan and Guaranty Agreement, dated August 4, 2016.
5. Second Amendment and First Forbearance Agreement and Limited Waiver to Amended and Restated Term Loan and Guaranty Agreement, dated on or about the date hereof, by and among TerraForm AP Acquisition Holdings, LLC, TerraForm Private, LLC, the Lenders party thereto and Morgan Stanley Senior Funding, Inc. as administrative agent and collateral agent for the Lenders (as defined therein).
6. Call Right Assignment Agreement, dated as of February 12, 2016, by and between Macquarie Sierra Investment Holdings Inc., DIF INFRA 4 US LLC, and DIF IV Co-Invest LLC.
7. Amended and Restated Call Right Agreement, dated as of February 12, 2016, by and between TerraForm Private LLC, DIF INFRA 4 US LLC, DIF IV Co-Invest LLC, John Hancock Life Insurance Company (U.S.A.), John Hancock Life Insurance Company of New York, John Hancock Life and Health Insurance Company, TerraForm Private Holdings, LLC, and TerraForm Power, LLC.
8. Joinder to Amended and Restated Limited Liability Company Agreement of TerraForm Private LLC, dated as of February 12, 2016, by and between TerraForm Private LLC, DIF INFRA 4 US LLC.

9. Joinder to Amended and Restated Limited Liability Company Agreement of TerraForm Private LLC, dated as of February 12, 2016, by and between TerraForm Private LLC, DIF IV Co-Invest LLC.

10. Fifth Amendment to Financing Agreement (Goshen Phase II), dated and effective as of December 17, 2015, by Goshen Phase II, LLC, Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as Administrative Agent, Issuing Bank and as a Lender, Cobank ACB, as Documentation Agent and as a Lender, Sumitomo Mitsui Banking Corp., as a Lender, Mizuho Bank, Ltd., as a Lender, Deutsche Bank AG, New York Branch, as a Lender, and MUFG Union Bank, N.A. (formerly known as Union Bank, N.A.) as Collateral Agent.

11. First Amendment to Project Administration and Development Agreement, dated as of December 31, 2015, by and among Goshen Phase II LLC and AE Power Services LLC.

12. First Amendment to the Second Amended and Restated Limited Liability Company Agreement of Goshen Phase II LLC, dated as of December 31, 2015, by and among AE Goshen II Wind Farm LLC and Goshen Ridge Wind Farm LLC.

13. Third Amendment to Amended and Restated Limited Liability Company Agreement of RP Wind ID LLC, dated as of April 27, 2016, and agreed to by and between Atlantic Idaho Wind C, LLC and RP Wind ID Holdings LLC.

14. Amendment No. 1 to the Operation and Maintenance Agreement, dated as of July 31, 2016, by and between First Wind O&M, LLC, and Canadian Hills Wind, LLC.

15. Balance of Plant Operation and Maintenance Services Agreement, dated as of December 3, 2015, by and between Ruby Renewables Resources LLC and Idaho Wind Partners 1, LLC.

16. Amendment No.12 to Credit Agreement, dated as of October 15, 2015, by and Among Idaho Wind Partners 1, LLC Bank of Tokyo Mitsubishi UFJ, LTD, and the other Agents, Lenders and Credit Parties party thereto.

17. Consent and Agreement (Rockland) (as amended, modified and supplemented from time to time, dated as of February 23, 2016, by Rockland Wind Farm LLC, the Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, in its capacity as Administrative Agent, and the Lenders under the Financing Agreement, dated as of March 23, 2011, by and among Rockland Wind Farm LLC, the financial institutions from time to time party thereto, the Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as Administrative Agent and MUFG Union Bank, N.A. (formerly known as Union Bank, N.A.), as Collateral Agent.

18. Consent and Agreement (Rockland) dated as of November 16, 2016, by Rockland Wind Farm LLC, the Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, in its capacity as Administrative Agent, and the Lenders under the Financing Agreement, dated as of March 23, 2011, by and among Rockland Wind Farm LLC, the financial institutions from time to time party thereto as “Lenders”, the Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as Administrative Agent and MUFG Union Bank, N.A. (formerly known as Union Bank, N.A.), as Collateral Agent, relating to the Permann lease (as defined below).

19. Fourth Amendment to the Limited Liability Company Agreement of Idaho Wind Partners 1, LLC, dated as of July 2, 2015.

20. Wind, Noise, Light and Electric Line Easement Agreement, effective February 26, 2016, by and between Jared Hall and Ashley Hall, husband and wife, and Rockland Wind Farm LLC.

21. Partial Release of Lease, effective as of February 26, 2016, between Samuel W. Isaak (as Landlord), Jared Hall and Ashley Hall (as Owners), Rockland Wind Farm LLC (as Tenant), and the other Persons party thereto.

22. Partial Release from Mortgage by MUFG UNION BANK, N.A. (formerly known as Union Bank, N.A.), as Collateral Agent for the Secured Parties and Mortgagee, effective as of February 26, 2016 (relating to Hall property).

    Endorsement attached to Policy No. 72307-83493181, issued by the Chicago Title Insurance Company, in connection with the releases given in relation to the Insured Mortgage Recorded March 23, 2011 as Instrument No. 199985 on the Hall property.

23. Wind, Noise, Light and Electric Line Easement Agreement, effective February 25, 2016, by and between Gilbert B. Hofmeister and Jolene W. Hofmeister, husband and wife, and Rockland Wind Farm LLC.

24. Partial Release of Lease, effective as of February 25, 2016, between Gilbert B. Hofmeister and Jolene W. Hofmeister, as Landlord, and Rockland Wind Farm LLC as Tenant.

25. Partial Release from Mortgage by MUFG UNION BANK, N.A. (formerly known as Union Bank, N.A.), as Collateral Agent for the Secured Parties and Mortgagee, effective as of February 25, 2016 (relating to Hofmeister property).

26. Second Amended and Restated Goshen Cross-Reimbursement and Indemnification Agreement, dated as of June 26, 2015, among BP Corporation North America Inc., Veolia Environnement S.A., Mitsubishi Corporation, Atlantic Power Corporation, and SunEdison, Inc.

27. Second Amended and Restated Rockland Cross-Reimbursement and Indemnification Agreement, dated as of June 26, 2015, among BP Corporation North America Inc., Veolia Environnement S.A., Mitsubishi Corporation, Atlantic Power Corporation, and SunEdison, Inc.

28. Amended and Restated Reimbursement Agreement, dated as of June 26, 2015, by and among Atlantic Power Corporation, Atlantic Ridgeline Holdings, LLC, SunEdison, Inc., TerraForm AP Acquisition Holdings, LLC and Veolia Environnement S.A.

29. Wind, Noise, Light and Fall Line Easement Agreement, effective November 22, 2016, by and between Lanny N. Permann and Marcia J. Permann, husband and wife, individually and as trustees of the Lanny and Marcia Permann Family Trust, dated December 29, 2008, Brian Permann and Sandra Permann, husband and wife, and Rockland Wind Farm LLC.

30. Partial Release from Lease, effective as of November 22, 2016, relating to that certain Wind Energy Lease Agreement (the "Permann Lease") dated October 6, 2005 between

Lanny N. Permann and Marcia Permann, husband and wife, as lessor and Rockland Wind Farm LLC, as lessee, as amended through the date hereof.

31. Partial Release from Mortgage, effective as of November 22, 2016, by MUFG UNION BANK, N.A. (formerly known as Union Bank, N.A.), as Collateral Agent for the Secured Parties and Mortgagee, (relating to the property described in Exhibit B thereto).

Section 3.11 PART B – SUNEDISON CONTRACTS[1]

* Indicates this Contract is a Management Contract

1. * Management Services Agreement (the "Canadian Hills MSA") dated as of December 28, 2012 by and among Atlantic Power Services, LLC (the Manager) and Canadian Hills Wind, LLC (the Company), as assumed by First Wind Energy, LLC pursuant to the Assignment, Assumption and Consent Agreement by and among such parties dated as of June 26, 2015 (immediately below).
2. *Assignment, Assumption and Consent Agreement (relating to Canadian Hills MSA), dated as of June 26, 2015, by and among Atlantic Power Services, LLC, (Assignor), First Wind Energy, LLC (Assignee), and Canadian Hills Wind, LLC, (the Consenting Party), as amended through the date hereof.
3. *Administrative Services Agreement (the "Canadian Hills ASA") dated as of December 28, 2012 by and among Atlantic Power Holdings, Inc. (the Administrator) and Canadian Hills Wind, LLC (the Company), as assumed by First Wind Energy, LLC pursuant to the Assignment, Assumption and Consent Agreement by and among such parties dated as of June 26, 2015 (immediately below).
4. *Assignment, Assumption and Consent Agreement (relating to Canadian Hills ASA), dated as of June 26, 2015, by and among Atlantic Power Holdings, Inc. (Assignor), First Wind Energy, LLC (Assignee), and Canadian Hills Wind, LLC, (the Consenting Party), as amended through the date hereof.
5. *Operation and Maintenance Agreement dated as of March 31, 2014 between Canadian Hills Wind, LLC (the Owner) and Atlantic Power Services, LLC (the BOP Operator), as assumed by First Wind O&M, LLC pursuant to the Assignment, Assumption and Consent Agreement (Omnibus) by and among such parties dated June 26, 2015 and as amended by that Amendment No. 1 to the Operation and Maintenance Agreement, dated as of July 31, 2016, by and between First Wind O&M, LLC, and Canadian Hills Wind, LLC.
6. *Co-Tenancy and Shared Facilities Agreement dated as of April 8, 2013 by and among Canadian Hills Wind, LLC, CH Wind East Transmission, LLC, APFAI, LLC, Kingfisher Wind, LLC and Atlantic Power Services, LLC, as amended on January 21, 2015, and as assumed by First Wind O&M, LLC pursuant to the Assignment, Assumption and Consent Agreement (Omnibus) by and among Atlantic Power

[1] SunEdison Contracts that are set forth on Part A of this Schedule 3.11 are deemed included on Part B of this Schedule 3.11.

Services, LLC, First Wind O&M, LLC, and Canadian Hills Wind, LLC dated June 26, 2015.

7. *Shared Facilities Operation and Maintenance Agreement dated as of April 8, 2013 by and among Canadian Hills Wind, LLC, CH Wind East Transmission, LLC, APFAI, LLC, Kingfisher Transmission, LLC and Atlantic Power Services, LLC, as assumed by First Wind O&M, LLC pursuant to the Assignment, Assumption and Consent Agreement (Omnibus)by and among Atlantic Power Services, LLC, First Wind O&M, LLC, and Canadian Hills Wind, LLC dated June 26, 2015.

8. *Consent (Shared Facilities) dated as of January 21, 2015, by and among the Contracting Parties (defined therein) and MUFG Union Bank, N.A. as collateral agent for the Secured Parties referred to in the Intercreditor Agreement (defined therein), as assumed by First Wind O&M, LLC pursuant to the Assignment, Assumption and Consent Agreement (Omnibus) by and among Atlantic Power Services, LLC, First Wind O&M, LLC, and Canadian Hills Wind, LLC dated June 26, 2015 (immediately below).

9. *Assignment, Assumption and Consent Agreement (Omnibus), dated as of June 26, 2015, by and among Atlantic Power Services, LLC, (Assignor), First Wind O&M, LLC (Assignee), and Canadian Hills Wind, LLC, (the Consenting Party), as amended through the date hereof.

10. Equity Contribution Guaranty, dated as of June 26, 2015, provided by SunEdison, Inc. in favor of Goshen Phase II LLC.

11. Consent and Agreement (relating to Goshen Phase II ECA Guaranty), dated as of June 26, 2015, among SunEdison, Inc., MUFG Union Bank, N.A., and Goshen Phase II LLC.

12. Equity Contribution Agreement Guaranty, dated as of June 26, 2015 provided by SunEdison, Inc. in favor of Meadow Creek Project Company LLC.

13. Consent and Agreement (relating to Meadow Creek ECA Guaranty), dated as of June 26, 2015, among SunEdison, Inc., MUFG Union Bank, N.A., and Meadow Creek Project Company LLC.

14. Consent and Agreement, dated as of June 26, 2015 among First Wind O&M, LLC, MUFG Union Bank, N.A., and Meadow Creek Project Company LLC.

15. * Operation and Maintenance Management Agreement dated June 21, 2012 by and among Meadow Creek Project Company LLC (the Owner) and Ridgeline Power Services LLC (the Contractor) as amended by Amendment No. 1 thereto dated August 21, 2012, and as assumed by First Wind O&M, LLC pursuant to an Assignment, Assumption and Consent Agreement by and among such parties dated as of June 26, 2015 (immediately below).

16. *Assignment, Assumption and Consent Agreement, dated as of June 26, 2015, by and among Ridgeline Power Services LLC (Assignor), First Wind O&M, LLC (Assignee), and Meadow Creek Project Company LLC (the Consenting Party), as amended through the date hereof.

17. Equity Contribution Agreement Guaranty, dated as of June 26, 2015 provided by SunEdison, Inc. in favor of Rockland Wind Farm LLC.

18. Consent and Agreement (relating to Rockland ECA Guaranty), dated as of June 26, 2015, among SunEdison, Inc., MUFG Union Bank, N.A., and Rockland Wind Farm LLC.

19. Consent and Agreement, dated as of June 26, 2015 among First Wind O&M, LLC, MUFG Union Bank, N.A., and Rockland Wind Farm LLC.

20. * Construction, Operation and Maintenance Agreement dated as of March 9, 2011 between Rockland Wind Farm LLC (the Company) and Ridgeline Power Services LLC (the Contractor), as assumed by First Wind O&M, LLC pursuant to an Assignment, Assumption and Consent Agreement by and among such parties dated as of June 26, 2015.

21. * Project Administration and Development Services Agreement dated as of March 9, 2011 by and among Rockland Wind Farm LLC (the Company) and Ridgeline Power Services LLC (the Administrator), as assumed by First Wind O&M, LLC pursuant to an Assignment, Assumption and Consent Agreement by and among such parties dated as of June 26, 2015 (immediately below).

22. *Assignment, Assumption and Consent Agreement, dated as of June 26, 2015, by and among Ridgeline Power Services LLC (Assignor), First Wind O&M, LLC (Assignee), and Rockland Wind Farm LLC, (the Consenting Party), as amended through the date hereof.

Section 3.17
Affiliate Transactions

See Contracts indicated as Management Contracts in Part B of Section 3.11 of the Seller Disclosure Schedules.

Section 3.20
Agreements to Sell

None

Section 5.2
Interim Period Operations

1. Compliance with that certain Amended and Restated Call Right Agreement, dated as of February 12, 2016, by and between TerraForm Private LLC, DIF INFRA 4 US LLC, DIF IV Co-Invest LLC, John Hancock Life Insurance Company (U.S.A.), John Hancock Life Insurance Company of New York, John Hancock Life and Health Insurance Company, TerraForm Private Holdings, LLC, and TerraForm Power, LLC.

Section 5.5
Employees

Asset Management
Jeremy Green
Cristina Balaban
Judy Wingfield

Site Operations
Jacob Ernzen
Randolf Smoot
Len Nones
Brent Ethington
Trinidad Pantoja
Eric Robinson

Engineering
Cameron Graybeal

Section 5.8
Replacement of Credit Support

1. Equity Contribution Guaranty, dated as of June 26, 2015, provided by SunEdison, Inc. in favor of Goshen Phase II LLC.

2. Equity Contribution Agreement Guaranty, dated as of June 26, 2015 provided by SunEdison, Inc. in favor of Rockland Wind Farm LLC.

3. Guaranty, dated June 26, 2015, by SunEdison, Inc., in favor of the Class B Equity Investors in Canadian Hills Wind, LLC.

4. Second Amended and Restated Goshen Cross-Reimbursement and Indemnification Agreement, dated as of June 26, 2015, among BP Corporation North America Inc., Veolia Environnement S.A., Mitsubishi Corporation, Atlantic Power Corporation, and SunEdison, Inc.

5. Second Amended and Restated Rockland Cross-Reimbursement and Indemnification Agreement, dated as of June 26, 2015, among BP Corporation North America Inc., Veolia Environnement S.A., Mitsubishi Corporation, Atlantic Power Corporation, and SunEdison, Inc.

6. Amended and Restated Reimbursement Agreement, dated as of June 26, 2015, by and among Atlantic Power Corporation, Atlantic Ridgeline Holdings, LLC, SunEdison, Inc., TerraForm AP Acquisition Holdings, LLC and Veolia Environnement S.A.

7. To the extent required by lenders to Project Companies, a consent and agreement in favor of the applicable lender parties in respect of each of the foregoing agreements.

BUYER DISCLOSURE SCHEDULES

None

EXHIBIT B

SALE ORDER

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	:	**Chapter 11**
SUNEDISON, INC., ***et al*.,**	:	**Case No. 16-10992 (SMB)**
Debtors.[1]	:	**Jointly Administered**

ORDER (A) AUTHORIZING THE SALE OF TERRAFORM PRIVATE HOLDINGS, LLC'S COMMON UNITS AND TP PREPP UNITS IN TERRAFORM PRIVATE, LLC TO DIF INFRA 4 US LLC AND DIF IV CO-INVEST LLC FREE AND CLEAR OF ALL INTERESTS INCLUDING LIENS, CLAIMS, AND LIABILITIES; (B) APPROVING CERTAIN RELEASES IN CONNECTION THEREWITH; AND (C) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") for entry of an order (this "Order") pursuant to sections 105(a), 363(b), 363(f), 363(m), 541(a), 1107, and 1108 of title 11 of the United States Code (as amended, the "Bankruptcy Code"), and Rules 2002, 6003, 6004, 9007, 9014, and 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") (a) (i) authorizing TerraForm

---

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's tax identification number are as follows: SunEdison, Inc. (5767); SunEdison DG, LLC (N/A); SUNE Wind Holdings, Inc. (2144); SUNE Hawaii Solar Holdings, LLC (0994); First Wind Solar Portfolio, LLC (5014); First Wind California Holdings, LLC (7697); SunEdison Holdings Corporation (8669); SunEdison Utility Holdings, Inc. (6443); SunEdison International, Inc. (4551); SUNE ML 1, LLC (3132); MEMC Pasadena, Inc. (5238); Solaicx (1969); SunEdison Contracting, LLC (3819); NVT, LLC (5370); NVT Licenses, LLC (5445); Team-Solar, Inc. (7782); SunEdison Canada, LLC (6287); Enflex Corporation (5515); Fotowatio Renewable Ventures, Inc. (1788); Silver Ridge Power Holdings, LLC (5886); SunEdison International, LLC (1567); Sun Edison LLC (1450); SunEdison Products Singapore Pte. Ltd. (7373); SunEdison Residential Services, LLC (5787); PVT Solar, Inc. (3308); SEV Merger Sub Inc. (N/A); Sunflower Renewable Holdings 1, LLC (6273); Blue Sky West Capital, LLC (7962); First Wind Oakfield Portfolio, LLC (3711); First Wind Panhandle Holdings III, LLC (4238); DSP Renewables, LLC (5513); Hancock Renewables Holdings, LLC (N/A); EverStream Holdco Fund I, LLC (9564); Buckthorn Renewables Holdings, LLC (7616); Greenmountain Wind Holdings, LLC (N/A); Rattlesnake Flat Holdings, LLC (N/A); Somerset Wind Holdings, LLC (N/A); SunE Waiawa Holdings, LLC (9757); SunE Minnesota Holdings, LLC (8926); SunE MN Development Holdings, LLC (5388); SunE MN Development, LLC (8669); and TerraForm Private Holdings, LLC (5993). The address of the Debtors' corporate headquarters is 13736 Riverport Dr., Maryland Heights, Missouri 63043.

[2] Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Motion or the MIPA, as applicable.

Private Holdings, LLC (the "Seller") to sell and transfer 100% of the outstanding Common Units and its TP PREPP Units (collectively, the "Equity Interests") in TerraForm Private, LLC to DIF Infra 4 US LLC and DIF IV Co-Invest LLC (together, the "Buyer") in accordance with that certain Membership Interest Purchase Agreement, dated as of December 14, 2016 (together with all related agreements, documents or instruments and all exhibits, schedules, and supplements to any of the foregoing, the "MIPA", and the transaction described therein, the "Transaction"), by and among the Seller and the Buyer, free and clear of all interests pursuant to 11 U.S.C. § 363(f), including without limitation all Liens, Claims and Liabilities (each term as defined in the MIPA), with such interests attaching to the sale proceeds with the same validity, extent, and priority as had attached to the Equity Interests immediately prior to the sale or transfer and (ii) approving certain releases by each of the Debtors, on its own behalf and on behalf of their Affiliates (together, the "Releasing Parties"), of any claims, demands, rights, causes of action, whether known or unknown, that each of the Releasing Parties may have against the Buyer, TerraForm Private, LLC, any of the Project Holding Companies, any of the Project Companies, and any successors of such entities (the "Released Parties"), as described more specifically herein; and the Court having held a hearing on January [12] 2017 (the "Sale Hearing") to approve the proposed Transaction as set forth in the MIPA; and the Court having reviewed and considered (a) the Motion, (b) the First Day Declaration, (c) the Giliotti Declaration, (d) the objections to the Motion, if any, and (e) the arguments of counsel made, and the evidence proffered or adduced at the Sale Hearing; and due and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice need be provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, their stakeholders, and other parties in interest; and after due deliberation

thereon; and sufficient cause appearing therefor; it is hereby

FOUND AND DETERMINED THAT:[3]

A. **Jurisdiction and Venue**. This Court has jurisdiction (i) to consider the Motion and (ii) over the property of Debtors, including the Equity Interests to be sold, transferred, and conveyed pursuant to the MIPA, under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and this Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. **Legal Predicates**. The legal predicates for the relief sought in the Motion are Bankruptcy Code sections 105(a), 363(b), 363(f), 363(m), 541(a), 1107, and 1108, and Bankruptcy Rules 2002, 6003, 6004, 9007, 9014 and 9019.

C. **Final Order**. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 7062, and to the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of this Order as set forth herein.

D. **Notice**. As evidenced by the affidavits of service filed with the Court at Docket Nos. [_____________], and based on the representations of counsel at the Sale Hearing and/or the Certificate of No Objection, (i) proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, the MIPA, and the Transaction contemplated therein has been provided in accordance with Bankruptcy Code sections 102(1) and 363 and Bankruptcy Rules

---

[3] These findings and determinations constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. Where appropriate, findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact.

2002, 6004, 9006, and 9019 and the case management procedures established in that certain *Order Granting Debtors' Amended Motion for Order Pursuant to Bankruptcy Code Sections 102 and 105, Bankruptcy Rules 1015, 2002, 9007, and 9036, and Local Bankruptcy Rule 2002 Authorizing the Establishment of Certain Notice, Case Management, and Administrative Procedures* [Docket No. 360] (the "Case Management Order") to each party entitled to such notice, (ii) pursuant to the Case Management Order, such notice was properly, timely, adequately and sufficiently given to all known creditor and parties-in-interest of the Seller; (iii) all known creditors who filed security interests or recorded liens against the assets of the Seller, TerraForm Private, LLC, the Project Holding Companies or Project Companies, or commenced litigation against any of these entities have been given proper, timely, adequate and sufficient notice; and (iv) no other or further notice of the Motion, the Sale Hearing, the MIPA, or the Transaction is or shall be required.

E. **Opportunity to Object**. A fair and reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities, including: (a) all entities known to have expressed an interest in a transaction with respect to all or part of the Equity Interests; (b) counsel to the Buyer; (c) counsel to the administrative agent under the Debtors' prepetition first lien credit agreement; (d) counsel to the Tranche B Lenders (as defined in the DIP Credit Agreement (defined below)) and the steering committee of the second lien creditors; (e) counsel to the administrative agent under the Debtors' prepetition second lien credit agreement; (f) counsel to the collateral trustee under the Debtors' prepetition second lien credit agreement; (g) counsel to the indenture trustee under each of the Debtors' outstanding bond issuances; (h) counsel to TerraForm Power, Inc. and TerraForm Power, LLC ("TERP"); (i) counsel to TerraForm Global, Inc. and TerraForm Global,

LLC ("Global"); (j) the Office of the United States Trustee for the Southern District of New York; (k) the U.S. Attorney for the Southern District of New York; (l) counsel to the DIP Agent (as defined in the Final DIP Order (defined below)); (m) counsel to the official committee of unsecured creditors; (m) the Internal Revenue Service; (n) the Securities and Exchange Commission; (o) all entities known to have asserted any interest in or upon any of the Equity Interests and Project Companies; and (p) any such other party entitled to notice pursuant to Bankruptcy Rule 2002, Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York, or the Case Management Order.

F. **Sale in Best Interests**. The consideration provided by the Buyer under the MIPA constitutes the highest or otherwise best offer for the Equity Interests and provides fair consideration and reasonably equivalent value to the Seller's estate in exchange for the Equity Interests. The Transaction contemplated by the MIPA represents the best opportunity to maximize and realize the highest and best value of the Equity Interests for the Seller's estate. Consummation of the Transaction at this time is in the best interests of the Seller, its creditors, its estate, its stakeholders, and other parties in interest.

G. **Business Justification**. Sound business reasons exist for the Transaction contemplated by the MIPA. Entry into the MIPA, and the consummation of the Transaction contemplated thereby, constitutes the Seller's exercise of sound business judgment and such acts are in the best interests of the Seller, its estate, its stakeholders, and all parties in interest. The terms and conditions of the MIPA, including, without limitation, the consideration to be realized by the Seller, are fair and reasonable. The Court finds that the Seller has articulated good and sufficient business reasons justifying the Transaction, including, without limitation, the fact that (i) the Company conducted an extensive marketing process for the Equity Interests, (ii) the

Project Companies face substantial risk of irreparable harm if the Transaction is not closed promptly, and (iii) the MIPA was the highest or otherwise best bid for the Equity Interests and Seller is unlikely to find a higher or otherwise better offer for the Equity Interests. For these reasons and based on the other evidence of record, the Court finds that (i) the MIPA constitutes the highest or otherwise best offer for the Equity Interests, (ii) the MIPA and the closing of the Transaction presents the best opportunity to realize the highest value for the Equity Interests, and (iii) any other transaction would create a substantial risk of delay and a significant reduction in value.

H. **Condition to Transaction**. Entry of this Order approving the MIPA and all the provisions thereof is a condition precedent to the Buyer's obligation to consummate the Transaction.

I. **Non-Insiders**. Neither the Buyer nor any of its affiliates, present or contemplated members, officers, directors, or shareholders or any of their respective successors or assigns (in each case, as of the date hereto) is an "insider" of the Debtors as defined in section 101(31) of the Bankruptcy Code.

J. **Good Faith Purchaser**. The Buyer (i) is a good faith purchaser for value and, as such, is entitled to all of the protections afforded under 11 U.S.C. § 363(m) and any other applicable or similar bankruptcy and non-bankruptcy law, and (ii) has otherwise proceeded in good faith in all respects in connection with the negotiation and execution of the MIPA and in connection with this proceeding. Specifically: (a) all payments to be made by the Buyer in connection with the Transaction have been disclosed; (b) the negotiation and execution of the MIPA was at arm's-length and in good faith, and at all times each of the Buyer and the Seller was represented by competent counsel of its choosing; and (c) the Buyer has not acted in a

collusive manner with any person. Neither the Seller nor the Buyer has engaged in any conduct that would cause or permit the MIPA or the Transaction to be avoided or result in the imposition of any costs or damages against the Buyer under 11 U.S.C. § 363(n) or other applicable law in connection with the MIPA, and the Buyer has been, and will be, acting in good faith within the meaning of 11 U.S.C. § 363(m) in closing the Transaction contemplated by the MIPA. But for the good faith finding and releases in the MIPA and in this Order, the Buyer would not have entered into the MIPA and would not consummate the Transaction.

K. **Free and Clear**. Counsel to the Creditors' Committee, counsel to ad hoc committees in the Chapter 11 Cases, counsel to the DIP Agent and DIP Arrangers (as defined in the Final DIP Order, counsel Tranche B Lenders (as defined in the Final DIP Order) and counsel to TERP and Global received notice of the Transaction, and notice was provided to all other known lien and unsecured creditors and interest holders in the Chapter 11 Cases (and such notice stated that the Debtors would ask the Court to deem non-objection as consent under 363(f)(2)), as well as to all known creditors who have asserted liens or claims against any of TerraForm Private, LLC, the Project Holding Companies and Project Companies. The Seller may sell the Equity Interests free and clear of all interests pursuant to 11 U.S.C. § 363(f), including without limitation Liens, Claims, and Liabilities (except Permitted Liens) against the Seller, its estate or the Seller's Equity Interests because, in each case, at least one of the following applies: (a) applicable nonbankruptcy law permits such sale free and clear in accordance with section 363(f)(1); (b) such entity holding the interest has either consented or, through its failure to object to the Sale Motion, is deemed to have consented in accordance with section 363(f)(2); (c) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest; or (d) such interest is subject to a bona fide dispute. Because the Seller is a

Restricted Subsidiary under the DIP Credit Agreement, the DIP Lenders must consent, and have consented, to the sale of the Equity Interests, even though there are no Liens securing the DIP Financing Facility on the Equity Interests. Upon Closing of the Transaction, all holders of interests in and Claims, Liens, or Liabilities against the Equity Interests who did not object, or who withdrew their objections, are deemed to have waived, released and forever discharged any claim against the Equity Interests, which such interests shall attach solely to the proceeds of the Transaction in the order of their priority, with the same validity, force, and effect that they now have as against the Equity Interests. But for the free and clear transfer of the Equity Interests under section 363(f) of the Bankruptcy Code, the Buyer would not have entered into the MIPA and would not consummate the Transaction.

L. **Prompt Consummation**. The sale of the Equity Interests must be approved and consummated promptly in order to preserve the value of the Equity Interests, and to maximize their value to the Debtors' estates. To maximize the value of the Equity Interests, it is essential that the Transaction occurs within the timeframe set forth in the MIPA. Therefore, time is of the essence in consummating the Transaction, and the Seller and the Buyer intend to close the Transaction as soon as reasonably practicable.

M. **No Fraudulent Transfer**. The MIPA was not entered into, and neither the Seller, the Releasing Parties, nor the Buyer proposes to consummate the Transaction, for the purpose of hindering, delaying, or defrauding the present or future creditors of the Seller, the Debtors and the Releasing Parties, either under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing. Each of the Seller and

Releasing Parties is receiving value that is reasonably equivalent for the transfers made to the Buyer.

N. **Consideration**. As demonstrated by the Giliotti Declaration, the other evidence proffered or adduced at the Sale Hearing, and the arguments of counsel made on the record at the Sale Hearing, the consideration provided by the Buyer for the Equity Interests pursuant to the MIPA (i) is fair, full, adequate, and reasonable, (ii) is the highest or otherwise best offer for the Equity Interests, (iii) will provide a greater recovery for the Seller's and Debtors' creditors than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value, reasonable market value, and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia (including, without limitation, the Uniform Fraudulent Conveyance Act and the Uniform Fraudulent Transfer Act).

O. **Legal, Valid Transfer**. The Equity Interests constitute property of the Seller's estate within the meaning of section 541(a) of the Bankruptcy Code. The transfer of the Equity Interests to the Buyer will vest the Buyer with good and marketable title to the Equity Interests free and clear of all interests pursuant to 11 U.S.C. § 363(f).

P. **No Successor Liability**. The Buyer is not and shall not be deemed a successor to the Seller as a result of the consummation of the Transaction.

Q. **Not a Sub Rosa Plan**. The sale and assignment of the Equity Interests and the releases given outside of a plan of reorganization pursuant to the MIPA neither impermissibly restructures the rights of the Seller's creditors nor impermissibly dictates the terms of a liquidating plan for the Seller. Neither the MIPA nor the Transaction contemplated

thereby constitutes a s*ub rosa* chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford.

R. **Not Credit Support for DIP Facility**. None of (a) Seller, (b) TerraForm Private, LLC, (c) the Project Holdings Companies or (d) the Project Companies have been pledged directly as credit support for any DIP financing in the Chapter 11 Cases and none of the assets of any of these entities have been, are or shall become subject to this Court's jurisdiction in connection with the Transaction approved herein.

S. **Legal and Factual Bases**. The legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein.

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED THAT:

General Provisions

1. The Motion is GRANTED to the extent set forth herein.

2. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are overruled on the merits and denied with prejudice. All persons and entities given notice of the Motion that failed to timely object thereto are deemed to consent to the relief sought therein.

Approval of the Sale of the Equity Interests

3. The MIPA, including any amendments, supplements, and modifications thereto, and all of the terms and conditions therein, is hereby approved.

4. The Transaction is hereby approved and authorized in all respects. The Seller is hereby authorized and empowered to enter into, and to perform its obligations under, the MIPA. The Debtors are hereby authorized and empowered to (a) execute and perform under such other agreements or documents, and (b) take such other actions as are necessary or

desirable, to effectuate the terms of the MIPA. Moreover, the releases given by the Releasing Parties to the Released Parties, as described in paragraph 19 of this Order, are hereby approved and authorized in all respects without any further action by any of the parties affected thereby, and shall be effective only upon the Closing of the Transaction without further order of the Court. Notwithstanding the foregoing, neither the Seller nor the Buyer shall have any obligation to proceed with a closing under the MIPA until all conditions precedent to its obligations to do so have been met, satisfied, or waived.

Sale and Transfer of Equity Interests

5. Except as otherwise expressly provided in the MIPA and the terms of this Order, pursuant to 11 U.S.C. §§ 363(b) and 363(f), the Equity Interests shall be transferred on the Closing Date (as defined in the MIPA) free and clear of all interests, including without limitation, Liens, Claims, and Liabilities (each as defined in the MIPA) (including, without limitation, the DIP Superpriority Claims, the DIP Liens, the Second Lien Adequate Protection Claims, the Adequate Protection Liens, the Carved-Out Yieldco Administrative Claims, and any other claim and liens arising under or set forth in any DIP Loan Document (each of the foregoing, as defined in the Final DIP Order)), on, or otherwise in respect of, the Equity Interests as of the Closing Date, with any Liens to attach to the proceeds of the Transaction in the order of their priority, with the same validity, force and effect which they now have as against the Equity Interests, and no holder of such interest shall otherwise have recourse against the Buyer, TerraForm Private, LLC, the Project Holding Companies or the Project Companies or any of their successors on account of such interest.

6. Following the Closing, the Seller and the Buyer are authorized to file, register or record a certified copy of this Order, which, once filed, registered or otherwise

recorded, shall constitute conclusive evidence of the release of all interests of any kind or nature whatsoever with respect to the Equity Interests, and all filing agents, filing officers, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments are hereby directed to accept such copy of this Order or any other documents and instruments necessary and appropriate to consummate the transaction contemplated by the MIPA for such filing, registration or recording, provided that nothing herein shall relieve any entity of the obligation to pay filing fees required to be paid under non-bankruptcy law. On the Closing Date, this Order will be construed, and constitute for any and all purposes, a full and complete general assignment, conveyance, and transfer of the Equity Interests transferring good and marketable title in and to such Equity Interests to the Buyer in accordance with the MIPA.

7. At Closing, all of the Seller's right, title and interest in and to, and possession of, the Equity Interests shall be immediately vested in the Buyer pursuant to Bankruptcy Code sections 105(a), 363(b), and 363(f) free and clear of any and all interests and encumbrances, including Liens, Claims, and Liabilities. Such transfer shall constitute a legal, valid, binding, and effective transfer of the Equity Interests. All persons or entities in possession of some or all of the Equity Interests are directed to surrender possession of the Equity Interests directly to the Buyer or its designees at the Closing or at such time thereafter as the Buyer may request.

8. To the extent allowed by the financing or other contractual arrangements to which the Buyer is a party, the Buyer is hereby authorized in connection with the consummation of the Transaction to assign, transfer, allocate, or otherwise dispose of any of the

Equity Interests to and among its affiliates, designees, assignees, and/or successors (i) in a manner as it, in its sole discretion, deems appropriate and (ii) with all of the rights and protections accorded under this Order and the MIPA, and the Seller shall cooperate with and take all actions reasonably requested by the Buyer to effectuate any of the foregoing.

9. This Order: (a) shall be effective as a determination that, as of the Closing, (i) no interests, including without limitation, Liens, Claims, and Liabilities will be capable of being asserted against the Buyer or any of its assets (including the Equity Interests), (ii) the Equity Interests shall have been transferred to the Buyer free and clear of all interests, including Liens, Claims, and Liabilities, and (iii) the conveyances described herein have been effected; and (b) is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments.

10. Following Closing, all persons and entities (and their respective successors and assigns), including, without limitation, all debt security holders, equity security holders, affiliates, governmental, tax, and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants, and other creditors holding interests, including without limitation Liens, Claims, and Liabilities, of any kind or nature whatsoever arising under or out of, in connection with, or in any way relating to, the Equity Interests are hereby forever barred, estopped, and permanently enjoined from asserting such interest against the Equity Interests, the Buyer, its successors or assigns, TerraForm Private, LLC, the Project Holding Companies or the Project Companies. Following the Closing, no holder of any interest shall interfere with the

Buyer's title to the Equity Interests and ownership of TerraForm Private, LLC based on or related to any such interest, including any Lien, Claim, or Liability, or based on any action the Debtors have taken or may take in their Chapter 11 Cases. For the avoidance of doubt, nothing in this paragraph is intended to release or otherwise affect any direct claim against any of the Project Companies or Project Holding Companies or lien against any of the assets of the Project Companies or Project Holding Companies that an existing or future creditor of any of the Project Companies or Project Holding Companies may have.

11. Each person or entity that has filed financing statements or other documents or agreements evidencing interests including Liens, Claims, and Liabilities on or against the Equity Interests shall use commercially reasonable efforts to deliver to the Seller and the Buyer prior to the Closing of the Transaction in proper form for filing, and executed by the appropriate parties, termination statements, instruments of satisfaction, and releases of all such interests in or against the Equity Interests. If any person or entity that has filed financing statements or other documents or agreements evidencing interests, including without limitation Liens, Claims, or Liabilities in or against the Equity Interests shall not have delivered to the Seller prior to the Closing of the Transaction, in proper form for filing, and executed by the appropriate parties, termination statements, instruments of satisfaction, and releases of all such interests, then with regard to the Equity Interests that are purchased by the Buyer pursuant to the MIPA and this Order: (a) the Seller and the Buyer are hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Equity Interests and TerraForm Private, LLC and (b) the Buyer may seek in this Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction, and releases. This Order is deemed to be in recordable form sufficient

to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office. Notwithstanding the foregoing, the provisions of this Order authorizing the sale and assignment of the Equity Interests free and clear of all interests shall be self-executing, and neither the Seller nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and implement the provisions of this Order.

12. All persons and entities are hereby forever prohibited and permanently enjoined from taking any action to adversely affect or interfere with the ability of the Seller to transfer the Equity Interests in accordance with the MIPA and this Order; provided, however, that the foregoing restriction shall not prevent any party from appealing this Order in accordance with applicable law or opposing any appeal of this Order.

No Successor or Transferee Liability

13. The Buyer is not and shall not be deemed a successor to the Seller or any of the Releasing Parties as a result of the consummation of the Transaction. The foregoing sentence is not intended to release or otherwise affect any direct claim against any of the Project Companies or Project Holding Companies or lien against any of the assets of the Project Companies or Project Holding Companies that an existing or future creditor of any of the Project Companies or Project Holding Companies may have.

14. The Buyer shall not have any responsibility for any liability or other obligation of the Seller or its Debtor and non-Debtor Affiliates, whether known or unknown as of the Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including under any law or theory of successor or vicarious liability, antitrust law, environmental law, foreign, federal, state or local revenue law, or products liability

law; and, for the avoidance of doubt, unless otherwise explicitly provided for in the MIPA, the Buyer shall not assume any liability or other obligation of TerraForm Private, LLC, the Project Holding Companies or the Project Companies, which shall remain liabilities and obligations of the applicable entity. Without limiting the generality of the foregoing, the Buyer shall not be liable for any (a) liabilities, debts, or obligations on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the ownership of the Equity Interests prior to the Closing, (b) environmental liabilities or obligations arising from conditions first existing prior to Closing (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), or (c) liabilities, debts or obligations arising from conditions first existing or actions occurring prior to the Closing with respect to any labor, employment, or similar law, rule or regulation, including the laws specified in this paragraph 14 (including filing requirements under any such laws, rules or regulations) (all liabilities described in paragraphs 14 and 15 of this Order, "Successor or Transferee Liability"). For the avoidance of doubt, (i) nothing in this paragraph is intended to release or otherwise affect any direct claim against any of the Project Companies or lien against any of the assets of the Project Companies that an existing or future creditor of any of the Project Companies may have; and (ii) this paragraph shall be subject to paragraph 29 of this Order.

15. Except as otherwise expressly provided in this Order or the MIPA, nothing shall require the Buyer to: (a) continue or maintain in effect, or assume any liability in respect of any employee, collective bargaining agreement, pension, welfare, fringe benefit or any other benefit plan, trust arrangement or other agreements to which the Seller is a party or have any

responsibility therefor including, without limitation, medical, welfare and pension benefits payable after retirement or other termination of employment; or (b) assume any responsibility as a fiduciary, plan sponsor or otherwise, for making any contribution to, or in respect of the funding, investment, or administration of any employee benefit plan, arrangement, or agreement (including but not limited to pension plans) or the termination of any such plan, arrangement, or agreement.

16. Effective upon the Closing of the Transaction, all persons and entities are forever prohibited and enjoined from commencing or continuing in any matter any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against the Buyer or its assets (including, without limitation, the Equity Interests), with respect to any (a) Lien or Claim against the Equity Interests or (b) Successor or Transferee Liability, including, without limitation, the following actions with respect to clauses (a) and (b): (i) commencing or continuing any action or other proceeding pending or threatened; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (iii) creating, perfecting or enforcing any Lien, Claim, or Liability against the Equity Interests; (iv) asserting any setoff, right of subrogation, or recoupment of any kind; or (v) commencing or continuing any action, in any manner or place, that does not comply with, or is inconsistent with, the provisions of this Order or other orders of this Court, or the agreements or actions contemplated or taken in respect hereof.

Good Faith

17. The Buyer has acted without collusion, and in good faith in undertaking to consummate the Transaction contemplated by the MIPA. The Transaction may not be avoided, nor may any costs or damages be imposed against the Buyer under 11 U.S.C. § 363(n) or other

applicable law in connection with the MIPA and the Transaction, and the Buyer is entitled to all of the protections afforded by Bankruptcy Code section 363(m).

Releases.

18. Any settlement or compromise contained within the MIPA, including any releases by the Debtors, are approved under Bankruptcy Section 363(b) and Bankruptcy Rule 9019.

19. Each of the Releasing Parties, on its own behalf and on behalf of its Affiliates, releases all claims, demands, rights, causes of action, whether known or unknown, that it has or may have against any of the Released Parties relating to or in connection with the Equity Interests or with the Buyer's existing investments in TerraForm Private, LLC. The releases given by each of the Releasing Parties in this Order and the MIPA to the Released Parties are effective immediately upon, and only upon, the Closing of the Transaction without further order of the Court, and no further evidence other than this Order is necessary to effectuate any of such releases by each of the Releasing Parties. For the avoidance of doubt, (i) any release authorized herein is subject to the Releasing Party's authority to release such claims under applicable non-bankruptcy law, (ii) nothing herein shall be construed to release TerraForm Power, Inc., TerraForm Power, LLC or either of their respective subsidiaries from any claims, demands, rights, or causes of action, and (iii) the releases provided hereunder shall not affect the Releasing Parties' ability to enforce the terms of the MIPA against the Released Parties.

Other Provisions

20. The terms and provisions of the MIPA and this Order shall be binding in all respects upon, and shall inure to the benefit of, (i) the Seller and its respective affiliates and subsidiaries, successors and assigns, their estates, and their creditors, (ii) the Buyer, and its

affiliates, subsidiaries, successors and assigns, (iii) each of the Releasing Parties and its respective affiliates and subsidiaries, successors and assigns, and to the extent such party is a Debtor, its estate and creditors, and (iv) and any affected third parties including, but not limited to, all persons asserting interests on or against the Equity Interests, notwithstanding any subsequent appointment of any trustee(s), examiner with expanded powers, or other responsible person or officer under any chapter of the Bankruptcy Code, as to which persons such terms and provisions likewise shall be binding. Nothing contained in any chapter 11 plan confirmed in any of the Debtors' Chapter 11 Cases, any order confirming any such chapter 11 plan, any order approving wind-down or dismissal of any of the Debtors' Chapter 11 Cases or any subsequent chapter 7 cases, or any other order of any type or kind entered in the Debtors' Chapter 11 Cases shall conflict with or derogate from the provisions of the MIPA or this Order, and to the extent of any conflict or derogation between this Order or the MIPA and such future plan or order, the terms of this Order and the MIPA shall control.

21. The MIPA and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, in a writing signed by all parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates. To the extent that any such proposed modification, amendment, or supplement has a material adverse effect on the Debtors' estates, such proposed modification, amendment, or supplement shall be subject to the consent of the Required Tranche A Lenders and Tranche B Required Consenting Parties (each as defined in the DIP Credit Agreement). This Order is not intended to conflict with any provision of the MIPA, but to the extent that any

conflict exists, this Order shall govern and control; provided that, in all instances, the parties shall endeavor to interpret the MIPA and this Order in concert.

22. The Buyer shall not be required to seek or obtain relief from the automatic stay under Bankruptcy Code section 362 to implement the MIPA and consummate the Transaction contemplated therein and enforce any of its remedies under the MIPA or any other sale-related document, or to effectuate the releases granted by the Releasing Parties. The automatic stay imposed by Bankruptcy Code section 362 is modified solely to the extent necessary to implement the preceding sentence, provided however that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

23. The requirements set forth in Bankruptcy Rules 6003(b) and 6004 have been satisfied or otherwise deemed waived.

24. As provided by Bankruptcy Rules 7062 and 9014, the terms and conditions of this Order shall be effective and enforceable immediately upon entry and shall not be subject to the stay provisions contained in Bankruptcy Rule 6004(h). Time is of the essence in closing the sale, and the Seller and the Buyer intend to close the sale as promptly as practicable following entry of this Order.

25. The provisions of this Order and the MIPA are non-severable and mutually dependent. The provisions of this Order shall be self-executing.

26. Notwithstanding anything to the contrary contained herein, any authorizations granted hereunder or proceeds obtained by the Seller pursuant to the Transaction shall be subject to any applicable requirements imposed on the Debtors under the *Final Order (I) Authorizing Debtors to (A) Obtain Senior Secured, Superpriority, Postpetition Financing Pursuant to Bankruptcy Code Sections 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1),*

and 364(e) and (B) Utilize Cash Collateral Pursuant to Bankruptcy Code Section 363, and (ii) Granting Adequate Protection to Prepetition Secured Parties Pursuant to Bankruptcy Code Sections 361, 362, 363 and 364 [Docket No. 523] (the "Final DIP Order"), the DIP Credit Agreement (as defined in the Final DIP Order), and the other DIP Loan Documents, including, for the avoidance of doubt, the requirement that all Net Asset Sale Proceeds (as defined in the DIP Credit Agreement) obtained by the Seller pursuant to the Transaction shall be deposited in the Collateral Proceeds Account (as defined in the DIP Credit Agreement) unless otherwise approved by the requisite Lenders (as determined in accordance with the DIP Credit Agreement).

27. The requirements set forth in Local Bankruptcy Rule 9013-1(b) are satisfied by the contents of the Motion.

28. The failure to specifically include any particular provisions of the MIPA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the MIPA be authorized and approved in its entirety; provided, however, that this Order shall govern if there is any direct conflict, and only to the extent of such conflict, between the MIPA (including all ancillary documents executed in connection therewith) and this Order.

29. Notwithstanding any other provision of this Order or the MIPA, nothing in this Order or the MIPA releases, nullifies, precludes or enjoins the enforcement of any liability to a governmental unit under police and regulatory statutes or regulations (including but not limited to environmental laws or regulations), and any associated liabilities for penalties, damages, cost recovery, or injunctive relief that any entity would be subject to as the owner, lessor, lessee, or operator of property that is the subject of the Transaction after the date of entry of this Order. Nothing contained in this Order or in the MIPA shall in any way diminish the obligation of any

entity, including the Debtors, to comply with environmental laws. Nothing in this Order or the MIPA authorizes the transfer to the Buyer of any licenses, permits, registrations, or governmental authorizations and approvals without the Buyer's compliance with all applicable legal requirements under non bankruptcy law governing such transfers.

30. This Court shall retain exclusive jurisdiction to, among other things, interpret, enforce, and implement the terms and provisions of this Order and the MIPA, including all amendments thereto, any waivers, releases and consents thereunder, and of each of the agreements executed in connections therewith in all respects, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Transaction. This Court retains jurisdiction to compel delivery of the Equity Interests, to protect the Buyer and its assets, including the Equity Interests, against any Claims, Liens, or Liabilities including Successor or Transferee Liability and to enter orders, as appropriate, pursuant to sections 105 or 363 (or other applicable provisions) of the Bankruptcy Code necessary to transfer the Equity Interests to the Buyer.

Dated: New York, New York
__________________, 2016

____
HONORABLE STUART M. BERNSTEIN