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) APPROVING THE SALE OF CERTAIN EQUITY INTERESTS IN SEVEN MINNESOTA PROJECTS FREE AND CLEAR, (B) APPROVING CERTAIN RELEASES IN CONNECTION THEREWITH, AND (C) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the Debtors for entry of an order (this "Order") pursuant to sections 105(a), 363(b), 363(f), 363(m), 365, 541(a), 1107, and 1108 of title 11 of the United States Code (as amended, the "Bankruptcy Code"), and Rules 2002, 6004, 9006, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") (a) authorizing SunE MN Development, LLC (the "Seller") to sell and transfer 100% of the outstanding

[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); 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 PSA, as applicable.

membership interests (collectively, the "Equity Interests") in those Minnesota project companies listed on Schedule 1.1 of the PSA (defined below) ("Project Companies") to Ecoplexus, Inc. (the "Buyer") in accordance with that certain Purchase and Sale Agreement, dated as of January 26, 2017 (together with all related agreements, documents or instruments and all exhibits, schedules, and supplements to any of the foregoing, the "PSA", and the transactions described therein, the "Transactions"),[3] by and among the Seller and the Buyer, Free and Clear, with all 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, (b) authorizing Sun Edison LLC to transfer the Seller Permits (as defined in the Motion) to the applicable Project Company or Buyer, as Buyer directs, at Closing in accordance with the PSA, and (c) approving certain releases by, among other parties, Seller and its affiliated Debtor entities SunEdison, Inc., SunE Minnesota Holdings LLC, SunE MN Development Holdings LLC and SunEdison LLC (collectively, the "Releasing Parties") of any Interests against or in Buyer, any of the Project Companies, and affiliates, successors and related entities of Buyer or the Project Companies ("Released Parties") in connection therewith; and the Court having held a hearing on January 27, 2016 (the "Sale Hearing") to approve the proposed Transactions as set forth in the PSA; and the Court having reviewed and considered (a) the Motion, (b) the First Day Declaration, (c) the Youneszadeh Declaration, (d) the objections to the Motion, 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

[3] A copy of the PSA is attached hereto as Exhibit A.

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:[4]

A. **Jurisdiction and Venue**. This Court has jurisdiction (i) to consider the Motion and (ii) over the property of Debtors, including the Equity Interests and the Seller Permits to be sold, transferred, and conveyed pursuant to the PSA, 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), 365, 541(a), 1107, and 1108, and Bankruptcy Rules 2002, 6004, 9006, 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 No. 2069, and based on the representations of counsel at the Sale Hearing and/or the

[4] 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.

Certificate of No Objection, (i) proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, the PSA, and the Transactions contemplated therein has been provided in accordance with Bankruptcy Code sections 102(1), 363, and 365 and Bankruptcy Rules 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 Debtors, including without limitation Seller, SunE Minnesota Holdings, LLC, SunE MN Development Holdings, Inc., SoCore MN Acquisitions, LLC, a Delaware limited liability company ("SoCore"), EcoPlexus, Inc., a Delaware corporation ("EcoPlexus") and the Platform Buyer; (iii) all known creditors who filed security interests or recorded liens against the assets of SunEdison Origination1, LLC, SunE Origination Holdings, LLC and the Project Companies or commenced litigation against any such entity have been given proper, timely, adequate and sufficient notice; and (iv) no other or further notice of the Motion, the Sale Hearing, the PSA, or the Transactions 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.

F. **Business Justification**. The Seller has articulated good and sufficient business reasons justifying the Transactions and that they be completed as a private sale,

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 Transactions are not closed promptly, and (iii) the PSA was the highest or otherwise best offer 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 PSA constitutes the highest or otherwise best offer for the Equity Interests, (ii) the PSA and the closing of the Transactions as a private sale present the best opportunity to realize the highest value for the Equity Interests and is in the best interest of the estate, and (iii) any other transaction would create a substantial risk of delay and a significant reduction in value.

G. **Condition to Transactions**. Entry of this Order approving the PSA and all the provisions thereof is a condition precedent to the Buyer's obligation to consummate the Transactions.

H. **Non-Insiders**. Neither the Buyer nor any of its affiliates, present or contemplated members, officers, directors, or its sole shareholder, 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.

I. **Good Faith Purchaser**. The Buyer is a good faith purchaser for value of the Equity Interests, and the sale price was not controlled by an agreement among potential bidders. But for the good faith finding and releases in the PSA and in this Order, the Buyer would not have entered into the PSA and would not consummate the Transactions.

J. **Free and Clear**. The Seller may sell the Equity Interests Free and Clear, including without limitation Encumbrances, Liens, Claims, and Liabilities (except Permitted

Encumbrances) against the Seller, its estates, and the Equity Interests because, in each case: (a) such entity holding the Interest has either consented or, through its failure to object to the Motion, is deemed to have consented in accordance with section 363(f)(2); or (b) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such Interest. The sale of the Equity Interests is a permitted disposition under the DIP Credit Agreement and Seller may transfer the Equity Interests free and clear of any and all Liens as permitted by the DIP Credit Agreement at the Closings of the transfer of the Equity Interests of each Project Company, as such Closings for the Project Companies may occur pursuant to the terms of the PSA.

K. **Prompt Consummation**. To maximize the value of the Equity Interests, it is essential that the Transactions occur within the timeframe set forth in the PSA. Therefore, time is of the essence in consummating the Transactions, and the Seller and the Buyer intend to close the Transactions as soon as reasonably practicable.

L. **Legal, Valid Transfer**. The Equity Interests constitute property of the Seller's estate within the meaning of section 541(a) of the Bankruptcy Code.

M. **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 Transactions.

N. **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 PSA neither impermissibly restructures the rights of the Seller's creditors nor impermissibly dictates the terms of a liquidating plan for the Seller. Neither the PSA nor the Transactions contemplated thereby constitute a s*ub rosa* chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford.

O. **Project Companies**. None of the Project Companies' assets have been pledged as credit support for any DIP financing in the Chapter 11 Cases and none of the assets of the Project Companies have been, are or shall become subject to this Court's jurisdiction in connection with the Transactions approved herein.

P. **Assumption and Assignment of Seller Permits**. Sun Edison LLC has demonstrated that it is an exercise of their sound business judgment to assume and assign the Seller Permits to the Project Companies or the Buyer, at Buyer's direction, in connection with the consummation of the Transaction, and the assumption and assignment of the Seller Permits is in the best interests of the Debtors, their estates, and their creditors. The Seller Permits being assigned to the Project Companies or the Buyer, at Buyer's direction, are integrally related to the Equity Interests being purchased by the Buyer and, accordingly, such assumption and assignment of the Seller Permits is reasonable, enhances the value of the Debtors' estates, and does not constitute unfair discrimination.

Q. **Cure/Adequate Assurance**. There is zero cure associated with the Seller Permits. Therefore, Sun Edison LLC shall have (i) cured, or has provided adequate assurance of cure, upon or following Closing, of any default existing prior to the date of Closing under the Seller Permits, within the meaning of Bankruptcy Code section 365(b)(1)(A), and (ii) provided compensation, or adequate assurance of compensation, to any party for any actual pecuniary loss to such party resulting from a default prior to the date of Closing under the Seller Permits within the meaning of Bankruptcy Code section 365(b)(1)(B). The Buyer has provided adequate assurance of future performance of and under the Seller Permits within the meaning of Bankruptcy Code section 365(b)(1)(C).

R. **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 PSA, including any amendments, supplements, and modifications thereto, and all of the terms and conditions therein, is hereby approved.

4. The Transactions are hereby approved and authorized. 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 PSA. Moreover, the releases given by the Releasing Parties to the Released Parties are hereby approved and authorized without any further action by any of the parties affected thereby, and shall be effective upon the first Closing of the Transactions 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 PSA 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 PSA 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 applicable Closing Date Free and Clear of all Interests, including without limitation, Liens, Claims, Liabilities, and Encumbrances (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 applicable Closing Date and such transfer shall vest the Buyer with good and marketable title. Any Liens will attach to the proceeds of the Transactions 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 Project Companies or the Buyer on account of such Interest.

6. Following the applicable Closing for the Equity Interests for each Project Company, 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 Liens, Claims, Encumbrances and 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 Transactions contemplated by the PSA 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 PSA.

7. All persons or entities in possession of some or all of the Equity Interests are directed to surrender possession of the applicable Equity Interests directly to the Buyer or its designees at the applicable Closing or at such time thereafter as the Buyer may request.

8. The Buyer may in connection with the consummation of the Transactions to assign, transfer, allocate, or otherwise dispose of any of the Equity Interests to and among its affiliates, designees, assignees, and/or successors in a manner as it, in its sole discretion, deems appropriate. 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 each Closing, (i) no Liens, Claims, Encumbrances or Interests 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, 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 each applicable 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 Liens, Claims, Encumbrances or Interests 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 Liens, Claims, Encumbrances or Interests against the Buyer, its successors or assigns, the Equity Interests or the Project Companies. Following the Closing, no holder of any Lien, Claim, Encumbrance or Interest shall interfere with the Buyer's title to the Equity Interests and ownership of the Project Companies based on or related to any such Lien, Claim, Encumbrance or Interest, 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 lien against any of the Assets of the Project Companies that an existing or future creditor of any of the Project Companies may have. The foregoing restrictions shall not prevent any party from appealing this Order in accordance with applicable law or opposing any appeal of this Order.

11. Each person or entity that has filed financing statements or other documents or agreements evidencing Liens, Claims, Encumbrances, or Interests 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 Transactions in proper form for filing, and executed by the appropriate parties, termination statements, instruments of satisfaction, and releases of all such Liens and Claims on or against the Equity Interests. If any person or entity that has filed financing statements or other documents or agreements evidencing Liens, Claims, Encumbrances or Interests on or against the Equity Interests shall not have delivered to the Seller prior to the

Closing of the Transactions, in proper form for filing, and executed by the appropriate parties, termination statements, instruments of satisfaction, and releases of all such Liens, Claims, Encumbrances, or Interests, then only with regard to the Equity Interests and the Project Companies that are purchased by the Buyer pursuant to the PSA 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, the Assets Held for the Benefit of the Project Companies and Project Companies 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 of all Liens, Claims, Encumbrances or Interests. 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 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.

No Successor or Transferee Liability

12. 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 Transactions. The foregoing sentence is not 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.

13. The Buyer shall not have any responsibility for any liability or other obligation of the Debtors, whether known or unknown as of the Closing; provided, however, for the avoidance of doubt, unless otherwise explicitly provided for in the PSA, the Buyer shall not assume any liability or other obligation of the Project Companies, which shall remain liabilities and obligations of the applicable Project Company. Except to the extent provided in paragraph 30, 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 13 (including filing requirements under any such laws, rules or regulations) (all liabilities described in paragraphs 13 and 14 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 that an existing or future creditor of any of the Project Companies may have; and (ii) in the event of any conflict between this paragraph and paragraph 30 of this Order, paragraph 30 shall govern.

14. Except as otherwise expressly provided in this Order or the PSA, nothing in this Order 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.

Good Faith

15. The Buyer is entitled to all of the protections afforded by Bankruptcy Code section 363(m).

Releases

16. Each of the Releasing Parties releases (i) all claims, demands, rights, causes of action that it has or may have against the Project Companies and (ii) all claims, demands, rights, causes of action arising out of or related to the PSA or the Transactions that it has or may have against the Buyer and any affiliates. The releases given by each of the Releasing Parties in this Order and the PSA to the Buyer and the Project Companies are effective immediately upon the first Closing of the Transactions 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, any release authorized herein is subject to the Releasing Party's authority to release such claims under applicable non-bankruptcy law.

Assumption and Assignment of the Seller Permits

17. Pursuant to Bankruptcy Code sections 105(a) and 365, and subject to and conditioned upon the applicable Closing of the Transactions, Sun Edison LLC's assumption and assignment to the Project Companies or the Buyer, at Buyer's direction, of the Seller Permits (in accordance with the terms of the PSA) is hereby approved, and the requirements of Bankruptcy Code sections 365(b)(1) with respect thereto are hereby deemed satisfied.

18. Sun Edison LLC is hereby authorized and directed in accordance with Bankruptcy Code sections 105(a), 363, and 365, to (a) assume and assign to the applicable Project Company or the Buyer, at the Buyer's direction, effective upon the Closing Date of the Transactions, the applicable Seller Permits, and (b) execute and deliver to the Buyer such documents or other instruments as may be necessary to assign and transfer the Seller Permits to the applicable Project Company or Buyer.

19. The zero Cure Amounts is the sole amount necessary to be paid by Sun Edison LLC upon assumption of the Seller Permits under sections 365(b)(1)(A) of the Bankruptcy Code, and the payment of the applicable Cure Amount shall, subject to the terms of the PSA, (a) effect a cure of all defaults existing under the Seller Permits as of and including the Closing Date (if any), and (b) compensate the counterparty to the Seller Permits for any actual pecuniary loss resulting from all defaults existing under the Seller Permits as of and including the Closing Date. To the extent the counterparties to the Seller Permits failed to timely object to the proposed Cure Amount, such Cure Amount shall be deemed to be finally determined and the counterparty shall be prohibited from challenging, objecting to, or denying the validity and finality of the Cure Amount at any time, and such Cure Amount, when paid, shall completely cure and remedy any breach or default with respect to the Seller Permits.

20. Upon Sun Edison LLC's assumption and assignment of the Seller Permits under the provisions of this Order, no default and no circumstance or event which, with notice or passage of time, or both, would constitute a material breach or default, shall exist under the Seller Permits, and no counterparty to the Seller Permits shall be permitted to declare or enforce a default by and of the Debtors (including Sun Edison LLC) or the Buyer thereunder or otherwise take action against the Buyer as a result of any of the Debtors' financial condition, change in control, bankruptcy, or failure to perform any of its respective obligations under the Seller Permits. Any provision in the Seller Permits that prohibits or conditions the assignment of the Seller Permits or allows the counterparty thereto to terminate, recapture, impose any penalty, condition on renewal or extension, or modify any term or condition upon such assignment, constitutes an unenforceable anti-assignment provision that is void and of no force and effect in connection with the assumption and assignment of the Seller Permits to the Buyer. The failure of any of the Debtors or the Buyer to enforce at any time one or more terms or conditions of the Seller Permits shall not be a waiver of such terms or conditions, or of the Debtors' and the Buyer's rights to enforce every term and condition of the Seller Permits.

Other Provisions

21. The terms and provisions of the PSA 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, 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) any affected third parties including, but not limited to, all persons asserting Liens, Claims, Encumbrances and 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 PSA or this Order, and to the extent of any conflict or derogation between this Order or the PSA and such future plan or order, the terms of this Order and the PSA shall control.

22. The PSA 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) and further order of the Court. This Order is not intended to conflict with any provision of the PSA, 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 PSA and this Order in concert.

23. The Buyer shall not be required to seek or obtain relief from the automatic stay under Bankruptcy Code section 362 to implement the PSA and consummate the Transactions contemplated therein and enforce any of its remedies under the PSA or any other

sale-related document, or to effectuate the releases granted by the Releasing Parties, certain of which are Debtor entities. 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.

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

25. 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.

26. The provisions of this Order and the PSA are non-severable and mutually dependent.

27. Notwithstanding anything to the contrary contained herein, any authorization contained herein and any proceeds obtained by the Seller pursuant to the Transactions 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") and the other DIP Loan Documents.

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

29. The failure to specifically include any particular provisions of the PSA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the PSA 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 PSA (including all ancillary documents executed in connection therewith) and this Order.

30. Notwithstanding any other provision of this Order or the PSA, nothing in this Order or the PSA 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 Transactions after the date of entry of this Order. Nothing contained in this Order or in the PSA shall in any way diminish the obligation of any entity, including the Debtors, to comply with environmental laws. Nothing in this Order or the PSA 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.

31. This Court shall retain exclusive jurisdiction to, among other things, interpret, enforce, and implement the terms and provisions of this Order and the PSA, including all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Transactions. This Court retains jurisdiction to

compel delivery of the Equity Interests and the Seller Permits, to protect the Buyer and its assets, including the Equity Interests, against any Claims, Liens, Encumbrances, Interests, and 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 and the Seller Permits to Buyer or the Project Companies, as Buyer directs.

Dated: New York, New York

February 1, 2017

/s/ STUART M. BERNSTEIN
HONORABLE STUART M. BERNSTEIN

MEMBERSHIP INTEREST PURCHASE AND SALE AGREEMENT

dated as of

January [_], 2017

between

SunE MN Development, LLC

as Seller

and

Fresh Air Energy II, LLC

as Buyer

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[*To be updated prior to closing*]

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MEMBERSHIP INTEREST PURCHASE AND SALE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AND SALE AGREEMENT (this "**Agreement**"), dated as of [_____] (the "**Agreement Date**"), is entered into by and between SunE MN Development, LLC, a Delaware limited liability company ("**Seller**"), and Fresh Air Energy II, LLC, a Delaware limited liability company ("**Buyer**") (Seller and Buyer being sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**"), with reference to the following:

RECITALS

A. Seller indirectly owns 100% of the outstanding membership interests (the "**Equity Interests**") in those project companies listed on Schedule 1.1 attached hereto and incorporated by reference herein (each a "**Project Company**" and collectively, the "**Project Companies**");

B. Each Project Company (including through its Affiliates) owns certain assets and has undertaken certain activities in connection with the development of photovoltaic solar facilities located in Minnesota (each, a "**Project**") and listed on Schedule 1.1.

C. On or prior to the date hereof, SunE Minnesota Holdings, LLC and SunE MN Development Holdings, LLC, each a Delaware limited liability company (the "**Asset Holding Companies**") have transferred to the Project Companies or Seller all solar energy development assets owned by the Asset Holding Companies prior to the Agreement Date related to the Projects (the "**Project Assets**").

D. Seller desires to sell, transfer and assign to Buyer, and Buyer desires to acquire and assume from Seller the Equity Interests.

E. Seller and its upstream parent companies have determined that it is and will be advisable and in the best interests of their estates and the beneficiaries of such estates to consummate the transactions provided for herein and the Bankruptcy Sale Order (defined below).

F. The Parties intend to effect, among other things, this transaction through entry of an order by the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") approving among certain other matters, this Agreement and certain releases described herein, and authorizing Seller to consummate the transactions (each a "**Transaction**", and collectively, the "**Transactions**") contemplated hereby and by the other transaction documents.

G. The Transactions will be subject to, among other things, the approval of the Bankruptcy Court and will be consummated only pursuant to the Bankruptcy Sale Order to be entered in the Bankruptcy Cases.

In consideration of the mutual covenants and agreements in this Agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Defined Terms. Capitalized terms used in this Agreement (including in the recitals hereto) without other definition shall have the following meanings, unless the context clearly requires otherwise:

"**Action**" means any action, cause of action, claim (including cross-claim or counterclaim), charge, complaint, suit, hearing, proceeding, arbitration, demand, investigation or official inquiry (whether civil, criminal, administrative, judicial, investigative, or appellate), except the Bankruptcy Cases and the bankruptcy proceedings of Seller's Affiliates.

"**Affiliate**" means, with respect to a Person, any other Person that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such first Person.

"**Agreement**" means this Membership Interest Purchase and Sale Agreement, including all Exhibits, Schedules and other attachments hereto, as amended, restated or otherwise modified from time to time.

"**Agreement Date**" has the meaning given in the preamble to this Agreement.

"**Agreement Time**" means the time on the Agreement Date at which the Parties have executed and delivered this Agreement.

"**ALTA Survey**" means a property survey of the applicable Project Site prepared to the minimum requirements set forth by the American Land Title Association and American Congress on Surveying and Mapping.

"**Assets**" means all assets, properties, contracts, rights and interests of every kind, nature, character and description, whether real, personal or mixed, tangible or intangible, and wherever situated and any goodwill related to the foregoing that are owned or leased by a Project Company or that a Project Company has a contractual or other legal right to use (including all studies and reports with respect to solar production, archaeological and cultural artifacts, flora and fauna, geotechnical features and biological resources).

"**Asset Holding Companies**" has the meaning given in Recital C.

"**Assignment Agreement**" means an agreement substantially in the form attached hereto as Exhibit A, which provides for the assignment of the Equity Interests of the applicable Project Company) subject to a Closing by Seller to Buyer.

"**Bankruptcy Cases**" and "**Chapter 11 Cases**" mean the jointly administered cases currently proceeding under chapter 11 of the Bankruptcy Code commenced in the Bankruptcy Court of the Southern District of New York and styled In re SunEdison, Inc., et al., Case No. 16-10992 (SMB) (Jointly Administered), including such case commenced by Seller (8669).

"**Bankruptcy Code**" means Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§101, *et seq*.

"**Bankruptcy Court**" has the meaning set forth in Recital F.

"**Bankruptcy Rules**" means the Federal Rules of Bankruptcy Procedure.

"**Bankruptcy Sale Motion**" means a motion pursuant to Bankruptcy Code Section 363, including, without limitation subsection (f) thereof, filed and served in accordance with all applicable Federal and local rules of procedure and Orders entered in the Bankruptcy Cases requesting, *inter alia*, that the Bankruptcy Court: (a) approve the sale as provided in this Agreement as a private sale not subject to additional competitive bidding and approve this Agreement and the releases of the Releasing Parties, (b) enter findings that Buyer shall not be deemed a successor to Seller, (c) make certain findings that the Agreement and sale are not fraudulent conveyances, (d) find that Buyer is entitled to the protections of Bankruptcy Code Section 363(m), (e) grant a waiver of the stay under Bankruptcy Rule 6004(h), and (f) such other matters as Buyer may reasonably request.

"**Bankruptcy Sale Order**" means an Order of the Bankruptcy Court in the Bankruptcy Cases, in all respects reasonably acceptable to the Parties, pursuant to Sections 105, 363, including, without limitation, Section 363(f), and 365 of the Bankruptcy Code, inter alia, (i) authorizing and approving the Free and Clear sale of the Equity Interests to Buyer on the terms and conditions set forth herein, (ii) authorizing and approving releases of liability related to the Transactions by the Debtor Releasing Parties in favor of Buyer and each Project Company, and (iii) containing findings of fact and conclusions of law that Buyer has acted in "good faith" within the meaning of Section 363(m) of the Bankruptcy Code, which order shall in any event provide that, on the Closing Date and concurrently with the Closing, the Equity Interests shall be transferred to Buyer Free and Clear. The Bankruptcy Sale Order shall be deemed reasonably acceptable to the extent that the Bankruptcy Court requires changes of a similar nature to those shown on Docket No. 2270 of the Chapter 11 Cases, provided that the Bankruptcy Sale Order does not materially alter the terms of this Agreement.

"**Basket Amount**" has the meaning given in Section 7.2.2.

"**Base Price**" has the meaning given in Section 2.2.2.

"**Benefit Plan**" means any employee benefit plan, as that term is defined in Section 3(3) of ERISA, or other material pension, bonus, profit sharing, stock option or other agreement or arrangement providing for employee remuneration or benefits, including a multiemployer plan, as that term is defined in Section 4001(a)(3) of ERISA.

"**Books and Records**" means the minute books, membership interest certificates, membership interest transfer ledgers and Charter Documents of the Project Company, any and all data, reports, accounting records, Tax records (other than income Tax records and workpapers of Seller or any of its Affiliates other than the Project Company), material correspondence, maps, surveys, engineering documents, reports and other material business records relating to the Project or the Project Company that are, or have been, generated or commissioned by the Project Company, Seller or its Affiliates, and are in their possession, prior to the Closing.

"**Business Day**" means any day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are required or authorized by Law to close.

"**Buyer**" has the meaning given in the preamble to this Agreement.

"**Buyer Material Adverse Effect**" means any changes, circumstances, events, conditions, occurrences or developments that, individually or in the aggregate, prevent or impair or would reasonably be expected to prevent or impair in any material respect the ability of Buyer to perform its obligations under this Agreement or the other Transaction Documents to which Buyer is a party or prevent or materially impede, interfere with, hinder or delay the consummation of the transactions contemplated hereby.

"**Buyer Parent**" means Ecoplexus, Inc., a Delaware corporation.

"**Buyer Parent Guaranty**" means a guaranty, dated as of the Agreement Date, by Buyer Parent in favor of Seller, in the form attached hereto as Exhibit I.

"**Buyer's Knowledge**" means the actual knowledge after reasonable inquiry and investigation of the persons set forth for Buyer on Schedule 1.2.

"**Buyer-Related Reason**" means any reason that: (i) is provided to Seller by an Existing Subscriber in a signed writing (which for purposes of this definition of Buyer-Related Reason shall include an electronic communication containing the name and title of the sender) from an authorized representative of such Existing Subscriber, which such signed writing shall be delivered by Seller to Buyer (including by means of physical or digital copy); and (ii) relates to (x) the financial wherewithal of Buyer to fulfill its obligations in connection with the relevant Subscription Agreement or (y) the ability of Buyer to operate or maintain the relevant Project throughout the term of the relevant Subscription Agreement. Any Dispute relating to a Buyer-Related Reason shall be subject to the dispute resolution procedures set forth in Article 9; *provided*, in the event that such a Dispute is not resolved within five (5) days after a Party's receipt of written notice from the other Party thereof, either Party may, without any further obligation to proceed with the procedures set forth in Section 9.1, pursue any remedy available to it under Section 9.2.

"**Charter Documents**" means, with respect to any Person, all organizational documents and all limited liability company agreements, member agreements or similar Contracts relating to the ownership or governance of such Person.

"**Claim**" has the meaning ascribed by Bankruptcy Code Section 101(5), including all rights, including without limitation rights of first or last negotiation, rights of first or last offer or refusal, and call rights, claims, causes of action, defenses, debts, demands, damages, offset rights, setoff rights, recoupment rights, obligations, and liabilities of any kind or nature under contract, at Law or in equity, known or unknown, contingent or matured, liquidated or unliquidated, and all rights and remedies with respect thereto.

"**Closing**" has the meaning given in Section 3.1.

"**Closing Actions**" has the meaning given in Section 3.2.

"**Closing Date**" has the meaning given in Section 3.1.

"**Closing Date Payment**" means either the Priority Closing Date Payment or Non-Priority Closing Date Payment, as applicable.

"**Closing Deadline**" means, with respect to each Project, the date set forth in the Closing Deadline column of Schedule 2.3.

"**COD**" means the achievement of commercial operation for the applicable Project (as determined in accordance with the Subscription Agreements applicable to such Project).

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

"**Compliance Regulations**" means anti-corruption, anti-money laundering, anti-terrorism and economic sanction and anti-boycott laws, including, without limitation, international anti-corruption conventions such as the United Nations Convention Against Bribery, the United States Foreign Corrupt Practices Act, and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, USA Patriot Act of 2001, and in each case any applicable implementing legislation of the foregoing.

"**Contract**" means any agreement, contract, lease, consensual obligation, promissory note, evidence of indebtedness, purchase order, letter of credit, license, promise, letter of intent, memorandum of understanding or undertaking of any nature (whether written or oral and whether express or implied).

"**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or in its capacity as sole or managing member, by contract or otherwise. The term "**Control**" when used as a verb in the referenced clauses shall have a correlative meaning.

"**CSG Deposit Fees**" means the required $100 per kilowatt (AC) deposit required under the CSG Program Rules.

"**CSG Program Rules**" means the CSG Program Tariff, the DG Interconnection Tariff, any and all Orders of the Minnesota Public Utilities Commission related thereto and Minnesota Statute §216B.1641.

"**CSG Program Tariff**" means Section 9 (Cogeneration and Small Power Production) of Xcel Energy's Electric Rate Book as approved by the Minnesota Public Utilities Commission.

"**Data Room**" means all documents and materials posted to the IntraLinks website in the folder named "Project Sunrise – C&I Platform – Folder 2.6: Minnesota Phase II Portfolio".

"**Debtor**" means a Person for which one of the Bankruptcy Cases is pending.

"Detailed Design Interconnection Costs" for each Project is set forth in Schedule 1.1.

"**DG Interconnection Tariff**" means Section 10 (Distributed Generation Standard Interconnection and Power Purchase Tariff) of Xcel Energy's Electric Rate Book as approved by the Minnesota Public Utilities Commission.

"**DIP Liens**" means "DIP Liens" as defined in the DIP Order.

"**DIP Order**" means 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 entered in Case No. No. 16-10992 (SMB) (Bankr. S.D.N.Y. June 9, 2016) at Docket No. 523.

"**Discretionary Permits**" means those Permits that are not routinely granted on application as a primarily administrative matter by the applicable Governmental Person, including specifically Interim Use Permits and Conditional Use Permits granted under Minn. Stat. § § 462.3597 and 462.3595, respectively; *provided*, "Discretionary Permits" do not include road use permits, tree removal or trimming permits, water quality or stormwater runoff permits, or construction or building permits.

"**Dispute**" has the meaning given in Section 9.1.

"**Ecoplexus**" has the meaning given in Section 3.3.8.2.

"**Encumbrance**" means, to the extent not considered a Lien, any security interest, lien, collateral assignment, right of setoff, debt, obligation, liability, pledge, levy, charge, escrow, encumbrance, option, right, including without limitation any right of first or last negotiation, right of first or last offer or refusal, or call right, restriction (whether on transfer, disposition or otherwise), third-party right, right limited to Seller personally, other agreement term tending to limit any right or privilege of Seller under any Contract, conditional sale contract, title retention contract, mortgage, lease, deed of trust, hypothecation, indenture, security agreement, easement, license, servitude, proxy, voting trust, transfer restriction under any shareholder or similar agreement, or any other agreement, arrangement, contract, commitment, understanding or obligation of any kind whatsoever, whether written or oral, or imposed by any Law, equity or otherwise.

"**Environmental Claim**" means any and all administrative or judicial actions, suits, claims, Liens, written notices, written complaints, demands, investigations or docketed legal proceedings, whether criminal or civil, relating to any of the Project or the Project Company based upon, alleging, asserting, or claiming any actual or potential (a) violation of any Environmental Law or (b) liability under any Environmental Law for investigatory costs, cleanup costs, removal costs, remedial costs, response costs, natural resource damages, property damage, personal injury, fines, or penalties arising out of, based on, resulting from, or related to the presence, Release, or threatened Release into the environment, of any Hazardous Material.

"**Environmental Law**" means any and all applicable Laws and any amendments thereto (whether public law, rule, order, regulation, or otherwise), directives, judgments, and other binding legal requirements promulgated or entered into by any Governmental Person relating to (a) the

pollution or protection of the air, water, land, wildlife, plants or other natural resources, (b) the generation, use, handling, treatment, storage, disposal, Release or threatened Release and transportation of and exposure to Hazardous Materials; or (c) protection of human health and worker health and safety as it pertains to exposure to Hazardous Materials, including but not limited to: CERCLA; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 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 Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq.; the Oil Pollution Act of 1990, 33 U.S.C. § 2701 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §651 et seq.; and any similar or implementing state or local Law, all amendments or regulations promulgated thereunder.

"**Equity Interests**" has the meaning given in the recitals to this Agreement.

"**ERISA**" means the Employee Retirement Income Security Act of 1974.

"**Escrow Account**" has the meaning given in Section 2.5.

"**Escrow Agreement**" has the meaning given in Section 2.5.

"**Escrow Amount**" has the meaning given in Section 2.5.

"Estimated Interconnection Costs" for each Project is set forth in Schedule 1.1.

"**Existing Credit Support**" means, collectively, the letters of credit, cash deposits and other forms of credit support posted for the benefit of the applicable Project Company.

"**Existing Subscriber**" means a Person designated as a "Subscriber" in Part A of Schedule 3.3.15, in its capacity as a party to the Subscription Agreement set forth adjacent to the name of such Person in Part A of Schedule 3.3.15.

"**Final Order**" means an order of the Bankruptcy Court or any other court of competent jurisdiction (a) as to which the time to appeal shall have expired and as to which no appeal shall then be pending or (b) if a timely appeal shall have been filed or sought, either (i) no stay of the Order shall be in effect, (ii) no motion or application for a stay of the Order shall be filed and pending or such motion or application shall have been denied, or (iii) if such 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.

"**Financial Statements**" has the meaning given in Section 4.2.16.

"**Free and Clear**" means free and clear of all Liens, Claims, Interests or Encumbrances of Seller, all Affiliates of Seller, and all third parties (including all successor liability Claims, including any successorship obligations under any collective bargaining agreement, and/or with respect to any Benefit Plan), other than Permitted Encumbrances.

"**Fundamental Representations**" has the meaning given in Section 7.2.1.

"**GAAP**" means generally accepted accounting principles as in effect in the United States of America from time to time, consistently applied.

"**Governmental Approval**" means any authorization, approval, consent, license, ruling, permit, tariff, certification, exemption, order, recognition, grant, confirmation, clearance, filing or registration by or with any Governmental Person.

"**Government Official**" means any officer or employee or family member of an officer or employee of a government, or department (whether executive, legislative, judicial or administrative), agency or instrumentality of such government, including any government-owned business, or a public international organization; or any person acting in an official capacity for or on behalf of such government, or any candidate for public office or representative of a political party.

"**Governmental Person**" means any federal, national, regional, state, municipal or local government, any political subdivision or any governmental, judicial, public or statutory instrumentality, tribunal, court, agency, authority, body or entity, or other regulatory bureau, authority, body or entity having legal jurisdiction over the matter or Person in question, other than the Bankruptcy Court.

"**Hazardous Materials**" means any substance, waste, contaminant or material that is listed, defined, designated, classified or regulated as hazardous, radioactive or toxic, or as a pollutant or contaminant, under or pursuant to any Environmental Law, including materials defined as hazardous substances pursuant to Section 101(14) of CERCLA, as a "hazardous substance," "extremely hazardous substance," "hazardous material," "hazardous waste," "infectious waste," "medical waste," "toxic substance," "toxic pollutant," or any other formulation intended to classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, or reproductive toxicity; and pollutants, effluents, residues, contaminants, asbestos, petroleum (including all petroleum-related products, by-products, and wastes), polychlorinated biphenyls, urea formaldehyde, radon gas, methane gas, radioactive materials (including any source, special nuclear, or by-product material), explosives, chlorofluorocarbons, lead or lead-based materials, and any other substance whose presence could be detrimental to property, health, or the environment.

"**Indebtedness**" means: (a) any indebtedness for borrowed money; (b) any indebtedness evidenced by any note, bond, debenture or other debt security; (c) any indebtedness for the deferred

purchase price of property or services (other than trade payables incurred in the ordinary course of business); (d) liabilities under any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement or other similar agreement designed to protect a Person against fluctuations in interest rates or other currency fluctuations; (e) all contingent reimbursement obligations with respect to letters of credit; (f) any obligations under capitalized leases, conditional sales contracts and other similar title retention instruments whether short term or long term; (g) any indebtedness secured by a Lien on any property or assets of a Person or any off-balance sheet financings; and (h) all guarantees of obligations of a type referred to in clauses (a) – (g).

"**Indemnified Group**" has the meaning given in Section 7.1.

"**Indemnified Party**" has the meaning given in Section 7.1.

"**Indemnitor**" has the meaning given in Section 7.1.

"**Independent Engineer**" means a professional engineering consulting firm that is mutually agreed upon by the Parties.

"**Interconnection Agreements**" means the Interconnection Agreement entered into or to be entered into between a Project Company and Xcel Energy as required under the CSG Program Tariff (the form of which can be found in the DG Interconnection Tariff).

"**Interconnection Cost Adjustment**" has the meaning given in Section 2.3.1.

"**Interest**" means "interest" as that term is used in Bankruptcy Code Section 363(f).

"**IRS**" means the United States Internal Revenue Service.

"**Law**" means any applicable federal, national, regional, state, municipal or local law, statute, treaty, rule, regulation, ordinance, order, code, judgment, decree, directive, injunction, writ or similar action or decision duly implementing any of the foregoing by any Governmental Person, and includes all applicable Governmental Approvals.

"**Liability**" means any liability or obligation whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, incurred or due or to become due.

"**Lien**" has the meaning given to that term in Section 101(37) of the Bankruptcy Code.

"**Loss**" means the amount of (a) any loss, cost, expense, damage or liability, including interest, fines, reasonable legal and accounting fees and expenses reduced by (b) any amounts received by any Indemnified Party as a result of any recovery, settlement, or otherwise under or pursuant to any insurance coverage, or pursuant to any claim, recovery, settlement, or payment by or against any other Person in connection with the circumstances giving rise to such Loss.

"**Lundell IUP Deposit**" has the meaning given in Section 2.6.

"**Made Available**" means, with respect to the Project, (a) the respective materials that were posted to the Data Room by Seller or its Representatives, and have been identified as a new addition to such site, for at least two (2) Business Days prior to the Closing Date, and have not been modified subsequently.

"**Material Contract**" means (a) any Contract to which the Project Company is a party, or by the terms of which the Project Company is bound, that is material to the Project or the Project Company and as to which the expected cost of performing such contract in the ordinary course by the Project Company, or the revenue expected to be received under such Contract by the Project Company in the ordinary course exceeds Twenty-Five Thousand Dollars ($25,000), (b) any Contract that provides for non-monetary obligations on the part of the Project Company, the non-performance of which obligations would reasonably be expected to have a Project Material Adverse Effect, (c) any Contract between the Project Company and any Affiliate of the Project Company, and (d) Real Property Contracts.

"**Mutual Nondisclosure Agreement**" means that certain Mutual Nondisclosure Agreement, between Buyer and SunEdison, Inc., dated as of May 18, 2016.

"**Non-Priority Closing Date Payment**" has the meaning set forth in Section 2.3.1.2.

"**Non-Priority Queued Project**" means any Project that is not a "Priority Queued Project."

"**OFAC Sanctioned Person**" means any government, country, corporation or other entity, group or individual with whom or which the OFAC Sanctions prohibit a U.S. Person from engaging in transactions, and includes without limitation any individual or corporation or other entity that appears on the current OFAC list of Specially Designated Nationals and Blocked Persons (the "**SDN List**"). For ease of reference, and not by way of limitation, OFAC Sanctioned Persons other than governments and countries can be found on the SDN List on OFAC's website at www.treas.gov/offices/enforcement/ofac/sdn.

"**OFAC Sanctions**" means any sanctions program administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") under authority delegated to the Secretary of the Treasury (the "Secretary") by the President of the United States or provided to the Secretary by statute, and any order or license issued by, or under authority delegated by, the President or provided to the Secretary by statute in connection with a sanctions program thus administered by OFAC. For ease of reference, and not by way of limitation, OFAC Sanctions programs are described on OFAC's website at www.treas.gov/ofac.

"**Orders**" means any applicable orders, judgments, injunctions, awards, decrees or writs of any Governmental Person or the Bankruptcy Court, including the Bankruptcy Sale Order.

"**Party**" or "**Parties**" has the meaning given in the preamble to this Agreement.

"**Permitted Encumbrances**" means (a) any Lien for Taxes not yet due or delinquent or being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with GAAP, (b) any statutory Lien arising in the ordinary course of business by operation of Law with respect to a Liability that is not yet due or delinquent and do not currently present any risk of the sale of the property subject to the Lien, (c) with respect to the

Real Property Contracts, those exceptions to title reflected in Schedule 3.3.17, (d) the terms and conditions of the documents creating the leasehold or easement interests of a Project Company under any Real Property Contracts to which a Project Company is a party as a lessee, optionee or grantee and which documents have been previously Made Available, (e) those restrictions on transfer imposed by applicable securities Laws, (f) any Liens created by Buyer or its representatives and (g) any Lien that will be released prior to or as of Closing (either consensually or pursuant to the Bankruptcy Sale Order).

"**Person**" means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability partnership, limited liability company, trust, unincorporated association, institution, Governmental Person or any other entity.

"**Platform Buyer**" has the meaning given in Section 3.3.8.2.

"**Potential Interconnection Cost Difference**" has the meaning given in Section 2.3.1.2.

"**Pre-Closing Period**" means the period commencing with the Agreement Time and ending upon the consummation of Closing for a particular Project.

"**Pre-Closing Taxable Period**" has the meaning given in Section 6.4.1.1.

"**Priority Closing Date Payment**" has the meaning set forth in Section 2.3.1.1.

"Priority Queued Project" means any Project that is first in the Study Queue and for which Seller has Made Available the SDDRC for such Project.

"**Prohibited Payment**" means any offer, gift, payment, promise to pay, or authorization of the payment of any money or anything of value, directly or indirectly, to a Government Official for the purpose of either (a) influencing any act or decision of the Government Official in his official capacity; (b) inducing the Government Official to do or omit to do any act in violation of his lawful duty; (c) securing any improper advantage; or (d) inducing the Government Official to use his influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist in obtaining or retaining business or in directing business to any party.

"**Prohibited Transaction**" means any of the following: (a) receiving, transferring, transporting, retaining, using, structuring, diverting, or hiding the proceeds of any criminal activity whatsoever, including drug trafficking, fraud, and bribery of a Government Official; (b) engaging or becoming involved in, financing, or supporting financially or otherwise, sponsoring, facilitating, or giving aid to any terrorist person, activity or organization; or (c) participating in any transaction or otherwise conducting business with a "designated person," namely a person or entity that appears on any list issued by the United States or the United Nations with respect to money laundering, terrorism financing, drug trafficking or economic or arms embargoes.

"**Project**" means each photovoltaic solar facility(ies) located in Minnesota and under development by the applicable Project Company, as set forth on Schedule 1.1.

"**Project Company**" has the meaning given in the recitals to this Agreement and as set forth on Schedule 1.1.

"**Project Liabilities**" means those Liabilities arising out of the Transaction Documents.

"**Project Material Adverse Effect**" means any condition, circumstance, event or change that causes a material adverse change after the Agreement Time (a) in the business, condition (financial or otherwise), properties, assets of the Project or the Project Company, taken individually or as a whole, (b) the ability of the Seller or the Project Company to perform its obligations under or to consummate the Transactions, or (c) the validity or enforceability of any Transaction Document, excluding: (i) any event or condition resulting from or relating to changes or developments in Laws, the economy, financial markets or commodity markets; (ii) changes in international, national, regional, state or local wholesale or retail markets for power transmission or fuel supply or transportation or related products, including those due to actions by competitors; (iii) any event or condition generally applicable to the industries in which the Project Company or the Project may relate (including the solar, construction, electric generating, transmission or distribution industries), whether international, national, regional or local; (iv) any order or act of a Governmental Person affecting providers or users of generation, transmission or distribution of electricity generally, that imposes restrictions, regulations or other requirements thereon; (v) changes in general regulatory or political conditions, including any acts of war or terrorist activities; (vi) changes in national, regional, state or local electric interconnection, transmission or distribution procedures or systems; (vii) strikes, work stoppages or other labor disputes affecting third parties; (viii) increases in the costs of commodities or supplies, including those relating to solar facility components; (ix) effects of weather, meteorological or geological events; (x) national, regional, state or local changes in wholesale or retail electric power markets; (xi) changes in general national, regional or local economic or financial conditions (in the case of each of the immediately preceding clauses (i) through (xi), unless any such effect impacts a Project Company in a disproportionate manner relative to other solar electric power generation companies operating in the United States); (xii) any change, financial or otherwise, to the business, affairs or operations of Buyer or any of its Affiliates; or (xiii) any event or condition attributable to the announcement or pendency of the transactions contemplated by this Agreement.

"**Project Site**" means a site where a Project is located and all interests in real property thereto that are the subject of the Real Property Contracts listed on Schedule 4.2.5 for the applicable Project, and as set forth in Schedule 1.3.

"**Property Taxes**" has the meaning given in Section 6.4.1.2.

"**Prudent Industry Practices**" means those practices, methods and standards of care, skill, safety and diligence, as the same may change from time to time, as are commonly used or approved, and generally recognized, by a prudent developer and owner of solar photovoltaic generation projects of similar type and size in the United States, that, in the exercise of reasonable judgment and in light of the facts known at the time the decision was made, are considered good, safe and prudent practice in connection with the design, supply, installation, service and use of a solar photovoltaic generation project. "Prudent Industry Practices" do not necessarily mean the best practice, method, or standard of care, skill, safety and diligence in all cases, but is instead

intended to encompass a range of acceptable practices, methods, and standards under the circumstances.

"**Purchase Price**" has the meaning given in Section 2.2.1.

"**Real Property Contract(s)**" has the meaning given in Section 4.2.5.

"**Recoveries**" has the meaning given in Section 7.2.4.2.

"**Release**" means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into soil, surface water, ground water, land surface, subsurface strata, ambient air, wildlife, plants or other natural resources.

"**Releasing Parties**" means each of the Seller, Asset Holding Companies, SunE Origination1, LLC, SunE Origination Holdings, LLC Sun Edison LLC and SunEdison, Inc.

"**Representatives**" means each Party's respective officers, directors, employees, representatives, agents, attorneys or advisors.

"**SDDRC**" or the "**Solar Detailed Design Results Communication**" means the summary provided by Xcel Energy of the costs required to interconnect a Project to Xcel Energy's distribution system, following the more detailed engineering study done by Xcel Energy once the Interconnection Customer has signed the Interconnection Agreement and funded the interconnection deposits required by Xcel Energy in accordance with Section 6 of the CSG Program Tariff.

"**Securities Act**" means the Securities Act of 1933.

"**Seller**" has the meaning given in the preamble to this Agreement.

"**Seller Disclosure Schedules**" means the schedules to Seller's representations and warranties provided pursuant to Section 4.1.

"**Seller Permits**" means the Permits set forth in Schedule 3.3.18 – Part A.

"**Seller's Knowledge**" means the actual knowledge after reasonable inquiry and investigation of the persons set forth for Seller on Schedule 1.2.

"**Seller Parent**" means Sun Edison LLC, a Delaware limited liability company.

"**Settlement Agreement**" means that certain Settlement Agreement, dated as of July 29, 2016, by and between Seller Parent and Buyer Parent

"**Settlement Agreement Offset Amounts**" means any amounts due from Seller Parent to Buyer Parent pursuant to the Settlement Agreement which have not previously been paid by Seller Parent to Buyer Parent or offset pursuant to the terms hereof.

"**SoCore**" has the meaning given in Section 3.3.8.2.

"**Stolee Subscription Deposit**" has the meaning given in Section 2.6.

"**Straddle Taxable Period**" has the meaning given in Section 6.4.1.2.

"**Study Queue**" means Xcel Energy's interconnection study queue under the CSG Program Rules.

"**Study Queue Position**" means a Project's position of priority in the Study Queue.

"**Subscription Agreements**" means those certain subscription agreements to which the Project Companies or their Affiliates are a party as set forth on Schedule 3.3.15.

"**Subsidiary**" means, with respect to a specified Person, any other Person Controlled by the specified Person.

"**Tax**" or "**Taxes**" means all taxes, including all charges, fees, duties, levies or other assessments in the nature of taxes, imposed by any Governmental Person, including income, gross receipts, excise, property, sales, gain, use, license, custom duty, unemployment, inheritance, corporation, capital stock, transfer, franchise, payroll, withholding, social security, minimum estimated, profit, gift, severance, value added, disability, premium, recapture, credit, occupation, service, leasing, employment, stamp, goods and services, ad valorem, utility, utility users and other taxes, and shall include interest, penalties or additions attributable thereto or attributable to any failure to comply with any requirement regarding Tax Returns.

"**Tax Purposes**" has the meaning given in Section 6.4.7.

"**Tax Representations and Covenants**" means the representations, warranties, and covenants in Section 4.2.11 and Section 6.3.

"**Tax Returns**" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any such document prepared on a consolidated, combined or unitary basis and also including any schedule or attachment thereto, and including any amendment thereof.

"**Taxing Authority**" means the IRS and any other Governmental Person responsible for administration of Taxes under the Laws of any jurisdiction.

"**Title Company**" means Chicago Title Insurance Company or another title company reasonably acceptable to Buyer.

"**Transaction Documents**" means, collectively, this Agreement, the Assignment Agreement and all other agreements between the Parties or their Affiliates entered into pursuant to the terms hereof in order to carry out the Closing Actions and the other transactions contemplated hereby.

"**Transactions**" has the meaning set forth in Recital F.

"**Transfer Taxes**" has the meaning given in Section 6.4.6.

"**U.S. Person**" means any U.S. citizen, permanent resident alien, entity organized under the laws of the United States (including foreign branches), or any person (individual or entity) in the United States, and, with respect to the Cuban Assets Control Regulations, also includes any corporation or other entity that is owned or controlled by one of the foregoing, without regard to where it is organized or doing business.

"**Updating Information**" has the meaning given in Section 3.5.

"**Upfront Payment**" has the meaning given in Section 2.6.

"**Winter Ordinance Deposit**" has the meaning given in Section 2.6.

"**Xcel Energy**" **or "Xcel"** means Northern States Power Company, doing business as Xcel Energy.

1.2 Interpretation. Except where otherwise expressly provided or unless the context otherwise necessarily requires, in this Agreement (including in the recitals hereto):

(a) Reference to a given Article, Section, Subsection, clause, Exhibit or Schedule is a reference to an Article, Section, Subsection, clause, Exhibit or Schedule of this Agreement, unless otherwise specified.

(b) The terms "hereof", "herein", "hereto", "hereunder" and "herewith" refer to this Agreement as a whole.

(c) Reference to a given agreement, instrument, document or Law is a reference to that agreement, instrument, document or Law as modified, amended, supplemented and restated through the date as of which such reference is made, and, as to any Law, any successor Law.

(d) Reference to a Person includes its successors and permitted assigns.

(e) The singular includes the plural and the masculine includes the feminine, and vice versa.

(f) "Includes" or "including" means "including, for example and without limitation."

(g) References to "days" means calendar days.

(h) Any item disclosed by a Party on any Schedule to this Agreement shall be deemed to be disclosed and incorporated by reference into each other Schedule or representation or warranty delivered or made by such Party in this Agreement, as though fully set forth therein.

ARTICLE 2

SUMMARY OF TRANSACTIONS

2.1 Sale and Purchase of Equity Interests. Subject to the terms and conditions hereof, at each Closing, Seller shall sell, transfer and assign to Buyer the Equity Interests of an identified Project Company subject to the Closing, and Buyer shall purchase and acquire all of the Equity Interests subject to the Closing, and the Parties shall take or cause to be taken the other actions described in Article 3.

2.2 Purchase Price.In General. The aggregate consideration that Buyer shall pay to Seller for the Equity Interests of all Project Companies, subject to their respective Closings, shall be an amount equal to the sum of the Base Prices and Reimbursable Costs for all such Projects as set forth in Schedule 1.1 (the "**Purchase Price**").

2.2.2 Base Price. The base purchase price (the "**Base Price**") payable by Buyer to Seller for each Project is set forth in Schedule 2.2 in the column labeled "**Base Price**"; *provided*, if the capacity of the Project is reduced due to changes in available interconnection capacity, the Site or Permits (as referenced in (i) Section 3.3.13.1(b) (Interconnection), (ii) Section 3.3.17(c) (Real Property) and (iii) Section 3.3.18(d) (Permits), as applicable), the Base Price shall be adjusted according to the following formula:

$$\text{Base Price} = (A - B) \times W$$

Where: A = The initial price offered for such Project set forth on Schedule 2.2 in the column titled "Base Price", divided by the Project Size in Wdc set forth in Schedule 2.2 in the column titled "Project Size"

B = The adjustment amount set forth in Schedule 2.2 - A in the column titled "Price Adjustment Factor" in the row corresponding to the amount of Project capacity reduction in Wdc

W = Reduced Project capacity in Wdc as determined in accordance with the applicable section of this Agreement giving rise to the Project capacity reduction.

2.3 Payments.

2.3.1 Closing Date Payments

2.3.1.1 Priority Closing Date Payment. On a Closing Date with respect to any Priority Queued Project, Buyer shall pay to Seller in immediately available funds an amount equal to (a) the sum of (i) any Estimated Interconnection Costs, or portion thereof, as listed on Schedule 1.1 and actually paid by Seller as of the Closing Date (as evidenced by documentation thereof reasonably acceptable in all respects to Buyer) with respect to such Project, and (ii) any CSG Deposit Fees as listed on Schedule 1.1 that are fully reimbursable to such Project Company and (iii) any interest accrued by Xcel as of the Closing Date with respect to such Project that is fully reimbursable to such Project Company (in each of (i)-(iii) above), as evidenced by documentation thereof and reasonably acceptable in all respects to Buyer) (collectively, the "**Reimbursable Costs**"), and (b) the Base Price, as modified by Section 2.2.2, if applicable, and any applicable Interconnection Cost Adjustment pursuant to this Section 2.3.1.1 applicable to such Project (collectively, the "**Priority Closing Date Payment**"), minus (c) any amount of the Upfront Payment that is applied to such Closing Date Payment in accordance with Section 2.6. If the Detailed Design Interconnection Cost differs from the Estimated Interconnection Costs, the

Priority Closing Date Payment will be (x) reduced by the amount equal to the excess of the Detailed Design Cost over the Estimated Interconnection Costs (if any) or (y) increased by the amount equal to the excess of the Estimated Interconnection Costs over the Detailed Design Cost (if any), and such amount shall be adjusted to make Buyer and/or Seller whole as measured on an after-tax basis by multiplying such amount by 2.0 to derive the aggregate amount of the adjustment (the "**Interconnection Cost Adjustment**").

2.3.1.2 Non-Priority Closing Date Payment. On a Closing Date with respect to any Non-Priority Queued Project, Buyer shall pay to Seller in immediately available funds an amount equal to the total of: (a) the sum of (i) the Reimbursable Costs for such Project, and (ii) the Base Price, as modified by Section 2.2.2, if applicable, and any Interconnection Cost Adjustment pursuant to this Section 2.3.1.2 applicable to such Project (collectively, the "**Non-Priority Closing Date Payment**"), minus (b) any amount of the Upfront Payment that is applied to such Closing Date Payment in accordance with Section 2.6. For Non-Priority Queued Projects, upon notice from Seller, Buyer shall retain an Independent Engineer to estimate the reasonable potential interconnection costs, if any, above the Estimated Interconnection Costs (as set forth on Schedule 1.1) which shall be adjusted by the amount necessary to make Buyer whole as measured on an after-tax basis by multiplying such amount by 2.0 to derive the aggregate amount of the adjustment (the "**Potential Interconnection Cost Difference**"). The Independent Engineer may use all information available to it, including publicly-available and documented information, Project-specific information (including the SDDRC if available) and information obtained as a result of communication with Xcel Energy to make its assessment; provided, the Independent Engineer shall give both Parties at least two (2) Business Days' notice before having any such discussion with Xcel Energy, and both Parties shall have the right to be included in any such discussions. Subject to the foregoing sentence, the considerations the Independent Engineer may use in determining the Potential Interconnection Cost Difference include, but are not be limited to, (x) construction and build activities associated with the interconnection facilities for higher-priority projects, (y) whether the applicable Project is on a separate feeder line or otherwise less likely to be substantially affected by the decisions of higher-queued projects, and (z) the amounts in an SDDRC or invoiced for any similarly-situated project, including any Project, under the CSG Program. The Independent Engineer shall provide to the Parties such publicly-available and documented information that it uses that is not subject to confidentiality limitations, together with the Independent Engineer's determination of any Potential Interconnection Cost Difference, as well as will meet with the Parties to discuss the factors supporting its determination.

2.3.2 Settlement Agreement Offset Amounts. Notwithstanding anything in this Agreement or the Settlement Agreement to the contrary, Seller Parent shall retain, as Settlement Agreement Offset Amounts, all payments that it would be required to pay to Buyer pursuant to Section 5 of the Settlement Agreement, and Seller shall credit such Settlement Agreement Offset Amounts against any Closing Date Payment prior to crediting any Upfront Payment amount or Escrow Amount on the applicable Closing Date. On the date any amount is retained by Seller Parent pursuant to this Section 2.3.2, Seller shall provide notice to Buyer of the amount of any such retention. On or before May 5, 2017, Seller Parent shall pay to Buyer Parent any Settlement Agreement Offset Amounts remaining as of May 1, 2017.

2.4 Removal of a Project From Transaction. If (a) Seller gives notice, on or after the date that is forty-five (45) days prior to any Closing Deadline, setting forth in reasonable detail

the basis for Seller's determination that it is unlikely, after using commercially reasonable efforts, to be able to (i) satisfy any of the conditions necessary to cause the Closing to occur with respect to a Project, or (ii) make the representations and warranties Seller is required to make with respect to a Project as required by Buyer's condition precedent set forth in Section 3.3.5, in either case, on or before the applicable Closing Deadline, or (b) Seller has not given notice on or before a Closing Deadline that a Project is ready to Close, then either Party may deliver written notice to the other Party that such Project is removed from the Transactions (a "Project Removal Notice"); provided, for a period of ten (10) Business Days following delivery of a Project Removal Notice, the Parties shall negotiate in good faith to determine if an alternative arrangement can be agreed to that will enable the Closing to occur on terms reasonably acceptable to each Party. If, after such ten (10) Business Day period, the Parties have not reached an agreement, then either Party may remove such Project from the Transactions by written notice to the other Party, and thereafter Seller shall be free to market and sell such Project to a third party without any liability to Buyer.

Notwithstanding the foregoing, Seller also agrees that, in the event SunE Lundell 1, LLC does not achieve NTP by the Closing Deadline, Seller will within five (5) days take reasonable steps to ensure that such Project is not in a higher Study Queue position than Buyer's Felton project.

2.5 Escrow. Within fifteen (15) days of entry of a Bankruptcy Sale Order, Buyer and Seller shall have entered into an escrow agreement (the "**Escrow Agreement**") reasonably acceptable to both Parties, and Buyer shall have deposited an amount equal to twelve million dollars ($12,000,000) (the "**Escrow Amount**") into an escrow account (the "**Escrow Account**") to be established by Buyer. Pursuant to the terms and conditions of the Escrow Agreement, the Escrow Amount shall be used to fund any Closing Date Payment after crediting, first, any Settlement Agreement Offset Amount pursuant to Section 2.4 and, second, any Upfront Payment pursuant to Section 2.6. The Escrow Agreement shall terminate upon Buyer's payment of the final Closing Date Payment required to be paid hereunder and any unused funds shall be returned to Buyer.

2.6 Upfront Payment. Within fifteen (15) days of entry of a Bankruptcy Sale Order, Buyer shall pay to Seller in immediately available funds an amount equal to three million dollars ($3,000,000.00) (the "**Upfront Payment**"). One million dollars ($1,000,000) of the Upfront Payment shall be credited to and reduce each of the Closing Date Payments for the first three projects achieving NTP. Unused amounts of the Upfront Payment shall be returned to Buyer if the full amount of the Upfront Payment has not been exhausted through application to Closing Date Payments prior to an early termination of this Agreement.

2.7 Settlement Agreement Repurchase Right. Notwithstanding anything in the Settlement Agreement to the contrary, Buyer no longer has a repurchase right pursuant to Section 6 of the Settlement Agreement for Randolph CSG 1, LLC and Wyoming 2 CSG 1, LLC.

ARTICLE 3

CLOSING AND CLOSING CONDITIONS

3.1 Time and Place of Closing. Subject to the terms and conditions hereof, the closing of the sale of the Equity Interests for each applicable Project Company ("**Closing**") shall take place as promptly as practicable, but no later than five (5) Business Days after the satisfaction or waiver of the closing conditions applicable to the applicable Project Company's Equity Interest set forth in this Article 3 (other than conditions that by their nature can only be satisfied at a Closing) or such other dates as may be agreed to between the Parties (the actual date of a Closing is referred to herein as a "**Closing Date**").

3.2 Actions at Closing. The actions required below that Buyer and Seller shall take at the Closing are herein referred to as the "**Closing Actions**" with respect to the Closing:

3.2.1 Transfer of Equity Interests. Upon Closing on each Project Company, Seller shall (a) cause to be executed and delivered to Buyer, and Buyer shall execute and deliver to Seller, an Assignment Agreement in the form of Exhibit A for the Equity Interests subject to the Closing, together with any membership interest certificates representing such Equity Interests, and (b) deliver to Buyer the Charter Documents of the applicable Project Company.

3.2.2 Payment of Closing Date Payment; Notice of Amounts. Buyer shall pay the applicable Closing Date Payment. Seller shall deliver a notice to Buyer setting forth (i) any Settlement Agreement Offset Amount, any Upfront Payment amount, and any Escrow Amount that is being applied to the Closing Date Payment on such Closing Date and (ii) any remaining Settlement Agreement Offset Amount, Upfront Payment amount, and Escrow Amount that has not yet been applied to a Closing Date Payment.

3.2.3 Non-foreign Certificate. Seller shall deliver to Buyer an executed certificate, substantially in the form of Exhibit B hereto, that satisfies the requirements of Section 1445(b)(2) of the Code.

3.2.4 Additional Actions. The Parties shall execute and deliver, or cause to be executed and delivered, all other certificates, documents and instruments, and take such other actions, in each case as shall be reasonably requested by either Party as necessary or appropriate to consummate the Transactions, all in accordance with the provisions of this Agreement.

3.3 Conditions Precedent to Obligations of Buyer. For each Closing, the obligation of Buyer to consummate the Transactions at the Closing shall be subject to the satisfaction, at or prior to the Closing, of the following conditions precedent, any of which may be waived by Buyer in its sole discretion:

3.3.1 Performance of Closing Actions. Seller shall have tendered performance of its Closing Actions.

3.3.2 Governmental Approvals Required for Closing. All Governmental Approvals identified on Schedule 4.2.8 as required to consummate the Closing shall have been obtained, made or filed, as the case may be, and shall be in full force and effect.

3.3.3 Consents. All third-party consents identified on Schedule 4.1.4 as required to consummate the Closing, in a form and in substance satisfactory to Buyer, shall have been obtained, made or filed, as the case may be, and shall be in full force and effect.

3.3.4 No Proceeding or Litigation. Except as disclosed in Schedule 4.1.6, no suit, action or other legal or administrative proceeding by any Governmental Person or other Person shall have been instituted or threatened in writing that questions or challenges the validity of, or seeks to enjoin, the consummation of the Closing, which has not been adjudicated or otherwise favorably resolved prior to the Closing.

3.3.5 Representations and Warranties. Subject to any permitted updates in Section 3.5, the representations and warranties set forth in Section 4.1 that are qualified with respect to materiality shall be true and correct, and the representations and warranties set forth in Section 4.1 that are not so qualified shall be true and correct in all material respects, in each case as of the Closing Date, except for those representations and warranties which are as of a specific date, which shall be true and correct as of such date.

3.3.6 Covenants. The covenants, agreements and obligations of Seller hereunder to be performed or complied with on or prior to the Closing shall have been performed or complied with in all material respects.

3.3.7 Officer's Certificates. Buyer shall have received a certificate from Seller substantially in the form of Exhibit C, dated the Closing Date and signed by a duly authorized representative of Seller certifying (a) that each of the conditions described in Section 3.3 has been satisfied, (b) as to Seller's good standing, incumbent managers or officers, and authority to execute and enter into this Agreement, and as to the good standing, Charter Documents and incumbent managers or officers of the Project, and (c) that all managers, officers and directors of the Project Companies and any other person authorized to sign checks on behalf of the Project Companies have resigned their positions as of the Closing Date.

3.3.8 Bankruptcy Conditions. Each of the following shall have occurred:

3.3.8.1 All the procedures to obtain approval of the sale by the Bankruptcy Court pursuant to this Agreement shall have been complied with by Seller and the Asset Holding Companies and any other Debtor as necessary in the Bankruptcy Cases. Without limiting the foregoing, Seller, the Asset Holding Companies and any other necessary Debtor shall have obtained and provided to Buyer copies of evidence of the release of the DIP Liens on the assets and Equity Interests of any Project Company encumbered by the DIP Liens and the approval of the Bankruptcy Court, to the extent necessary, for the release of the DIP Liens on all such assets and Equity Interests.

3.3.8.2 Notice of the Bankruptcy Sale Motion required by all applicable Federal and local rules of procedure and any Order entered in the Bankruptcy Cases shall have been served as required by such rules and Order(s) to all parties as set forth in such Order and to SoCore MN Acquisitions LLC, a Delaware limited liability company ("**SoCore**"), Ecoplexus, Inc., a Delaware corporation ("**Ecoplexus**"), Buyer, and that certain prospective buyer of all or substantially all of the assets of the commercial and industrial division of SunEdison (the

"**Platform Buyer")**. This condition shall be deemed satisfied by the notice which has been provided as of the date hereof and no further notice shall be required.

3.3.8.3 In addition to the content of the notice as required by all applicable Federal and local rules of procedure and any Order entered in the Bankruptcy Cases, the notice shall set forth that the purchase and sale as contemplated by this Agreement provides that: (a) the transfer to Buyer of the Equity Interests as contemplated by this Agreement Free and Clear of all Claims and Interests of SoCore, Ecoplexus and the Platform Buyer and is pursuant to 11 U.S.C. §363(f) Free and Clear of all Interests, including, without limitation, the DIP Liens, all other Liens, Claims, Liabilities and Encumbrances (except Permitted Encumbrances) as permitted by the DIP Order and applicable Law; (b) the proposed Bankruptcy Sale Order will include findings that: (i) the Agreement was not entered into, and neither the Seller, the Releasing Parties, nor the Buyer is consummating the Transactions 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 (ii) each of the Seller and Releasing Parties has received value that is reasonably equivalent for the transfers made to Buyer; (c) the Buyer is not and shall not be deemed a successor to Seller as a result of the consummation of the Transactions; (d) Buyer has acted without collusion and in good faith; the Transactions may not be avoided nor may any costs or damages be imposed against Buyer under 11 U.S.C. §363(n) or other applicable law in connection with this Agreement and the Transactions; and Buyer is entitled to all of the protections afforded by Bankruptcy Code Section 363(m); and (e) the Debtors request that the fourteen day stay imposed by Bankruptcy Rule 6004(h) be waived by the Bankruptcy Court. This condition shall be deemed satisfied by the notice which has been provided as of the date hereof and no further notice shall be required.

3.3.8.4 The Bankruptcy Sale Order shall have been entered and be a Final Order, and shall include, without limitation, that: (a) the transfer to Buyer of the assets as contemplated by this Agreement is Free and Clear of all Claims and Interests of SoCore, Ecoplexus and the Platform Buyer and is pursuant to 11 U.S.C. §363(f) Free and Clear of all Interests, including, without limitation, Liens, Claims, Liabilities and Encumbrances (except Permitted Encumbrances) as permitted by the DIP Order and applicable Law; (b) findings that: (i) the Agreement was not entered into, and neither the Seller, the Releasing Parties, nor the Buyer is consummating the Transactions 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 (ii) each of the Seller and Releasing Parties has received value that is reasonably equivalent for the transfers made to Buyer; (c) the Buyer is not and shall not be deemed a successor to Seller as a result of the consummation of the Transactions; (d) Buyer has acted without collusion and in good faith; the Transactions may not be avoided nor may any costs or damages be imposed against Buyer under 11 U.S.C. §363(n) or other applicable Law in connection with this Agreement and the Transactions; and Buyer is entitled to all of the protections afforded by Bankruptcy Code Section 363(m); (e) the fourteen day stay imposed by Bankruptcy Rule 6004(h) is waived; and (f) Seller, the Asset Holding Companies or any other Debtor, are authorized to assign any applicable Seller Permits to the applicable Project Company. Notwithstanding the foregoing, this condition

shall be deemed satisfied in the event the Bankruptcy Court requires changes to the Sale Order of a similar nature to those shown on Docket No. 2270 in the Chapter 11 Cases, provided that such changes do not materially alter the terms of this Agreement.

3.3.8.5 The Project Companies and the Buyer shall have received full releases of all Claims with respect to the Transactions from Seller and each of the Asset Holding Companies, as well as SunE Origination1, LLC, SunE Origination Holdings, LLC, and Sun Edison LLC, each a Delaware limited liability company, which releases must be reasonably satisfactory to Buyer in all respects and may be satisfied by express provision in the Bankruptcy Sale Order.

3.3.9 Buyer Approval of Updating Information. Buyer shall have approved any Updating Information provided by Seller pursuant to Section 3.5.1 of the Agreement, which approval shall not be unreasonably withheld, conditioned or delayed.

3.3.10 Manager Resignations. Buyer shall have received resignations from, or certification by an officer of Seller of the removal of, all of Project Company's managers, officers, and directors and any other person authorized to sign checks on behalf of Project Company.

3.3.11 Estoppels. Buyer shall have received estoppel certificates with respect to the Real Property Contracts in substantially the form of Exhibit G.

3.3.12 Leasehold Title Commitment. Seller has Made Available (a) an ALTA Survey, (b) a title commitment and/or pro forma title policy for each Project from the Title Company dated within two (2) months prior to the Closing that includes (x) no Liens or Encumbrances other than Permitted Encumbrances, (y) a special endorsement substantially as set forth in Exhibit H and (z) the standard exceptions excluded.

3.3.13 Interconnection.

3.3.13.1 Each Interconnection Agreement of the Project of such Project Company (and any associated assignment agreement) has been fully executed in the name of the relevant Project Company, is in full force and effect, is in substantially the form set forth in the DG Interconnection Tariff and:

(a) Either (i) the Project is a Priority Queued Project, or (ii) Xcel Energy has confirmed in writing that all projects in front of the Project in the Study Queue have executed their respective interconnection agreements, and have paid their required interconnection deposits;

(b) The Project capacity shall be sufficient for the applicable project size set forth in Schedule 1.1, subject to the provisions for a reduction in size as set forth in Section 2.2.2;

(c) Seller has demonstrated to Buyer's reasonable satisfaction that there is no material risk that Xcel Energy will make operational curtailments other than reliability curtailments as permitted by Law or the Project's Interconnection Agreement; and

(d) Seller has provided to Buyer written confirmation from Xcel Energy that each Project is in compliance with the co-location requirements in the CSG Program Rules.

3.3.13.2 Seller has confirmed in writing to the reasonable satisfaction of Buyer that no dates have lapsed for funding, delivery of information to Xcel Energy or other actions that risk significant delays or loss of Study Queue Position in Xcel Energy's interconnection process under the CSG Program Tariff and DG Interconnection Tariff.

3.3.13.3 Seller has updated the operator and developer/owner name and contact information in Xcel Energy's online application system administered under the CSG Program Rules to reflect the name and contact information of such Project Company.

3.3.13.4 Seller shall have Made Available evidence of payments actually made for interconnection costs and the CSG Fee to Xcel Energy, as set forth in Schedule 1.1.

3.3.14 Reports. A phase 1 environmental assessment for the applicable Project Site meeting ASTM E1527-13 standards has been completed or updated within the one hundred eighty (180) days immediately preceding the relevant Closing Date and such phase 1 environmental assessment (i) does not recommend any further environmental assessment, (ii) does not identify any recognized environmental conditions that would be reasonably likely to cause a Project Material Adverse Effect, and (iii) provides that the applicable Project Company may rely on such assessment.

3.3.14.1 A geotechnical report prepared by a qualified professional engineer for the applicable Project and Project Site has been completed for the applicable Project Company, has been Made Available and the results of such report are reasonably satisfactory to Buyer*; provided*, Buyer acknowledges and agrees that the geotechnical reports listed on Schedule 3.3.14 as "accepted" are acceptable to satisfy this condition precedent, provided there have been no modifications thereto after the Agreement Date.

3.3.14.2 A wetlands delineation report prepared by a qualified professional consultant for the applicable Project and Project Site has been completed for the applicable Project Company, has been Made Available and the results of such report are reasonably satisfactory to Buyer*; provided*, Buyer acknowledges and agrees that the wetlands delineation reports listed on Schedule 3.3.14 as "accepted" are acceptable to satisfy this condition precedent, provided there have been no modifications thereto after the Agreement Date; *provided further*, a wetlands delineation report shall not be required if the ALTA Survey specifies that no wetlands are present on the Project Site and Seller has Made Available a concurrence letter from the appropriate Governmental Person stating the same.

3.3.15 Subscription Agreement. Seller has completed the following actions in connection with the applicable Subscription Agreement(s) :

(a) The Subscription Agreements listed on Schedule 3.3.15 – Part B, in effect as of the Agreement Date, shall have been (i) assigned or caused to have been

assigned by Seller to the applicable Project Company and (ii) amended as set forth in such Schedule, which amendments will include, among other things, language indicating which Subscription Agreement is applicable to which Project; *provided*, so long as Seller has made commercially reasonable efforts to satisfy the conditions set forth in this Section 3.3.15(a), such conditions shall be deemed satisfied in the event that an Existing Subscriber withholds its consent to an assignment or amendment required under this Section 3.3.15(a) in whole or in substantial (but not necessarily primary) part due to a Buyer-Related Reason;

(b) Any Subscription Agreements entered into from and after the Agreement Date, shall (i) be in the form of Exhibit D, or such Subscription Agreement shall have been approved by Buyer, (x) with respect to any non-material deviations from the form, in its reasonable discretion, and (y) with respect to any material deviations from the form, in its sole discretion, (ii) satisfy the minimum criteria set forth on Schedule 3.3.15 – Part C with respect to counterparties, prices, durations, and allocated amounts, or otherwise be acceptable to Buyer in its sole discretion with respect to terms that do not meet such minimum criteria, and (iii) have been entered into by or assigned to the applicable Project Company;

(c) The Subscription Agreements assigned to a Project Company shall (i) be sufficient for Buyer to subscribe no less than 100% of such Project's capacity in compliance with the CSG Program Rules and include the subscribers by Project, and (ii) provide that the "Subscriber's Allocated Percentage" (as defined in the Subscription Agreement) will be assigned by "Provider" (as defined in the Subscription Agreement) in an amount up to 40% of the Project's capacity; *provided*, the final Subscriber's Allocated Percentage shall (A) be in compliance with the CSG Program Rules, (B) not exceed one hundred percent 100% of the subscriber's average annual consumption of electricity (over the prior twenty-four (24) months) without the subscriber's agreement, such agreement in its sole discretion, and (C) be the percentage set forth on Schedule 3.3.15 – Part D. The Subscription Agreements for each Project shall be as set forth on Schedule 3.3.15 – Part D or, for any additional or replacement subscriber required to reach 100% of the Project's capacity and not listed on Schedule 3.3.15 – Part D, the addition of such subscriber to such Project shall either (1) satisfy the conditions set forth in Schedule 3.3.15 – Part C, or (2) be approved by Buyer, such approval not to be unreasonably withheld; and

(d) In all cases (except the case of any Existing Subscriber to which the proviso in Section 3.3.15(a) relating to Buyer-Related Reasons applies), Seller has delivered certificates substantially in the form in Exhibit E from each subscriber under the Subscription Agreement and otherwise reasonably acceptable to Buyer in its sole discretion; *provided*, Buyer shall reasonably consider and cooperate with Seller in good faith to negotiate any material deviations from the form attached as Exhibit E;

provided, Buyer acknowledges and agrees that the Subscription Agreements listed on Schedule 3.3.15 – Part A are approved by Buyer with respect to the terms of the Subscription Agreements, the counterparties, prices, durations, and allocated amounts in effect as of the Agreement Date.

3.3.16 CSG Program Rules. The Project and the Project Company are in compliance with all requirements of the CSG Program Rules, and there are no material program disputes that have arisen after the Agreement Date that are pending before the Minnesota Public

Utilities Commission that could have a Project Material Adverse Effect on the relevant Project. The Parties agree that as of the Agreement Date, there are no material program disputes pending before the Minnesota Public Utilities Commission that could have a Project Material Adverse Effect on the relevant Project.

3.3.17 Real Property. (a) Seller has assigned or caused the assignment of the relevant Real Property Contract(s) for such Project to such Project Company in accordance with all terms and conditions required by such agreements; (b) a perpetual easement, or an easement for a duration acceptable to Xcel, relating to such Project in favor of Xcel Energy has been granted and is acceptable to Xcel Energy (and reasonably satisfactory documentation of same has been Made Available); (c) Seller has delivered the executed lease agreement contemplated by such Real Property Contracts, subject to the provisions for a reduction in Project size set forth in Section 2.2.2; (d) Seller has satisfied (or the landowner shall have waived) any condition precedent to the effectiveness of any Real Property Contract; and (e) Seller has paid all pre-operational rents and/or payments due under the Real Property Contracts. Neither Seller nor any Project Company has received any written notices of and there are no pending or threatened Actions by a Governmental Person to condemn or take by power of eminent domain all or any part of the relevant Project or Project Site.

3.3.18 Permits. All Discretionary Permits required to construct, own and operate the Project are held by the applicable Project Company. Buyer acknowledges and agrees that the Discretionary Permits listed on Schedule 3.3.18 – Part B are acceptable to satisfy this condition precedent, provided there have been no modifications thereto after the Agreement Date. With respect to the Discretionary Permits listed on Schedule 3.3.18 – Part A,

(a) If a term is specified in the Discretionary Permit, such term shall be at least as long as the Real Property Contract for the Project Sites.

(b) The Discretionary Permit shall (i) be in the name of the Project Company or shall have been properly assigned to the Project Company, including with any Governmental Approval, if necessary and (ii) not include any limitations on the transfer thereof or change of control of the Project Company holding such Discretionary Permit.

(c) The Discretionary Permit shall not include terms or conditions that are inconsistent with customary industry standards, the result of which would reasonably be expected to have a Project Material Adverse Effect.

(d) The Discretionary Permits shall be sufficient to allow for the construction and operation of the Project as provided in Seller's application for such permit, subject to the provisions for a reduction in Project size set forth in Section 2.2.2.

3.3.19 Deposit Transfer. All rights with respect to any deposit with respect to a Project that has been paid shall have been effectively transferred (without condition) to Buyer (or the applicable Project Company) and all documentation relating to such transfer shall have been Made Available and shall be reasonably acceptable in all respects to Buyer.

3.3.20 Delivery of Design Sets. Seller shall have delivered to Buyer the items listed in Schedule 3.3.20 for the Project, which shall, to Seller's Knowledge, reflect or specify the most current information with respect to such items.

3.4 Conditions Precedent to Obligations of Seller. For the Closing, the obligation of Seller to consummate the transactions contemplated at the Closing shall be subject to the satisfaction, at or prior to the Closing, of the following conditions precedent, any of which may be waived by Seller in its sole discretion:

3.4.1 Performance of Closing Actions. Buyer shall have tendered performance of its Closing Actions applicable to the Closing.

3.4.2 Governmental Approvals Required for Closing. All Governmental Approvals identified on Schedule 4.2.8 as required to consummate the Closing shall have been obtained, made or filed, as the case may be, and shall be in full force and effect.

3.4.3 Consents. All third-party consents identified on Schedules 4.1.4 as required to consummate the Closing shall have been obtained, made or filed, as the case may be, and shall be in full force and effect.

3.4.4 No Proceeding or Litigation. No suit, action or other legal or administrative proceeding by any Governmental Person or other Person shall have been instituted or threatened in writing that questions or challenges the validity of, or seeks to enjoin, the consummation of the Closing, in any material respect.

3.4.5 Representations and Warranties. The representations and warranties set forth in Section 5.1 that are qualified with respect to materiality shall be true and correct, and the representations and warranties set forth in Section 5.1 that are not so qualified shall be true and correct in all material respects, in each case as of the Closing Date, except for those representations and warranties which are as of a specific date, which shall be true and correct as of such date.

3.4.6 Covenants. The covenants and obligations of Buyer hereunder to be complied with on or prior to the Closing shall have been performed or complied with in all material respects.

3.4.7 Officer's Certificates. Buyer shall have furnished to Seller a certificate of Buyer, dated the Closing Date and signed by a duly authorized representative of Buyer and pursuant to which such representative certifies that the condition described in Section 3.4.4 has been satisfied.

3.4.8 Sale Order. The Bankruptcy Sale Order shall have been entered.

3.4.9 Buyer Parent Guaranty. As of the Agreement Time, Buyer shall have furnished to Seller the Buyer Parent Guaranty, duly executed by Buyer Parent.

3.5 Seller Disclosure Schedules.

3.5.1 Updates to Seller Disclosure Schedule. Prior to the Closing, Seller may supplement or amend the Seller Disclosure Schedules for matters that, if existing or known on the Agreement Date, would have been required to be described in the Seller Disclosure Schedules (such information and additional schedules collectively being called the "Updating Information"); *provided*, any such supplement shall not cure any breach of a representation or warranty of Seller made prior to the date such supplement is provided, and any such Updating Information must have been approved by Buyer in its commercially reasonable discretion. As of the Agreement Date, the Seller Disclosure Schedule shall be deemed to include only that information contained therein on the Agreement Date and shall be deemed to exclude all information contained in any supplement or amendment to the Seller Disclosure Schedule.

3.5.2 Permitted Updates. The Updating Information shall automatically update the relevant representations and warranties in Section 4.1 for the purpose of determining whether the condition precedent set forth in Section 3.3.5 has been satisfied if such Updating Information reflects events or occurrences that would not reasonably be expected to have a material adverse effect on the Project Company or Project.

3.5.3 Updates Subject to Approval by Buyer. Any Updating Information that is not described in Section 3.5.2 must be in form and substance reasonably satisfactory to Buyer or such Updating Information shall render unsatisfied the condition precedent set forth in Section 3.3.5 unless waived by Buyer.

3.6 Buyer's Option Not to Close or Defer Closing. Notwithstanding anything herein to the contrary, Buyer will not be obligated to purchase a Project Company if Seller has not satisfied the conditions precedent to Closing for a Project by the Closing Deadline.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF SELLER

4.1 General Representations and Warranties Regarding Seller. Seller represents and warrants to Buyer as of the Agreement Date and each applicable Closing Date (or as of the Closing Date for those representations and warranties which are expressly made as of the applicable Closing Date) (except as set forth on the Seller Disclosure Schedules):

4.1.1 Organization. Seller is a limited liability company, duly organized, validly existing and in good standing under the Laws of the State of Delaware. Seller is qualified to do business in all jurisdictions where the failure to qualify would materially and adversely affect its ability to execute or deliver, or perform its obligations under, the Transaction Documents to which it is or will be a party.

4.1.2 Authority and Power. Subject to entry of the Bankruptcy Sale Order and any other authorization as may be required by the Bankruptcy Court, Seller has the requisite power and authority to enter into each of the Transaction Documents to which it is or will be a party, consummate each of the transactions and undertakings contemplated thereby, and perform all of the terms and conditions thereof to be performed by Seller. The execution, delivery and performance of each of the Transaction Documents to which Seller is or will be a party and the

consummation of each of the transactions and undertakings contemplated thereby have been duly authorized by all requisite action on the part of Seller under its Charter Documents.

4.1.3 Valid and Binding Obligations. Subject to entry of the Bankruptcy Sale Order and authorization as is required by the Bankruptcy Court, each of the Transaction Documents to which Seller is or will be a party has been, or will be when executed and delivered, duly and validly executed and delivered by Seller, and is, or will be when executed and delivered, legal, valid and binding obligations of Seller and enforceable against Seller in accordance with the terms thereof, except as such enforceability may be limited or denied upon general principles of equity, regardless of whether enforcement is pursuant to a proceeding in equity or at law

4.1.4 Approvals and Consents. Subject to entry of the Bankruptcy Sale Order, assuming the receipt, effectiveness and validity of the approvals and consents set forth in Schedules 4.1.4 and 4.2.8 hereto applicable to the Closing, Seller is not required to give any notice, make any filing, or obtain any consent or approval (including Governmental Approvals and consents or approvals of any third party) to execute, deliver or perform its obligations under any of the Transaction Documents to which it is a party or to consummate the transactions contemplated thereby applicable to the Closing, except where the failure to give any notice, make any filing, or obtain any consent or approval would not, individually or collectively, materially and adversely affect its ability to execute, deliver, or perform its obligations under any of the Transaction Documents to which it is or will be a party applicable to the Closing. As of the Closing Date, Seller has sent the notice required pursuant to Section 3.3.8.2 of this Agreement to the Platform Buyer.

4.1.5 No Violations. Subject to entry of the Bankruptcy Sale Order, and assuming the receipt, effectiveness and validity of the approvals and consents set forth on Schedule 4.1.4 hereto applicable to the Closing, the execution, delivery and performance by Seller of each of the Transaction Documents applicable to the Closing to which it is or will be a party does not and will not, and the consummation of the transactions contemplated thereby will not, (a) violate the Charter Documents of Seller; (b) assuming the accuracy of the representations and warranties of Buyer set forth herein, violate or be in conflict with, or constitute a default (or any event that, with or without due notice or lapse of time, or both, would constitute a default) under, any Contract to which Seller is a party or by which any of Seller's properties or assets are or may be bound that, in any case, would materially and adversely affect the ability of Seller to perform any of its obligations under the Transaction Documents to which it is or will be a party; or (c) violate any applicable Law that, in any case, would materially adversely affect its ability to perform any of its obligations under the Transaction Documents applicable to the Closing.

4.1.6 No Litigation. Except as set forth on Schedule 4.1.6, there are no actions, suits, or legal or arbitration proceedings pending to which Seller is a party (and, to Seller's Knowledge, there are no actions, suits or legal or arbitration proceedings threatened against Seller), in any such case at law or in equity before any Governmental Person or arbitral body against or affecting Seller, that would reasonably be expected to have a material adverse effect on the ability of Seller to perform its obligations under the Transaction Documents or to consummate the transactions contemplated thereby.

4.1.7 Equity Interests. Seller is the direct or indirect record and beneficial owner of, and holds good and valid title to, the Equity Interests, Free and Clear (other than DIP Liens). The Equity Interests with respect to any applicable Project Company constitute 100% of the equity interests in the applicable Project Company. At the applicable Closing, Seller will transfer (or will cause the transfer of) the applicable Equity Interests to Buyer (or its designee) Free and Clear. None of the Project Companies are subject to any agreement or other arrangement with respect to voting rights or transferability of its Equity Interests, and there are no outstanding options, warrants, rights (including conversion or preemptive rights, rights of first offer or rights of first refusal) or agreements for the purchase or acquisition of any portion of any Project Company's Equity Interests or securities convertible or exchangeable for any portion of any Project Company, other than as provided in this Agreement or as may have been created by or through Buyer. All of the Equity Interests are duly and validly authorized and issued, fully paid and non-assessable, were issued in compliance with all applicable Laws and require no further capital contributions, loans or credit support. The Equity Interests for each Project Company are represented by a certificate of ownership interest ("**Ownership Certificate**"), copies of which have been Made Available to Buyer. The delivery by Seller of the Assignment Agreement in the manner provided in Section 3.2.1 will transfer to Buyer good and marketable title to the Equity Interests, Free and Clear other than with respect to Liens created or suffered to exist by Buyer or its Affiliates. No Project Company is the beneficiary of any Existing Credit Support other than the application deposits required by the CSG Program Rules, and the Interconnection Agreement deposits, applicable to the Project Company pursuing such Project. Subject to Section 6.2.3, Seller acknowledges and agrees that upon Closing, it will have no right, title, or interest in and to the applicable Equity Interests (including without limitation, any security interest or equitable interest in and to the assets of the Project Company).

4.1.8 Brokers. Seller has no liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Buyer could become liable or obligated.

4.1.9 Bank Accounts. The Project Companies do not maintain any account of any nature at any bank, trust company or other financial institution.

4.1.10 Investment Company. Neither Seller nor the Project Companies are an "investment company," or an "affiliated person" of an "investment company," or a company "controlled" by an "investment company" as such terms are defined in the Investment Company Act of 1940, as amended.

4.1.11 Foreign Person. Seller is not a foreign person within the meaning of Section 1445 of the Code and is a United States person within the meaning of Section 1446 of the Code.

4.1.12 Guarantees. Except for the DIP Liens, none of the Project Companies have guaranteed or otherwise agreed to become responsible for any Indebtedness or liabilities of any Person.

4.2 Representations and Warranties Regarding the Project Companies and the Project. Seller represents and warrants to Buyer, with respect to each of the Project Companies

and the Projects, as of the Agreement Date (or as of the Closing Date for those representations and warranties which are expressly made as of the applicable Closing Date) as follows:

4.2.1 Organization of the Project Companies. Each of the Project Companies is a limited liability company, duly organized, validly existing and in good standing under the laws of Delaware. Each Project Company is qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure to so qualify would reasonably be expected to have a Project Material Adverse Effect. No Project Company is in breach of, or default under, any of its Charter Documents, and no event has occurred that, with the giving of notice or the passage of time, or both, would constitute a default by any Project Company under any of its Charter Documents, and no Project Company has given written notice to, or received any written notice that, any member is in breach of, or default under, any of its obligations under its Charter Documents. True, correct and complete copies of the Charter Documents of each Project Company, all in such form as currently in effect, have been Made Available to Buyer. The only business activity that has been carried on or is currently carried on by each Project Company is the development, construction, operation and ownership of the Project applicable to such Project Company.

4.2.2 Managers and Bank Accounts. Schedule 4.2.2 is a correct and complete list of (a) the managers, and if applicable, officers and directors, of each Project Company, (b) the names and locations of all of the bank accounts of each Project Company, if any, and (c) the persons authorized to sign checks drawn on such accounts.

4.2.3 No Violations. Assuming the receipt, effectiveness and validity of the approvals and consents set forth on Schedule 4.1.4 hereto applicable to the Closing and assuming the accuracy of the representations and warranties of Buyer set forth herein, the execution, delivery and performance by Seller and each Project Company of each of the Transaction Documents contemplated to be executed at the Closing to which Seller or a Project Company is a party does not and will not, and the consummation of the transactions contemplated thereby will not, (a) violate the Charter Documents of any Project Company; b) violate or be in conflict with, or constitute a material default (or any event that, with or without due notice or lapse of time, or both, would constitute a material default) under, or cause or permit the acceleration of the maturity of, or give rise to any right of termination, cancellation, imposition of fees or penalties under, any Material Contract; (c) violate any Law, order, judgment, decree, or consent applicable to any Project Company; or (d) materially adversely affect the validity or enforceability of any Governmental Approval listed on Schedule 4.2.8 that is issued in the name of the applicable Project Company.

4.2.4 Contracts. With respect to Project Companies: (a) Schedule 4.2.4 contains a true, correct and complete list of all Material Contracts and all amendments and supplements thereto to which each Project Company is a party or by which its assets are subject (other than any real property agreements, which are listed on Schedule 4.2.5), (b) true, correct and complete copies of all such Material Contracts have been Made Available to Buyer, (c) except as to the payment obligations set forth in Schedule 4.2.10 (as to disclosed liabilities) which shall be paid in full upon the Closing, no Project Company is in default (and, to Seller's Knowledge, no other party thereto is in default in any material respect) of any material obligation under any such Material Contract, except for any default that would not reasonably be expected to materially and

adversely affect the ability of a such party to perform such obligation, and (d) each Material Contract is in full force and effect, has not been assigned by Project Company and is valid, binding and enforceable (i) against applicable Project Company and (ii) against other parties thereto in accordance with its respective terms. Except as to the payment obligations set forth in Schedule 4.2.10 (as to disclosed liabilities) which shall be paid in full upon the Closing, there are no events or circumstances which are reasonably likely to contravene, conflict with, or result in a violation or breach of, or give any Person the right to declare a default or exercise any remedy under, or accelerate any obligation under, or to cancel, terminate, or modify any Material Contract. Neither the Seller nor any of the Project Companies have delivered to, or received from, any party to any Material Contract (i) a notice of termination, cancellation, repudiation, non-renewal or assertion of breach with respect to such Contract, (ii) a notice of force majeure under such Material Contract, or (iii) a notice of breach of warranty or indemnification claim under such Material Contract. There are no renegotiations of, or attempts or requests to renegotiate or outstanding rights to renegotiate any Material Contract with any Person. No Existing Subscriber has communicated any intention to Seller to terminate a Subscription Agreement or withhold its consent to the assignment of a Subscription Agreement for any reason. Seller acknowledges and agrees that upon Closing, it will have no right, title or interest in and to the Material Contract (including without limitation, any security interest or equitable interest in and to the Material Contract).

4.2.5 Real Property Contracts. With respect to all Project Companies: (a) Schedule 4.2.5 contains a true, correct and complete list of all Material Contracts constituting leases or options of real property and all amendments and supplements thereto to which each Project Company is a party, (b) true correct and complete copies of such documents have been Made Available to Buyer, (c) Project Company is not in default (and no other party thereto is in default in any material respect) of any material obligation therein, except for any default that would not reasonably be expected to materially and adversely affect the ability of such party to perform such obligation, and (d) each Material Contract is in full force and effect, has not been assigned by the applicable Project Company. Seller acknowledges and agrees that upon Closing, it will have no right, title or interest in and to the applicable Material Contract (including without limitation, any security interest or equitable interest in and to the Material Contract).

4.2.6 Assets and Real Estate Interests.

4.2.6.1 As of the applicable Closing Date, each Project Company has good and marketable title to its Assets Free and Clear. The Assets of each Project Company constitutes all the material assets and properties necessary for the conduct by the applicable Project Company of its business and operations as presently conducted, as it will be conducted through the Closing Date, and in accordance with Prudent Industry Practices.

4.2.6.2 No Project Company owns, leases or occupies any real property except pursuant to the Real Property Contracts. There is no pending or threatened condemnation (or similar proceedings) of all or any part of any Project Site relating to the Projects, and neither Seller nor any Project Company has assigned or sublet or granted any rights to use and occupy or created any limitations to or on its interests in any Project Site to any Person except as expressly set forth in the Real Property Contracts, and (ii) there are no zoning, building code, occupancy restriction or other land-use regulation proceedings (except for Permitted Encumbrances) that could, individually or in the aggregate, result in a Project Material Adverse

Effect, nor has Seller or any Project Company received any notice of any special assessment proceedings affecting the Project Site, or applied for any change to the zoning or land use status of the Project Site.

4.2.7 Compliance with Laws. Except (a) as has been cured or otherwise resolved and (b) as to any Environmental Law or Hazardous Material or other environmental matters (which matters are covered exclusively by the representations made in Section 4.2.12) as to environmental matters) and any employment matters (which matters are covered exclusively by the representations made in Sections 4.2.13 (as to employees) and 4.2.14 (as to employee benefit plans): (i) each Project Company has complied in a timely manner with all material applicable Laws; (ii) no notice, charge, claim, action or assertion has been filed, commenced or threatened in writing against any Project Company or any Project alleging any violation of any of the foregoing, which such notice, charge, action or assertion remains threatened or pending; and (iii) no investigation with respect to any of the foregoing has been commenced and remains unresolved.

4.2.8 Permits. With respect to such Project Company and Project, Part A of Schedule 3.3.18 is, (a) as of the Agreement Date, to Seller's Knowledge, a true, correct and complete list of all Discretionary Permits required to construct and commence operation of each such Project, whether currently held by the applicable Project Company or not, and (b) as updated prior to such Closing Date, a true, correct and complete list of all Discretionary Permits required to construct and commence operation of each such Project, whether currently held by the applicable Project Company or not; Part B of Schedule 3.3.18, as updated prior to such Closing Date, identifies all Permits held by such Project Company and all Permits, if any, that Seller, SunEdison LLC or an Asset Holding Company, on behalf of such Project Company, is holding and will assign to such Project Company on or before the applicable Closing Date (the "**Seller Permits**"). Buyer shall be responsible for acquiring all other Permits (the "**Excluded Permits**"). As of the applicable Closing Date, Seller has delivered to Buyer a true, correct and complete copy of each Seller Permit. To Seller's Knowledge, there are no conditions or circumstances or issues that represent any material impediment to the prompt issuance of any Excluded Permit. As of the applicable Closing Date:

4.2.8.1 each Seller Permit is legal, valid and binding in accordance with its terms and in full force and effect;

4.2.8.2 the consummation of the transactions contemplated by the Transaction Documents do not violate the terms of such Seller Permit;

4.2.8.3 no party to such Seller Permit is in non-compliance with the terms and conditions of such Seller Permit, and no event has occurred which with notice or lapse of time would constitute non-compliance with such terms and conditions; and

4.2.8.4 no Action is pending or, to Seller's Knowledge, is threatened which challenges the legality, validity, or enforceability of the Seller Permit.

4.2.9 Litigation. Except as set forth in Schedule 4.1.6, there are no actions, suits or legal or arbitration proceedings pending to which any Project Company is a party, and neither Seller nor any Project Company nor any of their respective Affiliates has received written

notice of any threatened actions, suits or legal or arbitration proceedings against or affecting the Project Company, nor have any of their respective directors, managers, members or officers been advised of any such threatened proceedings, in any such case at law or in equity before any Governmental Person or arbitral body against or affecting any Project Company or any Project.

4.2.10 No Undisclosed Liabilities. No Project Company has any Liabilities of any nature (whether secured or unsecured, accrued, absolute or contingent, unliquidated or otherwise and whether known or unknown or due or to become due) that would be required to be disclosed in a balance sheet prepared in accordance with GAAP, except for Liabilities arising in the ordinary course under the Material Contracts and Governmental Approvals listed in the Seller Disclosure Schedule (none of which is a Liability for breach of contract, breach of warranty or tort). Except as set forth in Schedule 4.2.10, all invoices or other demands for payment received prior to a Closing Date by the Project Company subject to the Closing or by Seller or its Affiliates with respect to any existing Contracts related to the Project subject to the Closing have been paid in full or otherwise disclosed to Buyer in writing, and the applicable Project Company does not otherwise have any outstanding obligations to make any payment as of the Closing Date.

4.2.11 Tax Matters.

4.2.11.1 Tax Returns. The Seller and Project Companies have filed or has caused to be filed all income Tax Returns and all material non-income Tax Returns that are required to be filed on or before the Closing Date applicable to the Project Companies (giving regard to valid extensions), by or with respect to such Project Company, either separately or as a disregarded entity within a group of corporations, in a timely, complete and accurate manner and in accordance with applicable Law. All such Tax Returns were true, complete and correct in all material respects at the time of such filing and filed on a timely basis, taking into account applicable extensions. No audit, examination or other administrative proceedings or court proceedings are presently pending or threatened with regard to any Taxes or Tax Returns of the Project Companies or of Seller, with respect to the Project Companies and their assets, and there are no Liens for Taxes upon any property or Asset of the Project Companies.

4.2.11.2 Taxes Paid or Accrued. All income Taxes and all material non-income Taxes shown to be due on all Tax Returns filed on or before the Closing Date by or on behalf of the Project Companies have been paid or will be paid in full on or before the Closing Date, and all material Taxes that are required to be withheld or collected by or on behalf of the Project Companies have been duly withheld and collected and, to the extent required, have been paid to the appropriate Governmental Person or properly deposited as required by applicable Law. As of the Closing Date, since the date of the Financial Statements for each Project Company delivered pursuant to Section 4.2.16, no Project Company has incurred or accrued any liability for Taxes other than in connection with transactions in the ordinary course of business.

4.2.11.3 Assessments. No Taxing Authority has asserted or threatened to assert any deficiency or assessment, or proposed (formally in writing or, to Seller's Knowledge, informally) any adjustment, for any Taxes against any Project Company that has not been fully resolved.

4.2.11.4 Tax Sharing Agreements. No Project Company is a party to any Tax sharing, Tax indemnification or similar agreement currently in force other than customary tax indemnification provisions in any Contract to which the applicable Project Company is a party. The Seller, with respect to the Project Companies, and the Project Companies do not have any liability for Taxes of any person as a transferee or successor, by contract or otherwise; the Project Companies do not have any liability for Taxes as a result of Treasury Regulations Section 1.1502-6 or the analogous provisions of any state, local or foreign law.

4.2.11.5 Tax Classification. The Project Companies are and have at all times been treated as either a partnership or a disregarded entity for U.S. federal and state income tax purposes, and no election has been filed with respect to any Project Company so as to cause it to be treated as an association taxable as a corporation for U.S. federal income tax purposes.

4.2.11.6 Withholding. Seller, with respect to the Project Companies and its assets, and the Project Companies have complied with all applicable Laws relating to the payment and withholding of Taxes (including withholding and reporting requirements under Code Sections 1441 through 1464, 3401 through 3406, 6041 and 6049 and similar provisions under any other applicable Law) and has, within the time and in the manner prescribed by law, withheld from employee wages, if any, and paid over to the proper Governmental Authority all required amounts;

4.2.11.7 No Waiver or Extension. Seller, with respect to the Project Companies and their assets, and the Project Companies have not executed (nor is it subject to) any waiver or extension currently in effect or comparable consents regarding the application of the statute of limitations for any Taxes or Tax Returns;

4.2.11.8 No Power of Attorney. No power of attorney currently in force has been granted by Seller or the Project Companies with respect to the Taxes of the Project Companies;

4.2.11.9 No Rulings. Neither Seller (or an affiliate of Seller), with respect to any Project Company or its respective assets, nor any Project Company has requested or received any written ruling of a taxing authority relating to Taxes;

4.2.11.10 No Grants. (i) No grants have been provided by the United States, a state or a political subdivision of a state in connection with any Project being developed by the Project Companies; (ii) no assets of any Project Company is subject to the alternative depreciation system within the meaning of Section 168(g) of the Code or tax-exempt use property within the meaning of Section 168(h) of the Code; (iii) no subsidized energy financing has been provided (directly or indirectly) under a federal, state or local program in connection with any Project; and (iv) no Tax credit (including the investment tax credit under Code Section 48) has been allowed with respect to any property that is part of any Project;

4.2.11.11 Placed in Service. No Assets of any Project Company has been placed in service for federal income tax purposes.

4.2.11.12 Income Tax Credits. Neither Seller nor any Affiliate of Seller has claimed any income Tax credits under Sections 45 or 48 of the Code with respect to any Project.

4.2.11.13 Depreciation Deductions. Neither Seller nor any Affiliate of Seller has claimed any depreciation deductions under Sections 167 or 168 of the Code with respect to any Project. Neither Seller not any Affiliate of Seller has taken any action that would cause the assets comprising any Project to be subject to (and neither Seller nor any Affiliate of Seller has made any election that would subject the assets comprising any Project to) the alternative depreciation system under Section 168(g) of the Code.

4.2.11.14 Solar Energy Property. Each Project as designed by Seller prior to Closing is intended to use solar resources to generate electricity within the meaning of Section 48 of the Code.

4.2.12 Environmental Matters. Except as would not be reasonably expected to have a material adverse effect on the Project Company or as otherwise set forth on Schedule 4.2.12:

4.2.12.1 To Seller's Knowledge, no release of Hazardous Material has occurred at, onto, from or under any of the properties covered by the Real Property Contracts. Except as provided for in the Governmental Approvals obtained by or on behalf of the applicable Project or applicable Project Company or its Affiliates, no Project Company nor its Affiliates nor any Project is subject to any outstanding order under any Environmental Laws that imposes obligation for compliance or for cleanup of Hazardous Materials and in any such event where an obligation for compliance or for cleanup of Hazardous Materials existed, such obligation has already been performed.

4.2.12.2 There are no pending or, to Seller's Knowledge, threatened Environmental Claims that have been asserted against any Project Company or, to Seller's Knowledge, asserted against any third party and relating to any Project.

4.2.12.3 Seller has Made Available to Buyer copies of all reports, assessments, documents and materials owned by, in the possession of or otherwise available to Seller describing the environmental conditions of any Project Sites relating to each Project under development by the applicable Project Company, including with respect to the presence or potential presence of Hazardous Substances, protected species or protected resources.

4.2.12.4 To Seller's Knowledge there are no facts, circumstances, conditions or occurrences regarding any Project that could reasonably be expected to (i) form the basis of an Environmental Claim, (ii) other than as contemplated by the Permits listed on Schedule 3.3.18 – Part A, Governmental Approvals listed on Schedule 4.2.8 and the Permitted Encumbrances, cause any Project to be subject to any restrictions on ownership, occupancy or use or (iii) require any Governmental Approval other than as set forth on Schedule 4.2.8.

4.2.12.5 The Project Companies have complied, and are in compliance with, all Environmental Laws.

4.2.12.6 The Project Companies have obtained, have complied with, and are in compliance with all Governmental Approvals that are required pursuant to Environmental Laws for the ownership and operation of all Projects, and all such Governmental Approvals are in full force and effect and, to Seller's Knowledge, no event has occurred and is continuing that permits, or after notice or lapse of time or both would permit, any materially adverse modification, revocation, or termination of, or any other material adverse change in, any such Governmental Approval.

4.2.12.7 No Project Company has, either expressly or by operation of Law, assumed or undertaken any Liability, including any obligation for corrective or remedial action, of any other Person relating to Environmental Laws.

4.2.12.8 The representations and warranties made in this Section 4.2.12 are the sole and exclusive representations and warranties with respect to Environmental Laws, Hazardous Materials and other environmental matters.

4.2.13 Employees. No Project Company has, nor at any time in the past had, any employees.

4.2.14 Employee Benefit Plans. No Project Company has maintained or participated in any Benefit Plan.

4.2.15 Subsidiaries and Joint Ventures. No Project Company owns, nor has at any time in the past owned, any capital stock, security, membership or partnership interest or other equity interest of any kind in any corporation, partnership, limited liability company, joint venture, association or other entity.

4.2.16 Financial Statements. As of the Closing Date, Seller has provided to Buyer a true and correct copy of the most recent unaudited balance sheet of the applicable Project Company (dated no earlier than 60 days prior to the Closing Date for each Project Company) (the "**Financial Statements**"). The Financial Statement present fairly in all material respects the financial condition of such Project Company. Since the date of the Financial Statements, each Project Company has operated, in all material respects, in the ordinary course of business, and there has not been any Project Material Adverse Effect.

4.2.17 Compliance with Office of Foreign Assets Control. None of Seller nor any Project Company nor the Seller's directors, officers or employees is an OFAC Sanctioned Person. Seller, Project Companies and their respective directors, officers or employees are in compliance with, and have not previously violated, the Compliance Regulations, as amended, or all other applicable anti-money laundering laws and regulations. None of (a) the purchase and sale of the Equity Interests, (b) the use of the Purchase Price for the Equity Interests, (c) the execution, delivery and performance of this Agreement or any of the Transaction Documents by Seller or of any Project Company or (d) the consummation of any transaction contemplated hereby or thereby, or the fulfillment of the terms hereof or thereof, will result in a violation by Seller, of any Project Company's or Seller's directors, officers or employees of any of the Compliance Regulations, or of any anti-money laundering laws of the United States or any other applicable jurisdiction.

4.2.18 Brokers. Neither Seller nor any Project Company has any liability or obligation to pay fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement.

4.2.19 Affiliate Transactions. From and after the applicable Closing Date and except as contemplated by this Agreement, neither Seller nor any Affiliate or Representative of Seller (other than the Project Companies) is party to any agreement or arrangement involving the applicable Project Company or Project.

4.2.20 Compliance. Seller, the Project Companies and their respective Representatives have complied fully with all applicable Compliance Regulations. Seller, the Project Companies and their respective Representatives have not, either directly or indirectly, made a Prohibited Payment or engaged in a Prohibited Transaction.

4.2.21 Insurance. One or more of Seller's Affiliates maintains insurance sufficient to cover each Project Company (or Seller) and, in all material respects, all insurance required to be maintained by the applicable Contracts relating to its Project. Each such policy is valid, binding, and in full force and effect. There are no pending, or to Seller's Knowledge, threatened claims under, or any basis for the making of any claim under, any insurance policy in existence prior to the applicable Closing Date related to the applicable Project.

4.2.22 Regulatory Status.

4.2.22.1 No Project Company is subject to regulation by FERC as a public utility under the FPA.

4.2.22.2 No Project Company is subject to, or is exempt from, the requirements of PUHCA 2005.

4.2.22.3 No Project Company is subject to regulation as a public utility, electric utility, or similar entity under the laws of any state.

4.2.22.4 Neither Seller nor any Project Company is an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder or an "investment advisor" within the meaning of such Investment Company Act.

4.2.22.5 Seller has been notified by Xcel Energy that each Project (and corresponding SRC Number) has met the requirements for "Initial Application Completeness" (as defined in the CSG Program Tariff), and all such notices have been Made Available.

4.2.22.6 Schedule 4.2.22.5 sets forth for each Project: (a) the anticipated size in MW(AC); (b) SRC numbers for the relevant community solar garden; (c) location; and (d) the direct owner (legal entity). Seller has Made Available (i) operator and owner/developer name and contacts in any Xcel application or program related software administered under the CSG Program; and (ii) identified points of contact for Xcel Energy and applicant for any technical and engineering communications.

4.2.22.7 Schedule 4.2.22.6 sets forth a true and correct list of all fully executed Interconnection Agreements, including any executed assignment agreements associated therewith.

4.2.22.8 Schedule 4.2.22.7 provides a true and correct list of interconnection details for each Project (or associated SRC numbers as appropriate) including: (a) the date such Project was deemed Expedited Ready (as defined in the CSG Program Tariff), (b) current Study Queue Position (as defined in the CSG Program Tariff), (c) Estimated Interconnection Costs, (d) the Indicative Cost Estimate (as defined in the CSG Program Tariff), (e) expected Project size, and (f) the requested interconnection in-service date .

4.2.22.9 Subject to confidentiality restrictions imposed on certain Affiliates of Seller (or such Affiliates' employees) by Xcel Energy relating to such Affiliates' (or their employees') review of Xcel's protected transmission, distribution and interconnection information, Seller has Made Available all material written information provided to it by Xcel Energy with respect to each Project's Study Queue Position, interconnection design and engineering studies, construction timelines for the facilities and equipment being required for interconnection and costs associated therewith which, if not Made Available, could reasonably be expected to have a Project Material Adverse Impact;

4.2.22.10 Except as set forth in Schedule 4.2.22.10, each Project is in compliance with the CSG Program Rules and "Co-Location Limits" (as defined in the CSG Program Tariff).

4.2.22.11 Except as set forth in Schedule 4.2.22.10, no Project has been and is not currently involved in a co-location dispute or an interconnection dispute process.

4.2.22.12 Seller has not received notice from Xcel Energy, or Seller has Made Available such notice, nor to Seller's' Knowledge is Seller aware, of any change to any Project's Study Queue Position, missed milestones or payments associated with the interconnection process, or reason for delays in the interconnection process, or timelines for construction or installation of facilities or equipment required for interconnection that could reasonably be expected to significantly delay COD.

4.2.22.13 Seller has not received notice from Xcel Energy, or Seller has Made Available such notice, that any Project (or any projects with higher priority Study Queue Position relative to such Project and on the same substation) will require material upgrades.

4.2.23 Affiliate Transactions. Except as disclosed in Schedule 4.2.23, there are no existing or pending transactions, Contracts or Liabilities between any Project Company, on the one hand, and Seller or any of its other Affiliates, or any of the members, directors, or officers of Seller or any of its other Affiliates, on the other hand.

4.2.24 Transfer by Asset Holding Companies. All assets held by the Project Companies that have been transferred to the Project Companies by the Asset Holding Companies have been transferred Free and Clear (other than DIP Liens) and, where applicable, with the approval of the Bankruptcy Court. Each Asset Holding Company received full and fair value for

each of the assets transferred, directly or indirectly, to the Project Companies, and no part of such value consisted of the satisfaction of indebtedness.

4.2.25 No Wholesale Sales Authorization. As of the Agreement Date, no Project Company has obtained any legal authorization to make sales of electric energy at wholesale in interstate commerce. Neither Seller nor any of its Affiliates have filed any qualifying facility certification with the Federal Energy Regulatory Commission with respect to any Project.

ARTICLE 5

REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS OF BUYER

5.1 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as of the Agreement Date as follows (except as set forth on the Buyer Disclosure Schedules):

5.1.1 Organization. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. Buyer is qualified to do business in all jurisdictions where the failure to qualify has or would reasonably be expected to have a Buyer Material Adverse Effect.

5.1.2 Authority and Power. Buyer has the requisite power and authority to enter into each of the Transaction Documents to which it is or will be a party, consummate each of the transactions and undertakings contemplated thereby, and perform all the terms and conditions thereof to be performed by it. The execution, delivery and performance of each of the Transaction Documents to which Buyer is or will be a party and the consummation of each of the transactions and undertakings contemplated thereby have been duly authorized by all requisite action on the part of Buyer under its Charter Documents.

5.1.3 Valid and Binding Obligations. Each of the Transaction Documents to which Buyer is or will be a party has been, or will be when executed and delivered, duly and validly executed and delivered by Buyer, and is, or will be when executed and delivered, enforceable against Buyer in accordance with the terms thereof, except as such enforceability may be limited or denied by (a) applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights and the enforcement of debtors' obligations generally, and (b) general principles of equity, regardless of whether enforcement is pursuant to a proceeding in equity or at law.

5.1.4 Approvals and Consents. Buyer is not, and will not be, required to give any notice, make any filing, or obtain any consent or approval (including Governmental Approvals and consents or approvals of any third party) to execute, deliver or perform any of the Transaction Documents to which it is or will be a party or to consummate the transactions contemplated thereby.

5.1.5 No Violations. The execution, delivery and performance by Buyer of each of the Transaction Documents to which it is or will be a party does not and will not, and the consummation of the transactions contemplated thereby will not (a) violate the Charter Documents of Buyer, (b) violate or be in conflict with, or constitute a default (or any event that, with or without due notice or lapse of time, or both, would constitute a default) under, any Contract to which Buyer

is a party or by which any of Buyer's properties or assets are or may be bound that, in any case, has or would reasonably be expected to have a Buyer Material Adverse Effect, or (c) violate any applicable Law.

5.1.6 No Litigation. There are no actions, suits, or legal or arbitration proceedings pending to which Buyer is a party (and, to Buyer's Knowledge, there are no actions, suits or legal or arbitration proceedings threatened against Buyer), in any such case at law or in equity before any Governmental Person or arbitral body against or affecting Buyer, that has or would reasonably be expected to have a Buyer Material Adverse Effect.

5.1.7 Investment Company Act. Buyer is not an "investment company" or a company controlled by an "investment company" within the meaning of the Investment Company Act of 1940.

5.1.8 Securities Law Matters. Buyer hereby acknowledges that the Equity Interests have not been registered under the Securities Act, or registered or qualified for sale under any state securities laws, and cannot be resold without registration thereunder or exemption therefrom. Buyer is an "accredited investor," as such term is defined in Regulation D of the Securities Act, and will acquire the Equity Interests for its own account and not with a view to a sale or distribution thereof in violation of the Securities Act, and the rules and regulations thereunder, any applicable state "blue sky" laws or any other applicable securities laws. Buyer has sufficient knowledge and experience in financial and business matters to enable it to evaluate the risks of investment in the Equity Interests and at Closing will have the ability to bear the economic risk of this investment for an indefinite period of time. Buyer acknowledges that it has been afforded an opportunity to request and to review all information considered by Buyer to be necessary to make the investment decision to enter into this Agreement and to consummate the transactions contemplated hereby.

5.1.9 Financial Capability. Buyer is, and in good faith expects to be until the Closings of all Projects, capable of making timely payment of the Purchase Price.

5.1.10 No Resale Commitment. Buyer is under no obligation to offer or sell any Project to any Affiliate or third party and Buyer has made no advance pricing agreement with respect to any Project.

ARTICLE 6

COVENANTS

6.1 Covenants of All Parties.

6.1.1 Consummation of Transactions and Obtaining Approvals. Upon the terms and subject to the conditions of this Agreement, each Party shall (a) as promptly as is reasonably practicable, diligently and in good faith use commercially reasonable efforts to cause each Closing condition in this Agreement to be satisfied as soon as reasonably possible, and (b) coordinate and cooperate with the other Party in providing such information and supplying such assistance as may be reasonably requested by such other Party in connection with the foregoing. Without limiting the generality of the foregoing or any other provision of this

Agreement regarding approvals, each Party shall use commercially reasonable efforts to obtain all authorizations, consents, Orders, and approvals of, and to give all notices to and make all filings with, all Governmental Persons (including those pertaining to the Governmental Approvals) and third parties that may be or become necessary for its performance of its obligations under this Agreement and shall cooperate fully with the other Party in promptly seeking to obtain all such authorizations, consents, Orders, and approvals, giving such notices, and making such filings.

6.1.2 Broker Fees. Seller shall indemnify and hold harmless Buyer, and Buyer shall indemnify and hold harmless Seller, in each case including all of such Parties' Affiliates and their respective directors, officers, employees and agents, from and against any claim by a broker, finder, investment banker or other Person for any brokerage, finder's or other fee or commission in connection with this Agreement or the transactions contemplated hereby, that is based upon any agreement, arrangements or commitments, written or oral, made by or on behalf of Seller or any Project Company (in the case of Seller indemnifying Buyer) or Buyer (in the case of Buyer indemnifying Seller).

6.1.3 Further Assurances. Upon the terms and subject to the conditions of this Agreement, each Party shall use commercially reasonable efforts to do and perform or cause to be done and performed all further acts and things and shall execute and deliver all further agreements, certificates, instruments and documents as any other Party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement or any of the Transaction Documents and the consummation of the transactions contemplated hereby and thereby. Without limiting the generality of the foregoing, after the Closing Date, any assets, contracts, agreements, property or other rights held by the Seller or an Affiliate of the Seller that are reasonably necessary for the development, construction, operation or maintenance of the Project by the applicable Project Company as currently proposed, shall be deeded, assigned or otherwise transferred to the applicable Project Company at no cost to Buyer or the applicable Project Company. Each Party shall take such actions as may be reasonably requested by the other Party to assist it in obtaining the Bankruptcy Court's entry of the Bankruptcy Sale Order and any other order of the Bankruptcy Court reasonably necessary to consummate the Transactions.

6.2 Covenants of Seller.

6.2.1 Pre-Closing Period Actions. Except as set forth on Schedule 6.2.1, during the Pre-Closing Period, Seller may take or cause the Project Companies to take any action in furtherance of the development of the applicable Project Sites, so long as such action is reasonable under the circumstances and not materially and adversely inconsistent with Seller's prior development activities with respect to the Project Sites. All actions taken by Seller pursuant to this Section 6.2.1 shall be at Seller's sole cost and expense, except to the extent such costs are reimbursable to Seller pursuant to the terms of Section 2.3 hereof.

6.2.2 Pre-Closing Access to Information; Confidentiality. Seller shall, during the Pre-Closing Period, furnish or cause to be furnished to Buyer and its Representatives, at reasonable times and upon reasonable notice, (a) such access, during normal business hours, to each Project Site as Buyer reasonably requests that Seller or its Affiliates have the ability to provide; and (b) such access to the books, records and other information of each Project Company as Buyer reasonably requests; *provided*, (i) Seller shall have the right to have a Representative

present and impose reasonable restrictions and requirements for safety purposes, and (ii) Seller shall not be required to provide access to any information that is subject to attorney-client privilege to the extent doing so would cause such privilege to be waived, prohibited by applicable Law or subject to contractual prohibitions against disclosure to the extent doing so would violate such prohibition (subject in each case to using commercially reasonable efforts to obtain waivers or consents to permit such disclosure). During the Pre-Closing Period, Buyer shall treat all information obtained from or on behalf of Seller pursuant to this Section 6.2.2 as "Confidential Information" under the Mutual Nondisclosure Agreement, and Buyer shall continue to honor, and cause its Representatives to honor, the obligations thereunder.

6.2.3 Pre-Closing Access to Information. Seller shall, during the relevant Pre-Closing Period, (a) deliver to Buyer by the fifth (5th) Business Day of each month until this Agreement terminates, a reasonably detailed summary (a "Progress Report") of development activities undertaken by Seller and progress achieved towards satisfaction of the conditions precedent to each Closing, including (i) any material changes in the anticipated cost or schedule for the development and construction of the Projects, (ii) any material communication with Xcel Energy regarding any Project and (iii) an updated schedule of expected Closing Dates for each Project, (b) reasonably cooperate with Buyer to arrange, at Buyer's reasonable request, regular telephonic or in person meetings with Seller's or its Affiliate's personnel with knowledge regarding the ongoing development of the Projects and with Xcel Energy representatives, landowners and other third parties necessary for the development and construction of the Projects, (c) furnish or cause to be furnished to Buyer and its Representatives, at reasonable times and upon reasonable notice, (i) a reasonably detailed summary of any material communication with Xcel Energy during the relevant Pre-Closing Period regarding any Project that has not been Made Available (ii) such access, during normal business hours, to each Project Site as Buyer reasonably requests that Seller or its Affiliates have the ability to provide; and (iii) such access to the books, records and other information of each Project Company that has not been Made Available as Buyer reasonably requests; provided, (x) Seller shall have the right to have a Representative present and impose reasonable restrictions and requirements for safety purposes, and (y) Seller shall not be required to provide access to any information that is subject to attorney-client privilege to the extent doing so would cause such privilege to be waived, prohibited by applicable Law or subject to contractual prohibitions against disclosure to the extent doing so would violate such prohibition (subject in each case, except with respect to attorney-client privilege, to using commercially reasonable efforts to obtain waivers or consents to permit such disclosure). During the Pre-Closing Period, Buyer shall treat all information obtained from or on behalf of Seller pursuant to this Section 6.2.3 as "Confidential Information" under the Mutual Nondisclosure Agreement, and Buyer shall continue to honor, and cause its Representatives to honor, the obligations thereunder.

6.2.4 Contracts. Other than the specific changes contemplated by Schedule 3.3.15 – Part B, with respect to Subscription Agreements in effect as of the Agreement Date, no Material Contract shall be amended in any respect without the express prior written consent of Buyer, such consent (i) with respect to any material amendment, to be in Buyer's sole discretion, and (ii) with respect to any non-material amendment, not to be unreasonably withheld, conditioned or delayed. No additional Contracts binding on a Project Company may be entered into following the Agreement Date without the express prior written consent of Buyer, such consent to be in Buyer's sole discretion.

6.2.5 Certain Permits. Seller shall cooperate with Buyer prior to the Closing of each Project in good faith to aid Buyer in obtaining any water quality and stormwater runoff Permits required to construct and commence operation of each Project prior to the Closing of such Project; provided that Seller shall not be required to incur any out-of-pocket expenses as a result of complying with this Section 6.2.5. Seller shall use commercially reasonable efforts to determine with Buyer whether there are mutually-acceptable ways to work with the applicable Governmental Persons in order to address any revocable and/or terminable nature of the interim use permits issued to Projects holding any Interim Use Permit or for which an Interim Use Permit Seller (or its Affiliates) have applied or to yet be applied.

6.2.6 Post-Closing Deliverables. Within five (5) Business Days after receipt of the Closing Date Payment, Seller shall obtain and deliver to Buyer (a) the final unconditional lien waivers from each third party listed in Schedule 6.2.6, and (b) the applicable Equity Interests certificate.

6.2.7 Bankruptcy Proceedings. Each of Seller and each Asset Holding Company shall, within three (3) Business Days of the Agreement Date, seek to obtain Bankruptcy Court approval of the sale of the Equity Interests to Buyer and this Agreement and, in connection therewith, shall diligently and in good faith seek entry by the Bankruptcy Court of the Bankruptcy Sale Order. Seller shall cause one or more of its officers or other representatives with personal knowledge of the Transactions and the marketing of the Equity Interests and Project Assets to submit affidavits or declarations in support of the Bankruptcy Sale Motion, which affidavits or declarations shall include, without limitation, the following matters: (i) a description of the marketing process; (ii) that the negotiations between the Parties were conducted on an arms'-length basis, that Seller is entering into this Agreement based upon its good faith belief that the Purchase Price agreed to be paid herein with respect to the Equity Interests is reflective of the fair market value or reasonably equivalent value of the Equity Interests, and that the Asset Holding Companies transferring assets or properties to any Project Company have received an amount equal to the fair market value or reasonably equivalent value of such assets or properties; and (iii) that no transfer of property is being made and no obligation is being incurred in connection with the Transactions with the intent to hinder, delay or defraud either present or future creditors of Seller, any Asset Holding Company or any Affiliate of either Seller or any Asset Holding Company.

6.3 Covenants of Buyer.

6.3.1 Contact During Pre-Closing Period. Except as provided in Section 6.2.5, during the Pre-Closing Period, Buyer shall not directly or indirectly contact or communicate with any other Person that is a party to a Contract with respect to the Project, Project Company, or with any Governmental Person, in any case in relation to the Project Company, the Project, or the business, properties, contracts, customers, suppliers, members, managers, or agents of the Project Company, or the matters contemplated by this Agreement, without the prior written consent of Seller.

6.3.2 Post-Closing Access to Information. Following the Closing, Buyer will use commercially reasonable efforts to provide the Seller with copies and extracts of the books, records and other data relating to the business or financial or operating condition of the Project Companies in the possession of Buyer with respect to periods prior to the Closing Date 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 one (1) year after the Closing Date, not to destroy or otherwise dispose of any such books, records and other data.

6.3.3 Bankruptcy Proceedings. Buyer shall cause one or more of its officers or other representatives with personal knowledge of the Transactions to submit affidavits or declarations in support of the Bankruptcy Sale Motion, which affidavits or declarations shall include, without limitation, the following matters: (a) that no transfer of property is being made and no obligation is being incurred in connection with the Transactions with the intent to hinder, delay or defraud either present or future creditors of Seller, any Asset Holding Company or any Affiliate of either Seller or any Asset Holding Company; and (b) that Buyer (1) recognized that the Debtors were free to deal with any other party interested in purchasing the Equity Interests, (2) that all payments made by Buyer in connection with the Transactions have been disclosed, (3) that no common identity of directors or officers exists among the Buyer and the Debtors and the Buyer is not an "insider" or "affiliate" of any Debtor, as those terms are defined in the Bankruptcy Code, (4) the negotiation and execution of this Agreement was at arms'-length and in good faith and the Parties were represented by competent counsel of their choosing, (5) the Buyer did not in any way induce or cause the chapter 11 filing of the Debtors, and (6) Buyer has not acted in a collusive manner with any person.

6.4 Tax Matters.

6.4.1 Tax Returns.

6.4.1.1 Pre-Closing Taxable Periods. With respect to each Project Company, for any Tax Return covering a taxable period ending on or before the Closing Date that is required to be filed after the Closing Date (with respect to the Project Company, its "**Pre-Closing Taxable Period**") for the Project Company (other than a Tax Return relating to Transfer Taxes) (a) Seller shall cause such Tax Return to be prepared in a manner consistent with practices followed in prior taxable periods and in compliance with applicable Law except as required by Law and shall deliver such Tax Return to Buyer, for its review at least fifteen (15) days prior to the due date (including extensions) for filing such Tax Return, (b) the Parties shall cooperate and consult with each other to finalize such Tax Return, and (c) Seller shall cause such Tax Return to be duly and timely filed with the appropriate Taxing Authority and shall pay all Taxes shown as due and payable on such Tax Return. In any case where Buyer or an entity owned by it is required to execute Tax Returns, Buyer shall, or shall cause such owned entity to, so execute the Tax Return in a timely manner or, if permissible, execute a power of attorney authorizing Seller to execute the Tax Return.

6.4.1.2 Straddle Taxable Periods. With respect to any Tax Return with respect to each Project Company covering a taxable period beginning on or before the Closing Date for the Project Company and ending after its Closing Date (a "**Straddle Taxable Period**") that is required to be filed after the Closing Date, (a) Buyer shall cause such Tax Return to be prepared (in a manner consistent with practices followed in prior taxable periods except as required by Law) and shall deliver a draft of such Tax Return to Seller, for its review at least fifteen

(15) days prior to the due date (including extensions) for filing such Tax Return, (b) the Parties shall cooperate and consult with each other in order to finalize such Tax Return, and (c) thereafter, subject to Seller's payment to Buyer of any portion of any Taxes shown as due and payable on such Tax Return with respect to the portion of the period that ends on the Closing Date, Buyer shall cause such Tax Return to be executed and duly and timely filed with the appropriate Taxing Authority and shall pay all Taxes shown as due and payable on such Tax Return. With respect to a Straddle Taxable Period, the Parties shall determine the Tax attributable to the portion of the Straddle Taxable Period that ends on the Closing Date by an interim closing of the books of the Project Company, except for ad valorem or property Taxes ("**Property Taxes**"), which shall be prorated on a daily basis to the Closing Date. Property Taxes shall be determined without regard to any increased assessment resulting from the transactions contemplated by this Agreement, or the development or construction of the applicable Project after its Closing Date.

6.4.2 Tax Proceedings. With respect to any Tax for which Seller is responsible under Section 6.4.1, Seller shall have the right, at its sole cost and expense, to control (in the case of a Pre-Closing Taxable Period) or participate in (in the case of a Straddle Taxable Period) the prosecution, settlement or compromise of any proceeding involving such Tax, including the determination of the value of property for purposes of real and personal property ad valorem Taxes. Buyer shall (and shall cause each Project Company to) take such action in connection with any such proceeding as Seller shall reasonably request from time to time to implement the preceding sentence, including the selection of counsel and experts and the execution of powers of attorney. Buyer shall (and shall cause each Project Company to) give written notice to Seller of its receipt of any notice of any audit, examination, claim or assessment for any Tax for which Seller is responsible within ten (10) days after its receipt of such notice; failure to give any such written notice within such 10-day period shall limit Seller's indemnification obligation pursuant to this Agreement to the extent it is actually prejudiced by such failure.

6.4.3 Cooperation. Seller shall grant to Buyer (or its designees) access at all reasonable times to all of the information, books and records relating to each Project Company within the possession of Seller that were not transferred to Buyer (including workpapers and correspondence with Taxing Authorities), and shall afford Buyer (or its designees) the right (at Buyer's expense) to take extracts therefrom and to make copies thereof, to the extent reasonably necessary to permit Buyer (or its designees) to prepare Tax Returns, respond to Tax audits and investigations, prosecute Tax protests, appeals and refund claims and to conduct negotiations with Taxing Authorities. Buyer shall grant or cause each Project Company to grant to Seller (or its designees) access at all reasonable times to all of the information, books and records relating to each Project Company for taxable periods and portions of taxable periods through the Closing Date within the possession of Buyer (including workpapers and correspondence with Taxing Authorities) or each Project Company, and shall afford Seller (or its designees) the right (at Seller's expense) to take extracts therefrom and to make copies thereof, in each case to the extent reasonably necessary to permit Seller (or its designees) to prepare Tax Returns, respond to Tax audits and investigations, prosecute Tax protests, appeals and refund claims and to conduct negotiations with Taxing Authorities. After the Closing Date for the Project Companies, the Parties will preserve all information, records or documents in their respective possessions relating to liabilities for Taxes of each Project Company for the Pre-Closing Taxable Periods or Straddle Taxable Periods until six (6) months after the expiration of any applicable statute of limitations (including extensions thereof) with respect to the assessment of such Taxes.

6.4.4 Refund. Any Tax refund (including interest thereon) with respect to any Project Company attributable to any period ending prior to its Closing Date or that portion of a Straddle Taxable Period ending on its Closing Date shall be the property of Seller. If, after the Closing, Buyer or the applicable Project Company receives a refund or utilizes a credit of any Tax of the Project Company attributable to a period ending prior to the Closing Date or that portion of a Straddle Taxable Period ending on the Closing Date, Buyer shall pay to Seller within ten (10) Business Days after such receipt or utilization an amount equal to such refund received or credit utilized, together with any interest received or credited thereon net of any costs associated therewith. Notwithstanding the foregoing, the Parties agree that any investment tax credit available under Section 48 of the Code in connection with the Project shall belong solely to Buyer and Seller shall have no right or claim to such investment tax credit.

6.4.5 Coordination with Indemnification Provisions. To the extent that the provisions of Article 7 are inconsistent with or conflict with the provisions of this Section 6.4, the provisions of this Section 6.4 shall control. For example, this Section 6.4, and not Article 7, shall control the Parties' responsibility for Taxes for Pre-Closing Taxable Periods and Straddle Taxable Periods and proceedings relating thereto.

6.4.6 Transfer Taxes. Buyer shall pay 100% of any sales, use, transfer, goods and services, real property transfer, value added, recording, gains, documentary, stock transfer, stamp duty, excise, gross receipts and other similar taxes, duties, fees and charges ("**Transfer Taxes**"), if any, arising out of or in connection with the purchase of the Equity Interests (and Assets), and shall indemnify, defend and hold harmless the Seller Indemnified Group with respect to such Transfer Taxes. Buyer shall prepare and timely file all Tax Returns or other documentation relating to such Transfer Taxes; *provided*, to the extent required by applicable Law, Seller will join in the execution of any such Tax Returns or other documents relating to such Transfer Taxes. Buyer shall provide Seller with copies of each such Tax Return or other document at least thirty (30) days prior to the date on which such Tax Return or other document is required to be filed.

6.4.7 Purchase Price Allocation. The Parties agree to treat the sale of the Equity Interests in the Project Companies as a sale to Buyer of all of the assets of the Project Companies and an assumption by Buyer of all of the liabilities of the Project Companies for federal and state income tax purposes. Buyer and Seller acknowledge and agree that for purposes of income Tax reporting, the Projects' assets do not include any goodwill or going concern value. Neither Buyer nor Seller will file any Internal Revenue Service Form 8594 in connection with the purchase and sale of the Equity Interests pursuant to this Agreement.

6.4.8 Treatment of Payments. The Parties shall treat all payments made by Seller to or for the benefit of Buyer and all payments by Buyer to or for the benefit of Seller under Section 7.1, and under any other indemnity provision of this Agreement, as adjustments to the Purchase Price.

6.4.9 Purchased Assets "AS IS"; Buyer's Acknowledgment Regarding Same. Buyer agrees, warrants, and represents that, except as set forth in Article 7 (a) Buyer is acquiring the Equity Interests on an **"AS IS"** and **"WITH ALL FAULTS"** basis based solely on Buyer's own investigation of the Company and the representations and warranties of Seller set

forth in Article 4 and (b) neither Seller nor any real estate broker or other Representative of Seller has made any warranties, representations or guarantees, express, implied or statutory, written or oral, in respect of the Equity Interests, the financial performance of the Company or the business or assets of the Company other than the representations and warranties of Seller set forth in Article 4. Buyer further acknowledges that the consideration for the Equity Interests specified in this Agreement has been agreed upon by Seller and Buyer after good-faith arms-length negotiation in light of Buyer's agreement to purchase the Equity Interests **"AS IS"** and **"WITH ALL FAULTS"**. Buyer agrees, warrants and represents that, except as set forth in this Agreement (including the representations and warranties of Seller set forth in Article 4), Buyer has relied, and shall rely, solely upon Buyer's own investigation of all such matters and, except as set forth in Article 7, that Buyer assumes all risks with respect thereto. **EXCEPT AS SET FORTH IN THIS AGREEMENT (INCLUDING THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN ARTICLE IV AND THE INDEMNITY IN ARTICLE 7), SELLER MAKES NO EXPRESS WARRANTY, NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND NO IMPLIED OR STATUTORY WARRANTY WHATSOEVER WITH RESPECT TO ANY REAL OR PERSONAL PROPERTY OR ANY FIXTURES OR THE EQUITY INTERESTS.**

ARTICLE 7

INDEMNIFICATION AND REMEDIES

7.1 General. To the fullest extent permitted by applicable Law and without duplication of any right to recovery hereunder, Seller shall defend, indemnify and hold harmless Buyer, and Buyer shall defend, indemnify and hold harmless Seller (the applicable indemnifying party, the "**Indemnitor**"), including, in the case of each non-indemnifying Party, such Party's Affiliates and their respective partners, managers, members, and shareholders (each, an "**Indemnified Party**," with each Party and its respective group of Indemnified Parties being referred to collectively as an "**Indemnified Group**") from and against any Loss suffered or incurred by any Indemnified Party to the extent arising out of, or resulting from (a) the breach of any representation or warranty of the Indemnitor contained in the Transaction Documents, (b) the breach or default by the Indemnitor of any covenant or agreement of such Indemnitor contained in the Transaction Documents, or (c) any acts or omissions with respect to operation of any Project Company occurring prior to the Closing. Notwithstanding the foregoing, no Indemnified Party shall be entitled to any indemnification hereunder in respect of any Loss to the extent caused by the negligence, willful misconduct or failure to perform obligations under the Transaction Documents of such Indemnified Party or any Person who is a member of its Indemnified Group.

7.2 Limitations on Indemnification.

7.2.1 Timing of Claim. Following the Closing Date, and notwithstanding any other provision of this Agreement, no Indemnified Party shall be entitled to make any claim for indemnification for breach of any representation or warranty as provided in clause (a) of Section 7.1 unless such claim shall have been made in writing no later than six (6) months after the last date on which a payment of any portion of the Purchase Price is made by Buyer to Seller (the "Indemnification Period"), other than for breaches of those representations made in

Sections 4.1.1 (Organization), 4.1.2 (Authority and Power), 4.1.3 (Valid and Binding Obligations), 4.1.7 (Equity Interests), 4.2.1 (Organization of Project Company), 4.2.11 (Tax Matters), 5.1.1 (Organization), 5.1.2 (Authority and Power) and 5.1.3 (Valid and Binding Obligations) (collectively "**Fundamental Representations**"), as to which a claim may be made at any time prior to the expiration of the applicable statute of limitations.

7.2.2 Applicable Basket Amounts. Notwithstanding any other provision of this Agreement or any other Transaction Document, following the Closing Date, an Indemnified Party shall not be entitled to make any claim for indemnification under clause (a) of Section 7.1 above with respect to the inaccuracy of any representation or warranty relating to the Project Company and its Project unless the aggregate amount of all claims made in good faith for indemnification with respect to the inaccuracy of representations or warranties relating to any Project Company and any Project exceeds five percent (5%) of the portion of the Purchase Price applicable to the Equity Interests for such Project Company (the applicable "**Basket Amount**"). After the applicable Basket Amount has been reached with respect to an Indemnitor, an Indemnified Party shall be entitled to make a claim for indemnification for all claims with respect to the inaccuracy of representations or warranties of such Indemnitor relating to the applicable Project Company and the applicable Project and once the Basket Amount is exceeded any such claims shall be recoverable, beginning from the first dollar of damage incurred up to the amount of such claims, but only to the extent otherwise allowable, including under Sections 7.2.1 and 7.2.3. The Basket Amount shall not be deemed to be a deductible against the amount of damages that may be recovered.

7.2.3 Overall Limitations on Liability of Parties. Notwithstanding any other provision of this Agreement or any other Transaction Document, following the Closing Date, the aggregate liability of each Party (and its Affiliates) for indemnification under clause (a) of Section 7.1 above with respect to the inaccuracy of any representation or warranty relating to any Project Company and any Project shall be limited to and shall not exceed one million dollars ($1,000,000); *provided*, with respect to any breach by Seller of any of its Fundamental Representations, any claims based on fraud, gross negligence or willful misconduct of Seller or for breaches of any representation or warranty made in Section 4.2.12 (Environmental Matters), any covenant in Section 6.4 (Tax Matters) or any other covenant with respect to Taxes, such liability shall be limited to the greater of (i) the aggregate amount of the Purchase Price actually paid, or (ii) four million dollars ($4,000,000).

7.2.4 Mitigation and Limitation of Claims.

7.2.4.1 Reasonable Steps to Mitigate. Each Indemnified Party shall take all commercially reasonable steps to mitigate all Losses relating to a claim in respect of which the Indemnified Party is entitled to indemnification pursuant to this Article 7, including availing itself of any defenses, limitations, rights of contribution, claims under insurance policies or against third Persons and other rights at law or equity, and shall provide such evidence and documentation of the nature and extent of the claim as may be reasonably requested by the Indemnitor.

7.2.4.2 Subsequent Recoveries. Any indemnifiable claim under clause (a) of Section 7.1 above 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. If the amount of any Indemnified Party's Loss, at any time subsequent to an Indemnitor's making of a payment under this Article 7, is reduced by recovery, settlement, or otherwise under or pursuant to any applicable insurance coverage, or pursuant to any applicable claim, recovery, settlement, or payment by or against any other Person, without duplication of any amount already reducing such Loss pursuant to clause (b) of the definition of "Loss" (collectively, "**Recoveries**"), the amount of such Recoveries shall be repaid by such Indemnified Party to such Indemnitor within fifteen (15) days after receipt thereof (or credit therefor) by such Indemnified Party, up to the aggregate amount of (i) the payments made by such Indemnitor to such Indemnified Party plus (ii) any costs or expenses reasonably incurred by such Indemnitor in connection with its indemnification obligations with respect thereto.

7.2.5 Exclusive Remedy. Except as provided in the next sentence, following the Closing Date, the indemnification provisions of this Article 7 shall be the sole and exclusive remedy of each Party (including Indemnified Parties) (a) for any breach of any Party's representations, warranties, covenants or agreements contained in this Agreement in respect of the Project Companies and the Projects or (b) otherwise arising out of or relating to this Agreement or any other Transaction Document or the transactions contemplated hereby or thereby in respect of the Project Companies and the Projects. The only exceptions to the foregoing sole and exclusive remedy are claims for non-monetary relief with respect to the enforcement of Sections 10.7 or 10.8.

7.2.6 Specific Performance.

7.2.6.1 Waivers and Acknowledgments. The Parties agree that, prior to the Closing Date, irreparable damage would occur in the event that any of the provisions of this Agreement are not performed by the Parties in accordance with their specific terms or are otherwise breached, including any wrongful failure to consummate a Closing. It is accordingly agreed that Buyer, on the one hand, and Seller, on the other hand, shall be entitled to an injunction or injunctions or other specific performance or equitable relief to prevent breaches of this Agreement and to cause a Closing to occur on the terms and subject to the conditions thereto set forth herein. In that regard, each of the Parties hereby waives (a) any defenses in any action for specific performance that such other Party is required to mitigate damages or otherwise has an adequate remedy under law and (b) any requirement under any Law to post a bond or other security as a prerequisite to obtaining such equitable relief. Each of the Parties agrees that it will not oppose the granting of any injunction, specific performance or other equitable relief sought in accordance with this Section 7.2.6.1 on the basis that the other Party has an adequate remedy at law or that any award of specific performance is not an appropriate remedy for any reason at law or in equity.

7.3 Procedure for Indemnification with Respect to Third Party Claims.

7.3.1 Notice of Claim. If any legal proceedings shall be instituted or any claim or demand shall be asserted by any third party in respect of which indemnification may be sought by any Indemnified Party under this Article 7, such Indemnified Party shall, within ten (10) days of the actual receipt thereof by a responsible officer, cause written notice of such legal proceedings or the assertion of such claim or demand to be forwarded to the Indemnitor, specifying the nature of such legal proceedings, claim or demand and the amount or the estimated amount

thereof to the extent then determinable, which estimate shall not be binding upon the Indemnified Party; provided, that the failure of an Indemnified Party to give timely notice shall not affect its rights to indemnification under this Article 7, except to the extent that the Indemnitor has been actually prejudiced by such failure.

7.3.2 Conduct of Claim. The Indemnitor shall have the right, at its option and at its own expense, to be represented by counsel of its choice and to participate in, or take control of, the defense, negotiation and/or settlement of any proceeding, claim or demand that relates to any amounts indemnifiable or potentially indemnifiable under this Article 7; *provided*, the Indemnified Party may participate in any such proceeding with counsel of its choice, which shall be at its own expense except in circumstances where (a) the Indemnitor chooses counsel not reasonably acceptable to the Indemnified Party, (b) the Indemnitor does not pursue with reasonable diligence such defense, negotiation or settlement, or (c) in the reasonable opinion of such Indemnified Party and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability upon such Indemnified Party or a conflict of interest between such Indemnified Party and the Indemnitor. The Indemnified Party shall have a right to notice of any settlement, and the Indemnitor shall not execute or otherwise agree to any consent decree that (i) provides for other than monetary payment without the Indemnified Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed or (ii) does not include as an unconditional term thereof the giving of a release from all liability with respect to such claim by each claimant or plaintiff to each Indemnified Party that is or may be subject to the third-party claim, without the Indemnified Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. If the Indemnitor elects not to defend or settle such proceeding, claim or demand and the Indemnified Party defends, settles or otherwise deals with any such proceeding, claim or demand directly, the Indemnified Party shall provide fifteen (15) days' advance written notice of any settlement to the Indemnitor and shall act reasonably and in accordance with the Indemnified Party's good faith business judgment. Notwithstanding the foregoing, the Indemnified Party shall have the right to pay or settle any such claim; provided that in such event it shall waive any right to indemnity therefor by the Indemnitor. The Indemnitor and the Indemnified Party shall cooperate fully with each other in connection with the defense, negotiation or settlement of any such legal proceeding, claim or demand. Any claim by Buyer for indemnification with respect to Taxes shall be further subject to the provisions in Section 6.4, and, to the extent there is any inconsistency between the specific provisions of Section 6.4 and this Section 7.3, the provisions in Section 6.4 shall govern.

7.3.3 Payment of Third-Party Claims. After final judgment or award shall have been rendered by a court, arbitration board or administrative agency of competent jurisdiction and the expiration of the time in which to appeal therefrom, or a settlement shall have been consummated, or the Indemnified Party and the Indemnitor shall have arrived at a mutually binding agreement with respect to each separate matter indemnified by the Indemnitor, the Indemnified Party shall forward to the Indemnitor notice of any sums due and owing by the Indemnitor with respect to such matter.

7.3.4 Access to Information. If any claim is made by a third party against an Indemnified Party, the Indemnified Party shall use commercially reasonable efforts to make available to the Indemnitor those partners, members, officers and employees whose assistance, testimony or presence is necessary to assist the Indemnitor in evaluating and in defending such

claims; provided, that any such access shall be conducted in such a manner as not to interfere unreasonably with the operations of the business of the Indemnified Party.

7.3.5 Subrogation. Upon payment of a Loss by an Indemnitor to an Indemnified Party pursuant to this Article 7, such Indemnitor, without any further action, shall be subrogated to any and all claims that such Indemnified Party or any member of its Indemnified Group may have against third parties relating to such Loss, but only to the extent of the amount paid to such Indemnified Party or any member of its Indemnified Group by such Indemnitor in respect of such Loss, and such Indemnified Party and the members of its Indemnified Group shall use commercially reasonable efforts to cooperate with such Indemnitor, to enable such Indemnitor to pursue such claims.

ARTICLE 8

TERMINATION

8.1 Termination.

This Agreement may be terminated only as follows:

(a) By mutual written agreement of the Parties;

(b) By Seller upon written notice to Buyer if Buyer shall have breached in any material respect any of its covenants contained in this Agreement, but only if (i) Seller has first given written notice to Buyer identifying such breach, and (ii) Buyer has not cured or remedied such breach (including, where payment of compensation would reasonably be considered an adequate remedy, the payment of such adequate compensation) within fifteen (15) days of receipt of such notice;

(c) By Buyer upon written notice to Seller if Seller shall have breached in any material respect any of its covenants contained in this Agreement, but only if (i) Buyer shall have first given written notice to Seller identifying such breach, and (ii) Seller has not cured or remedied such breach (including, where payment of compensation would reasonably be considered an adequate remedy, the payment of such adequate compensation) within fifteen (15) days of receipt of such notice;

(d) By Seller upon written notice to Buyer if Seller has satisfied all conditions to the Closing (other than conditions that by their nature can only be satisfied at the Closing) and Buyer has either (i) not satisfied its conditions to the Closing (other than conditions that by their nature can only be satisfied at the Closing) or (ii) refused to set the Closing Date, in either case within five (5) Business Days of receipt of such notice; or

(e) By Buyer upon written notice to Seller if the Bankruptcy Sale Order is not entered and is a Final Order by April 1, 2017.

8.2 Effect of Termination. In the event of a termination of this Agreement as provided in Section 8.1, this Agreement shall cease to have force and effect, and there shall be no further liability or obligation on the part of Seller or Buyer, except that (a) the applicable provisions of

Articles 7, 8 and 9 shall continue to apply following any such termination, and (b) each Party shall continue to be liable for any willful and material breach by such Party of its covenants contained in this Agreement occurring prior to such termination.

ARTICLE 9

DISPUTE RESOLUTION

9.1 In General. Except for claims for specific performance, injunction or any preliminary equitable relief, with respect to any dispute, claim or controversy arising out of or relating to this Agreement or the other Transaction Documents or the breach, termination, enforcement, interpretation or validity thereof (a "**Dispute**"), the Parties shall promptly seek to resolve any such Dispute through negotiations between senior officers or other authorized representatives of Buyer and Seller, or their respective Affiliates, in each case, with authority to settle such Dispute. Within fifteen (15) days after receipt of a written notice of a Dispute, the non-claiming Party shall submit to the claiming Party a written response. Both the notice and response shall include (i) a statement of the Party's position and a summary of the evidence and arguments supporting such position; and (ii) the name, title, email and telephone number of the senior officer or authorized representative who shall represent the Party in such negotiations. In the event that the Dispute involves a claim arising out of the actions of any Person not a signatory to this Agreement, the receiving Party shall have such additional time as necessary, not to exceed an additional fifteen (15) days, to investigate the Dispute before submitting a written response. The senior officers or other authorized representatives shall meet at a mutually agreed time within seven (7) days after the date such response is delivered and thereafter as often as they deem reasonably necessary to exchange relevant information and attempt to resolve the Dispute. Such meetings may be conducted in-person (at a mutually agreed place) or via telephonic conference.

9.2 Remedies. If, for any reason, the Dispute has not been resolved within thirty (30) days after the date of the initial response given to a notice of Dispute pursuant to Section 9.1, or such additional time, if any, as mutually agreed by the Parties in writing, either Party, subject to Section 9.3, may pursue such remedies as are available to it at law or in equity. Notwithstanding the foregoing, nothing in this Section 9.2 shall prevent a Party from pursuing immediate injunctive relief to maintain the status quo or prevent irreparable harm with respect to any Dispute.

9.3 Submission to Jurisdiction. The Parties agree that any Action by or against any Party (or its Affiliates or designees) with respect to or arising out of this Agreement or any other Transaction Document shall be brought exclusively in the United States Bankruptcy Court for the Southern District of New York, as the Party instituting such Action may elect, or in the event such court is unwilling or unable to hear such dispute, the courts of the state of New York and the federal courts located in New York, New York, except that actions to enforce an interim or final arbitration award may be filed in any court having jurisdiction. By execution and delivery of this Agreement, each Party (for itself, its Affiliates and its designees) irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts and the appellate courts therefrom, and waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding. In all cases, to the extent permitted by Law, each of the Parties irrevocably waives its right to a jury trial with respect to any and all Actions, claims and

disputes in connection with any Transaction Document or the transactions contemplated hereby or thereby.

ARTICLE 10

MISCELLANEOUS

10.1 Notices. Any notice, statement, demand, claim, offer or other written instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and shall be sent by other electronic transmission, hand messenger delivery, overnight courier service, or certified mail (receipt requested) to the other Party at the address set forth below; *provided*, to be effective any such notice sent originally by electronic transmission must be followed within two (2) Business Days by a copy of such notice sent by overnight courier service:

(a) If to Seller, to it at:

SunE MN Development, LLC
13736 Riverport Drive, Suite 1000
Maryland Heights, MO 63043
Attention: Legal Department

With a copy to:
Skadden, Arps, Slate, Meagher & Flom LLP
155 N. Wacker Drive
Suite 2700
Chicago, IL 60606
Email: james.mazza@skadden.com; Louis.Chiappetta@skadden.com

(b) If to Buyer, to it at:

Johng@ecoplexus.com
Eriks@ecoplexus.com
Fresh Air Energy II, LLC

101 2nd Street, Ste. 1250
San Francisco, CA 94105__]
[_____]
[_____]
[_____]

Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify one additional address to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party. Without limiting any other means by which a Party may be able to prove that a notice has been received by another Party, all notices and communications shall be deemed to have been duly given: (i) at the time delivered by hand, if personally delivered; (ii) five (5) Business Days after being deposited in the mail, postage

prepaid, if mailed by first class certified mail, receipt requested; and (iii) on the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery. In any case hereunder in which a Party is required or permitted to respond to a notice from another Party within a specified period, such period shall run from the date on which the notice was deemed duly given as above provided, and the response shall be considered to be timely given if given as above provided by the last day of the period provided for such response.

10.2 Entire Agreement; Amendments. This Agreement and the other Transaction Documents constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, of the Parties with respect to the subject matter hereof. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the Party to be charged. This Agreement may be amended or modified only by a written instrument executed by the Parties.

10.3 Successors and Assigns. This Agreement and the other Transaction Documents shall be binding upon, and shall inure to the benefit of, and shall be enforceable by, the Parties and their respective successors and permitted assigns. Neither this Agreement, nor any other Transaction Document, nor any right hereunder or thereunder, may be assigned by any Party without the prior written consent of the other Party; *provided*, Buyer may assign this Agreement to any wholly-owned, direct or indirect, subsidiary of Buyer Parent without the consent of Seller.

10.4 Currency Matters. U.S. Dollars shall be the currency of account in the case of all obligations arising under or relating to this Agreement.

10.5 Governing Law. This Agreement, and any instrument or agreement required hereunder (to the extent not otherwise expressly provided for therein), shall be governed by, and construed under, the laws of the State of New York, without reference to conflicts of laws rules.

10.6 Expenses. Regardless of whether the Transactions are consummated, each Party shall bear responsibility for its own costs and expenses in connection with this Agreement, the Transaction Documents and the transactions contemplated hereby or thereby, including the fees and expenses of its legal counsel and other consultants and advisors in connection with this Agreement and any other Transaction Document, except as may be otherwise provided herein.

10.7 Confidential Information. All confidential information disclosed by Buyer to Seller in accordance with the terms of this Agreement and all confidential information disclosed by Seller to Buyer in accordance with the terms of this Agreement shall be deemed Confidential Information (as defined in the Mutual Nondisclosure Agreement) in accordance with the Mutual Nondisclosure Agreement. Subject to the terms of the Mutual Nondisclosure Agreement, each Party will hold, and will use its reasonable efforts to cause its Affiliates and Representatives to hold, in strict confidence from any other Person all information and documents relating to the Project Company and the Project; *provided*, nothing in this sentence shall limit the disclosure by any Party of any information (a) to the extent required by Law or judicial process (provided that if permitted by Law, each Party agrees to give the other Party prior notice of such disclosure in sufficient time to permit such other Party to obtain a protective order should they so determine), (b) in connection with any litigation between the Parties (provided that such Party has taken all reasonable actions to limit the scope and degree of disclosure in any such litigation), (c) in an

action, suit or proceeding brought by a Party in pursuit of its rights or in the exercise of its remedies under this Agreement, (d) to the extent that such documents or information can be shown to have come within the public domain through no action or omission of the receiving Party or its Affiliates, and (e) to its Affiliates (but the Party shall be liable for any breach by its Affiliates). In the event this Agreement is terminated under Article 8, upon the request of any Party, the other Party will, and will cause its Affiliates and their respective Representatives to, promptly (and in no event later than five (5) Business Days after such request) redeliver or destroy, or cause to be redelivered or destroyed, all copies of confidential documents and information furnished by such other Party in connection with this Agreement and destroy or cause to be destroyed all notes, memoranda, summaries, analyses, compilations and other writings related to or based on such information or documents prepared by the Party furnished with such documents and information or its Representatives. In case of a conflict between the Mutual Nondisclosure Agreement and this Article 10 the Mutual Nondisclosure Agreement shall govern.

10.8 Public Statements. Except as required by applicable Law or stock exchange regulation, a Party shall not (and shall cause its Affiliates not to) release any public statement regarding the transactions contemplated hereunder without first having delivered a copy of such statement to the other Party at least two (2) Business Days before releasing it to the public and incorporating all reasonable comments thereon provided by the other Party. In each case in which applicable Law or stock exchange regulation requires release of any such public statement without advance notice of two (2) Business Days, the releasing Party shall use reasonable efforts to provide a copy of such release or statement to the other Party in advance of such release and to incorporate such other Party's reasonable comments thereon. The obligations set forth in this Article 10 shall terminate and be of no further effect at the expiration of ninety (90) days following the Closing Date.

10.9 Joint Effort. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not be construed more severely against one Party than against the other Party.

10.10 Waiver of Consequential Damages. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL ANY PARTY OR ITS AFFILIATES, OR THEIR RESPECTIVE MANAGERS, MEMBERS, SHAREHOLDERS, OR REPRESENTATIVES, BE LIABLE HEREUNDER, INCLUDING ANY LOSS SUFFERED OR INCURRED BY ANY INDEMNIFIED PARTY, AT ANY TIME FOR CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE LOSS OR DAMAGE OF THE OTHER PARTY OR ANY OF ITS AFFILIATES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND EACH PARTY HEREBY EXPRESSLY RELEASES THE OTHER PARTY, ITS AFFILIATES, AND THEIR RESPECTIVE MANAGERS, MEMBERS, SHAREHOLDERS, PARTNERS, CONSULTANTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS THEREFROM, UNLESS SUCH CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE LOSS OR DAMAGES ARE INCLUDED IN ANY THIRD PARTY CLAIMS UNDER THE INDEMNIFICATION PROVISIONS OF THIS AGREEMENT.

10.11 Captions. The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein.

10.12 Severability. The invalidity of one or more phrases, sentences, clauses, Sections or Articles contained in this Agreement shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Agreement can be determined and effectuated.

10.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one agreement.

10.14 Third Parties. Except as otherwise expressly provided in this Agreement, nothing contained in this Agreement shall be construed to create any right in, duty to, standard of care with respect to, or any liability to any Person who is not a party to this Agreement.

10.15 Waiver. Any failure of a Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision. Any waiver granted hereunder must be in writing signed by the Party granting such waiver.

10.16 Delivery by PDF. This Agreement and any amendments hereto, to the extent signed and delivered by means of electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original Contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

ARTICLE 11

BANKRUPTCY COURT MATTERS

11.1 Motions. Seller shall use commercially reasonable efforts to file the Bankruptcy Sale Motion with the Bankruptcy Court within three (3) Business Days after execution of this Agreement. The Bankruptcy Sale Motion shall request, among other things the entry of the Bankruptcy Sale Order on the terms set forth in Exhibit F, except as mutually agreed by the Parties. Seller's obligations under this section shall be deemed satisfied by the motion appearing at Docket No. 1991 of the Chapter 11 Cases.

11.2 Procedure. Subject to its obligations as a debtor in possession, Seller shall promptly make any filings, take all actions and use all commercially reasonable efforts to obtain any and all relief from the Bankruptcy Court that is necessary or appropriate to consummate the Transactions. To the extent practicable under the circumstances, Seller shall provide Buyer with drafts of any and all pleadings and proposed Orders to be filed or submitted in connection with this Agreement for Buyer's prior review and comment and shall to the extent that such comments relate to the Equity Interests or Project Assets cooperate with Buyer to make reasonable changes. Seller agrees to diligently prosecute the entry of the Bankruptcy Sale Order as reasonably requested by Buyer. In the event the entry of the Bankruptcy Sale Order shall be appealed, Buyer and Seller shall use their respective reasonable efforts to defend such appeal. Notwithstanding the foregoing,

any resulting changes to this Agreement or any resulting changes to such Orders shall be subject to Buyer's approval in its reasonable discretion.

11.3 Fiduciary Duty. Nothing in this Agreement shall be deemed to prevent the exercise by the Debtors, the Seller and the Asset Holding Companies of their fiduciary duties at any time.

[***Signature pages follow.***]

IN WITNESS WHEREOF, the Parties have caused this Purchase and Sale Agreement to be duly executed and delivered as of the Agreement Time.

SunE MN Development, LLC,
a Delaware limited liability company

By: _____
Name:
Title: Authorized Signatory

Fresh Air Energy II, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

Exhibit A

Form of Assignment Agreement

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), is made and entered into as of the Closing Date, by and between SunE MN Development, LLC a Delaware limited liability company ("Assignor") and [ ], a [ ] ("Assignee"). This Assignment is being delivered pursuant to the terms of that certain Membership Interest Purchase and Sale Agreement, dated as of the Agreement Date, between Assignor and Assignee (the "Purchase Agreement").

WHEREAS, Assignor desires to assign, transfer and deliver the Membership Interest described in Schedule 1.1 hereto, and Assignee desires to acquire and accept such Membership Interest from Assignor.

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

1. Definitions. Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

2. Assignment of Interests.

(a) Assignor hereby irrevocably transfers, conveys, assigns and delivers to the Assignee all of Assignor's right, title, benefits and interest in and to the Membership Interest described in Schedule 1 hereto and is hereby deemed to have withdrawn and resigned as a member of the Project Company described in Schedule 1 hereto.

(b) Assignee hereby accepts the assignment and transfer of the Membership Interest described in Schedule 1.1 hereto and is hereby deemed to have been admitted as the sole member to the Project Company described in Schedule 1 hereto.

3. Governing Law and Consent to Jurisdiction. This Assignment shall be governed by and interpreted in accordance with the laws of the State of New York applicable to contracts performed in that state. Section 9.3 of the Purchase Agreement governs jurisdiction with respect to this Assignment.

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

5. Acknowledgment of Representations/Warranties Survival. Assignor acknowledges that the representations and warranties of the Seller set forth in the Purchase Agreement survive in accordance with the terms set forth therein, beyond the date of this Assignment.

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

[Remainder of page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered on its behalf as of the date first written above.

ASSIGNOR:

SunE MN Development, LLC

By:_____
Name:
Title:

ACCEPTED AND AGREED:

ASSIGNEE:

[ ]

By:_____
Name:
Title:

Schedule 1

Membership Interest:

Assignor	Assignee	Membership Interest/Company
SunE MN Development, LLC		100% of the membership interests in [Project Company]

Exhibit B

Form of Nonforeign Certificate

This Certificate is delivered in connection with the Purchase and Sale Agreement, dated as of [ ] (the "*Purchase Agreement*"), by and between [ ], a Delaware limited liability company (the "*Seller*") and [ ], a [ ] (the "*Buyer*").

Section 1445 of the Internal Revenue Code of 1986, as amended (the "***Code***") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445 of the Code), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the Buyer that withholding of tax is not required upon the disposition of a U.S. real property interest by Seller, the undersigned hereby certifies:

1. Seller is a disregarded entity as defined in § 1.1445-2(b)(2)(iii) of the Treasury Regulations under the Code. SunEdison Holdings Corporation, a Delaware corporation ("***SunEdison***") indirectly owns all of the ownership interests in Seller.

2. SunEdison is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and Treasury Regulations thereunder).

3. SunEdison is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii) of the Treasury Regulations under the Code.

4. SunEdison's U.S. tax identification number is 73-1628669.

5. SunEdison's address is:

SunEdison Holdings Corporation
13736 Riverport Drive, Suite 180
Maryland Heights, MO 63043
Attention: Treasurer
Facsimile: +1 (314) 770-7381

with a copy to: General Counsel

SunEdison understands that this certification may be disclosed to the Internal Revenue Service by the Buyer and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of SunEdison.

[Signature page follows.]

Date: _____

SUNEDISON HOLDINGS CORPORATION

By:
Name:
Title:

Exhibit C

SunE MN Development, LLC,

FORM OF OFFICER'S CERTIFICATE

[_____], 2017

Reference is made to that certain Membership Interest Purchase and Sale Agreement, dated on or about the date hereof (the "***PSA***"), by and between by and between SunE MN Development, LLC, a Delaware limited liability company (the "***Company***") and Fresh Air Energy II, LLC, a Delaware limited liability company. All defined terms not expressly defined herein shall have the meanings specified in the PSA.

The undersigned, being the Vice President of the Company, certifies that he/she is duly authorized to execute and deliver this Certificate on behalf of the Company and further certifies on behalf of the Company as follows pursuant to Sections 3.3.7 of the PSA:

1. Attached hereto as Exhibit A are true, complete and correct copies of the Certificate of Formation of the Company and each applicable Project Company, all filed with the Delaware Secretary of State, including any amendments thereto, which Certificates of Formation are in full force and effect as of the date hereof.

2. Attached hereto as Exhibit B are true, complete and correct copies of the Operating Agreements of the Company and each applicable Project Company, which have not been rescinded, amended or otherwise modified, and are in full force and effect as of the date hereof.

3. The Company has all requisite limited liability company power and authority, and has been duly authorized pursuant to the written consent of the sole member of the Company (a true, correct and complete copy of such consent is attached hereto as Exhibit C, which has not been rescinded, amended or otherwise modified, and is in full force and effect, as of the date hereof), to enter into and deliver (a) the PSA; (b) the Assignment Agreement and (c) such other documents, filings, notices, agreements, and other instruments as may be contemplated thereby or as necessary, advisable or proper from time to time to effectuate the underlying transactions pursuant to the PSA.

4. Attached hereto as Exhibit D are Certificates of Good Standing of the Company and the Project Company from the Delaware Secretary of State dated within 10 days of the date first written above.

5. Attached hereto as Exhibit E are incumbency certificates for the Company and each applicable Project Company.

6. Each of the conditions described in Section 3.3 of the PSA has been satisfied, and each of the representations and warranties set forth in Article 4 of the PSA that is qualified with respect to materiality is true and correct, and each of the representations and warranties in Article 4 of the PSA that is not so qualified is true and correct in all material respects, in each case as of the date hereof, except for any representation or warranty made only as of an earlier date in which case such representation or warranty was true and correct as of such earlier date.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate as of the date first written above, solely in **[his/her]** official capacity and not in any individual capacity whatsoever.

SunE MN Development, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

[Signature Page to SunE MN Development, LLC's Officer's Certificate]

EXHIBIT A

Certificates of Formation

(See Attached)

EXHIBIT B

Operating Agreements

(See Attached)

EXHIBIT C

Written Consent

(See Attached)

EXHIBIT D

Certificates of Good Standing from Delaware

(See Attached)

EXHIBIT E

Incumbency Certificates

(See Attached)

Exhibit D

Form of Subscription Agreement

[Note: This form of General Conditions is to be used for governmental subdivisions, and where SunEdison owns or otherwise controls the premises. This form further assumes that the applicable Solar System(s) will be a groundmount system located in Minnesota.]

GENERAL TERMS AND CONDITIONS OF
MINNESOTA COMMUNITY SOLAR GARDEN SUBSCRIPTION AGREEMENT

These General Terms and Conditions of Minnesota Community Solar Garden Subscription Agreement ("General Conditions") are dated as of ____ day of _____ 201_ and are witnessed and acknowledged by [SunEdison entity] ("SunEdison" or "Operator") and _____ ("Subscriber"), as evidenced by their respective signatures on the last page of this document. These General Conditions are intended to be incorporated by reference into Subscription Agreements that may be entered into between SunEdison and Subscriber or between their respective Affiliates. Except to the extent SunEdison or Subscriber becomes a party to a Subscription Agreement that incorporates these General Conditions, these General Conditions shall have no binding effect upon SunEdison or Subscriber. Note that Subscriber and SunEdison may enter into multiple separate Special Conditions (with each Special Conditions relating to a separate Solar System) that incorporate these General Conditions.

1. DEFINITIONS.

1.1 Definitions. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the PPA. In addition to other terms specifically defined elsewhere in the Agreement, where capitalized, the following words and phrases shall be defined as follows:

"Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

"Agreement" means the Subscription Agreement (which shall consist of these General Conditions (and all the Exhibits hereto) and the applicable Special Conditions (and all Exhibits and Schedules thereto)).

"Applicable Law" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

"Assignment" has the meaning set forth in Section 13.1.

"Bankruptcy Event" means with respect to a Party, that either: (i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or (ii) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any

order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days.

"Bill Credit**"** means the monetary value of the electricity generated by the Solar System commensurate with Subscriber's Allocated Percentage, as calculated pursuant to the PPA and the Tariff, and credited to Subscriber by NSP on its monthly invoice for electric service at the Service Address in accordance with the PPA. The Bill Credit Rate to be used by NSP shall be the Enhanced Bill Credit as provided in the PPA recognizing Operator's election to transfer the solar RECs to NSP pursuant to the PPA.

"Billing Cycle" means the monthly billing cycle established by NSP.

"Business Day" means any day other than Saturday, Sunday or any other day on which banking institutions in Minneapolis, Minnesota are required or authorized by Applicable Law to be closed for business.

"Commercial Operation" and "Commercial Operation Date" have the meaning set forth in Section 3.1(b).

"Confidential Information" has the meaning set forth in Section 15.1.

"Covenants, Conditions and Restrictions" or "CCR" means those requirements or limitations related to the Premises as may be set forth in a lease, if applicable, or by any association or other organization, having the authority to impose restrictions.

"Delivered Energy" means the amount of photovoltaic energy generated by the System and delivered to NSP at the Production Meter (as defined in the PPA).

"Effective Date" means the date on which the condition to effectiveness of this Agreement set forth in Section 17 has been satisfied.

"Enhanced Bill Credit" shall refer to a Bill Credit that includes the REC pricing approved by the Minnesota Public Utilities Commission as set forth in the Tariff and the PPA.

"Environmental Attributes" means, without limitation, carbon trading credits, Renewable Energy Credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products.

"Estimated Annual Delivered Energy" has the meaning set forth in Section 5.2.

"Estimated Remaining Payments" means as of any date, the estimated remaining Payments to be made through the end of the Term, as reasonably determined and supported by Operator.

"Financing Party" means, as applicable (i) any Person (or its agent) from whom Operator (or an Affiliate of Operator) leases the System, or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide financing to Operator (or an Affiliate of Operator) with respect to the System.

"Force Majeure Event" has the meaning set forth in Section 10.1.

"General Conditions" has the meaning set forth in the preamble to these General Terms and Conditions of Minnesota Community Solar Garden Subscription Agreement.

"Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization 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, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

"Indemnified Persons" means the Subscriber Indemnified Parties or the Operator Indemnified Parties, as the context requires.

"Installation Work" means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Operator at the Premises.

"Interconnection Agreement" means the Interconnection Agreement entered into or to be entered into between Operator and NSP as required by the PPA.
"Invoice Date" has the meaning set forth in Section 6.2.

"kWh Rate" means the price per kWh set forth in Schedule 2 of the applicable Special Conditions.

"Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

"NSP" means Northern States Power Company and any successor thereto.

"Operator" has the meaning set forth in the applicable Special Conditions.

"Operator Default" has the meaning set forth in Section 11.1(a).

"Operator Indemnified Parties" has the meaning set forth in Section 16.2.

"Party" or "Parties" has the meaning set forth in the preamble to the applicable Special Conditions.

"Payment" has the meaning set forth in Section 6.1.

"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

"PPA" means the Standard Contract for Solar*Rewards Community to be entered into by and between SunEdison and NSP whereby NSP agrees to purchase all of the photovoltaic energy produced by the Solar System and to pay for such energy by providing Bill Credits to Subscriber (and other Subscribers).

"Premises" means the premises to be described in Schedule 8 of the applicable Special Conditions. For the avoidance of doubt, the Premises includes the entirety of any structures and underlying real property located at the address described in Schedule 8 of the applicable Special Conditions.

"Service Address" has the meaning set forth in the applicable Special Conditions.

"Solar Incentives" means any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies and all other solar or renewable energy subsidies and incentives.

"Special Conditions" means the Minnesota Community Solar Garden Subscription Agreement Special Conditions (including the Schedules and Exhibits attached thereto) to be entered into by Subscriber and Operator for each Solar System in which Subscriber wishes to participate, which Special Conditions incorporate these General Conditions. Multiple separate Special Conditions (one for each Solar System in which Subscriber wishes to participate) may be entered into by the Parties and these General Conditions will apply to each such Special Conditions.

"Subscriber Default" has the meaning set forth in Section 11.2(a).

"Subscriber Indemnified Parties" has the meaning set forth in Section 16.1.

"Subscriber's Allocated Percentage" means Subscriber's allocated portion, stated as a percentage, of the Delivered Energy in a given month, as set forth in Schedule 1 of the applicable Special Conditions.

"Subscription Agreement" means these General Conditions (including the Exhibits attached hereto) and the applicable Special Conditions (including Schedules and Exhibits attached thereto).

"Stated Rate" means a rate per annum equal to the lesser of (a) the "prime rate" (as reported in The Wall Street Journal) plus two percent (2%) and (b) the maximum rate allowed by Applicable Law.

"System" or "Solar System" means the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, more specifically described in Schedule 1 of the applicable Special Conditions that generates electricity.

"System Operations" means Operator's operation, maintenance and repair of the System performed in accordance with the requirements herein.

"Tariff" means the Solar*Rewards Community Program tariff of NSP's rate book as in effect from time to time.

"Term" has the meaning set forth in Section 2.1.

"Termination Fee" means the present value of the Estimated Remaining Payments minus the present value of the amount Operator would be forecasted to receive for Subscriber's Allocated Percentage at projected wholesale energy rates of NSP through the remainder of the Term as verified by an independent third party mutually agreed to by the Parties. The Parties agree that Ventyx would be an acceptable third party for such purpose.

1.2 Interpretation. The captions or headings in these General Conditions are strictly for convenience and shall not be considered in interpreting the Agreement. Words in the Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words "include", "includes", and "including" mean include, includes, and including "without limitation" and "without limitation by specification." The words "hereof", "herein", and "hereunder" and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement. Except as the context otherwise indicates, all references to "Articles" and "Sections" refer to Articles and Sections of these General Conditions.

2. TERM AND TERMINATION.

2.1 Term. The term (the "Term") of the Agreement shall commence on the Effective Date and shall continue for the number of years from the Commercial Operation Date (or such other time period) as specified in the applicable Special Conditions for the Term, unless and until terminated earlier pursuant to the provisions of the Agreement. Without limiting either Party's termination rights set forth elsewhere in this Agreement, this Agreement shall terminate in the event the PPA is terminated.

2.2 Operator Conditions of the Agreement Prior to Installation. In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, Operator may (in its sole discretion) terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination.

(a) There exist site conditions (including environmental conditions and ecological concerns such as presence of wildlife species) at the premises or construction requirements that could not have been reasonably known as of the date of this Agreement and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed.

(b) There has been a material adverse change in the (i) rights of Operator to construct the System on the Premises, or (ii) financial prospects or viability of the Solar System, whether due to market conditions, cost of equipment or any other reason.

(c) Operator has not received evidence reasonably satisfactory to it that interconnection services will be available with respect to energy generated by the System.

(d) Operator has determined that there are easements, CCRs, other liens or encumbrances, or other facts, circumstances or developments that would materially impair or prevent, or have a material adverse effect on, the installation, operation, maintenance or removal of the System.

(e) Either (i) Subscriber's S&P or Moody's senior unsecured or underlying rating falls below BBB- or Baa3, or (ii) Subscriber is not rated by S&P or Moody's and does not meet or exceed the following criteria: the ability to provide three (3) years of audited financial statements; asset to liability ratio of greater than 1:1; a minimum five (5) years operating history; and the ability to demonstrate sustainable operations with either consistent profitability or consistent cash flow positive fiscal years.

(f) Operator is unable to obtain financing for the System on terms and conditions reasonably satisfactory to Operator.

(g) Subscriber's representation and warranty contained in Section 8.2(f) is no longer true and correct.

3. CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

3.1 System Acceptance Testing.

(a) Operator shall conduct testing of the System in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States and as otherwise required by the PPA and the Tariff.

(b) Commercial Operation shall occur when the "Date of Commercial Operation" has occurred under the PPA. On or before the date on which Commercial Operation occurs, Operator shall send a written notice to Subscriber indicating the date of Commercial Operation and the date so indicated shall be the Commercial Operation Date for the purposes of this Agreement.

4. SYSTEM OPERATIONS.

4.1 Operator as Owner and Operator. The System will be owned by Operator or Operator's Financing Party and will be operated and maintained in accordance with the PPA and the Tariff and, as necessary, repaired by Operator at its sole cost and expense.

4.2 Metering. There will be two meters installed and maintained by NSP, which will measure the amount of electrical energy flowing to and from the Premises as further described in the PPA. The Production Meter (as defined in the PPA) will record the amount of Delivered Energy.

5. DELIVERY OF DELIVERED ENERGY.

5.1 Purchase Requirement. Subscriber agrees to make payments in respect of Subscriber's Allocated Percentage multiplied by Delivered Energy generated by the System commencing on the Commercial Operation Date (or such other date as may be specified in the applicable Special Conditions) and continuing for each relevant month of the Term.

5.2 Estimated Annual Delivered Energy. The total annual estimate of Delivered Energy for any given year as determined pursuant to this Section 5.2 shall be the "Estimated Annual Delivered Energy." The Estimated Annual Delivered Energy and the estimated amount of electricity to be allocated to Subscriber for each year of the Term commencing on the Commercial Operation Date (or such other date as may be specified in the applicable Special Conditions) is set forth in Schedule 4 of the applicable Special Conditions. For the purpose of clarification, the estimated amount of electricity allocated to Subscriber shall be Subscriber's Allocated Percentage of the Estimated Annual Delivered Energy.

5.3 Environmental Attributes and Solar Incentives. Subscriber's purchase does not include Environmental Attributes or Solar Incentives. Subscriber disclaims any right to Solar Incentives or Environmental Attributes based upon the installation of the System, and shall, at the request of Operator, execute any document or agreement reasonably necessary to fulfill the intent of this Section 5.3. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use and to help ensure that Environmental Attributes will be certified by Green-e® or a similar organization, Subscriber shall submit to SunEdison for approval any press releases regarding the Subscription Agreement and shall not submit for publication any such releases without the prior written approval of Operator. Without limiting the foregoing in this Section 5.3, Subscriber acknowledges and agrees that NSP will acquire from Operator under the PPA all photovoltaic energy generated by the Solar System and may, as provided for in the PPA, acquire all Renewable Energy Credits (as defined in the PPA) associated with the Solar System. Subscriber acknowledges that, in the event the Renewable Energy Credits (as defined in the PPA) associated with the Solar System are acquired by NSP as provided for in the PPA, Subscriber agrees not to make any statement contrary to such ownership by NSP.

5.4 Title to System. Throughout the Term, Operator or Operator's Financing Party shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Operator or Operator's Financing Party.

5.5 Obligations of Parties. The Parties will work cooperatively and in good faith to meet all Community Solar Garden program requirements under Applicable Law, the PPA and the Tariff, including applicable interconnection and metering requirements. The Parties agree that commencing on the Commercial Operation Date (a) Operator shall transmit Subscriber's Allocated Percentage of the Delivered Energy into the NSP system for the benefit of Subscriber, and (b) Subscriber (or its designee) shall be entitled to any and all Bill Credits issued by NSP resulting from such transmission and corresponding with Subscriber's Allocated Percentage.

6. PRICE AND PAYMENT.

6.1 Consideration. Subscriber shall pay to Operator a monthly payment (the "Payment") for Subscriber's Allocated Percentage of Delivered Energy commencing on the Commercial Operation Date and continuing through the Term, equal to the product of (x) the Delivered Energy for the relevant month multiplied by (y) the kWh Rate, multiplied by (z) Subscriber's Allocated Percentage.

6.2 Invoices. Operator shall invoice Subscriber on or before the last Business Day of each calendar month (each such date on which an invoice is issued by Operator to Subscriber, an "Invoice Date") for the Payment in respect of Subscriber's Allocated Percentage of Delivered Energy during the immediately preceding calendar month. Subscriber's first invoice under this Agreement shall be for the first full calendar month after the Commercial Operation Date. For the avoidance of doubt, Subscriber shall (i) neither receive nor be entitled to any Bill Credits associated with Delivered Energy prior to the Commercial Operation Date, and (ii) have no obligation to make or any liability for Payments for Delivered Energy prior to the Commercial Operation Date.

6.3 Time of Payment. Subscriber shall pay all undisputed amounts due hereunder within the time period specified in the applicable Special Conditions.

6.4 Method of Payment. Subscriber shall make all payments under the Agreement by electronic funds transfer in immediately available funds to the account designated by Operator from time to time. If Subscriber does not have electronic funds transfer capability, the Parties shall agree to an alternative method of payment. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate. Except for billing errors or as provided in Section 6.5 below, all payments made hereunder shall be non-refundable, be made free and clear of any tax, levy, assessment, duties or other charges and not subject to reduction, withholding, set-off, or adjustment of any kind.

6.5 Disputed Payments. If a *bona fide* dispute arises with respect to any invoice, Subscriber shall not be deemed in default under the Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. If an amount disputed by Subscriber is subsequently deemed to

have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date becoming past due under such invoice until the date paid.

6.6 Billing Adjustments Following NSP Billing Adjustments. If, as a result of a NSP billing adjustment, the quantity of Delivered Energy is decreased (the "Electricity Deficiency Quantity") and NSP reduces the amount of Bill Credits allocated to Subscriber for such period, Operator shall reimburse Subscriber for the amount paid by Subscriber in consideration for the Electricity Deficiency Quantity. If as a result of such adjustment the quantity of Delivered Energy allocated to Subscriber is increased (the "Electricity Surplus Quantity") and NSP increases the amount of Bill Credits allocated to Subscriber for such period, Subscriber shall pay for the Electricity Surplus Quantity at the kWh Rate applicable during such period.

7. GENERAL COVENANTS.

7.1 Operator's Covenants. Operator covenants and agrees to the following:

(a) Notice of Damage or Emergency. Operator shall promptly notify Subscriber if it becomes aware of any significant damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System.

(b) System Condition. Operator shall make commercially reasonable efforts to ensure that the System is capable of operating at a commercially reasonable continuous rate.

(c) Governmental Approvals. While providing the Installation Work and System Operations, Operator shall obtain and maintain and secure all Governmental Approvals required to be obtained and maintained and secured by Operator and to enable Operator to perform such obligations.

(d) Interconnection Fees. Operator shall be responsible for all costs, fees, charges and obligations required to connect the System to the NSP distribution system, including fees associated with system upgrades and operation and maintenance carrying charges, as provided in the Interconnection Agreement ("Interconnection Obligations"). In no event shall Subscriber be responsible for any Interconnection Obligations.

(e) Compliance with PPA, Tariff and Interconnection Agreement. Operator shall cause the System to be installed and operated in compliance with the PPA, the Tariff and the Interconnection Agreement.

(f) Subscriber's Account Information. Operator shall be responsible for providing Subscriber's Account Information and Monthly Subscriber Information (as such terms are defined in the PPA) and entering such information into the Community Solar Gardens Application and Subscriber Management System (as defined in the PPA), all in accordance with its obligations to do so under the PPA. Operator shall take care to preserve the privacy expectations of Subscriber, including not publicly providing the Subscriber's Account Information, Subscriber Energy Usage Data or Bill Credits. Operator shall not disclose such information to third parties, other than to NSP, the Minnesota Public Utilities Commission, the Minnesota Department of Commerce, or the Minnesota Office of the Attorney General, unless Subscriber has provided explicit informed consent or such disclosure is compelled by Applicable Law.

(g) The PPA requires that Operator (as opposed to NSP) shall be responsible for answering all questions from Subscriber regarding its participation in the Solar System. Operator is solely responsible for resolving disputes with NSP or Subscriber regarding the accuracy of Subscriber's Allocated Percentage and the Delivered Energy allocated to Subscriber in connection therewith. Notwithstanding the foregoing, Subscriber acknowledges that NSP is responsible for resolving disputes with Subscriber regarding the applicable rate used to determine the Bill Credit.

7.2 Subscriber's Covenants. Subscriber covenants and agrees as follows:

(a) Consents and Approvals. Subscriber shall ensure that any authorizations required of Subscriber under this Agreement are provided in a timely manner. To the extent that only Subscriber is authorized to request, obtain or issue any necessary approvals, permits, rebates or other financial incentives, Subscriber shall cooperate with Operator to obtain such approvals, permits, rebates or other financial incentives.

(b) Subscriber Agency and Consent Form. On the Effective Date, Subscriber shall execute and deliver to Operator a Subscriber Agency Agreement and Consent Form in the form attached hereto as Exhibit A. Subscriber acknowledges that such agreement is required of Subscriber pursuant to the PPA.

8. REPRESENTATIONS & WARRANTIES.

8.1 Representations and Warranties Relating to Agreement Validity. In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other as of the date of this Agreement and on the Effective Date that:

(a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;

(b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;

(c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;

(d) the Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

(e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and

(f) its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

8.2 Specific Representations and Warranties of Subscriber. Subscriber represents and warrants to Operator as of the date of this Agreement and on the Effective Date that:

(a) Subscriber is an organization described in section 501(c)(3) of the Internal Revenue Code, corporation, partnership, or incorporated municipality or governmental subdivision with total assets in excess of $5,000,000.

(b) Subscriber is the sole party in interest agreeing to purchase Subscriber's Allocated Percentage and is acquiring Subscriber's Allocated Percentage for its own account and not with a view to the resale or other distribution thereof, in whole or in part, and agrees that it will not transfer, sell or otherwise dispose of Subscriber's Allocated Percentage in any manner that will violate applicable securities law.

(c) Subscriber has been given the opportunity to ask questions of, and receive answers from, SunEdison concerning the terms and conditions of this Agreement and other matters pertaining to this Agreement, and has been given the opportunity to obtain such additional information necessary in order for Subscriber to evaluate the merits and risks of the purchase of Subscriber's Allocated Percentage and receipt of associated Bill Credits to the extent SunEdison possesses such information or can acquire it without unreasonable effort or expense.

(d) Subscriber is not relying on SunEdison or any of its employees, members of its board of directors (or equivalent body) or officers, or this Agreement with respect to tax and other economic considerations involved in the investment.

(e) Subscriber's Allocated Percentage, combined with any other distributed resources serving the Service Address, represents no more than 120 percent of Subscriber's annual consumption at the Service Address over the last twenty-four (24) months. **[NTD: ADJUST IF LESS THAN TWENTY-FOUR (24) MONTHS OF HISTORY PER THE PPA: In the event twenty-four (24) months of historical electric energy consumption data is not available, the estimated annual electric energy consumption will be calculated as follows: if there is less than twenty-four (24) months but four (4) months or more of consumption history, the average monthly consumption is multiplied by 12 to figure the yearly consumption. For commercial properties with less than four (4) months of consumption history, Subscriber shall submit an energy audit (HERS Rating or similar) or load calculations for the Service Address stating the estimated annual consumption.]**

(f) Subscriber is a retail electric service customer of NSP and the Service Address is within the same county or contiguous county as the Solar System; and

(g) Subscriber is not exempt from the Solar Energy Standard under Minnesota Statutes § 216B.1691, subd. 2f(d).

8.3 Exclusion of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 3.1, 4.1, AND 7.1 AND THIS ARTICLE 8 , THE INSTALLATION WORK, SYSTEM OPERATIONS AND PERFORMANCE PROVIDED BY OPERATOR TO SUBSCRIBER PURSUANT TO THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO SUBSCRIBER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY OPERATOR.

9. TAXES AND GOVERNMENTAL FEES. Operator shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. Subscriber shall be solely liable for all taxes, fees, charges, franchise fees or similar types of assessments imposed by a governmental entity, if any, attributable to the sale of Bill Credits allocated to the Subscriber. Further, Operator shall not be obligated for any taxes payable by or assessed against Subscriber based on or related to Subscriber's overall income or revenues.

10. FORCE MAJEURE.

10.1 Definition. "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of Operator or as a result of such party's failure to comply with a collective bargaining agreement); (v) action or inaction by a Governmental Authority (unless Subscriber is a Governmental Authority and Subscriber is the Party whose performance is affected by such action nor inaction); and (vi) any event of force majeure under the PPA. A Force Majeure Event shall not be based on the economic hardship of either Party.

10.2 Excused Performance. Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Article 10 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter; provided, however, that Subscriber shall not be excused from making any payments and paying any unpaid amounts due in respect of Subscriber's Allocated Percentage of Delivered Energy prior to any performance interruption due to a Force Majeure Event.

10.3 Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has affected Operator's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Subscriber shall be entitled to terminate the Agreement upon ninety (90) days' prior written notice to Operator. If at the end of such ninety (90) day period such Force Majeure Event shall still continue, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other.

11. DEFAULT.

11.1 Operator Defaults and Subscriber Remedies.

(a) Operator Defaults. The following events shall be defaults with respect to Operator (each, a "Operator Default"):

(i) A Bankruptcy Event occurs with respect to Operator;

(ii) Operator fails to pay Subscriber any undisputed amount owed under the Agreement within thirty (30) days from receipt of notice from Subscriber of such past due amount;

(iii) Operator breaches any material term of the Agreement and (A) if such breach can be cured within thirty (30) days after Subscriber's written notice of such breach and Operator fails to so cure, or (B) Operator fails to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed; and

(iv) The PPA is terminated by NSP due to Operator's default thereunder.

(b) Subscriber's Remedies. If an Operator Default described in Section 11.1(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Article 12, Subscriber may terminate the Agreement and exercise any other remedy it may have at law or equity or under the Agreement. In the event of such termination, Subscriber shall use reasonable efforts to mitigate its damages.

11.2 Subscriber Defaults and Operator's Remedies.

(a) Subscriber Default. The following events shall be defaults with respect to Subscriber (each, a "Subscriber Default"):

(i) A Bankruptcy Event occurs with respect to Subscriber;

(ii) Subscriber fails to pay Operator any undisputed amount due Operator under the Agreement within thirty (30) days from receipt of notice from Operator of such past due amount;

(iii) Subscriber breaches any material term of the Agreement and (A) if such breach can be cured within thirty (30) days after Operator's notice of such breach and Subscriber fails to so cure, or (B) Subscriber fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed; and

(iv) Subscriber has moved out of or relocated from the county in which the Solar System is located or a contiguous county or out of or relocated from the NSP service territory, and has not, within 90 days after such move or relocation, assigned this Agreement in accordance with the provisions of Section 13.3.

(b) Operator's Remedies. If a Subscriber Default described in Section 11.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Article 12, Operator may terminate this Agreement, sell Subscriber's Allocated Percentage to one or more persons other than Subscriber, and recover from Subscriber the Termination Fee.

12. LIMITATIONS OF LIABILITY.

12.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.

12.2 A Party's maximum liability to the other Party under the Agreement, shall be limited to an amount equal Subscriber's aggregate Estimated Remaining Payments as of the date of the events giving rise to such liability; provided, however, the limits of liability under this Section 12.2 shall not apply with respect to indemnity obligations hereunder in respect of personal injury or intellectual property infringement claims.

13. ASSIGNMENT; REALLOCATION.

13.1 Assignment by Operator. Operator shall not sell, transfer or assign (collectively, an "Assignment") the Agreement or any interest therein, without the prior written consent of Subscriber, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that, without the prior consent of Subscriber, Operator may (i) assign this Agreement to an Affiliate of Operator; or (ii) assign this Agreement as collateral security in connection with any financing of the System (including pursuant to a sale-leaseback transaction). In the event that Operator identifies such secured Financing Party in Schedule 5 of the applicable Special Conditions, or in a subsequent notice to Subscriber, then Subscriber shall comply with the provisions set forth in Exhibit B of these General Terms and Conditions. Any Financing Party shall be an intended third-party beneficiary of this Section 13.1. Any assignment by Operator without any required prior written consent of Subscriber shall not release Subscriber of its obligations hereunder.

13.2. Acknowledgment of Collateral Assignment. In the event that Operator identifies a secured Financing Party in Schedule 5 of the applicable Special Conditions, or in a subsequent notice to Subscriber, then Subscriber hereby:

(a) acknowledges and agrees to the collateral assignment by Operator to the Financing Party, of Operator's right, title and interest in, to and under the Agreement, as consented to under Section 13.1 of the Agreement.

(b) acknowledges and agrees that the Financing Party as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to Operator's interests in this Agreement.

(c) acknowledges and agrees that it has been advised that Operator has granted a first priority perfected security interest in the System to the Financing Party and that the Financing Party has relied upon the characterization of the System as personal property, as agreed in this Agreement in accepting such security interest as collateral for its financing of the System.

Any Financing Party shall be an intended third-party beneficiary of this Section 13.2.

13.3 Assignment by Subscriber.

(a) Subscriber shall not assign this Agreement or any interest herein, without the prior written consent of Operator; provided however that Operator shall not unreasonably withhold, condition or delay its consent for Subscriber to change the Service Address for which the Bill Credits will apply to another Service Address.

(b) Subscriber's request for Operator's consent to any proposed change or assignment as contemplated in Section 13.3(a) shall be in in writing and furnished to Operator at least thirty (30) days prior to the proposed effective date of such change or assignment, which request must include: (i) Subscriber's name and mailing address; (ii) the current Service Address; (iii) the new Service Address (if applicable); (iv) the name of the individual or entity to whom Subscriber is requesting to assign this Agreement (if applicable) and the consideration (if any) proposed to be provided to Subscriber for such assignment; and (v) the proposed effective date of such proposed change or assignment. In the case of any assignment of this Agreement in whole or in part to another individual or entity, (i) such assignee's Service Address shall be located within NSP's service

territory and within the same county as the Solar System or a contiguous county, (ii) such assignee shall execute a new Minnesota Community Solar Program Subscription Agreement substantially in the same form as this Agreement, specifically including the representations and warranties in Section 8.2; and (iii) the value of any consideration to be provided to Subscriber for assignment of this Agreement may not exceed the aggregate amount of Bill Credits that have accrued to Subscriber, but have not yet been applied to Subscriber's monthly invoice(s) from NSP.

(c) Upon any assignment of this Agreement pursuant to this Section 13.3, Subscriber will surrender all right, title and interest in and to this Agreement. Any purported assignment in contravention of this Section 13.3 shall be of no force and effect and null and void ab initio. No assignment will extend the Term of this Agreement.

13.4 Reallocation. To enable ongoing subscriber balancing across Systems, Owner reserves the right, at its option and in its sole discretion, to assign all or a portion of Subscriber's Allocated Percentage among one or more Systems. The Parties agree to modify any terms of this Agreement, and the Subscriber agrees to modify or enter into new subscriber agency agreement(s), as necessary to effectuate or reflect the details of such assignment(s).

14. NOTICES.

14.1 Notice Addresses. Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the other Party (or Financing Party, as the case may be) at the addresses set forth in Schedule 5 of the applicable Special Conditions, or at such other address as may be designated in writing to the other Party from time to time.

14.2 Notice. Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.

14.3 Address for Invoices. All invoices under the Agreement shall be sent to the address provided by Subscriber. Invoices shall be sent by regular first class mail postage prepaid.

15. CONFIDENTIALITY.

15.1 Confidential Information. To the extent permitted by law, Subscriber agrees to treat all information submitted to Subscriber by Operator as confidential information and will not voluntarily disclose such information, without prior written consent of Operator, to any Person other than its board members, members of its staff, or its counsel in connection with this Agreement. If Subscriber receives a request pursuant to the Minnesota Government Data Practices Act for access to any information provided by Operator, Subscriber shall treat such information as data classified by law as not public to the extent it has not been made public to the knowledge of the Subscriber (or shall assert any other available exemption from disclosure) and shall not make such information public. If the Subscriber determines that under applicable law the Subscriber must disclose any such confidential information, the Subscriber shall use its best efforts to give the Operator ten (10) days' notice of such determination prior to disclosure thereof in order to permit the Operator to exercise whatever legal remedies are available to the Operator.

15.2 Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law and press releases issued by Operator that do not reference the Subscriber by name) shall be made by

either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party.

15.3 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article 15 by the receiving Party or its representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article 15. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article 15, but shall be in addition to all other remedies available at law or in equity.

16. INDEMNITY.

16.1 Operator's Indemnity. Subject to Article 12, to the extent permitted by applicable law, Operator agrees that it shall indemnify and hold harmless Subscriber, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Subscriber Indemnified Parties") from and against any and all Losses incurred by the Subscriber Indemnified Parties to the extent arising out of Operator's negligence or willful misconduct. Operator shall not, however, be required to reimburse or indemnify any Subscriber Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Subscriber Indemnified Party.

16.2 Subscriber's Indemnity. Subject to Article 12, to the extent permitted by applicable law, Subscriber agrees that it shall indemnify and hold harmless Operator, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Operator Indemnified Parties") from and against any and all Losses incurred by the Operator Indemnified Parties arising out of Subscriber's negligence or willful misconduct. Subscriber shall not, however, be required to reimburse or indemnify any Operator Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Operator Indemnified Party.

17. CONDITION PRECEDENT TO EFFECTIVENESS OF AGREEMENT. Notwithstanding anything herein to the contrary, this Agreement shall not become effective until the Operator has provided a copy of the fully-executed PPA to Subscriber.

18. MISCELLANEOUS.

18.1 Integration; Exhibits. The Agreement, together with the Exhibits and Schedules attached thereto and hereto, constitute the entire agreement and understanding between Operator and Subscriber with respect to the subject matter thereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules attached thereto and hereto are integral parts hereof and are made a part of the Agreement by reference. In the event of a conflict between the provisions of these General Conditions and any applicable Special Conditions, the provisions of the applicable Special Conditions shall prevail.

18.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Operator and Subscriber. In the event any provision of this Agreement would, in the reasonable judgment of Operator, be reasonably expected to result in Operator's non-compliance with any provision in the PPA and/or the Tariff (as the same may be amended or revised from time to time), the Parties shall exercise commercially reasonable efforts to negotiate an amendment to this Agreement to conform the applicable to provision(s) of this Agreement to the applicable provisions in the PPA and/or Tariff, with the objective of adhering as closely as possible to the original intent of the Parties as set forth in this Agreement. To the extent any amendment changes Subscriber's Allocated Percentage, such amendment shall include the representation by Subscriber set forth in Section 8.2(e).

18.3 Industry Standards. Except as otherwise set forth herein, for the purpose of the Agreement the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

18.4 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Operator or Subscriber shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

18.5 Limited Effect of Waiver. The failure of Operator or Subscriber to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

18.6 Survival. The obligations under Section 8.3 (Exclusion of Warranties), Article 9 (Taxes and Governmental Fees), Article 12 (Limitation of Liability), Article 14 (Notices), Article 15 (Confidentiality), Article 18 (Miscellaneous), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement, shall survive the expiration or termination of this Agreement for any reason.

18.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without reference to any choice of law principles. The Parties agree that the courts of Minnesota and the federal Courts sitting therein shall have jurisdiction over any action or proceeding arising under the Agreement to the fullest extent permitted by Applicable Law. The Parties waive to the fullest extent permitted by Applicable Law any objection it may have to the laying of venue of any action or proceeding under this Agreement any courts described in this Section 18.7.

18.8 Severability. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

18.9 Relation of the Parties. The relationship between Operator and Subscriber shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Operator and Subscriber, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

18.10 Successors and Assigns. This Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of Operator and Subscriber and their respective successors and permitted assigns.

18.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument

18.12 Facsimile Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic, “pdf” delivery of the signature page of a counterpart to the other Party.

18.13 Access. Subscriber will not have access to the Solar System for any purpose. Subscriber will have no ownership, possession right or control of the Solar System, and will have no rights or obligations with respect to the maintenance or operation of the Solar System. This Agreement does not convey to Subscriber any right, title or interest in or to any portion of any property (tangible or intangible, real or personal) underlying or comprising any portion of the Solar System.

18.14 No Reliance. Subscriber is not relying on any representation, warranty or promise with respect to the Solar*Rewards Community Solar Program or the Solar System made by or on behalf of NSP or SunEdison, except to the extent specifically stated in this Agreement.

These General Terms and Conditions are witnessed and acknowledged by SunEdison and Subscriber below. For the avoidance of doubt, neither SunEdison nor Subscriber shall have any obligations or liability resulting from its witnessing and acknowledging these General Terms and Conditions.

“SUNEDISON”: SUNE Minnesota Holdings, LLC

By: _____

Name: _____

Title: _____

Date: _____

"SUBSCRIBER": _____

By: _____

Name: _____

Title: _____

Date: _____

Exhibit E

Form of Subscriber Certificate

CONSENT AND ESTOPPEL CERTIFICATE

This Consent and Estoppel Certificate, dated as of [_____], 201_ (this "Certificate"), is made by [name of Subscriber], a [state] [type of entity] (the "Subscriber"), for the benefit of [Project Company], a [state] [type of entity] (the "Operator"), SoCore MN Acquisition LLC, a Delaware limited liability company ("Buyer") and [Collateral Agent], as collateral agent (together with its successors and assigns, the "Collateral Agent") for the financing institutions providing loans and other financial accommodations with respect to the Solar Systems (as defined below).

BACKGROUND:

A. [Name of Subscriber], a [state] [type of entity] ("Subscriber"), has entered into that certain Minnesota Community Solar Garden Subscription Agreement dated as of , 20__ (the "Agreement") among Subscriber and Operator, as assignee of SunE Minnesota Holdings, LLC.

B. Buyer and SunEd MN Development, LLC, a Delaware limited liability company have entered into that certain Purchase and Sale Agreement, dated as of [_____] (the "Purchase Agreement"), whereby Buyer has agreed to purchase the membership interests of Operator, which owns certain assets in connection with development of solar photovoltaic facilities located in Minnesota pursuant to the terms and conditions of the Purchase Agreement (the "Transaction").

C. The solar photovoltaic facilities subject to the Transaction include the Solar System(s) (as defined in the Agreement).

D. The Operator has collaterally assigned or intends to collaterally assign, and has granted or intends to grant a security interest in, the Agreement to the Collateral Agent to secure the obligations of the Operator and its affiliates under the financing and participation agreement (and related agreements and instruments) between the financial institutions for which the Collateral Agent acts as agent, pursuant to which agreement (and related agreements and instruments) such financial institutions are providing financial accommodations to the Operator and such affiliates in connection with, inter alia, the Solar Systems (the "Financing Documents").

E. Capitalized terms used but not otherwise defined in this Certificate have the meanings given to them in the Agreement.

1. Acknowledgment and Consent.

a) The Subscriber consents to, or confirms that its consent is not required for, the Transaction, including the assignment and transfer of the membership interests of Operator.

b) The Subscriber acknowledges and consents to the collateral assignment by the Operator to the Collateral Agent of, and grant by the Operator to the Collateral Agent of a security interest in, all of Operator's right, title and interest in, to and under the Agreement.

c) The Subscriber acknowledges that, during the continuance of an event of default under the Financing Documents (as notified to the Subscriber by the Collateral Agent), the Collateral Agent will have the right to foreclose upon or otherwise acquire and succeed to all of the Operator's right, title and interest in, to and under the Agreement, including the right to continue to perform in place of the Operator, the right to require the Subscriber to continue to perform under the Agreement for the benefit of the Collateral Agent or its successors or assignees (as the new "Operator" under the Agreement), and the right to rely upon all representations, warranties, covenants, indemnities and agreements made by the Subscriber under or pursuant to the Agreement.

d) Until further written notice from the Collateral Agent to the Subscriber, the Subscriber agrees to pay any and all amounts payable to the Operator under the Agreement, including without limitation payments for energy delivered under the Agreement, payments of any indemnities, or termination payments that may at any time become payable under or in respect of the Agreement, to the Collateral Agent, by remitting such payments to the account specified on the attached Schedule 1.

e) The Subscriber confirms that the Collateral Agent is a "Financing Party" as defined in and for the purposes of the Agreement.

2. Rights of Collateral Agent. Notwithstanding anything to the contrary in the Agreement:

a) The Collateral Agent, as collateral assignee, shall be entitled to exercise, in the place and stead of the Operator, any and all rights and remedies of the Operator under the Agreement in accordance with the terms thereof.

b) The Collateral Agent shall have the right, but not the obligation, to pay all sums due under the Agreement and to perform any other act, duty or obligation required of the Operator thereunder or cause to be cured any default of the Operator thereunder. The Subscriber acknowledges and agrees that the Collateral Agent has not assumed and does not have any obligation or liability under the Agreement, and that the exercise by the Collateral Agent of its rights or remedies under the Financing Documents shall not constitute an assumption of Operator's obligations under the Agreement, except to the extent any such obligations are expressly assumed by the Collateral Agent or its designee pursuant to an instrument in writing.

c) If the Subscriber becomes entitled to terminate the Agreement due to an uncured default thereunder by the Operator, the Subscriber agrees not to terminate any the Agreement without first giving written notice of such uncured default to the Collateral Agent and giving the Collateral Agent the same cure period afforded to the Operator under the Agreement, plus an

additional period of thirty (30) days, to permit the Collateral Agent to cause such default to be cured. The Subscriber understands that in order to cure certain defaults by Operator under a Agreement the Collateral Agent may need to have possession of the Solar System or related assets, and accordingly the Subscriber agrees that if the Collateral Agent diligently seeks such possession, whether by foreclosure proceedings or a court action (such as, for example, seeking the appointment of a receiver of the Operator's property), the Collateral Agent's additional 30-day cure period shall be extended for so long as is reasonably necessary to obtain such possession.

d) If any bankruptcy or insolvency proceeding is commenced with respect to the Operator, and the trustee in bankruptcy or the Operator as debtor-in-possession (or any equivalent thereof) rejects or otherwise terminates the Agreement, then, within 90 days after such rejection or other termination of the Agreement, the Subscriber shall, if requested by the Collateral Agent, enter into a new subscription agreement on the same terms and conditions as the Agreement for the period that would have remained under the Agreement but for such rejection or termination.

e) Subscriber agrees that it will promptly notify the Collateral Agent of any breach or default by Operator under the Agreement at the notice address for the Collateral Agent listed on the attached Schedule 2 (or at such other address for notices as the Collateral Agent may specify in writing to the Subscriber).

3. Confirmation and Estoppel. Subscriber hereby represents, warrants, certifies, and confirms the following matters for the benefit of Operator, Buyer, and the Collateral Agent with respect to the Agreement:

a) Subscriber (i) is a [type of entity] duly organized and validly existing under the laws of the State of [State], (ii) is duly qualified, authorized to do business and in good standing in every jurisdiction necessary to perform its obligations under the Agreement, and (iii) has all requisite power and authority to enter into and to perform its obligations hereunder and under the Agreement, and to carry out the terms hereof and thereof and the transactions contemplated thereby.

b) The execution, delivery and performance by Subscriber of the Agreement and this Certificate have been duly authorized by all necessary [corporate] or other action on the part of Subscriber and do not require any approvals, filings with, or consents of any entity or person which have not previously been obtained or made.

c) Each of this Certificate and the Agreement is in full force and effect, has been duly executed and delivered on behalf of Subscriber by the appropriate officers of Subscriber, and constitutes the legal, valid and binding obligation of Subscriber, enforceable against Subscriber in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and (ii) general equitable principles (whether considered in a proceeding in equity or at law).

d) There is no litigation, action, proceeding or investigation pending or, to the best of Subscriber's knowledge, threatened against Subscriber before any court or Governmental

Authority by, against, affecting or involving any of its business or assets that would affect Subscriber's ability to carry out the transactions contemplated in the Agreement.

e) The execution, delivery and performance by Subscriber of this Certificate and the Agreement, and the consummation of the transactions contemplated hereby and thereby, will not result in any violation of, breach of or default under any term of its formation or governance documents, or of any contract or agreement to which it is a party or by which it or its property is bound, or any Applicable Laws (including but not limited to rules and regulations).

f) To the best of Subscriber's knowledge, neither Subscriber nor Operator is in default of any of its obligations under the Agreement.

g) To the best of Subscriber's knowledge, (i) no event of force majeure exists under, and as defined in, the Agreement and (ii) no event or condition exists which would either immediately or with the passage of any applicable grace period or giving of notice, or both, enable either Subscriber or Operator to terminate or suspend its obligations under the Agreement.

h) The final Subscriber's Allocated Percentage under the Agreement is __%.

i) The Agreement and this Certificate are the only agreements between Operator and Subscriber with respect to the Solar System, and all of the conditions precedent to effectiveness under the Agreement have been satisfied or waived.

j) The Subscriber agrees that it will not amend, terminate, renew, extend or modify the Agreement without the prior written consent from the Collateral Agent, unless (solely with respect to an amendment or a modification) the Operator represents to the Subscriber in writing (a copy of which shall be provided to the Collateral Agent) that no consent of the lenders (or any of their agents) is required for such amendment or modification under the Financing Documents.

This Certificate may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Certificate by facsimile or e-mail (including "pdf" format) or other electronic means shall be effective as delivery of an original executed counterpart of this Certificate. The governing law specified in the Agreement shall also be the law governing this Certificate, including the interpretation and construction of this Certificate.

[signature page follows]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Certificate as of the date first above written.

SUBSCRIBER:	OPERATOR:
[ ], a [state] [type of entity]	[ ], a [state] [type of entity]
By:	By:
Name:	Name:
Title:	Title:
Title:	Title:

SCHEDULE 1
Account Information

Bank:

Account Name:

Account #:

ABA #:

SCHEDULE 2
Addresses for Notices

If to Collateral Agent:

_____

_____

_____

If to Operator:

_____

_____

_____

If to Subscriber:

_____

_____

_____

If to Buyer:

_____

_____

_____

Exhibit F

Form of Bankruptcy 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) APPROVING THE SALE OF CERTAIN EQUITY INTERESTS IN THE SEVEN MINNESOTA PROJECTS FREE AND CLEAR, (B) APPROVING CERTAIN RELEASES IN CONNECTION THEREWITH, AND (C) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the Debtors for entry of an order (this "Order") pursuant to sections 105(a), 363(b), 363(f), 363(m), 365, 541(a), 1107, and 1108 of title 11 of the United States Code (as amended, the "Bankruptcy Code"), and Rules 2002, 6004, 9006, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") (a) authorizing SunE MN Development, LLC (the "Seller") to sell and transfer 100% of the outstanding membership

[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); 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 PSA, as applicable.

interests (collectively, the "Equity Interests") in those Minnesota project companies listed on Schedule 1.1 of the PSA (defined below) ("Project Companies") to Fresh Air Energy II, LLC (the "Buyer") in accordance with that certain Purchase and Sale Agreement, dated as of [_____], 2017 (together with all related agreements, documents or instruments and all exhibits, schedules, and supplements to any of the foregoing, the "PSA", and the transactions described therein, the "Transactions"), by and among the Seller and the Buyer, Free and Clear, with all 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, (b) authorizing Sun Edison LLC to transfer the Seller Permits (as defined in the Motion) to the applicable Project Company or Buyer, as Buyer directs, at Closing in accordance with the PSA, and (c) approving certain releases by, among other parties, Seller and its affiliated Debtor entities SunEdison, Inc., SunE Minnesota Holdings LLC, SunE MN Development Holdings LLC and SunEdison LLC (collectively, the "Releasing Parties") of any Interests against or in Buyer, any of the Project Companies, and affiliates, successors and related entities of Buyer or the Project Companies ("Released Parties") in connection therewith; and the Court having held a hearing on [_____], 2017 (the "Sale Hearing") to approve the proposed Transactions as set forth in the PSA; and the Court having reviewed and considered (a) the Motion, (b) the First Day Declaration, (c) the Youneszadeh Declaration, (c) the _____ Declaration, (d) the objections to the Motion, 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 and the Seller Permits to be sold, transferred, and conveyed pursuant to the PSA, 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.

[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.

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), 365, 541(a), 1107, and 1108, and Bankruptcy Rules 2002, 6004, 9006, 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 PSA, and the Transactions contemplated therein has been provided in accordance with Bankruptcy Code sections 102(1), 363, and 365 and Bankruptcy Rules 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 Debtors, including without limitation Seller, SunE Minnesota Holdings, LLC, SunE MN Development Holdings, Inc., SoCore MN Acquisitions, LLC, a Delaware limited liability company

("SoCore"), Ecoplexus, Inc., a Delaware corporation ("Ecoplexus") and the Platform Buyer; (iii) all known creditors who filed security interests or recorded liens against the assets of SunEdison Origination1, LLC, SunE Origination Holdings, LLC and the Project Companies or commenced litigation against any such entity have been given proper, timely, adequate and sufficient notice; and (iv) no other or further notice of the Motion, the Sale Hearing, the PSA, or the Transactions 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 and Project Companies; (b) counsel to the Buyer; (c) counsel to Ecoplexus, SoCore and the Platform Buyer; (d) counsel to the administrative agent under the Debtors' prepetition first lien credit agreement; (e) counsel to the Tranche B Lenders (as defined in the Final DIP Order (defined below)) and the steering committee of the second lien creditors; (f) counsel to the administrative agent under the Debtors' prepetition second lien credit agreement; (g) counsel to the collateral trustee under the Debtors' prepetition second lien credit agreement; (h) counsel to the indenture trustee under each of the Debtors' outstanding bond issuances; (i) counsel to TerraForm Power, Inc. and TerraForm Power, LLC ("TERP"); (j) counsel to TerraForm Global, Inc. and TerraForm Global, LLC ("Global"); (k) the Office of the United States Trustee for the Southern District of New York; (l) the U.S. Attorney for the Southern District of New York; (m) counsel to the DIP Agent (as defined in the Final DIP Order (defined below)); (n) counsel to the official committee of unsecured creditors; (o) the Internal Revenue Service; (p) the Securities and Exchange Commission; (q) all entities known to have asserted any Lien or Claim or Interest in or upon any

of the Equity Interests and Project Companies; and (r) 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 PSA 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 transactions contemplated by the PSA represent the best opportunity to maximize and realize the highest and best value of the Equity Interests for the Seller's estate. Consummation of the Transactions 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 Transactions contemplated by the PSA and for the Transactions to be completed by private sale. Entry into the PSA, and the consummation of the Transactions 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 PSA, 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 Transactions and that they be completed as a private sale, 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 Transactions are not closed promptly, and (iii) the PSA was the highest or otherwise best offer 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 PSA

constitutes the highest or otherwise best offer for the Equity Interests, (ii) the PSA and the closing of the Transactions as a private sale present 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 Transactions**. Entry of this Order approving the PSA and all the provisions thereof is a condition precedent to the Buyer's obligation to consummate the Transactions.

I. **Non-Insiders**. Neither the Buyer nor any of its affiliates, present or contemplated members, officers, directors, or its sole shareholder, [_____][4], 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 PSA and in connection with this proceeding. Specifically: (a) all payments to be made by the Buyer in connection with the Transactions have been disclosed; (b) the negotiation and execution of the PSA was at arm's-length and in good faith, and at all times each of the Buyer and the Seller were represented by competent counsel of their 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 PSA or the Transactions 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

[4] **Note to Draft**: Ecoplexus to provide.

connection with the PSA, 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 Transactions contemplated by the PSA. But for the good faith finding and releases in the PSA and in this Order, the Buyer would not have entered into the PSA and would not consummate the Transactions.

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 to the Tranche B Lenders (as defined in the Final DIP Order), counsel to TERP and Global and counsel to Ecoplexus, SoCore and the Platform Buyer received notice of the Transactions, 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 Sun Edison LLC, the Asset Holding Companies and the Project Companies. The Seller may sell the Equity Interests Free and Clear, including without limitation Encumbrances, Liens, Claims, and Liabilities (except Permitted Encumbrances) against the Seller, its estates, and the 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 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. The sale of the Equity Interests is a permitted disposition under the DIP Credit Agreement and Seller may transfer the Equity Interests free and clear of any and all Liens as permitted by the DIP Credit Agreement at the Closings of the transfer of the Equity Interests

of each Project Company, as such Closings for the Project Companies may occur pursuant to the terms of the PSA. Upon Closing of the Transactions, all holders of Interests in and Claims, Liens, Encumbrances 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 Transactions 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 PSA and would not consummate the Transactions.

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. To maximize the value of the Equity Interests, it is essential that the Transactions occur within the timeframe set forth in the PSA. Therefore, time is of the essence in consummating the Transactions, and the Seller and the Buyer intend to close the Transactions as soon as reasonably practicable.

M. **No Fraudulent Transfer**. The PSA was not entered into, and neither the Seller, the Releasing Parties, nor the Buyer proposes to consummate the Transactions, 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 Dobrzynski 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 PSA (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 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.

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 Transactions.

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 PSA neither impermissibly restructures the rights of the Seller's creditors nor impermissibly dictates the terms of a liquidating plan for the Seller. Neither the PSA nor the Transactions contemplated thereby constitute a s*ub rosa* chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford.

R. **Project Companies**. None of the Project Companies' assets have been pledged as credit support for any DIP financing in the Chapter 11 Cases and none of the assets of the Project Companies have been, are or shall become subject to this Court's jurisdiction in connection with the Transactions approved herein.

S. **Assumption and Assignment of Seller Permits**. Sun Edison LLC has demonstrated that it is an exercise of their sound business judgment to assume and assign the Seller Permits to the Project Companies or the Buyer, at Buyer's direction, in connection with the consummation of the Transaction, and the assumption and assignment of the Seller Permits is in the best interests of the Debtors, their estates, and their creditors. The Seller Permits being assigned to the Project Companies or the Buyer, at Buyer's direction, are integrally related to the Equity Interests being purchased by the Buyer and, accordingly, such assumption and assignment of the Seller Permits is reasonable, enhances the value of the Debtors' estates, and does not constitute unfair discrimination.

T. **Cure/Adequate Assurance**. There is zero cure associated with the Seller Permits. Therefore, Sun Edison LLC shall have (i) cured, or has provided adequate assurance of cure, upon or following Closing, of any default existing prior to the date of Closing under the Seller Permits, within the meaning of Bankruptcy Code section 365(b)(1)(A), and (ii) provided compensation, or adequate assurance of compensation, to any party for any actual pecuniary loss to such party resulting from a default prior to the date of Closing under the Seller Permits within the meaning of Bankruptcy Code section 365(b)(1)(B). The Buyer has provided adequate assurance of future performance of and under the Seller Permits within the meaning of Bankruptcy Code section 365(b)(1)(C).

U. **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 PSA, including any amendments, supplements, and modifications thereto, and all of the terms and conditions therein, is hereby approved.

4. The Transactions are hereby approved and authorized in all respects. The Seller is hereby authorized and empowered to enter into, and to perform its obligations under, the PSA. 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 PSA. Moreover, the releases given by the Releasing Parties to the Released Parties are hereby approved and authorized in all respects without any further action by any of the parties affected thereby, and shall be effective upon the first Closing of the Transactions 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 PSA 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 PSA 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 applicable Closing Date Free and Clear of all Interests, including without limitation, Liens, Claims, Liabilities, and Encumbrances (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 applicable Closing Date, with any Liens to attach to the proceeds of the Transactions 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 Project Companies or the Buyer on account of such Interest.

6. Following the applicable Closing for the Equity Interests for each Project Company, 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 Liens, Claims, Encumbrances and 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 Transactions contemplated by the PSA 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 PSA.

7. At each applicable Closing, all of the Seller's right, title and interest in and to, and possession of, the applicable Equity Interests shall be immediately vested in the Buyer pursuant to Bankruptcy Code sections 105(a), 363(b), and 363(f) Free and Clear. Such transfers shall constitute legal, valid, binding, and effective transfers 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 applicable Equity Interests directly to the Buyer or its designees at the applicable 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 Transactions 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 PSA, 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 each Closing, (i) no Liens, Claims, Encumbrances or Interests 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, 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 each applicable 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 Liens, Claims, Encumbrances or Interests 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 Liens, Claims, Encumbrances or Interests against the Buyer, its successors or assigns, the Equity Interests or the Project Companies. Following the Closing, no holder of any Lien, Claim, Encumbrance or Interest shall interfere with the Buyer's title to the Equity Interests and ownership of the Project Companies based on or related to any such Lien, Claim, Encumbrance or Interest, 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 lien against any of the Assets of the Project Companies that an existing or future creditor of any of the Project Companies may have.

11. Each person or entity that has filed financing statements or other documents or agreements evidencing Liens, Claims, Encumbrances, or Interests 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 Transactions in proper form for filing, and executed by the appropriate

parties, termination statements, instruments of satisfaction, and releases of all such Liens and Claims on or against the Equity Interests. If any person or entity that has filed financing statements or other documents or agreements evidencing Liens, Claims, Encumbrances or Interests on or against the Equity Interests shall not have delivered to the Seller prior to the Closing of the Transactions, in proper form for filing, and executed by the appropriate parties, termination statements, instruments of satisfaction, and releases of all such Liens, Claims, Encumbrances, or Interests, then only with regard to the Equity Interests and the Project Companies that are purchased by the Buyer pursuant to the PSA 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, the Assets Held for the Benefit of the Project Companies and Project Companies 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 of all Liens, Claims, Encumbrances or Interests. 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 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 and Project Companies in accordance with the PSA 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 Transactions. The foregoing sentence is not 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.

14. The Buyer shall not have any responsibility for any liability or other obligation of the Seller or its affiliates, including without limitation SunE Minnesota Holdings, LLC and SunE MN Development Holdings LLC, 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; provided, however, for the avoidance of doubt, unless otherwise explicitly provided for in the PSA, the Buyer shall not assume any liability or other obligation of the Project Companies, which shall remain liabilities and obligations of the applicable Project Company. 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 that an existing or future creditor of any of the Project Companies may have; and (ii) this paragraph shall be subject to paragraph 32 of this Order.

15. Except as otherwise expressly provided in this Order or the PSA, 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 first Closing of the Transactions, all persons and entities are forever prohibited and enjoined from commencing or continuing in any manner 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 and the Assets of the Project Companies), with respect to any (a) Lien or Claim 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, Encumbrance or Interest; (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 Transactions contemplated by the PSA. The Transactions 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 PSA and the Transactions, and the Buyer is entitled to all of the protections afforded by Bankruptcy Code section 363(m).

Releases

18. Each of the Releasing Parties releases (i) all claims, demands, rights, causes of action that it has or may have against the Project Companies and (ii) all claims, demands, rights, causes of action arising out of or related to the PSA or the Transactions that it has or may have against the Buyer and any affiliates. The releases given by each of the Releasing Parties in this Order and the PSA to the Buyer and the Project Companies are effective immediately upon the first Closing of the Transactions 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, any release authorized herein is subject to the Releasing Party's authority to release such claims under applicable non-bankruptcy law.

Assumption and Assignment of the Seller Permits

19. Pursuant to Bankruptcy Code sections 105(a) and 365, and subject to and conditioned upon the applicable Closing of the Transactions, Sun Edison LLC's assumption and assignment to the Project Companies or the Buyer, at Buyer's direction, of the Seller Permits (in accordance with the terms of the PSA) is hereby approved, and the requirements of Bankruptcy Code sections 365(b)(1) with respect thereto are hereby deemed satisfied.

20. Sun Edison LLC is hereby authorized and directed in accordance with Bankruptcy Code sections 105(a), 363, and 365, to (a) assume and assign to the applicable Project Company or the Buyer, at the Buyer's direction, effective upon the Closing Date of the Transactions, the applicable Seller Permits, and (b) execute and deliver to the Buyer such documents or other instruments as may be necessary to assign and transfer the Seller Permits to the applicable Project Company or Buyer.

21. The zero Cure Amounts is the sole amount necessary to be paid by Sun Edison LLC upon assumption of the Seller Permits under sections 365(b)(1)(A) of the Bankruptcy Code, and the payment of the applicable Cure Amount shall, subject to the terms of the PSA, (a) effect a cure of all defaults existing under the Seller Permits as of and including the Closing Date (if any), and (b) compensate the counterparty to the Seller Permits for any actual pecuniary loss resulting from all defaults existing under the Seller Permits as of and including the Closing Date. To the extent the counterparties to the Seller Permits failed to timely object to the proposed Cure Amount, such Cure Amount shall be deemed to be finally determined and the counterparty shall be prohibited from challenging, objecting to, or denying the validity and

finality of the Cure Amount at any time, and such Cure Amount, when paid, shall completely cure and remedy any breach or default with respect to the Seller Permits.

22. Upon Sun Edison LLC's assumption and assignment of the Seller Permits under the provisions of this Order, no default and no circumstance or event which, with notice or passage of time, or both, would constitute a material breach or default, shall exist under the Seller Permits, and no counterparty to the Seller Permits shall be permitted to declare or enforce a default by and of the Debtors (including Sun Edison LLC) or the Buyer thereunder or otherwise take action against the Buyer as a result of any of the Debtors' financial condition, change in control, bankruptcy, or failure to perform any of its respective obligations under the Seller Permits. Any provision in the Seller Permits that prohibits or conditions the assignment of the Seller Permits or allows the counterparty thereto to terminate, recapture, impose any penalty, condition on renewal or extension, or modify any term or condition upon such assignment, constitutes an unenforceable anti-assignment provision that is void and of no force and effect in connection with the assumption and assignment of the Seller Permits to the Buyer. The failure of any of the Debtors or the Buyer to enforce at any time one or more terms or conditions of the Seller Permits shall not be a waiver of such terms or conditions, or of the Debtors' and the Buyer's rights to enforce every term and condition of the Seller Permits.

Other Provisions

23. The terms and provisions of the PSA 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, 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) any affected third parties including, but not limited to, all persons asserting Liens, Claims, Encumbrances and 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 PSA or this Order, and to the extent of any conflict or derogation between this Order or the PSA and such future plan or order, the terms of this Order and the PSA shall control.

24. The PSA 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 PSA, 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 PSA and this Order in concert.

25. The Buyer shall not be required to seek or obtain relief from the automatic stay under Bankruptcy Code section 362 to implement the PSA and consummate the Transactions contemplated therein and enforce any of its remedies under the PSA or any other sale-related document, or to effectuate the releases granted by the Releasing Parties, certain of which are Debtor entities. 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.

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

27. 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.

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

29. Notwithstanding anything to the contrary contained herein, any authorization contained herein and any proceeds obtained by the Seller pursuant to the Transactions 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") and the other DIP Loan Documents.

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

31. The failure to specifically include any particular provisions of the PSA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the PSA 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 PSA (including all ancillary documents executed in connection therewith) and this Order.

32. Notwithstanding any other provision of this Order or the PSA, nothing in this Order or the PSA 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 Transactions after the date of entry of this Order. Nothing contained in this Order or in the PSA shall in any way diminish the obligation of any entity, including the Debtors, to comply with environmental laws. Nothing in this Order or the PSA 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.

33. This Court shall retain exclusive jurisdiction to, among other things, interpret, enforce, and implement the terms and provisions of this Order and the PSA, including all amendments thereto, any waivers and consents thereunder, and of each of the agreements

executed in connection therewith in all respects, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Transactions. This Court retains jurisdiction to compel delivery of the Equity Interests and the Seller Permits, to protect the Buyer and its assets, including the Equity Interests, against any Claims, Liens, Encumbrances, Interests, and 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 and the Seller Permits to Buyer or the Project Companies, as Buyer directs.

Dated: New York, New York

_____, 2017

_____

HONORABLE STUART M. BERNSTEIN

Exhibit G

Form of Estoppel Certificate

[Date]

[Project Company], LLC
_____
_____
Attn: _____

[Fresh Air Energy II, LLC]
_____
_____
Attn: _____

RE: [GROUND LEASE AGREEMENT] (THE "LEASE") DATED [DATE] BY AND BETWEEN [NAME] AS LANDLORD AND [PROJECT COMPANY] (THE "TENANT") AS TENANT REGARDING THE PREMISES LOCATED AT [ADDRESS] (THE "PREMISES")

Ladies and Gentlemen:

Pursuant to a Membership Interest Purchase and Sale Agreement ("Purchase Agreement") dated as of _____, 2017 by and between SunE MN Development, LLC ("Seller") and Fresh Air Energy II, LLC ("Buyer"), the Buyer will be purchasing the equity membership interests of the Project Company, which Project Company owns certain assets in connection with the development of photovoltaic solar facilities located in Minnesota, including the Lease. As a condition of the Purchase Agreement, Buyer requires Landlord certify certain matters with respect to the Lease. The undersigned, [Name], having an address of [address], as landlord under the Lease, hereby certifies as follows, as of the date hereof:

1. The term of the Lease commenced on [DATE], and will expire on [DATE].

2. Tenant has paid in full all amounts due under payment term under the Lease as of the date of this Estoppel. No additional rent or charge is currently due under the terms of the Estoppel. There are no amounts that have been billed to Tenant by Landlord that are overdue.

3. The Lease is in full force and effect and has not been assigned (by Landlord or Tenant), modified, supplemented or amended in any way whatsoever, except, if at all, as described on Exhibit A attached hereto. Tenant has a valid leasehold estate in and, provided Tenant performs its obligations under the Lease, the right to quiet enjoyment of the Premises for the full term of the Lease. Except as set forth on Exhibit A, Tenant is the sole legal tenant of the Premises and is the only party in possession of the Premises. To the best knowledge of Landlord, except as set forth on Exhibit A, Tenant has not assigned, pledged, otherwise transferred or sublet any part of the Premises. There are no agreements, whether oral or written, between Tenant and Landlord

concerning the Premises, other than the Lease. A true, correct and complete copy of all fully executed documents constituting the Lease, including amendments thereto, renewal letters, and any other agreements in respect thereof is attached hereto as Exhibit B.

4. Landlord has not delivered or received any notices of default under the Lease; to the best knowledge of Landlord, there is no default by Tenant or Landlord under the Lease, nor has any event or omission occurred which, with the giving of notice or the passage of time, or both, would constitute a default thereunder. To the best knowledge of Landlord, Tenant has no defense, set-offs, basis for withholding rent, claims or counterclaims against Landlord for any failure of performance of any of the terms of the Lease.

5. Landlord is the record and beneficial owner of the Premises. Any improvements required by the terms of the Lease to be made by Tenant have been completed to the satisfaction of Landlord.

6. The current use of the Premises by Tenant, if any, is permitted under the Lease.

7. Landlord has not received notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Landlord's interest in the Premises. Landlord has not received notice that it is in violation of any governmental law or regulation applicable to its interest in the Premises and its operation thereon, including, without limitation, any environmental laws.

8. Landlord, and the person or persons executing this certificate on behalf of Landlord, have the power and authority to execute this certificate.

9. Buyer and its respective successors and assigns, may rely upon the truth and accuracy of the certifications contained herein, and said certifications shall be binding upon Landlord and its successors and assigns, and shall inure to the benefit of Buyer and its respective successors and assigns.

LANDLORD:

[NAME]

By:_____
Name:_____
Title:_____

EXHIBIT A

AMENDMENTS, SUPPLEMENTS AND SUBLEASES

EXHIBIT B

THE LEASE

[See attachment]

Exhibit H

Form of Title Endorsement

ENDORSEMENT RE: SEC. 15, MINNESOTA CONSTITUTION

ATTACHED TO LOAN POLICY NO. PRO FORMA
ISSUED BY
CHICAGO TITLE INSURANCE COMPANY

The Company insures against loss or damage which the Insured shall sustain by reason of the Lease described in Schedule A being found invalid, unenforceable, or void under Article I, Section 15 of the Minnesota Constitution.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of the Title by reason of the risk insured against in this endorsement, but only to the extent provided in Sections 5 and 7 of the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy (including, but not limited to Section 1(a) of the Exclusions from Coverage) or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Exhibit I

Form of Buyer Parent Guaranty

BUYER PARENT GUARANTY

THIS GUARANTY AGREEMENT (this "Guaranty"), dated as of [_____], 2017 (the "Effective Date"), is issued and delivered by **Ecoplexus, Inc.,** a Delaware corporation (the "Guarantor"), for the account of **Fresh Air Energy II, LLC**, a Delaware limited liability company (the "Obligor"), and for the benefit of **SunE MN Development, LLC**, a Delaware limited liability company ("the "Beneficiary").

Background Statement

WHEREAS, concurrently with the execution and delivery of this Guaranty, the Beneficiary and the Obligor have entered into that certain Membership Interest Purchase and Sale Agreement, dated as of the Effective Date (as amended, modified and supplemented from time to time, the "Agreement");

WHEREAS, as an inducement for it to enter into the Agreement, the Beneficiary has required that the Guarantor deliver this Guaranty; and

WHEREAS, any capitalized terms used herein but not defined herein have the respective meanings assigned thereto in the Agreement.

Agreement

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the Guarantor hereby agrees as follows:

1. Guaranty; Limitation of Liability. Subject to any rights, setoffs, counterclaims and any other defenses that the Guarantor expressly reserves to itself under this Guaranty, the Guarantor absolutely and unconditionally guarantees the full and timely payment by the Obligor of each of the Obligor's payment obligations under the Agreement, including Obligor's indemnity payment obligations, if any (the "Guaranteed Obligations").

Subject to the other terms of this Guaranty, the liability of the Guarantor under this Guaranty is limited to payments expressly required to be made under the Agreement, and, except as specifically provided therein, the Guarantor shall not be liable for or required to pay any consequential loss (including but not limited to loss of profits), exemplary damages, punitive damages or special damages. Notwithstanding the foregoing or any other provisions of this Guaranty to the contrary, Guarantor agrees to pay all costs, expenses and fees, including all reasonable attorneys' fees, which may be incurred by the Beneficiary in enforcing this Guaranty, whether by suit or otherwise, but only to the extent payment or performance under this Guaranty is otherwise due and the Beneficiary is adjudicated in a final, non-appealable action as the prevailing party in its claim against the Guarantor.

2. Effect of Amendments. The Guarantor agrees that the Beneficiary and the Obligor may modify, amend, waive and supplement the Agreement and that the Beneficiary may delay or extend the date on which any payment must be made pursuant to the Agreement or delay or extend the date on which any act must be performed by the Obligor thereunder, all without notice to or further assent by the Guarantor, who shall remain bound by this Guaranty, notwithstanding any such act by the Beneficiary.

3. Waiver of Rights. With respect to all Guaranteed Obligations, this is a guarantee of payment and not of collection, and the Guarantor hereby waives and relinquishes all rights and remedies accorded by applicable law to sureties or guarantors and agrees not to assert or take advantage of any such rights or remedies, including without limitation:

a. any right to require the Beneficiary to proceed against the Obligor or any other person or to proceed against or exhaust any security held by the Beneficiary at any time or to pursue any other remedy in the Beneficiary's power before proceeding against the Guarantor;

b. any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other person or the failure of the Beneficiary to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person;

c. any demand, presentment, protest and notice of any kind except as otherwise required under this Guaranty;

d. any defense based upon an election of remedies by the Beneficiary which destroys or otherwise impairs the subrogation rights of the Guarantor, the right of the Guarantor to proceed against the Obligor for reimbursement, or both;

e. any defense arising because of the exercise of any right or remedy available to, or election made by, Beneficiary pursuant to the U.S. Bankruptcy Code, whether as an unsecured or undersecured creditor, seeking adequate protection, or otherwise;

f. any defense based on any right of setoff or recoupment or counterclaim against it in respect of the Guaranteed Obligations; or

g. any defense that may arise from any action to which the Guarantor has agreed under Section 2 of this Guaranty.

4. Reservation of Defenses. Without limiting the Guarantor's own defenses and rights hereunder, the Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses that the Obligor may have to payment of all or any portion of the Guaranteed Obligations except (a) defenses arising from the bankruptcy, insolvency, dissolution or liquidation of the Obligor, (b) defenses relating to the power and authority of the Obligor, or the enforceability of the Agreement against the Obligor, and (c) other defenses expressly waived in this Guaranty.

5. Settlements Conditional. If any monies paid by the Guarantor to the Beneficiary under this Guaranty have to be repaid by the Beneficiary by virtue of any provision or enactment relating to bankruptcy, insolvency or liquidation for the time being in force, the liability of the Guarantor under this Guaranty shall be computed as if such monies had never been paid to the Beneficiary, and without regard to the expiration date of this Guaranty provided in Section 8.

6. Notice. The Beneficiary will provide written notice to the Guarantor if the Obligor defaults under the Agreement, provided that any failure to give such notice shall not affect the rights of the Beneficiary under this Guaranty.

7. Primary Liability of the Guarantor. The obligations of the Guarantor under this Guaranty shall be irrevocable, absolute and unconditional, except to the extent that the Obligor's payment would be excused by the Beneficiary's material breach of its obligations under the Agreement, and shall remain in full force and effect until such time as set forth in Section 8 hereof. The obligations of the

Guarantor shall not be affected, modified or impaired or prejudiced (a) by any other security now or hereafter held by the Beneficiary as security for the obligations of the Obligor under the Agreement; or (b) upon the happening from time to time of any one or more of the following, whether or not with notice to or consent of the Obligor (except to the extent that the Obligor's consent may be required to effectuate a modification of the Agreement) or the Guarantor:

a. the taking of any action by the Beneficiary to enforce any Guaranteed Obligation or the Agreement against the Obligor;

b. the compromise, settlement, release, change, modification, or termination of any of the Guaranteed Obligations;

c. the waiver by the Beneficiary of the payment, performance or observance of any of the Guaranteed Obligations;

d. the extension of time for payment of any amounts due or of the time for performance of any of the Guaranteed Obligations;

e. the modification or amendment (whether material or otherwise) of any of the Guaranteed Obligations;

f. the failure, omission, delay or lack on the part of the Beneficiary to enforce, ascertain or exercise any right, power or remedy under or pursuant to the terms of the Agreement or this Guaranty;

g. the fact that the Guarantor may at any time in the future dispose of all or any part of its interest in the Obligor, or otherwise alter its investment in the Obligor in any manner;

h. the bankruptcy, insolvency, winding up, dissolution, liquidation, administration, reorganization or other similar or dissimilar failure or financial disability of the Obligor, or any legal limitation, disability, incapacity or other circumstances relating to the Obligor;

i. the addition or substitution of any guarantor, maker or other third party primarily or secondarily liable or responsible for the performance or observance of any of the Guaranteed Obligations or by any extension, waiver, amendment or thing whatsoever which may release or discharge (in whole or in part) any such guarantor, maker or other third party (other than as a result of the indefeasible payment and performance of the Guaranteed Obligations in full); or

j. the invalidity, nonbinding effect or unenforceability of (i) the Guaranteed Obligations or (ii) the Agreement in its entirety.

8. Term of Guaranty. This Guaranty shall remain in full force and effect until the earlier of (a) such time as all of the Guaranteed Obligations have been discharged or (b) December 31, 2018 (the "Expiration Date"); provided, however, that the Guarantor will remain liable hereunder for Guaranteed Obligations that were outstanding prior to the Expiration Date.

9. Governing Law. This Guaranty shall be governed by and construed in accordance with the internal laws of the State of New York, including Section 5-1401 of the General Obligations Law of the State of New York, but otherwise without giving effect to principles of conflicts of law.

10. Waiver of Jury Trial. The Guarantor and the Beneficiary, through acceptance of this Guaranty, waive all rights to trial by jury in any action, proceeding or counterclaim arising or relating to this Guaranty.

11. Entire Agreement; Amendments. This Guaranty integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations and prior writings in respect to the subject matter hereof. This Guaranty may only be amended or modified by an instrument in writing signed by each of the Guarantor and the Beneficiary.

12. Headings. The headings of the various Sections of this Guaranty are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

13. No Third-Party Beneficiary. This Guaranty is given by the Guarantor solely for the benefit of the Beneficiary, and is not to be relied upon by any other person or entity.

14. Assignment. Neither the Guarantor nor the Beneficiary may assign its rights or obligations under this Guaranty without the prior written consent of the other, which consent may not be unreasonably withheld or delayed, except that:

a. the Guarantor may make such an assignment without such consent (i) in conjunction with the assignment by the Obligor of all of its rights and obligations under the Agreement; provided, however, that the assignee's long-term senior unsecured debt has a rating of at least BBB- by Standard and Poor's ("S&P") or at least Baa3 by Moody's Investor Services, Inc. ("Moody's"), or if the assignee does not have a long-term senior unsecured debt rating, then the rating assigned to such entity as its Corporate Credit Rating by S&P shall be at least BBB- or Issuer Rating by Moody's shall be at least Baa3 (this proviso, the "Credit Rating Requirement"); (ii) if the Obligor ceases to be a person or entity controlled by, controlling or under common control with the Guarantor, provided that the assignee satisfies the Credit Rating Requirement; or (iii) to an affiliate that satisfies the Credit Rating Requirement; provided, further, however, that (x) in each case with respect to the preceding clauses (i), (ii) and (iii), the Guarantor's obligations hereunder shall be expressly assumed in writing by the proposed assignee, in a form reasonably acceptable to the Beneficiary; and (y) such assumption shall be deemed to release the Guarantor from all of its obligations under this Guaranty automatically and without further action by the Guarantor or the Beneficiary; and

b. the Beneficiary may, upon 30 days prior written notice, make such an assignment without such consent if such assignment is effected in conjunction with any assignment of the Agreement by the Beneficiary permitted under the Agreement.

Any purported assignment in violation of this Section 14 shall be void and without effect.

15. Notices. Any communication, demand or notice to be given hereunder will be duly given when delivered in writing or sent by facsimile to the Guarantor or to the Beneficiary, as applicable, at its address as indicated below:

If to the Guarantor:

Ecoplexus, Inc.
101 2nd Street, Ste. 1250
San Francisco, CA 94105
Attn.: John Gorman, CEO
johng@ecoplexus.com
and, Erik Stuebe, President
eriks@ecoplexus.com

If to the Beneficiary:

SunE MN Development, LLC
13736 Riverport Drive, Suite 1000
Maryland Heights, MO 63043
Attn: Legal Department

With a copy to:
Skadden, Arps, Slate, Meagher & Flom LLP
155 N. Wacker Drive
Suite 2700
Chicago, IL 60606
Email: james.mazza@skadden.com; Louis.Chiappetta@skadden.com

or such other address as the Guarantor or the Beneficiary shall from time to time specify. Notice shall be deemed given (a) when received, as evidenced by signed receipt, if sent by hand delivery, overnight courier or registered mail or (b) when received, as evidenced by transmission confirmation report, if sent by facsimile and received on or before 4 pm local time of the recipient, or (c) the next business day, as evidenced by transmission confirmation report, if sent by facsimile and received after 4 pm local time of the recipient.

16. Guarantor's Representations. The Guarantor represents that:

a. Guarantor (i) is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and (ii) is duly qualified, authorized to do business and in good standing in all material respects in each jurisdiction where the character of its properties or the nature of its activities makes such qualification necessary;

b. the execution and delivery of this Guaranty and its performance have been duly authorized by all necessary corporate action on the part of the Guarantor; and

c. this Guaranty has been duly executed and delivered by the Guarantor and is the legal, valid and binding obligation of the Guarantor, enforceable against it in accordance with its terms, subject to the application of bankruptcy and similar laws and of general equitable principles.

[signature page follows]

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty as of the Effective Date.

Ecoplexus, Inc.

By: _____
Name: _____
Title: _____

Schedule 1.1

Project Companies, Projects, Interconnection Costs, Base Price

Project Company	Project	Project Size (W/DC)	Estimated Inter-connection Cost	Detailed Design Inter-connection Costs	CSG Deposit (currently held by Xcel Energy)	Base Price ($/W)	Base Price ($)
SunE Feely 1, LLC	Feely	7,474,000	N/A	$378,600*	$500,000	$0.32	$2,391,680
SunE Lundell 1, LLC	Lundell	5,988,000	$521,100	TBD	$400,000	$0.26	$1,556,880
SunE Moore 1, LLC	Moore	7,484,000	N/A	$647,300*	$500,000	$0.49	$3,667,160
Randolph CSG 1, LLC	Randolph	7,484,000	$480,200	TBD	$500,000	0.47	$3,517,480
SunE Stolee 1, LLC	Stolee	4,491,000	N/A	$814,500*	$300,000	$0.32	$1,437,120
SunE Winter 1, LLC	Winter	7,484,000	$810,900	TBD	$500,000	$0.36	$2,694,240
Wyoming 2 CSG 1, LLC	Wyoming 2	7,484,000	$725,850	TBD	$500,000	$0.49	$3,667,160
	Portfolio	**47,889,000**			**$3,200,000**	**$0.40**	**$18,931,720**

Priority Queued Projects
Wyoming 2
Feely
Lundell
Stolee

Non-Priority Queued Projects
Moore
Randolph
Winter

*Not subject to Interconnection Cost Adjustment

Schedule 1.2

Buyer and Seller Representatives

PARTY	REPRESENTATIVES
Buyer	Erik Stuebe John Gorman
Seller	Rafael Dobrzynski Pete Giese Todd Larsen

Schedule 1.3

Project Site Addresses

Project Name	Project Site Address
Feely	2180 200th St W., Farmington, MN 55024
Lundell	29100 Harry Ave, Cannon Falls, MN 55009
Moore	16191 Clayton Ave, Rosemount, MN 55068
Randolph	29452 Finch Court, Randolph, MN 55009
Stolee	20050 Lamb Ave, Kenyon, MN 55946
Winter	5975 320TH ST W, Northfield, MN 55057
Wyoming 2	8117 Pioneer Road, Wyoming, MN 55092

Schedule 2.2

Project Companies, Projects, Interconnection Costs, Base Price

Project Company	**Project**	**Project Size (W/DC)**	**Base Price ($)**
SunE Feely 1, LLC	Feely	7,474,000	$2,391,680
SunE Lundell 1, LLC	Lundell	5,988,000	$1,556,880
SunE Moore 1, LLC	Moore	7,484,000	$3,667,160
Randolph CSG 1, LLC	Randolph	7,484,000	$3,517,480
SunE Stolee 1, LLC	Stolee	4,491,000	$1,437,120
SunE Winter 1, LLC	Winter	7,484,000	$2,694,240
Wyoming 2 CSG 1, LLC	Wyoming 2	7,484,000	$3,667,160
	Portfolio	**47,899,000**	**$18,931,720**

Schedule 2.2 – A

Base Price Adjustment

Amount of Reduction in System Size (kWdc)	**Base Price Adjustment Factor ($/W)**
0 to 250	($0.02)
251 to 500	($0.04)
501 to 750	($0.06)
751 to 1000	($0.08)
1001 to 1250	($0.12)
1251 to 1500	($0.15)
1501 to 2000	($0.24)
2001 to 2500	($0.37)
2501 to 3000	($0.59)

Schedule 2.3

Closing Deadlines

Project Name	Deemed Complete	Expedited Ready	Closing Deadline	Mechanical Completion Deadline
Feely	5/8/2015	N/A	5/1/2017	8/5/2017
Lundell	4/10/2015	1/5/2016	6/1/2017	1/4/2018
Moore	7/1/2015	1/5/2016	5/1/2017	1/4/2018
Randolph	11/24/2015	1/5/2016	5/1/2017	1/4/2018
Stolee	5/8/2015	N/A	5/1/2017	8/5/2017
Winter	5/1/2015	1/5/2016	5/1/2017	1/4/2018
Wyoming 2	11/25/2015	1/5/2016	5/1/2017	1/4/2018

Schedule 3.3.14

Reports

Project #	Project Name	Geotechnical Report	Wetland Delineation
MN-13-0032	Feely	Accepted	Accepted
MN-14-0028	Lundell		
MN-14-0030	Moore	Accepted	Accepted
MN-15-0312	Randolph	Accepted	Accepted
MN-14-0092	Stolee	Accepted	
MN-15-0021	Winter	Accepted	Accepted
MN-15-0306	Wyoming 2	Accepted	Accepted

Schedule 3.3.15

Subscription Agreements

Part A. **List of Approved Subscription Agreements**

Subscriber	**Agreement**
Andersen Corporation	Minnesota Community Solar Garden Subscription Agreement dated **November 4, 2015**, by and between SunE MN Development, LLC (as assignee of SUNE Minnesota Holdings, LLC) and Andersen Corporation: • **November 4, 2015** Special Conditions
Becketwood Cooperative	Minnesota Community Solar Garden Subscription Agreement, dated **June 22, 2015**, between SunE MN Development, LLC (as assignee of SUNE Minnesota Holdings, LLC) and Becketwood Cooperative, a Minnesota Cooperative; a. First Amendment to Community Solar Garden Subscription Agreements, dated **August 25, 2015**, between SunE Minnesota Development, LLC (as assignee of SUNE Minnesota Holdings, LLC) and Becketwood Cooperative, a Minnesota Cooperative. b. Minnesota Community Solar Garden Subscription Agreement, Special Conditions, dated **June 22, 2015**, between SunE Minnesota Holdings, LLC and Becketwood Cooperative
City of Hopkins	Minnesota Community Solar Garden Subscription Agreement dated **October 28, 2015**, by and between SunE MN Development, LLC (as assignee of SunE Minnesota Holdings, LLC) and City of Hopkins: a. First Amendment to Community Solar Garden Subscription Agreement, dated **October 24, 2016**, between SunE MN Subscription Holdings, LLC (as the assignee of SunE MN Development, LLC and SUNE Minnesota Holdings, LLC) and City of Hopkins; b. Minnesota Community Solar Garden Subscription Agreement, Special Conditions, dated **October 24, 2016**, between SunE MN Subscription Holdings, LLC and City of Hopkins.

District Cooling of St. Paul, Inc.	Minnesota Community Solar Garden Subscription Agreement dated **April 16, 2015**, • **April 16, 2015** Special Conditions to Subscription Agreement • **September 29, 2015** First Amendment to Community Solar Garden Subscription Agreements between SunE Minnesota Holdings, LLC and District Cooling.
Ecolab Inc.	**December 19, 2014** Subscription Agreement between SunE Minnesota Holdings and EcoLab (General Terms and Conditions) • **December 19, 2014** Special Conditions for three different facilities – (360 Wabasha Ave; 370 Wabasha Ave; 655 Lone Oak (Eagan)) • **December 15, 2015** First Amendment to Subscription Agreement
Eden Prairie Schools	Minnesota Community Solar Garden Subscription Agreement (1-2), dated **June 24, 2015**, between SunE MN Development, LLC (as assignee of SUNE Minnesota Holdings, LLC) and Eden Prairie Schools: a. First Amendment to Community Solar Garden Subscription Agreements, dated **August 24, 2015**, between SunE Minnesota Development, LLC (as assignee of SUNE Minnesota Holdings, LLC) and Eden Prairie Schools; b. Second Amendment to Community Solar Garden Subscription Agreements, dated **September 28, 2016**, between SunE MN Subscription Holdings, LLC (as the assignee of SunE MN Development, LLC and SUNE Minnesota Holdings, LLC) and Eden Prairie Schools.
HealthPartners, Inc.	Minnesota Community Solar Garden Subscription Agreement dated June 24, 2015, as amended on **January 25, 2016**, by and between SunE MN Development, LLC (as assignee of SunE Minnesota Holdings, LLC) and HealthPartners, Inc; a. **June 24, 2015** Special Conditions (as to seven different counties) b. **January 25, 2016** First Amendment to SA – referencing 150 SAs, and amending and modifying SAs 1-5, 74-78, and 118-152 c. First Amendment to Community Solar Garden Subscription Agreements, dated **October 20, 2016**, between SunE MN Subscription Holdings, LLC (as the assignee of SunE MN Development,

	LLC and SUNE Minnesota Holdings, LLC) and HealthPartners, Inc.; d. Second Amendment to Community Solar Garden Subscription Agreements, dated **October 20, 2016**, between SunE MN Subscription Holdings, LLC (as the assignee of SunE MN Development, LLC and SUNE Minnesota Holdings, LLC) and HealthPartners, Inc.
Independent School District No. 271 of Hennepin County (Bloomington)	Minnesota Community Solar Garden Subscription Agreement, dated **May 5, 2015,** between SunE MN Development, LLC (as assignee of SUNE Minnesota Holdings, LLC) and Independent School District No. 271 of Hennepin County; a. **May 5, 2015** Special Conditions to Subscription Agreement b. First Amendment to Community Solar Garden Subscription Agreements, dated **September 28, 2015**, between SunE Minnesota Development, LLC (as assignee of SUNE Minnesota Holdings, LLC) and Independent School District No. 271 of Hennepin County.
Macalester College	Minnesota Community Solar Garden Subscription Agreement dated March 30, 2015, as amended on September 9, 2015, by and between SunE MN Development, LLC (as assignee of SunE Minnesota Holdings, LLC) and Macalester College: • **April 2, 2015** Special Conditions • **September 5, 2015** First Amendment to Subscription Agreement
Medtronic, Inc.	Minnesota Community Solar Garden Subscription Agreement dated **December 30, 2014**, as amended on October 5, 2015, ("First Amendment") by and between SunE MN Development, LLC (as assignee of SunE Minnesota Holdings, LLC) and Medtronic, Inc.; • **December 12, 2104** Special Conditions • **October 5, 2015** First Amendment to Subscription Agreement • Second Amendment to Community Solar Garden Subscription Agreements, dated **October 11, 2016**, between SunE MN Subscription Holdings, LLC (as the assignee of SunE MN Development, LLC and SUNE Minnesota Holdings, LLC) and Medtronic, Inc.

Spring Lake Park Schools	Minnesota Community Solar Garden Subscription Agreement, dated **October 16, 2015**, between SunE MN Development, LLC (as assignee of SUNE Minnesota Holdings, LLC) and Spring Lake Park Schools. • **October 16, 2015** Special Conditions
Unimin Corporation	Minnesota Community Solar Garden Subscription Agreement dated June 24, 2015, by and between SunE MN Development, LLC (as assignee of SunE Minnesota Holdings, LLC) and Unimin Corporation: • **June 24, 2015** Special Conditions (LeSuer County)
YMCA of the Greater Twin Cities	Minnesota Community Solar Garden Subscription Agreement, dated **November 19, 2015**, between SunE MN Development, LLC (as assignee of SUNE Minnesota Holdings, LLC) and YMCA of the Greater Twin Cities. • **November 19, 2015** Special Conditions

Part B. <u>List of Subscription Agreements to be Amended</u>

Subscriber	**Agreement and Amendment**
Andersen Corporation	Minnesota Community Solar Garden Subscription Agreement dated November 4, 2015, by and between SunE MN Development, LLC (as assignee of SUNE Minnesota Holdings, LLC) and Andersen Corporation: a. Amend Section 13.3(a) to require Operator's consent to any assignment of this Agreement to an entity doesn't meet the requirements of Section 2.2(e)(regarding financial health and information). b. Amend Schedule 1 to each applicable Special Conditions to provide that Subscriber's Allocated Percentage shall be "Up to 40%." c. Amend Section 9 to add the following language after the first sentence: "Subscriber shall be solely liable for all taxes, fees, charges, franchise fees or similar types of assessments imposed by a governmental entity, if any, attributable to the sale of Bill Credits allocated to the Subscriber. Further," d. Amend Section 13.4 to remove the words "so long as it does not reduce Subscriber's Bill

	Credits," to the extent that Section 13.4 is included in the Subscription Agreement.
Becketwood Cooperative	Minnesota Community Solar Garden Subscription Agreement, dated **June 22, 2015**, between SunE MN Development, LLC (as assignee of SUNE Minnesota Holdings, LLC) and Becketwood Cooperative, a Minnesota Cooperative: a. Amend Section 13.3(a) to require Operator's consent to any assignment of this Agreement to an entity doesn't meet the requirements of Section 2.2(e)(regarding financial health and information). b. Amend Schedule 1 to each applicable Special Conditions to provide that Subscriber's Allocated Percentage shall be "Up to 40%." c. Amend Section 9 to add the following language after the first sentence: "Subscriber shall be solely liable for all taxes, fees, charges, franchise fees or similar types of assessments imposed by a governmental entity, if any, attributable to the sale of Bill Credits allocated to the Subscriber. Further," d. Amend Section 13.4 to remove the words "so long as it does not reduce Subscriber's Bill Credits," to the extent that Section 13.4 is included in the Subscription Agreement.
City of Hopkins	Minnesota Community Solar Garden Subscription Agreement dated **October 28, 2015**, by and between SunE MN Development, LLC (as assignee of SunE Minnesota Holdings, LLC) and City of Hopkins: a. Obtain written waiver of or amend Subscriber termination date in Section 2.3 to April 30, 2017; b. Obtain written waiver of or amend Subscriber termination date for Sections 2.2(a), (b), (d) and (f) to October 31, 2017.
District Cooling of St. Paul, Inc.	Minnesota Community Solar Garden Subscription Agreement dated **April 16, 2015**, as amended on **September 29, 2015**, by and between SunE MN Development, LLC (as assignee of SunE Minnesota Holdings, LLC) and District Cooling St. Paul, Inc.: a. Amend Section 11.2 (a) of the Agreement to include as a default the situation if Subscriber

	has moved out of or relocated from the county in which the Solar System is located or a contiguous county or out of or relocated from the NSP service territory, and has not, within 90 days after such move or relocation, assigned the Agreement in accordance with the provisions of Section 13.3. b. Amend Schedule 1 to each applicable Special Conditions to provide that Subscriber's Allocated Percentage shall be "Up to 40%." c. Amend Section 9 to add the following language after the first sentence: "Subscriber shall be solely liable for all taxes, fees, charges, franchise fees or similar types of assessments imposed by a governmental entity, if any, attributable to the sale of Bill Credits allocated to the Subscriber. Further," d. Amend Section 13.4 to remove the words "so long as it does not reduce Subscriber's Bill Credits," to the extent that Section 13.4 is included in the Subscription Agreement
Ecolab Inc.	Minnesota Community Solar Garden Subscription Agreement dated December 19, 2014, as amended on December 15, 2015, by and between SunE MN Development, LLC (as assignee of SunE Minnesota Holdings, LLC) and Ecolab Inc.: a. Amend Section 2.1 to either make the events (move out of appropriate county or the NSP service territory) in Section 2.1(i) a Subscriber Default in 11.2(a) or require Subscriber to pay a Termination Fee should either of the events in Section 2.1(i) occur. b. Obtain a written waiver of or amend Section 2.4(b) to change June 30, 2016 date upon which all necessary discretionary permits must be received to April 30, 2017. c. Obtain a written waiver of or amend Section 2.4(b) to change September 1, 2016 date upon which PPA or Interconnection Agreement must be received to October 31, 2017. d. Obtain a written waiver of or amend Section 2.4(b) to change December 31, 2016 date upon

	which Commercial Operation Date must be achieved to March 31, 2018.
Eden Prairie Schools	No amendments required.
Health Partners	Minnesota Community Solar Garden Subscription Agreement dated June 24, 2015, as amended on **January 25, 2016**, by and between SunE MN Development, LLC (as assignee of SunE Minnesota Holdings, LLC) and HealthPartners, Inc.: a. Amend Section 2.1 to either make the events (move out of appropriate county or the NSP service territory) in Section 2.1(i) a Subscriber Default in 11.2(a) or require Subscriber to pay a Termination Fee should either of the events in Section 2.1(i) occur. b. Obtain a written waiver of or amend Section 11.1(v) to change **June 30, 2016** date upon which Operator must begin Installation Work to June 30, 2017.
Independent School District No. 271	Minnesota Community Solar Garden Subscription Agreement, dated **May 5, 2015,** between SunE MN Development, LLC (as assignee of SUNE Minnesota Holdings, LLC) and Independent School District No. 271 of Hennepin County: a. Amend Schedule 1 to each applicable Special Conditions to provide that Subscriber's Allocated Percentage shall be "Up to 40%."; b. Amend Section 9 to add the following language after the first sentence: "Subscriber shall be solely liable for all taxes, fees, charges, franchise fees or similar types of assessments imposed by a governmental entity, if any, attributable to the sale of Bill Credits allocated to the Subscriber. Further,"; c. Amend Section 13.4 to remove the words "so long as it does not reduce Subscriber's Bill Credits," to the extent that Section 13.4 is included in the Subscription Agreement.
Macalester College	Minnesota Community Solar Garden Subscription Agreement dated **March 30, 2015**, as amended on **September 9, 2015**, by and between SunE MN Development, LLC (as assignee of SunE Minnesota Holdings, LLC) and Macalester College:

	a. Amend Section 2.1 to either make the events (move out of appropriate county or the NSP service territory) in Section 2.1(i) a Subscriber Default in 11.2(a) or require Subscriber to pay a Termination Fee should either of the events in Section 2.1(i) occur; b. Amend Schedule 1 to each applicable Special Conditions to provide that Subscriber's Allocated Percentage shall be "Up to 40%."; c. Amend Section 9 to add the following language after the first sentence: "Subscriber shall be solely liable for all taxes, fees, charges, franchise fees or similar types of assessments imposed by a governmental entity, if any, attributable to the sale of Bill Credits allocated to the Subscriber. Further,"; d. Amend Section 13.4 to remove the words "so long as it does not reduce Subscriber's Bill Credits," to the extent that Section 13.4 is included in the Subscription Agreement;
Medtronic, Inc.	No amendments required.
Spring Lake Park Schools	Minnesota Community Solar Garden Subscription Agreement, dated **October 16, 2015**, between SunE MN Development, LLC (as assignee of SUNE Minnesota Holdings, LLC) and Spring Lake Park Schools: a. Amend Schedule 1 to each applicable Special Conditions to provide that Subscriber's Allocated Percentage shall be "Up to 40%." b. Amend Section 9 to add the following language after the first sentence: "Subscriber shall be solely liable for all taxes, fees, charges, franchise fees or similar types of assessments imposed by a governmental entity, if any, attributable to the sale of Bill Credits allocated to the Subscriber. Further," c. Amend Section 13.4 to remove the words "so long as it does not reduce Subscriber's Bill Credits," to the extent that Section 13.4 is included in the Subscription Agreement.
Unimin Corporation	Minnesota Community Solar Garden Subscription Agreement dated **June 24, 2015**, by and between SunE MN

	Development, LLC (as assignee of SunE Minnesota Holdings, LLC) and Unimin Corporation: a. Obtain a written waiver of or amend Section 11.1(v) to change June 30, 2016 date upon which Operator must begin Installation Work to May 31, 2017. b. Amend Section 2.1 to either make the events (move out of appropriate county or the NSP service territory) in Section 2.1(i) a Subscriber Default in 11.2(a) or require Subscriber to pay a Termination Fee should either of the events in Section 2.1(i) occur. c. Amend Schedule 1 to each applicable Special Conditions to provide that Subscriber's Allocated Percentage shall be "Up to 40%." d. Amend Section 9 to add the following language after the first sentence: "Subscriber shall be solely liable for all taxes, fees, charges, franchise fees or similar types of assessments imposed by a governmental entity, if any, attributable to the sale of Bill Credits allocated to the Subscriber. Further," e. Amend Section 13.4 to remove the words "so long as it does not reduce Subscriber's Bill Credits," to the extent that Section 13.4 is included in the Subscription Agreement. f. Amend Section 13.3(a) to require Operator's consent to any assignment of this Agreement to an entity that doesn't have an unsecured long-term debt ratings of BBB or greater (and not on negative credit watch) by S&P and Baa2 or greater (and not on negative credit watch) by Moody's.
YMCA of the Greater Twin Cities	Minnesota Community Solar Garden Subscription Agreement, dated **November 19, 2015**, between SunE MN Development, LLC (as assignee of SUNE Minnesota Holdings, LLC) and YMCA of the Greater Twin Cities. **November 19, 2015** Special Conditions

	a. Amend Schedule 1 to each applicable Special Conditions to provide that Subscriber's Allocated Percentage shall be "Up to 40%."; b. Amend Section 9 to add the following language after the first sentence: "Subscriber shall be solely liable for all taxes, fees, charges, franchise fees or similar types of assessments imposed by a governmental entity, if any, attributable to the sale of Bill Credits allocated to the Subscriber. Further,"; c. Amend Section 13.4 to remove the words "so long as it does not reduce Subscriber's Bill Credits," to the extent that Section 13.4 is included in the Subscription Agreement.

Part C. Minimum Criteria of any New or Replacement Subscription Agreements

Any new or replacement subscriber must meet the following:

1.	Credit Criteria -- have an unsecured long-term debt rating of BBB or greater (and not on negative credit watch) by S&P and Baa2 or greater (and not on negative credit watch) by Moody's
2.	Price – have a minimum year 1 fixed rate of **$0.115/KWh**; and
3.	Minimum Term – no less than 25 years.

Part D. Subscription Agreement Allocation

Project Company	County	Subscriber / Allocated % / No. of Subscription Agreements
SunE Feely 1, LLC	Dakota	Andersen Windows - 2.531% - (5 SA) Becketwood Cooperative - 2.341% - (5 SA) Bloomington School District - 16.727% - (5 SA) City of Hopkins - 6.099% - (5 SA) District Cooling - 5.902% - (5 SA) Ecolab Inc. - 24.429% - (5 SA) Eden Prairie ISD 272 - 19.387% - (5 SA) Macalester College - 21.641% - (5 SA) YMCA of the Greater Twin Cities - 0.942% - (5 SA)
SunE Lundell 1, LLC	Dakota	Andersen Windows - 2.531% - (4 SA) Becketwood Cooperative - 2.341% - (4 SA) Bloomington School District - 16.727% - (4 SA) City of Hopkins - 6.099% - (4 SA) District Cooling - 5.902% - (4 SA) Ecolab Inc. - 24.407% - (4 SA) Eden Prairie ISD 272 - 19.387% - (4 SA) Macalester College - 21.641% - (4 SA) YMCA of the Greater Twin Cities - 0.964% - (4 SA)
SunE Moore 1, LLC	Dakota	Andersen Windows - 2.531% - (5 SA) Becketwood Cooperative - 2.341% - (5 SA) Bloomington School District - 16.727% - (5 SA) City of Hopkins - 6.099% - (5 SA) District Cooling - 5.902% - (5 SA) Ecolab Inc. - 24.346% - (5 SA) Eden Prairie ISD 272 - 19.387% - (5 SA) Macalester College - 21.641% - (5 SA) YMCA of the Greater Twin Cities - 1.025% - (5 SA)
Randolph CSG 1, LLC	Dakota	Andersen Windows - 2.531% - (5 SA) Becketwood Cooperative - 2.341% - (5 SA) Bloomington School District - 16.727% - (5 SA) City of Hopkins - 6.099% - (5 SA) District Cooling - 5.902% - (5 SA) Ecolab Inc. - 24.242% - (5 SA) Eden Prairie ISD 272 - 19.387% - (5 SA) Macalester College - 21.641% - (5 SA) YMCA of the Greater Twin Cities - 1.129% - (5 SA)

SunE Stolee 1, LLC	Rice	Ecolab Inc. - 40.000% - (3 SA) Unimin Corporation - 38.000% - (3 SA)
SunE Winter 1, LLC	Dakota	Andersen Windows - 2.531% - (5 SA) Becketwood Cooperative - 2.341% - (5 SA) Bloomington School District - 16.727% - (5 SA) City of Hopkins - 6.099% - (5 SA) District Cooling - 5.902% - (5 SA) Ecolab Inc. - 24.311% - (5 SA) Eden Prairie ISD 272 - 19.387% - (5 SA) Macalester College - 21.641% - (5 SA) YMCA of the Greater Twin Cities - 1.060% - (5 SA)
Wyoming 2 CSG 1, LLC	Chisago	Andersen Windows - 29.441% - (5 SA) Health Partners - 5.338% - (5 SA) Medtronic, Inc - 40.000% - (5 SA) Spring Lake Park - 21.084% - (5 SA) YMCA of the Greater Twin Cities - 4.137% - (5 SA)

Schedule 3.3.17

Permitted Encumbrances

[To Be Added at Execution]

Schedule 3.3.18

Permits

Part A: (all Discretionary Permits required to construct, own and operate each Project):

Project Company Name	Permitting Agency	Type of Permit	Status
SunE Feely 1, LLC	Empire Township	Interim Use Permit	Interim Use Permit, dated August 25, 2015, Sun Edison LLC, and Empire Township.
SunE Lundell 1, LLC	Randolph Township	Interim Use Permit	Not yet applied.
SunE Moore 1, LLC	City of Coates	Interim Use Permit	Not yet applied.
Randolph CSG 1, LLC	Randolph Township	Interim Use Permit	Interim Use Permit, dated January 19, 2016, between Randolph CSG 1, LLC, an assignee of Ecoplexus Inc., and Randolph Township.
SunE Stolee 1, LLC	Rice County	Conditional Use Permit	Not yet applied.
SunE Winter 1, LLC	Greenvale Township	Interim Use Permit	Not yet applied.
Wyoming 2 CSG 1, LLC	Chisago County	Interim Use Permit	Application for Interim Use Permit, dated July 14, 2016, to City of Chisago City; Draft Interim Use Permit, dated August 23, 2016, between Wyoming 2 CGS 1, LLC and City of Chisago City, MN.

Part B.1 (all Permits currently held by each Project Company):

Project Company	Permitting Agency	Type of Permit	Permit
Randolph CSG 1, LLC	Randolph Township	Interim Use Permit	Interim Use Permit, dated January 19, 2016, between Randolph CSG 1, LLC, an assignee of Ecoplexus Inc., and Randolph Township.

Part B.2 (all Permits held by Seller to be assigned to each Project Company on or before the applicable Closing Date):

Project Company	County	Type of Permit	Permit
SunE Feely 1, LLC	Empire Township	Interim Use Permit	Interim Use Permit, dated August 25, 2015, SunEdison LLC, and Empire Township.

Schedule 3.3.20

Design Sets

1. Title Page:
   - Project description
   - Address, jurisdiction and location

2. Site Plan:
   - Array layout
   - Land lease boundaries
   - Wetland delineations and setbacks
   - XCEL POI easement boundaries
   - POCC and pole locations
   - Site access and major project roads (existing and new)
   - Fence boundaries

3. POCC Design:
   - AC SLD from ISU to POCC provided with initial CSG application
   - Documentation from Xcel detailing whether DTT on developer side of POCC is required
   - Direct Transfer Trip indication and communication method (if required)

Schedule 4.1.4

Consents

1. Bankruptcy Sale Order

Schedule 4.1.6

Disclosed Litigation

None.

Schedule 4.2.2

Officers; Bank Accounts

Officers:

Name	Role	Company(ies)
Rafael Dobrzynski	President	Seller, Asset Holding Companies, and Project Companies
Laura Bruce Klein	Vice President	Seller, Asset Holding Companies, and Project Companies
Luis Sabate	Vice President	Seller, Asset Holding Companies, and Project Companies

Bank Accounts:

N/A

Schedule 4.2.4

Material Contracts

Part A: Subscription Agreements (see Schedule 3.3.15 – Part A)

Part B: Interconnection Agreements (see Schedule 4.2.22.6)

Schedule 4.2.5

Real Estate Contracts

Project	Contracts
Feely	Ground Lease Agreement, dated November 11, 2016, among Gregory J. Feely and Charlotte L. Feely and SunE Feely 1, LLC (formerly known as SunE Xcel Feely 1, LLC, as assignee of SunE Minnesota Holdings, LLC).
Lundell	Option to Ground Lease Agreement, dated September 19, 2014, between SunE Lundell 1, LLC (formerly known as SunE Xcel Lundell 1, LLC, as assignee of SunE Minnesota Holdings, LLC) and Earl C. Lundell and Kathryn J. Lundell; First Amendment to Option to Ground Lease Agreement, dated November 18, 2016, between SunE Lundell 1, LLC (formerly known as SunE Xcel Lundell 1, LLC, as assignee of SunE Minnesota Holdings, LLC) and Earl C. Lundell and Kathryn J. Lundell.
Moore	Option to Ground Lease Agreement, dated May 31, 2015, between SunE Moore 1, LLC (formerly known as SunE Xcel Moore 1, LLC, as assignee of SunE Minnesota Holdings, LLC) and Myra A. Moore, Michael J. Moore and Cynthia S. Rosenblatt, as Co-Trustees of the Myra A. Moore 2012 Irrevocable Family Trust.
Randolph	Option to Lease Agreement, dated July 22, 2015, between Randolph CSG 1, LLC (as assignee of Fresh Air Energy II, LLC) and Felton Family Farms; First Amendment to Option to Lease Agreement, dated July 21, 2016, between Randolph CSG 1, LLC (as assignee of Fresh Air Energy II, LLC) and Felton Family Farms.
Stolee	Option to Ground Lease Agreement, dated November 15, 2014, among SunE Stolee 1, LLC (formerly known as SunE Xcel Stolee 1, LLC, as assignee of SunE Minnesota Holdings, LLC) and Allen M. Stolee and Ann H. Stolee, as Trustees of the Allen M. Stolee Revocable Trust U/D/T May 2, 2011, amended and Allen M. Stolee and Ann H. Stolee, as Trustees of the Ann H. Stolee Revocable Trust U/D/T May 2, 2011, amended.
Winter	Option to Ground Lease Agreement, dated March 19, 2015, among SunE Winter 1, LLC (formerly known as SunE Xcel Winter 1, LLC, as assignee of SunE Minnesota Holdings, LLC) and Robert L. Winter and Lila S. Winter.
Wyoming 2	Option to Lease Agreement, dated May 15, 2015, between Wyoming 2 CSG 1, LLC (as assignee of Ecoplexus, Inc.) and Pearl Aadland; First Amendment to Option to Lease Agreement, dated July 25, 2016, between Wyoming 2 CSG 1, LLC (as assignee of Ecoplexus, Inc.) and Pearl Aadland.

Schedule 4.2.8

Governmental Approvals

None.

Schedule 4.2.10

Disclosed Liabilities

None.

Schedule 4.2.12

Environmental Matters

None.

Schedule 4.2.22.5

Project List

Project Name	Project Owner	Anticipated Project Size MW(AC)	SRC#	Location (County)
Feely	SunE Feely 1, LLC	5.0	SRC038633 SRC038612 SRC038654 SRC038586 SRC038665	Dakota
Lundell	SunE Lundell 1, LLC	4.0	SRC038363 SRC038582 SRC038598 SRC038607	Dakota
Moore	SunE Moore 1, LLC	5.0	SRC039439 SRC039440 SRC039441 SRC039442 SRC039443	Dakota
Randolph	Randolph CSG 1, LLC	5.0	SRC041165 SRC041166 SRC041167 SRC041168 SRC041169	Dakota
Stolee	SunE Stolee 1, LLC	3.0	SRC038364 SRC038576 SRC038602	Rice
Winter	SunE Winter 1, LLC	5.0	SRC039431 SRC039432 SRC039433 SRC039434 SRC039435	Dakota
Wyoming 2	Wyoming 2 CSG 1, LLC	5.0	SRC040959 SRC040960 SRC040962 SRC040963 SRC040961	Chisago

Schedule 4.2.22.6

Executed Interconnection Agreements

Project	Agreement
Feely	a. [SRC038586]: Interconnection Agreement, executed November 4, 2016, between SunE Feely 1, LLC and Xcel Energy; b. [SRC038612]: Interconnection Agreement, executed December 5, 2016, between SunE Feely 1, LLC and Xcel Energy; c. [SRC038633]: Interconnection Agreement, executed November 4, 2016, between SunE Feely 1, LLC and Xcel Energy; d. [SRC038654]: Interconnection Agreement, executed November 4, 2016, between SunE Feely 1, LLC and Xcel Energy; and e. [SRC038665]: Interconnection Agreement, executed November 4, 2016, between SunE Feely 1, LLC and Xcel Energy.
Lundell	a. [SRC038363]: Interconnection Agreement, executed July 1, 2016, between SunE Minnesota Holdings, LLC and Xcel Energy; b. [SRC038582]: Interconnection Agreement, executed July 1, 2016, between SunE Minnesota Holdings, LLC and Xcel Energy; c. [SRC038598]: Interconnection Agreement, executed July 1, 2016, between SunE Minnesota Holdings, LLC and Xcel Energy; d. [SRC038607]: Interconnection Agreement, executed July 1, 2016, between SunE Minnesota Holdings, LLC and Xcel Energy; and e. [SRC038619]: Interconnection Agreement, executed July 1, 2016, between SunE Minnesota Holdings, LLC and Xcel Energy.
Moore	a. [SRC039439]: Interconnection Agreement, executed July 1, 2016, between SunE Minnesota Holdings, LLC and Xcel Energy; b. [SRC039440]: Interconnection Agreement, executed July 1, 2016, between SunE Minnesota Holdings, LLC and Xcel Energy; c. [SRC039441]: Interconnection Agreement, executed July 1, 2016, between SunE Minnesota Holdings, LLC and Xcel Energy;

	d. [SRC039442]: Interconnection Agreement, executed July 1, 2016, between SunE Minnesota Holdings, LLC and Xcel Energy; and e. [SRC039443]: Interconnection Agreement, executed July 1, 2016, between SunE Minnesota Holdings, LLC and Xcel Energy.
Winter	a. [SRC039431]: Interconnection Agreement, executed July 1, 2016, between SunE Minnesota Holdings, LLC and Xcel Energy; Assignment of Interconnection Agreement [SRC039431], executed September 26, 2016, between SunE Minnesota Holdings, LLC, SunE Winter 1, LLC and Xcel Energy; b. [SRC039432]: Interconnection Agreement, executed July 1, 2016, between SunE Minnesota Holdings, LLC and Xcel Energy; Assignment of Interconnection Agreement [SRC039432], executed September 26, 2016, between SunE Minnesota Holdings, LLC, SunE Winter 1, LLC and Xcel Energy c. [SRC039433]: Interconnection Agreement, executed July 1, 2016, between SunE Minnesota Holdings, LLC and Xcel Energy; Assignment of Interconnection Agreement [SRC039433], executed September 26, 2016, between SunE Minnesota Holdings, LLC, SunE Winter 1, LLC and Xcel Energy d. [SRC039434]: Interconnection Agreement, executed July 1, 2016, between SunE Minnesota Holdings, LLC and Xcel Energy; Assignment of Interconnection Agreement [SRC039434], executed September 26, 2016, between SunE Minnesota Holdings, LLC, SunE Winter 1, LLC and Xcel Energy and e. [SRC039435]: Interconnection Agreement, executed July 1, 2016, between SunE Minnesota Holdings, LLC and Xcel Energy; Assignment of Interconnection Agreement [SRC039435], executed September 26, 2016, between SunE Minnesota Holdings, LLC, SunE Winter 1, LLC and Xcel Energy.

Schedule 4.2.22.7

Interconnection Project Details

Project	Project Company	County	Expected Project Size (kW/AC)	SRC Numbers	Queue Position	Expedited Ready	Estimated Interconnection Costs	Indicative Cost Estimate	Requested In-Service Date
Feely	SunE Feely 1, LLC	Dakota	5,000	SRC038633 SRC038612 SRC038654 SRC038586 SRC038665	1	N/A	$277,000	$378,600	5/1/2017
Lundell	SunE Lundell 1, LLC	Dakota	4,000	SRC038363 SRC038582 SRC038598 SRC038607	1	1/5/2016	$521,100	$521,100	1/5/2018
Moore	SunE Moore 1, LLC	Dakota	5,000	SRC039439 SRC039440 SRC039441 SRC039442 SRC039443	3	1/5/2016	$790,450	$647,300	1/5/2018
Randolph	Randolph CSG 1, LLC	Dakota	5,000	SRC041165 SRC041166 SRC041167 SRC041168 SRC041169	3	1/5/2016	$480,200	Detailed Design not started	Detailed Design not started. Have not given date.
Stolee	SunE Stolee 1, LLC	Rice	3,000	SRC038364 SRC038576 SRC038602	1	N/A	$870,000	$814,500	8/5/2017
Winter	SunE Winter 1, LLC	Dakota	5,000	SRC039431 SRC039432 SRC039433 SRC039434 SRC039435	2	1/5/2016	$810,900	$810,900	12/31/2017
Wyoming 2	Wyoming 2 CSG 1, LLC	Chisago	5,000	SRC040959 SRC040960 SRC040962 SRC040963 SRC040961	1	1/5/2016	$725,850	$725,850	4/30/2017

Schedule 4.2.22.10

Co-Location Information

None.

Schedule 4.2.23

Affiliate Transactions

None.

Schedule 6.2.1

Pre-Closing Period Actions

None.

Schedule 6.2.3

Final Lien Waivers

1. DIP Lenders.

Schedule 6.2.6

Post-Closing Deliverables

None.