UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D. C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15 (d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 9, 2015

TERRAFORM POWER, INC.
(Exact Name of Registrant as Specified in its Charter)

Delaware	**001-36542**	**46-4780940**
(State or other jurisdiction of Incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification Number)**

7550 Wisconsin Avenue, 9th Floor, Bethesda, Maryland, 20814
(Address of principal executive offices) (Zip Code)

(240) 762-7700
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provision (see General Instruction A.2 below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement

Amended and Restated Purchase Agreement and Bridge Financing Commitment

On December 9, 2015, TerraForm Power, LLC ("Terra LLC"), a controlled subsidiary of TerraForm Power, Inc. ("TerraForm Power"), entered into an amended and restated Purchase Agreement (the "Amended Purchase Agreement") with SunEdison, Inc. ("SunEdison"), pursuant to which SunEdison has agreed to sell to Terra LLC the equity interests in certain subsidiaries of Vivint Solar Inc. ("Vivint Solar") (the "Purchased Subsidiaries") holding renewable assets constituting Vivint Solar's rooftop solar portfolio (the "TERP Acquisition"), for the purchase price (the "Purchase Price") equal to the product of (i) the lesser of (x) the actual installed capacity (in megawatts ("MW")) of residential solar operating systems owned by the Purchased Subsidiaries on the date of consummation of the Merger (as defined below), and (y) 523 MW, multiplied by (ii) one million seven hundred thousand dollars ($1,700,000), to be paid concurrently with the closing of the Merger. The Purchase Price for the TERP Acquisition is expected to be approximately $799 million based on the number of installed megawatts expected to be delivered at closing (currently expected to be approximately 470 MW). Under the Amended Purchase Agreement, Terra LLC will not have to make any payments at the closing of the Merger for future solar systems. Pursuant to the Amended Purchase Agreement, Terra LLC may, at its option and subject to the receipt of the relevant consents, choose to assume (or have a subsidiary of Terra LLC assume) the obligations under that certain Loan Agreement, dated as of September 12, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified, the "Aggregation Facility"), among Vivint Solar Financing I, LLC, a Delaware limited liability company, Vivint Solar Holdings, Inc., a Delaware corporation, the other guarantors and lenders party thereto from time to time and Bank of America, N.A., as administrative agent and collateral agent, or any additional or other indebtedness that is secured by direct or indirect interests in the Purchased Subsidiaries and that supplements, refinances or replaces the Aggregation Facility. To the extent obligations under the Aggregation Facility or such other indebtedness are assumed by Terra LLC (or a subsidiary of Terra LLC) on or before the consummation of the TERP Acquisition, then the amount of the Purchase Price payable by Terra LLC to SunEdison upon consummation of the TERP Acquisition will be reduced on a dollar-for-dollar basis by an amount equal to the then outstanding aggregate amount of the indebtedness so assumed. If any Purchased Subsidiary is obligated to repay any such indebtedness and such indebtedness remains outstanding as of the consummation of the TERP Acquisition, such indebtedness will be deemed to have been assumed by Terra LLC. The Amended Purchase Agreement contains customary representations, warranties, covenants and conditions. At the closing of the TERP Acquisition, a portion of the Purchase Price, estimated to be up to $75,000,000, will be placed into escrow to cover any remaining equity contribution obligations under the agreements governing acquired subsidiaries.

The Amended Purchase Agreement is not conditioned on Terra LLC's receipt of any third-party financing. However, in connection with the Amended Purchase Agreement, TerraForm Power Operating, LLC, a subsidiary of Terra LLC ("TerraForm Operating"), has entered into a second amended and restated debt commitment letter, dated as of December 9, 2015, with Goldman Sachs Bank USA, Citigroup Global Markets Inc., Barclays Bank PLC and UBS AG, Stamford Branch, (the "Bridge Lenders"), pursuant to which, among other things, the Bridge Lenders have committed to provide, subject to the terms and conditions thereof, borrowings under a $795 million unsecured bridge facility (the "Bridge Financing Commitment"). The funding of the Bridge Financing Commitment is subject to the negotiation of definitive documentation and other customary closing conditions, which will be reduced up to the amount assumed by Terra LLC under the Aggregation Facility, subject to the receipt of the relevant consents.

Amended and Restated Interim Agreement

Concurrently with the execution of the Amended Purchase Agreement, SunEdison and Terra LLC entered into an amended and restated interim agreement (the "Amended Interim Agreement") that, among other things, provides that with respect to the assets of Vivint Solar to be acquired by Terra LLC under the Amended Purchase Agreement, SunEdison and/or its affiliates will provide certain repair services and ongoing operations and maintenance services at attractive fixed prices pursuant to a long term master operation and maintenance and administrative service agreement to be entered into as of the closing of the Merger. The Amended Interim Agreement also provides that Terra LLC will purchase the SunEdison cash equity interest in certain residential solar systems (the "Solar Residential Systems") from SunEdison for a five year period, including up to 400 MW in 2016 and up to 450 MW per year thereafter. Terra LLC's purchase obligation relates to the new $300 million senior secured term loan facility (the "Term Facility") that a subsidiary of SunEdison intends to enter into in connection with its financing of the Merger and will be extinguished once the Term Facility is refinanced or otherwise repaid, which is currently expected to occur well within the term of the purchase obligation. Any assets TERP or its relevant subsidiary acquires are to be purchased at fair market value, subject to downward price adjustment to achieve certain minimum returns. SunEdison and Terra LLC also agreed to indemnify each other in certain circumstances in connection with the Amended Merger Agreement (as defined below).

Letter Agreement

On December 9, 2015, SunEdison entered into a letter agreement with Terra LLC (the "Letter Agreement") pursuant to which SunEdison, among other things, agreed to use its reasonable best efforts to sell to third-party purchaser(s): (a) the "cash" or "sponsor" equity position in tax equity partnerships or funds for the acquisition of residential solar systems that Terra LLC will be obligated to purchase from a wholly-owned indirect subsidiary of SunEdison (the "Term Borrower") under the take/pay agreement to be entered into between Terra LLC and the Term Borrower (the "Take/Pay Agreement") and (b) the Purchased Subsidiaries acquired from Vivint Solar that Terra LLC would otherwise be obligated to purchase under the Amended Purchase Agreement, in each case, subject to certain conditions. If any such third party purchase and sale agreement is for 100 MW or more, then SunEdison will be required to obtain the consent of the Corporate Governance and Conflicts Committee of the Board of Directors of TerraForm Power prior to the entry into any such agreement. If SunEdison, Vivint Solar or any of its subsidiaries enters into an agreement for the sale of any Purchased Subsidiary to a third-party purchaser other than TerraForm Power or any of its subsidiaries between the date of the Letter Agreement and the closing of the transactions contemplated by the Merger Agreement (the "Merger Closing"), upon the Merger Closing, Terra LLC will be relieved of its obligations to purchase any Purchased Subsidiary that Terra LLC did not acquire in connection with the Merger Closing. In addition, if the purchase price paid by any such third party purchaser(s) is less than the purchase price that Terra LLC would have otherwise been obligated to pay under the Amended Purchase Agreement, Terra LLC will not have any obligation to pay or reimburse SunEdison for any such shortfall amounts.

The Letter Agreement further requires that SunEdison take certain actions to facilitate the repayment of the Term Facility by December 31, 2016 and that on December 31, 2016, SunEdison will repay the Term Facility in an amount equal to the lesser of (a) $25,000,000 and (b) the outstanding amount under the Term Facility as of such date. Furthermore, the Letter Agreement provides that, concurrent with the closing of the Term Facility, SunEdison will make an equity contribution to the Term Borrower such that the Term Borrower will have at least $100 million cash on hand.

The foregoing descriptions of the Amended Purchase Agreement, the Amended Interim Agreement and the Letter Agreement do not purport to be complete and are qualified in their entirety by reference to the respective agreements, copies of which are filed herewith as Exhibits 10.1, 10.2 and 10.3 and incorporated herein by reference.

Item 7.01 Regulation FD Disclosure

On December 9, 2015, TerraForm Power issued a press release announcing, among other things, changes to the terms of its agreement to acquire the Vivint Solar portfolio of installed residential rooftop solar systems. A copy of the press release is furnished as Exhibit 99.1 to this Report.

In accordance with General Instruction B.2 of Form 8-K, the press release is deemed to be "furnished" and shall not be deemed "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall such information and Exhibit be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act.

Item 8.01 Other Events

Amended SunEdison Merger Agreement

On December 9, 2015, SunEdison, entered into an amendment ("Amendment No. 1") to the Agreement and Plan of Merger, dated as of July 20, 2015 (the "Merger Agreement" and, together with Amendment No. 1, the "Amended Merger Agreement"), by and between SunEdison, SEV Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of SunEdison ("Merger Sub"), and Vivint Solar. Under the Amended Merger Agreement, Merger Sub will be merged with and into Vivint Solar, with Vivint Solar continuing after the merger as the surviving corporation and a wholly owned subsidiary of SunEdison (the "Merger").

The cash consideration to be paid by Terra LLC under the Purchase Agreement will be used by SunEdison to fund a portion of the merger consideration under the Amended Merger Agreement. The remainder of the merger consideration will be paid by SunEdison through a combination of cash, shares of common stock of SunEdison and four-year notes issued by SunEdison that are convertible into shares of its common stock. The Amended Merger Agreement revised the terms of the Merger Agreement, among other things, to reduce the cash consideration for the Merger by $2.00 per share and increase the stock consideration by $0.75 per share.

None of TerraForm Power nor any of its subsidiaries are party to the Amended Merger Agreement. However, the closing of the TERP Acquisition is subject to the closing of the Merger. The Amended Merger Agreement contains customary representations, warranties and covenants of both SunEdison and Vivint Solar and also provides for termination rights on behalf of both parties.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit Number	Description
10.1	Amended and Restated Purchase Agreement, dated as of December 9, 2015, by and between SunEdison, Inc. and TerraForm Power, LLC.
10.2	Amended and Restated Interim Agreement, dated as of December 9, 2015, by and between SunEdison, Inc., SEV Merger Sub Inc. and TerraForm Power, LLC.
10.3	Term Facility, Take/Pay and IDR Letter Agreement, dated as of December 9, 2015, by and between SunEdison, Inc. and TerraForm Power, LLC.
99.1	Press Release of TerraForm Power, Inc., dated December 9, 2015.

Forward Looking Statements

This report contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Such forward-looking statements are subject to certain risks, uncertainties and assumptions, including the timing of the completion of the acquisition, and typically can be identified by the use of words such as "expect," "estimate," "anticipate," "forecast," "intend," "project," "target," "plan," "believe" and similar terms and expressions. Forward-looking statements are based on current

expectations and assumptions. Although TerraForm Power believes that its expectations and assumptions are reasonable, it can give no assurance that these expectations and assumptions will prove to have been correct, and actual results may vary materially. Factors that could cause actual results to differ materially from those set forth in the forward-looking statements include, among others: the failure of the Merger and the TERP Acquisition to be consummated, the failure of counterparties to fulfill their obligations under agreements; price fluctuations, termination provisions and buyout provisions in the agreements; TerraForm Power's ability to successfully identify, evaluate and consummate acquisitions from SunEdison or third parties, including the TERP Acquisition; government regulation; operating and financial restrictions under agreements governing indebtedness; TerraForm Power's ability to borrow funds and access capital markets; TerraForm Power's ability to compete against traditional and renewable energy companies; and hazards customary to the power production industry and power generation operations, such as unusual weather conditions and outages. Furthermore, any dividends are subject to available capital, market conditions and compliance with associated laws and regulations.

TerraForm Power undertakes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. The foregoing review of factors that could cause TerraForm Power's actual results to differ materially from those contemplated in the forward-looking statements included in this report should be considered in connection with information regarding risks and uncertainties that may affect TerraForm Power's future results included in TerraForm Power's filings with the Securities and Exchange Commission at www.sec.gov.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: December 9, 2015

TERRAFORM POWER, INC.

By: /s/ Sebastian Deschler

Name: Sebastian Deschler
Title: Senior Vice President, General Counsel & Secretary

EXHIBIT INDEX

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10.3	Term Facility, Take/Pay and IDR Letter Agreement, dated as of December 9, 2015, by and between SunEdison, Inc. and TerraForm Power, LLC.
99.1	Press Release of TerraForm Power, Inc., dated December 9, 2015.

AMENDED AND RESTATED PURCHASE AGREEMENT

This AMENDED AND RESTATED PURCHASE AGREEMENT, dated as of December 9, 2015 (this "Agreement"), by and between TERRAFORM POWER, LLC, a Delaware limited liability company ("Purchaser"), and SUNEDISON, INC., a Delaware corporation ("Seller").

WITNESSETH:

WHEREAS, on July 20, 2015 Seller entered into an Agreement and Plan of Merger (the "Merger Agreement") with SEV Merger Sub Inc., a Delaware corporation and indirect wholly owned subsidiary of Seller ("Merger Sub"), and Vivint Solar, Inc., a Delaware corporation (the "Company"), pursuant to which, among other things, Merger Sub will merge with and into the Company with the Company surviving the merger as a wholly owned subsidiary of Seller (the "Merger");

WHEREAS, on July 20, 2015 Seller and Purchaser entered into a Purchase Agreement (the "Original PSA") pursuant to which the Seller agreed to cause the Company to sell and assign to Purchaser, and Purchaser agreed to purchase and assume from the Company, all of the equity interests in the subsidiaries of the Company set forth on Exhibit A hereto (each, a "Purchased Subsidiary" and, collectively, the "Purchased Subsidiaries"), subject to certain agreed terms and conditions; and

WHEREAS, Purchaser and Seller desire to amend and restate the Original PSA in its entirety.

NOW, THEREFORE, in consideration of the foregoing and of the representations, warranties, covenants and agreements contained in this Agreement, the parties agree as follows:

ARTICLE I
PURCHASE AND SALE

Section 1.01 Purchase and Sale of the Interests. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall cause the Company or its subsidiary(ies), as applicable, to sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from the Company or its subsidiary(ies), as applicable, all of the equity interests of the Purchased Subsidiaries (the "Purchased Interests"), provided, that, as a condition to Purchaser purchasing Vivint Solar Fund XVIII Manager, LLC and any other Purchased Interest associated with the "Fund XVIII – BAML 2" tax equity fund with BAL Investments & Advisory, Inc., such tax equity fund shall either (x) have been bifurcated so that, as of the Closing Date, Vivint Solar Fund XVIII Manager indirectly owns an interest in all of the installed residential PV systems with respect to such fund, and another entity not being purchased by Purchaser on the Closing Date will have been established to finance the remainder of the BAL Investments & Advisory, Inc.'s commitments not invested as of the Closing Date or (y) any outstanding commitments to contribute capital by Vivint Solar Fund XVIII Manager, LLC or its affiliates with respect to the "Fund XVIII – BAML 2" shall have been terminated.

Section 1.02 Purchase Price. The aggregate purchase price for the Purchased Interests (as adjusted as set forth herein, the "Purchase Price") shall be an amount equal to the product of (i) the lesser of (x) the actual installed capacity (in DC megawatts ("MW")) of residential solar systems owned, directly or indirectly, by the Purchased Subsidiaries on the Closing Date, and (y) 523 MW, multiplied by (ii) one million seven hundred thousand dollars ($1,700,000). For avoidance of doubt, the Purchase Price shall not be reduced for any Purchased Subsidiaries that are deemed not to be sold, conveyed, transferred, assigned or delivered pursuant to Section 1.05.

Section 1.03 Purchase Price Adjustment. At its option, Purchaser may choose to assume (or have a subsidiary of Purchaser assume) the obligations under that certain Loan Agreement, dated as of September 12, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified, the "Aggregation Facility") among Vivint Solar Financing I, LLC, a Delaware limited liability company, Vivint Solar Holdings, Inc., a Delaware corporation, the other guarantors and lenders party thereto from time to time, and Bank of America, N.A., as administrative agent and collateral agent or any additional or other indebtedness that is secured by direct or indirect interests in the Purchased Subsidiaries and that supplements, refinances or replaces the Aggregation Facility (such additional indebtedness, together with the Aggregation Facility, the "Indebtedness"). To the extent obligations under any Indebtedness are assumed by the Purchaser (or a subsidiary of Purchaser) on or before the Closing, then the amount of the Purchase Price payable by Purchaser to Seller at the Closing shall be reduced on a dollar-for-dollar basis by an amount equal to the then outstanding aggregate amount of the Indebtedness so assumed. Notwithstanding anything to the contrary contained herein, (a) Purchaser shall not be required to assume any Indebtedness (including the Aggregation Facility) unless it does so in its sole discretion and (b) Purchaser and Seller acknowledge and agree that if any Purchased Subsidiary is obligated to repay any of the Indebtedness and such Indebtedness remains outstanding as of the Closing, such Indebtedness will be deemed for all purposes to have been assumed by Purchaser for purposes of this Section 1.03.

Section 1.04 Purchase Price Payment; Tax Equity Tranches.

(a) Subject to Sections 1.03 and 1.04(b), the Purchase Price shall be paid by Purchaser at Closing by wire transfer of immediately available funds to accounts designated in writing by Seller to Purchaser prior to the Closing.

(b) Notwithstanding Section 1.04(a) above, if as of the Closing, there exists any requirement on Purchaser or any of its subsidiaries (including, for the avoidance of doubt, the Purchased Subsidiaries) to (x) make an equity contribution with respect to any Purchased Subsidiary or (y) make any payment with respect to projects owned or to be acquired by any Purchased Subsidiary, in each case of clauses (x) and (y) pursuant to any partnership, purchase, contribution or similar agreement, then the amount of such payment or equity contribution (the "Escrow Amount") shall, instead of being paid to Seller as part of the Purchase Price as contemplated by Section 1.04(a) above, be deposited by Purchaser at the Closing into an escrow account managed by an escrow agent (the "Escrow Agent") on terms mutually agreeable to Purchaser and Seller, and the Escrow Amount shall be released by the Escrow Agent to Purchaser from time to time after the Closing to satisfy any equity contribution or payment obligations of Purchaser and its subsidiaries (including, for the avoidance of doubt, the Purchased Subsidiaries) required by the documentation described in clauses (x) and (y).

Section 1.05 Required Consents.

(a) Absence of Consents; Obtaining Consents. Notwithstanding anything to the contrary contained in this Agreement, to the extent that the sale, conveyance, transfer, assignment or delivery or attempted sale, conveyance, transfer, assignment or delivery to Purchaser of any Purchased Interest is prohibited by any applicable Law or would require any third party or any Governmental Authority's authorization, approval, consent, negative clearance or waiver and such authorization, approval, consent, negative clearance or waiver shall not have been obtained prior to the Closing, this Agreement shall not constitute a sale, conveyance, transfer, assignment or delivery, or an attempted sale, conveyance, transfer, assignment or delivery thereof. Following the Closing, the parties hereto shall have a continuing obligation to use their reasonable best efforts to obtain and to cooperate in obtaining any such Consents from third parties, including Governmental Authorities; provided, that neither Seller, the Company nor any of their respective Affiliates shall be required to pay or commit to pay any significant amount to (or incur any significant liability or obligation in favor of) any third party that is not a Governmental Authority from whom any such Consent, notice, registration, declaration or filing may be required (other than nominal filing or application fees). Upon obtaining the requisite authorization, approval, consent, negative clearance or waiver, Seller shall cause the Company to promptly convey, transfer, assign and deliver, or cause to be conveyed, transferred, assigned and delivered, such Purchased Interest or right to Purchaser hereunder.

(b) Benefit of Purchased Interests. Pending, or in the absence of, such authorization, approval, consent, negative clearance or waiver, the parties hereto shall cooperate with each other in any reasonable and lawful arrangements designed to provide to Purchaser the economic claims, rights and benefits and liabilities of beneficial ownership of such Purchased Interest and Seller shall cause the Company to continue to hold such Purchased Interest upon the reasonable direction of Purchaser; provided, that Seller shall bear the economic burden resulting from implementation of any such alternative arrangement pursuant to this Section 1.05(b) and Purchaser shall be responsible for any liabilities, if any, arising as a result of ownership of such Purchased Interest.

ARTICLE II
CLOSING

Section 2.01 Closing. Unless this Agreement shall have been terminated pursuant to Section 8.01, the parties shall cause the closing of the transactions contemplated hereby (the "Closing") to take place at the offices of Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, immediately following the consummation of the Merger, on the terms and subject to the conditions of this Agreement and the satisfaction or waiver of all of the conditions set forth in Article VII. The date on which the Closing occurs is referred to in this Agreement as the "Closing Date".

Section 2.02 Closing Deliverables.

(a) At the Closing, Seller shall deliver (or cause to be delivered) to Purchaser the following:

(i) a certificate signed by an executive officer of Seller, dated the Closing Date, to the effect that the conditions set forth in Section 7.03(a), and Section 7.03(b) have been satisfied;

(ii) with respect to the Purchased Interests and subject to Section 1.05, an assignment and assumption of the Purchased Interests in substantially the form of Exhibit B hereto (an "Interest Assignment;" collectively, the "Interest Assignments"), for each Purchased Subsidiary, duly executed by the Company or its applicable subsidiary; and

(iii) if applicable, the escrow agreement contemplated by Section 1.04(b), duly executed by Seller.

(b) At the Closing, Purchaser shall deliver (or cause to be delivered) to Seller or its applicable Subsidiary the following:

(i) subject to Sections 1.03 and 1.04(b), an amount in cash equal to the Purchase Price, payable by wire transfer of immediately available funds;

(ii) a certificate signed by an executive officer of Purchaser, dated the Closing Date, to the effect that the conditions set forth in Section 7.02(a) and Section 7.02(b) have been satisfied;

(iii) with respect to the Purchased Interests, and subject to Section 1.05, an Interest Assignment for each Purchased Subsidiary, duly executed by Purchaser; and

(iv) if applicable, the escrow agreement contemplated by Section 1.04(b), duly executed by Purchaser and the Escrow Agent.

(c) If applicable, at the Closing, Purchaser shall deliver (or cause to be delivered) to the Escrow Agent an amount in cash equal to the Escrow Amount, payable by wire transfer of immediately available funds.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser as set forth in Exhibit C. Seller is not making any representation or warranty whatsoever, express or implied, beyond those expressly given in this Article III or pursuant to any certificate or other agreement delivered by Seller in connection herewith. Seller hereby disclaims any other express or implied representation or warranty not contained in this Article III or in a certificate or other agreement delivered in connection with the transactions contemplated by this Agreement. Notwithstanding the foregoing, nothing in this Article III shall affect the ability of Purchaser to rely on the representations and warranties with respect to the Purchased Interests and the Purchased Subsidiaries made to Seller in the Merger Agreement.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller as set forth in Exhibit D. Purchaser is not making any representation or warranty whatsoever, express or implied, beyond those expressly given in this Article IV or pursuant to any certificate or other agreement delivered by Purchaser in connection herewith.

Purchaser hereby disclaims any other express or implied representation or warranty not contained in this Article IV or in a certificate or other agreement delivered in connection with the transactions contemplated by this Agreement.

ARTICLE V
COVENANTS

Section 5.01 Covenants of Seller. From and after the date of this Agreement until the Closing, Seller covenants and agrees (except as required by applicable law, or to the extent that Purchaser shall otherwise previously consent in writing, which consent will not be unreasonably withheld, conditioned or delayed to the extent Seller is unable to unreasonably withhold, condition or delay its consent under the Merger Agreement, and which consent shall be deemed to be granted five (5) Business Days after written request for such consent has been delivered to Purchaser by Seller unless Purchaser shall have denied such consent request in writing) (a) Seller shall not enter into any amendment to the Merger Agreement and (b) Seller shall not consent to any action taken by the Company prohibited by Section 4.01 of the Merger Agreement which would reasonably be expected to have an adverse effect on any of the Purchased Interests or the Purchased Subsidiaries.

Section 5.02 Financing.

(a) Efforts to Obtain the Financing. Purchaser acknowledges and agrees that, notwithstanding anything in this Agreement to the contrary, the obligations to perform its agreements hereunder, including to consummate the Closing subject to the terms and conditions hereof, are not conditioned on obtaining of the Debt Financing, and Purchaser acknowledges and agrees that obtaining the Debt Financing or any other financing is not a condition to the Closing. If the Debt Financing has not been obtained, Purchaser will continue to be obligated, subject to the satisfaction or waiver of the conditions set forth in Article VII, to consummate transactions contemplated by this Agreement. Seller acknowledges that the covenants and obligations contained in this Section 5.02 and the Debt Financing Commitments are the sole and exclusive covenants and obligations of Purchaser and each of its Representatives in connection with obtaining the Debt Financing; provided, however, that Purchaser expressly acknowledges and agrees that Purchaser's obligations to hold the Closing and consummate the transactions contemplated by this Agreement (including pursuant to Section 2.01) shall not in any way be conditioned upon whether the Debt Financing is available or has been obtained and, for avoidance of doubt, that Purchaser shall be required to hold the Closing and consummate the transactions contemplated by this Agreement on any date, if so required pursuant to the terms and conditions of Section 2.01, regardless of whether the Debt Financing is available or has been obtained as of such date.

(b) Financing Cooperation. Prior to the Closing, Seller shall use reasonable best efforts to provide to Purchaser, and shall use its reasonable best efforts to cause the Company and their respective Representatives, including legal and accounting advisors, to provide in accordance with Section 4.05 of the Merger Agreement, in each case at Purchaser's sole expense, all cooperation reasonably requested by Purchaser that is reasonably necessary in connection with arranging, obtaining and syndicating the Debt Financing and causing the conditions in the Debt Financing Commitments to be satisfied.

(c) Confidentiality. Purchaser agrees to be bound by the Confidentiality Agreement (as defined in the Merger Agreement) as if a party thereto.

(d) Indemnity and Reimbursement. Purchaser shall promptly, upon written request by Seller, reimburse Seller or the Company, as applicable, for all reasonable and documented out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred by the Seller, the Company or any of their respective subsidiaries in connection with the cooperation of Seller, the Company and their respective subsidiaries contemplated by this Section 5.02 and shall indemnify and hold harmless Seller, the Company, and their respective subsidiaries and Representatives from and against any and all losses, damages, claims, costs or expenses suffered or incurred by any of them of any type in

connection with Purchaser's arrangement of any Debt Financing and any information used in connection therewith, except with respect to any information prepared or provided by Seller, the Company or any of their respective subsidiaries or Representatives, and the foregoing obligations shall survive termination of this Agreement.

ARTICLE VI
ADDITIONAL AGREEMENTS

Section 6.01 Regulatory Matters; Reasonable Best Efforts.

(a) On the terms and subject to the conditions of this Agreement, each party shall use its reasonable best efforts to cause the Closing to occur, including using reasonable best efforts to take all actions reasonably necessary to comply promptly with all legal requirements that may be imposed on it or its subsidiaries with respect to the Closing. Each party shall not take any actions that would or that would reasonably be expected to, result in any of the conditions set forth in Article VII not being satisfied. Each party shall use its reasonable best efforts to cause the Closing to occur on or prior to the Termination Date. Nothing in this Section 6.01 shall impose any obligation on Purchaser with respect to obtaining or arranging the Debt Financing, it being agreed that Purchaser's obligations with respect to such matters shall be governed solely by Section 5.02 and the Debt Financing Commitments.

(b) Each of Purchaser and Seller shall use its reasonable best efforts to obtain, and to cooperate in obtaining, all Consents from third parties, including Governmental Authorities, necessary or appropriate to permit the consummation of the transactions contemplated by this Agreement and to provide, and cooperate in providing, notices to, and make or file, and cooperate in the making or filing of, registrations, declarations or filings with, third parties required to be provided prior to the Closing; provided, however, that no party shall be required to pay or commit to pay any significant amount to (or incur any significant liability or obligation in favor of) any third party that is not a Governmental Authority from whom any such Consent, notice, registration, declaration or filing may be required (other than nominal filing or application fees).

(c) Nothing in this Section 6.01 shall obligate Purchaser or Seller or any of their respective subsidiaries to take any action that is not conditional upon the Closing.

(d) Following the consummation of the Merger, Seller agrees to cause the Company to comply with its obligations under this Agreement.

Section 6.02 [Reserved].

ARTICLE VII
CONDITIONS PRECEDENT

Section 7.01 Conditions to the Obligations of Each Party. The respective obligation of each party to consummate and cause the consummation of the transactions contemplated herein are subject to the satisfaction or waiver by Seller and Purchaser on or prior to the Closing of the following conditions:

(a) No Injunctions or Restraints. No (i) temporary restraining order or preliminary or permanent injunction or other order, in each case, by any court of competent jurisdiction preventing, prohibiting, restraining, enjoining or rendering illegal the consummation of the Merger shall have been issued and be continuing in effect or (ii) applicable law of a Governmental Authority of competent jurisdiction shall be in in effect prohibiting or rendering illegal the consummation of the Merger or the other transactions contemplated by this Agreement.

(b) Consummation of the Merger. (i) The Merger shall have been consummated in accordance with the terms of the Merger Agreement and (ii) all conditions to the consummation of the Merger shall have been satisfied or waived; provided, that Seller shall not have waived any condition to the consummation of the Merger which such waiver would reasonably be expected to have an adverse effect on the Purchaser or the Purchased Interests or Purchased Subsidiaries without obtaining the prior written consent of Purchaser.

Section 7.02 Conditions to Obligations of Seller. The obligation of Seller to consummate and cause the consummation of the transactions contemplated herein are further subject to satisfaction or waiver at or prior to the Closing by Seller of the following additional conditions:

(a) Representations and Warranties. The representations and warranties of Purchaser shall be true and correct (without giving effect to any limitation as to "materiality" set forth therein) in all material respects, except where the failure of such other representations and warranties to be so true and correct does not have, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Purchaser's ability to consummate the transactions contemplated hereby, as of the Closing Date, as if made on and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date).

(b) Performance of Obligations of Purchaser. Purchaser shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing.

(c) Closing Certificates. Seller shall have received a certificate signed by an executive officer of Purchaser, dated the Closing Date, to the effect that the conditions set forth in Section 7.02(a), and Section 7.02(b) have been satisfied.

Section 7.03 Conditions to Obligations of Purchaser. The obligation of Purchaser to consummate and cause the consummation of the transactions contemplated herein are further subject to satisfaction or waiver on or prior to the Closing by Purchaser of the following additional conditions:

(a) Representations and Warranties. The representations and warranties of Seller (other than the representations and warranties as to "Organization and Authority") shall be true and correct except for de minimis inaccuracies, as of the Closing Date, as if made on and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date). The representations and warranties of Seller as to "Organization and Authority" shall be true and correct except where the failure of such representations and warranties to be so true and correct does not have, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Seller's ability to consummate the transactions contemplated hereby, as of the Closing Date, as if made on and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date).

(b) Performance of Obligations of Seller. Seller shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date.

(c) Closing Certificates. Purchaser shall have received a certificate signed by an executive officer of the Company, dated the Closing Date, to the effect that the conditions set forth in Section 7.03(a) and Section 7.03(b) have been satisfied.

ARTICLE VIII
TERMINATION, AMENDMENT AND WAIVER

Section 8.01 Termination. This Agreement may be terminated at any time prior to the Closing: (a) by mutual written agreement of Purchaser and Seller; (b) automatically upon the termination of the Merger Agreement; or (c) by either Purchaser or Seller in the event that the transactions contemplated by this Agreement shall not have been consummated by the Termination Date (as the same may be extended pursuant to §7.01(c) of the Merger Agreement); provided, further, that the right to terminate this Agreement under this Section 8.01(c) shall not be available to any party (i) whose failure to

fulfill any of its obligations under this Agreement has been a principal cause of the failure of the transactions contemplated by this Agreement to occur on or before the Termination Date or (ii) against which any legal proceeding is brought by a party hereto for specific performance or injunction in connection herewith (which prohibition on such party's right to terminate this Agreement shall continue throughout the pendency of such legal proceeding). The party desiring to terminate this Agreement pursuant to clause (c) of this Section 8.01 shall give written notice of such termination to the other party in accordance with Section 9.01, specifying the provision or provisions hereof pursuant to which such termination is effected.

Section 8.02 Effect of Termination. In the event of the termination and abandonment of this Agreement pursuant to Section 8.01, this Agreement shall become void and have no effect with no liability to any person on the part of any party hereto (or any of its Representatives or affiliates), except that (a) the provisions of Section 5.02(d), this Section 8.02, Article IX and the Confidentiality Agreement shall survive any such termination and abandonment and (b) the termination of this Agreement shall not relieve any party from any liability or damages for any Willful Breach. "Willful Breach" shall mean a material breach that is a consequence of an act or a failure to act of an executive officer of the Party taking such act or failing to take such act with the actual knowledge that the taking of such act or the failure to take such act would cause, or would reasonably be expected to cause, a breach of any representation, warranty, agreement or covenant of the breaching party contained in this Agreement.

ARTICLE IX
GENERAL PROVISIONS

Section 9.01 Notices. All notices, requests, claims, consents, demands and other communications under this Agreement shall be in writing and shall be delivered either in person, by overnight courier, by registered or certified mail, or by facsimile transmission or electronic mail, and shall be deemed to have been duly given (a) upon receipt, if delivered personally or by overnight courier, with overnight delivery and with acknowledgement of receipt requested, (b) three (3) Business Days after mailing, if mailed by registered or certified mail (postage prepaid, return receipt requested) or (c) on the Business Day the transmission is made when transmitted by facsimile or electronic mail (provided, that the same is sent by overnight courier for delivery on the next succeeding Business Day, with acknowledgement of receipt requested), to the parties at the following addresses (or at such other address for a party as shall be specified by like notice): (x) if to Seller, in accordance with the Merger Agreement and (y) if to Purchaser, to the address stated on the signature pages to this Agreement.

Section 9.02 Definitions. Capitalized terms used herein but not otherwise defined (and the terms "affiliate," "person" and "subsidiary," as used herein) shall have the meanings ascribed thereto in the Merger Agreement. For purposes of this Agreement:

(a) "Debt Financing Parties" means the entities that have committed to provide or otherwise entered into agreements in connection with the Debt Financing or other debt financings in connection with the transactions contemplated hereby and their respective affiliates and their respect affiliates' general or limited partners, stockholders, managers, members, agents, representatives, employees, directors, or other officers and their respective successor and assigns, including any Debt Financing Party, arranger or agent party to the Debt Financing Commitments and any joinder agreements, indentures or credit agreements relating thereto.

(b) "Required Information" means "Required Information" as defined in the Merger Agreement consisting of customary financial information that is (i) required under paragraph 3 of the Debt Financing Commitments and paragraph 2 of Annex C attached thereto (as in effect on the date of this Agreement), and (ii) reasonably necessary to prepare pro forma financial statements required to be delivered pursuant to the Debt Financing Commitments (as in effect on the date of this Agreement) (it being understood that the preparation of pro forma financial statements shall be the sole obligation of Purchaser).

Section 9.03 Interpretation and Other Matters. When a reference is made in this Agreement to an Article, Section or Exhibit, such reference shall be to an Article or Section of, or an Exhibit to, this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. References to a person are also to its successors and permitted assigns.

Section 9.04 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other parties.

Section 9.05 Entire Agreement; No Third-Party Beneficiaries; Suits for Damages. This Agreement amends, restates and supersedes the Original PSA in its entirety. This Agreement (including the documents and instruments referred to herein) and the Confidentiality Agreement constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement. Nothing in this Agreement is intended to confer, and does not confer, any rights or remedies under or by reason of this Agreement (or any breach hereof) on any person other than the parties hereto and their respective successors and permitted assigns, except (i) the provisions of Section 9.14, which shall be enforceable by the Non-Recourse Parties and (iii) the provisions of Section 9.08(c), Section 9.12 and Section 9.13, which shall be enforceable by the Debt Financing Parties.

Section 9.06 Amendment. This Agreement may be amended or supplemented by the parties at any time prior to the Closing; provided, however, that Sections 9.05, 9.08, 9.12, 9.13, 9.14 and this Section 9.06 (and any provision of this Agreement to the extent an amendment, modification, waiver or termination of such provision would modify the substance of Sections 9.05, 9.06, 9.08, 9.12, 9.13 or Section 9.14, in each case solely as such Section relates to Debt Financing Parties) may not be amended, modified, waived or terminated in a manner that is adverse in any respect to the Debt Financing Parties without the prior written consent of the arrangers of the Debt Financing. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

Section 9.07 Extension; Waiver. At any time prior to the Closing, a party may (a) extend the time for the performance of any of the obligations or other acts of the other party or parties, (b) waive any breach or inaccuracies in the representations and warranties of the other party or parties contained in this Agreement or in any document delivered pursuant to this Agreement or (c) waive compliance by the other parties with any of the agreements or conditions contained in this Agreement. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

Section 9.08 Governing Law; Jurisdiction.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflict of laws and matters related to the fiduciary obligations of the Board of Directors of Seller

or Purchaser shall be governed by the laws of the State of Delaware except all matters relating to the interpretation, construction, validity and enforcement (whether at law, in equity, in contract, in tort, or otherwise) against any of the Debt Financing Parties and each of their respective affiliates and their respective general or limited partners, shareholders, managers, members, directors, officers, employees, advisors, counsel or affiliates in any way relating to their debt financing commitments and related fee letters or the performance thereof or the financings contemplated thereby, shall, except as expressly provided in such debt financing commitments, be exclusively governed by, and construed in accordance with, the domestic Law of the State of New York without giving effect to any choice or conflict of law provision or rule whether of the State of New York or any other jurisdiction that would cause the application of Law of any jurisdiction other than the State of New York.

(b) Each of the parties (i) irrevocably submits itself to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, to the extent such court does not have jurisdiction, the United States District Court of the District of Delaware, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, in any suit, action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated herein, (ii) agrees that every such suit, action or proceeding shall be brought, heard and determined exclusively in such court, (iii) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from such court, (iv) agrees not to bring any suit, action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated herein in any other court, and (v) waives any defense of inconvenient forum to the maintenance of any suit, action or proceeding so brought.

(c) Notwithstanding anything contrary in this Agreement, each of the parties hereto agrees that it will not bring or support any action, cause of action, claim, cross-claim or third-party claim of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against the Debt Financing Parties or any of their respective affiliates or any of their respective former, current or future general or limited partners, shareholders, managers, members, directors, officers, employees, advisors, counsel or affiliates in any way relating to this Agreement or any of the transactions contemplated by this Agreement, including but not limited to any dispute arising out of or relating in any way to the debt financing commitments or the performance thereof, in any forum other than any New York federal court sitting in the Borough of Manhattan, or, if such court does not have subject matter jurisdiction, in any state court located in the City and County of New York. The parties hereto further agree that all of the provisions of Section 9.13 relating to waiver of jury trial shall apply to any action, cause of action, claim, cross-claim or third party-claim referenced in this Section 9.08(c).

(d) Each of the parties agrees that service of any process, summons, notice or document in the manner set forth in Section 9.01 shall be effective service of process for any action, suit or proceeding brought against it.

Section 9.09 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties hereto without the prior written consent of the other party. Notwithstanding the foregoing, (i) Purchaser may assign any of its rights or delegate any of its obligations under this Agreement, by operation of law or otherwise, to one or more of its affiliates (but no such assignment shall relieve the assigning party of any of its obligations hereunder) and (ii) either Party may collaterally assign any of its rights, but not its obligations, under this Agreement to any of its financing sources. Any attempted or purported assignment in violation of this Section 9.09 shall be null and void and of no effect whatsoever. Subject to the provisions of this Section 9.09, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and permitted assigns.

Section 9.10 Specific Performance. The parties agree that irreparable damage may occur and that the parties may not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, subject to Section 9.10, in the event of any breach or threatened breach by any other party of any covenant or obligation contained in this Agreement, the non-breaching party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, without the necessity of posting bonds or similar undertakings in connection therewith, this being in addition to any other remedy which may be available to such non-breaching party at law or in equity, including monetary damages.

Section 9.11 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 9.12 Debt Financing Parties. Notwithstanding anything to the contrary contained herein and notwithstanding that Purchaser is an affiliate of Seller, the Debt Financing Parties (in their capacity as such) shall not have any liability to Seller, its subsidiaries (other than Purchaser) or any of their respective equity holders, representatives or affiliates relating to or arising out of this Agreement, the financing of the transactions contemplated hereby or the transactions contemplated hereby or thereby, whether at law or equity, in contract or in tort or otherwise, and Seller (on behalf of itself and its subsidiaries (other than Purchaser)) and each of their respective equity holders, representatives and affiliates (other than Purchaser) agrees that neither it nor any Seller stockholder shall have any rights or claims, and shall not seek any loss or damage or any other recovery or judgment of any kind, including direct, indirect, consequential, special, exemplary or punitive damages, against any Debt Financing Party in connection with this Agreement, the Debt Financing or the transactions contemplated hereby or thereby, whether at law or equity, in contract, in tort or otherwise; provided that, for the avoidance of doubt, the foregoing will not limit the rights of the parties to the Debt Financing Commitments under the Debt Financing Commitments or and any joinder agreements, indentures, credit agreements or other Debt Financing documentation related thereto.

Section 9.13 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR DEBT FINANCING COMMITMENTS OR THE DOCUMENTS RELATED THERETO IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE DEBT FINANCING COMMITMENTS OR THE DOCUMENTS RELATED THERETO, INCLUDING ANY CONTROVERSY INVOLVING ANY DEBT FINANCING PARTIES, REPRESENTATIVE OF PURCHASER OR SELLER UNDER THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.13.

Section 9.14 No Recourse. This Agreement may only be enforced against, and any claims or causes of action that may be based upon or arise out of this Agreement, or the negotiation, execution or performance of this Agreement, may only be made against the persons that are expressly identified as parties hereto and no former, current or future equity holders, controlling persons, directors, officers, employees, agents, Representatives or affiliates of any party hereto or any former, current or future stockholder, controlling person, director, officer, employee, general or limited partner, member, manager, agent, Representative or affiliate of any of the foregoing, in each case other than the parties hereto (each, a "Non-Recourse Party") shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, any breach of this Agreement or in respect of any representations made or alleged to be made in connection herewith. Without limiting the rights of any party against the other parties hereto, in no event shall any party or any of its affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages for breach of this Agreement from, any Non-Recourse Party.

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

TERRAFORM POWER, LLC

By: /s/ Brian Wuebbels
Name: Brian Wuebbels
Title: Chief Executive Officer

SUNEDISON, INC.

By: /s/ Ahmad Chatila
Name: Ahmad Chatila
Title: President and Chief Executive Officer

Purchaser's Notice Address:

TerraForm Power, LLC
7550 Wisconsin Avenue, 9th Floor
Bethesda, Maryland 20814
Attention: General Counsel

Exhibit A

PURCHASED SUBSIDIARIES

Vivint Solar Financing I, LLC*

Vivint Solar Owner I, LLC*

Vivint Solar Liberty Manager, LLC

Vivint Solar Margaux Manager, LLC

Vivint Solar Fund III Manager, LLC

Vivint Solar Nicole Manager, LLC

Vivint Solar Mia Manager, LLC

Vivint Solar Aaliyah Manager, LLC

Vivint Solar Rebecca Manager, LLC

Vivint Solar Hannah Manager, LLC

Vivint Solar Elyse Manager, LLC

Vivint Solar Fund XVIII Manager, LLC

Vivint Solar Fund X Manager, LLC

Vivint Solar Fund XI Manager, LLC

Vivint Solar Fund XII Manager, LLC

Vivint Solar Fund XIII Manager, LLC

Vivint Solar Fund XIV Manager, LLC

Vivint Solar Fund XVI Manager, LLC

*** Solely to the extent Purchaser opts, in its sole discretion, to assume the obligations under the Aggregation Facility (or any other Indebtedness to the extent such entities are a borrower or guarantor thereunder)**

Exhibit B

Form of Interest Assignment

(See attached)

ASSIGNMENT OF INTERESTS

THIS ASSIGNMENT OF INTERESTS (this "**Assignment**"), dated as of [•], 2015 (the "**Effective Date**"), is made and entered into by and between [•], a [•] (the "**Assignor**") and TerraForm Power, LLC, a Delaware limited liability company ("**Assignee**"). Assignor and Assignee are referred to herein, collectively, as the "**Parties**" and each, individually, as a "**Party**".

RECITALS

WHEREAS, Assignor owns, beneficially and of record, the interests set forth on Schedule I (the "**Assigned Interests**"); and

WHEREAS, Seller and Assignee have entered into an Amended and Restated Purchase Agreement, dated as of December 9, 2015 (the "**Purchase Agreement**"), pursuant to which Seller has agreed to cause Assignor to sell and assign and Assignee has agreed to purchase and acquire the Assigned Interests.

AGREEMENT

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

1. Defined Terms. Capitalized terms used but not defined herein shall have the meaning prescribed to such terms in the Purchase Agreement.

2. Assignment of the Assigned Interests. From and after the Effective Date, Assignor hereby (i) transfers, assigns, conveys and delivers to Assignee all of such Assignor's right, title and interest in and to the Assigned Interests free and clear of all liens (other than restrictions on transfer which arise under applicable securities laws and liens created in or by Assignor or any of its affiliates and, if Purchaser opts to assume the obligations under the Aggregation Facility, any liens in favor of the collateral agent or any secured party under the Aggregation Facility) and (ii) simultaneously with such assignment, the Assignee is hereby admitted to each limited liability company ("**LLC**") with respect to the Assigned Interests as a member of each LLC, and (iii) immediately after such admission, Assignor shall and does hereby cease to be a member of each LLC with respect to the Assigned Interests and shall thereupon cease to have or exercise any right or power as a member of such LLCs.

3. Assumption of the Assigned Interests. From and after the Effective Date, Assignee hereby accepts and assumes all of Assignor's obligations and liabilities, to the extent they arise or relate to periods following the Effective Date, with respect to the Assigned Interests.

4. No Other Representations or Warranties. THE PARTIES UNDERSTAND AND AGREE THAT, EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, NO PARTY TO THIS AGREEMENT, THE PURCHASE AGREEMENT, OR ANY OTHER AGREEMENT CONTEMPLATED BY THE PURCHASE

AGREEMENT, IS REPRESENTING OR WARRANTING IN ANY WAY AS TO THE PARTIES, THE TRANSFERRED COMPANIES, THEIR RESPECTIVE AFFILIATES, THEIR RESPECTIVE BUSINESSES, THE ASSIGNED INTERESTS, THE PURCHASE AGREEMENT OR THE AGREEMENTS CONTEMPLATED BY THE PURCHASE AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THIS SECTION 4 SHALL HAVE NO EFFECT ON ANY REPRESENTATION OR WARRANTY IN THE PURCHASE AGREEMENT.

5. Further Assurances. Assignor hereby agrees to promptly execute and deliver such instruments and documents (in form and substance reasonably acceptable to the Parties) and take such further action that may be reasonably necessary or desirable in order to give effect to the intent of this Assignment.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

7. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Assignment.

8. Severability. Any term or provision of this Assignment that is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason shall, as to that jurisdiction, be ineffective solely to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction. If any provision of this Assignment is determined by a court of competent jurisdiction to be so broad as to be unenforceable, that provision shall be interpreted to be only so broad as is enforceable.

9. Governing Law.

(a) This Assignment, the legal relations between the Parties and the adjudication and the enforcement thereof, shall be governed by and interpreted and construed in accordance with the substantive laws of the State of New York, without regard to applicable choice of law provisions thereof.

(b) Each Party, by its execution hereof, (i) hereby irrevocably submits and consents to the exclusive jurisdiction of the state courts of the State of New York located in New York County or the United States District Court for the Southern District of New York for the purpose of any and all actions, suits or proceedings arising in whole or in part out of, related to, based upon or in connection with this Assignment or the subject matter hereof, (ii) hereby waives to the extent not prohibited by applicable law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such action, any claim that it is not subject to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution or that any such action brought in one of the above-named courts should be dismissed on grounds of forum non conveniens, should be transferred to any court other than one of the above-named courts

or should be stayed by reason of the pendency of some other proceeding in any other court other than one of the above-named courts, or that this Assignment or the subject matter hereof may not be enforced in or by such court and (iii) hereby agrees not to commence any such action other than before one of the above-named courts nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any such action to any court other than one of the above-named courts whether on the grounds of inconvenient forum or otherwise. Each Party hereby (A) consents to service of process in any such action in any manner permitted by New York law, (B) agrees that service of process made in accordance with clause (A) or made by registered or certified mail, return receipt requested, at its (or in the case of Assignor, Seller's) address specified pursuant to Section 9.01 of the Purchase Agreement, shall constitute good and valid service of process in any such action and (C) waives and agrees not to assert (by way of motion, as a defense or otherwise) in any such action any claim that service of process made in accordance with clauses (A) or (B) does not constitute good and valid service of process.

10. Purchase Agreement Terms. This Assignment shall, in every respect, be subject to and governed by the terms of the Purchase Agreement. To the extent this Assignment conflicts with the Purchase Agreement, the Purchase Agreement will control.

[*Signature Page Follows***]**

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed and delivered as of the Effective Date.

[_____]

By: _____
Name:
Title:

TERRAFORM POWER, LLC

By: _____
Name:
Title:

[Signature Page to Assignment Agreement]

SCHEDULE I

ASSIGNED INTERESTS

Exhibit C

Representations and Warranties of Seller

1. Organization and Authority. Seller is duly organized, validly existing and in good standing (to the extent such concepts are recognized in the applicable jurisdiction) under the laws of the jurisdiction of its formation. Seller has all necessary power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Seller, the performance by Seller of its obligations hereunder and the consummation by Seller of the Closing have been duly authorized by all requisite action on the part of Seller. This Agreement has been duly executed and delivered by Seller, and assuming the due authorization, execution and delivery of this Agreement by Purchaser, will constitute the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws in effect that affect the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies and by principles of equity.

2. Title; Capitalization.

(a) The Company or its applicable subsidiary, as applicable, is the record and beneficial owner of the Purchased Interests, free and clear of all liens (other than restrictions on transfer which arise under applicable securities laws and liens created in or by Purchaser or any of its affiliates and, if Purchaser opts to assume the obligations under the Aggregation Facility, any liens in favor of the collateral agent or any secured party under the Aggregation Facility). The Company or its applicable subsidiary is not a party to any option, warrant, purchase right, right of first offer or first refusal or other Contract, commitment or understanding that could require the Company or its applicable subsidiary to sell, transfer, or otherwise dispose of, or create any lien on, any of the Purchased Interests (other than restrictions on transfer which arise under applicable securities laws and liens created in or by Purchaser or any of its affiliates and, if Purchaser opts to assume the obligations under the Aggregation Facility, any liens in favor of the collateral agent or any secured party under the Aggregation Facility).

(b) Except for the Tax Equity Transaction Documents and any other contacts entered into in association therewith, the Company or its applicable subsidiary is not a party to any voting trusts, stockholder agreements, proxies or other Contract, commitment or understanding in effect with respect to the voting or transfer of the Purchased Interests.

(c) As of Closing, all of the Purchased Interests have been duly authorized, validly issued and fully paid and non-assessable. Other than the Purchased Interests, there are no other shares of capital stock, equity interests or similar rights in the Purchased Subsidiaries authorized, issued or outstanding.

(d) There are no outstanding options, restricted stock, warrants or other similar instruments of any kind relating to the acquisition, transfer, sale, issuance or voting of any securities (including any shares of capital stock of any class or other voting securities or ownership interests) of the Purchased Subsidiaries that have been issued, granted or entered into by the Purchased Subsidiaries, or any securities convertible into, exchangeable for or evidencing the right to purchase from the Purchased Subsidiaries, any securities of the Purchased Subsidiaries. There are no outstanding contractual obligations of the Purchased Subsidiaries to repurchase, redeem or otherwise acquire any of their respective shares.

3. Due Incorporation; Subsidiaries. Each of the Purchased Subsidiaries is duly organized, validly existing and in good standing (to the extent such concepts are recognized in the applicable jurisdiction) under the laws of the jurisdiction of its formation, and has all the necessary power and authority to own, lease, operate and conduct its properties and businesses as they are now being owned, leased, operated and conducted, except for such failures to be in good standing or to have such requisite power or authority that would not have, or would not reasonably be expected to have, a Company Material Adverse Effect.

Exhibit D

Representations and Warranties of Purchaser

1. Organization and Authority. Purchaser is duly organized, validly existing and in good standing (to the extent such concepts are recognized in the applicable jurisdiction) under the laws of the jurisdiction of its formation. Purchaser has all necessary power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Purchaser, the performance by Purchaser of its obligations hereunder and the consummation by Purchaser of the Closing have been duly authorized by all requisite action on the part of Purchaser. This Agreement has been duly executed and delivered by Purchaser, and assuming the due authorization, execution and delivery of this Agreement by Seller, will constitute the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws in effect that affect the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies and by principles of equity.

2. Financing.

(a) Purchaser has delivered to the Seller correct and complete copies of an executed commitment letter among Terraform Power Operating, LLC, Goldman Sachs Bank USA, Bank of America, N.A. and Merrill Lynch, Pierce, Fenner & Smith Incorporated (including any related exhibits, schedules, annexes, supplements and other related documents), each dated on or about July 20, 2015 (as amended, modified, supplemented, replaced or extended from time to time after the date of this Agreement in compliance with this Agreement, the "Debt Financing Commitments"), from each of the financing sources identified therein (collectively, the "Debt Financing Sources"), pursuant to which the Debt Financing Sources have committed, subject to the terms and conditions thereof, to provide debt financing in the amounts set forth therein for the purpose of funding the transactions contemplated by this Agreement (collectively, the "Debt Financing"), together with a customarily redacted fee letter from the Debt Financing Sources related to the Debt Financing (the "Fee Letter").

(b) Except for the Fee Letter or as expressly set forth in the Debt Financing Commitments, as of the date of this Agreement, there are no side letters or other agreements, Contracts or written arrangements to which Purchaser or any of its affiliates is a party related to the funding or investing, as applicable, of the Debt Financing which could reasonably be expected to adversely affect the availability of the Debt Financing contemplated by the Debt Financing Commitments. Assuming satisfaction of the conditions set forth in Section 7.01 (to the extent any such condition is a condition under the control of the Seller) and Section 7.03, Purchaser does not have any reason to believe, as of the date of this Agreement, that it or any of its subsidiaries or affiliates will be unable to satisfy all conditions to be satisfied by it, its subsidiaries and its controlled affiliates with respect to any of the Debt Financing Commitments at the time it, its subsidiaries and its affiliates is required to consummate the Closing hereunder or that the Debt Financing will not be available to Purchaser or its affiliates party thereto at the Closing, including any reason to believe that any of the Debt Financing Sources will not perform their respective funding obligations under the Debt Financing Commitments in accordance with their respective terms and conditions.

(c) As of the date hereof, there are no conditions precedent or other contingencies (including pursuant to any "flex" provisions) related to the funding of the full amount of the Debt Financing pursuant to the Debt Financing Commitments, other than as expressly set forth in the Debt Financing Commitments. Assuming the Debt Financing is funded in accordance with the Debt Financing Commitments, the net proceeds contemplated by the Debt Financing Commitments, together with other financial resources of Purchaser, whether directly held or available for use by Purchaser, and its controlled affiliates including cash on hand and the proceeds of loans under existing credit facilities of Purchaser or its controlled affiliates on the Closing Date and funds that will be provided by controlled affiliates of Purchaser, in the aggregate, shall provide Purchaser with cash proceeds on

the Closing Date sufficient for the satisfaction of all of Purchaser's payment obligations under this Agreement and under the Debt Financing Commitments, including the payment of any amounts required to be paid pursuant to Article II, any fees and expenses of or payable by Purchaser in connection with the Debt Financing.

(d) As of the date of this Agreement, the Debt Financing Commitments are in full force and effect and constitute valid and binding obligations of Purchaser and any of its affiliates party thereto and, to the knowledge of Purchaser, each other party thereto, enforceable in accordance with their terms against Purchaser and any of its affiliates party thereto and, to the knowledge of Purchaser, each other party thereto (except as such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws, now or hereafter in effect, relating to creditors' rights generally, and general equitable principles) and, as of the date of this Agreement, no event has occurred that, with or without notice, lapse of time, or both, would reasonably be expected to constitute a default or breach or a failure to satisfy a condition precedent on the part of Purchaser or any affiliate of Purchaser or, to the knowledge of Purchaser, any other party thereto under the terms and conditions of the Debt Financing Commitments. Purchaser has paid in full any and all commitment fees or other fees required to be paid pursuant to the terms of the Debt Financing Commitments and the Fee Letters on or before the date of this Agreement. As of the date hereof, (i) none of the Debt Financing Commitments or Fee Letters has been modified, amended or otherwise altered (and no such modification, amendment or alteration is contemplated by Purchaser or, to the knowledge of Purchaser, any other party thereto) and (ii) none of the respective commitments under any of the Debt Financing Commitments have been withdrawn, terminated or rescinded (and no such withdrawal, termination or rescission is contemplated by Purchaser or, to the knowledge of Purchaser, any other party thereto).

(e) Purchaser is not entering into this Agreement or the Debt Financing Commitment with the intent to hinder, delay or defraud either present or future creditors. Assuming (i) satisfaction of the conditions to Purchaser's obligation to consummate the transactions contemplated hereby and (ii) the payment of the Purchase Price to the Seller, payment of all amounts required to be paid in connection with the Closing and the other transactions contemplated hereby, and payment of all related fees and expenses, Purchaser will be Solvent as of the Closing Date and immediately after the consummation of the transactions contemplated hereby. For the purposes of this Agreement, the term "Solvent" when used with respect to any person, means that, as of any date of determination (a) the amount of the "fair saleable value" of the assets of such person will, as of such date, exceed (i) the value of all "liabilities of such person, including contingent and other liabilities," as of such date, as such quoted terms are generally determined in accordance with applicable laws governing determinations of the insolvency of debtors, and (ii) the amount that will be required to pay the probable liabilities of such person on its existing debts (including contingent and other liabilities) as such debts become absolute and mature, (b) such person will not have, as of such date, an unreasonably small amount of capital for the operation of the businesses in which it is engaged or proposed to be engaged following such date, and (c) such person will be able to pay its liabilities, including contingent and other liabilities, as they mature. For purposes of this definition, "not have an unreasonably small amount of capital for the operation of the businesses in which it is engaged or proposed to be engaged" and "able to pay its liabilities, including contingent and other liabilities, as they mature" means that such person will be able to generate enough cash from operations, asset dispositions or refinancing, or a combination thereof, to meet its obligations as they become due.

AMENDED AND RESTATED INTERIM AGREEMENT

This Amended and Restated Interim Agreement (this "Agreement") is made as of December 9, 2015, by and among SunEdison, Inc., a Delaware corporation ("Parent"), SEV Merger Sub Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), and TerraForm Power, LLC, a Delaware limited liability company ("TERP") (each, a "Party" and collectively, the "Parties"). Capitalized terms used but not defined herein shall have the respective meanings given to them in the Merger Agreement (as defined below) unless otherwise specified in this Agreement.

RECITALS

1. On July 20, 2015, Parent and Merger Sub entered into an Agreement and Plan of Merger (as amended, restated, amended and restated, supplemented or otherwise modified, the "Merger Agreement"), by and among Parent, Merger Sub and Vivint Solar, Inc., a Delaware corporation (the "Company"), pursuant to which Merger Sub will be merged with and into the Company (the "Merger"), with the Company becoming the surviving entity and a wholly-owned subsidiary of Parent.

2. On the date hereof, TERP and Parent have executed an Amended and Restated Purchase Agreement (as amended, restated, amended and restated, supplemented or otherwise modified, the "Purchase Agreement"), pursuant to which TERP has agreed to pay the Purchase Price (as defined in the Purchase Agreement) to Parent in consideration for the acquisition of certain subsidiaries of the Company.

3. Pursuant to the terms of the Purchase Agreement, Parent and TERP have agreed that immediately following the Effective Time under the Merger Agreement (the "Closing"), Parent will cause the Company to transfer to TERP the assets and interests identified on Exhibit A of the Purchase Agreement that will be owned by the Company at Closing (the "Carveout Assets", and such transaction, the "Carveout Transaction"), subject to the terms and conditions set forth in the Purchase Agreement.

4. On or about the date hereof, TERP and Parent have executed a consent agreement (the "Consent"), pursuant to which TERP has consented to certain amendments to the Merger Agreement and the grant by Parent of certain waivers and consents under the Merger Agreement, all as set forth in the Consent.

5. On July 19, 2015 the Parties entered into an Interim Agreement (the "Original IA") memorializing certain agreements among the Parties related to the Merger Agreement and the Purchase Agreement and the Parties desire to amend and restate the Original IA in its entirety.

Therefore, the Parties hereby agree as follows:

1. AGREEMENTS AMONG THE PARTIES.

1.1. Pre-Closing Decisions. TERP agrees that, notwithstanding the pending Carveout Transaction or any provision of the Purchase Agreement, all decisions to be made under and in connection with the Merger Agreement, and the transactions contemplated thereby, shall be made in agreement by both Parent and TERP, each acting in its reasonable discretion; provided, however, that all determinations to be made under and in connection with the Merger Agreement that pertain to the Carveout Assets shall be made by TERP acting in its sole discretion (provided that if any such determination requires a consent to be granted by Parent under the Merger Agreement, TERP shall not unreasonably withhold, condition or delay its consent if Parent is unable to unreasonably withhold, condition or delay its consent under the Merger Agreement and which consent by TERP shall be deemed to be granted five (5) Business Days after written request for such consent has been delivered to TERP by Parent unless TERP shall have denied such consent request in writing).

1.2. Termination Fee. Any Termination Fee paid by the Company or any of its affiliates pursuant to the Merger Agreement or otherwise shall be split between each of Parent and TERP in accordance with their respective Pro Rata Share (as defined in Section 1.4 below). Promptly (and, in any event, within two (2) Business Days) after its receipt of the Termination Fee, Parent shall pay, or cause to be paid, to TERP its Pro Rata Share.

1.3. Certain Obligations.

1.3.1. Other than with respect to the indemnification obligations of TERP set forth in Section 1.3.2 below, Parent hereby agrees to indemnify, defend and hold TERP harmless from any and all losses, liabilities, damages, judgments, settlements and expenses, including reasonable attorneys' fees (collectively, "Losses"), in connection with any suit, action or other proceedings brought by the Company or any other person against TERP, and Parent hereby agrees that it shall be solely responsible for, and indemnify, defend and hold TERP harmless from, any amounts payable by Parent or Merger Sub pursuant to Section 4.05(e) or Section 7.02(b) of the Merger Agreement.

1.3.2. TERP hereby agrees to indemnify Parent and Merger Sub from any and all Losses incurred by Parent and/or Merger Sub (including any reasonable increased out-of-pocket costs to Parent and/or Merger Sub to seek and obtain alternative financing to otherwise fund the Purchase Price not funded by TERP) in connection with any suit, action or other or proceeding brought by the Company against Parent and/or Merger Sub solely in connection with the breach of TERP's obligation to fund the Purchase Price at the time and on the terms set forth in the Purchase Agreement if all of the conditions to funding in the Purchase Agreement were satisfied at the time of such funding failure; provided, however, that TERP's indemnification obligations under this Section 1.3.2 shall be conditioned on (x) neither Parent nor Merger Sub being in breach of its obligations under the Merger Agreement (other than any obligations breached by Parent or Merger Sub solely due to the fact that TERP has breached its obligation to fund its Purchase Price pursuant to the Purchase Agreement) and (y) Parent and Merger Sub being, and demonstrating that they are, ready, willing and able to consummate or cause to be consummated the transactions contemplated by the Merger Agreement and the Purchase Agreement.

1.4. Expense Sharing. Each of Parent and TERP agrees that it will be responsible for its Pro Rata Share of all fees, costs, and expenses (including those of representatives, advisors, agents, and counsel) incurred by Parent, TERP and Merger Sub in connection with the Merger Agreement and the transactions contemplated thereby (the "Merger Expenses"); provided, that TERP shall not otherwise be liable (and shall not be required to reimburse Parent or Merger Sub) for any fees, costs or expenses incurred by Parent or Merger Sub in connection with Parent's or Merger Sub's arranging of financing (including any equity financing); and provided, further, that neither Parent nor Merger Sub shall otherwise be liable (and shall not be required to reimburse TERP) for any fees, costs or expenses incurred by TERP in connection with TERP's arranging of financing (including any equity financing) of the Purchase Price; and provided, further, that the Merger Expenses shall be subject to reallocation in accordance with Section 1.3.1 or Section 1.3.2 in instances where Section 1.3 applies. Notwithstanding the foregoing, each of Parent, Merger Sub and TERP (and following the Closing, the Company) shall bear their own fees, costs and expenses incurred in connection with the Carveout Transaction. "Pro Rata Share" shall mean for Parent and Merger Sub jointly: 58% and for TERP 42%.

1.5. Representations, Warranties and Covenants.

1.5.1. Each Party hereby represents, warrants and covenants to the other Parties that none of the information supplied in writing by such Party specifically for inclusion or incorporation by reference in the Proxy or Information Statement will cause a breach of the representations and warranties of Parent or Merger Sub set forth in Section 3.02(i) the Merger Agreement.

1.5.2. Each Party hereby represents, warrants and covenants to the other Parties that the information supplied in writing by such Party in connection with filings or notifications under, or relating to, Antitrust Law is and will be accurate and complete in all material respects.

1.5.3. Each Party represents and warrants to the other Parties that (i) such Party has full power and authority (including full corporate or other entity power and authority) to execute and deliver this Agreement and to perform its obligations hereunder; (ii) this Agreement constitutes the valid and legally binding obligation of such Party, enforceable in accordance with its terms; and (iii) the execution, delivery and performance of this Agreement and all other agreements contemplated hereby have been duly authorized by such Party.

1.6. Indemnification.

1.6.1. Each Party (an "Indemnifying Party") shall indemnify, defend and hold each other Party (an "Indemnified Party"), its respective successors and assigns, and their respective shareholders, directors, officers, employees and agents, harmless from and against any and all Losses arising from or relating to a breach of this Agreement by the Indemnifying Party.

1.6.2. Without limiting the provisions of the foregoing Section 1.6.1, and notwithstanding any other provision of this Agreement or any other agreement between Parent or any of its affiliates (other than TerraForm Power, Inc. or TERP or any of its subsidiaries), on the one hand, and TERP or any of its subsidiaries, on the other hand (including, without limitation, the Purchase Agreement), Parent hereby agrees to indemnify TERP and its subsidiaries and to hold each of them harmless for any and all Losses arising from or relating to TERP being required to fund all or part of the Purchase Price under the Purchase Agreement in spite of a breach by Parent or Merger Sub of any of their obligations under this Agreement, without which breach TERP would not have had to make all or part of such funding. In furtherance of and not in limitation of the foregoing, Parent shall promptly (and, in any event, on the same Business Day as TERP funds under the Purchase Agreement) reimburse TERP for the full amount of such funding which TERP would not have had to make without such breach by Parent or Merger Sub.

1.7. Carveout Transaction. Parent shall, concurrently with the Closing, transfer the Carveout Assets to TERP, and Parent and TERP shall enter into one or more definitive agreements in addition to the Purchase Agreement with respect to the Carveout Transaction (together with the Purchase Agreement, the "Carveout Transaction Agreements"), which Carveout Transaction Agreements shall include the following terms and conditions and other terms and conditions that Parent and TERP approve, each acting in their sole but good faith discretion:

1.7.1. [Reserved].

1.7.2. [Reserved].

1.7.3. Indemnification. With respect to any Carveout Assets transferred to TERP as part of the Carveout Transaction, Parent shall indemnify TERP for any losses (including reduction in projected distributions to TERP from any Carveout Assets), damages, liabilities, costs and expenses suffered or incurred by TERP as a result of:

(i) the IRS determining that the purchase price of any solar system that is a part of any Carveout Asset exceeded its actual fair market value ("FMV") (including, but not limited to, FMV determinations inferred from the purchase price paid by TERP for such Carveout Asset);

(ii) a breach or inaccuracy in any tax representations or warranties made to TERP in the documentation for any Carveout Assets;

(iii) any inaccuracy in a tax assumption in any "base case model" approved by TERP for such Carveout Asset;

(iv) the imposition of any real or personal property taxes upon any solar system that is a part of any Carveout Asset that are in excess of those projected in the "base case model" approved by TERP for such Carveout Asset within the first 5 years of Closing;

(v) any transfer taxes being imposed on TERP in connection with the transfer of ownership of the Carveout Assets to TERP;

(vi) any fines, penalties or other Losses incurred by TERP as a result of any breach of any consumer protection laws, including any rules or regulations of the Consumer Financial Protection Bureau, with respect to the Carveout Assets (including the applicable solar systems and customer agreements);

(vii) the failure to obtain the consent of any third parties with respect to the transfer of the Carveout Assets to TERP pursuant to the Purchase Agreement; and

(viii) a breach or inaccuracy in any representations or warranties, or any of the Company's or its subsidiaries' covenants in the equity capital contribution agreement, limited liability company operating agreement, EPC agreement or other transaction documents relating to any of the Carveout Assets, including representations, warranties and covenants regarding the applicable solar systems and customer agreements, compliance with laws and regulations (including consumer protection laws and regulations) tax items, governmental permits and approvals, system warranties, environmental and regulatory matters and homeowner credit metrics and other portfolio composition requirements, including geographic diversity and technology, all with market standard survival periods after the Closing Date.

1.7.4. O&M Agreement. Parent shall perform certain repair obligations and other services with respect to the Carveout Assets pursuant to one or more agreements (jointly, the "O&M Agreements") between Parent and TERP, which shall be entered into concurrently with the Closing and be consistent with the terms set forth on Exhibit A attached hereto.

1.8. Long-Term Dropdown Framework Agreement. Concurrently with the Closing, Parent (or a subsidiary of Parent whose obligations are guaranteed by Parent pursuant to a guarantee reasonably acceptable to TERP) and TERP (or a subsidiary of TERP whose obligations are guaranteed by TERP

pursuant to a guarantee reasonably acceptable to Parent) shall enter into a long-term framework agreement (together with any ancillary agreements, the "US RSC Dropdown Agreement") for the dropdown of a certain number of US residential and small commercial solar projects developed and constructed by the Company and its subsidiaries following the Closing, which US RSC Dropdown Agreement shall also grant TERP a call right with respect to any such projects beyond the committed dropdown number, all based on the terms set forth on Exhibit B hereto.

1.9. Finalization of Agreements. Parent and TERP shall negotiate in good faith to finalize the forms of the additional Carveout Transaction Agreements, the O&M Agreements, the US RSC Dropdown Agreement and any ancillary agreements that may be necessary or convenient, within thirty (30) days after the date of this Agreement, and in any event prior to the Closing; provided that, as regards TERP, the terms of such agreements shall be subject to approval by its Corporate Governance and Conflicts of Interest Committee of its Board of Directors.

1.10. Notices under Merger Agreement. Each of Parent and Merger Sub agrees to promptly provide TERP with copies of any demands, notices, requests, consents, or other communications that are received by Parent or Merger Sub pursuant to the Merger Agreement.

2. **MISCELLANEOUS.**

2.1. Termination. This Agreement shall become effective on the date hereof and shall terminate upon the earliest of (i) the Closing of the Carveout Transaction and the entry into the US RSC Dropdown Agreement as contemplated herein and (ii) the termination of the Merger Agreement; provided, however, that any liability for failure to comply with the terms of this Agreement shall survive any such termination. Notwithstanding the foregoing, Article 2, and Sections 1.3, 1.4, 1.5, 1.6 and 1.7.3 of this Agreement shall survive indefinitely following the termination of this Agreement.

2.2. Amendment. This Agreement may be amended or modified and the provisions hereof may be waived, only by an agreement in writing signed by each of the Parties.

2.3. Severability. In the event that any provision hereof would, under applicable law, be invalid or unenforceable in any respect, such provision shall be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with applicable law. The provisions hereof are severable, and any provision hereof being held invalid or unenforceable shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

2.4. No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement or any document or instrument delivered in connection herewith, and notwithstanding the fact that certain of the Parties may be partnerships or limited liability companies, by its acceptance of the benefits of this Agreement, Parent and each other Party acknowledges and agrees that no Person other than the Parties has any obligations hereunder and that Parent and each other Party has no right of recovery under this Agreement or in any document or instrument delivered in connection herewith, or for any claim based on, in respect of, or by reason of, such obligations or their creation, against, and no personal liability shall attach to, the former, current and future equity holders, controlling persons, directors, officers, employees, agents, affiliates, members, managers, general or limited partners or assignees of the Parties or any former, current or future stockholder, controlling person, director, officer, employee, general or limited partner, member, manager, affiliate, agent or assignee of any of the foregoing, in each case, other than the Parties hereto (collectively, each a "Non-Recourse Party"), through Parent, Merger Sub, the Company or otherwise, whether by or through attempted piercing of the corporate veil, by or through a claim by or on behalf of Parent, Merger Sub or the Company against any Non-Recourse Party, by the enforcement of any assessment or by any legal or equitable proceeding, by

virtue of any statute, regulation or applicable law, or otherwise. Nothing set forth in this Agreement shall confer or give or shall be construed to confer or give to any Person other than the Parties hereto (including any Person acting in a representative capacity) any rights or remedies against any Person other than as expressly set forth herein.

2.5. Further Assurances. Each Party agrees to act in good faith and to execute such further documents and perform such further acts as may be reasonably required to carry out the provisions of the Merger Agreement and the transactions contemplated thereby and effectuate the Carveout Transaction.

2.6. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or non-U.S. statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

2.7. Governing Law; Consent to Jurisdiction. THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF TO THE EXTENT THAT SUCH PRINCIPLES WOULD DIRECT A MATTER TO ANOTHER JURISDICTION. Each Party hereby irrevocably submit to the exclusive personal jurisdiction of the Court of Chancery of the State of Delaware, or to the extent such court does not have subject matter jurisdiction, the United States District Court for the District of Delaware (the "Chosen Courts") solely in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in the Chosen Courts or that the Chosen Courts are an inconvenient forum or that the venue thereof may not be appropriate, or that this Agreement or any such document may not be enforced in or by such Chosen Courts, and the Parties hereto irrevocably agree that all claims relating to such action, suit or proceeding shall be heard and determined in the Chosen Courts. The Parties hereby consent to and grant any such Chosen Court jurisdiction over the person of such parties and, to the extent permitted by Law, over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action, suit or proceeding in the manner provided in this Section 2.7 or in such other manner as may be permitted by law shall be valid, effective and sufficient service thereof.

2.8. WAIVER OF JURY TRIAL. EACH OF PARENT, MERGER SUB, AND TERP ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PERSON HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PERSON MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH OF PARENT, MERGER SUB AND TERP CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY TO THIS AGREEMENT HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH ACTION, SUIT OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) SUCH PERSON UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (c) SUCH PERSON MAKES THIS WAIVER VOLUNTARILY

AND (d) SUCH PERSON HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 2.8.

2.9. Exercise of Rights and Remedies. No delay of or omission in the exercise of any right, power or remedy accruing to any Party as a result of any breach or default by any other Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later, nor shall any such delay, omission or waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after such waiver. For the avoidance of doubt, nothing in the Purchase Agreement shall prejudice any rights of TERP under this Agreement.

2.10. Other Agreements. This Agreement amends, restates and supersedes the Original IA in its entirety. This Agreement, together with the agreements referenced herein, constitutes the entire agreement, and supersedes all prior agreements, understandings, negotiations and statements, both written and oral, among the parties or any of their affiliates with respect to the subject matter contained herein except for such other agreements as are referenced herein which shall continue in full force and effect in accordance with their terms.

2.11. Assignment. This Agreement may not be assigned by any Party or by operation of law or otherwise without the prior written consent of each of the other Parties, except for any collateral assignment of rights hereunder to any Party's financing parties. Any attempted assignment in violation of this Section 2.11 shall be null and void.

2.12. No Representations or Duty. (a) Except as expressly provided herein, each Party specifically understands and agrees that no Party has made or will make any representation or warranty with respect to the terms, value or any other aspect of the transactions contemplated hereby, and each Party explicitly disclaims any warranty, express or implied, with respect to such matters from any other Party. In addition, each Party specifically acknowledges, represents and warrants that it is not relying on any other Party (i) for its due diligence concerning, or evaluation of, the Company or its assets or businesses, including but not limited to the Carveout Assets, (ii) for its decision with respect to making any investment contemplated hereby or (iii) with respect to tax and other economic considerations involved in such investment.

(b) In making any determination contemplated by this Agreement, each Party may make such determination in its sole and absolute discretion, taking into account only such Party's own views, self-interest, objectives and concerns, except as expressly provided herein. No Party shall have any fiduciary or other duty to any other Party except as expressly set forth in this Agreement.

2.13. Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

2.14. Notices. All demands, notices, requests, consents, and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered by courier service, messenger, or telecopy at, or if duly deposited in the mails, by certified or registered mail, postage prepaid — return receipt requested, to each Party at the address set forth on the signature pages hereto, or any other address designated by such Party in writing to the other Parties.

2.15. Specific Performance. The Parties agree that irreparable damage may occur and that the parties may not have any adequate remedy at law in the event that any of the provisions of this Agreement

were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, in the event of any breach or threatened breach by any other Party of any covenant or obligation contained in this Agreement, the non-breaching Party shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, without the necessity of posting bonds or similar undertakings in connection therewith, this being in addition to any other remedy which may be available to such non-breaching Party at law or in equity, including monetary damages.

[*Signature pages follow*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement (or caused this Agreement to be executed on its behalf by its officer or representative thereunto duly authorized) as of the date first above written.

SUNEDISON, INC.

By: /s/ Ahmad Chatila
Name: Ahmad Chatila
Title: President and Chief Executive Officer

SEV MERGER SUB, INC.

By: /s/ Ahmad Chatila
Name: Ahmad Chatila
Title: President and Chief Executive Officer

Address for Notices:

13736 Riverport Drive, Suite 180
Maryland Heights, MO 63043
Attn: CFO & General Counsel

TERRAFORM POWER, LLC

By: /s/ Brian Wuebbels
Name: Brian Wuebbels
Title: President and Chief Executive Officer

Address for Notices:

7550 Wisconsin Ave, 9th Floor
Bethesda, MD 20814
Attn: CFO & General Counsel

EXHIBIT A

TERMS OF O&M AGREEMENTS

[See Attached]

SUMMARY OF TERMS AND CONDITIONS

O&M AGREEMENTS FOR VIVINT SOLAR DROPDOWNS

A. PARTIES TO THE TRANSACTION:

Vivint Solar:	Vivint Solar, Inc., a Delaware corporation
TerraForm:	TerraForm Power, LLC, a Delaware limited liability company
SunEdison Guarantor:	SunEdison, Inc., a Delaware corporation
Service Provider(s):	SunEdison/Vivint Solar affiliate(s)

B. OVERVIEW OF AGREEMENT:

General: It is expected that TerraForm will acquire (directly or indirectly) a fleet of operating residential rooftop photovoltaic solar energy systems (the "Portfolio"), including through the acquisition of the "sponsor" interest in a series of tax equity financing vehicles. Some of these financing vehicles are open to future assets placed in service.

Pursuant to one or more agreements Vivint Solar will agree to undertake certain repair obligations with respect to the Portfolio.

Additionally, Vivint Solar will, or will cause one or more of the Service Providers to, enter into one or more service contracts to provide ongoing operations and maintenance, asset management, and other agreed services to the extent not provided for under existing contractual arrangements with respect to the Portfolio.

Furthermore, Vivint Solar will agree to provide ongoing operations and maintenance, asset management, and other agreed services with respect to (i) any other systems developed, sourced, or constructed by Vivint Solar under previous (pre-acquisition) arrangements and subsequently acquired by TerraForm (directly or indirectly) and are also not currently subject an agreed servicing arrangement and (ii) future systems (that may be developed, sourced, or constructed by SunEdison that are expected to be, but are not currently, sold or otherwise transferred to TerraForm (primarily through future tax equity vehicles) (the "Future Portfolio").

C. SUMMARY OF RETROFIT REPAIRS AND EXTENDED ROOF PENETRATION WARRANTY COVERAGE:

Terms: Vivint Solar agrees to inspect the Portfolio within 18 months of acquisition of the Portfolio, and to upgrade, repair, retrofit, or otherwise ensure the Portfolio is in compliance with the customer agreements, applicable laws, including local codes, major equipment manufacturer's recommendations and warranties, and Prudent Solar Industry Practices, in each case as determined in TerraForm's reasonable discretion in consultation with Vivint Solar.

Vivint Solar agrees to indemnify and hold TerraForm harmless from any third party claims, costs, expenses, losses and damages (including costs of investigation, administration and repair) to

	the extent arising from a customer roof penetration warranty claim under any residential customer agreement associated with the Portfolio (to the extent such customer agreements are originated after the date hereof) and the Future Portfolio; provided that such residential customer agreement provides for a roof penetration warranty with a minimum stated term of greater than five years (for the avoidance of doubt, this shall not include a roof penetration warranty term greater than five years due solely to the remainder of the term of the customer's roofing warranty) and provided further that the roof penetration warranty claim would not otherwise be a valid claim prior to the five year anniversary of such roof penetration warranty term. For purposes of this term sheet, "Prudent Industry Practices" shall include those practices, methods, acts and equipment, as changed from time to time, that are engaged in or approved by a significant portion of the residential photovoltaic solar energy electrical generation industry operating in the applicable jurisdiction in which a PV system is located that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with applicable law (including consumer protection laws), codes, standards, equipment manufacturer's recommendations, reliability, safety, environmental protection, dependability, efficiency and economy. Prudent Industry Practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to be a spectrum of good and proper practices, methods and acts.
Commitment:	To the extent not covered by any existing service or construction agreements with respect to the Portfolio, Vivint Solar's liability for such repair and retrofit as described immediately above shall be limited to $100 million.
Guaranty:	The repair and retrofit payment obligations and indemnity obligations related to the extended roof penetration warranty coverage of Vivint Solar will be guaranteed by SunEdison Guarantor.
Standard of Performance:	Vivint Solar warrants that it, or the Service Providers, will perform such repairs in a good and workmanlike manner and that all such repairs shall be free from defects in workmanship for a period of twelve (12) months after the completion of any such service. If any such service or repair provided fails to

satisfy such warranty, Vivint Solar shall perform (or cause the Service Providers to perform), upon notification by TerraForm to Vivint Solar at Vivint Solar's own cost and expense and without additional charge to TerraForm, the services necessary to repair, re-perform, or otherwise correct any such defect or deficiency promptly, even if such performance to address such defect or deficiency shall exceed such twelve month warranty period.

D. SUMMARY OF SERVICE OBLIGATIONS

Terms: The parties will enter into a master operation and maintenance and administrative service agreement (the "O&M Agreement") with a term of ten years unless terminated earlier pursuant to the terms thereof. Notwithstanding the foregoing, (i) the O&M Agreement shall automatically renew for one (1)-year at the end of the initial term or any other prior term, as applicable, unless either Vivint Solar or TerraForm, no later than sixty (60) days prior to expiration of the then current term, provides written notice to the other party that the O&M Agreement shall terminate upon expiration of such term; and (ii) TerraForm may terminate the O&M Agreement at its convenience and for any reason or for no reason whatsoever.

O&M Scope: To the extent not covered by any existing service agreement with respect to the Portfolio and for no additional consideration, Service Provider will keep all systems in good repair, good operating condition, appearance and working order in compliance with the customer agreements, applicable warranties, the manufacturer's recommendations and such Provider's standard practices (but in no event less than Prudent Industry Practices) and (ii) properly service all components of all systems following the manufacturer's written operating and servicing procedures. Such services will include, but not be limited to, the following:

1. Such Service Provider will, at its sole cost and expense, promptly furnish or cause to be furnished to Terraform or its subsidiary (as applicable, the "System Owner") such information as may be requested by System Owner in writing to enable System Owner to file any reports required to be filed by System Owner with any Governmental Authority because of System Owner's ownership of or other interest in any PV system.
2. Such Service Provider will, at its sole cost and expense on behalf of System Owner, as required under the applicable

customer agreements, the manufacturer's recommendations and such Service Provider's standard practices (but in no event less than Prudent Industry Practices), promptly replace or cause to be replaced all parts that may from time to time be incorporated or installed in or attached to a PV system and that may from time to time become worn out, lost, stolen, destroyed, seized, confiscated, damaged beyond repair or permanently rendered unfit for use for any reason whatsoever; provided that for agreed upon non-covered services the Service Provider will be reimbursed by System Owner.

3. Such Service Provider will furnish or cause to be furnished to System Owner promptly upon becoming aware of the existence thereof, a notice stating that a breach of, or a default under, any contractual obligation of such Service Provider or System Owner in respect of any Project has occurred with respect to a customer agreement or this Agreement and specifying the nature and period of existence thereof and what action such Service Provider has taken or is taking or proposes to take with respect thereto, and from time to time such other information regarding the PV Systems or the projects as System Owner may reasonably request.

Service Provider such other O&M services and informational reporting as otherwise agreed to by the parties as are customary.

Asset Management Scope:

To the extent not covered by any existing service agreement with respect to the Portfolio and for no additional consideration, Service Providers will, at their sole cost and expense, administer or cause to be administered all customer agreements and residential PV systems. Such Service Provider's obligations under will include, but not limited to, the following:

1. Service Provider will (a) deliver periodic bills to all host customers, (b) use commercially reasonable efforts to, on behalf of TerraForm, collect from all host customers all monies due under the customer agreements, (c) manage all communications with or among host customers and (d) cause compliance with customer agreements. Service Providers will assist TerraForm in the enforcement of all customer agreements.

2. Service Provider shall manage and enforce, on behalf of System Owner, all warranty claims with respect to the

Portfolio (to the extent the applicable warranties are retained by the original owner, Service Provider shall cause the original owner to enforce the applicable warranty claims), and obtain and maintain on behalf of System Owner, but at Service Provider's sole cost and expense, customary insurance with respect to the Portfolio; provided that System Owner provides such full and complete cooperation as Service Provider may reasonably require.

3. Such Provider will give prompt written notice to System Owner of each accident likely to result in material damages or claims for material damages against any residential PV system or any such Person or likely to result in a material adverse change to the financial or business condition of System Owner.

4. In the event that as a consequence of the exercise of remedies under a Customer Agreement, a PV system is to be removed from the Host Customer's property, (a) such Provider will remove such PV system from such Host Customer's real property (and store such PV System) and (b) such Provider will use commercially reasonable efforts to remarket and redeploy such PV system following any such removal.

5. Service Provider will manage the transfer of customer agreements for customers who sell or change residences, and, where required by System Owner, evaluate the credit of replacement customers and/or assist System Owner in redeploying the system.

6. Service Provider will provide quarterly unaudited and annual audited financial statements in time periods to be agreed for each tax equity fund and will prepare and file, or cause to be prepared and filed by certified public accountants acting on behalf of System Owner, on a timely basis, all federal, state and local tax returns and related information and filings required to be filed by System Owner, will maintain bank accounts and complete and accurate books and records, and will manage compliance with tax equity and other financing agreements (including required reporting), and Service Provider shall bear the costs and expenses of the foregoing (including costs and expense of third party professionals, including tax and audit).

7. Service Providers will provide any additional administrative services with respect to the Portfolio as otherwise agreed to by the parties.

Pricing:	The aggregate fees for all O&M and asset management services under the O&M Agreement and under any existing services agreements relating to the Portfolio shall not exceed $20.00/kW per year for the period ending December 31, 2016, escalating at up to 2.3% per year thereafter, until the tenth anniversary of the Closing Date.

E. FUTURE SERVICING:

General:	Pursuant to one or more servicing agreements to be mutually agreed upon, Vivint Solar will provide operations and maintenance, asset management, and other agreed services with respect to the Future Portfolio. Such agreements are expected to be between Vivint Solar and/or the Service Providers and future tax equity funds of which TerraForm has an interest and contain standard market terms and conditions at the time of execution. SunEdison and Vivint Solar currently anticipate the year 1 pricing for such services to be $28/kW/year for 2016 funds; $27/kW/year for 2017 funds; $26/kW/year for 2018 funds; $25/kW/year for 2019 funds; and $24/kW/year for 2020 funds assuming current market terms and conditions and scope of services, in each case to escalate at a rate of 2.3% per year. To the extent any additional services are separately requested by TerraForm, TerraForm and Vivint Solar may enter into a separate master agreement mutually acceptable to the parties.

F. MISCELLANEOUS:

Governing Law:	New York.
Confidentiality:	The parties agree that the contents of this Term Sheet are confidential and may not be released to any unrelated parties without the prior written consent of the other party.
Assignment:	Vivint Solar will be permitted to transfer its obligations to an affiliate so long as such affiliate is creditworthy, based on criteria to be decided, or such affiliate's obligations are guaranteed by SunEdison, Inc. or Vivint Solar.

EXHIBIT B

TERMS OF US RSC DROPDOWN AGREEMENT

[See Attached]

Exhibit B

Summary of the Take/Pay Agreement

This Summary outlines certain terms of the Take/Pay Agreement referred to in the Commitment Letter. Certain capitalized terms used herein are defined in the Commitment Letter.

Purchaser: TerraForm Power, LLC, a Delaware limited liability company ("**TERP**").

At any time on or after the Closing Date, TERP's obligations under the Take/Pay Agreement (including with respect to any individual portfolio of residential solar systems or rights thereto) may be satisfied, in whole or in part in a minimum quantity of at least 50 MWs, for any period of time, by one or more of the following:

(a) a bankruptcy remote special purpose entity (a "**SPE**") to be funded by an asset-backed securities ("**ABS**") committed warehouse line of credit facility, which may be syndicated, and an equity commitment from a person or entity with equivalent or better credit quality than that of TERP immediately prior to the time of entry into such warehouse line of credit facility or arrangement contemplated pursuant to clause (b) below, as applicable (a "**Qualified Replacement Entity**");

(b) a Qualified Replacement Entity as the purchaser under the Take/Pay Agreement or under another arrangement (whether or not in form similar to the Take/Pay Agreement) which contains purchase price criteria that are equivalent or more favorable, taken as a whole and with respect to the subject assets, to the Borrower than the Take/Pay Agreement; or

(c) a designated subsidiary of TERP,

in the case of clause (a), (b) or (c), subject to reasonable conditions and criteria relating to customary "know-your-customer" deliverables, Patriot Act and governmental approvals; provided, however, that in all such cases set forth in clauses (a), (b) and (c) above, TERP shall remain obligated to perform all obligations under the Take/Pay Agreement in any applicable period which are not performed by any such SPE, Qualified Replacement Entity or designated subsidiary of TERP (pursuant to clause (c) above), as applicable, within such applicable period.

Such entities, as applicable, being referred to collectively as the "**Purchaser**".

Seller: The Borrower under the Term Facility (the "**Seller**").

Term: From the Closing Date of the Term Facility until December 31, 2020.

Take/Pay Obligation; Purchases: During the Term, Purchaser shall be obligated to purchase from Seller and its subsidiaries, and Seller and its subsidiaries shall be obligated to sell to Purchaser, from time to time (subject to minimum size and timing requirements set forth in the definitive documentation), the "cash" or "sponsor" equity position in tax equity partnerships or funds arranged by Seller for purchasing residential solar systems (the "**Solar Residential Systems**") developed and constructed by Seller in an amount up to the Annual Maximum Commitment (as defined below) and subject to the satisfaction (or waiver by the Purchaser) of the Purchase Conditions (as defined below) provided, that if the Fair Market Value (as defined below) is materially higher than the Target Return Price (as defined below) at any such time, then, Seller shall conduct a third party marketing effort for a reasonable, to be agreed upon period of time to locate a third party buyer. If Seller is able to locate a third party buyer at a price materially higher than the Target Return Price described herein, Purchaser shall have a right of first refusal to purchase the Solar Residential Systems at the third party price. In the event Seller is unable to locate a third party buyer upon conclusion of such marketing period, Purchaser shall purchase the project in accordance with the terms described herein. Such purchases will occur concurrent with corresponding purchases by tax equity investors in such equity partnerships or funds and will be occurring on a regular basis as assets are ready to be contributed. The exact timing for such purchases is to be agreed but expected to occur on a monthly basis and the proceeds of which will be deposited into a borrower revenue account. True-ups would be expected to occur consistent with past practices, but the amounts of the true-ups are expected to be minimal and capable of being supported by funds available in such revenue account. If that is not the case, reserve accounts to support such true-ups may be required.

The contribution obligation of Purchaser with respect to such Solar Residential Systems will equal the lesser of (a) Fair Market Value (as defined below) of such cash or sponsor equity position at the time of the purchase, as supported by an appraisal delivered by a Qualified Appraiser (as defined below), as calculated in dollars per watt, and (b) a price (the "Target Return Price"), calculated in dollars per watt, that, as of the time of such Purchase, is expected to achieve the target return parameters for the Purchaser set forth in the table below based on the Pricing Assumptions:

Year	2016	2017	2018	2019	2020
IRR – Pre-tax 30 Year Unlevered	7.75%	7.75%	8.00%	8.00%	8.00%
C/C – Year 1 Unlevered	8.50%	8.50%	8.50%	8.50%	8.50%
C/C – 20 Year Avg. Unlevered	9.00%	9.00%	9.00%	9.00%	9.00%

	"**Fair Market Value**" means, with respect to any Solar Residential System or group of Solar Energy Systems, the price at which such Solar Energy System or group of Solar Energy Systems would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the relevant facts. "**Qualified Appraiser**" means a nationally recognized third-party appraiser that (i) is qualified to appraise independent solar electric generating businesses, (ii) has been engaged in the appraisal or business valuation and consulting business for no fewer than five years, (iii) is not an affiliate of either Purchaser or Seller and (iv) is mutually agreed upon by both Purchaser and Seller. In connection with each purchase of Solar Residential Systems, Purchaser and Seller shall negotiate in good faith to enter into a purchase and sale agreement and other associated documentation with tax equity providers arranged by Seller, containing the terms set forth herein and other terms as may be agreed between Purchaser and Seller with respect to such purchase. For the avoidance of doubt, Purchaser's obligation to pay its portion of the purchase prices for Solar Residential Systems under the Take/Pay Agreement shall be netted and offset against the amount of prepayments for systems transferred to Purchaser as of the end of 2015 pursuant to the TERP Prepayment (to be defined based on the aggregate portion of purchase prices of solar systems expected to be transferred to Purchaser by the end of 2015 in a manner agreeable to the parties).
Annual Maximum Commitment:	In each calendar year of the Term, Purchaser shall not be required to purchase Solar Residential Systems having aggregate megawatts (DC) (when considered together with all other such purchases in such calendar year from Seller and its subsidiaries) in excess of 400 megawatts (DC) during the 2016 calendar year or in excess of 450 megawatts (DC) during any subsequent calendar year (the "**Annual Maximum Commitment**"), which Annual Maximum Commitment shall be reduced (a) without duplication, by an equivalent amount (measured in megawatts (DC) and any fractions thereof) for any solar residential assets actually purchased and paid in cash by an SPE or Qualified Replacement Entity and (b) to zero megawatts (DC) if the Term Facility expires or is satisfied, terminated, repaid, refinanced or renewed, other than in connection with a foreclosure or other exercise of remedies in respect thereof, prior to the expiration of the Term hereof.

Purchaser Call Right:	At any time during the Term, TERP shall have a call right option, in its sole discretion, to purchase the solar systems developed and constructed by Seller in excess of the Annual Maximum Commitment at a purchase price equal to the Fair Market Value thereof.
Pricing Assumptions:	The Pricing Assumptions are as follows: • the average FICO score of the customers leasing or purchasing power from such Solar Residential Systems shall be greater than 740; • renewable energy credit pricing shall reflect then current market pricing for a 3-year forward hedge with merchant SREC prices reflected after that period through the end of the Term, at the discretion of Purchaser; • 30-year underwriting term and agreed geographic concentration limits; • residual value given to years 21-30 based on a to be agreed haircut to revenue; • the annual default rate of the customers leasing or purchasing power from such Solar Residential Systems shall be less than an amount to be agreed and customer agreements shall be generally consistent with past practices for Seller's and Purchaser's existing tax equity funds and comply with consumer laws; • the energy production estimate process shall be confirmed by an independent engineer to be agreed between Purchaser and Seller; and • all such Solar Residential Systems shall be comprised of modules/inverters and shall be covered by equipment warranties reasonably acceptable to Purchaser. It is understood and agreed that the Pricing Assumptions shall generally be consistent with and in any shall not be more restrictive, when taken as a whole, with customary practices for Seller's and Purchaser's existing tax equity funds.
Representations and Warranties:	Customary for tax equity fund purchase arrangements, but in no event more restrictive than what is required by the applicable tax equity investors in the applicable tax equity partnership or funds that are purchasing the applicable systems.
Conditions Precedent:	Customary for tax equity fund purchase arrangements, but in no event more restrictive than what is required by the applicable tax equity investors in the applicable tax equity partnership or funds that are purchasing the applicable systems.

Covenants:	Customary for tax equity fund purchase arrangements, but in no event more restrictive than what is required by the applicable tax equity investors in the applicable tax equity partnership or funds that are purchasing the applicable systems.
Amendment and Waiver:	The Take/Pay Agreement may only be amended, supplemented, waived or otherwise modified with the prior written consent of each of Seller and Purchaser and, subject to materiality qualifiers to be agreed, the lenders under the Term Facility.
Assignments:	No party to the Take/Pay Agreement may assign any of its rights or obligations thereunder to any other person without the prior written consent of the other party; provided that, the Seller may collaterally assign its rights under the Take/Pay Agreement to the "secured parties" as to be defined and under the Term Facility, and Purchaser shall enter into a customary consent to collateral assignment with such secured parties, or a representative thereof, on the Closing Date of the Term Facility.
Governing Law:	New York.

SunEdison, Inc.
13736 Riverport Drive
Maryland Heights, Missouri 63043

December 9, 2015

TerraForm Power, LLC
7550 Wisconsin Avenue,
9th Floor Bethesda,
Maryland 20814
Attention: General Counsel

VIA EMAIL

RE: Term Facility, Take/Pay and IDR Letter Agreement

Ladies and Gentlemen:

In connection with the proposed acquisition of Vivint Solar, Inc., a Delaware corporation (the "**Company**"), by SunEdison, Inc., a Delaware corporation ("**Parent**"), whereby SEV Merger Sub Inc., a Delaware corporation and wholly-owned subsidiary of Parent, will merge with and into the Company (the "**Merger**"), Parent, Merger Sub and the Company entered into the Agreement and Plan of Merger dated as of July 20, 2015 (as amended, the "**Merger Agreement**").

In connection therewith, Parent and TerraForm Power, LLC, a Delaware limited liability company ("**TERP**"), entered into the Purchase Agreement, dated as of July 20, 2015 (as amended and restated, the "**Purchase Agreement**"), and Parent, TERP and Merger Sub entered into the Interim Agreement, dated as of July 19, 2015 (as amended and restated, the "**Interim Agreement**").

In connection therewith, a newly created wholly-owned subsidiary of Parent (the "**Borrower**"), Goldman Sachs Bank USA, Barclays Bank PLC, Citigroup Global Markets Inc., and UBS Securities LLC will enter into a senior secured term loan facility in the amount of three hundred million dollars ($300,000,000) (the "**Term Facility**").

In connection with the Term Facility, the Borrower and TERP will enter into a take/pay agreement (the "Take/Pay Agreement") obligating TERP to purchase from the Borrower and its subsidiaries, the "cash" or "sponsor" equity positions in equity partnerships or funds arranged by the Borrower for residential solar systems (the "Solar Residential Systems").

In connection with the transactions contemplated by the Merger Agreement, the Purchase Agreement, the Interim Agreement, the Term Facility, and the Take/Pay Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, Parent and TERP hereby agree as follows:

1. Notwithstanding anything to the contrary contained in the Take/Pay Agreement or the Purchase Agreement, Parent shall, and shall cause its affiliates (excluding TerraForm Power, Inc. and its subsidiaries) to, use reasonable best efforts to sell (a) Solar

Residential Systems while the Take/Pay Agreement remains in effect and (b) prior to, at or immediately after the Closing (as defined in the Purchase Agreement), the Purchased Subsidiaries (as defined in the Purchase Agreement) that TERP would otherwise be obligated to purchase under the Take/Pay Agreement and the Purchase Agreement, respectively, to a third-party purchaser or purchasers (excluding TerraForm Power, Inc. and its subsidiaries); provided, however, that Parent shall not, and Parent shall not cause or permit its affiliates (including the Borrower, but excluding TerraForm Power, Inc. and its subsidiaries) to, enter into any agreement with respect to the sale of any such Solar Residential Systems or any such Purchased Subsidiaries or consummate any such sale if the Solar Residential Systems or the Purchased Subsidiaries being sold in such transaction consist of 100 or more megawatts (DC), in each case, without the prior consent of the Corporate Governance and Conflicts Committee of the Board of Directors of TerraForm Power, Inc. (the "**Committee**").

2. Parent shall (a) keep the Committee (and, solely insofar as it relates to the Purchased Subsidiaries, the Company) promptly informed on a current basis as to the status of its efforts and activities to sell the Solar Residential Systems and the Purchased Subsidiaries that TERP would otherwise be obligated to purchase under the Take/Pay Agreement and the Purchase Agreement, respectively, to a third-party purchaser or purchasers (excluding TerraForm Power, Inc. and its subsidiaries) in accordance with Section 1 hereof and of any material decisions, changes or developments in connection therewith, including, but not limited to monthly updates of any syndications of asset-backed securities committed warehouse line of credit facilities (in the case of the Solar Residential Systems), and (b) consult with the Committee (and, solely insofar as it relates to the Purchased Subsidiaries, the Company) in connection with such efforts, activities, decisions, changes and developments and shall consider in good faith the Committee's reasonable input and suggestions with respect thereto. Without limiting the generality of the foregoing, Parent shall promptly notify the Committee (and, solely insofar as it relates to the Purchased Subsidiaries, the Company) of the material terms and conditions of any offer, inquiry or proposal that Parent, the Company, the Borrower or any of their respective affiliates receives from any third party in respect of the sale or potential sale of the Solar Residential Systems and the Purchased Subsidiaries, pursuant to Section 1, which notice shall include the identity of the third party or parties that have made any such offer, inquiry or proposal, and Parent shall as promptly as practicable provide to the Committee upon request copies of all documentation and correspondence relating thereto.

3. Notwithstanding anything to the contrary contained in the Purchase Agreement, if (a) Parent, the Company or any of its subsidiaries enters into one or more purchase and sale agreements or other similar agreements (each such agreement, an "**Alternative Sale Agreement**") to sell one or more Purchased Subsidiaries (each such Purchased Subsidiary, an "**Alternative Sale Purchased Subsidiary**") to a third-party purchaser or purchasers other than TerraForm Power, Inc. or any of its subsidiaries between the date hereof and the Closing (as defined in the Merger Agreement, the "**Merger Closing**") and (b) the Merger Closing occurs (including that Parent has wired to the Paying Agent under the Merger Agreement the full cash portion of the Merger Consideration and has available cash funds to pay its other obligations in connection with the Merger), then (1) TERP shall be automatically relieved of all of its obligation under the Purchase Agreement to purchase the Purchased Interests (as defined in the Purchase Agreement) of each Alternative Sale Purchased Subsidiary, (2) each such Alternative Sale Purchased Subsidiary shall automatically no longer be a Purchased Subsidiary for any purpose under the Purchase Agreement and (3) no Purchase Price (as defined in the Purchase Agreement) shall be owed or paid by TERP to Parent at the Closing (as defined in the Purchase Agreement) in respect of such Alternative Sale Purchased Subsidiaries, in each case of clauses (1), (2) and (3), without any further action being required by any entity or person. If Parent, the Company or any of its subsidiaries enters into an Alternative Sale Agreement, Parent shall ensure that such Alternative Sale Agreement will not limit TERP's ability or obligation to purchase the Purchased Subsidiaries at a time that TERP is required to make such purchase pursuant to the terms of the Purchase Agreement.

4. Parent and TERP acknowledge and agree that, to the extent Parent, the Company or any of its subsidiaries sells any Purchased Subsidiary to any third-party purchaser or purchasers in accordance with Section 1 and the purchase price in such transaction is less than the portion of the Purchase Price that would otherwise be payable by TERP under the Purchase Agreement in respect of such Purchased Subsidiary, neither TerraForm Power, Inc, TERP nor any of their respective subsidiaries shall have any obligation to pay or reimburse the amount of such difference in price to Parent, the Company or any of its subsidiaries and such difference in price shall be entirely for the account of Parent.

5. Parent shall use its reasonable best efforts to manage or cause the management of the Borrower in accordance with prudent industry practices and in a cost efficient manner in order to cause the repayment in full of the Term Facility by December 31, 2016.

6. In accordance with the Commitment Letter for the Term Facility, the Parent will make a $100 million Equity Contribution (as defined in Annex C of the Commitment Letter) to the Borrower concurrent with the closing of the Term Facility.

7. On December 31, 2016, Parent shall, or shall cause the Borrower to, repay the Term Facility in an amount equal to the lesser of (a) $25,000,000 and (b) the amount of outstanding principal and accrued and unpaid interest under the Term Facility as of December 31, 2016.

8. Parent shall include on the agenda for the next full meeting of its Board of Directors scheduled for January 2016 a review by the directors of the minimum quarterly distribution tiering on Incentive Distribution Rights with TerraForm Power, Inc. and its applicable subsidiaries.

9. Each party to this letter agreement hereby represents and warrants to the other parties as follows: (a) such party has the requisite corporate or other legal entity power and authority to execute and deliver this letter agreement; (b) the execution and delivery of this letter agreement by such party has been duly and validly authorized by all necessary corporate or other legal entity action, and no other corporate or other legal entity proceedings on the part of such party are necessary to authorize this letter agreement; and (c) this letter agreement has been duly executed and delivered by such party and, assuming the due authorization, execution and delivery by such other parties, constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, preference, fraudulent transfer, moratorium or other similar laws relating to or affecting the rights and remedies of creditors and by general principles of equity. This letter agreement and any obligations of the undersigned parties shall be binding upon the successors, assigns, heirs or personal representatives of each of the undersigned parties.

10. This letter agreement and any claim, controversy or dispute arising under or related to this letter agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflict of laws principles thereof.

11. This letter agreement shall not modify the terms of the Merger Agreement or the Interim Agreement in any way, and the Merger Agreement and the Interim Agreement shall remain in full force and effect in accordance with its terms. This letter agreement

shall not modify the terms of the Take/Pay Agreement once it is entered into, and neither TERP nor any of its subsidiaries shall be relieved of, or have any right of setoff in respect of or defense, counterclaim or other legal or equitable discharge of, any of its obligations arising out of the Take/Pay Agreement by virtue of this letter agreement or any claims it may have against Parent or any of its affiliates (including, without limitation, the Borrower) hereunder. This letter agreement may be executed in multiple counterparts and transmitted by facsimile or by electronic mail in "portable document format" ("**PDF**") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a party's signature. Each such counterpart and facsimile or PDF signature shall constitute an original and all of which together shall constitute one and the same agreement.

12. Each of Parent and TERP expressly agree that any breach or failure to perform by Parent of its obligations or agreements under this letter agreement shall not constitute a breach or failure to perform by Parent of its obligations or agreements under the Purchase Agreement, the Interim Agreement or the Take/Pay Agreement or otherwise constitute a failure of any condition to be satisfied under the Purchase Agreement, the Interim Agreement or the Take/Pay Agreement.

13. The parties hereto may extend, waive, amend, supplement, terminate or otherwise modify any term of this letter agreement by mutual agreement; provided, however, that any such extension, waiver, amendment, supplement, termination or other modification to this letter agreement at any time prior to Closing (as defined in the Purchase Agreement) (1) to the terms of Section 2, 3, 12, 13 or 14 or (2) that would otherwise be materially adverse to the interests of the Company, in each case, shall be subject to the prior written consent of the Company (which consent shall not be unreasonably withheld, conditioned or delayed). For the avoidance of doubt, notwithstanding anything to the contrary herein, nothing in this letter shall create any privity of contract between the Company and TERP.

14. Nothing in this letter agreement is intended to confer, and does not confer, on any person or entity, other than Parent and TERP, any legal or equitable right, remedy or claim, except that the provisions of Sections 2, 3, 12, 13 and 14 of this letter agreement shall be enforceable by the Company against the Parent.

15. Nothing in this letter agreement represents or shall be deemed for any purpose to represent a complete statement of any party's rights and nothing contained herein constitutes or shall be deemed for any purpose to constitute an express or implied waiver of any rights, claims, counterclaims, defenses or remedies in connection with the transactions contemplated by the Merger Agreement, the Purchase Agreement, the Interim Agreement or this letter agreement, all of which are expressly reserved.

[*Remainder of Page has Intentionally Been Left Blank; Signature Page Follows****]***

SUNEDISON, INC.

By: /s/ Ahmad Chatila
Name: Ahmad Chatila
Title: President and Chief Executive Officer

ACKNOWLEDGED AND AGREED:

TERRAFORM POWER, LLC

By: /s/ Brian Wuebbels
Name: Brian Wuebbels
Title: Chief Executive Officer

Exhibit 99.1

TerraForm Power Announces Improved Terms for the Acquisition of the Vivint Solar Portfolio

- **Expected purchase price reduced from $922 million to an estimated $799 million**
- **TerraForm Power to only pay for installed systems at closing**

BETHESDA, Md., Dec. 9, 2015 — TerraForm Power, Inc. (Nasdaq: TERP), a global owner and operator of clean energy power plants, today announced that it has revised and improved the terms of its agreement to acquire the Vivint Solar portfolio of installed residential rooftop solar systems in connection with the planned merger of Vivint Solar, Inc (NYSE: VSLR) with a subsidiary of SunEdison, Inc (NYSE: SUNE).

Improvements in the terms of the initial portfolio purchase

Under the revised agreement, the consideration paid will be calculated based on the number of megawatts ("MW") of installed solar system in the acquired portfolio multiplied by $1.70 per watt, rather than the previously contemplated pre-set amount of $922 million before fees. At the estimated 470 MW portfolio size at closing, this would result in a purchase price of approximately $799 million before fees. This would represent a reduction of approximately $123 million in consideration paid for the portfolio compared to the original agreement – with approximately $30 million in savings from lower price per watt, and approximately $93 million from reduced MW volume, with the exact amount of such savings depending on the date of the closing of the merger between SunEdison and Vivint Solar, Inc., which is expected to occur in the first quarter of 2016. As a result of the amendment, TerraForm Power will no longer receive the originally contemplated short-term interest bearing note from SunEdison for residential solar systems that are not delivered on the closing date.

TerraForm Power also expects to be able to assume the aggregation facility that is already in place for the portfolio, thereby reducing its expected cash payment obligation by approximately $236 million to an estimated $563 million. TerraForm Power continues to maintain an unsecured bridge financing commitment from its lenders with respect to its payment obligations under the purchase agreement. In addition, TerraForm Power is actively evaluating selling some or all of this initial portfolio to a third party.

Improvements in the terms of the Take/Pay agreement

In addition, TerraForm Power and SunEdison also amended the terms of the contemplated take/pay agreement for the future acquisition of residential solar systems by TerraForm Power from SunEdison so that TerraForm Power's obligation to purchase the cash equity interest in residential solar systems from SunEdison has been reduced to 400 MW in 2016 and 450 MW for each of the four years thereafter (the "Take/Pay agreement").

Any assets that TerraForm Power acquires are to be purchased at fair market value, subject to downward price adjustment to achieve certain minimum returns. The Take/Pay agreement is required to secure the $300 million term loan facility that SunEdison intends to enter into to partially fund the Vivint Solar transaction.

As part of the revised terms for the Take/Pay agreement, TerraForm Power now has the ability to utilize an asset-backed-security structure to reduce its obligations under the Take/Pay agreement. In addition, SunEdison has also agreed to use reasonable best efforts to sell the residential systems that TerraForm Power would otherwise be obligated to purchase (under the Take/Pay agreement) to third parties.

Finally, based on SunEdison's projections the term loan is expected to be repaid in full by December 31, 2016, at which point any obligations under the Take/Pay agreement would be extinguished. This anticipated repayment date is earlier than previously planned, as the term loan amount has been reduced from $500 million in the original financing to $300 million.

About TerraForm Power

TerraForm Power is a renewable energy leader that is changing how energy is generated, distributed and owned. TerraForm Power creates value for its investors by owning and operating clean energy power plants. For more information about TerraForm Power, please visit: http://www.terraformpower.com.

Forward-Looking Statements

This communication contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These statements involve estimates, expectations, projections, goals, assumptions, known and unknown risks, and uncertainties and typically include words or variations of words such as “anticipate,” “believe,” “intend,” “plan,” “predict,” “outlook,” “objective,” “forecast,” “target,” “continue,” “will,” or “may” or other comparable terms and phrases. All statements that address operating performance, events, or developments that TerraForm Power expects or anticipates will occur in the future are forward-looking statements. Forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from those suggested by the forward-looking statements. Factors that might cause such differences include, but are not limited to, a variety of economic, competitive, and regulatory factors, many of which are beyond TerraForm Power’s control and are described in TerraForm Power’s Form 10-K for the fiscal year ended December 31, 2014, as well as additional factors it may describe from time to time in other filings with the Securities and Exchange Commission, including its Form 10-Q for the quarter ended September 30, 2015. Forward-looking statements provide TerraForm Power’s current expectations or predictions of future conditions, events, or results and speak only as of the date they are made, but TerraForm Power can give no assurance that these expectations and assumptions will prove to have been correct and actual results may vary materially. TerraForm Power disclaims any obligation to publicly update or revise any forward-looking statement, except as required by law.

Contacts

Media:
Anne Granfield
Finsbury for TerraForm Power
Anne.Granfield@finsbury.com
+1 (646) 805-2033

Investors/Analysts:
Brett Prior
bprior@terraform.com
+1 (650) 889-8628