
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): August 30, 2016 (August 29, 2016)



TerraForm Power, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

001-36542

(Commission File Number)

46-4780940

(I. R. S. Employer
Identification No.)

7550 Wisconsin Avenue, 9th Floor, Bethesda, Maryland 20814

(Address of principal executive offices, including zip code)

(240) 762-7700

(Registrant's telephone number, including area code)

N/A

(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 provisions (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.

On August 29, 2016, TerraForm Power Operating, LLC (“**TerraForm Power**”) entered into a fourth supplemental indenture (the “**Fourth Supplemental Indenture**”) to the indenture dated as of January 28, 2015, as supplemented by the first supplemental indenture, dated as of June 11, 2015, the second supplemental indenture, dated as of October 2, 2015, and the third supplemental indenture, dated as of March 30, 2016 (as so supplemented, the “**January 2015 Indenture**”), by and among TerraForm Power, as issuer, the Guarantors party thereto and U.S. Bank National Association, as trustee (the “**Trustee**”), following receipt of the requisite consents required to approve the amendments to the January 2015 Indenture, as described more fully below. The Fourth Supplemental Indenture, among other things, increases the interest rate payable on TerraForm Power’s 5.875% Senior Notes due 2023 (the “**2023 Notes**”) and requires TerraForm Power, upon the consummation of any transaction resulting in any person becoming the beneficial owner of 33.3% or more but less than or equal to 50% of the voting stock of TerraForm Power, Inc. (the “**Company**”), to make an offer to each Holder of the 2023 Notes to repurchase all or any part of that Holder’s 2023 Notes at a purchase price in cash equal to 101% of the aggregate principal amount of such 2023 Notes repurchased.

Also on August 29, 2016, TerraForm Power entered into a third supplemental indenture (the “**Third Supplemental Indenture**”) to the indenture dated as of July 17, 2015, as supplemented by the first supplemental indenture, dated as of October 2, 2015, and the second supplemental indenture, dated as of March 30, 2016 (as so supplemented the “**July 2015 Indenture**” and, together with the January 2015 Indenture, the “**Indentures**”), by and among TerraForm Power, as issuer, the Guarantors party thereto and the Trustee, following receipt of the requisite consents required to approve the amendments to the July 2015 Indenture, as described more fully below. The Third Supplemental Indenture, among other things, increases the interest rate payable on TerraForm Power’s 6.125% Senior Notes due 2025 (the “**2025 Notes**”) and requires TerraForm Power, upon the consummation of any transaction resulting in any person becoming the beneficial owner of 33.3% or more but less than or equal to 50% of the voting stock of the Company, to make an offer to each Holder of the 2025 Notes to repurchase all or any part of that Holder’s 2025 Notes at a purchase price in cash equal to 101% of the aggregate principal amount of such 2025 Notes repurchased.

The foregoing descriptions of the Fourth Supplemental Indenture and the Third Supplemental Indenture do not purport to be complete and are qualified in their entirety by reference to the Fourth Supplemental Indenture and Third Supplemental Indenture, respectively, which are filed as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

Item 8.01 Other Events.

On August 30, 2016, the Company issued a press release announcing the successful completion by TerraForm Power, the Company’s subsidiary, of TerraForm Power’s solicitation of consents from holders of the 2023 Notes and the 2025 Notes to obtain waivers relating to certain reporting covenants under the respective Indentures. Under the terms of the waivers, the deadline to comply with the reporting covenants in the Indentures relating to the filing of the Company’s Form 10-K for 2015 and Form 10-Q for the first quarter of 2016 was extended to December 6, 2016. Compliance with the reporting covenants in the Indentures relating to the filing of the Company’s Form 10-Q for the second quarter of 2016 was also waived until December 6, 2016, and consequently no event of default is expected to occur with respect to this Form 10-Q unless such Form 10-Q were not filed by early 2017. A copy of the press release is attached as Exhibit 99.1 to this Current Report on this Form 8-K and is incorporated by reference herein.

Item 9.01 Financial Statement and Exhibits.

(d) *Exhibits*

| <u>Exhibit</u> <u>No.</u> | <u>Description</u> |
|------------------------------|--|
| 10.1 | Fourth Supplemental Indenture, dated as of August 29, 2016, among TerraForm Power Operating, LLC, as issuer, the Guarantors party thereto and U.S. Bank National Association, as trustee |
| 10.2 | Third Supplemental Indenture, dated as of August 29, 2016, among TerraForm Power Operating, LLC, as issuer, the Guarantors party thereto and U.S. Bank National Association, as trustee |
| 99.1 | Press release, dated August 30, 2016, titled “TerraForm Power Operating, LLC Announces Completion of Consent Solicitation” |

SIGNATURES

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

TERRAFORM POWER, INC.

Date: August 30, 2016

By: /s/ Rebecca Cranna

Name: Rebecca Cranna

Title: Executive Vice President and Chief Financial Officer

Exhibit Index

| <u>Exhibit</u> <u>No.</u> | <u>Description</u> |
|--|--|
| 10.1 | Fourth Supplemental Indenture, dated as of August 29, 2016, among TerraForm Power Operating, LLC, as issuer, the Guarantors party thereto and U.S. Bank National Association, as trustee |
| 10.2 | Third Supplemental Indenture, dated as of August 29, 2016, among TerraForm Power Operating, LLC, as issuer, the Guarantors party thereto and U.S. Bank National Association, as trustee |
| 99.1 | Press release, dated August 30, 2016, titled “TerraForm Power Operating, LLC Announces Completion of Consent Solicitation” |

FOURTH SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE (this “Supplemental Indenture”), dated as of August 29, 2016, among TerraForm Power Operating, LLC, a Delaware limited liability company (the “Issuer”), the Guarantors (as defined in the Indenture referred to below) party hereto and U.S. Bank National Association, as trustee under the Indenture referred to below (the “Trustee”).

WITNESSETH

WHEREAS, the Issuer has heretofore executed and delivered to the Trustee an indenture, dated as of January 28, 2015, as supplemented by the first supplemental indenture, dated as of June 11, 2015, the second supplemental indenture, dated as of October 2, 2015, and the third supplemental indenture, dated as of March 30, 2016 (as so supplemented, the “Indenture”), providing for the issuance of 5.875% Senior Notes due 2023 (the “Notes”);

WHEREAS, under Section 9.01 of the Indenture, without the consent of any Holder, the Issuer, the Guarantors and the Trustee may amend or supplement the Indenture, the Notes or the Note Guarantees to, among other things, (i) cure any ambiguity, mistake, defect or inconsistency or (ii) make any change that would provide any additional rights or benefits to the Holders or that does not adversely affect the legal rights hereunder of any Holder;

WHEREAS, under Section 9.02 of the Indenture, subject to certain exceptions, the Issuer and the Trustee may amend or supplement the Indenture, the Notes and the Note Guarantees, with the consent of the Holders of at least a majority in aggregate principal amount of the then outstanding Notes;

WHEREAS, on or prior to the date hereof, the Holders of at least a majority in aggregate principal amount of the then outstanding Notes have consented to certain amendments to the Indenture, as set forth in Article I herein, pursuant to a consent solicitation as contemplated by the Consent Solicitation Statement and the related Letter of Consent, each dated August 19, 2016, of the Issuer;

WHEREAS, the Indenture provides that under certain circumstances a Subsidiary of the Parent (a “Guaranteeing Subsidiary”) shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee all of the Issuer’s Obligations under the Notes and the Indenture on the terms and conditions set forth herein and in Article 10 of the Indenture;

WHEREAS, the Issuer, the Guarantors and the Trustee desire to execute and deliver this Supplemental Indenture and, in accordance with the requirements of the Indenture, the Issuer has delivered an Officer’s Certificate and an Opinion of Counsel to the Trustee; and

WHEREAS, pursuant to Sections 9.01 and 9.02 of the Indenture, the Issuer, the Guarantors and the Trustee are authorized to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

ARTICLE I. AMENDMENTS TO THE INDENTURE.

SECTION 1.1. The Table of Contents of the Indenture is hereby amended by replacing the reference to “Section 4.15 Offer to Repurchase Upon Change of Control.” appearing therein with “Section 4.15 Offer to Repurchase Upon Change of Control and Qualifying Acquisition Offer.”.

SECTION 1.2. Section 1.01 of the Indenture is hereby amended by adding the following definition in proper alphabetical sequence:

“Qualifying Acquisition” means the consummation of any transaction or transactions (including, without limitation, any merger or consolidation) the result of which is that any “person” (as that term is used in Section 13(d) of the Exchange Act, but excluding any employee benefit plan of TerraForm Power, Inc. or any of its Subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of such plan), other than a Permitted Holder, becomes the Beneficial Owner, directly or indirectly, of 33.33% or more but less than or equal to 50% of the Voting Stock of TerraForm Power, Inc.

SECTION 1.3. Section 1.02 of the Indenture is hereby amended by adding the following entry in proper alphabetical sequence:

| | |
|---------------------------------------|-------|
| “Qualifying Acquisition Offer” | 4.15” |
| “Qualifying Acquisition Payment” | 4.15” |
| “Qualifying Acquisition Payment Date” | 4.15” |

SECTION 1.4. Section 3.07(b) of the Indenture is hereby amended by replacing the reference to “105.875%” appearing therein with “106.375%”.

SECTION 1.5. Section 3.07(d) of the Indenture is hereby amended by replacing the following table appearing therein:

| Year | Percentage |
|---------------------|------------|
| 2018 | 104.406% |
| 2019 | 102.938% |
| 2020 | 101.469% |
| 2021 and thereafter | 100.000% |

with a new table as follows:

| Year | Percentage |
|------|------------|
| 2018 | 104.781% |
| 2019 | 103.188% |

| | |
|---------------------|-----------|
| 2020 | 101.594% |
| 2021 and thereafter | 100.000%” |

SECTION 1.6. Section 4.01 of the Indenture is hereby amended by adding the following new paragraph at the end thereof:

“Effective as of September 6, 2016, the interest rate applicable to the Notes will be permanently increased from 5.875% per annum to 6.375% per annum. In addition, beginning on September 6, 2016 through and including December 6, 2016, special interest will accrue on the Notes at a rate equal to 3.0% per annum (which such special interest shall cease to accrue after December 6, 2016), which shall be payable in the same manner as regular interest payments on the Notes on the Interest Payment Date immediately following December 6, 2016.”

SECTION 1.7. Section 4.03(f) of the Indenture is hereby amended by replacing the reference to “Section 6.01(4)” appearing therein with “Section 6.01(3)”.

SECTION 1.8. Section 4.15 of the of the Indenture is hereby amended and restated in its entirety to read as follows:

“Section 4.15 Offer to Repurchase Upon Change of Control and Qualifying Acquisition Offer.

(a) Upon the occurrence of a Change of Control, the Issuer will be required to make an offer (a “Change of Control Offer”) to each Holder to repurchase all or any part (being not less than \$2,000 or an integral multiple of \$1,000 in excess thereof) of that Holder’s Notes pursuant to the terms set forth in this Indenture.

(b) In the Change of Control Offer, the Issuer will offer a payment in cash equal to 101% of the aggregate principal amount of Notes repurchased, plus accrued and unpaid interest, if any, on the Notes repurchased to the date of purchase (the “Change of Control Payment”), subject to the rights of Holders on the relevant record date to receive interest due on the relevant Interest Payment Date. Within 30 days following any Change of Control, the Issuer will deliver notice to each Holder (with a copy to the Trustee) stating that a Change of Control Offer is being made and offering to repurchase Notes on the date (the “Change of Control Payment Date”) specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is given, pursuant to the procedures required by this Indenture and described in such notice. The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other applicable securities laws and regulations to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with this Section 4.15, the Issuer will comply with any applicable securities laws and regulations and will not be deemed to have breached its obligations under this Indenture by virtue of such compliance.

(c) On the Change of Control Payment Date, the Issuer will, to the extent lawful:

(1) accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;

(2) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

(3) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officer's Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Issuer.

The Paying Agent will promptly cause to be delivered to each Holder properly tendered the Change of Control Payment for such Notes, and the Trustee (or its authenticating agent) will, upon receipt of an Authentication Order, promptly authenticate and deliver (or cause to be transferred by book-entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any. The Issuer will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

(d) (i) Upon the occurrence of a Qualifying Acquisition, the Issuer will be required to make an offer (a "Qualifying Acquisition Offer") to each Holder to repurchase all or any part (equal to \$2,000 or an integral multiple of \$1,000 in excess thereof) of that Holder's Notes at a purchase price in cash equal to 101% of the aggregate principal amount of such Notes repurchased, plus accrued and unpaid interest, if any, on such Notes repurchased to the date of repurchase (the "Qualifying Acquisition Payment"), subject to the rights of such Holder on the relevant record date to receive interest due on the relevant Interest Payment Date, by delivering a notice to each Holder (with a copy to the Trustee), within 90 days following the occurrence of such Qualifying Acquisition, describing the transaction or transactions that constitute such Qualifying Acquisition and offering to repurchase the Notes on the date of repurchase specified in the notice (the "Qualifying Acquisition Payment Date," which payment date shall be no earlier than 30 days and no later than 60 days from the date such notice is given); provided, however, that no such notice or offer will be required to the extent the Issuer, on or prior to the 90th day following the occurrence of such Qualifying Acquisition, delivers a notice to each Holder (with a copy to the Trustee) that the interest rate applicable to the Notes will be permanently increased from 6.375% per annum to 7.375% per annum, effective as of such 90th day (it being understood that, upon such increase in the interest rate, the Issuer shall no longer be required to make any such Qualifying Acquisition Offer).

(ii) The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other applicable securities laws and regulations to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Qualifying Acquisition Offer (if any). To the extent that the provisions of any securities laws or regulations conflict with this Section 4.15, the Issuer will comply with

any applicable securities laws and regulations and will not be deemed to have breached its obligations under this Indenture by virtue of such compliance.

(iii) To the extent the Issuer makes a Qualifying Acquisition Offer pursuant to this Section 4.15, on the Qualifying Acquisition Payment Date, the Issuer will, to the extent lawful:

(1) accept for payment all Notes or portions of Notes properly tendered pursuant to the Qualifying Acquisition Offer;

(2) deposit with the Paying Agent an amount equal to the Qualifying Acquisition Payment in respect of all Notes or portions of Notes properly tendered; and

(3) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officer's Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Issuer.

The Paying Agent will promptly cause to be delivered to each Holder properly tendered the Qualifying Acquisition Payment for such Notes, and the Trustee (or its authenticating agent) will, upon receipt of an Authentication Order, promptly authenticate and deliver (or cause to be transferred by book-entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any. The Issuer will publicly announce the results of the Qualifying Acquisition Offer on or as soon as practicable after the Qualifying Acquisition Payment Date.

(e) The provisions described above that require the Issuer to make a Change of Control Offer following a Change of Control, or to make a Qualifying Acquisition Offer following a Qualifying Acquisition (to the extent required under this Section 4.15(d)(i)), will be applicable whether or not any other provisions of this Indenture are applicable. Except as described above with respect to a Change of Control or a Qualifying Acquisition Offer, this Indenture does not contain provisions that permit the Holders to require that the Issuer repurchase or redeem the respective Notes in the event of a takeover, recapitalization or similar transaction.

(f) The Issuer will not be required to make a Change of Control Offer upon a Change of Control, or to make a Qualifying Acquisition Offer following a Qualifying Acquisition (to the extent required under this Section 4.15(d)(i)), if: (1) a third party makes the Change of Control Offer or the Qualifying Acquisition Offer, as the case may be, in the manner, at the times and otherwise in compliance with the requirements set forth in this Indenture applicable to a Change of Control Offer or a Qualifying Acquisition Offer, as the case may be, made by the Issuer and purchases all Notes properly tendered and not withdrawn under the Change of Control Offer or the Qualifying Acquisition Offer, as the case may be; or (2) a notice of redemption has been given pursuant to the Indenture as described under Section 3.07, unless and until there is a default in payment of the applicable redemption price. Notwithstanding anything to the

contrary contained herein, a Change of Control Offer may be made in advance of a Change of Control, conditional upon the consummation of such Change of Control, if a definitive agreement is in place for the Change of Control at the time the Change of Control Offer is made, and a Qualifying Acquisition Offer may be made in advance of a Qualifying Acquisition, conditional upon the consummation of such Qualifying Acquisition, if a definitive agreement is in place for the Qualifying Acquisition at the time the Qualifying Acquisition Offer is made.

(g) If holders of not less than 90% in aggregate principal amount of the outstanding Notes properly tender such Notes pursuant to the Change of Control Offer, and the Issuer, or any third party making a Change of Control Offer, in lieu of the Issuer as described above, purchases all of the Notes properly tendered by such Holders, the Issuer or such third party will have the right, upon notice given not more than 60 days following such purchase pursuant to the Change of Control Offer, described above (and not less than 15 days prior to the date fixed for redemption), to redeem all notes that remain outstanding following such purchase at a price in cash equal to 101% of the aggregate principal amount of Notes to be purchased plus accrued and unpaid interest, if any, to the purchase date.

(h) The provisions under this Section 4.15 may be waived or modified with the consent of the Holders of a majority in principal amount of the Notes.”

ARTICLE II. NEW GUARANTORS

SECTION 2.1. AGREEMENT TO GUARANTEE. Each Guaranteeing Subsidiary identified as such on the signature page hereto hereby agrees to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 10 of the Indenture.

ARTICLE III. MISCELLANEOUS.

SECTION 3.1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

SECTION 3.2. NO RECOURSE AGAINST OTHERS. No director, officer, employee, member, manager, incorporator or stockholder of the Issuer or any Guarantor, as such, will have any liability for any obligations of the Issuer or the Guarantors under the Notes, the Indenture as supplemented by this Supplemental Indenture, the Note Guarantees, or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

SECTION 3.3. NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS

SUPPLEMENTAL INDENTURE WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY. EACH OF THE ISSUER, THE GUARANTORS, THE TRUSTEE AND THE HOLDERS HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE INDENTURE AS SUPPLEMENTED BY THIS SUPPLEMENTAL INDENTURE, THE NOTES, THE NOTE GUARANTEES OR THE TRANSACTION CONTEMPLATED HEREBY AND THEREBY.

SECTION 3.4. COUNTERPARTS. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

SECTION 3.5. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 3.6. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Issuer and the Guarantors.

SECTION 3.7. RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURES PART OF INDENTURE. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder heretofore or hereafter shall be bound hereby.

SECTION 3.8. EFFECTIVENESS. This Supplemental Indenture (including the amendments contained in Article I herein) shall be effective as of the date hereof.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

TERRAFORM POWER OPERATING, LLC

By: TERRAFORM POWER, LLC,
Its Sole Member and Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

TERRAFORM POWER, LLC
as Parent Guarantor

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

SUNEDISON CANADA YIELDCO MASTER HOLDCO, LLC
SUNEDISON YIELDCO CHILE MASTER HOLDCO, LLC
SUNEDISON YIELDCO DG-VIII MASTER HOLDCO, LLC
SUNEDISON YIELDCO UK HOLDCO 3 MASTER HOLDCO, LLC
SUNEDISON YIELDCO UK HOLDCO 4 MASTER HOLDCO, LLC
SUNEDISON YIELDCO UK HOLDCO 2 MASTER HOLDCO, LLC
SUNEDISON YIELDCO ACQ1 MASTER HOLDCO, LLC
SUNEDISON YIELDCO NELLIS MASTER HOLDCO, LLC
SUNEDISON YIELDCO REGULUS MASTER HOLDCO, LLC
SUNEDISON YIELDCO ACQ2 MASTER HOLDCO, LLC
SUNEDISON YIELDCO ACQ3 MASTER HOLDCO, LLC
SUNEDISON YIELDCO ACQ9 MASTER HOLDCO, LLC
SUNEDISON YIELDCO ACQ4 MASTER HOLDCO, LLC
SUNEDISON YIELDCO ACQ5 MASTER HOLDCO, LLC
SUNEDISON YIELDCO ENFINITY MASTER HOLDCO, LLC
SUNEDISON YIELDCO DGS MASTER HOLDCO, LLC
SUNEDISON YIELDCO ACQ7 MASTER HOLDCO, LLC
SUNEDISON YIELDCO ACQ8 MASTER HOLDCO, LLC
SUNEDISON YIELDCO ACQ6 MASTER HOLDCO, LLC
TERRAFORM POWER IVS I MASTER HOLDCO, LLC
TERRAFORM LPT ACQ MASTER HOLDCO, LLC
TERRAFORM SOLAR MASTER HOLDCO, LLC
SUNEDISON YIELDCO DG MASTER HOLDCO, LLC
TERRAFORM CD ACQ MASTER HOLDCO, LLC
TERRAFORM REC ACQ MASTER HOLDCO, LLC
TERRAFORM SOLAR XVII ACQ MASTER HOLDCO, LLC
TERRAFORM FIRST WIND ACQ MASTER HOLDCO, LLC
TERRAFORM THOR ACQ MASTER HOLDCO, LLC
as Guarantors

By: TERRAFORM POWER OPERATING, LLC,
its Sole Member and Sole Manager

By: TERRAFORM POWER, LLC,
its Sole Member and Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

FIRST WIND KAHUKU HOLDINGS, LLC,
as Guaranteeing Subsidiary

By: HAWAIIAN ISLAND HOLDINGS, LLC, its
Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

FIRST WIND OPERATING COMPANY, LLC,
as Guaranteeing Subsidiary

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

FWPV CAPITAL, LLC
as Guaranteeing Subsidiary

By: FW MASS PV PORTFOLIO, LLC, its Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and Secretary

FWPV HOLDINGS, LLC

as Guaranteeing Subsidiary

By: FWPV CAPITAL, LLC, its Managing Member

By: FW MASS PV PORTFOLIO, LLC, its Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and Sole Manager

By: /s/ Sebastian Deschler

Name: Sebastian Deschler

Title: Senior Vice President, General Counsel and Secretary

MA OPERATING HOLDINGS, LLC

as Guaranteeing Subsidiary

By: SUNEDISON YIELDCO ACQ7, LLC, its Managing Member

By: SUNEDISON YIELDCO ACQ7 MASTER HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and Sole Manager

By: /s/ Sebastian Deschler

Name: Sebastian Deschler

Title: Senior Vice President, General Counsel and Secretary

NORTHEAST WIND CAPITAL HOLDINGS, LLC,
as Guaranteeing Subsidiary

By: NORTHEAST WIND PARTNERS II, LLC, its
Managing Member

By: FIRST WIND NORTHEAST COMPANY, LLC, its
Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

NORTHEAST WIND CAPITAL II, LLC,
as Guaranteeing Subsidiary

By: NORTHEAST WIND CAPITAL HOLDINGS,
LLC, its Managing Member

By: NORTHEAST WIND PARTNERS II, LLC, its
Managing Member

By: FIRST WIND NORTHEAST COMPANY, LLC, its
Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

NORTHEAST WIND PARTNERS II, LLC,
as Guaranteeing Subsidiary

By: FIRST WIND NORTHEAST COMPANY, LLC, its
Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

**HAWAIIAN ISLAND HOLDINGS, LLC,
FIRST WIND HWP HOLDINGS, LLC,
FIRST WIND NORTHEAST COMPANY, LLC
FW MASS PV PORTFOLIO, LLC**
as Guaranteeing Subsidiaries

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

**MAINE WIND PARTNERS II, LLC
FIRST WIND BLUE SKY EAST HOLDINGS, LLC,
SHEFFIELD WIND HOLDINGS, LLC
CSSW COHOCTON HOLDINGS, LLC**
as Guaranteeing Subsidiaries

By: NORTHEAST WIND CAPITAL II, LLC, its
Managing Member

By: NORTHEAST WIND CAPITAL HOLDINGS,
LLC, its Managing Member

By: NORTHEAST WIND PARTNERS II, LLC, its
Managing Member

By: FIRST WIND NORTHEAST COMPANY, LLC, its
Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

SUNEDISON CANADA YELDCO, LLC

as Guaranteeing Subsidiary

By: SUNEDISON CANADA YELDCO MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler

Name: Sebastian Deschler

Title: Senior Vice President, General Counsel and
Secretary

SUNEDISON CANADA YELDCO LINDSAY, LLC

as Guaranteeing Subsidiary

By: SUNEDISON CANADA YELDCO, LLC, its
Managing Member

By: SUNEDISON CANADA YELDCO MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler

Name: Sebastian Deschler

Title: Senior Vice President, General Counsel and
Secretary

SUNEDISON MARSH HILL, LLC
as Guaranteeing Subsidiary

By: SUNEDISON YIELDCO ACQ5, LLC, its
Managing Member

By: SUNEDISON YIELDCO ACQ5 MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

SUNEDISON YIELDCO ACQ5, LLC,
as Guaranteeing Subsidiary

By: SUNEDISON YIELDCO ACQ5 MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

SUNEDISON YIELDCO ACQ7, LLC,
as Guaranteeing Subsidiary

By: SUNEDISON YIELDCO ACQ7 MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

SUNEDISON YIELDCO ACQ9, LLC,
as Guaranteeing Subsidiary

By: SUNEDISON YIELDCO ACQ9 MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

SUNEDISON YIELDCO REGULUS HOLDINGS, LLC,
as Guaranteeing Subsidiary

By: SUNEDISON YIELDCO REGULUS MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

SUNEDISON YIELDCO UK HOLDCO 2, LLC,
as Guaranteeing Subsidiary

By: SUNEDISON YIELDCO UK HOLDCO 2
MASTER HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

TERRAFORM FIRST WIND ACQ, LLC,
as Guaranteeing Subsidiary

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

TERRAFORM ONTARIO SOLAR HOLDINGS, LLC
as Guaranteeing Subsidiary

By: SUNEDISON YIELDCO ACQ10, LLC, its
Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

TERRAFORM POWER IVS I HOLDINGS II, LLC
as Guaranteeing Subsidiary

By: TERRAFORM POWER IVS I HOLDINGS, LLC,
its Managing Member

By: TERRAFORM IVS I MASTER HOLDCO, LLC, its
Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

TERRAFORM POWER IVS I HOLDINGS, LLC
as Guaranteeing Subsidiary

By: TERRAFORM IVS I MASTER HOLDCO, LLC, its
Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

TERRAFORM PRIVATE HOLDINGS II, LLC,
as Guaranteeing Subsidiary

By: TERRAFORM THOR ACQ HOLDINGS, LLC, its
Managing Member

By: TERRAFORM THOR ACQ MASTER HOLDCO,
LLC, its Managing Member

By: SUNEDISON YELDCO ACQ10, LLC, its
Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

TERRAFORM THOR ACQ HOLDINGS, LLC,
as Guaranteeing Subsidiary

By: TERRAFORM THOR ACQ MASTER HOLDCO,
LLC, its Managing Member

By: SUNEDISON YELDCO ACQ10, LLC, its
Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

2413465 ONTARIO, INC.
as Guaranteeing Subsidiary

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Authorized Signatory

KAHUKU HOLDINGS, LLC,
as Guaranteeing Subsidiary

By: FIRST WIND KAHUKU HOLDINGS, LLC, its
Managing Member

By: HAWAIIAN ISLAND HOLDINGS, LLC, its
Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

KAHUKU WIND POWER, LLC,
as Guaranteeing Subsidiary

By: KAHUKU HOLDINGS, LLC, its Managing
Member

By: FIRST WIND KAHUKU HOLDINGS, LLC, its
Managing Member

By: HAWAIIAN ISLAND HOLDINGS, LLC, its
Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

HAWAII HOLDINGS, LLC,
as Guaranteeing Subsidiary

By: HAWAIIAN ISLAND HOLDINGS, LLC, its
Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

KAHEAWA WIND POWER II, LLC,
as Guaranteeing Subsidiary

By: HAWAII HOLDINGS, LLC, its Managing Member

By: HAWAIIAN ISLAND HOLDINGS, LLC, its
Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler

Name: Sebastian Deschler

Title: Senior Vice President, General Counsel and
Secretary

**ROLLINS HOLDINGS, LLC,
STETSON WIND HOLDINGS COMPANY, LLC,
CSSW STEEL WINDS HOLDINGS, LLC,**
as Guaranteeing Subsidiaries

By: NORTHEAST WIND CAPITAL II, LLC, its
Managing Member

By: NORTHEAST WIND CAPITAL HOLDINGS,
LLC, its Managing Member

By: NORTHEAST WIND PARTNERS II, LLC, its
Managing Member

By: FIRST WIND NORTHEAST COMPANY, LLC, its
Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

EVERGREEN WIND POWER III, L.L.C.,
as Guaranteeing Subsidiary

By: ROLLINS HOLDINGS, LLC, its Managing
Member

By: NORTHEAST WIND CAPITAL II, LLC, its
Managing Member

By: NORTHEAST WIND CAPITAL HOLDINGS,
LLC, its Managing Member

By: NORTHEAST WIND PARTNERS II, LLC, its
Managing Member

By: FIRST WIND NORTHEAST COMPANY, LLC, its
Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

SHEFFIELD HOLDINGS, LLC,
as Guaranteeing Subsidiary

By: SHEFFIELD WIND HOLDINGS, LLC, its
Managing Member

By: NORTHEAST WIND CAPITAL II, LLC, its
Managing Member

By: NORTHEAST WIND CAPITAL HOLDINGS,
LLC, its Managing Member

By: NORTHEAST WIND PARTNERS II, LLC, its
Managing Member

By: FIRST WIND NORTHEAST COMPANY, LLC, its
Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

VERMONT WIND, LLC,
as Guaranteeing Subsidiary

By: SHEFFIELD HOLDINGS, LLC, its Managing Member

By: SHEFFIELD WIND HOLDINGS, LLC, its Managing Member

By: NORTHEAST WIND CAPITAL II, LLC, its Managing Member

By: NORTHEAST WIND CAPITAL HOLDINGS, LLC, its Managing Member

By: NORTHEAST WIND PARTNERS II, LLC, its Managing Member

By: FIRST WIND NORTHEAST COMPANY, LLC, its Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and Secretary

HURON HOLDINGS, LLC,
as Guaranteeing Subsidiary

By: CSSW STEEL WINDS HOLDINGS, LLC, its
Managing Member

By: NORTHEAST WIND CAPITAL II, LLC, its
Managing Member

By: NORTHEAST WIND CAPITAL HOLDINGS,
LLC, its Managing Member

By: NORTHEAST WIND PARTNERS II, LLC, its
Managing Member

By: FIRST WIND NORTHEAST COMPANY, LLC, its
Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

**NIAGARA WIND POWER, LLC,
ERIE WIND, LLC,**
as Guaranteeing Subsidiaries

By: HURON HOLDINGS, LLC, its Managing Member

By: CSSW STEEL WINDS HOLDINGS, LLC, its
Managing Member

By: NORTHEAST WIND CAPITAL II, LLC, its
Managing Member

By: NORTHEAST WIND CAPITAL HOLDINGS,
LLC, its Managing Member

By: NORTHEAST WIND PARTNERS II, LLC, its
Managing Member

By: FIRST WIND NORTHEAST COMPANY, LLC, its
Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler

Name: Sebastian Deschler

Title: Senior Vice President, General Counsel and
Secretary

SUNEDISON YIELDCO UK HOLDCO 3, LLC,
as Guaranteeing Subsidiary

By: SUNEDISON YIELDCO UK HOLDCO 3
MASTER HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

NORRINGTON SOLAR FARM LIMITED,
as Guaranteeing Subsidiary

By: /s/ Rebecca Cranna
Name: Rebecca Cranna
Title: Director

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: /s/ Richard Prokosch
Name: Richard Prokosch
Title: Vice President

THIRD SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE (this “Supplemental Indenture”), dated as of August 29, 2016, among TerraForm Power Operating, LLC, a Delaware limited liability company (the “Issuer”), the Guarantors (as defined in the Indenture referred to below) party hereto and U.S. Bank National Association, as trustee under the Indenture referred to below (the “Trustee”).

WITNESSETH

WHEREAS, the Issuer has heretofore executed and delivered to the Trustee an indenture, dated as of July 17, 2015, as supplemented by the first supplemental indenture, dated as of October 2, 2015 and the second supplemental indenture, dated as of March 30, 2016 (as so supplemented, the “Indenture”), providing for the issuance of 6.125% Senior Notes due 2025 (the “Notes”);

WHEREAS, under Section 9.01 of the Indenture, without the consent of any Holder, the Issuer, the Guarantors and the Trustee may amend or supplement the Indenture, the Notes or the Note Guarantees to, among other things, (i) cure any ambiguity, mistake, defect or inconsistency or (ii) make any change that would provide any additional rights or benefits to the Holders or that does not adversely affect the legal rights hereunder of any Holder;

WHEREAS, under Section 9.02 of the Indenture, subject to certain exceptions, the Issuer and the Trustee may amend or supplement the Indenture, the Notes and the Note Guarantees, with the consent of the Holders of at least a majority in aggregate principal amount of the then outstanding Notes;

WHEREAS, on or prior to the date hereof, the Holders of at least a majority in aggregate principal amount of the then outstanding Notes have consented to certain amendments to the Indenture, as set forth in Article I herein, pursuant to a consent solicitation as contemplated by the Consent Solicitation Statement and the related Letter of Consent, each dated August 19, 2016, of the Issuer;

WHEREAS, the Indenture provides that under certain circumstances a Subsidiary of the Parent (a “Guaranteeing Subsidiary”) shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee all of the Issuer’s Obligations under the Notes and the Indenture on the terms and conditions set forth herein and in Article 10 of the Indenture;

WHEREAS, the Issuer, the Guarantors and the Trustee desire to execute and deliver this Supplemental Indenture and, in accordance with the requirements of the Indenture, the Issuer has delivered an Officer’s Certificate and an Opinion of Counsel to the Trustee; and

WHEREAS, pursuant to Sections 9.01 and 9.02 of the Indenture, the Issuer, the Guarantors and the Trustee are authorized to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

ARTICLE I. AMENDMENTS TO THE INDENTURE.

SECTION 1.1. The Table of Contents of the Indenture is hereby amended by replacing the reference to “Section 4.09 Offer to Repurchase Upon Change of Control Triggering Event.” appearing therein with “Section 4.09 Offer to Repurchase Upon Change of Control and Qualifying Acquisition Offer.”.

SECTION 1.2. Section 1.01 of the Indenture is hereby amended by adding the following definition in proper alphabetical sequence:

““Qualifying Acquisition” means the consummation of any transaction or transactions (including, without limitation, any merger or consolidation) the result of which is that any “person” (as that term is used in Section 13(d) of the Exchange Act, but excluding any employee benefit plan of TerraForm Power, Inc. or any of its Subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of such plan), other than a Permitted Holder, becomes the Beneficial Owner, directly or indirectly, of 33.33% or more but less than or equal to 50% of the Voting Stock of TerraForm Power, Inc.”

SECTION 1.3. Section 1.01 of the Indenture is hereby amended by deleting the following definitions:

““Change of Control Triggering Event” means (1) a Change of Control has occurred and (2) the Notes are downgraded by both S&P and Moody’s on any date during the period commencing 60 days prior to the consummation of such Change of Control and ending 60 days following consummation of such Change of Control.

“Moody’s” means Moody’s Investor Service, Inc. or any successor entity.

“S&P” means Standard & Poor’s Ratings Group or any successor entity.”

SECTION 1.4. Section 1.02 of the Indenture is hereby amended by adding the following entries in proper alphabetical sequence:

| | |
|---------------------------------------|-------|
| ““Qualifying Acquisition Offer” | 4.09 |
| “Qualifying Acquisition Payment” | 4.09 |
| “Qualifying Acquisition Payment Date” | 4.09” |

SECTION 1.5. Section 3.07(a) of the Indenture is hereby amended by replacing the reference to “106.125%” appearing therein with “106.625%”.

SECTION 1.6. Section 3.07(c) of the Indenture is hereby amended by replacing the following table appearing therein:

| <u>Year</u> | <u>Percentage</u> |
|---------------------|-------------------|
| 2020 | 103.063% |
| 2021 | 102.042% |
| 2022 | 101.021% |
| 2023 and thereafter | 100.000% |

with a new table as follows:

| <u>Year</u> | <u>Percentage</u> |
|---------------------|-------------------|
| 2020 | 103.313% |
| 2021 | 102.2087% |
| 2022 | 101.1043% |
| 2023 and thereafter | 100.000% |

SECTION 1.7. Section 4.01 of the Indenture is hereby amended by adding the following new paragraph at the end thereof:

“Effective as of September 6, 2016, the interest rate applicable to the Notes will be permanently increased from 6.125% per annum to 6.625% per annum. In addition, beginning on September 6, 2016 through and including December 6, 2016, special interest will accrue on the Notes at a rate equal to 3.0% per annum (which such special interest shall cease to accrue after December 6, 2016), which shall be payable in the same manner as regular interest payments on the Notes on the Interest Payment Date immediately following December 6, 2016.”

SECTION 1.8. Section 4.03(e) of the Indenture is hereby amended by replacing the reference to “Section 6.01(4)” appearing therein with “Section 6.01(3)”.

SECTION 1.9. Section 4.09 of the of the Indenture is hereby amended and restated in its entirety to read as follows:

“Section 4.09 Offer to Repurchase Upon Change of Control and Qualifying Acquisition Offer.

(a) Upon the occurrence of a Change of Control, the Issuer will be required to make an offer (a “Change of Control Offer”) to each Holder to repurchase all or any part (equal to \$2,000 or an integral multiple of \$1,000 in excess thereof) of that Holder’s Notes pursuant to the terms set forth in this Indenture.

(b) In the Change of Control Offer, the Issuer will offer a payment in cash equal to 101% of the aggregate principal amount of the Notes, plus accrued and unpaid interest, if any, on the Notes to the date of purchase (the “Change of Control Payment”), subject to the rights of Holders on the relevant record date to receive interest due on the relevant

Interest Payment Date. Within 30 days following any Change of Control, the Issuer will deliver a notice to each Holder (with a copy to the Trustee) describing the transaction or transactions that constitute the Change of Control and offering to repurchase Notes on the date (the “Change of Control Payment Date”) specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is given, pursuant to the procedures required by this Indenture and described in such notice. The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with this Section 4.09, the Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Section 4.09 by virtue of such compliance.

(c) On the Change of Control Payment Date, the Issuer will, to the extent lawful:

(1) accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;

(2) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

(3) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officer’s Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Issuer.

The Paying Agent will promptly deliver to each Holder properly tendered the Change of Control Payment for the Notes, and the Trustee will promptly authenticate and deliver (or cause to be transferred by book-entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; provided that each new Note will be in a principal amount of \$2,000 or an integral multiple of \$1,000 in excess thereof, the Issuer will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

(d) (i) Upon the occurrence of a Qualifying Acquisition, the Issuer will be required to make an offer (a “Qualifying Acquisition Offer”) to each Holder to repurchase all or any part (equal to \$2,000 or an integral multiple of \$1,000 in excess thereof) of that Holder’s Notes at a purchase price in cash equal to 101% of the aggregate principal amount of such Notes repurchased, plus accrued and unpaid interest, if any, on such Notes repurchased to the date of repurchase (the “Qualifying Acquisition Payment”), subject to the rights of such Holder on the relevant record date to receive interest due on the relevant Interest Payment Date, by delivering a notice to each Holder (with a copy to the Trustee), within 90 days following the occurrence of such Qualifying Acquisition, describing the transaction or transactions that constitute such Qualifying Acquisition and offering to repurchase the Notes on the date of repurchase specified in the notice (the

“Qualifying Acquisition Payment Date,” which payment date shall be no earlier than 30 days and no later than 60 days from the date such notice is given); provided, however, that no such notice or offer will be required to the extent the Issuer, on or prior to the 90th day following the occurrence of such Qualifying Acquisition, delivers a notice to each Holder (with a copy to the Trustee) that the interest rate applicable to the Notes will be permanently increased from 6.625% per annum to 7.625% per annum, effective as of such 90th day (it being understood that, upon such increase in the interest rate, the Issuer shall no longer be required to make any such Qualifying Acquisition Offer).

(ii) The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other applicable securities laws and regulations to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Qualifying Acquisition Offer (if any). To the extent that the provisions of any securities laws or regulations conflict with this Section 4.09, the Issuer will comply with any applicable securities laws and regulations and will not be deemed to have breached its obligations under this Indenture by virtue of such compliance.

(iii) To the extent the Issuer makes a Qualifying Acquisition Offer pursuant to this Section 4.09, on the Qualifying Acquisition Payment Date, the Issuer will, to the extent lawful:

(1) accept for payment all Notes or portions of Notes properly tendered pursuant to the Qualifying Acquisition Offer;

(2) deposit with the Paying Agent an amount equal to the Qualifying Acquisition Payment in respect of all Notes or portions of Notes properly tendered; and

(3) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officer’s Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Issuer.

The Paying Agent will promptly cause to be delivered to each Holder properly tendered the Qualifying Acquisition Payment for such Notes, and the Trustee (or its authenticating agent) will, upon receipt of an Authentication Order, promptly authenticate and deliver (or cause to be transferred by book-entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any. The Issuer will publicly announce the results of the Qualifying Acquisition Offer on or as soon as practicable after the Qualifying Acquisition Payment Date.

(e) The provisions described above that require the Issuer to make a Change of Control Offer following a Change of Control, or to make a Qualifying Acquisition Offer following a Qualifying Acquisition (to the extent required under this Section 4.09(d)(i)), will be applicable whether or not any other provisions of this Indenture are applicable. Except as described above with respect to a Change of Control or a Qualifying Acquisition Offer, this Indenture does not contain provisions that permit the Holders to

require that the Issuer repurchase or redeem the Notes in the event of a takeover, recapitalization or similar transaction.

(f) The Issuer will not be required to make a Change of Control Offer upon a Change of Control, or to make a Qualifying Acquisition Offer following a Qualifying Acquisition (to the extent required under this Section 4.09(d)(i)), if: (1) a third party makes the Change of Control Offer or the Qualifying Acquisition Offer, as the case may be, in the manner, at the times and otherwise in compliance with the requirements set forth in this Indenture applicable to a Change of Control Offer or a Qualifying Acquisition Offer, as the case may be, made by the Issuer and purchases all Notes properly tendered and not withdrawn under the Change of Control Offer or the Qualifying Acquisition Offer, as the case may be; or (2) notice of redemption has been given pursuant to the Indenture as described under Section 3.07, unless and until there is a default in payment of the applicable redemption price. A Change of Control Offer may be made in advance of a Change of Control, with the obligation to pay and the timing of payment conditioned upon the occurrence of a Change of Control, if a definitive agreement to effect a Change of Control is in place at the time the Change of Control Offer is made, and a Qualifying Acquisition Offer may be made in advance of a Qualifying Acquisition, conditional upon the consummation of such Qualifying Acquisition, if a definitive agreement is in place for the Qualifying Acquisition at the time the Qualifying Acquisition Offer is made.

(g) If holders of not less than 90% in aggregate principal amount of the outstanding Notes properly tender such Notes pursuant to the Change of Control Offer, and the Issuer, or any third party making a Change of Control Offer, in lieu of the Issuer as described above, purchases all of the Notes properly tendered by such Holders, the Issuer or such third party will have the right, upon notice given not more than 60 days following such purchase pursuant to the Change of Control Offer, described above (and not less than 15 days prior to the date fixed for redemption), to redeem all notes that remain outstanding following such purchase at a price in cash equal to 101% of the aggregate principal amount of Notes to be redeemed plus accrued and unpaid interest, if any, to the redemption date.

(h) The provisions under this Section 4.09 may be waived or modified with the consent of the Holders of a majority in principal amount of the Notes.”

ARTICLE II. NEW GUARANTORS

SECTION 2.1. AGREEMENT TO GUARANTEE. Each Guaranteeing Subsidiary identified as such on the signature page hereto hereby agrees to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 10 of the Indenture.

ARTICLE III. MISCELLANEOUS.

SECTION 3.1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

SECTION 3.2. NO RECOURSE AGAINST OTHERS. No director, officer, employee, member, manager, incorporator or stockholder of the Issuer or any Guarantor, as such, will have any liability for any obligations of the Issuer or the Guarantors under the Notes, the Indenture as supplemented by this Supplemental Indenture, the Note Guarantees, or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

SECTION 3.3. NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUCT THIS SUPPLEMENTAL INDENTURE WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY. EACH OF THE ISSUER, THE GUARANTORS, THE TRUSTEE AND THE HOLDERS HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE INDENTURE AS SUPPLEMENTED BY THIS SUPPLEMENTAL INDENTURE, THE NOTES, THE NOTE GUARANTEES OR THE TRANSACTION CONTEMPLATED HEREBY AND THEREBY.

SECTION 3.4. COUNTERPARTS. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

SECTION 3.5. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 3.6. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Issuer and the Guarantors.

SECTION 3.7. RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURES PART OF INDENTURE. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder heretofore or hereafter shall be bound hereby.

SECTION 3.8. EFFECTIVENESS. This Supplemental Indenture (including the amendments contained in Article I herein) shall be effective as of the date hereof.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

TERRAFORM POWER OPERATING, LLC

By: TERRAFORM POWER, LLC,
Its Sole Member and Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

TERRAFORM POWER, LLC
as Parent Guarantor

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

SUNEDISON CANADA YIELDCO MASTER HOLDCO, LLC
SUNEDISON YIELDCO CHILE MASTER HOLDCO, LLC
SUNEDISON YIELDCO DG-VIII MASTER HOLDCO, LLC
SUNEDISON YIELDCO UK HOLDCO 3 MASTER HOLDCO, LLC
SUNEDISON YIELDCO UK HOLDCO 4 MASTER HOLDCO, LLC
SUNEDISON YIELDCO UK HOLDCO 2 MASTER HOLDCO, LLC
SUNEDISON YIELDCO ACQ1 MASTER HOLDCO, LLC
SUNEDISON YIELDCO NELLIS MASTER HOLDCO, LLC
SUNEDISON YIELDCO REGULUS MASTER HOLDCO, LLC
SUNEDISON YIELDCO ACQ2 MASTER HOLDCO, LLC
SUNEDISON YIELDCO ACQ3 MASTER HOLDCO, LLC
SUNEDISON YIELDCO ACQ9 MASTER HOLDCO, LLC
SUNEDISON YIELDCO ACQ4 MASTER HOLDCO, LLC
SUNEDISON YIELDCO ACQ5 MASTER HOLDCO, LLC
SUNEDISON YIELDCO ENFINITY MASTER HOLDCO, LLC
SUNEDISON YIELDCO DGS MASTER HOLDCO, LLC
SUNEDISON YIELDCO ACQ7 MASTER HOLDCO, LLC
SUNEDISON YIELDCO ACQ8 MASTER HOLDCO, LLC
SUNEDISON YIELDCO ACQ6 MASTER HOLDCO, LLC
TERRAFORM POWER IVS I MASTER HOLDCO, LLC
TERRAFORM LPT ACQ MASTER HOLDCO, LLC
TERRAFORM SOLAR MASTER HOLDCO, LLC
SUNEDISON YIELDCO DG MASTER HOLDCO, LLC
TERRAFORM CD ACQ MASTER HOLDCO, LLC
TERRAFORM REC ACQ MASTER HOLDCO, LLC
TERRAFORM SOLAR XVII ACQ MASTER HOLDCO, LLC
TERRAFORM FIRST WIND ACQ MASTER HOLDCO, LLC
TERRAFORM THOR ACQ MASTER HOLDCO, LLC
as Guarantors

By: TERRAFORM POWER OPERATING, LLC,
its Sole Member and Sole Manager

By: TERRAFORM POWER, LLC,
its Sole Member and Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

FIRST WIND KAHUKU HOLDINGS, LLC,
as Guaranteeing Subsidiary

By: HAWAIIAN ISLAND HOLDINGS, LLC, its
Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

FIRST WIND OPERATING COMPANY, LLC,
as Guaranteeing Subsidiary

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

FWPV CAPITAL, LLC
as Guaranteeing Subsidiary

By: FW MASS PV PORTFOLIO, LLC, its Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and Secretary

FWPV HOLDINGS, LLC

as Guaranteeing Subsidiary

By: FWPV CAPITAL, LLC, its Managing Member

By: FW MASS PV PORTFOLIO, LLC, its Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and Sole Manager

By: /s/ Sebastian Deschler

Name: Sebastian Deschler

Title: Senior Vice President, General Counsel and Secretary

MA OPERATING HOLDINGS, LLC

as Guaranteeing Subsidiary

By: SUNEDISON YELDCO ACQ7, LLC, its Managing Member

By: SUNEDISON YELDCO ACQ7 MASTER HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and Sole Manager

By: /s/ Sebastian Deschler

Name: Sebastian Deschler

Title: Senior Vice President, General Counsel and Secretary

NORTHEAST WIND CAPITAL HOLDINGS, LLC,
as Guaranteeing Subsidiary

By: NORTHEAST WIND PARTNERS II, LLC, its
Managing Member

By: FIRST WIND NORTHEAST COMPANY, LLC, its
Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

NORTHEAST WIND CAPITAL II, LLC,
as Guaranteeing Subsidiary

By: NORTHEAST WIND CAPITAL HOLDINGS,
LLC, its Managing Member

By: NORTHEAST WIND PARTNERS II, LLC, its
Managing Member

By: FIRST WIND NORTHEAST COMPANY, LLC, its
Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler

Name: Sebastian Deschler

Title: Senior Vice President, General Counsel and
Secretary

NORTHEAST WIND PARTNERS II, LLC,
as Guaranteeing Subsidiary

By: FIRST WIND NORTHEAST COMPANY, LLC, its
Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

**HAWAIIAN ISLAND HOLDINGS, LLC,
FIRST WIND HWP HOLDINGS, LLC,
FIRST WIND NORTHEAST COMPANY, LLC
FW MASS PV PORTFOLIO, LLC**
as Guaranteeing Subsidiaries

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

**MAINE WIND PARTNERS II, LLC
FIRST WIND BLUE SKY EAST HOLDINGS, LLC,
SHEFFIELD WIND HOLDINGS, LLC
CSSW COHOCTON HOLDINGS, LLC**
as Guaranteeing Subsidiaries

By: NORTHEAST WIND CAPITAL II, LLC, its
Managing Member

By: NORTHEAST WIND CAPITAL HOLDINGS,
LLC, its Managing Member

By: NORTHEAST WIND PARTNERS II, LLC, its
Managing Member

By: FIRST WIND NORTHEAST COMPANY, LLC, its
Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

SUNEDISON CANADA YELDCO, LLC
as Guaranteeing Subsidiary

By: SUNEDISON CANADA YELDCO MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

SUNEDISON CANADA YELDCO LINDSAY, LLC
as Guaranteeing Subsidiary

By: SUNEDISON CANADA YELDCO, LLC, its
Managing Member

By: SUNEDISON CANADA YELDCO MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

SUNEDISON MARSH HILL, LLC
as Guaranteeing Subsidiary

By: SUNEDISON YIELDCO ACQ5, LLC, its
Managing Member

By: SUNEDISON YIELDCO ACQ5 MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

SUNEDISON YIELDCO ACQ5, LLC,
as Guaranteeing Subsidiary

By: SUNEDISON YIELDCO ACQ5 MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

SUNEDISON YIELDCO ACQ7, LLC,
as Guaranteeing Subsidiary

By: SUNEDISON YIELDCO ACQ7 MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

SUNEDISON YIELDCO ACQ9, LLC,
as Guaranteeing Subsidiary

By: SUNEDISON YIELDCO ACQ9 MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

SUNEDISON YIELDCO REGULUS HOLDINGS, LLC,
as Guaranteeing Subsidiary

By: SUNEDISON YIELDCO REGULUS MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

SUNEDISON YIELDCO UK HOLDCO 2, LLC,
as Guaranteeing Subsidiary

By: SUNEDISON YIELDCO UK HOLDCO 2
MASTER HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

TERRAFORM FIRST WIND ACQ, LLC,
as Guaranteeing Subsidiary

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

TERRAFORM ONTARIO SOLAR HOLDINGS, LLC
as Guaranteeing Subsidiary

By: SUNEDISON YIELDCO ACQ10, LLC, its
Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

TERRAFORM POWER IVS I HOLDINGS II, LLC
as Guaranteeing Subsidiary

By: TERRAFORM POWER IVS I HOLDINGS, LLC,
its Managing Member

By: TERRAFORM IVS I MASTER HOLDCO, LLC, its
Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

TERRAFORM POWER IVS I HOLDINGS, LLC
as Guaranteeing Subsidiary

By: TERRAFORM IVS I MASTER HOLDCO, LLC, its
Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

TERRAFORM PRIVATE HOLDINGS II, LLC,
as Guaranteeing Subsidiary

By: TERRAFORM THOR ACQ HOLDINGS, LLC, its
Managing Member

By: TERRAFORM THOR ACQ MASTER HOLDCO,
LLC, its Managing Member

By: SUNEDISON YIELDCO ACQ10, LLC, its
Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

TERRAFORM THOR ACQ HOLDINGS, LLC,
as Guaranteeing Subsidiary

By: TERRAFORM THOR ACQ MASTER HOLDCO,
LLC, its Managing Member

By: SUNEDISON YIELDCO ACQ10, LLC, its
Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

2413465 ONTARIO, INC.
as Guaranteeing Subsidiary

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Authorized Signatory

KAHUKU HOLDINGS, LLC,
as Guaranteeing Subsidiary

By: FIRST WIND KAHUKU HOLDINGS, LLC, its
Managing Member

By: HAWAIIAN ISLAND HOLDINGS, LLC, its
Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

KAHUKU WIND POWER, LLC,
as Guaranteeing Subsidiary

By: KAHUKU HOLDINGS, LLC, its Managing
Member

By: FIRST WIND KAHUKU HOLDINGS, LLC, its
Managing Member

By: HAWAIIAN ISLAND HOLDINGS, LLC, its
Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler

Name: Sebastian Deschler

Title: Senior Vice President, General Counsel and
Secretary

HAWAII HOLDINGS, LLC,
as Guaranteeing Subsidiary

By: HAWAIIAN ISLAND HOLDINGS, LLC, its
Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

KAHEAWA WIND POWER II, LLC,
as Guaranteeing Subsidiary

By: HAWAII HOLDINGS, LLC, its Managing Member

By: HAWAIIAN ISLAND HOLDINGS, LLC, its
Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler

Name: Sebastian Deschler

Title: Senior Vice President, General Counsel and
Secretary

**ROLLINS HOLDINGS, LLC,
STETSON WIND HOLDINGS COMPANY, LLC,
CSSW STEEL WINDS HOLDINGS, LLC,**
as Guaranteeing Subsidiaries

By: NORTHEAST WIND CAPITAL II, LLC, its
Managing Member

By: NORTHEAST WIND CAPITAL HOLDINGS,
LLC, its Managing Member

By: NORTHEAST WIND PARTNERS II, LLC, its
Managing Member

By: FIRST WIND NORTHEAST COMPANY, LLC, its
Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler

Name: Sebastian Deschler

Title: Senior Vice President, General Counsel and
Secretary

EVERGREEN WIND POWER III, L.L.C.,
as Guaranteeing Subsidiary

By: ROLLINS HOLDINGS, LLC, its Managing
Member

By: NORTHEAST WIND CAPITAL II, LLC, its
Managing Member

By: NORTHEAST WIND CAPITAL HOLDINGS,
LLC, its Managing Member

By: NORTHEAST WIND PARTNERS II, LLC, its
Managing Member

By: FIRST WIND NORTHEAST COMPANY, LLC, its
Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

SHEFFIELD HOLDINGS, LLC,
as Guaranteeing Subsidiary

By: SHEFFIELD WIND HOLDINGS, LLC, its
Managing Member

By: NORTHEAST WIND CAPITAL II, LLC, its
Managing Member

By: NORTHEAST WIND CAPITAL HOLDINGS,
LLC, its Managing Member

By: NORTHEAST WIND PARTNERS II, LLC, its
Managing Member

By: FIRST WIND NORTHEAST COMPANY, LLC, its
Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

VERMONT WIND, LLC,
as Guaranteeing Subsidiary

By: SHEFFIELD HOLDINGS, LLC, its Managing Member

By: SHEFFIELD WIND HOLDINGS, LLC, its Managing Member

By: NORTHEAST WIND CAPITAL II, LLC, its Managing Member

By: NORTHEAST WIND CAPITAL HOLDINGS, LLC, its Managing Member

By: NORTHEAST WIND PARTNERS II, LLC, its Managing Member

By: FIRST WIND NORTHEAST COMPANY, LLC, its Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and Sole Manager

By: /s/ Sebastian Deschler

Name: Sebastian Deschler

Title: Senior Vice President, General Counsel and Secretary

HURON HOLDINGS, LLC,
as Guaranteeing Subsidiary

By: CSSW STEEL WINDS HOLDINGS, LLC, its
Managing Member

By: NORTHEAST WIND CAPITAL II, LLC, its
Managing Member

By: NORTHEAST WIND CAPITAL HOLDINGS,
LLC, its Managing Member

By: NORTHEAST WIND PARTNERS II, LLC, its
Managing Member

By: FIRST WIND NORTHEAST COMPANY, LLC, its
Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

**NIAGARA WIND POWER, LLC,
ERIE WIND, LLC,**
as Guaranteeing Subsidiaries

By: HURON HOLDINGS, LLC, its Managing Member

By: CSSW STEEL WINDS HOLDINGS, LLC, its
Managing Member

By: NORTHEAST WIND CAPITAL II, LLC, its
Managing Member

By: NORTHEAST WIND CAPITAL HOLDINGS,
LLC, its Managing Member

By: NORTHEAST WIND PARTNERS II, LLC, its
Managing Member

By: FIRST WIND NORTHEAST COMPANY, LLC, its
Managing Member

By: FIRST WIND OPERATING COMPANY, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ, LLC, its
Managing Member

By: TERRAFORM FIRST WIND ACQ MASTER
HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler

Name: Sebastian Deschler

Title: Senior Vice President, General Counsel and
Secretary

SUNEDISON YIELDCO UK HOLDCO 3, LLC,
as Guaranteeing Subsidiary

By: SUNEDISON YIELDCO UK HOLDCO 3
MASTER HOLDCO, LLC, its Managing Member

By: TERRAFORM POWER OPERATING, LLC, its
Sole Member and Sole Manager

By: TERRAFORM POWER, LLC, its Sole Member and
Sole Manager

By: /s/ Sebastian Deschler
Name: Sebastian Deschler
Title: Senior Vice President, General Counsel and
Secretary

NORRINGTON SOLAR FARM LIMITED,
as Guaranteeing Subsidiary

By: /s/ Rebecca Cranna
Name: Rebecca Cranna
Title: Director

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: /s/ Richard Prokosch
Name: Richard Prokosch
Title: Vice President



TerraForm Power Operating, LLC Announces Completion of Consent Solicitation

Bethesda, MD, August 30, 2016 (GLOBENEWSWIRE) - TerraForm Power, Inc. (Nasdaq: TERP) (the "**Company**"), an owner and operator of clean energy power plants, today announced that its subsidiary TerraForm Power Operating, LLC ("**TerraForm Power**") has successfully completed the amended and restated solicitation of consents (the "**Consent Solicitation**") from holders of record as of 5:00 p.m., New York City time, on August 16, 2016 (the "**Record Date**") of its 5.875% Senior Notes due 2023 (the "**2023 Notes**") and its 6.125% Senior Notes due 2025 (the "**2025 Notes**" and, together with the 2023 Notes, the "**Notes**" and each, a "**series of the Notes**") to obtain waivers (collectively, the "**Waiver**") relating to certain reporting covenants under the indenture dated as of January 28, 2015 (as supplemented, the "**January 2015 Indenture**") with respect to the 2023 Notes, and the indenture dated as of July 17, 2015 (as supplemented, the "**July 2015 Indenture**" and, together with the January 2015 Indenture, the "**Indentures**") with respect to the 2025 Notes, in each case among TerraForm Power, as issuer, the Guarantors party thereto and U.S. Bank National Association, as trustee (the "**Trustee**"), and to effectuate certain amendments to the respective Indentures (collectively, the "**Amendments**").

The Consent Solicitation received broad support from the holders of the respective Notes and provides the Company additional time as it works to complete its audit and annual report for the 2015 fiscal year as well as its subsequent quarterly financial statements and quarterly reports. As described in more detail below, under the terms of the Waivers, the deadline to comply with the reporting covenants in the Indentures relating to the filing of the Company's Form 10-K for 2015 and Form 10-Q for the first quarter of 2016 was extended to December 6, 2016. Compliance with the reporting covenants in the Indentures relating to the filing of the Company's Form 10-Q for the second quarter of 2016 was also waived until December 6, 2016, and consequently no event of default is expected to occur with respect to this Form 10-Q unless such Form 10-Q were not filed by early 2017.

"We are pleased to have worked collaboratively with our bondholders to complete this consent solicitation," said Peter Blackmore, Chairman and Interim CEO of the Company. "The Board and management team are focused on creating value for all stakeholders, and today's announcement is another example of these efforts coming to fruition. We are committed to ensuring that TerraForm Power's business continues to operate smoothly as we work to create value for all stakeholders."

The Consent Solicitation expired at 5:00 p.m., New York City time, on Friday, August 26, 2016, by which time TerraForm Power received validly delivered and unrevoked consents from the Holders (as defined in the Consent Solicitation Statement of TerraForm Power dated August 19, 2016) of a majority in aggregate principal amount of each series of the Notes outstanding as of the Record Date (with respect to the respective series of the Notes, the "**Consenting Holders**"), as reported by Global Bondholder Services Corporation, the Tabulation Agent. TerraForm Power paid, through the Tabulation Agent, to each Consenting Holder of the respective series of the Notes a consent fee of \$5.00 for each \$1,000 principal amount of such series of the Notes for which such Holder delivered its consent. In addition, in connection with the consummation of the Consent Solicitation, TerraForm Power, the Guarantors party thereto and the Trustee executed the Fourth Supplemental Indenture, dated as of August 29, 2016, to the January 2015 Indenture and the Third Supplemental Indenture, dated as of August 29, 2016, to the July 2015 Indenture, to effectuate the Amendments. The Waiver Effectiveness Date for purposes of the Consent Solicitation is 5 p.m., New York City time, on Monday, August 29, 2016.

The Waiver, which became effective simultaneously upon the payment of the Consent Fee and effectiveness of the Amendments, waives any and all Defaults or Events of Default (as such terms are defined in the respective Indentures) existing as of the Waiver Effectiveness Date, and the consequences thereof, with respect to any failure to comply with the respective Indentures, the respective Notes or the respective Note Guarantees (as defined in the respective Indentures) that may have occurred, directly or indirectly, as a result of, arising from, relating to or in connection with a failure to comply with the covenants set forth in Section 4.03 of the respective Indentures other than those under Section 4.03(a)(3) thereof relating to current reports on Form 8-K (such covenants, other than those under Section 4.03(a)(3) thereof, being referred to herein as the "**Annual and Quarterly Reporting Covenants**") and (ii) compliance

with the Annual and Quarterly Reporting Covenants, in each case from the Waiver Effectiveness Date until 5:00 p.m., New York City time, on December 6, 2016 (such time and date, the **"Waiver Expiration Date"**), if TerraForm Power has not, by the Waiver Effectiveness Date, filed with the Securities and Exchange Commission or made publicly available all annual and quarterly reports that would have been required to be so filed or made publicly available pursuant to the Annual and Quarterly Reporting Covenants and cured each Default or Event of Default in connection therewith.

In addition, under the Waiver, in the event that (x) the Company publicly announces at any time a binding transaction that has been approved by the Board of Directors of the Company and which, if consummated, would constitute either a Change of Control (as defined in the respective Indentures) or a Qualifying Acquisition (as defined in the Consent Solicitation Statement of TerraForm Power dated August 19, 2016) (such transaction, an **"M&A Transaction"**) and (y) such M&A Transaction includes an offer by TerraForm Power (or one of its affiliates) or a potential acquiror (or one of its affiliates) to each Holder (as defined in the respective Indentures) of the respective Notes to repurchase all or any part of that Holder's respective Notes at a purchase price in cash at least equal to 101% of the aggregate principal amount of such respective Notes repurchased, plus accrued and unpaid interest, if any, on such respective Notes repurchased to the date of repurchase (such an offer, a **"Repurchase Offer"**), compliance with the Annual and Quarterly Reporting Covenants will be suspended beginning on the date of such public announcement and the Waiver will continue in full force and effect regardless of the Waiver Expiration Date; *provided* that such suspension of compliance with the Annual and Quarterly Reporting Covenants shall cease on the date that is six months following the date of such public announcement if (a) such M&A Transaction has not been consummated within such six months and (b) the Company has not publicly announced any other M&A Transaction with an accompanying Repurchase Offer within such six months (it being understood that, in the case of a public announcement of such other M&A Transaction with an accompanying Repurchase Offer, a renewed six month suspension period will begin on the date of such public announcement); *provided, further*, that if such M&A Transaction has been consummated within such six months (it being understood that such M&A Transaction shall have met the requirement of the preceding clause (y) relating to a Repurchase Offer), (x) any and all Defaults or Events of Default existing as of the consummation of such M&A Transaction, and the consequences thereof, with respect to any failure to comply with the respective Indentures, the respective Notes or the respective Note Guarantees that may have occurred, directly or indirectly, as a result of, arising from, relating to or in connection with a failure to comply with the Annual and Quarterly Reporting Covenants will be waived and (y) compliance with the Annual and Quarterly Reporting Covenants will be waived with respect to any fiscal quarter or fiscal year (other than (i) the first full fiscal quarter that begins after the consummation of such M&A Transaction and any subsequent fiscal quarter thereafter and (ii) the first full fiscal year that begins after the consummation of such M&A Transaction and any subsequent fiscal year thereafter) (it being understood that, with respect to each such fiscal period in (i) and (ii) of this clause (y), compliance with the Annual and Quarterly Reporting Covenants shall again apply).

About TerraForm Power

TerraForm Power is a renewable energy company 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: www.terraformpower.com.

Contacts:

Investors:

Brett Prior
TerraForm Power
bprior@terraform.com
(650) 889-8628

Media:

Meaghan Repko / Joseph Sala / Nicholas Leasure
Joele Frank, Wilkinson Brimmer Katcher
media@terraform.com
(212) 355-4449