
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. 16)*

TerraForm Power, Inc.

(Name of Issuer)

Common stock, Class A, \$0.01 par value
(Title of Class of Securities)

88104R209
(CUSIP Number)

A.J. Silber
Brookfield Asset Management Inc.
Brookfield Place
181 Bay Street, Suite 300
Toronto, Ontario M5J 2T3
(416) 363-9491

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

June 11, 2018
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act.

1	NAMES OF REPORTING PERSONS BROOKFIELD ASSET MANAGEMENT INC.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION ONTARIO	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 136,570,068
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 136,570,068
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 136,570,068	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 65.33%(1)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

(1) Percentage ownership is based on an aggregate number of Class A Shares of 209,061,636 outstanding as of June 11, 2018, equal to (i) 148,086,027 Class A Shares outstanding as of April 30, 2018, based on information disclosed by the Issuer in its Quarterly Report on Form 10-Q, filed May 21, 2018 plus (ii) an aggregate of 31,097,561 Class A Shares and 29,878,048 Class A Shares purchased by Orion US Holdings 1 L.P. and Brookfield BRP Holdings (Canada) Inc., respectively, in the Brookfield Purchase, as discussed in Item 4 of this Amendment No. 16.

1	NAMES OF REPORTING PERSONS PARTNERS LIMITED	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION ONTARIO	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 136,570,068
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 136,570,068
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 136,570,068	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 65.33%(1)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

(1) Percentage ownership is based on an aggregate number of Class A Shares of 209,061,636 outstanding as of June 11, 2018, equal to (i) 148,086,027 Class A Shares outstanding as of April 30, 2018, based on information disclosed by the Issuer in its Quarterly Report on Form 10-Q, filed May 21, 2018 plus (ii) an aggregate of 31,097,561 Class A Shares and 29,878,048 Class A Shares purchased by Orion US Holdings 1 L.P. and Brookfield BRP Holdings (Canada) Inc., respectively, in the Brookfield Purchase, as discussed in Item 4 of this Amendment No. 16.

1	NAMES OF REPORTING PERSONS BROOKFIELD BRP HOLDINGS (CANADA) INC.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) BK	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION ONTARIO	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 136,570,068
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 136,570,068
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 136,570,068	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 65.33% ⁽¹⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

(1) Percentage ownership is based on an aggregate number of Class A Shares of 209,061,636 outstanding as of June 11, 2018, equal to (i) 148,086,027 Class A Shares outstanding as of April 30, 2018, based on information disclosed by the Issuer in its Quarterly Report on Form 10-Q, filed May 21, 2018 plus (ii) an aggregate of 31,097,561 Class A Shares and 29,878,048 Class A Shares purchased by Orion US Holdings 1 L.P. and Brookfield BRP Holdings (Canada) Inc., respectively, in the Brookfield Purchase, as discussed in Item 4 of this Amendment No. 16.

1	NAMES OF REPORTING PERSONS BROOKFIELD ASSET MANAGEMENT PRIVATE INSTITUTIONAL CAPITAL ADVISER (CANADA), L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION ONTARIO	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 106,692,020
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 106,692,020
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 106,692,020	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 51.03% ⁽¹⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

(1) Percentage ownership is based on an aggregate number of Class A Shares of 209,061,636 outstanding as of June 11, 2018, equal to (i) 148,086,027 Class A Shares outstanding as of April 30, 2018, based on information disclosed by the Issuer in its Quarterly Report on Form 10-Q, filed May 21, 2018 plus (ii) an aggregate of 31,097,561 Class A Shares and 29,878,048 Class A Shares purchased by Orion US Holdings 1 L.P. and Brookfield BRP Holdings (Canada) Inc., respectively, in the Brookfield Purchase, as discussed in Item 4 of this Amendment No. 16.

1	NAMES OF REPORTING PERSONS BROOKFIELD INFRASTRUCTURE FUND III GP LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 106,692,020
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 106,692,020
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 106,692,020	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 51.03%(1)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

(1) Percentage ownership is based on an aggregate number of Class A Shares of 209,061,636 outstanding as of June 11, 2018, equal to (i) 148,086,027 Class A Shares outstanding as of April 30, 2018, based on information disclosed by the Issuer in its Quarterly Report on Form 10-Q, filed May 21, 2018 plus (ii) an aggregate of 31,097,561 Class A Shares and 29,878,048 Class A Shares purchased by Orion US Holdings 1 L.P. and Brookfield BRP Holdings (Canada) Inc., respectively, in the Brookfield Purchase, as discussed in Item 4 of this Amendment No. 16.

1	NAMES OF REPORTING PERSONS ORION US GP LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 106,692,020
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 106,692,020
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 106,692,020	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 51.03% ⁽¹⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

(1) Percentage ownership is based on an aggregate number of Class A Shares of 209,061,636 outstanding as of June 11, 2018, equal to (i) 148,086,027 Class A Shares outstanding as of April 30, 2018, based on information disclosed by the Issuer in its Quarterly Report on Form 10-Q, filed May 21, 2018 plus (ii) an aggregate of 31,097,561 Class A Shares and 29,878,048 Class A Shares purchased by Orion US Holdings 1 L.P. and Brookfield BRP Holdings (Canada) Inc., respectively, in the Brookfield Purchase, as discussed in Item 4 of this Amendment No. 16.

1	NAMES OF REPORTING PERSONS ORION US HOLDINGS 1 L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) BK	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 106,692,020 ⁽¹⁾
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 106,692,020 ⁽¹⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 106,692,020 ⁽¹⁾	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 51.03% ⁽²⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

(1) Orion US LP disclaims beneficial ownership of any Class A Shares, including any Class A Shares that may be deemed to be beneficially owned by any other Reporting Person.

(2) Percentage ownership is based on an aggregate number of Class A Shares of 209,061,636 outstanding as of June 11, 2018, equal to (i) 148,086,027 Class A Shares outstanding as of April 30, 2018, based on information disclosed by the Issuer in its Quarterly Report on Form 10-Q, filed May 21, 2018 plus (ii) an aggregate of 31,097,561 Class A Shares and 29,878,048 Class A Shares purchased by Orion US Holdings 1 L.P. and Brookfield BRP Holdings (Canada) Inc., respectively, in the Brookfield Purchase, as discussed in Item 4 of this Amendment No. 16.

This Amendment No. 16 (this "Amendment No. 16") to Schedule 13D is being filed by Orion US Holdings 1 L.P., Orion US GP LLC, Brookfield Infrastructure Fund III GP LLC, Brookfield Asset Management Private Institutional Capital Adviser (Canada), L.P., Brookfield BRP Holdings (Canada) Inc., Brookfield Asset Management Inc. and Partners Limited to amend the Schedule 13D filed on June 29, 2016 (the "Original Schedule 13D"), as amended by Amendment No. 1 to the Original Schedule 13D, filed on July 22, 2016, Amendment No. 2 to the Original Schedule 13D, filed on October 19, 2016, Amendment No. 3 to the Original Schedule 13D, filed on November 10, 2016, Amendment No. 4 to the Original Schedule 13D, filed on November 18, 2016, Amendment No. 5 to the Original Schedule 13D, filed on December 5, 2016, Amendment No. 6 to the Original Schedule 13D, filed on January 10, 2017, Amendment No. 7 to the Original Schedule 13D, filed on January 23, 2017, Amendment No. 8 to the Original Schedule 13D, filed on February 21, 2017, Amendment No. 9 to the Original Schedule 13D, filed on March 8, 2017, Amendment No. 10 to the Original Schedule 13D, filed on May 17, 2017, Amendment No. 11 to the Original Schedule 13D, filed on October 17, 2017, Amendment No. 12 to the Original Schedule 13D, filed on October 18, 2017, Amendment No. 13 to the Original Schedule 13D, filed on February 7, 2018, Amendment No. 14 to the Original Schedule 13D filed on May 29, 2018 and Amendment No. 15 to the Original Schedule 13D filed on June 6, 2018 (as so amended, the "Amended Schedule 13D"), with respect to beneficial ownership of the shares of Class A common stock, \$0.01 par value per share, of TerraForm Power, Inc., a corporation organized under the laws of the state of Delaware.

This Amendment No. 16 hereby amends Items 2(a)-(b), 3, 4, 5(a)-(c), 6 and 7 of the Amended Schedule 13D as follows:

Item 2. Identity and Background

Item 2(a)-(b) of the Amended Schedule 13D is hereby amended and restated by deleting it in its entirety and substituting the following in lieu thereof:

(a) This Schedule 13D is being filed by and on behalf of each of the following persons (each, a "Reporting Person"):

- (i) Orion US Holdings 1 L.P., a Delaware limited partnership ("Orion US LP"), with respect to the Class A Shares of the Issuer directly owned by it;
- (ii) Orion US GP LLC, a Delaware limited liability company ("Orion US GP"), with respect to the Class A Shares of the Issuer owned by Orion US LP;
- (iii) Brookfield Infrastructure Fund III GP LLC, a Delaware limited liability company ("BIF"), which serves as the indirect general partner of Orion US GP and Orion US LP;
- (iv) Brookfield Asset Management Private Institutional Capital Adviser (Canada), L.P., a Manitoba limited partnership ("BAMPIC Canada"), which serves as the investment adviser to BIF;
- (v) Brookfield BRP Holdings (Canada) Inc., a corporation formed under the laws of the Province of Ontario, Canada, ("BRPHC"), with respect to Class A Shares of the Issuer directly owned by it and with respect to the Class A Shares of the Issuer held by Orion US LP;
- (vi) Brookfield Asset Management, Inc., a corporation formed under the laws of the Province of Ontario, Canada ("Brookfield"), which is the ultimate parent of BIF, BAMPIC Canada and BRPHC and may be deemed to have voting and dispositive power over the Class A Shares held by the Reporting Persons; and
- (vii) Partners Limited, a corporation formed under the laws of the Province of Ontario, Canada ("Partners"). Partners holds 85,120 Class B limited voting shares of Brookfield, representing 100% of such shares, and 867,495 Class A limited voting shares of Brookfield, representing approximately 0.1% of such shares.

Schedules I, II, III, IV and V hereto set forth a list of all the directors and executive officers (the "Scheduled Persons"), and their respective principal occupations and addresses, of Orion US GP, BIF, BRPHC, Brookfield and Partners, respectively, and the principal occupations and addresses of such directors and executive officers.

The Reporting Persons are making this single, joint filing because they are deemed to constitute a “group” within the meaning of Section 13(d)(3) of the Act. The agreement among the Reporting Persons to file this Schedule 13D jointly is attached hereto as Exhibit 99.16.

(b) The principal business of Orion US LP is investing in securities. The principal business of Orion US GP is to serve as the direct general partner of Orion US LP. The principal business of BIF is to invest in infrastructure assets and it serves as the indirect general partner of Orion US LP. The principal business of BAMPIC Canada is to serve as investment advisor for a variety of private investment vehicles, including BIF. The principal business of BRPHC is that of a holding company. The principal business of Brookfield is to invest in and operate businesses in the real estate, renewable power, infrastructure and private equity sectors. The principal business of Partners is that of a holding company. The principal business address of the Reporting Persons is 181 Bay Street, Suite 300, Brookfield Place, Toronto, Ontario M5J 2T3, Canada.

Item 3. Source and Amount of Funds or Other Consideration

Item 3 of the Amended Schedule 13D is hereby amended and restated by deleting it in its entirety and substituting the following in lieu thereof:

Of the Class A Shares reported to be beneficially owned by the Reporting Persons, 10,450,000 Class A Shares were acquired in the open market for an aggregate consideration of \$93,219,263 (including brokerage commission), and 65,144,459 Class A Shares reported to be beneficially owned by the Reporting Persons were acquired in connection with the consummation of the Merger for an aggregate consideration of \$620,175,250. The remaining 60,975,609 Class A Shares reported to be beneficially owned by the Reporting Persons were acquired in connection with the Brookfield Purchase for an aggregate consideration of \$649,999,992. All such purchases of Class A Shares were funded from available liquidity, which includes (i) a revolving syndicated credit facility to which affiliated entities of Orion US LP are parties (the “Orion Revolver”) and (ii) a revolving syndicated credit facility to which BRPHC and its affiliated entities are parties (the “BRPHC Revolver”). The Orion Revolver has a stated maturity date of June 21, 2019, a total aggregate principal amount of \$1,200,000,000 and an effective interest rate tied to certain benchmark interest rates plus a margin of up to 1.5%. As capital is called from committed limited partner investors, such investment capital will be used to repay the Orion Revolver. The BRPHC Revolver has a stated maturity date of June 30, 2023, a total aggregate principal amount of \$1,600,000,000 and an effective interest rate tied to certain benchmark interest rates plus a margin of up to 1.20%.

Item 4. Purpose of Transaction.

Item 4 of the Amended Schedule 13D is hereby amended by adding the following:

On June 11, 2018, pursuant to the Support Agreement, dated February 6, 2018, as amended by the Support Agreement Amendment, dated May 28, 2018 (as so amended, the “Support Agreement”), Orion US LP purchased an aggregate of 31,097,561 Class A Shares and BRPHC purchased an aggregate of 29,878,048 Class A Shares, in each case, at a price per share of \$10.66 (the “Brookfield Purchase”), in connection with the Issuer’s exercise of the Back-Stop (as defined in the Support Agreement). The Brookfield Purchase was made pursuant to the Class A Common Stock Purchase Agreement, dated June 11, 2018, by and among BRPHC, Orion US LP and the Issuer, which is attached hereto as Exhibit 99.17 and incorporated by reference herein.

In connection with the Brookfield Purchase, on June 11, 2018, BRPHC, Orion US LP and the Issuer entered into a joinder (the “Registration Rights Joinder”) to the Registration Rights Agreement (the “Registration Rights Agreement”), dated October 16, 2017, between Orion US LP and the Issuer. Pursuant to the Registration Rights Joinder, BRPHC is subject to and bound by all the terms and conditions of the Registration Rights Agreement as a Holder (as defined in the Registration Rights Agreement). The foregoing description of the Registration Rights Joinder does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Registration Rights Joinder attached hereto as Exhibit 99.18 and incorporated by reference herein.

On June 11, 2018, BRPHC, Orion US LP and the Issuer also entered into a joinder (the “Governance Agreement Joinder”) to the Governance Agreement (the “Governance Agreement”), dated October 16, 2017, between the Issuer and Orion US LP. Pursuant to the Governance Agreement Joinder, BRPHC is subject to and bound by all the terms and conditions of the Governance Agreement as a Sponsor Party (as defined in the Governance Agreement). The foregoing description of the Governance Agreement Joinder does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Governance Agreement Joinder attached hereto as Exhibit 99.19 and incorporated by reference herein.

Except as described in this Amendment No. 16 and the Amended Schedule 13D, the Reporting Persons have no plans or proposals which relate to, or would result in, any of the matters described in subsections (a) through (j) of Item 4 of Schedule 13D (although the Reporting Persons reserve the right to develop such plans or proposals, subject to compliance with applicable laws).

Item 5. Interest in Securities of the Issuer

Item 5(a)-(c) of the Amended Schedule 13D are hereby amended and restated by deleting them in their entirety and substituting the following in lieu thereof:

(a)-(b) The aggregate number and percentage of Class A Shares of the Issuer held by the Reporting Persons to which this Amended Schedule 13D relates is 136,570,068 shares, constituting 65.33% of the Issuer's currently outstanding Class A Shares. The percentage of Class A Shares of the Issuer is based on an aggregate number of Class A Shares of 209,061,636 outstanding as of June 11, 2018, equal to (i) 148,086,027 Class A Shares outstanding as of April 30, 2018, based on information disclosed by the Issuer in its Quarterly Report on Form 10-Q, filed May 21, 2018 plus (ii) an aggregate of 31,097,561 Class A Shares and 29,878,048 Class A Shares purchased by Orion US Holdings 1 L.P. and Brookfield BRP Holdings (Canada) Inc., respectively, in the Brookfield Purchase, as discussed in Item 4 of this Amendment No. 16.

If the Reporting Persons are deemed to be members of a "group," within the meaning of the Act, such "group" shall be deemed to beneficially own 136,570,068 Class A Shares, which represents 65.33% of the Issuer's outstanding Class A Shares.

(i) Orion US LP

- (a) As of June 11, 2018, Orion US LP may, subject to its disclaimer below, be deemed the beneficial owner of 106,692,020 Class A Shares of the Issuer, constituting a percentage of 51.03%
- (b) Sole voting power to vote or direct vote: 0
Shared voting power to vote or direct vote: 106,692,020 Class A Shares of the Issuer
Sole power to dispose or direct the disposition: 0
Shared power to dispose or direct the disposition: 106,692,020 Class A Shares of the Issuer

Orion US LP disclaims beneficial ownership of any Class A Shares, including any Class A Shares that may be deemed to be beneficially owned by any other Reporting Person.

(ii) Orion US GP

- (a) As of June 11, 2018, Orion US GP may be deemed the beneficial owner of 106,692,020 Class A Shares of the Issuer, constituting a percentage of 51.03%
- (b) Sole voting power to vote or direct vote: 0
Shared voting power to vote or direct vote: 106,692,020 Class A Shares of the Issuer
Sole power to dispose or direct the disposition: 0
Shared power to dispose or direct the disposition: 106,692,020 Class A Shares of the Issuer

Orion US GP does not have any economic interest in any Class A Shares, including any Class A Shares that may be deemed to be beneficially owned by any other Reporting Person.

(iii) BIF

- (a) As of June 11, 2018, BIF may be deemed the beneficial owner of 106,692,020 Class A Shares of the Issuer, constituting a percentage of 51.03%
 - (b) Sole voting power to vote or direct vote: 0
Shared voting power to vote or direct vote: 106,692,020 Class A Shares of the Issuer
Sole power to dispose or direct the disposition: 0
Shared power to dispose or direct the disposition: 106,692,020 Class A Shares of the Issuer
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(iv) BAMPIC Canada

- (a) As of June 11, 2018, BAMPIC Canada may be deemed the beneficial owner of 106,692,020 Class A Shares of the Issuer, constituting a percentage of 51.03%
- (b) Sole voting power to vote or direct vote: 0
Shared voting power to vote or direct vote: 106,692,020 Class A Shares of the Issuer
Sole power to dispose or direct the disposition: 0
Shared power to dispose or direct the disposition: 106,692,020 Class A Shares of the Issuer

(v) BRPHC

- (a) As of June 11, 2018, BRPHC may be deemed the beneficial owner of 136,570,068 Class A Shares of the Issuer, constituting a percentage of 65.33%
- (b) Sole voting power to vote or direct vote: 0
Shared voting power to vote or direct vote: 136,570,068 Class A Shares of the Issuer
Sole power to dispose or direct the disposition: 0
Shared power to dispose or direct the disposition: 136,570,068 Class A Shares of the Issuer

(viii) Brookfield

- (a) As of June 11, 2018, Brookfield may be deemed the beneficial owner of 136,570,068 Class A Shares of the Issuer, constituting a percentage of 65.33%
- (b) Sole voting power to vote or direct vote: 0
Shared voting power to vote or direct vote: 136,570,068 Class A Shares of the Issuer
Sole power to dispose or direct the disposition: 0
Shared power to dispose or direct the disposition: 136,570,068 Class A Shares of the Issuer

(ix) Partners

- (a) As of June 11, 2018, Partners may be deemed the beneficial owner of 136,570,068 Class A Shares of the Issuer, constituting a percentage of 65.33%
- (b) Sole voting power to vote or direct vote: 0
Shared voting power to vote or direct vote: 136,570,068 Class A Shares of the Issuer
Sole power to dispose or direct the disposition: 0
Shared power to dispose or direct the disposition: 136,570,068 Class A Shares of the Issuer

(c) On June 11, 2018, pursuant to the Support Agreement, Orion US LP acquired 31,097,561 Class A Shares and BRPHC acquired 29,878,048 Class A Shares, in each case at a price of \$10.66 per share in the Brookfield Purchase.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 of the Amended Schedule 13D is hereby amended by adding the following:

The information set forth in Item 4 of this Amendment No. 16 is incorporated by reference into Item 6 of the Amended Schedule 13D.

Except as described in this Amendment No. 16 and the Amended Schedule 13D, the Reporting Persons are not currently parties to any other contracts, arrangements, understandings or relationships (legal or otherwise) with respect to any securities of the Issuer.

Item 7. Materials to Be Filed as Exhibits.

- 99.16** Joint Filing Agreement, dated June 11, 2018, by and among Orion US Holdings 1 L.P., Orion US GP LLC, Brookfield Infrastructure Partners Fund III GP LLC, Brookfield Asset Management Private Institutional Adviser (Canada), L.P., Brookfield BRP Holdings (Canada) Inc., Brookfield Asset Management Inc. and Partners Limited
- 99.17** Class A Common Stock Purchase Agreement, dated June 11, 2018, by and among Brookfield BRP Holdings (Canada) Inc., Orion US Holdings 1 L.P. and TerraForm Power, Inc.
- 99.18** Registration Rights Joinder, dated June 11, 2018, by and among Orion US Holdings 1 L.P., Brookfield BRP Holdings (Canada) Inc. and TerraForm Power, Inc.
- 99.19** Joinder Agreement, dated June 11, 2018, by and among Orion US Holdings 1 L.P., Brookfield BRP Holdings (Canada) Inc. and TerraForm Power, Inc.
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SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

June 12, 2018

ORION US HOLDINGS 1 L.P.

by its general partner

ORION US GP LLC

By: /s/ Fred Day
Name: Fred Day
Title: Vice President

ORION US GP LLC

By: /s/ Fred Day
Name: Fred Day
Title: Vice President

**BROOKFIELD INFRASTRUCTURE
FUND III GP LLC**

By: /s/ Fred Day
Name: Fred Day
Title: Vice President

**BROOKFIELD ASSET MANAGEMENT
PRIVATE INSTITUTIONAL CAPITAL
ADVISER (CANADA), L.P.,
by its general partner,
BROOKFIELD PRIVATE FUNDS HOLDINGS INC.**

By: /s/ James Rickert
Name: James Rickert
Title: Senior Vice President

**BROOKFIELD BRP HOLDINGS
(CANADA) INC.**

By: /s/ Jennifer Mazin
Name: Jennifer Mazin
Title: Senior Vice President and Secretary

BROOKFIELD ASSET MANAGEMENT INC.

By: /s/ A.J. Silber
Name: A.J. Silber
Title: Vice-President, Legal Affairs

PARTNERS LIMITED

By: /s/ Brian D. Lawson
Name: Brian D. Lawson
Title: President

SCHEDULE I

ORION US GP LLC

Name and Position of Officer or Director	Principal Business Address	Principal Occupation or Employment	Citizenship
Keiji Hattori, Associate Vice President	NBF Hibiya Building 25F, 1-1-7 Uchisaiwaicho, Chiyoda-ku, Tokyo 100-0011	Senior Vice President of Brookfield	Japan
Scott Peak, Manager	1200 Smith Street Suite 1200 Houston, TX 77002	Managing Director of Brookfield	U.S.A.
Ralph Klatzkin, Manager and Vice President	Brookfield Place 250 Vesey Street, 15th Floor New York, NY 10281	Vice President of Brookfield	U.S.A.
Fred Day, Manager and Vice President	1200 Smith Street Suite 1200 Houston, TX 77002	Vice President of Brookfield	U.S.A.
Hadley Peer-Marshall, Senior Vice President	Brookfield Place 250 Vesey Street, 15th Floor New York, NY 10281	Managing Director of Brookfield	U.S.A.
Julian Deschatelets, Senior Vice President	181 Bay Street, Suite 300, Brookfield Place, Toronto, Ontario M5J 2T3, Canada	Managing Director of Brookfield	Canada
Andrea Rocheleau, Senior Vice President	41 Victoria Street Gatineau, Québec J8X 2A1, Canada	Managing Director of Brookfield	Canada
William Fyfe, Assistant Secretary	181 Bay Street, Suite 300, Brookfield Place, Toronto, Ontario M5J 2T3, Canada	Vice President of Brookfield	Canada

SCHEDULE II**BROOKFIELD INFRASTRUCTURE FUND III GP LLC**

Name and Position of Officer or Director	Principal Business Address	Principal Occupation or Employment	Citizenship
Justin Beber, President	181 Bay Street, Suite 300, Brookfield Place, Toronto, Ontario M5J 2T3, Canada	Senior Managing Partner of Brookfield	Canada
Mark Srulowitz, Manager and Vice President	Brookfield Place 250 Vesey Street, 15th Floor New York, NY 10281	Managing Partner of Brookfield	U.S.A.
Scott Peak, Manager	1200 Smith Street Suite 1200 Houston, TX 77002	Managing Director of Brookfield	U.S.A.
Keiji Hattori, Associate Vice President	NBF Hibiya Building 25F, 1-1-7 Uchisaiwaicho, Chiyoda-ku, Tokyo 100-0011	Senior Vice President of Brookfield	Japan
Ralph Klatzkin, Manager and Vice President	Brookfield Place 250 Vesey Street, 15th Floor New York, NY 10281	Vice President of Brookfield	U.S.A.
Fred Day, Manager and Vice President	1200 Smith Street Suite 1200 Houston, TX 77002	Vice President of Brookfield	U.S.A.

SCHEDULE III

BROOKFIELD BRP HOLDINGS (CANADA) INC.

Name and Position of Officer or Director	Principal Business Address	Principal Occupation or Employment	Citizenship
Edward Kress, Director and Chairman	51 Yonge St, Suite 400 Toronto, Ontario M5E 1J1, Canada	Corporate Director	Canada
David Mann, Director	50 McCurdy Drive Chester, Nova Scotia B0J 1J0, Canada	Corporate Director	Canada
John Van Egmond, Director	6900 N. Ozona Drive Tucson, AZ 85718	Financial Consultant, Ozona Corporation	U.S.A.
Harry Goldgut, Vice Chairman	181 Bay Street, Suite 300 Toronto, Ontario M5J 2T3, Canada	Vice Chairman, Infrastructure and Power	Canada
Richard Legault, Vice Chairman	41 Victoria Street Gatineau, Quebec J8X 2A1, Canada	Executive Chairman, Renewable Power	Canada
Sachin Shah, Chief Executive Officer	181 Bay Street, Suite 300 Toronto, Ontario M5J 2T3, Canada	Senior Managing Partner of Brookfield	Canada
Wyatt Hartley, Chief Financial Officer	181 Bay Street, Suite 300 Toronto, Ontario M5J 2T3, Canada	Managing Director of Brookfield	Canada
Jennifer Mazin, Senior Vice President & Secretary	181 Bay Street, Suite 300 Toronto, Ontario M5J 2T3, Canada	Managing Partner of Brookfield	Canada

SCHEDULE IV

BROOKFIELD ASSET MANAGEMENT, INC.

Name and Position of Officer or Director	Principal Business Address	Principal Occupation or Employment	Citizenship
M. Elyse Allan, Director	2300 Meadowvale Road, Mississauga, Ontario, L5N 5P9, Canada	President and Chief Executive Officer of General Electric Canada Company Inc.	Canada
Jeffrey M. Blidner, Director and Vice Chairman	181 Bay Street, Suite 300 Toronto, Ontario M5J 2T3, Canada	Vice Chairman of Brookfield	Canada
Angela F. Braly, Director	832 Alverna Drive, Indianapolis, Indiana 46260	President & Founder of The Braly Group, LLC	U.S.A.
Jack L. Cockwell, Director	51 Yonge Street, Suite 400, Toronto, Ontario M5E 1J1, Canada	Corporate Director	Canada
Marcel R. Coutu, Director	335 8th Avenue SW, Suite 1700 Calgary, Alberta T2P 1C9, Canada	Former President and Chief Executive Officer of Canadian Oil Sands Limited	Canada
Maureen Kempston Darkes, Director	10 Avoca Avenue Unit 1904 Toronto, Ontario M4T 2B7, Canada	Corporate Director of Brookfield and former President, Latin America, Africa and Middle East of General Motors Corporation	Canada
Murilo Ferreira, Director	Rua General Venâncio Flores 50 Cob. 01 Leblon, Rio de Janeiro- RJ 22441-090	Corporate Director	Brazil
J. Bruce Flatt, Director and Senior Managing Partner and Chief Executive Officer	181 Bay Street, Suite 300, Toronto, Ontario M5J 2T3, Canada	Senior Managing Partner and Chief Executive Officer of Brookfield	Canada
Robert J. Harding, Director	181 Bay Street, Suite 300, Brookfield Place, Toronto, Ontario M5J 2T3, Canada	Past Chairman of Brookfield	Canada
David W. Kerr, Director	c/o 51 Yonge Street, Suite 400, Toronto, Ontario M5E 1J1, Canada	Chairman of Halmont Properties Corp.	Canada
Brian W. Kingston, Senior Managing Partner	181 Bay Street, Suite 300 Toronto, Ontario M5J 2T3, Canada	Senior Managing Partner of Brookfield	Canada
Brian D. Lawson, Senior Managing Partner and Chief Financial Officer	181 Bay Street, Suite 300 Toronto, Ontario M5J 2T3, Canada	Senior Managing Partner and Chief Financial Officer of Brookfield	Canada

Name and Position of Officer or Director	Principal Business Address	Principal Occupation or Employment	Citizenship
Philip B. Lind, Director	Rogers Communications Inc., 333 Bloor Street East, 10th Floor, Toronto, Ontario M4W 1G9, Canada	Co-Founder, Vice Chairman and Director of Rogers Communications Inc.	Canada
Cyrus Madon, Senior Managing Partner	181 Bay Street, Suite 300 Toronto, Ontario M5J 2T3, Canada	Senior Managing Partner of Brookfield	Canada
Frank J. McKenna, Director	TD Bank Group, P.O. Box 1, TD Centre, 66 Wellington St. West, 4th Floor, TD Tower, Toronto, Ontario M5K 1A2, Canada	Chair of Brookfield and Deputy Chair of TD Bank Group	Canada
Youssef A. Nasr, Director	P.O. Box 16 5927, Beirut, Lebanon	Corporate Director of Brookfield and former Chairman and CEO of HSBC Middle East Ltd. and former President of HSBC Bank Brazil	Lebanon and U.S.A.
Lord Augustine Thomas O'Donnell, Director	P.O. Box 1, TD Centre, 66 Wellington St. W., 4th Floor, TD Tower Toronto, Ontario M5K 1A2, Canada	Chairman of Frontier Economics and Strategic Advisor of TD Bank Group	United Kingdom
Samuel J.B. Pollock, Senior Managing Partner	181 Bay Street, Suite 300 Toronto, Ontario M5J 2T3, Canada	Senior Managing Partner of Brookfield	Canada
Ngee Huat Seek, Director	168 Robinson Road #37 - 01 Capital Tower Singapore 068912	Former Chairman of the Latin American Business Group, Government of Singapore Investment Corporation	Singapore
Diana L. Taylor, Director	Solera Capital L.L.C 625 Madison Avenue, 3rd Floor New York, N.Y. 10022	Vice Chair of Solera Capital LLC	U.S.A
George S. Taylor, Director	R.R. #3, 4675 Line 3, St. Marys, Ontario N4X 1C6, Canada	Corporate Director of Brookfield	Canada
A.J. Silber, Vice-President, Legal Affairs	181 Bay Street, Suite 300 Toronto, Ontario M5J 2T3, Canada	Vice-President, Legal Affairs of Brookfield	Canada

SCHEDULE V**PARTNERS LIMITED**

Name and Position of Officer or Director	Principal Business Address	Principal Occupation or Employment	Citizenship
Jack L. Cockwell, Director and Chairman	51 Yonge Street, Suite 400, Toronto, Ontario M5E 1J1, Canada	Corporate Director	Canada
David W. Kerr, Director	51 Yonge Street, Suite 400, Toronto, Ontario M5E 1J1, Canada	Chairman of Halmont Properties Corp.	Canada
Brian D. Lawson, Director and President	Brookfield Asset Management, Inc., 181 Bay Street, Brookfield Place, Suite 300 Toronto, Ontario M5J 2T3, Canada	Senior Managing Partner and Chief Financial Officer of Brookfield	Canada
George E. Myhal, Director	Partners Value Fund Inc., 181 Bay Street, Brookfield Place, Suite 300, Toronto, Ontario M5J 2T3, Canada	Director of Partners Limited	Canada
Timothy R. Price, Director	51 Yonge Street, Suite 400 Toronto, Ontario M5E 1J1, Canada	Chairman, Brookfield Funds	Canada
Lorretta Corso, Secretary	Brookfield Asset Management, Inc., 181 Bay Street, Brookfield Place, Suite 300, Toronto, Ontario M5J 2T3, Canada	Corporate Secretarial Administrator, Brookfield	Canada

JOINT FILING AGREEMENT

This will confirm the agreement among the undersigned that the Schedule 13D filed on or about this date and any amendments thereto with respect to beneficial ownership by the undersigned of shares of Class A common stock, \$0.01 par value per share, of TerraForm Power, Inc. is being filed on behalf of each of the undersigned in accordance with Rule 13d-1(k)(1) under the Act.

This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

June 11, 2018

ORION US HOLDINGS 1 L.P. by its general partner **ORION US GP LLC**

By: /s/ Fred Day

Name: Fred Day
Title: Vice President

ORION US GP LLC

By: /s/ Fred Day

Name: Fred Day
Title: Vice President

BROOKFIELD INFRASTRUCTURE FUND III GP LLC

By: /s/ Fred Day

Name: Fred Day
Title: Vice President

BROOKFIELD ASSET MANAGEMENT PRIVATE INSTITUTIONAL CAPITAL ADVISER (CANADA), L.P.

By: /s/ James Rickert

Name: James Rickert
Title: Vice President,
Brookfield Private Funds Holdings Inc., as
general partner

BROOKFIELD BRP HOLDINGS (CANADA) INC.

By: /s/ Jennifer Mazin

Name: Jennifer Mazin
Title: Senior Vice President and Secretary

**BROOKFIELD ASSET MANAGEMENT,
INC.**

By: /s/ A.J. Silber

Name: A.J. Silber

Title: Vice-President, Legal Affairs

PARTNERS LIMITED

By: /s/ Brian Lawson

Name: Brian Lawson

Title: President

TERRAFORM POWER, INC.

CLASS A COMMON STOCK PURCHASE AGREEMENT

THIS CLASS A COMMON STOCK PURCHASE AGREEMENT (the “**Agreement**”) is made as of June 11, 2018 by and between TerraForm Power, Inc., a Delaware corporation (the “**Company**”), Orion US Holdings 1 LP, a Delaware limited partnership (“**Orion**”) and Brookfield BRP Holdings (Canada) Inc., an Ontario corporation (“**BRP**”, and together with Orion, the “**Investors**”).

RECITALS

WHEREAS, on February 6, 2018, the Company entered into a Support Agreement (as amended from time to time, the “**Support Agreement**”) with Brookfield Asset Management Inc. (“**Brookfield**”), pursuant to which Brookfield agreed that, if requested by the Company, Brookfield would provide a backstop to the Company for up to \$400 million of shares of Class A common stock of the Company, par value \$0.01 per share (the “**Common Stock**”) at a price per share equal to the five-day volume weighted average price of the shares of Common Stock ending the trading day prior to the Company’s announcement of the tender offer to acquire shares of Saeta Yield, S.A. (the “**Backstop Price**”);

WHEREAS, on May 28, 2018, the Support Agreement was amended to increase the size of the backstop to up to \$650 million of shares of Class A common stock;

WHEREAS, the Backstop Price is \$10.66 per share;

WHEREAS, on June 4, 2018, the Conflicts Committee of the Board of Directors of the Company approved the Company’s exercise of the backstop pursuant to the Support Agreement; and

WHEREAS, pursuant to terms set forth in this Agreement, the Company desires to sell to the Investors, and the Investors desire to purchase from the Company, shares of Common Stock;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1

Purchase and Sale of Shares

1.1 **Sale of Shares.** Subject to the terms and conditions hereof, the Company will i) issue and sell to Orion, and Orion will purchase from the Company, at the Closing (as defined below), for a total purchase price of \$331,500,000.26 (the “**Orion Purchase Price**”), 31,097,561 shares of Common Stock (the “**Orion Shares**”), and ii) issue and sell to BRP, and BRP will purchase from the Company, at the Closing (as defined below), for a total purchase price of \$318,499,991.68 (the “**BRP Purchase Price**” and together with the Orion Purchase Price, the “**Aggregate Purchase Price**”), 29,878,048 shares of Common Stock (the “**BRP Shares**” and together with the Orion Shares, the “**Shares**”).

1.2 **Closing.** The purchase and sale of the Shares shall take place remotely via the exchange of documents and signatures (the “**Closing**”) on June 8, 2018, or at such other time as agreed by both parties (the “**Closing Date**”). At the Closing, the Company will cause the transfer agent and registrar for the Common Stock to reflect the issuance of the Shares to the Investors and, concurrently, the Investors shall pay the Aggregate Purchase Price by wire transfer in accordance with the Company’s instructions.

SECTION 2

Representations and Warranties of the Company

The Company hereby represents and warrants the following as of the Closing Date:

2.1 **Organization and Good Standing and Qualifications.** The Company has been duly organized and is validly existing as a corporation in good standing under the laws of the State of Delaware, with requisite power and authority to own or lease its properties and conduct its business as now being conducted. The Company is duly qualified as a foreign corporation to do business and is in good standing in every jurisdiction in which the nature of the business conducted or property owned or leased by it makes such qualification necessary, other than those in which the failure so to qualify or be in good standing would not have a Material Adverse Effect. For purposes of this Agreement, “**Material Adverse Effect**” shall mean any event or condition that would reasonably be likely to have a material adverse effect on the business, operations, properties, or financial condition of the Company and its consolidated subsidiaries, taken as a whole, or adversely affect in any material respect the ability of the Company to perform its obligations; provided, that none of the following shall constitute a “Material Adverse Effect”: the effects of conditions or events that are generally applicable to the capital, financial, banking or currency markets and the renewable energy industry, and changes in the market price of the Common Stock.

2.2 **Authorization.** (i) The Company has the requisite corporate power and authority to enter into and perform its obligations under this Agreement; (ii) the execution and delivery of this Agreement by the Company, the consummation by the Company of the transactions contemplated hereby and thereby and the issuance, sale and delivery of the Shares have been duly authorized by all necessary corporate action and no further consent or authorization of the Company, its Board of Directors and, if required, stockholders; and (iii) the Agreement has been duly executed and delivered and constitutes a valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, securities, insolvency, or similar laws relating to, or affecting generally the enforcement of, creditors’ rights and remedies, or indemnification or by other equitable principles of general application.

2.3 **Valid Issuance of Shares.** The issuance of the Shares has been duly authorized by all requisite corporate action. When the Shares are issued, sold and delivered in accordance with the terms of this Agreement for the consideration expressed herein, the Shares will be duly and validly issued and outstanding, fully paid, and nonassessable, and will be free of all liens and restrictions on transfer other than restrictions on transfer under applicable state and federal securities laws and any Investor shall be entitled to all rights accorded to a holder of shares of Common Stock.

2.4 **No Conflict.** The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby and thereby do not and will not (i) contravene or conflict with the certificate of incorporation or bylaws of the Company, (ii) contravene or conflict with or constitute a material default under any law binding upon or applicable to the Company or (iii) contravene or conflict with or constitute a material default under any material agreement or judgment binding upon or applicable to the Company.

2.5 **Consents.** Except for the consents that have been obtained on or prior to the Closing or filings required by the federal securities laws or stock exchange rules, no consent, approval, license, order, authorization, registration, declaration or filing with or of any governmental entity or other person is required to be done or obtained by the Company in connection with (i) the execution and delivery by the Company of this Agreement, (ii) the performance by the Company of its obligations under this Agreement or (iii) the consummation by the Company of any of the transactions contemplated by this Agreement.

2.6 **Compliance.** The Company is not, and the execution and delivery of this Agreement and the consummation of the transactions contemplated herewith will not cause the Company to be (i) in violation or default of any provision of any instrument, mortgage, deed of trust, loan, contract, (ii) in violation of any provision of any judgment, decree, order or obligation to which it is a party or by which it or any of its properties or assets are bound, or (iii) in violation of any federal, state or, to its knowledge, local statute, rule or governmental regulation, in the case of each of clauses (i), (ii) and (iii), which would have a Material Adverse Effect.

2.7 **Capitalization.** As of June 1, 2018 (the “**Reference Date**”), a total of 148,086,027 shares of Common Stock were issued and outstanding, increased thereafter solely as set forth in the next sentence. Other than in the ordinary course of business, the Company has not issued any capital stock since the Reference Date other than pursuant to (i) employee benefit plans and (ii) outstanding warrants or options. The outstanding shares of capital stock of the Company have been duly and validly issued and are fully paid and nonassessable, were not issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities

2.8 **Exemption from Registration, Valid Issuance.** Subject to, and in reliance on, the representations, warranties and covenants made herein by the Investors, the issuance and sale of the Shares in accordance with the terms and on the bases of the representations and warranties set forth in this Agreement, may be issued and sold without registration under the Securities Act of 1933, as amended (the “**Securities Act**”), pursuant to the Section 4(a)(2) thereof. The sale and issuance of the Shares pursuant to, and the Company’s performance of its obligations under, this Agreement will not (i) result in the creation or imposition of any liens, charges, claims or other encumbrances upon the Shares or any of the assets of the Company, or (ii) entitle the holders of any outstanding shares of capital stock of the Company to preemptive or other rights to subscribe to or acquire the Shares or other securities of the Company.

2.9 **Transfer Taxes.** All stock transfer or other taxes (other than income taxes) which are required to be paid in connection with the sale and transfer of the Shares to be sold to Investor hereunder will be, or will have been, fully paid or provided for by the Company and all laws imposing such taxes will be or will have been fully complied with.

2.10 **Investment Company.** The Company is not and, after giving effect to the offering and sale of the Shares, will not be an “investment company” as defined in the Investment Company Act of 1940, as amended.

2.11 **Brokers.** No brokers, finders or financial advisory fees or commissions will be payable by the Company or any of its subsidiaries in respect of the transactions contemplated by this Agreement.

2.12 **Registration Rights.** The Company acknowledges and agrees that all Shares issued to Orion pursuant to this Agreement shall be “Registrable Shares” as defined in the Registration Rights Agreement, dated October 16, 2017 between the Company and Orion.

SECTION 3

Representations and Warranties of the Investor

The Investor hereby represents and warrants the following as of the Execution Date:

3.1 **Experience.** Each Investor is experienced in evaluating companies such as the Company, has such knowledge and experience in financial and business matters that such Investor is capable of evaluating the merits and risks of such Investor’s prospective investment in the Company, and has the ability to bear the economic risks of the investment.

3.2 **Investment.** Each Investor is acquiring the Shares for investment for such Investor’s own account and not with the view to, or for resale in connection with, any distribution thereof. Each Investor understands that the Shares have not been and will not be registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent as expressed herein. Each Investor further represents that it does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to any third person with respect to any of the Shares.

3.3 **Rule 144.** Each Investor acknowledges that the Shares must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available. Each Investor is aware of the provisions of Rule 144 promulgated under the Securities Act which permit limited resale of shares purchased in a private placement subject to the satisfaction of certain conditions. In connection therewith, each Investor acknowledges that the Company will make a notation on its stock books regarding the restrictions on transfers set forth in this Section 3, and will transfer the Shares on the books of the Company only to the extent not inconsistent herewith and therewith.

3.4 **Access to Information.** Each Investor has received and reviewed information about the Company and has had an opportunity to discuss the Company's business, management and financial affairs with its management and to review the Company's facilities. Each Investor has had a full opportunity to ask questions of and receive answers from the Company, or any person or persons acting on behalf of the Company, concerning the terms and conditions of an investment in the Shares. Each Investor is not relying upon, and has not relied upon, any statement, representation or warranty made by any person, except for the statements, representations and warranties contained in this Agreement.

3.5 **Authorization.** This Agreement when executed and delivered by each Investor will constitute a valid and legally binding obligation of each Investor, enforceable in accordance with its terms, subject to: (i) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief, and other equitable remedies; and (ii) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights.

3.6 **Investor Status.** Each Investor acknowledges that it is either (i) an institutional "accredited investor" as defined in Rule 501(a) of Regulation D of the Securities Act (an "**Institutional Accredited Investor**") or (ii) a "qualified institutional buyer" as defined in Rule 144A of the Securities Act, as indicated on Schedule A hereto, and each Investor shall submit to the Company such further assurances of such status as may be reasonably requested by the Company.

3.7 **No Inducement.** Each Investor was not induced to participate in the offer and sale of the Shares by the filing of any registration statement in connection with any public offering of the Company's securities, and any Investor's decision to purchase the Shares hereunder was not influenced by the information contained in any such registration statement.

3.8 **No Conflicts.** The execution, delivery and performance by each Investor of this Agreement do not and will not (i) contravene or conflict with the organizational documents of such Investor, (ii) contravene or conflict with or constitute a default under any material provision of any law binding upon or applicable to such Investor or (iii) contravene or conflict with or constitute a default under any material contract or other material agreement or judgment, order, writ, injunction, citation, award or decree of any nature binding upon or applicable to such Investor.

3.9 **Consent.** No consent, approval, license, order, authorization, registration, declaration or filing with or of any governmental entity or other person is required to be done or obtained by each Investor in connection with (i) the execution and delivery by such Investor of this Agreement, (ii) the performance by such Investor of its obligations under this Agreement or (iii) the consummation by such Investor of any of the transactions contemplated by this Agreement.

SECTION 4

Conditions to Investors' Obligations at Closing

The obligations of the Investors under this Agreement are subject to the fulfillment on or before the Closing of each of the following conditions, any of which may be waived in writing by the Investors (except to the extent not permitted by law):

4.1 **No Injunction, etc.** No preliminary or permanent injunction or other binding order, decree or ruling issued by a court or governmental agency shall be in effect which shall have the effect of preventing the consummation of the transactions contemplated by this Agreement. No action or claim shall be pending before any court or quasi-judicial or administrative agency of any federal, state, local or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling or charge would be reasonably likely to (i) prevent consummation of any of the transactions contemplated by this Agreement, (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation or (iii) have the effect of making illegal the purchase of, or payment for, any of the Shares by any Investor.

4.2 **Representations and Warranties.** The representations and warranties of the Company contained in Section 2 shall have been true and correct in all material respects on and as of the Closing with the same effect as though such representations and warranties had been made on and as of the Closing.

4.3 **Securities Laws.** The offer and sale of the Shares to any Investor pursuant to this Agreement shall be exempt from the registration requirements of the Securities Act and the registration and/or qualification requirements of all applicable state securities laws.

4.4 **Authorizations.** All authorizations, approvals or permits, if any, of any governmental authority or regulatory body that are required in connection with the lawful issuance and sale of the Shares pursuant to this Agreement shall have been duly obtained and shall be effective on and as of the Closing.

SECTION 5

Conditions to the Company's Obligations at Closing

The obligations of the Company to the Investors under this Agreement are subject to the fulfillment on or before the Closing of each of the following conditions by each Investor:

5.1 **No Injunction, etc.** No preliminary or permanent injunction or other binding order, decree or ruling issued by a court or governmental agency shall be in effect which shall have the effect of preventing the consummation of the transactions contemplated by this Agreement. No action or claim shall be pending before any court or quasi-judicial or administrative agency of any federal, state, local or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling or charge would be reasonably likely to (i) prevent consummation of any of the transactions contemplated by this Agreement, (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation or (iii) have the effect of making illegal the purchase of, or payment for, any of the Shares by any Investor.

5.2 **Representations and Warranties.** The representations and warranties of the Investors contained in Section 3 shall be true and correct in all material respects on and as of the Closing with the same effect as though such representations and warranties had been made on and as of the Closing.

5.3 **Securities Law Compliance.** The offer and sale of the Shares to the Investors pursuant to this Agreement shall be exempt from the registration requirements of the Securities Act and the registration and/or qualification requirements of all applicable state securities laws.

5.4 **Authorizations.** All authorizations, approvals or permits, if any, of any governmental authority or regulatory body that are required in connection with the lawful issuance and sale of the Shares pursuant to this Agreement shall have been duly obtained and shall be effective on and as of the Closing.

SECTION 6

Resales

6.1 **Restrictive Legend.** The certificates representing the Shares, when issued, will bear a restrictive legend in substantially the following form:

“THE SECURITIES EVIDENCED OR CONSTITUTED HEREBY HAVE BEEN ISSUED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”) AND MAY NOT BE SOLD, OFFERED FOR SALE, TRANSFERRED, PLEDGED OR HYPOTHECATED WITHOUT REGISTRATION UNDER THE ACT UNLESS EITHER (i) THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL, IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE COMPANY, TO THE EFFECT THAT REGISTRATION IS NOT REQUIRED IN CONNECTION WITH SUCH DISPOSITION OR (ii) THE SALE OF SUCH SECURITIES IS MADE PURSUANT TO SECURITIES AND EXCHANGE COMMISSION RULE 144.”

The legend set forth in this Section 6.1 and the related notation in the Company’s stock books shall be removed and the Company shall issue a certificate without such legend or any other legend to the holder of the Shares or issue to such holder by electronic delivery at the applicable balance account at The Depository Trust Company, if (i) the Shares are registered for resale under the Securities Act, (ii) the Shares are sold or transferred in compliance with to Rule 144 and the Company has received such documents and other information as it shall have reasonably requested to demonstrate compliance of such transfer or sale with Rule 144, or (iii) the Shares are eligible for sale under Rule 144, without the requirement for the Company to be in compliance with the current public information required under Rule 144. Following Rule 144 becoming available for the resale of Shares, without the requirement for the Company to be in compliance with the current public information required under Rule 144, the Company shall (at the Company’s expense), upon the written request of Investor, cause its counsel to issue to the Company’s transfer agent a legal opinion authorizing the issuance of a certificate representing the Shares without any restrictive or other legends, if requested by such transfer agent.

SECTION 7

Miscellaneous

7.1 **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of New York as applied to agreements entered into and performed entirely in the State of New York by residents thereof.

7.2 **Survival.** The representations, warranties, covenants and agreements made herein shall survive any investigation made by any Investor and the Closing.

7.3 **Successors, Assigns.** Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. This Agreement may not be assigned by any party without the prior written consent of the other parties hereto; except that any party may assign this Agreement to any third party that acquires all or substantially all of such party's business, whether by merger, sale of assets or otherwise.

7.4 **Notices.** All notices and other communications required or permitted hereunder shall be in writing and shall be sent by facsimile (receipt confirmed) or mailed by registered or certified mail, postage prepaid, return receipt requested, or otherwise delivered by hand or by messenger, addressed

if to the Company, at the following address:

TerraForm Power, Inc.
7550 Wisconsin Ave.
Bethesda, MD 20814
Attention: General Counsel
Telephone: (240) 762-7700
E-mail: AROcheleau@terraform.com

if to Orion, at the following address:

Orion US Holdings 1 LP
181 Bay Street, Suite 300
Toronto, Ontario
M5J 2T3
Attention: General Counsel
E-mail: Jennifer.Mazin@brookfield.com

if to BRP, at the following address:

Brookfield BRP Holdings (Canada) Inc.
181 Bay Street, Suite 300
Toronto, Ontario
M5J 2T3
Attention: General Counsel
E-mail: Jennifer.Mazin@brookfield.com

or at such other address as any party shall have furnished to the other parties in writing. All notices and communications under this Agreement shall be deemed to have been duly given (i) when delivered by hand, if personally delivered, (ii) when received by a recipient, if sent by email, (iii) when sent, if sent by facsimile, with an acknowledgement of sending being produced by the sending facsimile machine or (iv) one Business Day following sending within the United States by overnight delivery via commercial one-day overnight courier service.

7.5 **Expenses.** Each of the Company and the Investors shall bear its own expenses and legal fees incurred on its behalf with respect to this Agreement and the transactions contemplated hereby.

7.6 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be enforceable against the party actually executing the counterpart, and all of which together shall constitute one instrument.

7.7 **Severability.** In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to any party.

7.8 **Entire Agreement.** This Agreement constitutes the full and entire understanding and agreement among the parties with regard to the subjects hereof and thereof. No party shall be liable or bound to any other party in any manner with regard to the subjects hereof or thereof by any warranties, representations or covenants except as specifically set forth herein or therein.

7.9 **Waiver.** The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party. None of the terms, covenants and conditions of this Agreement can be waived except by the written consent of the party waiving compliance.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Common Stock Purchase Agreement as of the date first set forth above.

TERRAFORM POWER, INC.

By: /s/ Andrea Rocheleau

Name: Andrea Rocheleau

Title: General Counsel

ORION US HOLDINGS 1 L.P., by its
general partner **ORION US GP LLC**

By: /s/ Julian Deschatelets

Name: Julian Deschatelets

Title: Senior Vice President

BROOKFIELD BRP HOLDINGS (CANADA) INC.

By: /s/ Jennifer Mazin

Name: Jennifer Mazin

Title: Senior Vice President & Secretary

REGISTRATION RIGHTS JOINDER

THIS REGISTRATION RIGHTS JOINDER is made as of the 11th day of June, 2018,

B E T W E E N:

BROOKFIELD BRP HOLDINGS (CANADA) INC., a corporation incorporated under the laws of the province of Ontario
(“*BRPHC*”)

– and –

ORION US HOLDINGS 1 L.P., a limited partnership incorporated under the laws of the State of Delaware
(“*Brookfield*”)

– and –

TERRAFORM POWER, INC., a corporation incorporated under the laws of the State of Delaware
(“*TerraForm*”)

RECITALS:

Brookfield and TerraForm entered into a Registration Rights Agreement dated October 16, 2017 (the “Registration Rights Agreement”); and

BRPHC has agreed to purchase 29,878,048 shares of Class A common stock, par value \$0.01 per share, of TerraForm (the “Class A Shares”) in a private placement (the “Private Placement”).

NOW THEREFORE in consideration of the premises and mutual agreements herein contained, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Registration Rights Joinder

Upon the consummation of the Private Placement, (a) BRPHC shall be added as a “Holder” under the Registration Rights Agreement and (b) BRPHC shall be subject to and bound by all the terms and conditions of the Registration Rights Agreement as a “Holder”.

Except as modified hereby, the terms of the Registration Rights Agreement remain in full force and effect. TerraForm acknowledges and agrees that the Conflicts Committee of the TerraForm Board of Directors has agreed to and approved this Registration Rights Joinder.

2. Further Assurances

Each of the parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party hereto may

reasonably require from time to time for the purpose of giving effect to this Registration Rights Joinder and shall use its best efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Registration Rights Joinder.

3. Governing Law

This Registration Rights Joinder shall be governed by and construed in accordance with the laws of the State of New York.

4. Counterparts

This Registration Rights Joinder may be executed in one or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution and delivery of this Registration Rights Joinder may be made and evidenced by facsimile transmission or other means of electronic transmission.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties hereto have executed this Registration Rights Joinder as of the date first written above.

BROOKFIELD BRP HOLDINGS (CANADA) INC.,

by /s/ Jennifer Mazin

Name: Jennifer Mazin

Title: Senior Vice President and Secretary

ORION US HOLDINGS 1 L.P.,

by ORION US GP LLC,

by /s/ Julian Deschatelets

Name: Julian Deschatelets

Title: Senior Vice President

TERRAFORM POWER, INC.,

by /s/ Andrea Rocheleau

Name: Andrea Rocheleau

Title: General Counsel

JOINDER AGREEMENT

This Joinder Agreement, dated as of June 11, 2018, (this "Joinder Agreement") is a joinder to the Governance Agreement, dated October 16, 2017, by and among TerraForm Power, Inc. (the "Company"), Orion US Holdings 1 L.P. ("Sponsor") and the other parties party thereto from time to time (the "Governance Agreement"). Capitalized terms used but not defined herein shall have the meaning given to such terms in the Governance Agreement.

1. The undersigned, having received and reviewed a copy of the Governance Agreement, hereby agrees to be bound by the terms, conditions and other provisions of the Governance Agreement as though it is a "Sponsor Party" under the Governance Agreement, with all attendant rights, duties and obligations stated therein applicable to the "Sponsor Parties" in the same manner as if the undersigned were party to the Governance Agreement as of the date on which it was originally executed.
2. The undersigned represents and warrants to the Company that it is a Controlled Affiliate of Brookfield.
3. This Joinder Agreement shall be deemed to be made in and in all respects shall be interpreted, governed by and construed in accordance with, the internal laws of the State of Delaware, 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.
4. This Joinder Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which shall be deemed an original, but all the counterparts shall together constitute one and the same instrument. This Joinder Agreement and any signed agreement or instrument entered into in connection with this Joinder Agreement, and any amendments or waivers hereto and thereto, to the extent signed and delivered by facsimile or in electronic format (e.g., "pdf" or "tif") shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has executed and delivered this Joinder Agreement as of the date first written above.

BROOKFIELD BRP HOLDINGS (CANADA) INC.

By: /s/ Jennifer Mazin

Name: Jennifer Mazin

Title: Senior Vice President and Secretary

AGREED AND ACKNOWLEDGED:

TERRAFORM POWER, INC.

By: /s/ Andrea Rocheleau

Name: Andrea Rocheleau

Title: General Counsel

**ORION US HOLDINGS 1 L.P., by its general partner, ORION
US GP LLC**

By: /s/ Julian Deschatelets

Name: Julian Deschatelets

Title: Senior Vice President

[Signature Page to Joinder Agreement]