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

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

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)

February 6, 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 75,594,459
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 75,594,459
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 75,594,459	
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) 51.00% ⁽¹⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

(1) Percentage ownership is based on an aggregate number of Class A Shares of 148,224,429 outstanding as of October 31, 2017, based on information disclosed by the Issuer in its Amendment No. 1 to its Form S-1 Registration Statement, filed December 22, 2017.

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 75,594,459
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 75,594,459
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 75,594,459	
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) 51.00%(2)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

(2) Percentage ownership is based on an aggregate number of Class A Shares of 148,224,429 outstanding as of October 31, 2017, based on information disclosed by the Issuer in its Amendment No. 1 to its Form S-1 Registration Statement, filed December 22, 2017.

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 75,594,459
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 75,594,459
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 75,594,459	
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) 51.00% ⁽³⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

(3) Percentage ownership is based on an aggregate number of Class A Shares of 148,224,429 outstanding as of October 31, 2017, based on information disclosed by the Issuer in its Amendment No. 1 to its Form S-1 Registration Statement, filed December 22, 2017.

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 75,594,459
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 75,594,459
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 75,594,459	
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) 51.00% ⁽⁴⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

(4) Percentage ownership is based on an aggregate number of Class A Shares of 148,224,429 outstanding as of October 31, 2017, based on information disclosed by the Issuer in its Amendment No. 1 to its Form S-1 Registration Statement, filed December 22, 2017.

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 75,594,459
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 75,594,459
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 75,594,459	
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) 51.00% ⁽⁵⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

(5) Percentage ownership is based on an aggregate number of Class A Shares of 148,224,429 outstanding as of October 31, 2017, based on information disclosed by the Issuer in its Amendment No. 1 to its Form S-1 Registration Statement, filed December 22, 2017.

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 75,594,459 ⁽⁶⁾
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 75,594,459 ⁽⁶⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 75,594,459 ⁽⁶⁾	
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) 51.00% ⁽⁷⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

(6) 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.

(7) Percentage ownership is based on an aggregate number of Class A Shares of 148,224,429 outstanding as of October 31, 2017, based on information disclosed by the Issuer in its Amendment No. 1 to its Form S-1 Registration Statement, filed December 22, 2017.

This Amendment No. 13 (this "Amendment No. 13") 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 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 and Amendment No. 12 to the Original Schedule 13D, filed on October 18, 2017 (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. 13 hereby amends Items 4, 6 and 7 of the Amended Schedule 13D as follows:

Item 4. Purpose of Transaction.

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

In connection with the Issuer's announced cash tender offer to acquire all of the issued and outstanding shares of Saeta Yield, S.A. (the "Saeta Tender Offer"), it is anticipated that the Issuer's funding of such Saeta Tender Offer may include an equity offering of Class A Shares on a pro rata basis to existing stockholders of the Issuer of up to approximately \$400 million (such potential equity offering, the "Equity Offering"). The pricing, size and timing of the Equity Offering (including the decision to use the Back-Stop) would be subject to prior review and approval of the Conflicts Committee of the Board of Directors of the Issuer (the "Conflicts Committee"), together with any other necessary approvals, and would reflect then-current market conditions and relevant market practice for such offerings. In addition, the Issuer would retain an independent financial advisor in respect of the Equity Offering and such financial advisor would provide advice to the Issuer and the Conflicts Committee as to the then-current market conditions and market practice.

In connection with the Equity Offering, on February 6, 2018, Brookfield and the Issuer entered into a Support Agreement (the "Support Agreement"). Pursuant to the Support Agreement, Brookfield agreed that, if requested by the Issuer, Brookfield would provide a back-stop to the Issuer for up to 100% of the Equity Offering (such agreement, the "Back-Stop") if the offering price per Class A Share to stockholders of the Issuer in the Equity Offering equals the five-day volume weighted average price (VWAP) of the Class A Shares ending the trading day prior to the Issuer's announcement of the Saeta Tender Offer.

Brookfield's obligations in relation to the provision of the Back-Stop under the Support Agreement are subject to successful commencement of the Saeta Tender Offer under applicable Spanish law and to prior effectiveness of the registration statement, if required, that the Issuer would file in connection with the Equity Offering, and such obligations would not apply to any Equity Offering commenced prior to May 1, 2018 or after September 30, 2018. Subject to the foregoing, if the Back-Stop is exercised by the Issuer, one or more Brookfield affiliates may purchase Class A Shares in accordance with the Back-Stop under the Support Agreement. One or more Brookfield affiliates may also otherwise participate in the Equity Offering.

No fee would be payable to Brookfield in connection with the Back-Stop or the entry into the Support Agreement.

The Support Agreement does not (i) require the Issuer to make or complete the Saeta Tender Offer, (ii) require the Issuer to make or complete any Equity Offering or (iii) commit the Issuer to an Equity Offering at any particular price, of any particular size or at any particular time.

The foregoing descriptions of the Equity Offering and Support Agreement do not purport to be complete. The foregoing description of the Support Agreement is subject to, and qualified in its entirety by, the full text of the Support Agreement, which is attached hereto as Exhibit 99.14 and incorporated herein by reference.

Other than as set forth in 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 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. 13 is incorporated by reference into Item 6 of the Amended Schedule 13D.

Except as described in this Amendment No. 13 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.

99.14 Support Agreement, dated as of February 6, 2018, by and between Brookfield Asset Management Inc. and TerraForm Power, Inc.

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.

February 7, 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 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

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT is made as of the 6th day of February, 2018,

B E T W E E N:

BROOKFIELD ASSET MANAGEMENT INC., a corporation incorporated under the laws of the Province of Ontario

(“*Brookfield*”)

- and -

TERRAFORM POWER, INC., a corporation incorporated under the laws of the State of Delaware

(“*TerraForm*”)

RECITALS:

TerraForm is considering the acquisition of all of the issued and outstanding shares of Saeta Yield, S.A. (“*Saeta*”) pursuant to a cash tender offer at a price of €12.20 per share (the “*Tender Offer*”).

Brookfield is a controlling affiliate of Orion US Holdings 1 L.P. (“*Orion*”), which is the owner of an approximately 51% equity interest in TerraForm.

It is anticipated that TerraForm’s funding of the Tender Offer may include an equity offering of shares of TerraForm common stock (the “*Common Stock*”) on a pro rata basis to existing TerraForm stockholders of up to approximately \$400 million (the “*Equity Offering*”).

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

1. Provision of the Back-Stop

(a) Brookfield hereby agrees that, if requested by TerraForm, Brookfield will provide a back-stop to Terraform for up to 100% of the Equity Offering (such agreement, the “*Back-Stop*”) if the offering price to TerraForm stockholders in the Equity Offering equals TerraForm’s five-day volume weighted average price (VWAP) ending the trading day prior to TerraForm’s announcement of the Saeta transaction.

(b) Brookfield's obligations under Section 1(a) are subject to successful commencement of the Tender Offer under applicable Spanish law and to prior effectiveness of the necessary TerraForm registration statement, if required. Brookfield's obligations under Section 1(a) will not apply to any Equity Offering commenced prior to May 1, 2018 or after September 30, 2018.

Brookfield acknowledges and agrees that no fee shall be payable to Brookfield in connection with the Back-Stop or the entry into this Agreement. TerraForm acknowledges and agrees that the Conflicts Committee of the TerraForm Board of Directors (the "Conflicts Committee") has agreed to and approved the matters set forth in this Agreement.

2. Terms of the Equity Offering

Brookfield and TerraForm acknowledge and agree that the pricing, size and timing of the Equity Offering (including the decision to use the Back-Stop) will be subject to prior review and approval of the Conflicts Committee, together with any other necessary approvals, and will reflect then-current market conditions and relevant market practice for such offerings. It is further acknowledged and agreed that TerraForm will retain an independent financial advisor in respect of the Equity Offering and that such financial advisor will provide advice to TerraForm and the Conflicts Committee as to the then-current market conditions and market practice.

This Agreement does not:

- (a) require TerraForm to make or complete the Tender Offer;
- (b) require TerraForm to make or complete any Equity Offering; or
- (c) commit TerraForm to an Equity Offering at any particular price, of any particular size or at any particular time.

3. 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 Agreement 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 Agreement.

4. Governing Law

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

5. **Counterparts**

This Agreement 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 Agreement may be made and evidenced by facsimile transmission or other means of electronic communication.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

BROOKFIELD ASSET MANAGEMENT INC.

by: _____
Name: Sachin Shah
Title: Senior Managing Partner

TERRAFORM POWER, INC.

by: _____
Name: Andrea Rocheleau
Title: General Counsel & Secretary