

TERP's obligation to purchase certain future Vivint solar residential projects from SunEdison ("the Take/Pay") pursuant to an Amended Interim Agreement dated December 9, 2015, and (2) TERP's obligation to purchase, contemporaneously with the closing of the merger, Vivint's operating assets from SunEdison under an Amended and Restated Purchase Agreement dated December 9, 2015 (the "Initial Dropdown," and together with the Take/Pay, "the Challenged Transactions").

B. Following expedited discovery and a hearing, on February 25, 2016, the Court denied Plaintiff's motion for a preliminary injunction.

C. On March 8, 2016, after several banks that were to finance the Vivint merger refused to provide loans, Vivint announced that it was terminating the Merger Agreement with SunEdison. The termination of the Merger Agreement eliminated TERP's obligations in connection with the Challenged Transactions, thereby mooting Plaintiff's request for a permanent injunction.

D. On March 22, 2016, Plaintiff filed a First Amended Complaint ("FAC"), adding Messrs. Chatila, Wuebbels, Truong, and Tesoriere as defendants. In the FAC, Plaintiff alleged that SunEdison had violated its fiduciary duty as TERP's controlling stockholder by causing changes to the composition of the TERP Board of Directors (the "Board") and the TERP Corporate Governance and Conflicts Committee of the Board of Directors (the "Conflicts Committee" or "Committee") on November 20, 2015. Plaintiff also alleged in the FAC that the Individual Defendants violated their fiduciary duties by voting to replace members of the Conflicts Committee on November 20, 2015. Plaintiff requested an order: (i) removing Blackmore, Jenkins-Stark and Compton from the Conflicts Committee; (ii) removing Wuebbels as TERP's CEO; (iii) requiring that the members of the Conflicts Committee be chosen

exclusively by a majority vote of TERP's Class A stockholders; (iv) appointing a TERP board member chosen by TERP's public stockholders; (v) appointing a monitor of the Board's proceedings; and (vi) awarding unspecified damages and attorneys' fees and expenses. Defendants moved to dismiss the FAC on April 6, 2016.

E. On March 25, 2016, Blackmore, Compton, Jenkins-Stark, and non-party Hanif Dahya, in their capacity as Board Members of TERP, passed a resolution authorizing the Conflicts Committee to act independently and with the power of the Board with respect to matters involving SunEdison. TERP acknowledges that the existence of the Action was a factor in determining whether to pass this resolution.

F. On March 31, 2016, Brian Wuebbels resigned as CEO and a director of TERP. Blackmore, Compton, Jenkins-Stark and Dahya formed an "Office of the Chairman" to address the vacancy in management resulting from Wuebbels' resignation. The Board also elected nonparty Ilan Daskal to replace Wuebbels as a director.

G. On April 20, 2016, Plaintiff filed a Second Amended Complaint ("SAC"). In the SAC, Plaintiff brought additional claims against Wuebbels, Blackmore, Jenkins-Stark, Compton, Chatila, and Truong ("the Director Defendants"). Plaintiff alleged that the Director Defendants breached their fiduciary duties by failing to remove Blackmore, Compton, and Jenkins-Stark from the Conflicts Committee after their appointment to the Office of the Chairman on March 31, 2016, and that the purported failure of the Director Defendants to maintain an independent Conflicts Committee breached the terms of the Conflicts Committee Charter.

H. On April 21, 2016, SunEdison filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York. That same day, SunEdison filed in this Action a Suggestion of

Bankruptcy and Notice of Stay, pursuant to which all claims, causes of action, and proceedings commenced against SunEdison were stayed.

I. Also on April 21, 2016, TERP dissolved the Office of the Chairman. Defendant Blackmore then resigned from the Conflicts Committee and former Conflicts Committee member and TERP independent director Hanif Dahya was reappointed as a member of the Conflicts Committee. Defendants deny that the creation of the Office of Chairman was in any way in violation of the Director Defendants' fiduciary duties or the Conflicts Committee Charter, but TERP acknowledges that the reappointment of Dahya to the Conflicts Committee provided a benefit to TERP stockholders. TERP further acknowledges that the Action was a factor in causing these steps to be taken.

J. On May 4, 2016, Defendants moved to dismiss all claims against them in the SAC.

K. On May 26, 2016, Ahmad Chatila resigned from the Board.

L. On June 1, 2016, TERP's Conflicts Committee, acting under the March 25 resolution, amended the LLC agreement of Terra LLC, which holds TERP's assets. The amendment provides that a newly formed Conflicts Committee of Terra LLC, which has the same members as TERP's Conflicts Committee, has the sole power to manage Terra LLC's business and affairs in any action involving SunEdison or its affiliates.

M. In late July 2016, counsel for Appaloosa and TERP began extensive arm's length negotiations towards settlement. Attorneys' fees were not discussed until all terms of a settlement had been agreed upon.

Plaintiff's Claims and Defendants' Denials of Wrongdoing and Liability

N. Plaintiff maintains that the claims asserted in the Action have merit, and that the Action has provided a benefit to TERP stockholders, but also believes that the settlement set forth below provides further substantial and immediate benefits for TERP and its current stockholders. In addition to these substantial benefits, Plaintiff and its counsel have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Action; (ii) the probability of success on the merits; (iii) possible defenses to the claims asserted in the Action; (iv) the desirability of permitting the settlement to be consummated according to its terms; (v) the expense and length of continued proceedings necessary to prosecute the Action through trial and appeals; (vi) the conclusion of Plaintiff and its counsel that the terms and conditions of the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of TERP and its current stockholders to settle the Action on the terms set forth herein.

O. The Individual Defendants maintain that their conduct was at all times proper and in compliance with applicable law and they have denied, and continue to vigorously deny, that they have committed or intended to commit any breaches of their obligations or violations of law arising out of any of the conduct, statements, acts, or omissions alleged in the Action or otherwise. The Individual Defendants further deny that they breached their fiduciary or any other legal duties. The Individual Defendants also deny that TERP was harmed by any conduct of the Individual Defendants alleged in the Action. The Individual Defendants assert that, at all relevant times, they acted in good faith and in a manner they reasonably believed to be in the best interests of TERP and its stockholders.

P. Defendants, however, recognize the uncertainty and the risk inherent in any litigation, and the difficulties and substantial burdens, expense, and length of time that may be

necessary to defend this proceeding through the conclusion of discovery, summary judgment motions, trial, post-trial motions, and appeals. Defendants wish to eliminate the uncertainty, risk, burden and expense of further litigation, and to permit the operation of TERP without further distraction and diversion of its directors and executive personnel with respect to the Action. Defendants thus acknowledge that the Stipulation provides a benefit to TERP and its stockholders. Defendants have therefore determined to settle the Action on the terms and conditions set forth in this Stipulation and to put the Released Claims to rest finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, BY AND AMONG THE PARTIES TO THIS STIPULATION, subject to the approval of the Court pursuant to Court of Chancery Rule 23.1, that all Released Claims shall be and hereby are compromised, settled, discontinued, and dismissed with prejudice as to all Released Persons upon the following terms and conditions:

I. DEFINITIONS

1.1. “Current TERP Stockholder” or “Current TERP Stockholders” means any Person or Persons who are record or beneficial owners of TERP common stock as of the date of this Stipulation, excluding SunEdison, the Individual Defendants, the officers and directors of TERP, members of their immediate families, and their legal representatives, heirs, successors, or assigns, and any entity in which the Individual Defendants have a controlling interest.

1.2. “Effective Date” means the date that the Judgment, which approves in all material respects the releases provided for in the Stipulation and dismisses the Action with prejudice, becomes Final.

1.3. “Final” means no longer subject to review upon appeal or review in connection with a Petition for Writ of Certiorari or similar writ, whether by exhaustion of any possible appeal, lapse of time, or otherwise.

1.4. “Judgment” means the Order and Final Judgment entered by the Court, substantially in the form annexed hereto as Exhibit C.

1.5. “Notice” means the Notice of Pendency of Settlement of Action, substantially in the form annexed hereto as Exhibit B.

1.6. “Person” means a natural person, individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, joint venture, joint stock company, estate, legal representative, trust, unincorporated association, government, or any political subdivision or agency thereof, any business or legal entity, and any spouse, heir, legatee, executor, administrator, predecessor, successor, representative, or assign of any of the foregoing.

1.7. “Plaintiff’s Counsel” means Lowenstein Sandler LLP and Ballard Spahr LLP.

1.8. “Released Claims” means and includes any and all stockholder derivative claims for relief or causes of action, debts, demands, rights, or liabilities whatsoever, known or unknown, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, against any Released Person(s), that (i) were asserted in the Action, or (ii) otherwise in any way relate to the subject matter of the Action, including, without limitation, the Challenged Transactions; changes to the membership of the Board and the Conflicts Committee on November 20, 2015; or the creation, operation, or dissolution of the Office of the Chairman. Released Claims do not include any claims if brought directly (rather than derivatively by a

stockholder) by TERP against anyone, including SunEdison. Released Claims also do not include any claims asserted by TERP against SunEdison and/or its affiliates in bankruptcy proceedings or any claims of SunEdison.

1.9. “Released Persons” means TERP, the Individual Defendants and SunEdison, together with their insurers, predecessors, successors, subsidiaries, affiliates, agents, attorneys, and each of their past or present officers, directors, and employees; provided, for the avoidance of doubt, that SunEdison and its past or present officers, directors, employees and affiliates are not released from any claims brought directly by TERP (rather than derivatively by a stockholder).

1.10. “Appaloosa Released Claims” means and includes any and all claims for relief or causes of action, debts, demands, rights, or liabilities whatsoever, known or unknown, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, against any Appaloosa Released Person(s) (i) arising from or relating in any way to Appaloosa’s prosecution of and participation in the Action or its conduct as derivative Plaintiff in the Action, or (ii) that otherwise in any way relate to the subject matter of the Action, including, without limitation, the Challenged Transactions; changes to the membership of the Board of Directors and the Conflicts Committee on November 20, 2015; or the creation, operation, or dissolution of the Office of the Chairman.

1.11. “Appaloosa Released Persons” means Appaloosa and Palomino Master Ltd., together with their predecessors, successors, subsidiaries, affiliates, partners, agents, attorneys and each of their past or present officers and employees.

1.12. “Court” means the Court of Chancery of the State of Delaware.

1.13. “Scheduling Order” means an order scheduling a hearing on the Stipulation and approving the form of Notice and method of giving notice, substantially in the form annexed hereto as Exhibit A.

1.14. “Settlement Hearing” means the hearing (or hearings) at which the Court will review and assess the adequacy, fairness, and reasonableness of the Stipulation, and the appropriateness and amount of the award of attorneys’ fees and expenses to be awarded by the Court (as set forth in Section III below).

II. TERMS OF SETTLEMENT AND RELEASES

2.1. In connection with the settlement and in consideration of the Releases set forth herein and dismissal with prejudice of the Action, TERP agrees to implement the following corporate actions:

- Historically, the Company and SunEdison have shared information technology systems. The Company shall segregate from SunEdison’s information technology systems the information technology systems that the Company utilizes for key functions (e.g., accounting systems and human resource systems) with the objective of the Company achieving direct control and oversight of such systems (such segregation to be effected through outsourcing to a third party, developing or acquiring systems, or any other commercially reasonable manner). Within ninety (90) days of the Effective Date, the Company’s Board, in consultation with information technology staff, will approve a comprehensive plan for such segregation of IT systems, including implementation plans, vendors, budgets, and other components. The Board will, with information technology staff, set a deadline or series of deadlines for completion of the segregation that the Board in

good faith believes, on the advice of information technology staff, to be reasonably achievable. Subject to the advice of information technology staff, the Board will seek to approve a plan that will result in a substantially complete segregation of IT systems by no later than July 2017, with interim target milestones of January 2017 for the segregation of the Company's data, March 2017 for the segregation of IT services (Network, laptop, VPN, Email, Websites etc.), and July 2017 for the commencement of operation of the various individual systems. Provided, however, that in no instance shall this paragraph be construed to require the Board to: (i) approve (or fail to extend) any implementation deadline that the Board reasonably believes based on the advice of information technology staff to be infeasible or to negatively impact the quality of such implementation or the operations of the company or its subsidiaries, including the timely preparation of financial statements; or (ii) approve the segregation of any particular system that the Board, for cost reasons, concludes that it would not be in the interests of shareholders to segregate in connection with the segregation plan addressed herein, and that the extent of and timeline for separation of systems relating to the management and operation of the Company's renewable energy power plants will depend on the extent to which SunEdison will continue to perform the relevant project-level services or be replaced by third parties;

- No later than the Effective Date, the authority of the Company's acting Chief Operating Officer, Tom Studebaker, a Partner of Alix Partners, shall be enhanced such that Mr. Studebaker (or any successor thereto as Chief Operating Officer) shall, subject to the authority of the Chief Executive Officer, have management responsibility for the ordinary course commercial operations of the Company and shall have equivalent authority with the Company's Chief Financial Officer, Chief Legal Officer and other senior executive officers, including a direct reporting line to the Chief Executive Officer. This obligation shall remain in effect for two years from the Effective Date or until SunEdison and/or its affiliates sells its controlling ownership of TERP or otherwise no longer controls more than 50% of the voting stock of TERP, whichever occurs first; and
- The Company shall, subject to good faith consultation with SunEdison and applicable stock exchange and regulatory requirements, identify and appoint an additional independent director to its Board of Directors. The Company shall use reasonable best efforts to accomplish said appointment within ninety (90) days of the Effective Date. If, notwithstanding reasonable best efforts, such a director has not been appointed within ninety (90) days, then the Company shall use reasonable best efforts for another ninety (90) days to identify and appoint such a director. If, at the end of 180 days, such a director has not been appointed, then the Company shall continue to seek to identify and appoint such a director, and shall consider in good faith proposals by then-current Class A shareholders of individuals to be considered for appointment. The appointee will not be proposed or nominated by Appaloosa.

In implementing these actions, TERP represents and warrants that it has the authority to execute and deliver these terms. Plaintiff acknowledges and agrees that TERP's obligations hereunder shall be subject to the fiduciary duties of the Directors to TERP and its stockholders and the Board of Directors shall not be required to authorize or take any action that the Board of Directors determines in good faith would be inconsistent with the fiduciary duties of the directors to TERP and its stockholders.

2.2. The obligations incurred pursuant to this Stipulation shall be in full and final disposition of the Action and any and all Released Claims.

2.3. Upon the Effective Date, Plaintiff (derivatively on behalf of TERP), Plaintiff's Counsel, and each and every Current TERP Stockholder claiming by, through, in the right of, derivatively, or on behalf of TERP shall have and by operation of the Judgment shall be deemed to have fully, finally, and forever released, relinquished, and discharged any and all of the Released Claims against the Released Persons. Each and every TERP stockholder (other than SunEdison) claiming derivatively on behalf of TERP will be bound by this release of the Released Claims against the Released Persons. Nothing contained herein shall be construed to release any claims against the Released Persons arising from conduct occurring after July 15, 2016. Furthermore, nothing herein shall be construed to release any claims directed against the Released Persons arising from conduct unrelated to the claims asserted in the Action or otherwise in any way unrelated to the subject matter of to the Action.

2.4. Notwithstanding the release described above, nothing herein is intended to affect any rights with respect to past or future indemnification or advancement or payment of past or future legal fees and defense costs arising under and pursuant to any Released Person's respective advancement or indemnification agreements with TERP, TERP's certificate of

incorporation or by-laws, any insurance policy covering TERP and its current and former officers and directors, applicable law, equity or other contract or applicable insurance.

2.5. Upon the Effective Date, both the Individual Defendants and TERP shall have and by operation of the Judgment and this Agreement shall be deemed to have fully, finally, and forever released, relinquished, and discharged any and all of the Appaloosa Released Claims against the Appaloosa Released Persons. Nothing contained herein shall be construed to release any claims against the Appaloosa Released Persons arising from conduct occurring after July 15, 2016. Furthermore, nothing herein shall be construed to release any claims directed against the Appaloosa Released Persons arising from conduct unrelated to the claims asserted in the Action or otherwise in any way unrelated to the subject matter of the Action.

2.6. Plaintiff, in its individual capacity, and derivatively on behalf of TERP, acknowledges that it may discover facts in addition to or different from those now known or believed to be true with respect to the subject matter of the Released Claims, but that it is its intention to fully, finally, and forever settle and release with prejudice any and all of the Released Claims. Plaintiff and its counsel shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code § 1542 (and equivalent, comparable, or analogous provisions of the laws of the United States or any state or territory thereof, or of the common law). California Civil Code § 1542 provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

2.7. The Individual Defendants and TERP acknowledge that they may discover facts in addition to or different from those now known or believed to be true with respect to the subject matter of the Appaloosa Released Claims, but that it is their intention to fully, finally, and forever settle and release with prejudice any and all of the Appaloosa Released Claims. The Individual Defendants, TERP, and their counsel shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code § 1542 (and equivalent, comparable, or analogous provisions of the laws of the United States or any state or territory thereof, or of the common law). California Civil Code § 1542 provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

2.8. Nothing herein shall in any way impair or restrict the rights of the Parties to enforce the terms of the settlement pursuant to this Stipulation.

III. ATTORNEYS' FEES AND EXPENSES

3.1. Plaintiff and Plaintiff's Counsel may apply to the Court for an award of attorneys' fees and expenses in connection with their prosecution of the Action, to be paid solely by TERP and/or its insurers. Plaintiff and Plaintiff's Counsel may apply to the Court for an award of attorneys' fees and expenses which, in the aggregate, does not exceed \$3,000,000, and Defendants will not oppose any application for an award of fee and expenses that does not exceed that sum.

3.2. TERP and/or TERP's insurers shall pay the amount or amounts the Court awards, up to \$3,000,000, pursuant to any fee and expense application. Payment shall be due within thirty (30) days following the Effective Date.

3.3. Court approval of the Stipulation is not in any way conditioned on Court approval of the fee and expense applications. Disallowance by the Court of any application for fees and expenses, or any portion thereof, any appeal from any order relating thereto, and any modification or reversal on appeal of any such order, shall not operate to terminate or cancel the Stipulation or affect its other terms, including the releases in set forth herein, or affect or delay the finality of the Judgment approving the Stipulation.

3.4. Payment of the amount or amounts the Court awards pursuant to the fee and expense applications to Plaintiff's Counsel shall constitute full satisfaction of any obligation to pay any amounts to any person, attorney, or law firm for attorneys' fees, expenses, or costs incurred by any attorney on behalf of Plaintiff with respect to the claims asserted in the Action against Defendants, and shall relieve Defendants of any other claims or liability to any other attorney or law firm for any attorneys' fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of Plaintiff.

IV. SCHEDULING ORDER AND SETTLEMENT HEARING

4.1. Within ten (10) business days after execution of the Stipulation, the Parties shall jointly submit the Stipulation together with its related documents to the Court, and shall apply to the Court for entry of the Scheduling Order, in the form annexed hereto as Exhibit A.

4.2. No later than sixty (60) days prior to the date the Court sets for the Settlement Hearing, TERP shall cause the Notice, substantially in the form annexed hereto as Exhibit B, to be disseminated to stockholders by the same methods TERP uses to disseminate its proxy

statement in the ordinary course. The cost of the notice, as well as any out-of-pocket costs necessary to implement the settlement, shall be borne by TERP.

4.3. At least ten (10) business days prior to the Settlement Hearing, an affidavit attesting to compliance with the notice provisions set forth in the Scheduling Order shall be filed with the Court by TERP.

4.4. The Parties and their attorneys agree to use their individual and collective best efforts to obtain Court approval of the Stipulation. The Parties and their attorneys further agree to use their individual and collective best efforts to effect, take, or cause to be taken all actions, and to do, or cause to be done, all things reasonably necessary, proper, or advisable under applicable laws, regulations, and agreements to consummate and make effective, as promptly as practicable, the Stipulation provided for hereunder and the dismissal of the Action.

V. STANDSTILL AGREEMENT

5.1. Pending Court approval of the Stipulation, the Parties agree to seek to stay any and all proceedings in the Action other than those incident to the Stipulation.

5.2. Pending final determination of whether the Stipulation should be approved, the Parties agree not to institute, commence, prosecute, continue, or in any way participate in, whether directly or indirectly, representatively, individually, derivatively on behalf of TERP, or in any other capacity, any action or other proceeding asserting any Released Claims against any Released Persons; provided, however, that this standstill agreement shall not preclude TERP from asserting any claims against SunEdison and/or its affiliates in SunEdison's bankruptcy proceedings; and provided further, for the avoidance of doubt, that nothing in this Stipulation restricts the right of TERP to bring an action directly against SunEdison and its past or present officers, directors, employees and affiliates.

5.3. However, nothing herein shall in any way impair or restrict the rights or obligations of any party to defend this Stipulation or to otherwise respond in the event any Person objects to the Stipulation, the proposed Judgment to be entered, and/or the fee and expense applications.

5.4. In the event the Stipulation does not become Final or no Effective Date occurs, for any reason, the Parties will be placed in the positions they held prior to the execution of this Stipulation, and they will retain all their rights to pursue claims and defenses without prejudice, and all obligations under this Stipulation will become null and void.

VI. DISMISSAL OF ACTION

6.1. If the Court approves the Stipulation, the Parties shall promptly request the Court to enter the proposed Judgment, substantially in the form annexed hereto as Exhibit C. In the event that such proposed Judgment is not entered upon the Parties' request, Section 5.4 is applicable.

VII. MISCELLANEOUS PROVISIONS

7.1. This Stipulation reflects, among other things, the compromise and settlement of disputed claims among the Parties hereto, and neither this Stipulation nor the releases given herein, nor any consideration, nor any actions taken to carry out this Stipulation are intended to be, nor may they be deemed or construed to be, an admission or concession of liability (or lack thereof) or of the validity of any claim, or defense, or of any point of fact or law on the part of any Party hereto regarding those facts that have been, might have been, or might be alleged in the Action or in any other proceeding. The Released Persons may file the Stipulation and/or Judgment in any action that has been or may be brought against them in order to support a claim or defense based on principles of res judicata, collateral estoppel, release, good faith settlement,

judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

7.2. This Stipulation shall be deemed to have been mutually prepared by the Parties hereto and shall not be construed against any of them by reason of authorship.

7.3. This Stipulation may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Any signature to the Stipulation by means of facsimile or electronically scanned and sent via email shall be treated in all manner and respects as an original signature and shall be considered to have the same binding legal effect as if it were the original signed version thereof.

7.4. All Persons executing this Stipulation thereby represent that they have been authorized and empowered to do so.

7.5. Plaintiff and Plaintiff's Counsel represent and warrant that none of the claims referred to in this Stipulation or that could have been alleged in the Action have been assigned, encumbered, or in any manner transferred in whole or in part.

7.6. This Stipulation embodies and represents the full agreement of the Parties and supersedes any and all prior agreements and understandings relating to the subject matter hereof between or among any of the Parties hereto. This Stipulation shall not be modified or amended, nor shall any provision of this Stipulation be deemed waived, unless such modification, amendment, or waiver is in writing and executed by or on behalf of the Parties. The waiver by any Party of any provision or the breach of this Stipulation shall not be deemed a waiver of any other provision or breach of this Stipulation.

7.7. The Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

7.8. The construction and interpretation of this Stipulation shall be governed by and construed in accordance with the laws of the State of Delaware and without regard to the laws that might otherwise govern under principles of conflicts of law applicable hereto.

7.9. All Parties agree to submit to the jurisdiction of the Court of Chancery of the State of Delaware for the purposes of enforcing the Stipulation and the Judgment.

7.10. Without further order of the Court, the Parties hereto may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

7.11. Without further order of the Court, the Parties hereto agree that they may request documents inadvertently produced during discovery to be returned to the producing party. Upon the request of the producing party, the receiving party shall return to the producing party, destroy, or delete any documents and/or copies of documents protected by the attorney-client privilege or work-product doctrine that the receiving party may have received during the litigation. If documents are destroyed or deleted in response to the request of a producing party, the receiving party shall provide written confirmation of such destruction or deletion. The parties agree that any inadvertent disclosure or production of documents protected by the attorney-client privilege or work-product doctrine will not constitute a waiver by the producing party.

7.12. The following exhibits are annexed hereto and incorporated herein by reference:

- (a) Exhibit A: Scheduling Order With Respect to Notice and Settlement Hearing
- (b) Exhibit B: Notice of Pendency of Settlement of Action
- (c) Exhibit C: Final Order and Judgment

IN WITNESS WHEREOF, IT IS HEREBY AGREED by the undersigned as of the
date noted above.

Dated: September 26, 2016



David J. Margules (Del. No. 2254)
Elizabeth A. Sloan (Del. No. 5045)
Ballard Spahr LLP
919 North Market Street
11th Floor
Wilmington, DE 19801-3034
Tel: (302) 252-4432

*Counsel for Plaintiff Appaloosa Investment
Limited Partnership I*

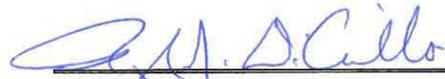
OF COUNSEL:

LOWENSTEIN SANDLER LLP
Lawrence M. Rolnick (admitted pro hac)
Jennifer Fiorica Delgado (admitted pro hac)
1251 Avenue of the Americas
New York, New York 10020
Tel: (212) 262-6700

-and-

LOWENSTEIN SANDLER LLP
Thomas E. Redburn, Jr. (admitted pro hac)
Frank T.M. Catalina (admitted pro hac)
65 Livingston Avenue
Roseland, New Jersey 07068
Tel: (973) 597-2500

Dated: September 27, 2016



Thomas A. Beck (#2086)
Raymond J. DiCamillo (#3188)
Sarah A. Clark (#5872)
Ryan P. Durkin (#6149)
Richards, Layton & Finger, P.A.
920 North King Street
Wilmington, Delaware 19801
Tel: (302) 651-7700

*Counsel for Defendants Ahmad Chatila,
Martin Truong, and Brian Wuebbels*

OF COUNSEL:
Gregory P. Joseph
Pamela Jarvis
Mara Leventhal
Honey L. Kober
Roman Asudulayev
Joseph Hage Aaronson LLC
485 Lexington Avenue
New York, New York 10017
Tel: (212) 407-1200

Dated: September 27, 2016



Martin S. Lessner (#3109)
Paul J. Loughman (#5508)
Young Conaway Stargatt & Taylor LLP
1000 North King Street
Rodney Square
Wilmington, Delaware 19899-0391
Tel: (302) 571-6600

*Counsel for Nominal Defendant TerraForm
Power, Inc.*

OF COUNSEL:

Michael G. Bongiorno
Timothy J. Perla
Wilmer Cutler Pickering Hale and Dorr LLP
60 State Street
Boston, Massachusetts 02109
Tel: (617) 526-6000

Dated: September 27, 2016



Kenneth J. Nachbar (#2067)
Megan Ward Cascio (#3785)
Lindsay M. Kwoka (#5772)
Morris Nichols Arsht & Tunnell LLP
1201 North Market Street
P.O. Box 1347
Wilmington, Delaware 19899-1347
Tel: (302) 351-9294

*Counsel for Individual Defendants Peter
Blackmore, Christopher Compton, and Jack
F. Jenkins-Stark*

OF COUNSEL:

William Savitt
Bradley R. Wilson
Nicholas Walter.
Wachtell, Lipton,
Rosen & Katz
51 West 52nd Street
New York, New York 10019
Tel: (212) 403-1000

Dated: September 27, 2016



Stephen P. Lamb (#2053)
Matthew D. Stachel (#5419)
Paul, Weiss, Rifkind, Wharton
& Garrison LLP
500 Delaware Avenue, Suite 200
Post Office Box 32
Wilmington, Delaware 19899-0032
Tel: (302) 655-4410

*Counsel for Individual Defendant Steven
Tesoriere*

OF COUNSEL:

Richard A. Rosen
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Tel: (212) 373-3000