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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	:	Chapter 11
SUNEDISON, INC., et al.,	:	Case No. 16-10992 (SMB)
Debtors.¹	:	(Jointly Administered)

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s tax identification number are as follows: SunEdison, Inc. (5767); SunEdison DG, LLC (N/A); SUNE Wind Holdings, Inc. (2144); SUNE Hawaii Solar Holdings, LLC (0994); First Wind Solar Portfolio, LLC (5014); First Wind California Holdings, LLC (7697); SunEdison Holdings Corporation (8669); SunEdison Utility Holdings, Inc. (6443); SunEdison International, Inc. (4551); SUNE ML 1, LLC (3132); MEMC Pasadena, Inc. (5238); Solaicx (1969); SunEdison Contracting, LLC (3819); NVT, LLC (5370); NVT Licenses, LLC (5445); Team-Solar, Inc. (7782); SunEdison Canada, LLC (6287); Enflex Corporation (5515); Fotowatio Renewable Ventures, Inc. (1788); Silver Ridge Power Holdings, LLC (5886); SunEdison International, LLC (1567); Sun Edison LLC (1450); SunEdison Products Singapore Pte. Ltd. (7373); SunEdison Residential Services, LLC (5787); PVT Solar, Inc. (3308); SEV Merger Sub Inc. (N/A); Sunflower Renewable Holdings 1, LLC (6273); Blue Sky West Capital, LLC (7962); First Wind Oakfield Portfolio, LLC (3711); First Wind Panhandle Holdings III, LLC (4238); DSP Renewables, LLC (5513); Hancock Renewables Holdings, LLC (N/A); Everstream HoldCo Fund I, LLC (9564); Buckthorn Renewables Holdings, LLC (7616); Greenmountain Wind Holdings, LLC (N/A); Rattlesnake Flat Holdings, LLC (N/A); Somerset Wind Holdings, LLC (N/A); SunE Waiawa Holdings, LLC (9757); SunE MN Development, LLC (8669); SunE MN Development Holdings, LLC (5388); SunE Minnesota Holdings, LLC (8926); Terraform Private Holdings, LLC (5993); Hudson Energy Solar Corporation (3557); SunE REIT-D PR, LLC (5519); SunEdison Products, LLC (4445); SunEdison International Construction, LLC (9605); Vaughn Wind, LLC (4825); Maine Wind Holdings, LLC (1344); First Wind Energy, LLC (2171); First Wind Holdings, LLC (6257); and EchoFirst Finance Co., LLC (1607). Effective June 13, 2017, the address of the Debtors’ corporate headquarters is Two City Place Drive, 2nd floor, St. Louis, MO 63141.

**NOTICE OF HEARING TO CONSIDER CONFIRMATION OF, AND DEADLINE FOR
OBJECTING TO, THE AMENDED JOINT PLAN OF REORGANIZATION OF
SUNEDISON, INC. AND ITS DEBTOR AFFILIATES**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. CHAPTER 11 CASES

Beginning on April 21, 2016,¹ SunEdison, Inc. and certain of its affiliates, the debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). By order of the Bankruptcy Court, the cases are being jointly administered for procedural purposes under Case No. 16-10992.

2. APPROVAL OF DISCLOSURE STATEMENT

On June 12, 2017, the Debtors filed the proposed *First Amended Disclosure Statement For the First Amended Joint Plan of Reorganization of SunEdison, Inc. and Its Debtor Affiliates* dated June 12, 2017 [Docket No. 3314] (including all exhibits and supplements thereto, the “Disclosure Statement”), and the *First Amended Joint Plan of Reorganization of SunEdison, Inc. and Its Debtor Affiliates*, dated June 12, 2017, attached as Exhibit A to the Disclosure Statement (as may be amended, modified, or supplemented from time to time and including all exhibits and supplements thereto, the “Plan”).² By order dated June 13, 2017 [Docket No. 3319] (the “Disclosure Statement Approval Order”), the Bankruptcy Court approved (i) the adequacy of the Disclosure Statement for the Debtors’ Plan; (ii) certain key dates relating to confirmation of the Plan, (iii) procedures for solicitation and tabulation of votes to accept or reject the Plan, (iv) forms of ballots and notices to be distributed in connection with solicitation and (v) procedures for notice of a confirmation hearing and filing objections to confirmation of the Plan.

¹ Certain other Debtors filed at later dates. Sunflower Renewable Holdings 1, LLC (6273); Blue Sky West Capital, LLC (7962); First Wind Oakfield Portfolio, LLC (3771); First Wind Panhandle Holdings III, LLC (4238); DSP Renewables, LLC (5513); Hancock Renewables Holdings, LLC (N/A) filed voluntary petitions on June 1, 2016. EverStream Holdco Fund I, LLC (9564) filed a voluntary petition on July 20, 2016. Buckthorn Renewables Holdings, LLC (7616); Greenmountain Wind Holdings, LLC (N/A); Rattlesnake Flat Holdings, LLC (N/A); Somerset Wind Holdings, LLC (N/A); and SunE Waiawa Holdings, LLC (9757) filed voluntary petitions on August 9, 2016. SunE MN Development, LLC (8669); SunE MN Development Holdings, LLC (5388); and SunE Minnesota Holdings, LLC (8926) filed voluntary petitions on August 10, 2016. TerraForm Private Holdings, LLC (5993) filed a voluntary petition on December 16, 2016. Hudson Energy Solar Corporation (3557); SunE REIT-D PR, LLC (5519); SunEdison Products, LLC (4445); SunEdison International Construction, LLC (9605); Vaughn Wind, LLC (4825); Maine Wind Holdings, LLC (1344); First Wind Energy, LLC (2171); First Wind Holdings, LLC (6257); and EchoFirst Finance Co., LLC (1607) filed voluntary petitions on April 7, 2017.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

3. RECORD DATE FOR VOTING PURPOSES

Only Creditors who hold Claims in Classes 1A and 1B and 4A – 4E on **June 5, 2017** (the “Voting Record Date”) are entitled to vote on the Plan.

4. VOTING DEADLINE

All votes to accept or reject the Plan must be actually received by the Claims and Solicitation Agent by no later than **July 13, 2017 at 4:00 p.m. (prevailing Eastern time)** (the “Voting Deadline”). All Ballots must be properly executed, completed, and delivered to the Debtors’ Claims and Solicitation Agent by (a) first class mail; (b) overnight courier; (c) personal delivery, or (d) through online transmission solely via, and in accordance with, the instructions set forth on, Prime Clerk, Inc.’s E-Ballot platform on the Debtors’ restructuring information website (<https://cases.primeclerk.com/sunedison>) (the “Restructuring Information Website”), in each case so that they are actually received by the Claims and Solicitation Agent no later than the Voting Deadline. Any failure to follow the voting instructions included with your Ballot may disqualify your Ballot and your vote.

5. ENTITLEMENT TO VOTE ON THE PLAN

Only Holders of Claims in the following Classes are entitled to vote to accept or reject the Plan: **Classes 1A, 1B and 4A-4E.**

<u>Class</u>	<u>Description</u>
1A and 1B	Second Lien Claims
4A-4E	General Unsecured Claims

Holders of Claims and Interests in the following Classes are not entitled to vote on the Plan: Classes 2A-2E, 3A-3E, 5A-5E, 6A-6E, 7B-7E, and 8A.

6. CONFIRMATION HEARING

A hearing to consider confirmation of the Plan (the “Confirmation Hearing”) will be held before the Honorable Stuart M. Bernstein, United States Bankruptcy Judge for the Southern District of New York, in the Bankruptcy Court, One Bowling Green, Courtroom 723, New York, New York 10004, on **July 20, 2017 at 10:00 a.m. (prevailing Eastern time)**, or as soon thereafter as counsel may be heard. The Confirmation Hearing may be adjourned from time to time without further notice to creditors, equity holders, or parties in interest other than by an announcement in open court or as indicated in any notice that is filed with the Bankruptcy Court, and the Plan may be further modified, if necessary, prior to, during, or as a result of the Confirmation Hearing, without further notice to parties in interest.

7. ALLOWANCE OF CLAIMS FOR VOTING PURPOSES

A holder of a Claim not entitled to vote on the Plan pursuant to the procedures described above (each such claim, a “Disputed Claim”) shall be permitted to vote such Claim (or

to vote such Claim in an amount other than the amount set forth in the Schedules) only if one of the following shall have occurred with respect to such Claim at least seven (7) days prior to the Voting Deadline (the "Voting Resolution Event Deadline"): (a) an order is entered by the Court allowing such Disputed Claim pursuant to section 502(b) of the Bankruptcy Code, after notice and a hearing; (b) a Creditor files with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Disputed Claim in a different amount only for purposes of voting to accept to reject the Plan (a "Rule 3018(a) Motion"), provided that such Rule 3018(a) Motion is ultimately approved by the Court, after notice, at the Confirmation Hearing (or at any other hearing scheduled by the Debtors); (c) a stipulation or other agreement is (i) executed between the holder of the Disputed Claim and the Debtors resolving such objection and allowing the holder of such Disputed Claim to vote its Claim in an agreed upon amount and (ii) approved by the Court; (d) a stipulation or other agreement is (i) executed between the holder of the Disputed Claim and the Debtors temporarily allowing the holder of such Disputed Claim to vote its Claim in an agreed upon amount and (ii) approved by the Court; or (e) the pending objection to the Disputed Claim is voluntarily withdrawn by the Debtors or overruled by the Court (each, a "Resolution Event").

Rule 3018(a) Motions must (i) be made in writing, (ii) comply with the Bankruptcy Code, the Bankruptcy Rules and the Local Bankruptcy Rules, (iii) set forth the name of the party asserting the Rule 3018(a) Motion, (iv) state with particularity the legal and factual bases for the Rule 3018(a) Motion, (v) be set for hearing at the Confirmation Hearing and (vi) be served so as to be received by the Notice Parties no later than the Voting Resolution Event Deadline.

No later than two (2) business days after a Resolution Event, the Debtors shall cause the Claims and Solicitation Agent to distribute a Ballot and a pre-addressed, postage pre-paid envelope to the relevant holder of the Disputed Claim, which must be returned to the Claims and Solicitation Agent by no later than the Voting Deadline (unless the Debtors, with the reasonable consent of the Supporting Second Lien Parties, extend the deadline to facilitate a reasonable opportunity for such Creditor to vote upon the Plan and such extension is approved by the Court). If the Claim is objected to on a reduce and allow and/or reclassify basis, such Entity shall receive a Ballot and be entitled to vote such Claim in the amount and/or classification asserted by the Debtor. If an objection to a Disputed Claim was filed by the Debtors after the Voting Record Date but on or before June 29, 2017 (the "Claims Objection Deadline,") the Ballot of the holder of such Disputed Claim will not be counted absent a Resolution Event taking place prior to the Confirmation Hearing.

In the event that the Debtors and the holder of the Disputed Claim are unable to resolve any issues raised by the Rule 3018(a) Motion prior to the Confirmation Hearing, (a) the Debtors may object to the Rule 3018(a) Motion at the Confirmation Hearing (without filing a written objection), (b) Debtors' counsel, with the assistance of the Claims and Solicitation Agent, shall inform the Court at or prior to the Confirmation Hearing whether including such provisional Ballot would affect the outcome of the voting to accept or reject the Plan in the

relevant Class in which the provisional Ballot was cast and (c) the Court then shall determine whether the provisional Ballot should be counted as vote on the Plan.

8. DISCHARGE, RELEASE AND INJUNCTION LANGUAGE IN THE PLAN

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE DISCHARGE, RELEASE, AND INJUNCTION PROVISIONS SET FORTH IN ARTICLE XI OF THE PLAN, AS YOUR RIGHTS MAY BE AFFECTED. THE TEXT OF THE RELEASE, INJUNCTION AND EXCULPATION PROVISIONS OF THE PLAN ARE SET FORTH BELOW.

(a) **Article 11.5 Release by Debtors.** Pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, the Debtors and their Estates, the Reorganized Debtors, and each of their respective current and former Affiliates (with respect to non-Debtors, to the extent permitted by applicable law) shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released, waived and discharged the Released Parties from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever (including any derivative Claims asserted on behalf of the Debtors), whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or in any way relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the Original DIP Facility, the Replacement DIP Facility, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, including (without limitation) any tender rights provided under any applicable law, rule, or regulation, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, the Disclosure Statement, the Plan Supplement, the Rights Offering, the GUC/Litigation Trust Agreement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Plan, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes fraud, willful misconduct, or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above (t) does not release the Debtor Professionals to the extent that claims against such parties are identified as GUC/Litigation Trust Causes of Action, with the identification of such claims to be reasonably agreed to by the Debtors (after consulting with the Supporting Second Lien Parties) and the Creditors' Committee; provided, that any disagreement regarding whether a particular claim should be identified as a GUC/Litigation Trust Cause of Action shall be decided by the Bankruptcy Court, (u) does not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, (v) does not release, waive, address, or otherwise impact the (i) releases given as contemplated in

the D&O Settlement Agreement or (ii) the various matters that are carved-out and preserved in the D&O Settlement Agreement, (w) shall not impair any defenses the Debtors may have with regard to any alleged indemnification obligation that the Debtors may have to any party, (x) shall not release any claims by any non-Debtor Affiliate of the Debtors arising in the ordinary course of business (i.e., ordinary course trade claims), (y) shall not release any claims against any non-Debtor Affiliate of the Debtors held by the Debtors that is necessary to effectuate the transactions contemplated by the Plan (including, without limitation, any claims to collect proceeds from Earnout Assets, Repatriated Cash, Residual Assets, etc.), and (z) is subject to section 1125(e) of the Bankruptcy Code to the extent applicable.

(b) **Article 11.6 Release by Holders of Claims.** As of the Effective Date, subject to **Article 11.8** of the Plan, the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released, waived and discharged the Debtors, the Reorganized Debtors, their Estates, non-Debtor Affiliates, and the Released Parties from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims asserted or capable of being asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or in any way relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the Original DIP Facility, the Replacement DIP Facility, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, including (without limitation) any tender rights provided under any applicable law, rule, or regulation, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, the Disclosure Statement, the Plan Supplement, the Rights Offering, the GUC/Litigation Trust Agreement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Plan, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes fraud, willful misconduct, or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release (i) any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or (ii) any cause of action held by a governmental entity against any non-Debtor existing as of the Effective Date based on Sections 1104-1109, 1161-1169, and 1342(d) of the Employee Retirement Income Security Act. Notwithstanding the foregoing, nothing in the Plan shall release any claims against any non-Debtor Affiliate of the Debtors arising in the ordinary course of business (i.e., ordinary course trade claims).

(c) **Article 11.7 Exculpation and Limitation of Liability.** To the extent permitted by section 1125(e) of the Bankruptcy Code, and subject to **Article 11.8** of the Plan, the Exculpated Parties shall neither have, nor incur any liability to any Entity for any

Exculpated Claim; provided, however, that the foregoing “exculpation” shall have no effect on the liability of any Entity that results from any such act or omission that is determined in a Final Order to have constituted gross negligence, willful misconduct, or intentional fraud to the extent imposed by applicable non-bankruptcy law.

The Exculpated Parties have, and upon Confirmation shall be deemed to have, participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including with regard to the distributions of the New SUNE Common Stock and Continuing TERP Class A Shares, as applicable, pursuant to the Plan and, therefore, are not and shall not be liable at any time for the violations of any applicable, law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Notwithstanding anything to the contrary contained in the Plan, subject to Article 11.8 of the Plan, the YieldCos and their respective former and current partners, agents, officers, directors, employees, representatives, attorneys and advisors (who served in such roles after the Petition Date) shall neither have, nor incur any liability to any Entity for any Exculpated Claim; provided, however, that the foregoing exculpation shall have no effect on the liability of any Entity that results from any such act or omission that is determined in a Final Order to have constituted gross negligence, willful misconduct, or intentional fraud to the extent imposed by applicable non-bankruptcy law.

Nothing in this Article shall limit the liability of any Person or Entity (other than the Debtors) for any pre- or post-petition action taken or omitted to be taken by them as a fiduciary, co-fiduciary, party in interest or knowing participant in violation of ERISA with respect to any ERISA-covered employee benefit plan sponsored by the Debtors.

(d) Article 11.9 Injunction. Subject to Article 11.8 of the Plan, the satisfaction, release, and discharge pursuant to Article XI of the Plan shall act as an injunction against any Entity commencing or continuing any action, employment of process, or act to collect, offset, or recover any Claim, Interest, or Cause of Action satisfied, released or to be released, exculpated or to be exculpated, including any Exculpated Claim, or discharged under the Plan or pursuant to the Confirmation Order to the fullest extent authorized or provided by the Bankruptcy Code, including, without limitation, to the extent provided for or authorized by sections 524 and 1141 thereof.

9. OBJECTIONS TO CONFIRMATION

Any responses or objections to confirmation of the Plan must (a) be in writing; (b) comply with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, Chambers’ procedures and other case management rules and orders of this Bankruptcy Court; (c) state the name and address of the responding or objecting party and the nature and amount of the claim against or interest in the

estates or property of the Debtors; (d) state with particularity the legal and factual basis for such response or objection, and if practicable, a proposed modification that would resolve such objection; (e) be filed with the Clerk of the United States Bankruptcy Court for the Southern District of New York, together with proof of service thereon; and (f) be served by personal service or overnight delivery, so as to be ACTUALLY RECEIVED no later than **July 13, 2017 at 4:00 p.m. (prevailing Eastern time)** by:

(i) the Debtors, SunEdison, Inc., 13736 Riverport Dr., Maryland Heights, Missouri 63043;

(ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, NY 10036, Attn: Jay M. Goffman (Jay.Goffman@skadden.com), J. Eric Ivester (Eric.Ivester@skadden.com), and 155 North Wacker Dr., Chicago, IL 60606, Attn: James J. Mazza, Jr. (James.Mazza@skadden.com) and Louis S. Chiappetta (Louis.Chiappetta@skadden.com);

(iii) co-counsel to the Debtors, Togut, Segal & Segal LLP, One Penn Plaza, Suite 3335, New York, NY 10119, Attn: Frank A. Oswald (foswald@teamtogut.com) and Brian F. Moore (bmoore@teamtogut.com);

(iv) the Office of the United States Trustee, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, NY 10014, Attn: Paul Schwartzberg (Paul.Schwartzberg@usdoj.gov);

(v) counsel to the administrative agent under the Debtors' prepetition first lien credit agreement, Latham & Watkins, 330 North Wabash Avenue, Suite 2800, Chicago, IL, Attn: Richard Levy (richard.levy@lw.com) and Brad Kotler (brad.kotler@lw.com);

(vi) counsel to the Tranche B Roll-Up Lenders/Steering Committee of Prepetition Second Lien Lenders and Noteholders, Akin Gump Strauss Hauer & Feld, LLP, One Bryant Park, Bank of America Tower, New York, NY, 10036, Attn: Arik Preis (apreis@akingump.com) and Yochun Katie Lee (kylee@akingump.com);

(vii) counsel to the administrative agent under the Debtors' prepetition second lien credit agreement, Pillsbury Winthrop Shaw Pittman LLP, 1540 Broadway, New York, NY 10036, Attn: Daniel S. Brown (daniel.brown@pillsburylaw.com);

(viii) counsel to the collateral trustee under the Debtors' prepetition second lien credit agreement and the indenture trustee under each of the Debtors' outstanding bond issuances, WilmerHale, 7 World Trade Center, New York, NY 10007, Attn: Andrew Goldman (andrew.goldman@wilmerhale.com);

(ix) the Office of the United States Attorney for the Southern District of New York, 86 Chambers Street, 3rd Floor, New York, NY 10007;

(x) counsel to the Replacement DIP Agent or Original DIP Agent, White & Case LLP, 1155 Avenue of the Americas, New York, NY 10036-2787, Attn: Scott Greissman (sgreissman@whitecase.com) and Elizabeth Feld (efeld@whitecase.com);

(xi) counsel to the indenture trustee to the Debtors' convertible senior notes, White & Case LLP, 1155 Avenue of the Americas, New York, NY 10036-2787, Attn: Tom Lauria (tlauria@whitecase.com);

(xii) counsel to the official committee of unsecured creditors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153, Attn: Matthew S. Barr, David J. Lender, Jonathan D. Polkes, Joseph H. Smolinsky and Jill Frizzley (SunEWeilBFR@weil.com) and Morrison & Foerster LLP, 250 West 55th Street, New York, NY 10019, Attn: Lorenzo Marinuzzi (lmarinuzzi@mof.com), Jennifer Marines (jmarines@mof.com) and Jonathan I. Levine (jonlevine@mof.com);

(xiii) counsel to TerraForm Power, Inc. and TerraForm Global, Inc., Sullivan & Cromwell, 125 Broad Street, New York, NY 10004, Attn: Michael H. Torkin (torkinm@sullcrom.com), Andrew G. Dietderich (dietdericha@sullcrom.com), John L. Hardiman (hardimanj@sullcrom.com) and David R. Zylberberg (zylberbergd@sullcrom.com);

(xiv) the Internal Revenue Service, 290 Broadway, New York, NY 10007, Attn: District Director; and

(xv) the Securities and Exchange Commission, 200 Vesey Street, Suite 400, New York, NY 10281, Attn: Bankruptcy Department.

ONLY THOSE RESPONSES OR OBJECTIONS THAT ARE TIMELY FILED AND RECEIVED WILL BE CONSIDERED BY THE BANKRUPTCY COURT. OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH ABOVE WILL NOT BE CONSIDERED AND WILL BE DEEMED OVERRULED.

10. COPIES OF THE DISCLOSURE STATEMENT AND PLAN

Copies of the Disclosure Statement, the Plan, the Disclosure Statement Order, and certain materials in the Solicitation Package may be obtained from (i) the office of the Clerk of the Bankruptcy Court (the "Clerk's Office") during normal business hours; (ii) the Bankruptcy Court's electronic case filing system at www.nysb.uscourts.gov (a PACER login and password are required to access documents on the Bankruptcy Court's website and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov); or (iii) the Debtors' claims and solicitation agent, Prime Clerk, Inc. (the "Claims and Solicitation Agent") (a) at the Debtors' restructuring website at <https://cases.primeclerk.com/sunedison>, (b) upon request by mail to SunEdison Ballot Processing, c/o Prime Clerk, Inc., 830 Third Avenue, 3rd Floor, New York, NY 10022, or (c) upon request by telephone at (855) 388-4575 or via email at sunedisonballots@primeclerk.com. The applicable Ballots shall be sent in paper form along with this Confirmation Hearing Notice. If you have questions regarding the procedures and requirements for voting on the Plan and/or for objecting to the Plan, or if you would like paper copies of the Disclosure Statement, the Plan, and the Disclosure Statement Order, you may

contact the Claims and Solicitation Agent. If the Debtors receive such a request for a paper copy of the documents, the Debtors will send a copy to the requesting party by overnight delivery at the Debtors' expense.

PLEASE NOTE: Neither the staff of the Clerk's Office nor the Claims and Solicitation Agent can give legal advice.

11. DEADLINE TO ASSERT SETOFF RIGHTS

Unless otherwise ordered by a Final Order, any holder of a Claim must assert any setoff rights against a Claim by the Debtors against such Entity by filing an appropriate motion seeking authority to setoff on or before the Confirmation Date or will be deemed to have waived and be forever barred from asserting any right to setoff against a Claim by the Debtors or the Reorganized Debtors, notwithstanding any statement to the contrary in a Proof of Claim or any other pleading or document filed with the Court or delivered to the Debtors.

12. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Pursuant to Article VIII of the Plan, and except as provided for therein, the Debtors seek authority to automatically reject Executory Contracts and Unexpired Leases as of the Effective Date, pursuant to Bankruptcy Code sections 365 and 1123, unless any such Executory Contract or Unexpired Lease: (a) is listed on the schedule of "Assumed Executory Contracts and Unexpired Leases" contained in Exhibit 8.1 of the Plan; (b) has been previously assumed by the Debtors by Final Order of the Bankruptcy Court or has been assumed by the Debtors by order of the Bankruptcy Court as of the Effective Date, which order becomes a Final Order after the Effective Date; (c) is the subject of a motion to assume or reject pending as of the Effective Date; (d) is an Executory Contract related to any Intercompany Claim; or (e) is otherwise assumed pursuant to the terms of the Plan. The treatment of executory contracts and unexpired leases is more fully described in Article VIII of the Plan.

13. RETAINED CAUSES OF ACTION

In accordance with section 1123(b)(3) of the Bankruptcy Code, the Reorganized Debtors shall retain and may (but are not required to) enforce all rights to commence and pursue any and all Causes of Action that are not (a) released pursuant to Article 11.5 of the Plan or an order of the Bankruptcy Court or (b) GUC/Litigation Trust Causes of Action, whether arising before or after the Petition Date, including any actions or categories of actions specifically enumerated in Exhibit 6.20, and such Causes of Action shall vest in the Reorganized Debtors as of the Effective Date. The Reorganized Debtors, in their sole and absolute discretion, shall determine whether to bring, settle, release, compromise, or enforce such Causes of Action (or decline to do any of the foregoing), and shall not be required to seek further approval of the Bankruptcy Court for such action. The Reorganized Debtors or any successors may pursue such litigation claims in accordance with the best interests of the Reorganized Debtors or any successor holding such rights of action. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against them. The Debtors and the**

Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise provided in the Plan. Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or an order of the Bankruptcy Court, the Reorganized Debtors expressly reserve all Causes of Action for transfer to the GUC/Litigation Trust and later adjudication. With respect to Avoidance Actions that are transferred to the GUC/Litigation Trust in accordance with Article 7.5 of the Plan, the Debtors, the Reorganized Debtors, and the GUC/Litigation Trust as applicable, reserve all rights, including the right under section 502(d) of the Bankruptcy Code to use defensively the transferred Avoidance Actions as a basis to object to all or any part of a claim against any of the Estates asserted by a creditor which remains in possession of, or otherwise obtains the benefit of, the avoidable transfer.

Dated: New York, New York
June 13, 2017

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

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