NEPR

Received:

Sep 9, 2024

5:11 PM

COMMONWEALTH OF PUERTO RICO
PUBLIC SERVICE REGULATORY BOARD
PUERTO RICO ENERGY BUREAU

In re: REQUEST FOR CERTIFICATION OF DG SOLAR LESSEE II, LLC	Case no. CEPR-CT-2016-0017 Subject: August 28, 2024 Resolution and Order

MOTION IN RESPONSE TO August 28 RESOLUTION AND ORDER AND REQUEST FOR CONFIDENTIAL TREATMENT

TO THE HONORABLE ENERGY BUREAU:

COMES NOW, DG Solar Lessee II, LLC ("DG Solar"), represented by the undersigned legal counsel, and respectfully submits the following:

1. On June 10, 2024, the Honorable Energy Bureau (the "Bureau") issued a Resolution and Order (the "June 10 R&O") mandating DG Solar to file (i) the signature of the Certified Public Accountant that complied the 2023 financial statements submitted in the May 13 Motion; (ii) the contact information for SunE Solar XVI Lessor, LLC, alongside (iii) a copy of its financing lease agreement with DG Solar.

2. On June 17, 2024, DG Solar complied with the June 10 R&O and submitted the (i) signed compiled financial statements for year 2023; (ii) the contact information for SunE Solar XVI Lessor, LLC; and (iii) a copy of the financing lease agreement.

3. On August 28, 2024, the Bureau issued a Resolution and Order (the "August 28 R&O") determining that DG Solar complied with the June 10 R&O. Nevertheless, the

Bureau denied the confidential treatment requested in the June 17, 2024 filing because it did not comply with the requirements established in the *In Re: Policy on Management of Confidential Information in Procedures Before the Commission*, CEPR-MI-2016-0009, August 31-2016, Resolution ("Confidential Treatment Resolution").

4. In compliance with the August 28 R&O and the Confidential Treatment Resolution, DG Solar hereby complies and submits its redacted (**Attachment A**) and unredacted (**Attachment B**) version of the June 17, 2024.

5. DG Solar requests that the information contained in this motion be kept confidential. Section 6.15 of Act No. 57 of May 17, 2014, as amended, provides:

> If any person who is required to submit information to the Energy Commission believes that the information to be submitted has any confidentiality privilege, such person may request the Commission to treat such information as such, subject to the following:
>
> (a) If the Energy Commission, after the appropriate evaluation, believes such information should be protected, it shall grant such protection in a manner that least affects the public interest, transparency, and the rights of the parties involved in the administrative procedure in which the allegedly confidential document is submitted.
>
> (b) To such purposes, the Energy Commission shall provide access to the document or the privileged portion of the document only to the lawyers and external consultants involved in the administrative process after the execution of a confidentiality agreement
>
> (c) The Energy Commission shall keep the documents submitted for its consideration out of public reach only in exceptional cases. In these cases, the information shall be duly safeguarded and delivered exclusively to the personnel of the Energy Commission who needs to know such information under nondisclosure agreements. However, the Energy Commission shall direct that a non-confidential copy be furnished for public review.

(d) The Energy Commission shall swiftly act on any privilege and confidentiality claim made by a person subject to its jurisdiction by means of a resolution to such purposes before any allegedly confidential information is disclosed.

6. In turn, Section 1.15 of the Certifications, Annual Charges and Operational Plans of Electric Service Companies in Puerto Rico, Regulation No. 8701 ("Regulation 8701") provides that when a person who is required to submit information to the Energy Bureau considers such information to be privileged or confidential, the person shall identify the information it deems privileged or confidential, request the Energy Bureau to protect such information, and present arguments supporting the privilege or confidentiality claim. The Energy Bureau shall evaluate the petition and, if it concludes the information merits protection, it shall proceed pursuant to Section 6.15 of Act No. 57.

7. DG Solar respectfully requests that all the information contained in this motion and the documents attached hereto be kept confidential in accordance with Section 1.15 of Regulation 8701. This motion and its attachments contain sensitive information that DG Solar and SunE XVI would rather not disclose, as it would place them at a competitive disadvantage with respect to other market participants and cause them economic harm

8. DG Solar respectfully requests that the Energy Bureau only grant access to the information contained in the document attached hereto to internal Energy Bureau personnel, counsel, and consultants subject to the execution of a confidentiality agreement.

WHEREFORE, DG Solar Lessee II, LLC respectfully requests it be deemed in compliance with Section 2.02 of Regulation No. 8543; deemed in compliance with the *Resolution and Order* notified on August 2028, 2024; deemed in compliance with the the *In Re: Policy on Management of Confidential Information in Procedures Before the Commission*, CEPR-MI-2016-0009, August 31-2016, Resolution; that this motion be granted confidential treatment; that the Honorable Energy Bureau issue an order mandating the Puerto Rico Energy Public Policy Program to execute a confidentiality agreement with DG Solar Lessee II, LLC or provide other alternatives to give confidential treatment of this motion before said Program.

Respectfully submitted, on September 9, 2024[1], in San Juan, Puerto Rico.

McCONNELL VALDÉS LLC
Counsel for DG Solar Lessee II, LLC
PO Box 364225
San Juan, Puerto Rico 00936-4225
270 Muñoz Rivera Avenue
San Juan, Puerto Rico 00918
Phone Numbers: (787) 250-5669, (787) 250-5623
Fax Number: (787) 759-9225
www.mcvpr.com

By: _____

Manuel G. Quintana Soler
PR Supreme Court ID no. 23,364

[1] Important to note, Regulation 8701, Sec. 1.09 states when an expiration date or term coincides with a legal holiday, saturday or sunday, such expiration date or term shall be extended until the next business day. This Resolution and Order's expiration date was on saturday, September 7, 2024 and as such was extended until today, September 9, 2024.

mqs@mcvpr.com

Attachment A

ATTACHMENT 1

June 17, 2024

Re: Certification Statement

I hereby certify that the accompanying financial statements of [redacted] for the year ended on December 31, 2023 were compiled by me, [redacted], a Certified Public Accountant. These statements have been prepared based on the information provided by the management of [redacted] and I have not audited or reviewed these financial statements nor was I required to perform any procedures to verify the accuracy or completeness of the information provided. Accordingly, I do not express an opinion, conclusion, nor do I provide any form of assurance on these financial statements.

[redacted]

The University of the State of New York
Education Department
Office of the Professions

REGISTRATION CERTIFICATE

Do not accept a copy of this certificate

License Number: 063345-01 Certificate Number: 1494726

CASTONGUAY JOHN EDWARD
30 JACQUELINE CIRCLE
RICHBORO PA 18954-0000

is registered to practice in New York State through 10/31/2024 as a(n)
CERTIFIED PUBLIC ACCOUNTANT

LICENSEE/REGISTRANT

Jennifer B. Wanless
EXECUTIVE SECRETARY

COMMISSIONER OF EDUCATION

Sarah A. Benson
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

This document is valid only if it has not expired, name and address are correct, it has not been tampered with and is an original - not a copy. To verify that this registration certificate is valid or for more information please visit ***www.op.nysed.gov.***

Statement of Financial Position

[redacted]

ASSETS

Current assets:
Cash and cash equivalents
Accounts receivable, net
Prepaid expenses
Due from related parties, net
Total current assets

Non current assets:
Lease solar energy systems, net
Right of use asset
Total non current assets

Total assets

LIABILITIES & MEMBER'S EQUITY

Current liabilities:
Accounts payable and accrued expenses
Due to related parties, net
Lease liability - current
Total current liabilities

Non current liabilities:
Asset retirement obligation
Lease liability - non current
Total non current liabilities

Total liabilities

Total member's equity

Total liabilities & member's equity

[redacted]

Income Statement

[redacted]

[redacted]

[redacted]

Sales External
TF Net Sales- A

Operating Expenses
TF Total cost of operations
TF Total cost of operations affiliate
TF Total General and administrative
Lease Expense
Total Operating Costs - B

TF Total Depreciation expense
Total Depreciation Amortization Accretion Expense

Income (Loss) from Continuing Operations before Taxes (A-B)
TF Total Income tax expense
Total Income (Loss) from Continuing operations before Equity in

TF total equity method income loss
Net Income (Loss) from continuing operations

TF Total Non controlling interest
Net Income (Loss)

[redacted]

[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
799AR	ERP Data Conversion AR Trade	-	-			
		0	**(0)**			

ATTACHMENT 2

GOVERNMENT OF PUERTO RICO

Public Service Regulatory Board
Puerto Rico Energy Bureau

FORM

PERSONAL INFORMATION
ELECTRIC POWER COMPANIES

☒ New Information	☐ Information Update

Instructions:

- When filling out this form, examine the provisions of Section 2.01 of Regulation No. 8701 and be sure to provide all the required information.
- Indicate N/A where the information is not applicable.
- Provide a Complementary Sheet for Affiliate and Subsidiary Entities (NEPR-B02) for each affiliated and subsidiary entity it possesses.
- Use Complementary Sheet (NEPR-Z01) if additional space is required.
- Include the required documents according to the Regulation No. 8701, enumerated in the Annexes section.
- Present a copy of the payment evidence when submitting this Form.

A. Electric Power Company General Information

1. Company Name: [redacted]
2. Organizational Form: ☐ Corporation ☒ Limited Liability Company ☐ Society ☐ Other: _____
3. Jurisdiction where it was organized: State of Delaware
4. Fiscal Year Start Date: [redacted]
5. Fiscal Year End Date: [redacted]

B. Information of Offices in Puerto Rico

1. Principal Office
   a. Physical Address: N/A
   b. Postal Address: _____
2. Secondary Office
   a. Physical Address: N/A

b. Postal Address: N/A

Secondary Office

a. Physical Address: N/A

b. Postal Address: N/A

Secondary Office

a. Physical Address: N/A

b. Postal Address: N/A

C. Addresses for Receipt of Notifications

(Indicate the addresses where notifications of matters before the Energy Bureau are to be received.)

1. Physical Address: [redacted]
2. Authorized person to receive notifications personally: [redacted]
3. Postal Address: [redacted]
4. E-mail: [redacted]

D. Information for Designated Contact before the Energy Bureau

1. Name: [redacted] 2. Position: [redacted]
3. Physical Work Address: [redacted]
4. Postal Work Address: [redacted]
5. Office Phone: [redacted] 6. Mobile Phone:
7. E-mail: [redacted]

E. Information of the Company's Resident Agent

1. Name: [redacted]
2. Physical Address: [redacted]
3. Postal Address: [redacted]

4. Office Phone: [redacted] 5. Mobile Phone:

6. E-mail:

F. Information of Members of the Board of Directors or Governing Body and Executive Principals

1. Name: [redacted] Position: [redacted]

Physical Address: [redacted]

Postal Address: [redacted]

Office Phone: [redacted] Mobile Phone:

E-mail: [redacted]

2. Name: [redacted] Position: [redacted]

Physical Address: [redacted]

Postal Address: [redacted]

Office Phone: [redacted] Mobile Phone:

E-mail: [redacted]

3. Name: [redacted] Position: [redacted]

Physical Address: [redacted]

Postal Address: [redacted]

Office Phone: [redacted] Mobile Phone:

E-mail: [redacted]

4. Name: [redacted] Position: [redacted]

Physical Address: [redacted]

Postal Address: [redacted]

Office Phone: [redacted] Mobile Phone:

E-mail: [redacted]

5. Name: N/A Position:

Physical Address: _____

_____

_____

Postal Address: _____

_____

Office Phone: _____ Mobile Phone: _____

E-mail: _____

G. Information of Shareholders or Owners of the Company

(Indicate the required information if the participation percent is equal or greater than thirty-five percent (35%)).

1. Name: [redacted] Position: [redacted]
2. Name: _____ Position: _____
3. Name: _____ Position: _____
4. Name: _____ Position: _____
5. Name: _____ Position: _____

Annexes: (Mark the documents included with the Personal Information Form)

- ☒ Copy of the Company's Incorporation and Register Certificate.
- ☒ Copy of the Good Standing Certificate issued by the Puerto Rico State Department.
- ☒ Copy of the Authorization Certificate to do business in Puerto Rico.
- ☒ Complementary Sheet (NEPR-Z01).
- ☐ Complementary Sheet for Affiliate or Subsidiary Entities Information (NEPR-B02).
- ☐ Other: _____

I certify that the presented information on this form is correct and complete.

[redacted]	[redacted]	[redacted]	[redacted]
Name of Designated Contact	Position	Signature	Date

COMPLEMENTARY SHEET

Instructions:

- Use this form when additional space is required to answer questions from other forms and attach it to the documents to be submitted.

To be completed by the applicant

[redacted]

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "SUNE SOLAR XVI LESSOR, LLC", FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF OCTOBER, A.D. 2014, AT 12:29 O'CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

5624917 8100

AUTHENTICATION: 1799878

141316118

DATE: 10-22-14

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:39 PM 10/21/2014
FILED 12:29 PM 10/21/2014
SRV 141316118 - 5624917 FILE

CERTIFICATE OF FORMATION

OF

SUNE SOLAR XVI LESSOR, LLC

THIS Certificate of Formation of SunE Solar XVI Lessor, LLC, dated as of October 21, 2014, has been duly executed and is being filed by Denise Gray, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 *Del.C.* §18-101, *et seq.*).

FIRST. The name of the limited liability company formed hereby is SunE Solar XVI Lessor, LLC (the "LLC").

SECOND. The address of the registered office of the LLC in the State of Delaware is % The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

THIRD. The name and address of the registered agent for service of process on the LLC in the State of Delaware are The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first written above.

Denise Gray, Authorized Person

CERTIFICATE OF GOOD STANDING

I, **Omar J. Marrero Díaz, Secretary of State** of the Government of Puerto Rico,

CERTIFY: That, pursuant to the provisions of Puerto Rico's General Law of Corporations, **SUNE SOLAR XVI LESSOR, LLC**, register number **347051**, a **for profit foreign** Limited Liability Company, organized under the laws of **Delaware** and duly authorized to do business in Puerto Rico since **January 21, 2015**, has complied with the payment of its Annual Fees.

IN WITNESS WHEREOF, the undersigned by virtue of the authority vested by law, hereby issues this certificate and affixes the Great Seal of the Government of Puerto Rico, in the City of San Juan, Puerto Rico, today, **June 17, 2024.**

Omar J. Marrero Díaz
Secretary of State

To validate this certificate go to: https://estado.pr.gov/

This certificate is valid for one (1) year from issue date (Regulation 8688, Art. 26). However, it is subject to faithful compliance with the provisions of Chapter XV and Chapter XXI of Act 164-2009, as applicable.

Certificate Validation Number: **682217-64814940**

Gobierno de Puerto Rico
Government of Puerto Rico
DEPARTAMENTO DE ESTADO
Department of State

CERTIFICADO DE AUTORIZACIÓN PARA HACER NEGOCIOS DE UNA COMPAÑÍA DE RESPONSABILIDAD LIMITADA
Certificate of Authorization to do Business of a Limited Liability Company

PRIMERO: **SunE Solar XVI Lessor, LLC** es una Compañía de Responsabilidad Limitada bajo las leyes de **The State of Delaware** .
FIRST: **SunE Solar XVI Lessor, LLC** *is a limited liability company organized under the laws of* **The State of Delaware** .

El nombre de la Compañía de Responsabilidad Limitada en Puerto Rico es (de ser diferente al nombre registrado en la jurisdicción original). *The limited liability company name at Puerto Rico is (if the name is different from the original jurisdiction registration)* _____.

El nombre deberá contener el término bajo el cual estará registrada, (deberá escoger uno):
The name should have the term, by which the company will be registered, (please choose one):

_____	Compañía de Responsabilidad Limitada	_____	C.R.L.
✓	*Limited Liability Company*	_____	L.L.C.
o la designación: *or its designation:*	_____ CRL	✓	LLC

SEGUNDO: La fecha de su organización, creación o establecimiento fue el día **8** del mes de **Enero** del año **2015** y el término de existencia expirará en **indefinida** (Por favor, indique si será perpetua, indefinida o con fecha limitada).
SECOND*: Its date of organization, creation or establishment is the* **8** *day of* **January**, **2015** *and the term of existence will expire on* **perpetual** *(Please indicate if is perpetual, indefinite or with a limited date).*

TERCERO: La dirección física y postal de la oficina principal es (incluya calle, número y municipio)
THIRD*: The street and mailing address of the main office of business is (include street, number and municipality)*

Dirección Física / Physical Address	Dirección Postal / Postal Address
12500 Baltimore Avenue	**12500 Baltimore Avenue**
Beltsville, MD 20705	**Beltsville, MD 20705**

CUARTO: Su oficina designada en el Estado Libre Asociado de Puerto Rico estará localizada en: (dirección física y postal)
FOURTH*: The designated office in the Commonwealth of Puerto Rico will be located at: (street and mailing address)*

Dirección Física / Physical Address	Dirección Postal / Postal Address
C T Corporation System	**C T Corporation System**
361 San Francisco Street	**361 San Francisco Street**
San Juan, PR 00901	**San Juan, PR 00901**

El Agente Residente a cargo de dicha oficina es: **The Corporation Trust Company**
The Resident Agent in charge of said office is:

QUINTO: Los nombres y las direcciones de negocios de sus actuales miembros y administradores son: (física y postal)
***FIFTH**: The names and current business addresses of its present members and administrators are: (Street and mailing address)*

Chris Bailey, Administrator
12500 Baltimore Avenue, Beltsville, MD 20705

SEXTO: Los activos de dicha Compañía de Responsabilidad Limitada son $ **0.00** y sus pasivos, $ **0.00**.
***SIXTH**: The assets of said limited liability company are $ **0.00** and its liabilities are $ **0.00**.*

SÉPTIMO: La descripción de las operaciones que tiene intenciones de realizar en el Estado Libre Asociado es la siguiente:
***SEVENTH**: The description of the business that you intend to do in the Commonwealth of Puerto Rico is the following:*

Solar Energy Services

OCTAVO: Esta Compañía de Responsabilidad Limitada está autorizada a llevar a cabo el negocio descrito en el párrafo SÉPTIMO en su jurisdicción de organización, creación o establecimiento.
***EIGHTH**: This Limited Liability Company is authorized to carry out the business described in paragraph SEVENTH at its jurisdiction of organization, creation or establishment.*

The State of Delaware

NOVENO: El nombre y la dirección física y postal de la persona autorizada a presentar el Certificado de Autorización para hacer Negocios en Puerto Rico es (incluya calle, número y municipio)
***NINTH**: The name and Street and mailing address of the person authorized to register the Certificate of Authorization to to Business in Puerto Rico.*

Dirección Física / Physical Address	Dirección Postal / Postal Address
12500 Baltimore Avenue	**12500 Baltimore Avenue**
Beltsville, MD 20705	**Beltsville, MD 20705**

EN TESTIMONIO DE LO CUAL, Yo, **Chris Bailey**, con el propósito de hacer negocios en el Estado Libre Asociado de Puerto Rico conforme a la Ley General de Corporaciones de Puerto Rico, declaro bajo pena de perjurio que los datos contenidos en este Certificado son ciertos, hoy día **8** del mes de **Enero** de **2015**.

***IN WITNESS WHEREOF**, I,* **Chris Bailey**, *with the purpose of doing business in the Commonwealth of Puerto Rico pursuant to the General Corporations Act of Puerto Rico, hereby declare under penalty of perjury that the facts herein are true, this* **8th** *day of* **January**, **2015**.

Correo electrónico de entidad: **cbailey@terraform.com**
Entity's e-mail:

Chris Bailey
Persona Autorizada
Authorized Person

* Este certificado estará acompañado de un Certificado de Existencia (u otro documento similar) expedido por el Secretario de Estado u otro oficial que mantenga la custodia del registro de la Compañía en la jurisdicción bajo cuyas leyes está organizada la Compañía de Responsabilidad Limitada. Si dicho certificado estuviere en un idioma extranjero, se adjuntará una traducción del mismo con una declaración jurada del traductor.
** A certificate of existence (or similar document) issued by the Secretary of State or another official who keeps custody of the Limited Liability Company registry in the jurisdiction under which laws this company is organized, will be attached hereto. If said certificate is in a foreign language, its translation must be sworn by the translator, will be attached to the Certificate of Existence.*

IMPORTANTE: Además de los derechos dispuestos para las Compañías de Responsabilidad Limitada, se pagarán al, y serán cobrados por el Secretario de Estado los siguientes:

- $500.00 adicionales por cualquiera de los servicios que se requieran para dos (2) horas.
- $200.00 adicionales por cualquiera de los servicios que se requieran en el mismo día que se soliciten.
- $100.00 adicionales por cualquiera de los servicios que se requieran dentro de veinticuatro (24) horas de que se soliciten

Cifra de Ingreso
4391 – $60.00
4392 – $20.00

ATTACHMENT 3

EXECUTION VERSION

MASTER LEASE AGREEMENT

between

SunE Solar XVI Lessor, LLC,

as Lessor

and

DG Solar Lessee II, LLC,

as Lessee

dated as of November 20, 2014

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EXHIBITS AND SCHEDULES

EXHIBITS

Exhibit A: Form of Appraisal (includes Form of Cost Segregation)
Exhibit B: Form of Lease Supplement
Exhibit C: Form of Riverstone Letter Agreement

SCHEDULES

Schedule 1: Separateness Provisions
Schedule 2: Tax Matters

MASTER LEASE AGREEMENT

This MASTER LEASE AGREEMENT, [redacted]

Attachment B

ATTACHMENT 1

June 17, 2024

Re: Certification Statement

I hereby certify that the accompanying financial statements of DG Solar Lessee II, LLC for the year ended on December 31, 2023 were compiled by me, John E. Castonguay, a Certified Public Accountant. These statements have been prepared based on the information provided by the management of DG Solar Lessee II, LLC, and I have not audited or reviewed these financial statements nor was I required to perform any procedures to verify the accuracy or completeness of the information provided. Accordingly, I do not express an opinion, conclusion, nor do I provide any form of assurance on these financial statements.

John E. Castonguay
Certified Public Accountant
License No. 063345-01

The University of the State of New York
Education Department
Office of the Professions

REGISTRATION CERTIFICATE

Do not accept a copy of this certificate

License Number: 063345-01 Certificate Number: 1494726

CASTONGUAY JOHN EDWARD
30 JACQUELINE CIRCLE
RICHBORO PA 18954-0000

is registered to practice in New York State through 10/31/2024 as a(n)
CERTIFIED PUBLIC ACCOUNTANT

LICENSEE/REGISTRANT

Jennifer B. Wanless
EXECUTIVE SECRETARY

COMMISSIONER OF EDUCATION

Sarah A. Benson
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

This document is valid only if it has not expired, name and address are correct, it has not been tampered with and is an original - not a copy. To verify that this registration certificate is valid or for more information please visit ***www.op.nysed.gov.***

Statement of Financial Position
PREC - Janssen Fund XVI
Year- 2023
Unaudited

ASSETS	**31/12/2023**	**31/12/2022**
Current assets:		
Cash and cash equivalents	-	-
Accounts receivable, net	-	30,266
Prepaid expenses	0	58,297
Due from related parties, net	(3,902,881)	(3,241,623)
Total current assets	**(3,902,880)**	**(3,153,060)**
Non current assets:		
Lease solar energy systems, net	-	-
Right of use asset	-	-
Total non current assets	**-**	**-**
Total assets	**(3,902,880)**	**(3,153,060)**
LIABILITIES & MEMBER'S EQUITY		
Current liabilities:		
Accounts payable and accrued expenses	(203,245)	(472,869)
Due to related parties, net	-	-
Lease liability - current	-	-
Total current liabilities	**(203,245)**	**(472,869)**
Non current liabilities:		
Asset retirement obligation	-	-
Lease liability - non current	-	-
Total non current liabilities	**-**	**-**
Total liabilities	**(203,245)**	**(472,869)**
Total member's equity	(3,699,636)	(2,680,191)
Total liabilities & member's equity	**(3,902,880)**	**(3,153,060)**

Income Statement
PREC - Janssen Fund XVI
Year- 2023
Unaudited

	31/12/2023	31/12/2022
Sales External	219,689	474,815
TF Net Sales- A	**219,689**	**474,815**
Operating Expenses		
TF Total cost of operations	-	-
TF Total cost of operations affiliate	-	-
TF Total General and administrative	-	-
Lease Expense	690,303	936,388
Total Operating Costs - B	**690,303**	**936,388**
TF Total Depreciation expense	-	
Total Depreciation Amortization Accretion Expense	**-**	**-**
Income (Loss) from Continuing Operations before Taxes (A-B)	**(470,614)**	**(461,573)**
TF Total Income tax expense	-	-
Total Income (Loss) from Continuing operations before Equity in earnin	**(470,614)**	**(461,573)**
TF total equity method income loss	(470,614)	(461,573)
Net Income (Loss) from continuing operations	**(470,614)**	**(461,573)**
TF Total Non controlling interest	-	-
Net Income (Loss)	**(470,614)**	**(461,573)**

Statement of Changes in Equity
PREC - Janssen Fund XVI
Year- 2023
Unaudited

	31/12/2023
Balance as at Dec 30,2022	3,145,647
Capital distribution	83,375
Net Income	470,614
Balance as at Dec 30, 2023	**3,699,636**

DG II - SunE XVI Lessee - Janssen	
Project	**PR-12-0001**
Timberline	**68-0029**
Oracle	**990087**
AX	**990350**
New AX	**Z442**

AX Account	Description	12/31/2022	12/31/2023	Account Type	FS Type	Mapping
11000	Trade A/R	30,266	-	Accounts Receivable	BS	Accounts receivable, net
11020	Trade A/R Other	-	-	Accounts Receivable	BS	Accounts receivable, net
11030	Trade A/R Allowance	-	-	Accounts Receivable	BS	Accounts receivable, net
11130	A/R Intercompany Cross Company	-	-	Accounts Receivable	BS	Accounts receivable, net
11140	A/R Intercompany - Legacy ERP	(2,639,019)	(3,300,276)	Accounts Receivable	BS	Due from related parties, net
13060	Prepaid Other	0	0	Prepaids	BS	Prepaid expenses
19000	Prepaid Deposits Non-Current	58,297	-	Prepaids	BS	Prepaid expenses
21030	A/P Other - Non Control Account		86,282	New Account in 2023. R/2023/09 - R/2023 Q3 Fund transfer against revenue cash received in lessee	BS	Accounts payable and accrued expenses
21130	A/P Intercompany Cross Company	-	-	Accounts Payable	BS	Due from related parties, net
21140	A/P Intercompany - Legacy ERP	(602,605)	(602,605)	Accounts Payable	BS	Due from related parties, net
22950	Accrued Other	472,869	116,963	Accrued Other	BS	Accounts payable and accrued expenses
31500	APIC Intercompany	(2,201,044)	(2,201,044)	APIC	BS	Total member's equity
32000	Beginning Retained Earnings - manual adjust	3,395,807	3,857,380	Beg Retained Earnings	BS	Total member's equity
32500	Dividends Paid	53,109	83,375	Dividends	BS	Total member's equity
33130	Intracompany Cross Company	970,746	1,489,311	APIC	BS	Total member's equity
40000	PPA - Solar	(474,815)	**(219,689)**	Revenue	IS	Sales External
60000	Bad Debt Expense	-	-	Bad Debt Expense	IS	TF Bad Debt expense
63010	Lease Equipment - Other	275,130	**58,297**	Lease Expense	IS	Lease Expenses
63020	Lease Rent Other	661,257	**632,006**	Lease Expense	IS	Lease Expenses
799AR	ERP Data Conversion AR Trade	-	-			
		0	**(0)**			

ATTACHMENT 2

FORM

PERSONAL INFORMATION
ELECTRIC POWER COMPANIES

☒ New Information	☐ Information Update

Instructions:

- When filling out this form, examine the provisions of Section 2.01 of Regulation No. 8701 and be sure to provide all the required information.
- Indicate N/A where the information is not applicable.
- Provide a Complementary Sheet for Affiliate and Subsidiary Entities (NEPR-B02) for each affiliated and subsidiary entity it possesses.
- Use Complementary Sheet (NEPR-Z01) if additional space is required.
- Include the required documents according to the Regulation No. 8701, enumerated in the Annexes section.
- Present a copy of the payment evidence when submitting this Form.

A. Electric Power Company General Information

1. Company Name: SunE Solar XVI Lessor, LLC
2. Organizational Form: ☐ Corporation ☒ Limited Liability Company ☐ Society ☐ Other: _____
3. Jurisdiction where it was organized: State of Delaware
4. Fiscal Year Start Date: January 1, 2024
5. Fiscal Year End Date: December 31, 2024

B. Information of Offices in Puerto Rico

1. Principal Office
   a. Physical Address: N/A
   b. Postal Address: _____
2. Secondary Office
   a. Physical Address: N/A

b. Postal Address: N/A

Secondary Office

a. Physical Address: N/A

b. Postal Address: N/A

Secondary Office

a. Physical Address: N/A

b. Postal Address: N/A

C. Addresses for Receipt of Notifications

(Indicate the addresses where notifications of matters before the Energy Bureau are to be received.)

1. Physical Address: 200 Liberty Street, 14th Floor, New York NY 10281
2. Authorized person to receive notifications personally: Alexander Metz
3. Postal Address: 200 Liberty Street, 14th Floor, New York NY 10281
4. E-mail: legal@luminace.com

D. Information for Designated Contact before the Energy Bureau

1. Name: Alexander Metz
2. Position: VP, General Counsel & Secretary
3. Physical Work Address: 200 Liberty Street, 14th Floor, New York NY 10281
4. Postal Work Address: 200 Liberty Street, 14th Floor, New York NY 10281
5. Office Phone: 646-992-2440
6. Mobile Phone:
7. E-mail: legal@luminace.com

E. Information of the Company's Resident Agent

1. Name: Corporation Service Company Puerto Rico Inc.
2. Physical Address: c/o RVM Professional Services, LLC, A4 Reparto Mendoza, Humacao, PR, 00791
3. Postal Address: c/o RVM Professional Services, LLC, A4 Reparto Mendoza, Humacao, PR, 00791

4. Office Phone: +1 302 421 6100 5. Mobile Phone:

6. E-mail:

F. Information of Members of the Board of Directors or Governing Body and Executive Principals

1. Name: Brendon Quinlivian Position: President & Chief Executive Officer

Physical Address: 200 Liberty Street, 14th Floor
New York NY 10281

Postal Address: 200 Liberty Street, 14th Floor
New York NY 10281

Office Phone: 646-992-2440 Mobile Phone:

E-mail: legal@luminace.com

2. Name: Declan McCarthy Position: Chief Financial Officer & Treasurer

Physical Address: 200 Liberty Street, 14th Floor
New York NY 10281

Postal Address: 200 Liberty Street, 14th Floor
New York NY 10281

Office Phone: 646-992-2440 Mobile Phone:

E-mail: legal@luminace.com

3. Name: Elizabeth Brennan Position: Chief Operating Officer

Physical Address: 200 Liberty Street, 14th Floor
New York NY 10281

Postal Address: 200 Liberty Street, 14th Floor
New York NY 10281

Office Phone: 646-992-2440 Mobile Phone:

E-mail: legal@luminace.com

4. Name: Alexander Metz Position: Vice President, General Counsel & Secret

Physical Address: 200 Liberty Street, 14th Floor
New York NY 10281

Postal Address: 200 Liberty Street, 14th Floor
New York NY 10281

Office Phone: 646-992-2440 Mobile Phone:

E-mail: legal@luminace.com

5. Name: N/A Position:

Physical Address: _____

_____

Postal Address: _____

_____

Office Phone: _____ Mobile Phone: _____

E-mail: _____

G. Information of Shareholders or Owners of the Company

(Indicate the required information if the participation percent is equal or greater than thirty-five percent (35%)).

1. Name: SunE Solar XVI Holdings, LLC Position: Sole Member
2. Name: _____ Position: _____
3. Name: _____ Position: _____
4. Name: _____ Position: _____
5. Name: _____ Position: _____

Annexes: (Mark the documents included with the Personal Information Form)

- ☒ Copy of the Company's Incorporation and Register Certificate.
- ☒ Copy of the Good Standing Certificate issued by the Puerto Rico State Department.
- ☒ Copy of the Authorization Certificate to do business in Puerto Rico.
- ☒ Complementary Sheet (NEPR-Z01).
- ☐ Complementary Sheet for Affiliate or Subsidiary Entities Information (NEPR-B02).
- ☐ Other: _____

I certify that the presented information on this form is correct and complete.

Alexander Metz	Vice President, General Counsel & Secretary	Alex Metz	June 17, 2024
Name of Designated Contact	Position	Signature	Date

COMPLEMENTARY SHEET

Instructions:

- Use this form when additional space is required to answer questions from other forms and attach it to the documents to be submitted.

To be completed by the applicant

1. Electric Power Company Name: SunE Solar XVI Lessor, LLC
2. Applicant Name: SunE Solar XVI Lessor, LLC
3. Title of the supplemented form: Personal Information Form
4. Date of the supplemented form: June 17, 2024
5. Provide additional information: (Specify the subsection of the form that is complemented)

Section C. Address for Receipt of Notifications

Carlos J. Fernández Lugo, Legal Counsel
McConnell Valdés
270 Muñoz Rivera Ave.
Hato Rey, PR 00918
P.O. BOX 364225
San Juan, PR 00936-4225
cfl@mcvpr.com
mobile - (787)413-4438
Office - (787) 250-5669

Section D. Information for Designated Contact

Carlos J. Fernández Lugo
See above

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "SUNE SOLAR XVI LESSOR, LLC", FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF OCTOBER, A.D. 2014, AT 12:29 O'CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

5624917 8100

AUTHENTICATION: 1799878

141316118

DATE: 10-22-14

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:39 PM 10/21/2014
FILED 12:29 PM 10/21/2014
SRV 141316118 - 5624917 FILE

CERTIFICATE OF FORMATION

OF

SUNE SOLAR XVI LESSOR, LLC

THIS Certificate of Formation of SunE Solar XVI Lessor, LLC, dated as of October 21, 2014, has been duly executed and is being filed by Denise Gray, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 *Del.C.* §18-101, *et seq.*).

FIRST. The name of the limited liability company formed hereby is SunE Solar XVI Lessor, LLC (the "LLC").

SECOND. The address of the registered office of the LLC in the State of Delaware is % The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

THIRD. The name and address of the registered agent for service of process on the LLC in the State of Delaware are The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first written above.

Denise Gray, Authorized Person

CERTIFICATE OF GOOD STANDING

I, **Omar J. Marrero Díaz, Secretary of State** of the Government of Puerto Rico,

CERTIFY: That, pursuant to the provisions of Puerto Rico's General Law of Corporations, **SUNE SOLAR XVI LESSOR, LLC**, register number **347051**, a **for profit foreign** Limited Liability Company, organized under the laws of **Delaware** and duly authorized to do business in Puerto Rico since **January 21, 2015**, has complied with the payment of its Annual Fees.

IN WITNESS WHEREOF, the undersigned by virtue of the authority vested by law, hereby issues this certificate and affixes the Great Seal of the Government of Puerto Rico, in the City of San Juan, Puerto Rico, today, **June 17, 2024.**

Omar J. Marrero Díaz
Secretary of State

To validate this certificate go to: https://estado.pr.gov/

This certificate is valid for one (1) year from issue date (Regulation 8688, Art. 26). However, it is subject to faithful compliance with the provisions of Chapter XV and Chapter XXI of Act 164-2009, as applicable.

Certificate Validation Number: **682217-64814940**

Gobierno de Puerto Rico
Government of Puerto Rico
DEPARTAMENTO DE ESTADO
Department of State

CERTIFICADO DE AUTORIZACIÓN PARA HACER NEGOCIOS DE UNA COMPAÑÍA DE RESPONSABILIDAD LIMITADA
Certificate of Authorization to do Business of a Limited Liability Company

PRIMERO: **SunE Solar XVI Lessor, LLC** es una Compañía de Responsabilidad Limitada bajo las leyes de **The State of Delaware** .
FIRST: **SunE Solar XVI Lessor, LLC** *is a limited liability company organized under the laws of* **The State of Delaware** .

El nombre de la Compañía de Responsabilidad Limitada en Puerto Rico es (de ser diferente al nombre registrado en la jurisdicción original). *The limited liability company name at Puerto Rico is (if the name is different from the original jurisdiction registration)* _____.

El nombre deberá contener el término bajo el cual estará registrada, (deberá escoger uno):
The name should have the term, by which the company will be registered, (please choose one):

_____	Compañía de Responsabilidad Limitada	_____	C.R.L.
✓	*Limited Liability Company*	_____	L.L.C.
o la designación: *or its designation:*	_____ CRL	✓	LLC

SEGUNDO: La fecha de su organización, creación o establecimiento fue el día **8** del mes de **Enero** del año **2015** y el término de existencia expirará en **indefinida** (Por favor, indique si será perpetua, indefinida o con fecha limitada).
SECOND*: Its date of organization, creation or establishment is the* **8** *day of* **January**, **2015** *and the term of existence will expire on* **perpetual** *(Please indicate if is perpetual, indefinite or with a limited date).*

TERCERO: La dirección física y postal de la oficina principal es (incluya calle, número y municipio)
THIRD*: The street and mailing address of the main office of business is (include street, number and municipality)*

Dirección Física / Physical Address	Dirección Postal / Postal Address
12500 Baltimore Avenue	**12500 Baltimore Avenue**
Beltsville, MD 20705	**Beltsville, MD 20705**

CUARTO: Su oficina designada en el Estado Libre Asociado de Puerto Rico estará localizada en: (dirección física y postal)
FOURTH*: The designated office in the Commonwealth of Puerto Rico will be located at: (street and mailing address)*

Dirección Física / Physical Address	Dirección Postal / Postal Address
C T Corporation System	**C T Corporation System**
361 San Francisco Street	**361 San Francisco Street**
San Juan, PR 00901	**San Juan, PR 00901**

El Agente Residente a cargo de dicha oficina es: **The Corporation Trust Company**
The Resident Agent in charge of said office is:

QUINTO: Los nombres y las direcciones de negocios de sus actuales miembros y administradores son: (física y postal)
***FIFTH**: The names and current business addresses of its present members and administrators are: (Street and mailing address)*

Chris Bailey, Administrator
12500 Baltimore Avenue, Beltsville, MD 20705

SEXTO: Los activos de dicha Compañía de Responsabilidad Limitada son $ **0.00** y sus pasivos, $ **0.00**.
***SIXTH**: The assets of said limited liability company are $* **0.00** *and its liabilities are $* **0.00**.

SÉPTIMO: La descripción de las operaciones que tiene intenciones de realizar en el Estado Libre Asociado es la siguiente:
***SEVENTH**: The description of the business that you intend to do in the Commonwealth of Puerto Rico is the following:*

Solar Energy Services

OCTAVO: Esta Compañía de Responsabilidad Limitada está autorizada a llevar a cabo el negocio descrito en el párrafo SÉPTIMO en su jurisdicción de organización, creación o establecimiento.
***EIGHTH**: This Limited Liability Company is authorized to carry out the business described in paragraph SEVENTH at its jurisdiction of organization, creation or establishment.*

The State of Delaware

NOVENO: El nombre y la dirección física y postal de la persona autorizada a presentar el Certificado de Autorización para hacer Negocios en Puerto Rico es (incluya calle, número y municipio)
***NINTH**: The name and Street and mailing address of the person authorized to register the Certificate of Authorization to to Business in Puerto Rico.*

Dirección Física / Physical Address	Dirección Postal / Postal Address
12500 Baltimore Avenue	**12500 Baltimore Avenue**
Beltsville, MD 20705	**Beltsville, MD 20705**

EN TESTIMONIO DE LO CUAL, Yo, **Chris Bailey**, con el propósito de hacer negocios en el Estado Libre Asociado de Puerto Rico conforme a la Ley General de Corporaciones de Puerto Rico, declaro bajo pena de perjurio que los datos contenidos en este Certificado son ciertos, hoy día **8** del mes de **Enero** de **2015**.

***IN WITNESS WHEREOF**, I,* **Chris Bailey**, *with the purpose of doing business in the Commonwealth of Puerto Rico pursuant to the General Corporations Act of Puerto Rico, hereby declare under penalty of perjury that the facts herein are true, this* **8th** *day of* **January**, **2015**.

Correo electrónico de entidad: **cbailey@terraform.com**
Entity's e-mail:

Chris Bailey
Persona Autorizada
Authorized Person

* Este certificado estará acompañado de un Certificado de Existencia (u otro documento similar) expedido por el Secretario de Estado u otro oficial que mantenga la custodia del registro de la Compañía en la jurisdicción bajo cuyas leyes está organizada la Compañía de Responsabilidad Limitada. Si dicho certificado estuviere en un idioma extranjero, se adjuntará una traducción del mismo con una declaración jurada del traductor.
** A certificate of existence (or similar document) issued by the Secretary of State or another official who keeps custody of the Limited Liability Company registry in the jurisdiction under which laws this company is organized, will be attached hereto. If said certificate is in a foreign language, its translation must be sworn by the translator, will be attached to the Certificate of Existence.*

IMPORTANTE: Además de los derechos dispuestos para las Compañías de Responsabilidad Limitada, se pagarán al, y serán cobrados por el Secretario de Estado los siguientes:

- $500.00 adicionales por cualquiera de los servicios que se requieran para dos (2) horas.
- $200.00 adicionales por cualquiera de los servicios que se requieran en el mismo día que se soliciten.
- $100.00 adicionales por cualquiera de los servicios que se requieran dentro de veinticuatro (24) horas de que se soliciten

Cifra de Ingreso
4391 – $60.00
4392 – $20.00

ATTACHMENT 3

EXECUTION VERSION

MASTER LEASE AGREEMENT

between

SunE Solar XVI Lessor, LLC,

as Lessor

and

DG Solar Lessee II, LLC,

as Lessee

dated as of November 20, 2014

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EXHIBITS AND SCHEDULES

EXHIBITS

Exhibit A: Form of Appraisal (includes Form of Cost Segregation)
Exhibit B: Form of Lease Supplement
Exhibit C: Form of Riverstone Letter Agreement

SCHEDULES

Schedule 1: Separateness Provisions
Schedule 2: Tax Matters

MASTER LEASE AGREEMENT

This MASTER LEASE AGREEMENT, dated as of November 20, 2014 (the "Effective Date"), is entered into by and between SunE Solar XVI Lessor, LLC, a Delaware limited liability company (the "Lessor") and DG Solar Lessee II, LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee are each referred to in this Agreement as a "Party," and they are referred to collectively as the "Parties."

RECITALS

WHEREAS, Lessor is in the business of installing, owning and operating solar photovoltaic power generation systems;

WHEREAS, Lessee desires to enter into this Agreement and the Lease Supplements pursuant to which it shall lease Accepted Projects from Lessor for the purpose of producing electricity and selling or providing the electric output from each such PV Systems to commercial and municipal customers in the United States of America, including the Commonwealth of Puerto Rico, pursuant to the Customer Agreements and the Project Documents;

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements hereinafter set forth, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I.
DEFINITIONS

1.1 Definitions . Capitalized terms used in this Agreement have the following meanings.

"Accepted Project" means an "Accepted Project" as defined under the Participation Agreement which is subject to the leasehold interest of Lessee identified by a Lease Supplement.

"Additional Asset Management Services" has the meaning given to it in the Master Servicing Agreement.

"Additional Operations and Maintenance Services" has the meaning given to it in the Master Servicing Agreement.

"Additional Rent" is defined in Section 3.5.

"Affiliate" of any Person means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person first specified. For the avoidance of doubt, with respect to any period, an Affiliate of a Person shall include any Person who is an Affiliate of that Person first specified during such period regardless of whether such Person subsequently ceases to be an Affiliate of that Person first specified after such period. SunEdison, TerraForm Power, Inc., TerraForm and their respective

Affiliates shall each be considered to be an Affiliate of Lessor and each of its Affiliates at all times prior to the Completion Deadline, or if later, the final Rent Prepayment Date regardless of whether any of SunEdison, TerraForm Power, Inc. or TerraForm, or any of their respective Affiliates, would otherwise be considered an Affiliate of Lessor or any of its Affiliates under this definition at such time.

"After-Tax Basis" means, with respect to any indemnity, the amount of the indemnity increased so that, after deduction of the amount of all Taxes (assuming for this purpose that, to the extent the payment constitutes taxable income to the recipient for federal income tax purposes, the recipient, its direct or indirect beneficial owners, or any Affiliates of such recipients or owners is subject to federal income taxation at the highest marginal rate generally applicable to corporations whose taxable year is the calendar year for the year in which such income is taxable and to state and local income taxation at the actual composite marginal rate applicable to the recipient (or its direct or indirect beneficial owners or such Affiliates) as reasonably estimated by such recipient) required to be paid by the recipient, its direct or indirect beneficial owners, or any Affiliates of such recipients or owners as a result of the receipt or accrual of such amounts, and after reduction for tax savings available to such recipients (calculated under the assumptions described in the immediately preceding parenthetical) as a result of the circumstances giving rise to the indemnity in the tax year such circumstances arise, such increased payment is equal to the indemnity otherwise required to be paid.

"Agreement" means this Master Lease Agreement together with each applicable Lease Supplement, the schedules and exhibits attached hereto.

"Allocated Rent" is defined in Section 3.6.

"Applicable Indemnification Provision" means (a) with respect to a Lessor Indemnitee, Section 7.2 and (b) with respect to a Lessee Indemnitee, Section 7.1.

"Applicable Law" means all applicable laws of any Governmental Authority and any ordinances, judgments, decrees, injunctions, writs and orders or like actions of any Governmental Authority and rules and regulations of any federal, regional, state, county, municipal or other Governmental Authority.

"Appraisal" means a written appraisal with respect to a Project in substantially the form of Exhibit A, obtained at Lessor's sole cost and expense, from the Qualified Appraiser, and in scope, methodology and substance reasonably acceptable to Lessor and Lessee, dated no earlier than ten (10) Business Days prior to the applicable Lease Closing Date, which appraisal shall show, among other things, (a) the fair market value of such Project, expressed in terms of dollars per watt of installed capacity, (b) the economic useful life of the applicable PV System, (c) the residual value of such Project at the conclusion of the term of the relevant Lease Supplement, and (d) that the Rent with respect to such Project is fair market value rent.

"Asset Manager" has the meaning given to it in the Master Servicing Agreement.

"Asset Management Services" has the meaning given to it in the Master Servicing Agreement.

"Asset Manager Replacement Trigger Event" has the meaning given to it in the Master Servicing Agreement.

"Assignment and Assumption Agreement" has the meaning given to it in the Participation Agreement.

"Base Case Model" means a financial model, in form and substance reasonably acceptable to Lessee, dated as of the applicable date of receipt by Lessee, showing the economic results expected to be achieved by Lessee in connection with the transactions contemplated in the Transaction Documents with respect to both (x) the Accepted Projects with respect to which a Lease Closing Date has occurred (excluding the Accepted Projects that have subsequently become Cancelled Projects or Early Termination Projects) and (y) if the Base Case Model is being delivered in connection with a Lease Closing Request, the Accepted Projects that are part of such Lease Closing Request, as adjusted from time to time solely in accordance with the express terms of the Participation Agreement, setting forth the expenses projected to be incurred with respect to such Accepted Projects under the Master Servicing Agreement, and projecting a pre-tax return to Lessee Owners equal to three percent (3%) and an after-tax return to Lessee Owners equal to at least twelve percent (12%) by the end of the Lease Term, based on the assumptions and projections therein, such assumptions to include the following: (i) the Tax Credits with respect to each such Accepted Project will be recognized by Lessee no earlier than 2.5 months, and no later than 5.5 months, after the Placed in Service Date with respect to such Accepted Project, (ii) the ratio of (a) the aggregate Rent Prepayments with respect to such Accepted Projects to (b) the Tax Credits with respect to such Accepted Projects will not exceed 1.2, (iii) the degradation factor for each such Accepted Project will be 0.75% per annum, (iv) each such Accepted Project will produce at the P75 projections set forth in the Independent Engineer Report with respect to such Accepted Project, (v) the applicable income tax rate will be the maximum marginal U.S. federal corporate income tax rate prevailing at the earlier of the date of the applicable Rent Prepayment or the Placed in Service Date with respect to each such Accepted Project, and (vi) the unit price of electricity in each Variable Rate Contract will be the floor rate ("Floor Rate") set forth in such Variable Rate Contract.

"Base Rent" means the sum of the scheduled quarterly rent to be paid by Lessee to Lessor for each Accepted Project which has been Placed in Service in the amounts and on the Rent Payment Dates shown in the Rent Schedule attached to the Lease Supplement for such Accepted Project (other than an Early Termination Project). The Base Rent for each such Accepted Project shall be fixed under the Rent Schedule as those rent payments projected to allow a pre-tax return to Lessee Owners equal to three percent (3%) and an after tax return to Lessee Owners equal to at least twelve percent (12%) by the end of the Lease Term on a portfolio basis, as shown under the Base Case Model (where calculated in accordance with the assumptions described in the definition of "Base Case Model").

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in California, New York, Minnesota and London are authorized or required by law to stay closed.

"Cancelled Project" has the meaning given to it in the Participation Agreement.

"Capital Lease Obligations" means, as to any Person, the obligations of such Person to pay rent or other amounts under a lease of (or other agreement conveying the right to use) real and/or personal property which obligations are required to be classified and accounted for as a capital lease on a balance sheet of such Person under GAAP and, for purposes of this Agreement, the amount of such obligations shall be the capitalized amount thereof, determined in accordance with GAAP.

"Claims Certificate" is defined in Section 7.3(b).

"Claims Notice" is defined in Section 7.3(a).

"Closing Date" means the first Lease Closing Date to occur under, and as defined in, the Participation Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collection Accounts" has the meaning given to it in the Depositary Agreement.

"Completion Deadline" has the meaning given to it in the Participation Agreement.

"Confidential Information" is defined in Section 4.1(d)(i).

"Construction Revolver Collateral Agent" means Deutsche Bank Trust Company Americas as collateral agent in respect of that certain Financing Agreement dated March 26, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time) between itself, SunE Solar Construction, LLC, SunE Solar Construction #2, LLC, the lenders party thereto, Wilmington Trust, National Association (as administrative agent) and the other parties thereto.

"Cost Segregation Report" means a written cost segregation report with respect to a Project in substantially the form of Exhibit A, obtained at Lessor's sole cost and expense, prepared by Alvarez & Marsal Taxand, LLC, a Qualified Appraiser or an Independent Accounting Firm, and in scope, methodology and substance reasonably acceptable to Lessor and Lessee, dated no earlier than ten (10) Business Days prior to the applicable Final Completion Date, which cost segregation report shall allocate the fair market value of such Project among different asset classes for U.S. federal income tax depreciation and Tax Credit purposes.

"Covered Servicer" means each Initial Servicer, whether or not it remains an Affiliate of Lessor, and each Replacement Servicer that is an Affiliate of Lessor at the time the Replacement Master Servicing Agreement is entered into, whether or not it remains an Affiliate of Lessor.

"Customary Servicing Practices" has the meaning set forth in the Master Servicing Agreement.

"Customer Agreement" means, with respect to any Project, that certain power purchase agreement (including a Variable Rate Contract, as applicable) entered into with a Host

Customer, as may be amended, modified or supplemented from time to time prior to the applicable Lease Closing Date (upon prior written notice to Lessee), or as may be amended, modified or supplemented from time to time during the Lease Term only with the prior written consent of Lessee (which consent may be withheld in Lessee's sole discretion).

"Depositary" means U.S. Bank National Association, in its capacity as the depositary bank under the Depositary Agreement.

"Depositary Agreement" means that certain depositary agreement, dated as of the date hereof, by and between Lessor, Lessee and Depositary.

"Depreciation Loss" is defined in Section 7.4(d).

"Disqualified Person" means:

(A) a Person that is a "tax-exempt entity" or a "tax-exempt controlled entity" within the meaning of Section 168(h) of the Code;

(B) a Person that is described in Treasury Regulations Section 1.48-4(a)(1)(v); or

(C) a Person that is for U.S. federal income tax purposes an entity disregarded as separate from its owner or a partnership a direct or indirect owner of a beneficial interest in which is a "tax-exempt entity" or a "tax-exempt controlled entity" within the meaning of Section 168(h) of the Code or a Person that is described in Treasury Regulations Section 1.48-4(a)(1)(v), unless such "tax-exempt entity," "tax-exempt controlled entity" or Person that is described in Treasury Regulations Section 1.48-4(a)(1)(v) holds such interest for U.S. federal income tax purposes through a taxable C Corporation (as defined in the Code) that either (i) is not a "tax-exempt controlled entity" within the meaning of Section 168(h) of the Code or (ii) is not treated as a "tax-exempt controlled entity" under Section 168(h)(6)(F) of the Code because it has made an election under Section 168(h)(6)(F)(ii) of the Code.

"Early Buyout Event" is defined in Section 6.3.

"Early Termination Event" is defined in Section 6.2(a).

"Early Termination Proceeds" means, as applicable, the Net Cash Proceeds of (i) an Event of Total Loss in accordance with Section 6.1(c), (ii) liquidated damages in accordance with Section 6.2(c) or (iii) an Early Buyout Event in accordance with Section 6.3.

"Early Termination Project" means an Accepted Project that is the subject of (i) an Event of Total Loss pursuant to Section 6.1(c), (ii) an Early Termination Event pursuant to Section 6.2(c) or (iii) an Early Buyout Event pursuant to Section 6.3.

"Effective Date" is defined in the first sentence of this Agreement.

"Environmental Laws" means all Applicable Laws pertaining to the protection of the environment, human health or safety, or natural resources, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.)

("CERCLA"), and the Superfund Amendments and Reauthorization Act of 1986, the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 et seq.), and the Hazardous and Solid Waste Amendments Act of 1984, the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Federal Water Pollution Control Act (also known as the Clean Water Act) (33 U.S.C. §§ 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), the Endangered Species Act (16 U.S.C. §§ 1531 et seq.), the Oil Pollution Act of 1990 (33 U.S.C. §§ 2701 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the National Environmental Policy Act (42 U.S.C. §§ 4321 et seq.) and any similar or analogous state and local statutes or regulations promulgated thereunder.

"Environmental Representations and Warranties" has the meaning given to it in the Participation Agreement.

"EPC Agreement" means, with respect to any Project, that certain Project Installation Agreement between an EPC Contractor and Lessor, as may be amended, modified or supplemented from time to time.

"EPC Completion and Production Guaranty" means the Parent Guaranty (Re: Completion and Production), dated as of the date hereof, in connection with the completion and production of the Accepted Projects, in favor of Lessee, by SunEdison.

"EPC Contractor" means NVT Licenses, LLC, NVT, LLC, Team-Solar, Inc. or SunEdison Puerto Rico Contracting, LLC.

"EPC Warranty" means, with respect to any Project, any warranty provided by the applicable EPC Contractor to Lessor under the applicable EPC Agreement.

"Equipment Replacement" is defined in Section 5.1(a).

"Event of Loss" is defined in Section 6.1(a).

"Event of Total Loss" is defined in Section 6.1(c).

"Expiry Date" means the eighth anniversary of the date the final Lease Supplement is entered into.

"Final Completion Date" has the meaning given to it in the Participation Agreement.

"Fixed Payment Amount" means, in respect of the Accepted Projects on a Rent Payment Date, the sum of Base Rent and the Target Lessee Distribution payable on that date.

"Floor Rate" is defined in the definition of Base Case Model.

"Force Majeure Event" means any event or circumstances (other than a lack of funds or finances) beyond the reasonable control of and without the fault or negligence of the Party which hinders or prevents such party from performing despite using commercially

reasonable efforts. It shall include such failure to perform due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather conditions, action of the elements, hurricane; flood; lightning; wind; drought; peril of sea; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority or any interconnecting electrical utility (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products, but not to the extent that any such unavailability of any of the foregoing results from the failure of the Party claiming a Force Majeure Event to have exercised reasonable diligence.

"GAAP" means generally accepted accounting principles in the United States of America as in effect from time to time, consistently applied.

"Government Incentive" means renewable energy credits under any state renewable portfolio standard or federal renewable energy standard, pollution allowances, carbon credits and similar environmental allowances or credits, green tag or other reporting rights under The Energy Policy Act of 1992, Green-e® products, and any federal, state or local subsidies, grants, utility rebates, or similar benefits or incentives, including production based incentives, but the term does not include any Tax Credits, production tax credits or other federal, state or local tax benefits or credits.

"Governmental Authority" means any foreign, federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, court, tribunal, arbitrating body or other governmental authority.

"Governmental Claim" means a Third Party Claim made by a Governmental Authority.

"Guaranty" by any Person means any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Indebtedness, leases or other obligations of any other Person (the "primary obligor"), including any obligation, direct or indirect, contingent or otherwise, of such Person (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness (whether arising by virtue of partnership arrangements, or by agreement to purchase assets, goods, securities or services, or to take-or-pay, other than agreements to purchase goods at an arm's length price in the ordinary course of business); (b) to advance or supply funds to maintain working capital or equity capital in the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor or (c) entered into for the purpose of assuring in any other manner the holder of such Indebtedness of the payment thereof or to protect such holder against loss with respect thereto (in whole or in part), provided that the term "Guaranty" shall not include endorsements of instruments for collection or deposit in the ordinary course of business. The term "Guarantee" used as a verb has a corresponding meaning.

"Hazardous Substance" means (a) any hazardous materials, hazardous wastes, hazardous substances, toxic wastes, contaminants, pollutants and toxic substances as those or

similar terms are defined under any Environmental Laws; (b) any asbestos or asbestos containing material; (c) polychlorinated biphenyls ("PCBs"), or PCB-containing materials or fluids; (d) radon; (e) any petroleum, petroleum hydrocarbons, petroleum products, crude oil and any fractions or derivatives thereof; and (f) any other hazardous, radioactive or toxic substance.

"Hedge Agreement" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided, that agreements relating to Government Incentives shall not be considered a Hedge Agreement.

"Host Customer" means a "customer" under a Customer Agreement and shall include any utility purchaser under a Variable Rate Contract.

"Improvements" means Optional Improvements and Required Improvements.

"Incremental Rent" means the variable quarterly rent payable on each Rent Payment Date in respect of the Accepted Projects equal to the amount (if positive) that is (i) the lesser of (A) the revenues and payments received by Lessee based on the actual level of production of the Accepted Projects, provided that for Variable Rate Contracts such revenues and payments are to be calculated based on the assumption that the respective Floor Rates prevailed during the applicable Rent Payment Period and (B) the Incremental Rent Cap applicable for the Accepted Projects on that date minus (ii) the Fixed Payment Amount applicable for the Accepted Projects on that date.

"Incremental Rent Cap" means the sum of the scheduled quarterly cap on Base Rent and Incremental Rent payable by Lessee to the Lessor for each Accepted Project which has been Placed in Service in the amounts and on the Rent Payment Dates shown in the Rent Schedule attached to the Lease Supplement for such Project. The Incremental Rent Cap for each Accepted Project shall be fixed under the Rent Schedule as that cap on Base Rent and Incremental Rent projected to allow a pre-tax return to the Lessee Owners equal to three percent (3%) and an after tax return to Lessee Owners equal to at least twelve percent (12%) by the end of the Lease Term, as shown under the Base Case Model calculated as if the assumptions described in clauses (iii) and (iv) in the definition of "Base Case Model" were replaced with: "(iii) the degradation factor for each such Accepted Project will be 0.5% per annum" and "(iv) each such Accepted Project will produce at the P50 projections set forth in the Independent Engineer Report with respect to such Accepted Project." (where otherwise calculated in accordance with all other assumptions described in the definition of "Base Case Model").

"Indebtedness" means, with respect to any Person, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable arising in the ordinary course of business not overdue for more than sixty (60) days), (d) all Capital Lease Obligations of such Person, (e) all obligations of such Person to reimburse any Person with respect to amounts paid under a letter of credit, surety bond or similar instrument, (f) all

Indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (g) the liquidation value of all redeemable preferred equity interest of such Person, (h) all Indebtedness of other Persons secured by a Lien on any property of such Person, whether or not such Indebtedness is assumed by such Person, (i) all Indebtedness of other Persons Guaranteed by such Person, and (j) all obligations of such Person under Hedge Agreements. For purposes of this definition, the amount of the obligations of such Person with respect to any Hedge Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that such Person would be required to pay if such Hedge Agreement were terminated at such time.

"Indemnifiable Loss" means any claim, demand, suit, loss, liability, damage, obligation, payment, cost or expense (including the cost and expense of any actual or prospective action, suit, proceeding, assessment, judgment, settlement or compromise relating thereto and reasonable attorneys' fees and reasonable disbursements in connection therewith), but not including any amounts attributable to taxes measured in whole or in part by net income, capital or net worth (except to the extent an amount is payable on an After-Tax Basis) or amounts attributable to a Tax Loss or interest and penalties related to a Tax Loss.

"Indemnitee" means a Lessor Indemnitee or a Lessee Indemnitee, as the context shall require.

"Indemnitor" means (a) with respect to a Lessor Indemnitee, Lessee and (b) with respect to a Lessee Indemnitee, Lessor.

"Indemnitor Event of Default" means (a) in the event that Lessor is the Indemnitor, a Lessor Default for which all applicable cure periods have expired and (b) in the event that Lessee is the Indemnitor, a Lease Event of Default.

"Indemnity" means the Indemnity Agreement, dated as of the date hereof, between SunEdison and Lessee.

"Indemnity Payments" means indemnity payment obligations resulting from Tax Losses pursuant to Section 7.4(a).

"Independent Accounting Firm" means an independent, nationally-recognized accounting firm that is reasonably acceptable to Lessee.

"Independent Engineer" means DNV KEMA Renewables, Inc.

"Independent Engineer Report" means any report prepared by the Independent Engineer with respect to a PV System.

"Initial Master Servicing Agreement" means the Master Servicing Agreement dated as of the Effective Date by and between Lessee, Lessor, each Operator, the Asset Manager, and solely for purposes of Section 4.6, the Manager.

"Initial Servicer" means each Operator and the Asset Manager.

"Initial Servicer Interest Amount" is defined in Section 8.3(d).

"Interconnector" means the local electric distribution owner and operator providing electric distribution and interconnection services to the Host Customer at an Accepted Project site.

"Inverter" means the component of a PV System that converts DC electricity to AC electricity.

"Investors" has the meaning given to it in the Participation Agreement.

"IRS" means the Internal Revenue Service.

"Knowledge Party" means a Lessor Knowledge Party or a Lessee Knowledge Party, as the context shall require.

"Lease Closing Date" has the meaning given to it in the Participation Agreement.

"Lease Collateral" means all property of Lessee, now owned or hereafter acquired, upon which a Lien is purported to be created by any Security Document.

"Lease Default" means a Lease Event of Default or event that, with notice or lapse of time or both, would become a Lease Event of Default.

"Lease Event of Default" is defined in Section 8.1.

"Lease Interconnection Agreement" means in respect of an Accepted Project, that certain interconnection agreement entered into with Lessor or Lessee and the Interconnector.

"Lease Supplement" means a lease supplement substantially in the form of Exhibit B setting forth the Accepted Projects to be leased by Lessor to Lessee, as may be amended, supplemented or modified from time to time.

"Lease Term" is defined in Section 2.1.

"Lessee" is defined in the preamble to this Agreement.

"Lessee Collection Account" has the meaning given to it in the Depositary Agreement.

"Lessee Indemnitee" is defined in Section 7.1.

"Lessee Knowledge Party" means the Manager (as defined in the Lessee LLC Agreement).

"Lessee LLC Agreement" means the Limited Liability Company Agreement of DG Solar Lessee II, LLC, dated as of November 19, 2014.

"Lessee Owner" means any direct or indirect legal or beneficial owner of Lessee and any Affiliate of such owner.

"Lessee Section 467 Interest" is defined in Section 3.7.

"Lessee Section 467 Loan Balance" is defined in Section 3.7.

"Lessee Termination Portion" means, with respect to any Early Termination Project, the lump-sum amount that would be necessary to be paid to Lessee on the next Rent Payment Date to hold the Lessee Owners harmless in respect of the termination of this Agreement with respect to such Early Termination Project, calculated as the amount that results in the Base Case Model (as delivered to Lessee in connection with the Final Rent Prepayment Request with respect to such Early Termination Project) showing the Lessee Owners achieving at least the targeted pre-tax return and after-tax return with respect to such Early Termination Project as prescribed in such Base Case Model, and taking into account those consequences to Lessee and the Lessee Owners in connection with such termination as would reasonably be expected to occur (including loss, unavailability or recapture of Tax Credits and taxability of such lump-sum amount).

"Lessor" is defined in the preamble to this Agreement.

"Lessor Default" is defined in Section 8.4.

"Lessor Indemnitee" is defined in Section 7.2.

"Lessor Knowledge Party" means any Persons holding any of the following titles with respect to Lessor: Chief Operating Officer, Chief Financial Officer, Vice President of Asset Management, or Senior Vice President of Global Capital Markets and Structured Finance, or any successor Person holding the same title or the functional equivalent.

"Lessor Note" has the meaning given to it in the applicable Purchase and Sale Agreement.

"Lessor Owner" means (i) Lessor, if Lessor is not a disregarded entity for U.S. federal tax purposes or (ii) if Lessor is a disregarded entity for U.S. federal tax purposes, the association taxable as a corporation, or the partnership, for U.S. federal tax purposes of which Lessor is a disregarded entity.

"Lessor Section 467 Interest" is defined in Section 3.7.

"Lessor Section 467 Loan Balance" is defined in Section 3.7.

"Liens" means any lien, security interest, mortgage, deed of trust, pledge, hypothecation, encumbrance, deposit arrangement charge or other restriction on title or property interest, whether or not filed, recorded or otherwise perfected under Applicable Law.

"Maintenance Reserve Account" has the meaning given to it in the Depositary Agreement.

"Manager" means SunE Solar XVI Manager, LLC, a Delaware limited liability company.

"Master Servicing Agreement" means (a) the Initial Master Servicing Agreement and (b) any Replacement Master Servicing Agreement.

"Material Adverse Effect" means a fact, event or circumstance that, alone or when taken with other events or conditions occurring or existing concurrently with such event or condition, (a) has or is reasonably expected to have a material adverse effect on the business, operations, condition (financial or otherwise), assets, liabilities, or properties of a Person, (b) has or is reasonably expected to have any material adverse effect on the validity or enforceability of any Transaction Document, (c) materially impairs or is reasonably expected to materially impair the ability of a Person to meet or perform its obligations under any Transaction Document, or (d) has or is reasonably expected to have any material adverse effect on a Person's rights under any Transaction Document.

"Maximum Contribution Amount" has the meaning given to it in the Participation Agreement.

"MSA Performance Guaranty" means that Guaranty given by SunEdison in connection with the Master Servicing Agreement for the benefit of Lessee.

"Net Cash Proceeds" means, in connection with the proceeds of any claim on a manufacturer's warranty, a claim under the Master Servicing Agreement, the MSA Performance Guaranty or the EPC Warranty, an Event of Total Loss, liquidated damages under the Customer Agreements or an Early Buyout Event, the cash proceeds thereof, net of customary fees and expenses actually incurred in connection therewith and net of taxes paid or reasonably estimated to be payable as a result thereof by the recipient or its direct or indirect beneficial owners or Affiliates of such recipient or owners.

"Obligor" is defined in Section 3.9.

"Operations and Maintenance Services" has the meaning given to it in the Master Servicing Agreement.

"Operator" has the meaning given to it in the Master Servicing Agreement.

"Operator Replacement Trigger Event" has the meaning given to it in the Master Servicing Agreement.

"Optional Improvements" is defined in Section 5.2(b).

"Participation Agreement" means the Participation Agreement dated as of the Effective Date by and between Lessor, Lessee and the Investors.

"Parts" means components of a PV System.

"Party" and "Parties" are defined in the preamble to this Agreement.

"Permit" means any permit, franchise, lease, order, license, notice, certification, approval, exemption, qualification, right or authorization from or registration, notice or filing with any Governmental Authority.

"Permitted Indebtedness" means, in respect of any Person, the following Indebtedness:

(a) to the extent constituting Indebtedness, obligations arising under the Transaction Documents;

(b) all Indebtedness (i) of such Person arising in the ordinary course of the business of such Person, (ii) under or reimbursement obligations in respect of performance, surety, appeal or indemnity bonds or with respect to workers' compensation claims, insurance or statutory obligations, (iii) in the case of Lessor, incurred for working capital purposes; provided that, the sum of (i), (ii) and (iii) shall at no time exceed $100,000 in the aggregate;

(c) any Indebtedness incurred pursuant to any Guaranties in respect of any of the foregoing.

"Permitted Liens" means (i) Liens of materialmen, mechanics, workers, repairmen or employees, excluding Lessor, SunEdison and their respective Affiliates (unless and to the extent, in the case of an Affiliate of such parties acting as a Servicer or as a subcontractor of a Servicer, in each case, for unpaid amounts under the Master Servicing Agreement or applicable subcontract) and their respective employees, arising in the ordinary course of business, (ii) Liens imposed by any Governmental Authority for Taxes not yet due or for Taxes which are being contested in good faith and by appropriate proceedings and in respect of which appropriate reserves have been established in accordance with GAAP, but only if enforcement of such Lien has been stayed, (iii) Liens arising out of judgments or awards so long as an appeal or proceeding for review is being prosecuted in good faith (and execution thereof is stayed pending appeal) and for the payment of which appropriate reserves have been established in accordance with GAAP, bonds or other security have been provided or are fully covered by insurance, (iv) Liens over replacement property temporarily installed on an emergency basis, (v) the Liens granted to Lessor in the Lease Collateral under the Security Documents, (vi) all applicable zoning ordinances and land use restrictions, provided that such restrictions do not materially interfere with the operation of any portion of the business currently conducted on such real property, (vii) with respect to the real estate underlying the Project, all encumbrances, imperfections in title, easements, covenants, restrictions and other title matters (whether or not the same are recorded) to which the underlying interests in such real property are subject, subject to the terms and provisions of the Master Lease Agreement and the Participation Agreement, provided, that in the case of clause (vii) hereof, such Liens shall be considered "Permitted Liens" only to the extent they do not materially interfere with the operation of any PV System as contemplated by this Agreement, the applicable Customer Agreement, Lessee's interest in the applicable PV System or Lessee's right to access the PV System, and (viii) any purchase option, call, buyout or other similar right arising under any Customer Agreement.

"Person" means any individual, partnership, limited liability company, joint venture, corporation, trust, unincorporated organization, or governmental entity or any department or agency thereof.

"Photovoltaic Panels" means the components of the Project that convert sunlight into DC electricity containing a photovoltaic module.

"Placed in Service" means that, with respect to a PV System, such PV System has been placed in a condition or state of readiness and availability for its specifically assigned function and specifically that all of the following events have occurred with respect to the PV System: (a) the PV System has been installed, tested and shown capable of operating in a reliable and continuous manner for its intended purpose of producing electricity for twenty-four (24) continuous hours; (b) all Project Documents and Permits needed to operate the PV System (including authority from the local utility to commence parallel operation) and to put the PV System to its intended use of generating electricity for sale to a Host Customer have been obtained, (c) initial synchronization of such PV System to the host facility or facilities or the local utility grid has occurred and (d) title to and control of such PV System has been turned over by NVT Licenses, LLC, NVT, LLC, Team-Solar, Inc. or SunEdison Puerto Rico Contracting, LLC, as applicable, to Lessor under the applicable EPC Agreement.

"Placed in Service Date" in respect of a PV System means the date the PV System is Placed in Service.

"Post-Default Rate" is defined in Section 10.14.

"Production Guaranty" means a Guaranty, dated as of the date hereof, by Initial Servicer and Lessor in connection with the production of the Accepted Projects for the benefit of Lessee.

"Project" means a PV System, associated access rights, rights under the related Project Documents and all other related rights to the extent applicable thereto including all Parts and rights to access Host Customer data; provided that Lessor shall retain all rights to the manufacturers warranties, EPC Agreement and the Government Incentives allocated to it pursuant to Section 4.4 (which shall include, without limitation, all renewable energy credits generated by the Accepted Projects).

"Project Documents" means, in respect of a Project, the EPC Agreement, the Customer Agreement, the Site Access Agreement and any Lease Interconnection Agreement.

"Project Maintenance Reserve Balance" means, in respect of an Accepted Project, the Project Maintenance Reserve Balances set forth in respect of each Rent Payment Date in a schedule to the Lease Supplement for that Accepted Project.

"Prudent Industry Practices" means the practices, methods, and acts approved by a significant portion of the distributed-generation photovoltaic energy industry in the United States of America that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that reasonably should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner materially consistent with

Applicable Laws, applicable Permits and applicable industry codes and standards and taking into account the costs of such practices, methods and acts. Prudent Industry Practices are not limited to the optimum practices, methods or acts to the exclusion of all others, but rather include a spectrum of possible practices, methods or acts commonly employed in the distributed-generation photovoltaic energy industry during the relevant period in light of the circumstances.

"PTO Permit" has the meaning given to it in the Participation Agreement.

"Purchase and Sale Agreement" has the meaning given to it in the Participation Agreement.

"PV System" means a photovoltaic system containing Photovoltaic Panels and including racks, wiring and other electrical devices, conduit, weatherproof housings, hardware, one or more Inverters, remote monitoring systems, connectors, meters, disconnects and over current devices.

"Qualified Appraiser" means Alvarez & Marsal Valuation Services, LLC or a nationally recognized third-party appraiser that has been engaged in the appraisal or business valuation and consulting business for no fewer than five years that is reasonably acceptable to Lessee and that, if required, is licensed in the relevant state.

"Qualifying Facility" has the meaning given to it in the Participation Agreement.

"Ramp-Up Completion Date" means the earlier of the date (i) the Investors have each made capital contributions in an amount equal to their respective Maximum Contribution Amount and the (ii) Completion Deadline.

"Rent" means the Rent Prepayments, Base Rent, Variable Rent, Incremental Rent and Additional Rent.

"Rent Payment" means a required payment of Rent.

"Rent Payment Date" means each March 15, June 15, September 15 and December 15 occurring during the Lease Term.

"Rent Payment Period" means each quarterly period beginning on a Rent Payment Date and ending on the day before the next following Rent Payment Date.

"Rent Prepayment" has the meaning given to it in the Participation Agreement.

"Rent Schedule" means a schedule attached to each Lease Supplement showing for each Accepted Project the Rent, the Target Lessee Distributions, the Allocated Rent, the Incremental Rent Cap, the Section 467 Loan, the Lessor Section 467 Interest and the Lessee Section 467 Interest.

"Replacement Servicer" means a Servicer that has entered into a Replacement Master Servicing Agreement who meets the requirements of a Qualified Asset Manager,

Qualified Operator or both (as applicable and set forth in Section 5.2 and on Exhibit E of the Master Servicing Agreement).

"Replacement Master Servicing Agreement" means a replacement master servicing agreement that has a scope of services equivalent to the scope of services set forth in the Initial Master Servicing Agreement and is otherwise substantially in the form of the Initial Master Servicing Agreement.

"Representatives" of a Party means such Party's authorized representatives, including its professional and financial advisors.

"Required Improvements" is defined in Section 5.2(a).

"Restoration Period" is defined in Section 6.1(b).

"Restoration Work" is defined in Section 6.1(b).

"Riverstone Letter Agreement" means that certain letter agreement to be entered into by R/C US Solar Investment Partnership, L.P., R/C Solar Blocker II (TE1), L.P. and TerraForm in the form set forth in Exhibit C.

"Section 467 Loan" is the loan referred to in Section 3.7.

"Security Agreement" means that certain Security Agreement, dated as of the date hereof, by and between Lessor and Lessee.

"Security Documents" means the Security Agreement and the Depositary Agreement.

"Servicer" means (a) with respect to the Initial Master Servicing Agreement, an Initial Servicer and (b) with respect to any Replacement Master Servicing Agreement, the related Replacement Servicer.

"Site Access Agreement" means, with respect to any Accepted Project, a lease, license or other agreement which provides access to the applicable PV System, as assigned to Lessee for the term of the lease of such Accepted Project.

"Special Proceeds Account" has the meaning given to it in the Depositary Agreement.

"Subsidiary" means, for any Person at any date, any corporation, limited liability company, partnership, association or other entity (a) the accounts of which would be consolidated with those of that Person in consolidated financial statements prepared in accordance with GAAP as of that date, (b) of which securities or other ownership interests representing more than fifty percent (50%) of the equity or more than fifty percent (50%) of the ordinary voting power or, in the case of a partnership, more than fifty percent (50%) of the general partnership interests are, as of that date, owned, controlled or held by that Person or (c)

that is, as of that date, otherwise controlled by that Person or one or more Subsidiaries of that Person or by that Person and one or more of its Subsidiaries.

"Substantiated Cost Amount" means, in respect of an Accepted Project, the total cost of goods, services and allocable overhead with respect to the Tax Credit Eligible Portion of such Accepted Project, which amount, for the avoidance of doubt, shall not include any markups, fees, margins and similar profits earned, realized, charged or received by the consolidated group, for GAAP purposes, which includes Lessor and its Affiliates (the "Consolidated Group") as confirmed in the applicable Cost Segregation Report with respect to such Accepted Project delivered to Lessee pursuant to the Participation Agreement (it being understood, however, that any "Development Overhead" (to the extent paid to any member of the Consolidated Group and not attributable to wages or salaries) or "Developer Profit" described in such Cost Segregation Report shall be considered a markup, fee, margin or similar profit earned by the Consolidated Group for these purposes); provided, however, that such Substantiated Cost Amount shall be further reduced by any amount included with respect to the Tax Credit Eligible Portion of such Accepted Project for which Lessor does not provide to the Independent Accounting Firm Substantiating Documentation that demonstrates, in the determination of such Independent Accounting Firm, that such amount is exclusive of any such markup, fee, margin or similar profit.

"Substantiating Documentation" means written documentation, for any cost with respect to the Tax Credit Eligible Portion of an applicable Accepted Project, that is either (i) from a Person other than a member of the Consolidated Group or (ii) with respect to wages or salaries paid or incurred by Lessor or any of its Affiliates, to the extent such wages or salaries are allocable to such Accepted Project.

"SunEdison" means SunEdison, Inc., a Delaware corporation.

"Target Lessee Distributions" means the sum of the scheduled quarterly distributions targeted to be paid by Lessee to the Lessee Owners for each Accepted Project which has been Placed in Service in the amounts and on the Rent Payment Dates shown in the Rent Schedule attached to the Lease Supplement for such Project (other than an Early Termination Project). The Target Lessee Distributions for each such Accepted Project shall be fixed under the Rent Schedule as those distributions projected to allow a pre-tax return to the Lessee Owners equal to three percent (3%) and an after tax return to Lessee Owners equal to twelve percent (12%) by the end of the Lease Term on a portfolio basis, as shown under the Base Case Model (where calculated in accordance with the assumptions described in the definition of "Base Case Model").

"Tax" (and, with correlative meaning, "Taxes" and "Taxable") means:

(a) any present or future taxes, customs, duties, charges, fees, levies, penalties or other assessments imposed by any federal, state, local or foreign taxing authority, including income, gross receipts, windfall profit, severance, property, production, sales, use, license, excise, franchise, net worth, employment, occupation, payroll, withholding, social security, alternative or add-on minimum, ad valorem, transfer, stamp, or environmental tax, or

any other tax, custom, duty, fee, levy or other like assessment or charge of any kind whatsoever, together with any interest, penalty, addition to tax, or additional amount attributable thereto; and

(b) any liability under Applicable Law for the payment of amounts with respect to any payment of a type described in clause (a), including as a result of being a member of an affiliated, consolidated, combined or unitary group or as a result of succeeding to such liability as a result of merger, conversion or asset transfer.

"Tax Claim" is defined in Section 7.4(c)(i).

"Tax Credit" means an "energy credit" under Section 48 of the Code or any successor provision.

"Tax Credit Eligible Leased Project" means a Project that satisfies all the following:

(a) to the extent provided in the relevant Cost Segregation Report (including any conclusion regarding the extent to which a Project is comprised of "5-year property" or any similar conclusion), the assets of the related PV System constitute "energy property" within the meaning of Section 48(a)(3)(A)(i) of the Code,

(b) all the assets of such Project described in clause (a) constitute "section 38 property" (within the meaning of Treasury Regulations Section 1.48-1) in the hands of the applicable Lessor Owner for purposes of Treasury Regulations Section 1.48-4(a)(1)(i),

(c) all the assets of such Project described in clause (a) constitute "new section 38 property" (within the meaning of Treasury Regulations Section 1.48-2) in the hands of the applicable Lessor Owner for purposes of Treasury Regulations Section 1.48-4(a)(1)(ii),

(d) all the assets of such Project described in clause (a) would constitute "new section 38 property" (within the meaning of Treasury Regulations Section 1.48-2) to each Lessee Owner if Lessee had actually purchased, rather than leased, the Project at the time it leased the Project, and

(e) any Tax Credit with respect to the related PV System is not, or would not be, subject to any limitations or restrictions under (i) Section 50(b) of the Code, (ii) Section 50(d) of the Code, or (iii) any Treasury Regulations promulgated under, or any IRS guidance issued with respect to, any of the foregoing, in each case other than any such limitations or restrictions applicable solely as a result of facts or circumstances of which Lessee and its Affiliates are aware and which are either (A) entirely within the control of Lessee and its Affiliates or (B) reflected in the Transaction Documents or the Project Documents in respect of the applicable Project.

"Tax Credit Eligible Portion" means, with respect to an Accepted Project, those assets comprising such Accepted Project which constitute "energy property" within the meaning of Section 48(a)(3)(A)(i) of the Code, as concluded in the relevant Cost Segregation Report (it being understood that a conclusion that an asset constitutes "5-year property" or any similar conclusion shall be considered a conclusion that the asset constitutes "energy property" within the meaning of Section 48(a)(3)(A)(i) of the Code).

"Tax Loss" is defined in Section 7.4(a).

"Tax Return" means any and all returns, reports, information returns, declarations, statements, certificates, bills, schedules, documents, claims for refund, or other written information of or with respect to any Tax which is supplied to or required to be supplied to any Governmental Authority, including any and all attachments, amendments and supplements thereto.

"TerraForm" means TerraForm Power, LLC, a Delaware limited liability company.

"Tax Savings" is defined in Section 7.4(e).

"Third Party Claim" means any claim, action or proceeding asserted, made or brought by any Person who is not a Party or an Affiliate of a Party, whether based on contract, tort or any other theory and regardless of whether the indemnitee is a party thereto.

"Third Party Environmental Claim" means any Third Party Claim in respect of Environmental Laws which does not arise out of the fault of the Lessor or its Affiliates.

"Transaction Documents" means this Agreement, the Participation Agreement, each Lease Supplement, each Purchase and Sale Agreement, the Security Documents, the Indemnity Agreement, the Production Guaranty, the EPC Completion and Production Guaranty, the Master Servicing Agreement, the MSA Performance Guaranty, each Assignment and Assumption Agreement and each Lessor Note.

"Transfer Taxes" is defined in Section 4.5(d).

"Treasury Regulations" means the regulations promulgated under the Code.

"Uniform Commercial Code" means the Uniform Commercial Code as in effect in the in the applicable jurisdiction from time to time.

"Variable Rate Contract Price Differential" means the positive difference between (i) the rate actually paid for electricity under a Variable Rate Contract and (ii) the Floor Rate for such Variable Rate Contract as included in the Base Case Model.

"Variable Rate Contracts" means each Customer Agreement which provides for a Host Customer to pay a variable rate thereunder (including a virtual net metering agreement with a floating rate or time of use priced contract), as specified as a "Variable Rate Contract" under any Lease Supplement.

"Variable Rent" means the variable quarterly rent payable on each Rent Payment Date in respect of each Accepted Project which has been Placed in Service and with respect to which there is a Variable Rate Contract, determined as the positive difference in revenues received between actual and underwritten pricing during the Rent Payment Period and based on the actual level of production. Variable Rent shall be determined for an Accepted Project on a Rent Payment Date as the aggregate of each of the (i) applicable Variable Rate Contract Price

Differentials for each different electricity price applicable during the applicable Rent Payment Period multiplied by (ii) the actual electrical generation (kWh) sold at the applicable electricity price.

1.2 Certain Interpretive Matters. Unless the context otherwise requires, (a) the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa; (b) the term "includes" or "including" shall mean "including without limitation"; (c) the terms "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including all of the schedules and exhibits hereto) and not to any particular provision of this Agreement; (d) references to a section, article, exhibit or schedule shall mean a section, article, exhibit or schedule to this Agreement; (e) references to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made; (f) references to a Person shall include the successors and permitted assigns of such Person; and (g) references to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, supplemented or otherwise modified from time to time.

ARTICLE II.
LEASE

2.1 Term. The term of this Agreement shall commence on the Closing Date and end on the Expiry Date, unless terminated earlier under the terms of this Agreement (the "Lease Term"); provided that this Agreement may terminate on the Completion Deadline (as defined in the Participation Agreement) if there are no Lease Supplements governed by the terms of this Agreement.

2.2 Lease of Accepted Projects. Lessee agrees to lease from Lessor the Accepted Projects set forth in each Lease Supplement to which it is a party and Lessor agrees to lease such Accepted Projects to Lessee, in each case, for the Lease Term and subject to and with the benefit of the terms, covenants, conditions and provisions of this Agreement. Each Accepted Project shall become subject to this Agreement at the time provided in the applicable Lease Supplement.

2.3 Delivery; Title. Lessor shall deliver possession of an Accepted Project to Lessee in accordance with the applicable Lease Supplement and Lessee shall hold a leasehold interest in the Accepted Projects free of all title defects and encumbrances other than Permitted Liens.

2.4 Expiry of Lease Term. Upon the expiry of the Lease Term,

(a) Lessee shall return each Accepted Project to Lessor free and clear of all Liens (other than Permitted Liens) and in good repair, operating condition, appearance and working order, ordinary wear and tear excepted;

(b) Lessee does hereby agree to assign all rights under the Master Servicing Agreement and Project Documents and all other associated rights to Lessor, and Lessor accepts such assignment, and Lessee agrees to take all actions reasonably requested by Lessor to effectively carry out such assignment; and

(c) Lessee shall request the Asset Manager to deliver to Lessor all of the records of the Asset Manager relating to (x) any Accepted Project, including the operation and maintenance, repair and replacement of the related PV System or (y) any Project Documents, including payments and collections.

ARTICLE III.
RENT

3.1 Rent Prepayments. Lessee agrees to make each Rent Prepayment at the times and in the amounts provided under each Lease Supplement and as set forth in the Participation Agreement.

3.2 Base Rent. Lessee agrees to pay for the Accepted Projects (other than any Early Termination Projects) which have been Placed in Service during the Lease Term, the Base Rent on each Rent Payment Date provided, however, that, for the avoidance of doubt, any revenue recognized during the Lease Term (including if received after the end of the applicable Lease Term) shall be for account of Lessee. Base Rent is intended to constitute "fixed rent" (as such term is defined in Treasury Regulations Section 1.467-1(h)(3)).

3.3 Variable Rent. The Lessee agrees to pay for the Accepted Projects during the Lease Term the Variable Rent on each Rent Payment Date.

3.4 Incremental Rent. The Lessee agrees to pay for the Accepted Projects during the Lease Term the Incremental Rent on each Rent Payment Date.

3.5 Additional Rent. The lease of each Accepted Project is what is commonly called a "net lease." During the Lease Term, all of such charges, costs and expenses for which Lessee is responsible hereunder shall constitute additional rent ("Additional Rent"), even though not necessarily payable to Lessor, and upon the failure of Lessee to pay when due any of such costs, charges or expenses, Lessor shall have the same rights and remedies as otherwise provided in this Agreement for the failure of Lessee to make any Rent Payment. Any Rent Payment (including Additional Rent and all other sums payable hereunder by Lessee) shall be paid (except as otherwise expressly provided for herein) when due without notice or demand.

3.6 Allocation of Rent; Section 467 Rent. The Rent for the use of an Accepted Project for each Rent Payment Period is allocated to the applicable period in the manner shown in a separate column entitled "Allocated Rent" on the Rent Schedule for such Accepted Project, in accordance with Treasury Regulation Section 1.467-1(c)(2)(ii)(A)(2) (the "Allocated Rent"). Notwithstanding that Rent is payable during the Lease Term in accordance with Section 3.1, Section 3.2, Section 3.3, Section 3.4 and Section 3.5 and without limiting Lessee's payment obligations, the Allocated Rent shown on the Rent Schedule for each Rent Payment Period is the amount for which Lessee becomes liable on account of the use of the Accepted Project for such Rent Payment Period. The Allocated Rent for each Rent Payment Period shall be deemed to accrue ratably over each such Rent Payment Period. Lessor and Lessee will report income and expense, respectively, on any federal income tax returns filed by them (or on any income tax returns on which their income or expense, as applicable, is included) consistently with the Allocated Rent that is shown as accruing in the Rent Schedule for such

Accepted Project. Lessor and Lessee agree and acknowledge that Variable Rent, Incremental Rent and Additional Rent each are intended to constitute "contingent rent" (as such term is defined in Treasury Regulations Section 1.467-1(h)(2)) which shall be taken into account by Lessor and Lessee for U.S. federal income tax purposes in the taxable years in which they accrue. For purposes of the provisions of this Section 3.6 and of Section 3.7 relating to the income and expense of Lessor or Lessee under Section 467 of the Code, and the reporting of such income and expense, references to "Lessor" refer to the lowest-tier owner of Lessor that is not disregarded for federal income tax purposes.

3.7 Section 467 Loan. Because there will be a difference between (i) the cumulative amounts paid by Lessee in the Rent column in the Rent Schedule for any Accepted Project as of a Rent Payment Date and (ii) the cumulative amounts accrued by Lessee in a separate Allocated Rent column in the Rent Schedule for such Accepted Project as of such Rent Payment Date, solely for the purpose of determining Lessor's and Lessee's income tax consequences under Section 467 of the Code and for no other purpose, there will be considered to exist a loan for purposes of Section 467 of the Code (a "Section 467 Loan") in the initial amount equal to the portion of the Rent Prepayment for such Accepted Project treated as "prepaid rent" pursuant to Treasury Regulation Section 1.467-1(c)(3)(ii). The amount of each loan will be shown on the Rent Schedule under the caption "Section 467 Loan". If the amount of a Section 467 Loan shown is positive, then for federal income tax purposes the amount (the "Lessor Section 467 Loan Balance") represents a loan to Lessor; if the amount of the Section 467 Loan is negative, then for federal income tax purposes the amount (the "Lessee Section 467 Loan Balance") represents a loan to Lessee. Interest accrues on each Section 467 Loan at a rate equal to the discount rate used to compute the Allocated Rent. If there is a Lessor Section 467 Loan Balance, then Lessor will deduct interest expense and Lessee will accrue interest income, in each case, in the amount shown in the column labeled "Lessor Section 467 Interest" for the Rent Payment Period on the Rent Schedule (the "Lessor Section 467 Interest"). If there is a Lessee Section 467 Loan Balance, then Lessor will accrue interest income and Lessee will deduct interest expense, in each case, in the amount shown for the Rent Payment Period in the same column (the "Lessee Section 467 Interest"). The principal balance of a Section 467 Loan at any time is determined in accordance with Treasury Regulation Section 1.467-4(b)(1). The principal balance of the Section 467 Loan and Lessee Section 467 Interest or Lessor Section 467 Interest for each payment date is set forth on the Rent Schedule for each Accepted Project. Lessor and Lessee (and their respective Affiliates) will report income and expense, respectively, on any federal income tax returns filed by them (or on any income tax returns on which their income or expense, as applicable, is included) consistently with such amounts shown in the Rent Schedule for such Accepted Project.

3.8 Payments in General. All payments of Rent will be made in United States dollars by wire transfer of immediately available funds prior to 5:00 P.M. New York City time, on the relevant Rent Payment Date, in accordance with the Participation Agreement (in respect of Rent Prepayments) or the Depositary Agreement (in respect of all other Rent). Notwithstanding anything to the contrary contained herein, if any Rent Payment Date is not a Business Day, then the Rent due on that day will be made on the next Business Day.

3.9 No Setoff or Abatement. The Parties expressly acknowledge and agree that Lessee is entitled to reduce its obligation to pay the Rent by the amount, if any, owed to

Lessee by Lessor or its Affiliates (each an "Obligor") under the Indemnity and pursuant to Sections 7.1(c) and (d) and Section 7.4 herein and, upon such reduction of any Rent payment, Lessee covenants for the express benefit of the applicable Obligor that its payment obligation shall be discharged to the extent of such reduction; provided, that, with respect to any dispute relating to Tax Credits being contested pursuant to Section 7.4(c), Lessee may set-off against its obligation to pay Rent by the amount being disputed unless Lessor or an Affiliate sets aside funds sufficient to pay the disputed amount in a segregated account or provides a letter of credit or other form of acceptable credit support for such amount; provided, further, that the identity and credit quality of such Affiliate or credit support provider, the specific terms and conditions of such segregated account or credit support and Lessee's control or withdrawal rights with respect to such segregated account or credit support shall be determined in the reasonable discretion of Lessee. Except as expressly provided in this Agreement and in Section 2.5(a) of the Participation Agreement, Lessee's obligation to pay the Rent shall be absolute and unconditional and shall not be affected by any circumstance, including (a) any set-off, counterclaim, recoupment, defense or other right which Lessee may have against any Person, for any reason whatsoever (whether in connection with the transactions contemplated hereby or any other transactions), (b) any defect in the title, condition, design, operation, or fitness for use of, or any damage to or loss or destruction of, any Accepted Project, or any interruption or cessation in or prohibition of the use or possession thereof by Lessee (or any Host Customer) for any reason whatsoever, including any such interruption, cessation or prohibition resulting from the act of any Governmental Authority, (c) any insolvency, bankruptcy, reorganization or similar case or proceedings by or against any Host Customer or (d) any other circumstance, happening, or event whatsoever, whether or not unforeseen or similar to any of the foregoing. Lessee hereby waives, to the extent permitted by Applicable Law, any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender this Agreement except in accordance with the express terms hereof. It is the intention of the parties hereto that the obligations of Lessee hereunder shall be separate and independent covenants and agreements, that the Rent, and all other sums payable by Lessee hereunder shall continue to be payable in all events and that the obligations of Lessee hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Agreement. If Lessor commences any proceedings for non-payment of Rent, Lessee will not interpose any counterclaim or cross complaint or similar pleading of any nature or description in such proceedings unless Lessee would lose or waive such claim by the failure to assert it. This shall not, however, be construed as a waiver of Lessee' right to assert such claims in a separate action brought by Lessee. Nothing herein shall preclude Lessee from pursuing or realizing upon its other remedies at law or in equity by reason of any default hereunder by Lessor.

ARTICLE IV.
COVENANTS AND OTHER AGREEMENTS OF THE PARTIES

4.1 Covenants of Both Parties.

(a) Expenses. Except as expressly provided otherwise in this Agreement, any other Transaction Document or any fee letter, including the fee letter between Barclays Capital Holdings Inc. and SunEdison, dated as of October 30, 2014, and the fee letter between Citicorp North America, Inc. and SunEdison, dated as of October 30, 2014, each Party

will bear its own costs and expenses in connection with entering into the Transaction Documents and the transactions contemplated by the Transaction Documents. Notwithstanding the above, Lessor shall bear all reasonable and documented legal fees and out-of-pocket costs of Lessee and the Investors in connection with the enforcement of their rights under any Transaction Document or administration of the transactions contemplated thereby.

(b) Risk of Loss. Except as expressly provided under this Agreement, Lessee's obligation to pay Rent will not be abated by any loss (including theft, disappearance, damage to or destruction) of any PV System from any cause whatsoever, whether or not insured against, during the Lease Term, until this Agreement expires or is earlier terminated and the PV Systems are returned to Lessor. Prior to any Lease Closing Date, Lessor shall bear all risk of loss with respect to such PV System. After any Lease Closing Date, Lessee shall bear all risk of loss with respect to such PV System.

(c) Further Assurances. Lessee and Lessor will each cooperate reasonably with the other and with their respective Representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement and the other Transaction Documents, and they will furnish information (subject to the applicable confidentiality undertakings in Section 4.1(d)), execute and deliver documents and do other acts as the other Party may reasonably request from time to time for the purpose of carrying out the intention of this Agreement and the other Transaction Documents.

(d) Confidentiality.

(i) Confidential Information. The Parties shall, and shall cause their respective stockholders, members, Subsidiaries and Representatives to, hold confidential this Agreement and any information furnished hereunder, the transactions contemplated hereby and by the other Transaction Documents, and all information they may have or obtain concerning Lessor and Lessee and their respective assets, businesses, operations or prospects (the "Confidential Information"), and shall not disclose, or cause to be disclosed, any such Confidential Information to any Person; provided, however, that Confidential Information shall not include information that (A) becomes generally available to the public other than as a result of a disclosure by a Party or any of its Representatives in violation of this Section 4.1(d), (B) was available to a Party or any of its Representatives prior to disclosure hereunder provided that such information was not subject to a separate confidentiality undertaking by the Parties or their Representatives or (C) is independently developed by or for a Party or any of its Representatives without reference to the Confidential Information.

(ii) Disclosure. Confidential Information may be disclosed (A) as required or requested to be disclosed by a Party or any of its Affiliates or their respective stockholders, members, Subsidiaries or Representatives (or Affiliates of the foregoing) as a result of any Applicable Law or any rule or regulation of any stock exchange or other regulatory authority having or purporting to have jurisdiction over such Party or its Affiliate, (B) as required or requested by the IRS, including in connection with a request for any private letter ruling, any determination letter or any audit, (C) upon the request or demand of any Governmental Authority, (D) in response to any order of any court or other Governmental Authority or as may otherwise be required by Applicable Law, (E) if requested or required to do so in connection

with any litigation or similar proceeding or (F) in connection with the exercise of any remedy under any Transaction Document. If a Party or any of its Affiliates becomes compelled to disclose any Confidential Information, such Party shall, to the extent permitted by Applicable Law and practicable under the circumstances, provide the other Parties with prompt notice so that the other Parties may seek a protective order or other appropriate remedy or waive compliance with the non-disclosure provisions of this Section 4.1(d)(ii) with respect to the information required to be disclosed. If such protective order or other remedy is not obtained, or such other Parties waive compliance with the non-disclosure provisions of this Section 4.1(d)(ii) with respect to the information required to be disclosed, the first party shall exercise reasonable efforts, at the expense of the Party whose Confidential Information is being disclosed, to obtain reliable assurance that confidential treatment will be accorded such information, including, in the case of disclosures to the IRS described in clause (B) above, to obtain reliable assurance that, to the maximum extent permitted by Applicable Law and practicable under the circumstances, such information will not be made available for public inspection pursuant to Section 6110 of the Code.

(iii) Disclosure to Representatives. Notwithstanding the foregoing, a Party may disclose Confidential Information received by it to its employees, consultants, legal counsel, lenders, each Servicer and their subcontractors or other agents who have a need to know such information for the purposes of evaluating or implementing transactions related to this Agreement or who otherwise need to know such information under this Agreement; provided that such Party (A) informs each such Person who has access to the Confidential Information of the confidential nature of such Confidential Information, the terms of this Agreement, and that such terms apply to them and (B) promptly notifies the other Party. The Parties shall use commercially reasonable efforts to ensure that each such Person complies with the terms of this Agreement and that any Confidential Information received by such Person is kept confidential.

(iv) Other Permitted Disclosures. Nothing herein shall be construed as prohibiting a party hereunder from using such Confidential Information in connection with (A) any claim against another Party hereunder or under any other Transaction Document, (B) any exercise by a Party hereunder or under any other Transaction Document of any of its rights hereunder or thereunder or the performance by a Party of its obligations hereunder or thereunder, (C) a disposition by any Affiliate of Lessor of all or a portion of such Person's equity interest in Lessor or (D) a disposition by any Affiliate of Lessee of all or a portion of such Person's equity interests in Lessee, provided that in the case of items (C) and (D), the potential purchaser has entered into a confidentiality agreement with respect to Confidential Information on customary terms used in confidentiality agreements in connection with corporate acquisitions before any such information may be disclosed. Notwithstanding anything in this Agreement to the contrary, each Party (and each employee, representative or other agent of such Party) may disclose to any and all Persons, without limitation of any kind, the U.S. tax treatment and U.S. tax structure of the transactions contemplated by the Transaction Documents, and all materials of any kind (including opinions or other tax analyses) that are provided to such Party relating to such U.S. tax treatment and U.S. tax structure, other than any information for which non-disclosure is reasonably necessary in order to comply with applicable securities law.

(v) Publicity. Notwithstanding the provisions of this Section 4.1(d), the Parties shall consult with each other in connection with making public announcements and shall agree in writing upon the form of press release to be issued prior to such issuance by the parties regarding the transactions contemplated by the Transaction Documents; provided that Lessor shall not make any substantive changes to such press release without the prior approval in writing by Lessee.

(vi) Qualifying Facility Status. Lessor, and Lessee shall take all actions, or cause all actions to be taken, that are reasonably necessary to maintain the status of each Accepted Project, as applicable, as a Qualifying Facility including, to the extent required, the filing with FERC of a notice of self-certification of Qualifying Facility Status pursuant to 18 C.F.R. §292.207(a).

(e) Personal Property. Lessee and Lessor intend at all times during the Lease Term that the PV Systems are, and shall treat the PV Systems as, personal property and not a fixture.

4.2 Additional Covenants of Lessee. From the Final Completion Date, with respect to each Accepted Project that has reached the Final Completion Date, Lessee covenants and agrees to perform the obligations set forth in this Section 4.2.

(a) Operation and Maintenance. Lessee shall enforce its rights against each Operator under the Master Servicing Agreement to (i) keep and maintain the Accepted Projects in good repair, good operating condition, appearance and working order (ordinary wear and tear excepted) in compliance with Applicable Law, the Project Documents, the manufacturer's recommendations and Prudent Industry Practices, except where the failure to do so would not result in a Material Adverse Effect on any PV System, (ii) properly service all components of all Accepted Projects following the manufacturer's written operating and servicing procedures, (iii) cause Equipment Replacements in accordance with Section 5.1 and cause the Required Improvements to be made in accordance with Section 5.2 and (iv) make and perform, or cause to be made and performed, all other Operation and Maintenance Services set forth in the Initial Master Servicing Agreement. Lessee shall not, and shall not consent to any written request of a Host Customer to, operate or use any PV System in a manner for which it was not designed. Lessor acknowledges and agrees that this covenant shall be deemed satisfied for so long as the Initial Servicer is engaged to perform the services contemplated by the Master Servicing Agreement and Lessee is exercising its rights, duties and discretions thereunder in good faith and in the absence of any breach by Lessee of its obligations under the Master Servicing Agreement.

(b) Inspection. After reasonable advance notice (except that no advance notice will be required if a Lease Default shall have occurred and is continuing), Lessor or its Representatives may:

(i) request Lessee to instruct the Asset Manager to permit Lessor or its Representatives to inspect any PV System during normal business hours; provided that no such inspection may (1) interfere with the normal operation of such PV System by the an

Operator (or interfere with any Host Customer) or (2) contravene the terms of the Project Documents; and

(ii) request Lessee to instruct each Servicer to permit Lessor or its Representatives, during normal business hours: to (1) inspect and make copies of the records of each Servicer relating to (x) any Accepted Project including the operation and maintenance, repair and replacement of the related PV System or (y) any Project Documents including payments and collections and (2) discuss any Accepted Project with officers of each Servicer; provided that no such inspection may interfere with the business of such Servicer.

All such inspections shall be conducted (and all copies shall be made) at Lessor's expense. Lessor will not have any duty to make any such inspection nor will it incur any liability or obligation by reason of not making any such inspection.

(c) Location. For each Accepted Project, Lessee shall not instruct any Servicer to remove any PV System from the location specified in the related Project Documents without Lessor's prior written consent (provided that a Servicer shall be permitted to so remove any PV System in accordance with the Master Servicing Agreement including in connection with (i) ordinary course replacement as provided under the Master Servicing Agreement or under any Customer Agreement, (ii) removal or replacement permitted pursuant to a Customer Agreement, (iii) Restoration Work paid with insurance proceeds or (iv) other relocation permitted under this Agreement including any redeployment of such PV System in accordance with the Customary Servicing Practices). Lessee will not relocate any PV System in violation of the Project Documents.

(d) Taxes. No PV System leased to Lessee pursuant to this Agreement will be subject to the alternative depreciation system described in Section 168(g) by reason of being "tax-exempt use property," as that term in used in Section 168(g)(1)(B) of the Code, as a result of Lessee being a Disqualified Person. To the extent permitted by Applicable Law, Lessee shall make an election pursuant to Section 6231(a)(1)(B)(ii) of the Code.

(e) Use. Lessee shall use the Accepted Projects only for the purposes of operation of solar photovoltaic facilities to generate and sell electric energy, and for incidental uses thereto, and for no other use or purpose. Lessee shall not use any Hazardous Substances, except to the extent reasonable or appropriate in connection with the lawful use of the Accepted Projects in the ordinary course of Lessee's business, and Lessee shall comply in all material respects with all Environmental Laws in connection with such use.

(f) Transfer or Assignment. Lessee may not sell, encumber or assign its interest in, to and under this Agreement or any Accepted Project (other than in connection with an Early Buyout Event) without the prior written consent of Lessor.

(g) Preservation of Lessee. Lessee will (i) preserve, renew and keep in full force and effect its organizational existence, (ii) continue to manage its business and operate its assets in the ordinary course of business and take all reasonable actions to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so would not reasonably be expected to have a Material

Adverse Effect, (iii) not enter into any transaction or merger or consolidation or amalgamation, or liquidate, wind up or dissolve (or suffer any liquidation or dissolution) and (iv) keep all of its assets free of any Liens and interests created by or through it (other than Permitted Liens).

(h) Amendment to Constituent Documents. Lessee will not amend or otherwise modify its constituent documents in any respect without the prior written consent of Lessor (not to be unreasonably withheld), except to the extent such amendment or modification would not reasonably be expected to have a Material Adverse Effect.

(i) Compliance with Applicable Law. Lessee will comply with all Applicable Laws except where non-compliance would not have a material adverse effect on the Accepted Projects or result in a Material Adverse Effect with respect to Lessor.

(j) Indebtedness. Lessee will not create, incur, assume or suffer to exist any Indebtedness other than Permitted Indebtedness.

(k) Project Documents. Lessee shall (i) prudently exercise and enforce its rights, authorities and discretions under the Master Servicing Agreement and each Project Document to which it is a party including, without limitation, by the collection of all revenues payable to it from the Host Customers and providers of Government Incentives, (ii) maintain the Master Servicing Agreement (subject to Section 5.4) and each Project Document to which it is a party (subject to the Customary Servicing Practices and Section 6.2) in full force and effect in accordance with its terms and (iii) perform and observe all terms and provisions of the Master Servicing Agreement and each Project Document, to be performed or observed by it. Lessee shall not (i) terminate, amend or otherwise modify any provisions of the Master Servicing Agreement or any Project Document to which it is a party (other than in accordance with Section 5.4, in respect of the Master Servicing Agreement, and Section 6.2 and the Customary Servicing Practices, in respect of the Project Documents), (ii) not assign or transfer any of its rights or obligations under the Master Servicing Agreement or any Project Document to which it is a party (other than to Lessor under the Security Documents or at the expiry of the lease in respect of the applicable Accepted Project) or (iii) resolve any material dispute relating to any Project Document, in each case, without the prior written consent of Lessor.

(l) Customary Information. Lessee will promptly furnish or cause to be furnished to Lessor:

(i) upon a Lessee Knowledge Party becoming aware of the existence thereof, a notice stating that a Lease Default has occurred and specifying the nature and period of existence thereof and what action Lessee has taken or is taking or proposes to take with respect thereto;

(ii) upon a Lessee Knowledge Party becoming aware of the existence thereof, a notice of the commencement of any litigation or proceeding (or any written threat or notice of the intention of any Person to file or commence any litigation or proceeding), including any litigation or proceeding under Environmental Laws, but excluding any litigation or proceeding with respect to Taxes (notice for which shall be governed solely and exclusively by Section 7.4(c)), involving Lessee or Accepted Project, to the extent any such litigation or

proceeding (i) relates to any Accepted Project and involves a claim which equals or exceeds $100,000, (ii) would reasonably be expected to have a Material Adverse Effect if determined adversely to Lessee or Accepted Project, (iii) seeks injunctive or similar relief or (iv) relates to the transactions contemplated by the Transaction Document;

(iii) copies of all notices and other material correspondence provided by Lessee or any counterparty in connection with any Customer Agreement;

(iv) upon a Lessee Knowledge Party becoming aware of the existence thereof, notice of the occurrence of any Event of Loss in respect of a PV System;

(v) notice of any (i) termination or amendment, modification or waiver of the Master Servicing Agreement or any Project Document or (ii) any material breach or default under the Master Servicing Agreement or any Project Document;

(vi) from time to time, such other information regarding an Accepted Project, any PV System, the Master Servicing Agreement or the Project Documents reasonably available to Lessee or any Servicer as Lessor may reasonably request;

(m) Collection Account. Lessee shall cause, and shall instruct the Asset Manager to cause, all revenues received by Lessee, including all payments under Customer Agreements and in respect of Government Incentives, to be paid into the Lessee Earnings Account or Lessee Collection Account in accordance with the terms of the Depositary Agreement; and

(n) Further Assurances. Lessee shall, promptly upon request by Lessor, do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, pledge agreements, security agreements, financing statements and continuations thereof, termination statements, notices of assignment, transfers, certificates, assurances and other instruments as Lessor, may reasonably require from time to time in order to (i) carry out more effectively the purposes of the Transaction Documents, (ii) to the fullest extent permitted by Applicable Law, subject any Lessee's properties, assets, rights or interests to the Liens now or hereafter intended to be covered by any of the Security Documents and (iii) perfect and maintain the validity, effectiveness and priority of any of the Security Documents and any of the Liens intended to be created thereunder.

4.3 Additional Covenants of Lessor.

(a) Completion of Accepted Projects. Lessor will procure (x) completed systems from its third party installers or (y) the materials to install, test, complete and Place In Service all PV Systems, in each case without compensation or reimbursement by Lessee, other than Rent under this Agreement. Installation of each PV System by Lessor (either directly or indirectly through a third party installer) will be consistent with manufacturer and design specifications relating to the relevant PV System, Prudent Industry Practices, all Applicable Laws and the Project Documents. Lessor will pay all amounts owed to its third party installers, dealers, subcontractors and vendors in connection with the performance of the work described in this Section 4.3(a) on a timely basis and will hold Lessee harmless against any claims asserted by such parties. After each PV System is Placed in Service, Lessor will remove

all debris and surplus materials from the site where the PV System is located and leave the site in "broom clean" condition and otherwise in accordance with the related Customer Agreement.

(b) Injury or Damage During Construction. Lessor will be responsible for all injury or damage to individuals or property that may occur as a result of its negligence or that of its Affiliates, contractors or subcontractors in connection with the installation, service, repair and testing of each PV System.

(c) Quiet Enjoyment. Lessor covenants and warrants that Lessee shall peaceably and quietly have, hold, occupy, use and enjoy and shall have the full, exclusive and unrestricted use and enjoyment of, all of the Accepted Projects during the Lease Term, subject only to Section 8.2 and the use restrictions set forth in Section 4.2(e). Lessor, in person or through its agents, shall have the right to inspect the Accepted Projects in accordance with Section 4.2(b).

(d) Condition; Title. Except for the obligations of Lessor regarding completion of Accepted Projects or as specifically provided for elsewhere in this Agreement, each Accepted Project is demised and let in an "as is" condition as of the date such Accepted Project becomes subject to this Agreement. The PV Systems are demised and let to Lessee subject to:

(i) zoning regulations, restrictions, rules, laws and ordinances now in effect or hereafter adopted by any Governmental Authority;

(ii) use of the PV Systems which is consistent with the terms of this Agreement; and

(iii) all Permitted Liens.

(e) No Encumbrances. Lessor covenants (i) that it will, as of the date an Accepted Project becomes subject to this Agreement, have good and marketable title to such Accepted Project, subject to the provisions of Section 4.3(d); (ii) that Lessor has full right and lawful authority to enter into this Agreement in accordance with the terms hereof and to grant the estate demised hereby, and that no other party has any right, lease or option to or in connection with the PV Systems other than Permitted Liens; and (iii) neither Lessor nor any party claiming or acting through Lessor (other than through this Agreement) will, through its own actions or inactions directly or indirectly create, incur, assume or suffer to exist any Lien other than Permitted Liens attributable to it on or with respect to any Projects. Lessor shall, within thirty (30) calendar days of the notice of the Lien against any Accepted Project, other than Permitted Liens, at its own expense, discharge or eliminate (or bond in a manner reasonably satisfactory to Lessee) any such Lien.

(f) Preservation of Lessor. Lessor will (i) preserve, renew and keep in full force and effect its organizational existence, (ii) continue to manage its business and operate its assets in the ordinary course of business and take all reasonable actions to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect, (iii) not enter into any transaction of merger or consolidation or amalgamation, or

liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), and (iv) keep all of its assets free of any Liens and adverse interests (other than Permitted Liens and the leasehold interests of Lessee).

(g) Other Business Activities; Separate Identity. Lessor will not engage in any business other than (a) the ownership and leasing of the Projects, (b) the engagement in and execution of the transactions contemplated by the Transaction Documents, (c) entry by Lessor into transactions in respect of Government Incentives and (d) those businesses that are reasonably related thereto or reasonable extensions thereof. Lessor will take all necessary steps to maintain Lessor's status as an entity with an existence separate and apart from that of SunEdison, TerraForm or their Affiliates such that all creditors and other parties doing business with Lessor know that they are doing business with Lessor and not with SunEdison, TerraForm or any other Affiliate thereof.

(h) Line of Business. Lessor will not make any material change in the nature or conduct of the business of Lessor as conducted on the date hereof.

(i) Bankruptcy Remoteness. Lessor will maintain independent directors and, other than to the extent required by Section 3.9, shall comply with the separateness requirements as set forth on Schedule 1.

(j) No Subsidiaries. Lessor will not organize, form or acquire any subsidiaries.

(k) Equipment Warranties. Lessor will prudently exercise and enforce its rights, authorities and discretions under the manufacturer's warranties.

(l) Amendment to Constituent Documents. Lessor will not amend or otherwise modify its constituent documents, including changes to bankruptcy remoteness, without the prior written consent of Lessee (not to be unreasonably withheld), except to the extent such amendment or modification does not relate to any bankruptcy remoteness provisions or would not reasonably be expected to have a Material Adverse Effect.

(m) Compliance with Applicable Law. Lessor will comply with all Applicable Laws and Permits except where non-compliance would not reasonably be expected to have a Material Adverse Effect on the Accepted Projects and will preserve all rights, franchises and licenses in all material respects, as necessary for the conduct of its business.

(n) Indebtedness. Lessor will not create, incur, assume or suffer to exist any Indebtedness other than Permitted Indebtedness.

(o) Customary Information. Lessor will promptly furnish or cause to be furnished to Lessee:

(i) upon a Lessor Knowledge Party becoming aware of the existence thereof, a notice stating that a Lessor Default has occurred and specifying the nature and period of existence thereof and what action Lessor has taken or is taking or proposes to take with respect thereto;

(ii) notice of the commencement of any litigation or proceeding (or any written threat or notice of the intention of any Person to file or commence any litigation or proceeding), including any litigation or proceeding under Environmental Laws, involving Lessor or an Accepted Project, to the extent any such litigation or proceeding (i) relates to any Accepted Project and involves a claim which equals or exceeds $500,000, (ii) would reasonably be expected to have a Material Adverse Effect if determined adversely to Lessor or such Accepted Project, (iii) seeks injunctive or similar relief or (iv) relates to any Transaction Document;

(iii) notice of any events or circumstances that could reasonably be expected to have a Material Adverse Effect on Lessor or any Accepted Project;

(iv) as soon as available and in any event within one hundred twenty (120) days after the end of each fiscal year of Lessor, the audited consolidated balance sheet of Lessor and its consolidated Subsidiaries for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on in conformity with GAAP;

(v) as soon as available and in any event within sixty (60) days after the end of the first three (3) quarters of each fiscal year of Lessor, an unaudited consolidated balance sheet of Lessor and its consolidated Subsidiaries, in each case as at the end of each such fiscal quarter and the related consolidated statements of income and cash flow of Lessor for such quarter and for the period from the beginning of the then current fiscal year to the end of such quarter, setting forth in each case in comparative form the figures for the corresponding quarter in the previous fiscal year;

(vi) promptly upon, and in any event within five (5) days after, receipt by TerraForm (A) the fully executed Riverstone Letter Agreement, and (B) copies of the Blocker TE1 Election and Blocker TE1 Notification (as defined in the Riverstone Letter Agreement); and

(vii) from time to time such other information regarding an Accepted Project, any PV System, the Master Servicing Agreement or the Project Documents reasonably available to Lessor as Lessee may reasonably request.

(p) Inspection. After reasonable advance notice (except that no advance notice will be required if a Lessor Default shall have occurred and is continuing), Lessee or its Representatives may, during normal business hours (i) inspect and make copies of the records of Lessor relating to any Accepted Project or the Transaction Documents and (ii) discuss any Accepted Project with officers of Lessor; provided that no such inspection may interfere with the business of Lessor. All such inspections shall be conducted (and all copies shall be made) at Lessee's expense. Lessee will not have any duty to make any such inspection nor will it incur any liability or obligation by reason of not making any such inspection.

(q) Host Customers. Upon request by a Lessee, Lessor shall use commercially reasonable efforts to co-operate with and assist Lessee in any communications or

interaction with Host Customers and any other counterparties to the Project Documents in connection with the Accepted Projects.

(r) Notification of Personal Property Status of PV System. Promptly after the Lease Closing Date in respect of an Accepted Project Lessor shall (i) issue a notice to the parties identified, under the title searches delivered pursuant to Section 2.3(c)(25) of the Participation Agreement, as the real property owner and any mortgagees in respect of the site of the Accepted Project and for Accepted Projects located in the Commonwealth of Puerto Rico only, Lessor shall, prior to the Final Completion Date for such Accepted Project, use its commercially reasonable efforts to obtain the written acknowledgment of any such mortgagee, and (ii) record a Notice of Non-Fixture Status (UCC Fixture Filing Form) in the local real estate registry for the site of the Accepted Project (or, for Accepted Projects located in the Commonwealth of Puerto Rico, the commercial registry), in each case, describing the applicable PV System installed at such site, the security interests granted therein under the Security Documents and notifying the intention of the parties that such PV System be treated as personal property.

(s) Insurance. Lessor will at all times during the Lease Term, maintain or cause to be maintained insurance as specified in Section 10 of the Master Servicing Agreement.

(t) Expense Payments. Payment of rent amounts associated with "Site Leases", property tax and PILOT payments associated with "Property Taxes" and miscellaneous amounts associated with "Misc. Expenses", in each case, as reflected in the "Unlevered II Tape" tab in the Base Case Model shall be for the account of the Lessor.

(u) Payment on Lessor Note. Lessor shall not unreasonably withold payment of a Lessor Note when due.

4.4 Government Incentives.

(a) Any Government Incentives for ownership, installation, or use of, or which are otherwise earned in connection with, an Accepted Project shall be for the account of Lessee to the extent either (i) such Government Incentives are reflected in the Base Case Model with respect to such Accepted Project as being for the account of Lessee or (ii) such Government Incentives cannot be claimed, passed through to, or otherwise received by Lessor or its Affiliates and may be claimed or received by Lessee or any Lessee Owner under Applicable Law. Any such Government Incentives shall be taken into account in the calculation of the Rent to be paid by Lessee with respect to such Accepted Project only to the extent provided in the Base Case Model with respect to such Accepted Project.

(b) Any Government Incentives for ownership, installation, or use of, or which are otherwise earned in connection with, an Accepted Project shall be for the account of Lessor to the extent both of the following apply: (i) such Government Incentives are not for the account of Lessee pursuant to clause (a) and (ii) they may be claimed or received by Lessor under Applicable Law (including to the extent they may be claimed or received by Lessor pursuant to an election by Lessee or any Lessee Owner, net of any costs, expenses or Taxes

incurred by Lessee or any Lessee Owner with respect thereto). Any such Government Incentives shall not be taken into account in the calculation of Rent to be paid by Lessee.

(c) Any Government Incentives that are for the account of Lessee pursuant to this Section 4.4, but are claimed, received or realized by Lessor or any of its Affiliates, shall be promptly paid by Lessor to Lessee (net of any costs, expenses or Taxes incurred by Lessor or its Affiliates with respect thereto). Any Government Incentives that are for the account of Lessor pursuant to this Section 4.4, but are claimed, received or realized by Lessee or any Lessee Owner, shall be promptly paid by Lessee to Lessor (net of any costs, expenses or Taxes incurred by Lessee or any Lessee Owner with respect thereto).

(d) Lessor and Lessee shall cooperate with each other in obtaining, securing and transferring all such Government Incentives. No Party shall be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by the Party benefiting. Lessor shall be permitted to assign its interests in the Government Incentives it is entitled to retain under this Agreement.

4.5 Certain Tax Matters.

(a) Tax Cooperation. Lessor shall (and shall cause its Affiliates to) provide such information to Lessee and its Affiliates as is reasonably requested to assist in preparing any Tax Returns and claiming any Tax Credits with respect to Projects leased pursuant to this Agreement.

(b) Consistent Treatment. Lessor shall, and shall cause its respective Affiliates to, file all Tax Returns in a manner consistent with each Lessee Owner being eligible to claim Tax Credits with respect to all Projects. Without limiting the foregoing, Lessor shall, and shall cause its respective Affiliates to, timely comply with all recordkeeping and reporting requirements under Treasury Regulations Sections 1.48-4(j) and (g)(4).

(c) Tax Credit Eligibility.

(i) Lessor shall not be a Disqualified Person.

(ii) Each Project leased pursuant to this Agreement shall remain a Tax Credit Eligible Leased Project (taking into account only clauses (a), (b) and (e) of the definition thereof).

(iii) Neither Lessor nor any Lessor Owner shall, nor shall they permit any Affiliate to, (A) claim any Tax Credit with respect to any Project leased pursuant to this Agreement or (B) apply for any grant under Section 1603 of the American Recovery and Reinvestment Tax Act of 2009, as amended, with respect to any asset of any Project leased pursuant to this Agreement.

(iv) Lessee, each Lessee Owner, Lessor and each Lessor Owner shall, and shall cause their respective Affiliates to, file all Tax Returns in a manner consistent with the applicable Lessor Owner being the owner, for U.S. federal income tax purposes as well as for state and local Tax purposes, of each Project leased pursuant to this Agreement and with

this Agreement being treated as a lease of such Projects to Lessee for Tax purposes. None of Lessee, any Lessee Owner, Lessor or any Lessor Owner shall, nor shall they permit any Affiliate to, take any position on any Tax Return or in any Tax proceeding inconsistent with the applicable Lessor Owner being the owner, for U.S. federal income tax purposes, of each Project leased pursuant to this Agreement and with this Agreement being treated as a lease of such Projects to Lessee for U.S. federal income tax purposes. Lessee, each Lessee Owner, Lessor and each Lessor Owner shall, and shall cause their respective Affiliates to, file all U.S. federal income Tax Returns in a manner consistent with the Rent Schedule, Section 3.6 and Section 3.7.

(v) Neither Lessor nor any of its Affiliates shall, nor shall Lessor or any of its Affiliates direct or, to the extent within the control of Lessor (or any of its Affiliates), permit any Person to, take any action which could reasonably be expected to, or does, result in (A) any reduction in the amount of, or any preclusion of the availability of, any Tax Credit otherwise available, or reasonably expected to be available, to any Lessee Owner with respect to any Project leased pursuant to this Agreement, or (B) any recapture of any Tax Credit claimed by any Lessee Owner with respect to any Project leased pursuant to this Agreement, in each case except as otherwise required pursuant to this Agreement, the Master Servicing Agreement or the Participation Agreement or to the extent resulting from the removal of a PV System required pursuant to a Project Document to which Lessee is a party.

(vi) If Lessor or any of its Affiliates becomes aware of (A) a casualty event with respect to an Accepted Project that results in a material loss (including any casualty event which could result in a loss, reduction, unavailability, delay or recapture of Tax Credits), (B) a transfer of an Accepted Project due to foreclosure or a Governmental Authority's exercise of eminent domain, or (C) the cessation of operation of a Accepted Project for more than one (1) month, Lessor shall notify Lessee within five (5) Business Days of such awareness of the applicable event or circumstance.

(d) Transfer Taxes. Notwithstanding anything herein to the contrary, Lessor shall be responsible for the identification, calculation, separate statement, reporting and timely payment of, and shall indemnify and hold harmless Lessee and each Lessee Owner from and against, all sales, use, transfer, real property transfer, recording, stock transfer and other similar Taxes (such Taxes, excluding Taxes measured in whole or in part by net income, capital or net worth or Taxes imposed solely as a result of a present or former connection of Lessee or any Affiliate in the jurisdiction imposing such Taxes, "Transfer Taxes"), if any, arising out of or in connection with the transactions contemplated by this Agreement. Any other provision of this Agreement to the contrary notwithstanding, the Rent shall be inclusive of all Transfer Taxes. Lessor shall prepare and file when due all necessary documentation and Tax Returns with respect to such Transfer Taxes. Upon Lessor's reasonable request and at Lessor's sole expense, Lessee shall provide Lessor with applicable sales and use tax exemption certificates to the extent available under Applicable Law unless Lessee determines, in its sole discretion, that it or any Lessee Owner will be materially and adversely affected by providing any such certificates.

ARTICLE V.
OPERATION AND MAINTENANCE

5.1 Replacement of Parts.

(a) Except as otherwise provided in Section 6.1, Lessee shall engage the Operators under the Master Servicing Agreement to undertake to promptly replace or cause to be replaced all Parts in accordance with the Project Documents and Applicable Law, that may from time to time become worn out, lost, stolen, destroyed, seized, confiscated, damaged beyond repair or permanently rendered unfit for use for any reason whatsoever ("Equipment Replacements"). All replacement Parts will be free and clear of all Liens (except for Permitted Liens and except in the case of replacement property temporarily installed on an emergency basis) and will be in as good operating condition as, and will have a value and utility at least equal to, the Parts replaced assuming such replaced Parts were in the condition and repair required to be maintained by the terms hereof. All Parts at any time removed from a PV System shall remain the property of Lessor, no matter where located, until such time as such Parts are replaced by Parts that have been incorporated or installed in or attached to a PV System and that meet the requirements for replacement Parts specified above. Immediately upon any replacement Part becoming incorporated or installed in or attached to a PV System as above provided, without further act (subject only to Permitted Liens and except in the case of replacement property temporarily installed on an emergency basis), (a) title to such replacement Part will thereupon vest in Lessor, (b) such replacement Part will become subject to this Agreement and be deemed part of a PV System for all purposes hereof to the same extent as the Parts originally incorporated or installed in or attached to the PV System, and (c) title to the replaced Part will continue to be vested in Lessor, and shall no longer be deemed a Part hereunder.

(b) To the extent that manufacturer warranties cover Equipment Replacements, Lessor and Lessee shall provide such full and complete co-operation as the Servicers may reasonably require in connection with the submission, processing and pursuit of warranty coverage and shall deposit, or cause to be deposited, the Net Cash Proceeds of any claim into the Maintenance Reserve Account for further application towards the applicable Equipment Replacement.

5.2 Improvements.

(a) Required Improvements. Lessee shall engage an Operator to undertake promptly to make alterations, modifications, additions or improvements to PV Systems as may be required from time to time to comply with Applicable Law or the terms of the Project Documents ("Required Improvements"); provided, however, that the costs of such Required Improvements shall be borne by Lessor and Lessor may, diligently and in good faith, contest the validity or application of any such Applicable Law or the terms of the Project Documents.

(b) Optional Improvements. Except for the Required Improvements and Equipment Replacements, Lessee shall not, without the prior written consent of Lessor, make any other alterations, modifications, additions or improvements to the PV Systems ("Optional Improvements"). Any such Optional Improvements:

(i) must be completed in a good and workmanlike manner, with new materials and equipment, and in conformity with all Applicable Law and the Project Documents; and

(ii) shall not materially decrease the then-current value, utility, estimated residual value or remaining useful life of a PV System as measured immediately prior to such Optional Improvement.

Before commencement of any Optional Improvements, Lessee shall furnish to Lessor for approval plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and licenses, and instruments of indemnification against any and all claims, costs, expenses, damages and liabilities which may arise in connection with such work, all in such form, substance and amount as may be reasonably satisfactory to Lessor.

(c) Cost of Improvements. Lessor, in the case of Required Improvements, and Lessee, in the case of Optional Improvements shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons, firms and corporations doing any work, furnishing any materials or supplies or renting any equipment such Party or any of its contractors or subcontractors in connection with such Required Improvements or Optional Improvements, and in all events will bond or cause to be bonded, with surety companies reasonably satisfactory to Lessor, or pay or cause to be paid in full forthwith, any mechanic's, materialmen's or other Lien that arises, whether due to the actions of such Party or any person under the control of such Party, against the PV Systems.

(d) No Obligation of Lessor. Except as otherwise provided herein, Lessor shall not be required to furnish any services or facilities or to make any alterations, modifications, additions or improvements to the PV Systems.

(e) Title. Title to all alterations, modifications, additions or improvements to the PV Systems will be vested in Lessor and such alterations, modifications, additions or improvements shall become subject to this Agreement and be deemed part of a PV System for all purposes hereof to the same extent as if originally incorporated in the PV System.

5.3 Proceeds of Claims against Servicers. Lessor and Lessee shall cause (a) the Lost Revenue Proceeds (as defined in the Depositary Agreement) to be deposited into the Lessee Collection Account for further application in accordance with Section 3.1 of the Depositary Agreement and (b) any Warranty Proceeds (as defined in the Depositary Agreement) to be deposited into the Maintenance Reserve Account for further application in accordance with Section 3.5 of the Depositary Agreement.

5.4 Replacement of Servicers. Lessee shall have the right to terminate (i) any Operator as a provider of the Operations and Maintenance Services and Additional Operations and Maintenance Services under the Master Servicing Agreement if an Operator Replacement Trigger Event has occurred and is continuing or (ii) the Asset Manager as the provider of the Asset Management Services and Additional Asset Management Services under the Master Servicing Agreement if an Asset Manager Replacement Trigger Event has occurred and is continuing, in each case to the extent set forth in Section 5.2 and Exhibit E of the Master Servicing Agreement.

ARTICLE VI.
EARLY TERMINATION, ETC.

6.1 Event of Loss with Respect to a PV System.

(a) If any PV System is damaged, destroyed or rendered unfit for normal use by fire, theft or other casualty (other than ordinary use and wear and tear) or is appropriated, confiscated, condemned, expropriated, nationalized, seized or otherwise taken (an "Event of Loss"), Lessor and Lessee shall provide such full and complete co-operation as the Servicers may reasonably require in connection with the submission, processing and pursuit of any property or casualty insurance claim, condemnation proceeding or other claim relating to such Event of Loss and shall deposit, or cause to be deposited, all Net Cash Proceeds in respect of any Event of Loss into the Recovery Event Proceeds Account for further application in accordance with this Section 6.1 and the Depositary Agreement.

(b) Subject to Section 6.1(c), Lessor shall, within one hundred eighty (180) days (or such longer period agreed to by Lessor and Lessee) after the Net Cash Proceeds of any Event of Loss become available (the "Restoration Period"), repair, restore, replace or rebuild such PV System to substantially the same condition as existed immediately prior to the Event of Loss and substantially in accordance with applicable Project Documents and Applicable Law (the "Restoration Work"). Lessor will cause the supplier of any replacement equipment to deliver to Lessor a bill of sale for such equipment free and clear of all Liens (except for Permitted Liens), and title to such replacement equipment will be vested in Lessor and such replacement equipment shall become subject to this Agreement and be deemed part of a PV System for all purposes hereof to the same extent as if originally incorporated in the PV System.

(c) In the event that the Event of Loss is such that the reconstruction of an economically viable PV System is not commercially reasonable, either because (A) the Net Cash Proceeds deposited into the Recovery Event Proceeds Account are not sufficient to repair, restore, replace or rebuild such PV System to substantially the same condition as existed immediately prior to the Event of Loss or (B) the reconstruction cannot be carried out under the Project Documents or Applicable Law (including then current building or zoning laws) (each, an "Event of Total Loss"), then Lessor and Lessee may, acting in their sole and absolute discretion, collectively agree to terminate the Lease Supplement as to the Accepted Project that is the subject of the Event of Total Loss and the provisions set forth in Section 6.4 shall apply.

(d) If (A) the Net Cash Proceeds deposited into the Recovery Event Proceeds Account in respect of any Event of Loss are insufficient to pay the entire cost of the Restoration Work and (B) Lessee and Lessor, acting in their sole and absolute discretion, collectively agree to repair, restore, replace or rebuild such PV System, then the amount of any such deficiency shall be paid as agreed between the parties at such time. If the Net Cash Proceeds received by Lessor shall exceed the entire costs of the Restoration Work, then such excess proceeds in the Recovery Event Proceeds Account shall be applied to the Maintenance Reserve Account as set forth in Section 3.3(e) of the Depositary Agreement.

6.2 Default Under a Customer Agreement.

(a) In the event of (i) a default by a Host Customer and termination of the applicable Customer Agreement by Lessee in accordance with the Customary Servicing Practices or (ii) any other termination of a Customer Agreement by a Host Customer prior to the

scheduled expiration of the Customer Agreement (other than an Early Buyout Event) (an "Early Termination Event"), Lessee may direct the Servicers to take such action as is authorized by the Customary Servicing Practices in respect of the PV System that was subject to such terminated Customer Agreement, including removal, storage, remarketing and redeployment of such PV System.

(b) Any replacement power purchase or virtual net metering agreement and other project documents applicable to a PV System which is redeployed in accordance with the Customary Servicing Practices shall become, as applicable, a Customer Agreement and Project Documents subject to this Agreement (including in respect of any amendment and replacement of such documents in connection with the substitution of premises requested by a Host Customer pursuant to a Customer Agreement).

(c) Lessor and Lessee shall provide such full and complete co-operation as the Asset Manager may reasonably require in connection with the submission, processing and pursuit of any claim for liquidated damages from a Host Customer relating to an Early Termination Event and shall cause the Net Cash Proceeds of any liquidated damages to be deposited into the Special Proceeds Account. Upon receipt of such amounts, this Agreement shall automatically terminate as to the Accepted Project that is the subject of an Early Termination Event and the provisions set forth in Section 6.4 shall apply.

6.3 Customer Purchase Options. In the event that a Host Customer exercises its option (if any) to purchase the PV System on or prior to the expiration of the applicable Customer Agreement (an "Early Buyout Event"), Lessee and Lessor shall deposit, or cause to be deposited, all Net Cash Proceeds in respect of such Early Buyout Event into the Special Proceeds Account. Upon receipt of such amount, this Agreement shall terminate as to the Accepted Project that is the subject of an Early Buyout Event and the provisions set forth in Section 6.4 shall apply.

6.4 General Provisions relating to Early Termination.

(a) If this Agreement is terminated with respect to an Early Termination Project:

(i) Lessee shall return the Early Termination Project and, upon the application of proceeds pursuant to Section 6.4(b), Lessee shall assign all rights under the Master Servicing Agreement and Project Documents and all other associated rights with respect to such Early Termination Project to Lessor, and Lessor shall accept such assignment, in each case, to the extent the Early Termination Project has not been acquired by the relevant Host Customer, any applicable insurer, Governmental Authority or other Person and Lessee agrees to take all actions reasonably requested by Lessor to effectively carry out such assignment;

(ii) as between Lessor and Lessee, Lessor shall be entitled to the PV System, in its then condition and location, as is and where is, without any warranties, express or implied;

(iii) such Early Termination Project shall cease to be included under the applicable Lease Supplement;

(iv) no Rent shall thereafter be payable in respect of such Early Termination Project and the Target Lessee Distributions shall automatically be reduced to exclude quarterly distributions which were targeted to be paid by Lessee to the Lessee Owners in respect of such Early Termination Project, as were shown in the Lease Supplement for such Early Termination Project; and

(v) in respect of all other Accepted Projects, this Agreement shall not be affected thereby and shall continue in full force and effect.

(b) Upon termination of this Agreement with respect to an Early Termination Project, the Early Termination Proceeds deposited into the Special Proceeds Account in connection such Early Termination Project shall promptly be paid (i) first, to Lessee in an amount up to the Lessee Termination Portion and (ii) the remainder, if any, shall be paid to Lessor.

6.5 Cancelled Projects.

(a) Lessor may recall a Cancelled Project and, upon the full refund of any Rent Prepayments made in respect of the Cancelled Project in accordance with the Participation Agreement, this Agreement shall terminate with respect to the applicable Cancelled Project and the provisions set forth in this Section 6.5 shall apply.

(b) If this Agreement is terminated with respect to a Cancelled Project:

(i) Lessee shall return the Cancelled Project and Lessee upon such termination shall assign all rights under the Master Servicing Agreement and Project Documents and all other associated rights with respect to such Cancelled Project to Lessor, and Lessor shall accept such assignment, and Lessee agrees to take all actions reasonably requested by Lessor to effectively carry out such assignment;

(ii) Lessor shall be entitled to the PV System, in its then condition and location, as is and where is, without any warranties, express or implied;

(iii) such Cancelled Project shall cease to be included under the applicable Lease Supplement;

(iv) no Rent shall thereafter be payable in respect of such Cancelled Project; and

(v) in respect of all other Accepted Projects, this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE VII.
INDEMNIFICATION AND LIABILITY

7.1 Indemnification of Lessee Indemnitees. Lessor assumes liability for and shall indemnify, defend and hold harmless Lessee, its members, its Affiliates and each of their directors, officers, employees, agents, successors and assigns (each, a "Lessee Indemnitee"), on

an After-Tax Basis, from and against any and all Indemnifiable Losses asserted against or suffered by any Lessee Indemnitee in any way relating to, resulting from, arising out of or in connection with any Third Party Claims against a Lessee Indemnitee to the extent relating to, resulting from, arising out of or in connection with (a) the inaccuracy of any representation, warranty or certification made by Lessor under any Transaction Document to which it is a party, (b) the failure of Lessor to observe or perform any covenant, agreement or promise made, assumed or guaranteed by Lessor under any Transaction Document to which it is a party, (c) any actual or alleged presence or release of Hazardous Substances on or from any site of any Accepted Project and the Accepted Project is owned by Lessor, (d) the failure of the Environmental Representations and Warranties to be true and correct in all material respects when made, (e) any Transfer Taxes or ad valorem property Taxes or similar other Taxes (including payments in lieu of such Taxes) attributable to the PV Systems or arising as a result of the transactions contemplated by this Agreement (other than ad valorem property Taxes or similar other Taxes arising solely as a result of the situs or organization or place of business of a Lessee Indemnitee) or (f) Lessor's negligence or misconduct with respect to any other matter not described in clauses (a), (b), (c), (d) and (e) of this Section 7.1, provided that Lessor has no obligation to indemnify a Lessee Indemnitee for any Indemnified Loss arising out of the gross negligence, fraud or willful misconduct of any Lessee Indemnitee or the breach by Lessee or an Investor of its covenants and warranties under this Agreement or any other Transaction Document to which it is a party or is otherwise in breach of Applicable Law. The provisions of Section 7.3 shall apply to the indemnity in this Section 7.1. For the avoidance of doubt, the indemnity in this Section 7.1 does not cover (i) any federal income tax-related losses or any loss, reduction, unavailability, delay or recapture of a Tax Credit, which may be pursued, if at all, only under Section 7.4 or (ii) where a Phase I environmental site assessment with respect to an Accepted Project has been made available to Lessee prior to the commencement of the applicable lease, any Indemnifiable Loss with respect to conditions existing at such Accepted Project prior to the commencement of the applicable lease.

7.2 Indemnification of Lessor Indemnitees. Lessee assumes liability for and will indemnify, defend and hold harmless Lessor, its members, directors, officers, employees, agents, Affiliates and successors and assigns (each, a "Lessor Indemnitee"), on an After-Tax Basis, from and against any and all Indemnifiable Losses asserted against or suffered by any Lessor Indemnitee in any way relating to, resulting from, arising out of or in connection with any Third Party Claims against a Lessor Indemnitee to the extent relating to, resulting from, arising out of or in connection with (a) the inaccuracy of any representation, warranty or certification made by Lessee or the Investors under any Transaction Document, (b) the failure of Lessee or the Investors to observe or perform any covenant, agreement or promise made or assumed or guaranteed by Lessee or Investors under any Transaction Document (c) Lessee's or the Investors' negligence or misconduct with respect to any other matter not described in clauses (a) and (b) of this Section 7.2; provided that Lessee has no obligation to indemnify Lessor Indemnitee for any Indemnified Loss arising out of the gross negligence, fraud or willful misconduct of any Lessor Indemnitee or the breach by Lessor of its covenants and warranties under this Agreement or any other Transaction Document to which it is a party or is otherwise in breach of Applicable Law. The provisions of Section 7.3 shall apply to the indemnity in this Section 7.2. The indemnity in this Section 7.2 does not cover any federal income tax-related losses, which may be pursued, if at all, only under Section 7.4.

7.3 Third Party Claims Procedures.

(a) Each Indemnitee shall, promptly after a Knowledge Party of such Indemnitee shall have actual knowledge of any Third Party Claim, notify the Indemnitor in writing of any such Third Party Claim as to which indemnification is or may be sought under the Applicable Indemnification Provision (each, a "Claims Notice"); provided that (i) the failure to so notify the Indemnitor shall not reduce or affect the Indemnitor's liability (if any) to such Indemnitee under the Applicable Indemnification Provision except to the extent such failure materially prejudices any of the Indemnitor's rights or defenses in respect of such Third Party Claim; (ii) one Indemnitee may deliver a Claims Notice on behalf of multiple Indemnitees and (iii) in the event that indemnification is sought under the Applicable Indemnification Provision at such time, such Claims Notice shall be accompanied by a Claims Certificate in accordance with Section 7.3(b).

(b) Any amount payable to any Indemnitee pursuant to the Applicable Indemnification Provision, unless disputed in accordance with this Agreement, shall be paid promptly upon, but in no case more than thirty (30) days after, receipt of written demand therefor from such Indemnitee in the form of a Claims Notice, accompanied by a certificate of such Indemnitee stating in reasonable detail the basis for the indemnification thereby sought and a computation of the amount set forth in such written demand (each such written demand and certificate, a "Claims Certificate") and (if such Indemnitee is not a Party) an agreement to be bound by the terms hereof as if such Indemnitee were a Party. More than one Claims Certificate may be delivered with respect to any Third Party Claim and such Claims Certificates may be delivered at any time and from time to time (and amounts payable under such Claims Certificates shall be paid without duplication). A Claims Certificate may include demands for indemnification from multiple Indemnitees (and amounts payable to multiple Indemnitees shall be paid without duplication). The delivery of a Claims Certificate shall not constitute an obligation to disclose confidential information of any kind without the execution of an appropriate confidentiality agreement to the extent that such confidential information is not Confidential Information of a Party subject to Section 4.1(d).

(c) Promptly after the Indemnitor receives a Claims Notice (or a Knowledge Party of the Indemnitor otherwise becomes aware that the Indemnitor has received written notice of a Third Party Claim asserted against any Indemnitee), the Indemnitor shall notify the applicable Indemnitee in writing whether it intends to pay, object to, compromise or defend any matter involving the asserted liability of such Indemnitee. The Indemnitor shall have the right to investigate, and so long as no Indemnitor Event of Default (other than an Indemnitor Event of Default predicated solely upon the facts, events or circumstances serving as the basis of the related Third Party Claim if the Indemnitor disputes the same) shall have occurred and be continuing, the Indemnitor shall have the right, at its own cost, in its sole discretion to defend or compromise any Third Party Claim for which indemnification is sought under the Applicable Indemnification Provision in accordance with this Section 7.3; provided that the Indemnitor acknowledges in writing that it is obligated to pay the indemnification sought if such defense is unsuccessful (including with respect to a final judgment for the plaintiff) or if such compromise results in an Indemnifiable Loss for any Indemnitee (but without any admission of liability by the Indemnitor as to liability for the underlying claim); provided, further, that the Indemnitor may, if nationally recognized counsel in a written opinion determines that, on the basis of newly

discovered facts, a court of competent jurisdiction should find in a properly presented case that the Indemnitor is not obligated to indemnify such Indemnitee in respect of such Third Party Claim in accordance with the Applicable Indemnification Provision at any time after the exercise of such right, notify such Indemnitee thereof in writing, in which case any acknowledgement made by the Indemnitor of its liability with respect to such Third Party Claim hereunder shall be deemed revoked and the Indemnitor may withdraw, wholly or in part, from such defense of such Indemnitee (and, if so requested by such Indemnitee, cede the defense of such proceeding as the same relates to such Indemnitee to such Indemnitee) and assert defenses to any indemnification obligation hereunder so long as (i) the Indemnitor shall have given such Indemnitee reasonable prior notice of its intention to revoke such acknowledgement and (ii) the Indemnitor shall have given such Indemnitee all materials, documents and records relating to its defense of such Third Party Claim as such Indemnitee shall have reasonably requested in connection with the assumption by such Indemnitee of the defense of such Third Party Claim. If it is ultimately determined that the Indemnitor is obligated to indemnify such Indemnitee for such Third Party Claim, then the costs and expenses of such defense shall be borne by the Indemnitor. Otherwise, such costs and expenses shall be borne by such Indemnitee.

(d) In the event that the Indemnitor does not promptly notify the applicable Indemnitee as to whether it intends to pay, object to, compromise or defend any matter involving the asserted liability of such Indemnitee (or obtain a withdrawal of such matter satisfactory to such Indemnitee following an objection to such matter): (i) such Indemnitee may pay, compromise or defend such matter and shall be entitled to indemnification with respect thereto (including with respect to a final judgment for the plaintiff) under, and in accordance with, the Applicable Indemnification Provision and (ii) the Indemnitor may not compromise such matter as to such Indemnitee without the written consent of such Indemnitee (and in the event the Indemnitor compromises such matter with the written consent of such Indemnitee, such Indemnitee shall be entitled to indemnification with respect thereto under, and in accordance with, the Applicable Indemnification Provision.

(e) Notwithstanding Section 7.3(c), the Indemnitor shall not have the right, without the prior written consent of the applicable Indemnitee, to defend or compromise any Third Party Claim for which indemnification is sought under the Applicable Indemnification Provision if the defense or compromise involves any (i) Governmental Claim other than a Third Party Environmental Claim (including with respect to Taxes) or (ii) (A) a risk of criminal liability (including criminal fines or penalties) being incurred by any Indemnitee or non-monetary criminal sanctions being imposed upon any Indemnitee; (B) a material risk of material civil fines or penalties being incurred by any Indemnitee or non-monetary civil sanctions being imposed upon any Indemnitee or (C) a material risk of the loss or forfeiture of a material portion of the Accepted Projects or the Project Documents (or, if applicable, the loss of the Lien in favor of Lessor on the PV Systems related to such material portion of the Accepted Projects). In the event that the Indemnitor is entitled to assume the defense and compromise of a Third Party Claim hereunder (1) such Third Party Claim shall not be compromised by the Indemnitor (x) on a basis that admits on the part of any Indemnitee (aa) any criminal violation; (bb) any material allegation of negligence, wrongdoing or misconduct or (cc) any fault, culpability or failure to act, without the express written consent of such Indemnitee and (y) without an unconditional release of such Indemnitee from all liability with respect to such Third Party Claim and (2) to the extent that other claims in the nature of Third Party Claims unrelated to the transactions contemplated

by the Transaction Documents are part of the same proceeding involving such Third Party Claim, the Indemnitor shall use commercially reasonable efforts, if requested by any Indemnitee, to sever such Third Party Claim from such other claims (and each applicable Indemnitee agrees to use reasonable efforts to obtain (or to cooperate in obtaining) such a severance).

(f) If the Indemnitor elects, subject to the foregoing provisions, to compromise or defend any such asserted liability, it may do so at its own expense and by counsel selected by it and reasonably satisfactory to the applicable Indemnitee. Upon the Indemnitor's election to compromise or defend such asserted liability and notification to such Indemnitee of its intent to do so in accordance with Section 7.3(c), such Indemnitee shall cooperate, at the Indemnitor's reasonable expense, with all reasonable requests of the Indemnitor in connection therewith to minimize the cost and expense to the Indemnitor of such compromise or defense and will (A) provide the Indemnitor with all information not within the control of the Indemnitor as is reasonably available to such Indemnitee which the Indemnitor may reasonably request and (B) where requested by the Indemnitor in connection with such Third Party Claim, shall assign and subrogate its rights against any third party to the Indemnitor; provided that such Indemnitee shall not, unless otherwise required by Applicable Law, be obligated to disclose to the Indemnitor or any other Person, or permit the Indemnitor or any other Person to examine (i) in the event that a Lessee Indemnitee is the Indemnitee, any income tax returns of Lessee or its Affiliates or (ii) any confidential information or pricing information not directly related to the transactions contemplated by the Transaction Documents and not subject of confidentiality undertakings possessed by such Indemnitee (and, in the event that any such information is made available, the Indemnitor shall treat such information as confidential and shall take all actions reasonably requested by such Indemnitee for purposes of obtaining a stipulation from all parties to the related proceeding providing for the confidential treatment of such information from all such parties). Where the Indemnitor, or the insurers under a policy of insurance maintained by or on behalf of the Indemnitor, undertake the defense of such Indemnitee with respect to a Third Party Claim (with counsel reasonably satisfactory to such Indemnitee), and without reservation of rights against such Indemnitee as to which such Indemnitee would be entitled to indemnification pursuant to the Applicable Indemnification Provision, no additional legal fees or expenses of such Indemnitee in connection with the defense of such Third Party Claim shall be indemnified hereunder unless such fees or expenses were incurred at the request of the Indemnitor or such insurers; provided that such Indemnitee shall be entitled to the payment of amounts payable to such Indemnitee pursuant to the Applicable Indemnification Provision with respect to the period prior to the date such defense is so assumed (whether or not a Claims Certificate has been presented prior to such date). Notwithstanding the foregoing, an Indemnitee may participate at its own expense in any judicial proceeding controlled by the Indemnitor pursuant to the preceding provisions, but only to the extent that such Indemnitee's participation does not in the reasonable opinion of counsel to the Indemnitor materially prejudice the defense of such Third Party Claim; provided, however, that such Indemnitee's participation does not constitute a waiver of the indemnification provided in the Applicable Indemnification Provision; and provided, further, that if and to the extent that (i) such Indemnitee is advised in a written opinion of nationally recognized counsel that an actual or potential conflict of interest exists where it is advisable for such Indemnitee to be represented by separate counsel (including, if applicable, local counsel); (ii) any of the risks to such Indemnitee described in Section 7.3(e)(ii) may occur or (iii) such Indemnitee reasonably determines that there a material risk of a material adverse effect on the business of any Indemnitee solely by virtue of such Third Party Claim, and such

Indemnitee informs the Indemnitor that such Indemnitee desires to be represented by separate counsel (including, if applicable, local counsel), such Indemnitee shall have the right to control its own defense of such Third Party Claim and the reasonable fees and expenses of such defense (including the reasonable fees and expenses of such separate counsel including, if applicable, local counsel) shall be borne by the Indemnitor.

(g) Anything in the foregoing to the contrary notwithstanding, any Indemnitee may compromise any Third Party Claim against it at any time so long as such Indemnitee waives its rights to indemnification under the Applicable Indemnification Provision with respect to such compromise and, where requested by the Indemnitor in connection with such Third Party Claim, agrees to assign and subrogate its rights against any third party to the Indemnitor.

(h) In the event that the Indemnitor is not entitled to assume the defense and compromise of a Third Party Claim hereunder, the applicable Indemnitee shall nonetheless, at the expense of the Indemnitor, reasonably consult with and cooperate with any reasonable request of the Indemnitor in any defense or compromise of the same, in order to minimize the cost and expense to the Indemnitor of such compromise or defense; provided that such cooperation shall be required only to the extent that such cooperation does not in the reasonable opinion of counsel to such Indemnitee materially prejudice the defense of such Third Party Claim. The applicable Indemnitee shall, where requested by the Indemnitor in connection with such Third Party Claim, assign and subrogate its rights against any third party to the Indemnitor.

7.4 Tax Indemnification.

(a) Lessor Indemnity of Lessee. Lessor will defend, indemnify and hold harmless Lessee and each Lessee Owner from and against any loss, reduction, unavailability, delay or recapture of any Tax Credit or any other federal income Tax or state or local Tax benefit, including any Allocated Rent deductions and any deductions for Lessee Section 467 Interest, in each case to the extent included in the Base Case Model with respect to any Accepted Project and reasonably expected by Lessee or such Lessee Owner to be available to Lessee or such Lessee Owner with respect to the Projects leased pursuant to this Agreement or as a result of the transactions contemplated herein (any such event being referred to herein as a "Tax Loss") if the Tax Loss is the result of:

(i) any action by Lessor, any Covered Servicer, SunEdison or any of their respective Affiliates (including, subject to the provisions below, the Manager), or any agent, employee or independent contractor of Lessor, any Covered Servicer, SunEdison or any of their respective Affiliates, not required by any Transaction Document to which Lessee is a party (it being agreed that (A) any action by the Manager in its capacity as manager of the Lessee which is authorized under the Lessee LLC Agreement or otherwise in writing by the Lessee Owners is an action of the Lessee and not by an Affiliate of any of SunEdison, Lessor or any applicable Person under this clause (i) and (B) any action of the Manager which is without authority under the Lessee LLC Agreement or not otherwise authorized or consented to in writing by the Lessee Owners shall be deemed to be an action in the personal capacity of the Manager and by an Affiliate of the Lessor under this clause (i));

(ii) inaccuracy of any representation, warranty or certification by Lessor or any of its Affiliates, or any Covered Servicer or any of its Affiliates, in any Transaction Document, any Customer Agreement or EPC Agreement or any document, certification, statement or exhibit delivered in connection with any of the foregoing, or any breach of or inaccuracy in any factual information (including the Base Case Model and assumptions therein) provided by Lessor or any of its Affiliates to an appraiser in connection with an Appraisal or to the provider of any Cost Segregation Report, or to the Independent Engineer;

(iii) a breach by Lessor or any of its Affiliates, or by any Covered Servicer or any of its Affiliates, of any covenant, agreement or promise set forth in a Transaction Document, any Customer Agreement or any EPC Agreement or any document, certification, statement or exhibit delivered in connection with any of the foregoing, or any breach by Lessor or any of its Affiliates of any covenant or agreement agreed to in connection with an Appraisal, Cost Segregation Report or Independent Engineer Report;

(iv) any final determination by the IRS that the "fair market value" of the Tax Credit Eligible Portion of an Accepted Project, within the meaning of Section 48(d)(1)(A) of the Code (as in effect on the day before the date of the enactment of the Revenue Reconciliation Act of 1990) and Treasury Regulations Section 1.48-4(c)(2)(i), for purposes of calculating the Tax Credits is less than the fair market value of such Tax Credit Eligible Portion of such Accepted Project assumed in the Base Case Model with respect to such Accepted Project, except to the extent such value is less than eighty percent (80%) of the Substantiated Cost Amount in respect of such Accepted Project; or

(v) regardless of whether or not contemplated by any Transaction Document, any transaction pursuant to the Purchase and Sale Agreement or any amendment to any Transaction Document resulting from, attributable to or arising in connection with Lessor acquiring an interest in any Project from an Affiliate.

No indemnity will be paid for any Tax Loss to the extent that such Tax Loss is caused by or results from one or more of the following:

(A) inaccuracy of any representation, warranty or certification made by Lessee or any Investor under any Transaction Document;

(B) a determination by any Governmental Authority in respect of the structure or characterization, for U.S. federal income tax purposes, of the transactions contemplated by the Transaction Documents to which Lessee is a party, other than where such determination is as a result of an action, inaccuracy, breach or transaction referred to in Section 7.4(a)(i), (ii), (iii) or (v);

(C) failure by Lessee to claim Tax Credits with respect to an Accepted Project in the amounts assumed in the Base Case Model with respect to such Accepted Project, or the failure of Lessee to have enough income or tax liability to benefit from the Tax Credits resulting from the transactions contemplated by the Transaction Documents;

(D) any effect of any minimum tax or alternative minimum tax; and

(E) any loss of the Tax Credits due to a payment default or other act or omission by a Host Customer pursuant to a Customer Agreement (in each case, including by exercising any purchase or early termination option).

If Lessor has paid an indemnity pursuant to this Section 7.4 for the failure of a Lessee Owner to receive a Tax Credit in respect of an Accepted Project and the Lessee Owner subsequently receives that Tax Credit in respect of an Accepted Project, such Lessee Owner will promptly following receipt of such Tax Credit return to Lessor the amount of the indemnity paid by Lessor that is allocable to the Tax Credit received. Neither the indemnity in this Section 7.4 nor in Section 7.1 covers any change in the corporate federal income tax rate.

(b) Amount and Timing of Indemnity Payment.

(i) After a Tax Loss for which Lessor is required to indemnify Lessee or a Lessee Owner under this Agreement, Lessee will give Lessor written notice of the Tax Loss, accompanied by a written statement describing in reasonable detail the nature and cause of the Tax Loss and how the amount was computed. After receipt of notice, and subject to Section 7.4(b)(iii) and Section 7.4(c), Lessor will pay Lessee or the applicable Lessee Owner a lump-sum amount (which amount will, subject to this paragraph, be characterized by the parties as a rent adjustment and a return of any rent pre-paid by Lessee or a Lessee Section 467 Loan to the extent the amount exceeds the rent pre-paid by Lessee to the extent permitted by Applicable Law) that is sufficient to hold Lessee or such Lessee Owner harmless on an After-Tax Basis in respect of the Tax Loss, plus any interest, penalties, fines or additions to Tax payable by Lessee or such Lessee Owner and that are attributable to, resulting from or arising in connection with the Tax Loss. Each Lessee Owner will be assumed, in the absence of the Tax Loss, to have been entitled to its share of the Tax Credits with respect to an Accepted Project in the amounts assumed in the Base Case Model with respect to such Accepted Project and to have had to report its share of half the amount of the Tax Credits as income ratably over five years. Each Lessee Owner will be assumed to have enough federal taxable income and federal income tax base to use any Tax Credits and to use any tax benefits to which it will be entitled on account of the Tax Loss fully in the year in which they arose (or would have arisen). The lump-sum amount necessary to hold Lessee or any Lessee Owner harmless in respect of any Tax Loss shall be the amount that results in the Base Case Model showing Lessee or such Lessee Owner achieving at least the pre-tax return and after-tax return described in the definition of "Base Case Model" (taking into account the assumptions in the two immediately preceding sentences) with respect to the Accepted Project in respect of which the Tax Loss has occurred. If the Parties cannot agree on the amount of the indemnity, then Lessor and Lessee will jointly select a nationally recognized independent accountant to verify the calculations. The decision by the accountant will be final. The cost of the accountant will be borne equally by Lessor and Lessee. Any information provided to the accountant will remain the exclusive property of the Party providing the information and will be deemed by the Parties to be (and the accountant will confirm in writing that it will treat such information as) the private, proprietary and confidential property of such Party, and no person other than such Party and the accountant will be entitled to the information. The sole responsibility of the accountant will be to verify the calculations by Lessee and not to interpret this Agreement or to make any determinations as to tax assumptions or tax law.

(ii) Any Indemnity Payment will be paid within the later of (A) thirty (30) days after Lessee provides notice of the Tax Loss to Lessor under Section 7.4(b)(i), and (B) thirty (30) days after the conclusion of any contest undertaken under Section 7.4(c).

(iii) If the IRS disallows any Tax Credit claimed by a Lessee Owner on any Accepted Project and, as a consequence of such disallowance, Lessor or any of its Affiliates is entitled to claim a Tax Credit, then such Person will attempt to claim the Tax Credit (including by filing an amended return) and, to the extent Lessor was not required to and did not already make an Indemnity Payment to Lessee or any Lessee Owner in respect of such Tax Credits, pay Lessee or such Lessee Owner the actual tax savings from any such Tax Credit received. Such payment shall be made to Lessee or such Lessee Owner within five (5) Business Days at the filing of the Tax Return on which such Tax Credits are first claimed.

(iv) In no event will an assignment or other transfer by a Lessee Indemnitee of its rights, interests or obligations under this Agreement or any other Transaction Document or of its interests in Lessee cause Lessor's obligations under this Section 7.4 to be greater than such obligations would have been had there been no such assignment or other transfer.

(c) Contests.

(i) Lessee will notify Lessor promptly of any information document request or other written notice or written communication from the IRS that suggests that the government intends to disallow Tax Credits or reduce other tax benefits available to Lessee on grounds that may require Lessor to indemnify Lessee or any Lessee Owner under this Section 7.4. Failure to provide such notice shall not relieve Lessor of its obligations hereunder. In the event Lessee or any Lessee Owner receives notice of a proposed adjustment or equivalent action in the context of the Tax Credit (a "Tax Claim"), Lessee or such Lessee Owner will not be required to contest such Tax Claim unless it receives a written request from Lessor to do so and (A) a nationally-recognized independent tax counsel selected by Lessor and reasonably acceptable to Lessee or such Lessee Owner delivers a written opinion to Lessee or such Lessee Owner in form and substance satisfactory to Lessee or such Lessee Owner, if requested by Lessee or such Lessee Owner, to the effect that there is a reasonable basis to contest such Tax Claim, (B) Lessor agrees to pay all reasonable and documented costs and expenses, and reasonable attorneys' and accountants' fees and disbursements, and any penalties, interest, additions to Tax, or other liabilities, costs or losses that may be paid or incurred by Lessee or any Lessee Owner, or any Affiliate of Lessee or any Lessee Owner, in connection with contesting the Tax Claim, and (C) no Lessor Default has occurred and is continuing. Neither Lessee nor any Lessee Owner will be required to pursue any appeal beyond a final adverse administrative determination unless (I) (1) the issue to be appealed solely involves the value of one or more PV Systems or (2) the issue to be appealed does not involve the value of one or more PV Systems, and Lessor provides a written opinion of a nationally-recognized independent tax counsel selected by Lessor and reasonably acceptable to Lessee or the applicable Lessee Owner, in form and substance satisfactory to Lessee or such Lessee Owner, to the effect that it is more likely than not that Lessee or the applicable Lessee Owner will be successful on the merits, (II) Lessor agrees to pay all reasonable and documented costs and expenses, and reasonable attorneys' and accountants' fees and disbursements, and any Taxes, penalties, interest, additions to Tax, or other

liabilities, costs or losses that may be paid or incurred by Lessee or any Lessee Owner, or any Affiliate of Lessee or any Lessee Owner, in connection with such appeal (or any resulting contest, litigation or other proceeding), in each case without regard to any limitations, restrictions or exceptions otherwise applicable pursuant to any Transaction Document, except to the extent of the dollar amount for which Lessee would have been liable had the appeal not been pursued beyond the final adverse administrative determination referred to above, and (III) no Lessor Default has occurred and is continuing.

(ii) Lessee or the applicable Lessee Owner will decide on strategy (including seeking administrative appeal or mediation) and, if Lessee or any Lessee Owner contests a Tax Claim before a judicial body, it will select a nationally-recognized tax counsel to handle the case. Lessee or the applicable Lessee Owner will discuss with Lessor its proposed strategy and choice of counsel to handle the case and allow Lessor to comment on drafts of proposed responses to information document requests, protests and other written submissions to the IRS and the courts and consider in good faith any comments by Lessor, but will ultimately make the decisions about how to proceed. In the case of a contest involving Taxes, if Lessee or any Lessee Owner decides to pay the Tax claimed and seek a refund, Lessor will advance Lessee or such Lessee Owner the money to pay the Tax. To the extent such refund claim is ultimately disallowed in whole or in part, Lessor will forgive the advance or portion of the advance equal to the amount of the refund claim disallowed that will be applied against Lessor's obligation to make indemnity payments under this Section 7.4 and Lessor will pay to Lessee or such Lessee Owner the balance, if any, of the amount of its indemnity obligation under this Section 7.4. To the extent that the refund claim is allowed, Lessee or such Lessee Owner will, upon receipt of such refund, pay to Lessor the amount of the refund together with any interest actually received by Lessee or such Lessee Owner on such refund that is fairly attributable to the amount and the period of such payment or advance by Lessor, net of any Taxes on the refund.

(d) Lessee Indemnity of Lessor. Lessee will indemnify Lessor Owner and its Affiliates for the loss in time value of depreciation deductions for U.S. federal income tax purposes (including bonus depreciation, if available, under Code Section 168(k) or a successor law) on Accepted Projects leased to Lessee under this Agreement (a "Depreciation Loss") if the Depreciation Loss arises because Lessee, an assign or a Lessee Owner is a Disqualified Person. The same provisions regarding notice, calculation and payment of the indemnity, verification of the calculations and contest rights that apply to Lessor indemnities for Tax Losses suffered by Lessee will apply mutatis mutandis to Lessee indemnities for Depreciation Losses suffered by Lessor Owner.

(e) Tax Savings. If, with respect to any event giving rise to an indemnity obligation under this Agreement, the recipient of the indemnity payment, its direct or indirect beneficial owners, or any Affiliates of such recipient or owners realizes a reduction in the amount of federal, state or local income tax due and payable (assuming for this purpose that each such Person is subject to federal income taxation at the highest marginal rate generally applicable to corporations whose taxable year is the calendar year for the year in which such reduction is available and to state and local income taxation at the actual composite marginal rate applicable to the recipient (or its direct or indirect beneficial owners or such Affiliates)) and can make use of any reductions in the taxable years in which the reductions are available) resulting

from a deduction, credit or other benefit that would not have been available but for such event and that was not taken into account in computing the indemnity amount paid to the recipient (any such reduction, a "Tax Savings"), such recipient shall pay to the indemnifying party the amount of such Tax Savings; provided, however, that, upon a subsequent loss by the recipient, its direct or indirect beneficial owners, or any Affiliates of such recipient or owners of any portion of any Tax Savings paid pursuant to this Section 7.4(e) (including any such loss pursuant to an examination, contest or other proceeding involving any Governmental Authority), the indemnifying party shall promptly (and, in any event, within twenty (20) days after the applicable loss) repay to such recipient such portion of such Tax Savings, plus any interest, penalties, Taxes or additions to Tax due in connection therewith. Any payment due by a recipient pursuant to this Section 7.4(e) shall be paid within twenty (20) days after the end of the Tax year in which such Tax Savings are realized. Notwithstanding anything in this Section 7.4(e) to the contrary, the aggregate amount payable by any recipient pursuant to this Section 7.4(e) shall not exceed the sum of all prior indemnity payments made to the recipient, its direct or indirect beneficial owners, and any Affiliates of such recipient or owners with respect to Taxes.

7.5 No Consequential Damages, Etc. Except for damages specifically provided for in this Agreement, damages hereunder are limited to direct damages, and in no event will a Party be liable to the other Party, and the Parties hereby waive claims, for (i) indirect, punitive, special or consequential damages or loss of profits (except that the Tax indemnities provided for in Section 7.4 shall not be considered indirect, punitive, special or consequential damages and shall be recoverable hereunder) or (ii) except as expressly provided for in this Agreement, losses or liabilities incurred by the officers, directors, members, partners, shareholders or Affiliates of such Party.

7.6 Mitigation. The Parties shall use commercially reasonable endeavors to mitigate any Indemnified Loss sustained or incurred by it as a result of, as applicable a Lease Event of Default or Lessor Default.

7.7 DISCLAIMERS. THE PV SYSTEMS ARE BEING DELIVERED BY LESSOR TO LESSEE "AS IS, WHERE IS" AND LESSOR EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED (OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES OF LESSOR IN THE TRANSACTION DOCUMENTS, ANY EPC AGREEMENT, ANY CUSTOMER AGREEMENT OR ANY DOCUMENT, CERTIFICATION, STATEMENT OR EXHIBIT DELIVERED IN CONNECTION WITH ANY OF THE FOREGOING, INCLUDING ANY BREACH OF OR INACCURACY IN ANY FACTUAL INFORMATION PROVIDED BY LESSOR OR ANY OF ITS AFFILIATES TO AN APPRAISER IN CONNECTION WITH AN APPRAISAL OR TO THE PROVIDER OF ANY COST SEGREGATION REPORT, OR TO THE INDEPENDENT ENGINEER) AS TO LIABILITIES, OPERATIONS OF THE PV SYSTEMS OR ACCEPTED PROJECTS, VALUE OR QUALITY OF THE PV SYSTEMS OR ACCEPTED PROJECTS OR THE PROSPECTS (FINANCIAL AND OTHERWISE), RISKS AND OTHER INCIDENTS OF THE ACCEPTED PROJECTS. LESSOR SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE PV SYSTEMS OR ACCEPTED PROJECTS, OR ANY PART THEREOF.

7.8 Survival. The provisions of this Article 7 shall survive expiration or earlier termination of this Agreement for a period of two (2) years following the expiration or earlier termination of this Agreement; provided, however that the provisions of Section 7.1 and Section 7.4 shall survive expiration or early termination of this Agreement through the end of the applicable statute of limitations (including extensions or waivers thereof).

ARTICLE VIII.
DEFAULT AND REMEDIES

8.1 Lease Event of Default. The occurrence at any time of the following events with respect to Lessee shall constitute a "Lease Event of Default":

(a) Failure to Pay. The failure of (i) Lessee to pay any amounts owing to Lessor on or before the day following the date on which such amounts are due and payable under the terms of this Agreement or any other Transaction Document to which it is a party (which, for the avoidance of doubt, shall not include amounts deferred pursuant to Sections 8.3(c) and (d)) or (ii) an Investor to make any capital contribution required under the terms of the Participation Agreement and, in each case, Lessee has failed to cure each such failure within ten (10) Business Days after Lessee receives written notice of each such failure; or

(b) Failure to Perform Obligations. Unless (i) due to a Force Majeure Event or (ii) directly or indirectly attributable to, or arising out of, or relating to a Lessor Default, (A) other than as set forth in Section 8.1(a), the failure of Lessee to perform or cause to be performed any material obligation required to be performed by Lessee the Transaction Documents to which it is a party (other than any obligation for the payment of money) or (B) the failure of an Investor to perform or cause to be performed any material obligation required to be performed by it under the Participation Agreement, or (C) the failure of any representation or warranty by Lessee or an Investor set forth in the Transaction Documents to be true and correct in any material respect as and when made; provided, however, that if any such failure referred to in clauses (A), (B) or (C) above by its nature can be cured, then Lessee or such Investor, as applicable, shall have a period of thirty (30) Business Days after receipt of written notice of such failure to cure the same and a Lease Default shall not be deemed to exist during such period; provided, further, that if Lessee or such Lessee Owner, as applicable, commences to cure such failure during such period and is diligently and in good faith attempting to effect such cure, said period shall be extended for sixty (60) additional days; or

(c) Bankruptcy of Lessee or Investors. (i) Lessee or, until the Ramp-Up Completion Date, an Investor (A) admits in writing its inability to pay its debts generally as they become due; (B) files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other Applicable Law; (C) makes an assignment for the benefit of creditors; (D) consents to the appointment of a receiver of the whole or any substantial part of its assets; or (E) has a petition in bankruptcy filed against it, and such petition is not dismissed within ninety (90) days after the filing thereof; or (ii) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of Lessee's or, until the Ramp-Up Completion Date, an Investor's assets, as applicable and such order, judgment or decree is not vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or (iii) under the provisions of any other law for the relief or aid of debtors, any

court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Lessee's or, until the Ramp-Up Completion Date, an Investor's assets, as applicable and such custody or control is not terminated or stayed within ninety (90) days from the date of assumption of such custody or control; or

(d) Abandonment. Lessee abandons any Accepted Project or any substantial portion thereof, other than in accordance with the Customary Servicing Practices, and such abandonment is not cured within twenty (20) days following Lessee's receipt of knowledge thereof or notice thereof from Lessor; or

(e) Disposal of Assets. The sale, lease or other disposal of all or substantially all of Lessee's assets, other than pursuant to the Security Documents, without the prior written consent of Lessor; or

(f) Judgments. A final, non-appealable judgment is or judgments are rendered against Lessee in an aggregate amount of $250,000 or more that is not covered by a valid and effective insurance policy and which remains unsatisfied, undischarged, unbonded and in effect for a period of sixty (60) or more days without a stay of execution, unless the same is adequately bonded or subject to indemnification by Lessor or SunEdison under a Transaction Document to which it is a party or is being contested by appropriate proceedings properly instituted and diligently conducted and, in either case, such process is not being executed against assets thereof; or

(g) Lease Collateral. Any Security Document shall for any reason (other than pursuant to the terms thereof) cease to create a valid and perfected first priority lien on and security interest in the Lease Collateral purported to be covered thereby or Lessee shall so assert in writing; or

(h) Validity of Transaction Documents. Any of the Transaction Documents becomes unenforceable against Lessee or an Investor (other than in accordance with its terms or as a result of acts or omissions of any other Person) or the performance of the material obligations of Lessee or the Investors under any of the Transaction Documents is declared in a final non-appealable judgment by a court of competent jurisdiction to be illegal.

8.2 Lessor's Remedies Upon Occurrence of a Lease Default. If a Lease Event of Default has occurred and is continuing, Lessor may do one or more of the following:

(a) enforce the provisions of this Agreement and may enforce and protect the rights of Lessor hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from Lessee under any of the provisions of this Agreement;

(b) terminate this Agreement, without prejudice to the other remedies hereunder, by giving to Lessee written notice of Lessor's election to do so, in which event the Lease Term shall end, and all right, title and interest of Lessee hereunder shall expire on the date stated in such notice;

(c) terminate the right of Lessee to possession of any Accepted Projects without terminating this Agreement by giving notice to Lessee that Lessee's right of possession shall end on the date stated in such notice, whereupon the right of Lessee to possession of such Accepted Projects or any part thereof shall cease on the date stated in such notice and any and all amounts received by Lessee or Lessor associated with such Accepted Projects from and after such date shall be paid to Lessor;

(d) proceed against the Lease Collateral under the Security Documents and take any and all actions permitted to a secured party under Applicable Law, including the Uniform Commercial Code as in effect;

(e) sell the Accepted Projects at public or private sale or hold, keep idle or lease to others any Accepted Project;

(f) exercise all rights and remedies of a secured party under the Uniform Commercial Code in any jurisdiction in which enforcement is sought or any other right or remedy available to Lessor under Applicable Law.

provided, however, Lessor will use all commercially reasonable efforts to mitigate its damages.

Upon a termination of this Agreement pursuant to Section 8.2 the leasehold interest of Lessee in the Accepted Projects shall automatically revert to Lessor, Lessee shall promptly quit and surrender the Accepted Projects to Lessor, without cost to Lessor, and Lessor may, without demand and further notice, reenter and take possession of the Accepted Projects, or any part thereof, and repossess the same as Lessor's former estate by summary proceedings, ejectment or otherwise without being deemed guilty of any manner of trespass and without prejudice to any remedies which Lessor might otherwise have for arrearages of any Rent or for a prior breach of the provisions of this Agreement. The obligations of Lessee under this Agreement which arose prior to termination shall survive such termination.

Unless otherwise specifically provided in this Agreement, no remedy herein shall be exclusive of any other remedy or remedies, and each such remedy shall be cumulative and in addition to every other remedy; and every power and remedy given by this Agreement may be exercised from time to time and as often as may deemed expedient by either party. No delay or omission by Lessor to exercise any right or power accruing upon any Lease Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Lease Event of Default or an acquiescence therein.

8.3 Forbearance and Rights to Cure Lease Event of Default.

(a) An Investor may (but is not obligated to), during the cure period for a Lease Default, itself remedy the default or cause the same to be remedied, and Lessor agrees to accept such performance as though the same had been done or performed by Lessee.

(b) If Lessee or an Investor shall fail to cure any Lease Event of Default within the applicable cure period provided for herein, Lessor, without waiving or releasing any obligation or default, may, but shall be under no obligation to, make such payment or perform such act for the account and at the expense of Lessee, and may, to the extent

permitted by Applicable Law and the Project Documents, enter upon the Accepted Projects for such purpose and take all such action thereon as, in Lessor's opinion, may be necessary or appropriate therefor. No such entry shall be deemed an eviction of Lessee. All sums so paid by Lessor and all costs and expenses, including reasonable attorneys' fees and expenses, so incurred, together with interest thereon in accordance with Section 10.14 from the date on which such sums or expenses are paid or incurred by Lessor, shall be paid by Lessee to Lessor on demand as Additional Rent.

(c) If, on any Rent Payment Date, there are insufficient funds in the Lessee Collection Account (as defined in the Depositary Agreement) to pay the Base Rent due and payable on such date then the payment of that portion of the Base Rent payable on that Rent Payment Date that exceeds the amounts on deposit in the Lessee Collection Account shall be deferred unless Lessee elects otherwise.

(d) Any Base Rent deferred pursuant to the preceding paragraph shall bear interest at the Post-Default Rate. The outstanding balance of all deferred Base Rent in respect of an Accepted Project shall be payable on the last Rent Payment Date prior to the end of the scheduled Lease Term. To the extent any amount is payable by Initial Servicer to Lessor under Section 3(b) of the Production Guaranty in respect of interest accruing on deferred Base Rent (the "Initial Servicer Interest Amount"), Lessor agrees that it shall only look to Initial Servicer for the payment of such Initial Servicer Interest Amount and waives any right to claim against Lessee for interest at the Post-Default Rate solely to the extent of such Initial Servicer Interest Amount.

(e) In addition to the above, notwithstanding anything in any Transaction Document to the contrary, with respect to an Accepted Project, Lessor agrees for the Lease Term that, upon the occurrence of a Lease Event of Default, it shall not, and it shall not cause or direct any Person acting on its behalf to, (i) terminate this Agreement, (ii) terminate the right of Lessee to possession of any such Accepted Project or (iii) exercise any other right or remedy otherwise permitted pursuant to Section 8.2 that could reasonably be expected to result in (A) any reduction in the amount of, or any preclusion of the availability of, any Tax Credit otherwise available, or reasonably expected to be available, to any Lessee Owner with respect to any such Accepted Project, or (B) any recapture of any Tax Credit claimed by any Lessee Owner with respect to any such Accepted Project, unless, in each case, such Lease Event of Default is attributable to (x) the willful misconduct or fraud of Lessee or the Investor or (y) the failure of Lessee or an Investor to meet its funding capital contribution or rent prepayment (as applicable) obligation under the Participation Agreement or its obligations under Section 4.10 of the Participation Agreement or (z) failure of any representation or warranty by the Investor set forth in Section 3.3 of the Participation Agreement to be true and correct in any material respect as and when made.

8.4 Default by Lessor. The occurrence at any time of the following events with respect to a Lessor shall constitute a "Lessor Default":

(a) Failure to Pay. The failure of Lessor to pay any amounts owing to Lessee on or before the day following the date on which such amounts are due and payable under the terms of this Agreement, a Lease Supplement or any other Transaction Document to which

Lessor is a party and Lessor's failure to cure each such failure within ten (10) Business Days after Lessor receives written notice of each such failure; or

(b) Failure to Perform Obligations. Unless (i) due to a Force Majeure Event or (ii) directly or indirectly attributable to, or arising out of, or relating to a Lease Default, (A) other than as set forth in Section 8.4(a), the failure of Lessor to perform or cause to be performed any material obligation required to be performed by Lessor under the Transaction Documents, (B) the failure of SunEdison or the Initial Servicer to perform or cause to be performed any material obligation required to be performed by it under the Transaction Documents to which such entity is a party, (C) the failure of any representation and warranty made by Lessor pursuant to this Agreement to be true and correct in any material respect as and when made, or any representation and warranty made pursuant this Agreement or in any other Transaction Document or certificate delivered by Lessor hereunder or thereunder or the Initial Servicer under the Production Guaranty proves to have been materially false or misleading as and when made; provided, however, that if any such failure referred to in clause (A), (B) or (C) above by its nature can be cured, then Lessor shall have a period of thirty (30) Business Days after receipt of written notice of such failure to cure the same and a Lessor Default shall not be deemed to exist during such period; provided, further, that if Lessor or the relevant Lessor Affiliate commences to cure such failure during such period and is diligently and in good faith attempting to effect such cure, said period shall be extended for sixty (60) additional days; or

(c) Bankruptcy. (i) Lessor, SunEdison or, at all times during which it is a Servicer, an Initial Servicer: (A) admits in writing its inability to pay its debts generally as they become due; (B) files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other Applicable Law; (C) makes an assignment for the benefit of creditors; (D) consents to the appointment of a receiver of the whole or any substantial part of its assets; or (E) has a petition in bankruptcy filed against it, and such petition is not dismissed within ninety (90) days after the filing thereof; or (ii) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of Lessor's, SunEdison or, at all times during which it is a Servicer, an Initial Servicer's assets, as applicable, and such order, judgment or decree is not vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or (iii) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Lessor's, SunEdison's or, at all times during which it is a Servicer, an Initial Servicer's assets, as applicable and such custody or control is not terminated or stayed within ninety (90) days from the date of assumption of such custody or control; or

(d) Disposal of Assets. The sale, lease or other disposal of all or substantially all of Lessor's assets without the prior written consent of Lessee (provided that an assignment of rights, interests or obligations under the Transaction Documents shall not constitute a Lessor Default to the extent contemplated by the terms of the Transaction Documents); or

(e) Judgments. A final, non-appealable judgment is or judgments are rendered against Lessor in an aggregate amount of $250,000 and which remains unsatisfied, undischarged, unbonded and in effect for a period of sixty (60) or more days without a stay of execution, unless the same is adequately bonded or subject to indemnification by Lessee or the

Investors under a Transaction Document to which it is a party or is being contested by appropriate proceedings properly instituted and diligently conducted and, in any such case, such process is not being executed against assets thereof; or

(f) Validity of Agreement. Any of the Transaction Documents becomes unenforceable against Lessor, SunEdison or the Initial Servicer (other than in accordance with its terms or as a result of acts or omissions of any other Person) or the performance of the material obligations of Lessee, SunEdison or the Initial Servicer under any of the Transaction Documents is declared in a final non-appealable judgment by a court of competent jurisdiction to be illegal.

(g) Other Indebtedness. (A) Lessor fails to pay when due any principal of or interest on or any amount, including any payment in settlement, payable in respect of one or more items of Indebtedness (other than payment of obligations referred to in Section 8.4(a)), that is outstanding in a principal amount of at least $100,000, in each case beyond the grace period, if any, provided therefor, or (B) Lessor breaches or defaults with respect to any other term of one or more items of Indebtedness or any loan agreement, mortgage, indenture or other agreement relating to such item(s) of Indebtedness, that is outstanding in a principal amount of at least $100,000, in each case, beyond the grace period, if any, provided therefor, if the effect of such breach or default is to cause, or to permit the holder or holders of that Indebtedness (or a trustee on behalf of such holder or holders) to cause, that Indebtedness to become or be declared due and payable (or subject to a compulsory repurchase or redeemable) prior to its stated maturity or the stated maturity of any underlying obligation, as the case may be.

8.5 Lessee Remedies for Lessor Default. If a Lessor Default has occurred and is continuing, Lessee may do one or more of the following: (a) enforce the provisions of this Agreement and may enforce and protect the rights of Lessor hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from Lessor under any of the provisions of this Agreement; (b) terminate this Agreement, without prejudice to the other remedies hereunder, by giving to Lessor written notice of Lessee's election to do so, in which event the Lease Term shall end, and all right, title and interest of Lessee hereunder shall expire on the date stated in such notice and (c) exercise any other right or remedy available to Lessee under Applicable Law; provided, however, Lessee will use all commercially reasonable efforts to mitigate its damages. In addition, Lessor shall be liable for, and agrees to pay and reimburse Lessee for, all reasonable costs and expenses incurred by Lessee (including the reasonable fees and expenses of legal counsel) in connection with any Lessor Default and any enforcement or collection proceeding resulting therefrom, including all manner of participation in or other involvement with (1) bankruptcy, insolvency, receivership, foreclosure, winding up or liquidation proceedings of Lessor, (2) judicial or regulatory proceedings and (3) workout, restructuring or other negotiations or proceedings (whether or not the workout, restructuring or transaction contemplated thereby is consummated) with respect to Lessor's obligations under this Agreement. In the event this Agreement is terminated pursuant to this Section 8.5, Lessee shall have no obligation to repay any Section 467 Loan.

8.6 Default Notice. Lessor shall give notice to Lessee of any Lease Event of Default hereunder, and Lessee shall give notice of any Lessor Default, promptly after its receipt of knowledge of the occurrence thereof. Notices given by Lessor or by Lessee under this Article VIII shall specify the alleged default and if applicable, the subject provisions of this Agreement and the other Transaction Documents, and shall demand that Lessee or Lessor, as applicable, perform the appropriate provisions of this Agreement or the subject Transaction Document, as applicable, within the applicable period of time for cure. No such notice shall be deemed a forfeiture or termination of this Agreement unless expressly set forth in such notice.

8.7 Force Majeure Event. No default in the performance of the terms, covenants or conditions of this Agreement on the part of Lessee or Lessor (other than in the payment of any Rent) shall be deemed to continue if and so long as Lessor or Lessee, as the case may be, shall be delayed in or prevented from remedying the same due to a Force Majeure Event; but if and when the occurrence or condition which delayed or prevented the remedying of such default shall cease or be removed, it shall be the obligation of Lessor or Lessee, as the case may be, without further delay, to commence the correction of such default or to continue and complete the correction thereof.

8.8 Enforcement of Obligations. In addition, the defaulting party shall be liable for, and agrees to pay and reimburse the non-defaulting party for, all reasonable and documented costs and expenses incurred by the non-defaulting party (including the reasonable and documented fees and expenses of legal counsel) in connection with the enforcement of obligations under this Agreement.

ARTICLE IX.
REPRESENTATIONS AND WARRANTIES OF LESSOR

Lessor hereby represents and warrants that as of the Effective Date (except as otherwise provided herein) and as of each Lease Closing Date and Final Completion Date (except to the extent that any such representation or warranty expressly relates to an earlier date, in which case such representation or warranty shall have been true as of such earlier date):

9.1 Taxes.

(a) Lessor is not a Disqualified Person.

(b) Each Accepted Project leased, or to be leased, pursuant to this Agreement is a Tax Credit Eligible Leased Project.

(c) None of the assets of any Accepted Project leased, or to be leased, pursuant to this Agreement has been Placed in Service prior to the time it has been leased pursuant to this Agreement.

(d) No Person has claimed a Tax Credit or any depreciation or other similar deductions for U.S. federal income tax purposes (including any deduction under Section 179 of the Code or any similar deductions) with respect to any asset of any Accepted Project prior to the time it has been leased pursuant to this Agreement.

(e) No Person has applied for any grant under Section 1603 of the American Recovery and Reinvestment Tax Act of 2009, as amended, with respect to any asset of any Accepted Project leased, or to be leased, pursuant to this Agreement.

(f) From and after the "Effective Date" (as defined in the Participation Agreement), Lessor has been properly treated as disregarded as an entity separate from TerraForm for U.S. federal tax purposes.

(g) From and after the "Effective Date" (as defined in the Participation Agreement), (i) TerraForm has been properly treated as a partnership for U.S. federal tax purposes and (ii) Terraform has been owned, for U.S. federal income tax purposes, solely, directly or indirectly by two or more entities properly treated as corporations for U.S. federal tax purposes that are not Disqualified Persons (and any entities through which such corporations own their TerraForm interests are not and will not be Disqualified Persons).

(h) There are no Liens for Taxes on any assets included in any Accepted Project leased, or to be leased, pursuant to this Agreement except for Taxes not yet due and payable.

(i) As of the applicable Lease Closing Date in respect of an Accepted Project, the nature of the PV System, its installation, and use in the production of electricity for sale are such that sales of electricity generated by that PV System to the applicable Host Customer pursuant to the applicable Customer Agreement are eligible for exemptions from Transfer Taxes in the jurisdictions disclosed in the applicable Lease Supplement or amendment thereto.

(j) As of the applicable Lease Closing Date for each Accepted Project, Lessor has good title to, and is the owner of, all components of the PV System included in such Accepted Project, free and clear of all Liens, except for Permitted Liens.

(k) Except as set forth on Schedule 2 or as disclosed in any Lease Supplement or amendment thereto, there is no agreement, contract, undertaking, instrument, arrangement, understanding, right, obligation, or other commitment, whether written or oral, between Lessor or any of its Affiliates, on the one hand, and any Host Customer or any of its Affiliates, on the other hand, relating to any Accepted Project that would amend, modify or supplement the terms of the Customer Agreement for such Accepted Project.

(l) Lessor has delivered to the provider of the applicable Cost Segregation Report all invoices and other documentation relating to the total cost of goods and services expended with respect to each Accepted Project.

(m) As of the Lease Closing Date with respect to any Accepted Project, no Person has requested or received, with respect to such Accepted Project, any PTO Permit.

(n) The Construction Revolver Collateral Agent does not hold any Lien over the equity interests in either (i) Lessor or (ii) any entity (including any disregarded entity for U.S. federal income tax purposes) that directly or indirectly owns an interest in Lessor,

other than an entity that is a taxable C corporation (as defined in the Code) or owns all of its interests in Lessor through such a taxable C corporation.

ARTICLE X.
MISCELLANEOUS PROVISIONS

10.1 Amendment and Modification. This Agreement may be amended, modified or supplemented only by written agreement of Lessee and Lessor.

10.2 Survival. The provisions of Article 7, Section 8.2 and any other provision of this Agreement and the other Transaction Documents that, by its terms, survives the termination of this Agreement shall survive pursuant to such terms.

10.3 Waiver of Compliance; Consents.

(a) Except as otherwise provided in this Agreement, any failure of any of the Parties to comply with any obligation, covenant, agreement or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but any such waiver of such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent failure to comply therewith.

(b) Lessor hereby discloses that the beneficial ownership of the Lessor includes R/C Solar Blocker II (TE1), L.P., a Delaware limited partnership, which, absent a timely and valid election under Section 168(h)(6)(F)(ii) of the Code, would be considered a "tax-exempt controlled entity" within the meaning of Section 168(h) of the Code for all taxable years, including the 2014 taxable year. Notwithstanding such disclosure, Lessor covenants that the representations and warranties in the Transaction Documents (including, but not limited to, Section 9.1(a)) are part of its bargain with the Lessee. The rights of Lessee, any Lessee Indemnitee or any Lessee Owner on the one hand, or Lessor, any Lessor Indemnitee or any Lessor Owner on the other, to indemnification or any other remedy under the Transaction Documents shall not be waived or treated as waived (absent bad faith or fraud and unless such waiver is in writing) by reason of any knowledge that any such party or any of their Affiliates (or any employee, agent or representative thereof) had or may have acquired, or could have acquired, whether before, on or after the Closing Date, nor by any investigation or due diligence by or on behalf of any such party or any of their Affiliates (or any employee, agent or representative thereof) with respect to any matter that may be the subject of such indemnification or other remedy. The Lessee has entered into this transaction in express reliance upon the accuracy and completeness of (i) the representations, warranties and certifications by Lessor or any of its Affiliates, or any Covered Servicer or any of its Affiliates, in any Transaction Document, any Customer Agreement or EPC Agreement or any document, certification, statement or exhibit delivered in connection with any of the foregoing and (ii) any factual information (including any factual assumptions included in the Base Case Model, but excluding any projections with respect to the Base Case Model) provided by Lessor or any of its Affiliates to an appraiser in connection with an Appraisal or to the provider of any Cost Segregation Report or to the Independent Engineer. Without limiting the immediately prior sentence, regardless of any such reliance, and regardless of any investigation made (or not made), or any due diligence

conducted (or not conducted), by or on behalf of Lessee, any Lessee Indemnitee or any Lessee Owner, and regardless of the results of any such investigation or due diligence, Lessee has entered into this transaction in express reliance upon Lessor's obligation to indemnify Lessee, each Lessee Indemnitee and each Lessee Owner under Article VII of the Master Lease Agreement (and SunEdison's obligation to indemnify Lessee, its Affiliates and each Lessee Owner under the Indemnity) and, for the avoidance of doubt, the Lessor has entered into this transaction on express reliance upon the Lessee's obligation to indemnify Lessor and each Lessor Indemnitee under Article VII of the Master Lease Agreement regardless of any reliance, investigation made (or not made) or due diligence conducted (or not conducted).

10.4 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when received if delivered personally, via electronic mail or by facsimile transmission with completed transmission acknowledgment, or when delivered or when delivery is refused if mailed by overnight delivery via a nationally recognized courier or registered or certified first class mail (return receipt requested), postage prepaid, to the recipient Party at its address (or at such other address or facsimile number for a Party as shall be specified by like notice; provided, however, that notices of a change of address shall be effective only upon receipt thereof):

(a) If to Lessor, to:

SunE Solar XVI Lessor, LLC
12500 Baltimore Avenue
Beltsville, MD 20705
Attention: General Counsel, TerraForm Power, LLC
Facsimile: +1 (240) 264-8100

(b) If to Lessee, to:

c/o SunE XVI Manager, LLC as Manager
12500 Baltimore Avenue
Beltsville, MD 20705
Attention: General Counsel, TerraForm Power, LLC
Facsimile: +1 (240) 264-8100

With copy to each of:

Citicorp North America, Inc.
390 Greenwich St, 1st floor
NY, NY 10013
Attention: Steve Vierengel
Email: neha.gaddam@citi.com and steven.vierengel@citi.com

Barclays Capital Holdings Inc.
c/o Barclays
745 Seventh Ave
New York, NY 10019

Attention: The Directors
Email: michael.gray@barclays.com

10.5 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either Party, whether by operation of law or otherwise, without the prior written consent of the other Party, such consent not to be unreasonably withheld. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns (including by operation of law).

10.6 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of New York without giving effect to conflict of law principles as to all matters, including matters of validity, construction, effect, performance and remedies. THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT IN NEW YORK, NEW YORK, WITH RESPECT TO ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATING TO A DISPUTE AND FOR ANY COUNTERCLAIM WITH RESPECT THERETO.

10.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile will be considered original signatures, and each Party shall thereafter promptly deliver original signatures to the other Party.

10.8 Interpretation. The articles, section and schedule headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Agreement.

10.9 Schedules and Exhibits. Except as otherwise provided in this Agreement, all exhibits and schedules referred to herein are intended to be and hereby are specifically made a part of this Agreement. Any matter or item disclosed pursuant to any schedule shall be deemed to be disclosed for all purposes under this Agreement reasonably related thereto and any matter disclosed in one schedule will be deemed disclosed with respect to another schedule if such disclosure is made in such a way as to make its relevance with respect to such other schedule readily apparent.

10.10 Entire Agreement. The Transaction Documents and the exhibits, schedules, documents, certificates and instruments referred to therein, embody the entire agreement and understanding of the Parties in respect of the transactions contemplated by this Agreement.

10.11 Construction of Agreement. The terms and provisions of this Agreement represent the results of negotiations between Lessee and Lessor, each of which has been represented by counsel of its own choosing, and neither of which has acted under duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions of

this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and Lessee and Lessor hereby waive the application in connection with the interpretation and construction of this Agreement of any rule of law to the effect that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the Party whose attorney prepared the executed draft or any earlier draft of this Agreement.

10.12 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party.

10.13 Attorney's Fees. If any action or proceeding to enforce this Agreement or any provision hereof is brought by any Party, the prevailing party shall be entitled to recover from the non-prevailing Party its reasonable attorneys' fees and its costs and expenses of suit, and reasonable consultants' fees. In the event that any Party secures a judgment in any proceeding brought to enforce or interpret this Agreement, then any cost of expense incurred in enforcing or in successfully appealing from such judgment, including actual attorneys' fees shall be paid by the Party against whom such judgment has been rendered or against whom an appeal is won, and shall be recoverable separately from and in addition to any other amount included in such judgment.

10.14 Post-Default Interest. Amounts payable hereunder that are not paid when due shall bear interest at a rate of six percent (6)% per annum (or the highest rate permissible under Applicable Law, if less) from the date such payment is due until paid (the "Post-Default Rate").

10.15 Article 2-A of the Uniform Commercial Code. TO THE FULLEST EXTENT NOW OR HEREAFTER PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL OF THE RIGHTS AND REMEDIES CONFERRED UPON A LESSEE UNDER SECTIONS 2-A-508 THROUGH 522 OF THE UNIFORM COMMERCIAL CODE OF ANY APPLICABLE STATE (EXCEPT ANY RIGHTS OF LESSEE ARISING AS A RESULT OF A LESSOR DEFAULT OR REPUDIATION OF THIS AGREEMENT BY LESSOR (PROVIDED THAT THIS PARENTHETICAL SHALL NOT REDUCE LESSEE'S RIGHTS OR OBLIGATIONS UNDER ANY OTHER PROVISION HEREOF)). TO THE FULLEST EXTENT NOW OR HEREAFTER PERMITTED BY APPLICABLE LAW, LESSOR HEREBY WAIVES ALL OF THE RIGHTS AND REMEDIES CONFERRED UPON A LESSOR UNDER SECTION 2-A-407 AND SECTIONS 2-A-523 THROUGH 532 OF THE UNIFORM COMMERCIAL CODE OF ANY APPLICABLE STATE (EXCEPT ANY RIGHTS OF LESSOR ARISING AS A RESULT OF A LEASE EVENT OF DEFAULT OR REPUDIATION OF THIS AGREEMENT BY LESSEE (PROVIDED THAT THIS PARENTHETICAL SHALL NOT REDUCE LESSOR'S RIGHTS OR OBLIGATIONS UNDER ANY OTHER PROVISION HEREOF)). LESSEE AND LESSOR HEREBY ACKNOWLEDGE AND AGREE THAT THE FOREGOING HAS BEEN NEGOTIATED. THE PARTIES INTEND THAT THIS AGREEMENT SHALL BE TREATED AS A FINANCE LEASE FOR PURPOSES OF SUCH ARTICLE 2A.

[Signature Pages Follow]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be signed by their respective duly authorized officers as of the Effective Date.

LESSOR:

SUNE SOLAR XVI LESSOR, LLC,

By: _____
Name: _____
Title: _____

LESSEE:

DG SOLAR LESSEE II, LLC,

[redacted]

By: [redacted]
Name: [redacted]
Title: [redacted]

[redacted]

By: [redacted]
Name: [redacted]
Title: [redacted]