



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

JASON ALDRIDGE, derivatively on
behalf of TERRAFORM GLOBAL,
INC.,

Plaintiff,

v.

PETER BLACKMORE,
CHRISTOPHER COMPTON, HANIF
DAHYA, and JACK JENKINS-
STARK,

Defendants,

-and-

TERRAFORM GLOBAL, INC.,

Nominal Defendant.

C.A. No. 12196-CB

STIPULATION OF SETTLEMENT

This Stipulation of Compromise and Settlement (“Stipulation”) is made and entered into as of July 21, 2017, and is intended to fully, finally, and forever resolve, discharge, and settle the Released Claims (defined below) as set forth in paragraph 1.9 below. The Parties to this Stipulation are: (i) Jason Aldridge (“Mr. Aldridge” or “Plaintiff”), derivatively on behalf of TerraForm Global, Inc.; (ii) Peter Blackmore, Christopher Compton, Jack Stark, and Hanif Dahya (the “Individual Defendants”); and (iii) nominal defendant TerraForm Global, Inc. (“GLBL” or the “Company,” and together with the Individual Defendants, the

“Defendants”) (collectively with Plaintiff, the “Parties”). This Stipulation sets forth the terms and conditions of the settlement of the above-captioned action (the “Action”) reached by the Parties (the “Settlement”), subject to the approval of the Court of Chancery of the State of Delaware (the “Court”).

Summary of the Proceedings

A. On November 20, 2015, GLBL’s parent and controlling stockholder, SunEdison, Inc. (“SunEdison”), designated three additional directors to the GLBL board of directors (the “Board”) (Individual Defendants Blackmore, Compton, and Stark). Shortly after SunEdison made these designations, the Board held a meeting. At this meeting, Ahmad Chatila, SunEdison’s President and CEO, who was also Chairman of the Board, resigned as Chairman of GLBL (but not as a director). Following his resignation as Chairman, Mr. Chatila told the Board that the Board needed to reconstitute the Corporate Governance and Conflicts Committee (the “Conflicts Committee”), which was then comprised of Individual Defendant Dahya, and non-party Mark Lerdal. Messrs. Dahya and Lerdal shall be referred to as the “Old Conflicts Committee.” Following this discussion, the Board removed Messrs. Dahya and Lerdal from the Conflicts Committee and appointed Individual Defendants Blackmore, Compton, and Stark to the Conflicts

Committee. Messrs. Blackmore, Compton and Stark shall be referred to as the “New Conflicts Committee.”

B. Following the Board meeting, on November 20, 2015, the New Conflicts Committee preliminarily approved a transaction whereby GLBL agreed to purchase certain yet-to-be-completed renewable energy projects (the “India Assets”) from an affiliate of SunEdison in exchange for a prepayment of \$231 million in cash (the “India Transaction”). The New Conflicts Committee agreed with SunEdison that the New Conflicts Committee would have 10 business days to further evaluate and potentially cancel the India Transaction. The New Conflicts Committee also agreed with SunEdison that GLBL would pay only \$150 million of the \$231 million purchase price for the India Assets on November 20, 2015, and that if the New Conflicts Committee chose to cancel the India Transaction during the 10-business-day lookback period, SunEdison would refund that amount to GLBL. Plaintiff alleged that this 10-business-day lookback period was illusory because SunEdison would not have been able to refund the \$150 million that had been prepaid.

C. Between November 20, 2015, and December 1, 2015, the New Conflicts Committee negotiated certain changes to the terms of the India Transaction.

D. On December 1, 2015, the New Conflicts Committee approved the India Transaction, subject to the approval of the GLBL Board.

E. Subsequently on December 1, 2015, the full GLBL Board (including the Individual Defendants) unanimously approved the India Transaction, and GLBL paid the remaining \$81 million of the purchase price for the India Assets to SunEdison.

F. On January 22, 2016, Plaintiff, a stockholder of GLBL, served a demand on GLBL pursuant to 8 *Del. C.* § 220 to inspect certain relevant books and records in order to investigate potential breaches of fiduciary duty in connection with approval of the India Transaction. GLBL produced documents in response to the demand on April 4, 2016.

G. On April 3, 2016, GLBL filed a Verified Complaint (the “GLBL-SunEdison Complaint”) in this Court against SunEdison (along with a wholly owned SunEdison subsidiary) and three directors of GLBL who were also executives of SunEdison, including Mr. Chatila (the “GLBL-SunEdison Action”). *See TerraForm Global, Inc. v. SunEdison, Inc., et al.*, C.A. No. 12159-VCL (Del. Ch.). None of the Individual Defendants was named as a defendant in the GLBL-SunEdison Complaint. The GLBL-SunEdison Complaint asserted claims for breach of fiduciary duty against all defendants named in the GLBL-SunEdison

Action, as well as breach of contract and various other claims against SunEdison and its subsidiary, in connection with the India Transaction.

H. On April 12, 2016, Plaintiff filed a Verified Stockholder Derivative Complaint (the “Complaint”) in this Court. The Complaint asserted derivative claims, brought on behalf of the Company, for breach of fiduciary duty against the Individual Defendants (*i.e.*, the members of GLBL’s Board who were not employees of SunEdison) in connection with the approval of the India Transaction.

I. On April 21, 2016, SunEdison along with certain of its subsidiaries and affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code (the “SunEdison Bankruptcy”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). *See In re SunEdison, Inc., et al.*, Case No. 16-10992 (Bankr. S.D.N.Y.), ECF 1.

J. On May 5, 2016, GLBL moved to dismiss the Complaint. On June 28, 2016, GLBL withdrew its motion.

K. On May 16, 2016, Mr. Dahya filed a motion to dismiss the Complaint as to claims asserted against him. On May 31, 2016, the other three Individual Defendants (Messrs. Blackmore, Compton, and Stark) filed an answer to the Complaint.

L. In June 2016, Plaintiff served document requests on Defendants, and interrogatories on Individual Defendants Blackmore, Compton, and Stark.

M. In July 2016, Defendants served responses and objections to Plaintiff's document requests, and Individual Defendants Blackmore, Compton, and Stark served responses and objections to the interrogatories directed to them. The Parties subsequently engaged in meet-and-confers regarding Defendants' production of documents.

N. Between July 8 and September 2, 2016, Plaintiff and Mr. Dahya briefed Mr. Dahya's motion to dismiss the Complaint as to claims asserted against him.

O. On or about September 27, 2016, GLBL consented to a sale of the India Assets by certain of SunEdison's affiliates to a third party, on condition that GLBL would receive a portion of the proceeds of the sale and retain all claims against SunEdison and its affiliates relating to the India Transaction. As a result of this transaction, GLBL recovered approximately \$6.7 million in relation to the India Assets.

P. On October 5, 2016, Plaintiff served a subpoena *duces tecum* on SunEdison. SunEdison served responses and objections to the subpoena on November 4, 2016. Thereafter, SunEdison refused to comply with the subpoena

duces tecum on the grounds that, *inter alia*, the Action was subject to a pending adversary proceeding (described in the next paragraph) seeking relief under 11 U.S.C. §§ 362 and 105(a).

Q. On November 2, 2016, the Official Committee of Unsecured Creditors of SunEdison, Inc. and its affiliated, jointly-administered debtors and debtors-in-possession (the “UCC”) filed a complaint in the Bankruptcy Court (the “D&O Adversary Complaint”) seeking relief under 11 U.S.C. §§ 362 and 105(a). *See Official Committee of Unsecured Creditors v. Juan M. Rodriguez Beltran, et al.*, Adv. Proc. No. 16-01257 (Bankr. S.D.N.Y.), ECF 1. The D&O Adversary Complaint named as defendants a number of entities and individuals (including Mr. Aldridge) who were plaintiffs in various actions pending in various state and federal courts throughout the country (the “D&O Actions”). The D&O Actions asserted claims against current and former directors of SunEdison, GLBL, and another SunEdison subsidiary, TerraForm Power, Inc. (“TERP”).

R. At the relevant time, SunEdison, GLBL, and TERP shared a common directors-and-officers insurance tower (the “ABC Tower”). Through the D&O Adversary Complaint, the UCC sought to stay the prosecution of the D&O Actions, including this Action, in order to, *inter alia*, control the dispersal of the proceeds of the ABC Tower. At the relevant time, GLBL also maintained a Side A

“difference in conditions” policy solely for the benefit of its officers and directors that would provide coverage if the ABC Tower were exhausted or otherwise unavailable for certain specified reasons (“Side A DIC Tower”).

S. On November 2, 2016, the UCC filed a motion for the enforcement of the automatic stay against certain litigation involving current and former directors and officers of Debtors (the “UCC Stay Motion”). *See Official Committee of Unsecured Creditors v. Juan M. Rodriguez Beltran, et al.*, Adv. Proc. No. 16-01257 (Bankr. S.D.N.Y.), ECF 2.

T. On November 4, 2016, the UCC filed a motion for standing to prosecute certain claims on behalf of the Debtors’ estates and for settlement authority (the “UCC Standing Motion”). *See In re SunEdison, Inc., et al.*, Case No. 16-10992 (Bankr. S.D.N.Y.), ECF 1550.

U. On November 23, 2016, the Debtors filed a response to the UCC Stay Motion and UCC Standing Motion, and also filed a request (a) for limited relief from the automatic stay, (b) to compel the relevant parties to participate in a global mediation, and (c) for a temporary stay with respect to Debtors’ current and former directors and officers (together with the Debtors’ response to the UCC Stay Motion and the UCC Standing Motion, the “Debtors’ Response”). *See In re SunEdison, Inc., et al.*, Case No. 16-10992 (Bankr. S.D.N.Y.), ECF 1664; *Official Committee*

of Unsecured Creditors v. Juan M. Rodriguez Beltran, et al., Adv. Proc. No. 16-01257 (Bankr. S.D.N.Y.), ECF 11.

V. On December 1, 2016, Mr. Aldridge filed in the Bankruptcy Court a memorandum in opposition to the UCC Stay Motion and the Debtors' Response. *See Official Committee of Unsecured Creditors v. Juan M. Rodriguez Beltran, et al.*, Adv. Proc. No. 16-01257 (Bankr. S.D.N.Y.), ECF 27.

W. On December 8, 2016, the Court held oral argument on Mr. Dahya's motion to dismiss the Complaint as to the claims asserted against him. In a ruling from the bench, the Court denied Mr. Dahya's motion to dismiss.

X. On December 14, 2016, GBLB produced more than 30,000 pages of documents, which Plaintiff's Counsel has reviewed.

Y. On December 28, 2016, the Bankruptcy Court entered a Consent Order in which the parties to the D&O Actions, including the Parties to this Action, agreed to stay prosecution of their respective actions until March 31, 2017, to pursue a global mediation of their respective claims. *See Official Committee of Unsecured Creditors v. Juan M. Rodriguez Beltran, et al.*, Adv. Proc. No. 16-01257 (Bankr. S.D.N.Y.), ECF 61. The Parties notified this Court of the Consent Order and the stay on December 29, 2016.

Z. On February 10, 2017, the Parties to this Action, along with the parties in the other D&O Actions and representatives of the D&O insurers, attended a mediation session with the Honorable Layn R. Phillips and members of his staff (“Mediator”). In advance of the mediation session, each of Mr. Aldridge, Messrs. Blackmore, Compton, and Stark, and GLBL submitted mediation and reply mediation statements to the Mediator. The Parties participated in an additional in-person mediation session with the Mediator on February 27, 2017.

AA. Following the February 10 and 27 mediation sessions, the Parties continued to negotiate a potential settlement of the Action, both directly and through the Mediator.

BB. On March 7, 2017, GLBL announced that it had entered into a definitive merger agreement pursuant to which Brookfield Asset Management Inc. (“Brookfield”) will acquire GLBL for approximately \$787 million in cash and will assume approximately \$455 million in net debt (the “GLBL-Brookfield Merger”). As of the date of this Stipulation, the conditions precedent to consummation of the GLBL-Brookfield Merger have not been satisfied, including the settlement (to

Brookfield’s satisfaction) of certain pending securities actions brought by GLBL stockholders (the “GLBL Securities Actions”).¹

CC. SunEdison controls approximately 98% of GLBL’s voting power and owns stock representing approximately a 35.2% economic interest in GLBL. Under the terms of the proposed GLBL-Brookfield Merger, as announced, SunEdison will receive only 25% of the proceeds of the GLBL-Brookfield Merger, in consideration for the release of certain claims by GLBL against SunEdison (and the reciprocal release of certain claims by SunEdison against GLBL), including the release of the claims asserted by GLBL against SunEdison in the GLBL-SunEdison Complaint relating to the India Transaction. As a result of this settlement (the “GLBL-SunEdison Settlement”), in the event that the GLBL-Brookfield Merger is consummated, GLBL stockholders other than SunEdison will receive approximately \$80 million more value than they would have received if the

¹ The GLBL Securities Actions are certain cases in which GLBL has been named as a defendant, and which have been consolidated in multidistrict litigation in the U.S. District Court for the Southern District of New York under the caption *In re SunEdison, Inc. Securities Litigation*, MDL No. 2742 (PKC). The GLBL Securities Actions are: *In re TerraForm Global, Inc.*, No. 1:16-cv-07981 (S.D.N.Y.); *Glenview Capital Partners, L.P., v. SunEdison Inc., et al.*, No. 1:16-cv-08032 (S.D.N.Y.); *Omega Capital Investments, L.P. v. SunEdison, Inc., et al.*, No. 1:16-cv-07428 (S.D.N.Y.); *Oklahoma Firefighters Pension & Retirement System v. SunEdison, Inc., et al.*, No. 1:16-cv-07995 (S.D.N.Y.); *Kingdon Associates, et al. v. TerraForm Global, Inc., et al.*, No. 1:16-cv-08204 (S.D.N.Y.); *Canyon Capital Advisors LLC, et al. v. TerraForm Global, Inc., et al.*, No. 1:16-cv-09171 (S.D.N.Y.); and *VMT II, LLC v. TerraForm Global, Inc., et al.*, No. 1:16-cv-08204 (S.D.N.Y.).

merger consideration were allocated among GLBL's stockholders *pro rata* according to their economic interests in GLBL.

DD. On March 13, 2017, upon the request of the Mediator, Mr. Aldridge submitted to the Mediator a supplemental submission in support of his claims.

EE. Following the expiration of the stay imposed by the Consent Order, Plaintiff's Counsel engaged with counsel for SunEdison in a series of meet-and-confers with respect to SunEdison's responses and objections to the subpoena that Plaintiff served on SunEdison.

FF. On May 11, 2017, Mr. Aldridge filed in the Bankruptcy Court a motion to compel SunEdison to produce documents pursuant to the subpoena previously served by him on SunEdison. *See In re SunEdison, Inc., et al.*, Case No. 16-10992 (Bankr. S.D.N.Y.), ECF 3033.

GG. Also on May 11, 2017, Mr. Aldridge filed in the Bankruptcy Court an objection to the Debtors' motion for entry of an order (a) approving the adequacy of the debtors' disclosure statement; (b) approving solicitation and notice procedures with respect to confirmation of the debtors' joint proposed plan; (c) approving the form of various ballots and notices in connection therewith; and (d) scheduling certain dates. *See In re SunEdison, Inc., et al.*, Case No. 16-10992 (Bankr. S.D.N.Y.), ECF 3032 (the "Solicitation Approval Motion"). Both before

filing this objection as well as thereafter, counsel for Mr. Aldridge participated in a number of teleconferences with Debtors' counsel concerning revisions to the Debtors' proposed joint plan of reorganization to resolve Mr. Aldridge's objections. Ultimately, the Debtors filed further iterations of the Debtors' joint plan of reorganization, resolving some of Mr. Aldridge's objections.

HH. Plaintiff's Counsel also appeared at hearings on May 26, June 1, and June 6, 2017 before the Bankruptcy Court concerning the approval of the Solicitation Approval Motion.

II. On May 31, 2017, Individual Defendants Blackmore, Compton and Stark produced an additional 459 pages of documents, which Plaintiff's Counsel has reviewed.

JJ. On June 2, 2017, Individual Defendants Blackmore, Compton and Stark served Plaintiff with their first request for the production of documents.

KK. Throughout this period, the Parties continued to engage in settlement negotiations, both directly and through the Mediator.

LL. On June 15, 2017, the Parties reached an agreement in principle to settle the Action. The Parties notified the Court of this agreement on June 29, 2017.

MM. On June 28, 2017, the Bankruptcy Court entered an order authorizing the Debtors to settle claims that had been filed against certain current and former officers and directors of SunEdison by the UCC, and permitting GLBL, TERP, and the Individual Defendants to draw up to \$32 million of the ABC Tower to fund the settlement of certain litigation pending against them, including this Action and the GLBL Securities Actions. *See In re SunEdison, Inc., et al.*, Case No. 16-10992 (Bankr. S.D.N.Y.), ECF 3453.

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

NN. Plaintiff maintains that the claims asserted in the Action have merit, but also believes that the Settlement set forth below provides substantial and immediate benefits for GLBL. In addition to these substantial benefits, Plaintiff and his counsel have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Action; (ii) the probability of success on the merits; (iii) possible defenses to the claims asserted in the Action; (iv) the approximately \$6.7 million recovered by GLBL through the sale of the India Assets; (v) the substantial additional funds to be recovered for GLBL's stockholders, other than SunEdison, through the GLBL-SunEdison Settlement, in the event that the GLBL-Brookfield Merger is consummated; (vi) the pendency of a parallel action through which GLBL is prosecuting claims arising from the same

underlying transaction as the Action (*i.e.*, the India Transaction) against former GLBL directors and officers other than the Individual Defendants; (vii) the desirability of permitting the Settlement to be consummated according to its terms; (viii) the expense and length of continued proceedings necessary to prosecute the Action through trial and appeals; and (ix) the likelihood of monetary recovery to the extent Plaintiff were able to secure a monetary judgment against one or more of the Defendants.

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

PP. Defendants, however, recognize the uncertainty and the risk inherent in any litigation, and the difficulties and substantial burdens, expense, and length of time that may be necessary to defend this proceeding through the conclusion of discovery, summary judgment motions, trial, post-trial motions, and appeals.

Defendants wish to eliminate the uncertainty, risk, burden, and expense of further litigation, and to permit the operation of GLBL without further distraction and diversion of its directors and executive personnel with respect to the Action. Defendants thus acknowledge that the Stipulation provides a benefit to GLBL. Defendants have therefore determined to settle the Action on the terms and conditions set forth in this Stipulation and to put the Released Claims to rest finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages.

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

I. DEFINITIONS

1.1. “Current GLBL Stockholder” or “Current GLBL Stockholders” means any Person or Persons who are record or beneficial owners of GLBL common stock as of the date of this Stipulation, excluding SunEdison, the Individual Defendants, the current and former officers and directors of GLBL, members of their immediate families, and their legal representatives, heirs,

successors, or assigns, and any entity in which the Individual Defendants have a controlling interest.

1.2. “Defendants’ Counsel” means Morris, Nichols, Arsht & Tunnell LLP; Wachtell, Lipton, Rosen & Katz; Young Conaway Stargatt & Taylor, LLP; and Wilmer Cutler Pickering Hale & Dorr LLP.

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

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

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

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

1.7. “Person” means a natural person, individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, joint venture, joint stock company, estate, legal representative, trust,

unincorporated association, government, or any political subdivision or agency thereof, any business or legal entity, and any spouse, heir, legatee, executor, administrator, predecessor, successor, representative, or assign of any of the foregoing.

1.8. “Plaintiff’s Counsel” means Grant & Eisenhofer, P.A., Friedman Oster & Tejtell PLLC, and Andrews & Springer LLC.

1.9. “Released Claims” means and includes any and all claims for relief or causes of action, debts, demands, rights, or liabilities whatsoever, known or unknown, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, in any court, tribunal, forum, or proceeding, that (i) were asserted in the Action or that could have been asserted based on the facts alleged in Action or (ii) arise out of or relate to the India Transaction; provided, however, that Released Claims do not include (i) any claims asserted by GLBL against SunEdison and/or its affiliates in the SunEdison Bankruptcy or (ii) any claims belonging to GLBL against any defendant named in the GLBL-SunEdison Complaint.

1.10. “Released Persons” means GLBL and the Individual Defendants, together with their insurers, predecessors, successors, subsidiaries, affiliates, agents, attorneys, and each of their past or present officers, directors, and

employees; provided, however, that Released Persons shall not include any defendants named in the GLBL-SunEdison Complaint.

1.11. “Plaintiff Released Claims” means and includes any and all claims for relief or causes of action, debts, demands, rights, or liabilities whatsoever, known or unknown, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, against any Plaintiff Released Person(s) arising from or relating in any way to Plaintiff’s prosecution of and participation in the Action or his conduct as derivative plaintiff in the Action.

1.12. “Plaintiff Released Persons” means Jason Aldridge, and his respective past, present, or future family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employees, fiduciaries, partners, advisors, consultants, attorneys, personal or legal representatives, accountants, and associates.

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

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

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

II. TERMS OF SETTLEMENT AND RELEASES

A. SETTLEMENT CONSIDERATION

2.1. At least ten (10) business days before the date set by the Court for the Settlement Hearing, or within ten (10) business days of the date when the condition in paragraph 2.3 is satisfied, whichever is later, the Individual Defendants shall cause their insurers to pay into an escrow account controlled by Plaintiff’s Counsel (the “Pre-Hearing Escrow Account”) the amount of twenty million U.S. dollars (the “Settlement Payment”); provided, however, that in no event shall the insurers be required to make the Settlement Payment to the Pre-Hearing Escrow Account any earlier than ten (10) business days after the insurers receive the necessary payment information for the Pre-Hearing Escrow Account, including wire transfer instructions, check payee information, and a mailing address.

2.2. Within ten (10) business days of the Effective Date, the Settlement Payment, minus the amount of any Fee Award (defined below) (the “Net Settlement Amount”), will be paid from the Pre-Hearing Escrow Account to the Company. No later than the Effective Date, the Company will provide wire

instructions to Plaintiff's Counsel for payment of the Net Settlement Amount from the Pre-Hearing Escrow Account. If the Settlement is not approved (or reversed or vacated on appeal by final non-appealable order), the Net Settlement Amount (along with any portion of the Fee Award returned to the Pre-Hearing Escrow Account pursuant to paragraph 3.4 below) will be returned to the Individual Defendants' insurers.

2.3. The Settlement is conditioned on approval by the Bankruptcy Court that the Individual Defendants' insurers may fund the \$20 million Settlement Payment out of the ABC Tower or, if such approval is not obtained, in whole or in part, confirmation that insurers in the Side A DIC Tower will fund the amount that is unavailable from the ABC Tower. If necessary, the Individual Defendants shall use their reasonable best efforts to obtain such confirmation from the insurers in the Side A DIC Tower. In the event the condition in this paragraph 2.3 is not satisfied, this Stipulation and Settlement shall be null and void.

B. USE OF SETTLEMENT FUNDS

2.4. GLBL agrees that until such time as all of the GLBL Securities Actions have been dismissed, settled, or otherwise resolved, GLBL will apply the funds it receives from the Net Settlement Amount toward any settlement of the GLBL Securities Actions that may hereafter be negotiated and agreed.

C. RELEASES

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

2.6. Upon the Effective Date, GLBL, Plaintiff (derivatively on behalf of GLBL), and each and every Current GLBL Stockholder claiming by, through, in the right of, derivatively, or on behalf of GLBL shall have and by operation of the Judgment shall be deemed to have fully, finally, and forever released, relinquished, and discharged any and all of the Released Claims against the Released Persons. Nothing contained herein shall be construed to release any claims against the Released Persons arising from conduct occurring after July 21, 2017.

2.7. Notwithstanding the release described above, nothing herein shall affect any rights with respect to past or future indemnification or advancement or payment of past or future legal fees and defense costs arising under and pursuant to any Released Person's respective advancement or indemnification agreements with GLBL, GLBL's certificate of incorporation or by-laws, any insurance policy covering GLBL and its current and former officers and directors, applicable law, equity, or other contract or applicable insurance.

2.8. Upon the Effective Date, both the Individual Defendants and GLBL shall have and by operation of the Judgment and this Agreement shall be deemed

to have fully, finally, and forever released, relinquished, and discharged any and all of the Plaintiff Released Claims against the Plaintiff Released Persons. Nothing contained herein shall be construed to release any claims against the Plaintiff Released Persons arising from conduct occurring after July 21, 2017. Furthermore, nothing herein shall be construed to release any claims directed against the Plaintiff Released Persons arising from conduct unrelated to the claims asserted in the Action or otherwise in any way unrelated to the subject matter of the Action.

2.9. Plaintiff, in his individual capacity, and derivatively on behalf of GLBL, acknowledges that he may discover facts in addition to or different from those now known or believed to be true with respect to the subject matter of the Released Claims, but that it is his intention to fully, finally, and forever settle and release with prejudice any and all of the Released Claims. Upon the Effective Date, Plaintiff, Plaintiff's Counsel, and GLBL shall have expressly waived and relinquished and, by operation of the Judgment, each and every Current GLBL Stockholder shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code § 1542 (and equivalent, comparable, or analogous provisions of the laws of the United States or any state or territory thereof, or of the common law). California Civil Code § 1542 provides that:

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

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

2.11. Nothing herein shall in any way modify, impair, or restrict the rights of the Parties to enforce the terms of the Settlement pursuant to this Stipulation.

III. ATTORNEYS' FEES AND EXPENSES

3.1. Plaintiff and Plaintiff's Counsel intend to petition the Court for an award of attorneys' fees and litigation expenses, based on benefits provided to the Company and its stockholders from the Settlement and the prosecution of the Action, to be paid from the Settlement Payment, and from no other source, which,

in the aggregate, does not exceed \$4.7 million. Defendants reserve the right to oppose a petition for such an award.

3.2. Plaintiff's Counsel also intend to apply for an incentive award for Mr. Aldridge in an amount not to exceed \$3,000, payable solely from the fees and expenses awarded by the Court.

3.3. Plaintiff's Counsel attorneys' fees and expenses, and any incentive award to Mr. Aldridge, that are awarded by the Court (the "Fee Award") will be paid to Plaintiff's Counsel from the Pre-Hearing Escrow Account. The Fee Award shall be paid to Plaintiff's Counsel at the same time as the Net Settlement Amount is paid to the Company.

3.4. If, after payment of the Fee Award, the Fee Award is reversed, vacated, or reduced by final non-appealable order, or the Settlement is terminated in accordance with the terms of this Stipulation, Plaintiff's Counsel shall, within ten (10) business days after receiving from Defendants' Counsel or from a court of appropriate jurisdiction notice of the termination of the Settlement or notice of any reduction of the Fee Award by final non-appealable order, make appropriate refunds or repayments to the escrow account that funded the Fee Award.

3.5. Court approval of the Stipulation is not in any way conditioned on Court approval of the fee and expense applications. Disallowance by the Court of

any application for fees and expenses, or any portion thereof, any appeal from any order relating thereto, and any modification or reversal on appeal of any such order, shall not operate to terminate or cancel the Stipulation or affect its other terms, including the releases in set forth herein, or affect or delay the finality of the Judgment approving the Stipulation.

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

IV. SCHEDULING ORDER AND SETTLEMENT HEARING

4.1. Immediately after execution of the Stipulation, Plaintiff shall submit the Stipulation together with its related documents to the Court, and shall apply to the Court for entry of the Scheduling Order, substantially in the form annexed hereto as Exhibit A.

4.2. No later than sixty (60) calendar days prior to the date the Court sets for the Settlement Hearing, GLBL shall cause the Notice, substantially in the form annexed hereto as Exhibit B, to be disseminated to stockholders by the same methods GLBL uses to disseminate its proxy statement in the ordinary course. The cost of the notice, as well as any out-of-pocket costs necessary to implement the Settlement, shall be borne by GLBL.

4.3. At least fifteen (15) business days prior to the Settlement Hearing, an affidavit attesting to compliance with the notice provisions set forth in the Scheduling Order shall be filed with the Court by GLBL.

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

V. STANDSTILL AGREEMENT

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

Stipulation. Plaintiff shall retain the ability to take any actions in the Debtors' bankruptcy cases reasonably necessary to protect this settlement from impairment under the Debtors' proposed joint plan of reorganization, as it may be amended in the future, and/or to preserve Mr. Aldridge's rights in the event the Stipulation does not become Final or no Effective Date occurs, for whatever reason; provided, however, that Plaintiff shall provide Defendants with at least two business days' advance notice before taking any such actions in the Debtors' bankruptcy cases or, if such notice is not reasonably practicable, with as much notice as is reasonably practicable.

5.2. Pending final determination of whether the Stipulation should be approved, the Parties agree not to institute, commence, prosecute, continue, or in any way participate in, whether directly or indirectly, representatively, individually, derivatively on behalf of GLBL, or in any other capacity, any action or other proceeding asserting any Released Claims against any Released Persons; provided, however, that this standstill agreement shall not impair or modify GLBL's rights in respect of SunEdison's bankruptcy proceedings; and provided further, for the avoidance of doubt, that nothing in this Stipulation restricts the right of GLBL to continue to prosecute the GLBL-SunEdison Action or bring any other claims (*i.e.*, other than the Released Claims against the Released Persons).

5.3. Nothing herein shall in any way modify, impair, or restrict the rights or obligations of any party to defend this Stipulation or to otherwise respond in the event any Person objects to the Stipulation, the proposed Judgment to be entered, and/or the fee and expense applications. Further, subject to paragraph 5.1, nothing herein shall in any way modify, impair, or restrict the rights or obligations of any Party to take any action in the SunEdison Bankruptcy to preserve the terms of this Agreement and the benefits of the Settlement.

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

VI. DISMISSAL OF ACTION

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

VII. MISCELLANEOUS PROVISIONS

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

7.2. The Parties understand and acknowledge that as of the time this Stipulation was executed, the GLBL-Brookfield Merger is pending. The Parties agree that the Settlement provides valuable benefits to GLBL regardless of whether the Settlement becomes effective prior to the consummation of the Brookfield-GLBL Merger, should that transaction occur. The Parties further agree that, subject to the Court's approval, consummation of the Brookfield-GLBL Merger will not affect the terms of this Stipulation or the validity or enforceability of the

Settlement. For the avoidance of doubt, this paragraph 7.2 shall prohibit any Party from arguing or asserting that consummation of the GLBL-Brookfield Merger eliminates or otherwise impacts Plaintiff's standing to enforce the terms of this Stipulation or the Settlement.

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

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

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

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

7.7. Plaintiff and Plaintiff's Counsel represent and warrant that Plaintiff has been and shall be a stockholder of GLBL at all relevant times, from the time of the events that are at the subject matter of the Action until the earlier of (i) this Stipulation and Settlement become final, and (ii) consummation of the GLBL-Brookfield Merger. Plaintiff's Counsel shall provide proof of Plaintiff's continuous ownership of GLBL's common stock to Defendants' Counsel promptly upon request.

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

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

7.10. The construction and interpretation of this Stipulation shall be governed by and construed in accordance with the laws of the State of Delaware

and without regard to the laws that might otherwise govern under principles of conflicts of law applicable hereto.

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

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

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

- (a) Exhibit A: Scheduling Order;
- (b) Exhibit B: Notice of Pendency of Derivative Action, Settlement Hearing, and Right To Appear;
and
- (c) Exhibit C: Order and Final Judgment.

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

Dated: July 21, 2017

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**FRIEDMAN OSTER & TEJTEL
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Spencer Oster
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Dated: July 21, 2017

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New York, NY 10019
(212) 403-1000

Dated: July 21, 2017

By:  _____

Martin S. Lessner (#3109)

Paul J. Loughman (#5508)

Meryem Y. Dede (#6148)

Young Conaway Stargatt & Taylor, LLP

1000 North King Street

Wilmington, DE 19801

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TerraForm Global, Inc. and Defendant
Hanif Dahya*

OF COUNSEL:

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EXHIBIT A

**IN THE COURT OF CHANCERY OF THE STATE OF
DELAWARE**

JASON ALDRIDGE, derivatively on
behalf of TERRAFORM GLOBAL,
INC.,

Plaintiff,

v.

PETER BLACKMORE,
CHRISTOPHER COMPTON, HANIF
DAHYA, and JACK JENKINS-
STARK,

Defendants,

-and-

TERRAFORM GLOBAL, INC.,

Nominal Defendant.

C.A. No. 12196-CB

SCHEDULING ORDER

WHEREAS, the Parties having applied, pursuant to Court of Chancery Rule 23.1, for an Order to approve the proposed Settlement, in accordance with the Stipulation of Settlement, dated as of July 21, 2017 (the "Stipulation"), which provides for the dismissal of the Action with prejudice upon the terms and conditions set forth in the Stipulation; the Court having read and considered the Stipulation and accompanying documents; the

Stipulation being sufficient to warrant notice to Current GLBL Stockholders; and all parties having consented to the entry of this Order,

NOW, THEREFORE, this __ day of _____, 2017, upon application of the parties, **IT IS HEREBY ORDERED:**

1. Except for terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Order.

2. The Settlement Hearing shall be held before The Honorable Andre G. Bouchard on October 10, 2017, at 10:00 a.m., at the Leonard L. Williams Justice Center (formerly the New Castle County Courthouse), 500 North King Street, Wilmington, Delaware 19801 to (a) determine whether Jason Aldridge has adequately represented the interests of GLBL and its stockholders; (b) determine whether the Settlement should be approved by the Court as fair, reasonable, adequate, and in the best interests of GLBL and its stockholders; (c) determine whether the Court should enter an Order and Final Judgment substantially in the form attached as Exhibit C to the Stipulation dismissing the Action with prejudice, and releasing, barring, and enjoining prosecution of any and all Released Claims against the Released Persons; (d) consider the application (i) by Plaintiff's Counsel for an award of attorneys' fees and expenses and (ii) by Plaintiff for

an incentive fee award for Plaintiff; (e) hear and determine any objections to the Settlement or the application (i) by Plaintiff's Counsel for an award of attorneys' fees and expenses and (ii) by Plaintiff for an incentive fee award; and (f) rule on such other matters as the Court may deem appropriate.

3. The Court reserves the right to adjourn and reconvene the Settlement Hearing, including consideration of the application for attorneys' fees and expenses, without further notice to Current GLBL Stockholders other than by announcement at the Settlement Hearing or any adjournment thereof.

4. The Court reserves the right to approve the Settlement at or after the Settlement Hearing with such modifications as may be consented to by the Parties and without further notice to Current GLBL Stockholders.

5. The Court approves the form, content, and requirements of the Notice and finds that the form and manner of notice specified herein is the best notice reasonably practicable under the circumstances and constitutes due and sufficient notice of the Settlement Hearing, and all matters relating to the Settlement, to all persons entitled to receive such notice, and fully satisfies the requirements of Chancery Court Rule 23.1 and due process.

6. No later than sixty (60) calendar days before the date set by the Court for the Settlement Hearing (the “Notice Date”), GLBL shall cause the Notice, substantially in the form attached to the Stipulation as Exhibit B, to be disseminated to GLBL stockholders by the same methods GLBL uses to disseminate its proxy statement in the ordinary course. All Current GLBL Stockholders who are record holders of GLBL common stock on behalf of beneficial owners are directed to forward the Notice promptly to the beneficial owners of those securities, as set forth in the Notice.

7. No later than the Notice Date, GLBL shall also file a copy of the Notice as an exhibit to a Form 8-K with the U.S. Securities and Exchange Commission.

8. GLBL shall pay any and all costs and expenses related to providing notice of the proposed Settlement (“Notice Costs”) regardless of whether the Effective Date shall occur, and in no event shall Plaintiff, any other GLBL stockholder, the Individual Defendants, or their attorneys be responsible for any such Notice Costs.

9. No later than fifteen (15) calendar days before the Settlement Hearing, GLBL shall file proof of the dissemination of the Notice as directed herein.

10. Any Current GLBL Stockholder that continues to own such shares of GLBL common stock as of the date of the Settlement Hearing who objects to the Settlement, the application for attorneys' fees and expenses by Plaintiff's Counsel and/or the application for an incentive fee award by Plaintiff, or who otherwise wishes to be heard, may appear in person or through his, her, or its attorney at the Settlement Hearing and present any evidence or argument that may be proper and relevant; *provided, however,* that no such person shall be heard, and no papers, briefs, pleadings, or other documents submitted by any such person shall be received and considered by the Court unless, no later than ten (10) calendar days prior to the Settlement Hearing, such person files with the Register in Chancery, Court of Chancery, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware, 19801, the following: (a) a written and signed notice of intention to appear which states the name, address and telephone number of the objector and, if represented, his, her or its counsel; (b) proof that the objector owned shares of GLBL stock as of November 20, 2015, and continues to hold such shares; and (c) a written detailed statement of the person's objections to any matter before the Court, and the specific grounds therefor or the reasons why such person desires to appear and to be heard, as

well as all documents and writings which such person desires the Court to consider, including any legal and evidentiary support. Any such filings with the Court must also be served upon each of the following counsel (by hand, first class U.S. mail, or express service) such that they are received no later than ten (10) calendar days prior to the Settlement Hearing:

Cynthia A. Calder, Esquire
GRANT & EISENHOFER P.A.
123 S. Justison Street
Wilmington, DE 19801

Martin S. Lessner, Esquire
YOUNG CONAWAY STARGATT & TAYLOR, LLP
1000 N. King Street
Wilmington, DE 19801

Kenneth J. Nachbar, Esquire
MORRIS, NICHOLS, ARSHT & TUNNELL LLP
1201 N. Market Street
Wilmington, DE 19801

11. Unless the Court otherwise directs, any person who fails to object in the manner prescribed above shall be deemed to have waived his, her, or its right to object and shall be forever barred from raising any objection to the Settlement, Plaintiff's Counsel's application for an award of attorneys' fees and expenses, Plaintiff's application for an incentive fee award, or any other matter related to the Settlement, in the Action or any other action or proceeding.

12. All briefs in support of the approval of the Settlement, Plaintiff's Counsel's application for attorneys' fees and expenses and/or Plaintiff's application for an incentive fee award shall be filed with the Court no later than seventeen (17) calendar days before the Settlement Hearing; and reply papers, if any, shall be filed no later than three (3) calendar days before the Settlement Hearing.

13. All proceedings in the Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, are hereby stayed and suspended until further order of this Court. Pending final determination of whether the Settlement should be approved, Plaintiff, all other GLBL stockholders, Defendants, and the Company are enjoined from filing, commencing, or prosecuting any Released Claims against the Released Persons in the Action or in any other lawsuit in any jurisdiction.

14. If the Settlement is approved by the Court following the Settlement Hearing, the Court shall enter an Order and Final Judgment substantially in the form attached to the Stipulation as Exhibit C.

15. In the event that the Settlement is terminated pursuant to the terms of the Stipulation or the Effective Date otherwise fails to occur for

any reason, the Settlement and the Stipulation (other than sections 2.2 and 3.4 thereof) shall be canceled and terminated; this Order (other than paragraph 8 hereof) shall become null and void and be without prejudice to the rights of Plaintiff, the other GLBL stockholders, Defendants, and the Company; and all proceedings in, and parties to, the Action shall revert to their status as of immediately prior to the entry into the Stipulation.

16. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

Chancellor



EXHIBIT B

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

JASON ALDRIDGE, derivatively on
behalf of TERRAFORM GLOBAL,
INC.,

Plaintiff,

v.

PETER BLACKMORE,
CHRISTOPHER COMPTON, HANIF
DAHYA, and JACK JENKINS-
STARK,

Defendants,

-and-

TERRAFORM GLOBAL, INC.,

Nominal Defendant.

C.A. No. 12196-CB

**NOTICE OF PENDENCY OF DERIVATIVE ACTION,
PROPOSED SETTLEMENT OF DERIVATIVE ACTION,
SETTLEMENT HEARING, AND RIGHT TO APPEAR**

TO: ALL RECORD AND BENEFICIAL HOLDERS OF SHARES OF COMMON STOCK OF TERRAFORM GLOBAL, INC. ("GLBL" OR THE "COMPANY") AT THE CLOSE OF BUSINESS ON ___ (THE "RECORD DATE"). BROKERAGE FIRMS, BANKS, AND OTHER PERSONS OR ENTITIES WHO HELD GLBL SHARES OF RECORD ON ___ WHO ARE NOT ALSO BENEFICIAL OWNERS, ARE DIRECTED TO FORWARD THIS NOTICE PROMPTLY TO THE BENEFICIAL OWNERS OF SUCH SHARES, OR REQUEST GLBL TO DO SO (SEE SECTION AT THE END OF THIS NOTICE ENTITLED "NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS").

The purpose of this Notice is to inform you about: (i) the pendency of the above-captioned stockholder derivative action (the "Action"), which was brought by a GLBL stockholder on behalf of and for the benefit of GLBL in the Court of

Chancery of the State of Delaware (the “Court”); (ii) a proposed settlement of the Action (the “Settlement”), subject to Court approval and subject to other conditions of the Settlement being satisfied, *i.e.*, the Effective Date occurs, as provided in a Stipulation of Settlement (the “Stipulation”) that was filed with the Court and is publicly available for review as indicated at paragraph 57 below; (iii) the hearing that the Court will hold on October 10, 2017 to determine whether to approve the Settlement and to consider Plaintiff’s Counsel’s application for an award of attorneys’ fees and expenses; and (iv) current stockholders’ rights with respect to the proposed Settlement and Plaintiff’s Counsel’s application for attorneys’ fees and expenses.¹

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.
YOUR RIGHTS WILL BE AFFECTED BY THE ACTION.**

The Stipulation was entered into as of July 21, 2017, between and among: (i) Jason Aldridge (“Plaintiff”); (ii) defendants Peter Blackmore, Christopher Compton, Jack Stark, and Hanif Dahya (the “Defendants”); and (iii) nominal defendant GLBL (collectively with Plaintiff and Defendants, the “Parties”), subject to the approval of the Court pursuant to Delaware Chancery Court Rule 23.1.

Because this Action was brought as a derivative action on behalf of and for the benefit of GLBL, the benefits from the Settlement will go to GLBL. Individual GLBL stockholders will not receive any direct payment from the Settlement.

WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to explain the Action, the terms of the proposed Settlement, and how the proposed Settlement affects GLBL stockholders’ legal rights.

2. In a derivative action, one or more people and/or entities who are current stockholders of a corporation sue on behalf of and for the benefit of the corporation, seeking to enforce the corporation’s legal rights.

3. As described more fully in paragraphs 54-56 below, current stockholders have the right to object to the proposed Settlement and the application

¹ All capitalized terms not otherwise defined in this Notice shall have the meaning provided in the Stipulation.

by Plaintiff's Counsel for an award of attorneys' fees and expenses. They have the right to appear and be heard at the Settlement Hearing, which will be held before The Honorable Andre G. Bouchard on October 10, 2017, at 10:00 a.m., at the Leonard L. Williams Justice Center (formerly the New Castle County Courthouse), 500 North King Street, Wilmington, Delaware 19801. At the Settlement Hearing, the Court will (a) determine whether Plaintiff and Plaintiff's Counsel have adequately represented the interests of GLBL and its stockholders; (b) determine whether the Settlement should be approved by the Court as fair, reasonable, adequate, and in the best interests of GLBL and its stockholders; (c) determine whether the Court should enter an Order and Final Judgment, substantially in the form attached as Exhibit C to the Stipulation, dismissing the Action with prejudice, and releasing, barring, and enjoining prosecution of any and all Released Claims against the Released Persons; (d) consider the application by Plaintiff's Counsel for an award of attorneys' fees and expenses; (e) hear and determine any objections to the Settlement or the application by Plaintiff's Counsel for an award of attorneys' fees and expenses; and (f) rule on such other matters as the Court may deem appropriate.

4. The Court has reserved the right to adjourn or continue the Settlement Hearing, including consideration of the application by Plaintiff's Counsel for attorneys' fees and expenses, without further notice to you other than by announcement at the Settlement Hearing or any adjournment thereof. The Court has further reserved the right to approve the Settlement, at or after the Settlement Hearing, with such modifications as may be consented to by the Settling Parties and without further notice of any kind.

WHAT IS THIS CASE ABOUT? WHAT HAS HAPPENED SO FAR?

THE FOLLOWING DESCRIPTION OF THE ACTION AND THE SETTLEMENT HAS BEEN PREPARED BY COUNSEL FOR THE SETTLING PARTIES. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO SUCH MATTERS, AND THIS NOTICE IS NOT AN EXPRESSION OR STATEMENT BY THE COURT OF FINDINGS OF FACT.

5. On November 20, 2015, GLBL's parent and controlling stockholder, SunEdison, Inc. ("SunEdison"), designated three additional directors to the GLBL board of directors (the "Board") (Individual Defendants Blackmore, Compton, and Stark). Shortly after SunEdison made these designations, the Board held a

meeting. At this meeting, Ahmad Chatila, SunEdison's President and CEO, who was also Chairman of the Board, resigned as Chairman of GLBL (but not as a director). Following his resignation as Chairman, Mr. Chatila told the Board that the Board needed to reconstitute the Corporate Governance and Conflicts Committee (the "Conflicts Committee"), which was then comprised of Individual Defendant Dahya, and non-party Mark Lerdal. Messrs. Dahya and Lerdal are referred to as the "Old Conflicts Committee." Following this discussion, the Board removed Messrs. Dahya and Lerdal from the Conflicts Committee and appointed Individual Defendants Blackmore, Compton, and Stark to the Conflicts Committee. Messrs. Blackmore, Compton and Stark are referred to as the "New Conflicts Committee."

6. Following the Board meeting, on November 20, 2015, the New Conflicts Committee preliminarily approved a transaction whereby GLBL agreed to purchase certain yet-to-be-completed renewable energy projects (the "India Assets") from an affiliate of SunEdison in exchange for a prepayment of \$231 million in cash (the "India Transaction"). The New Conflicts Committee agreed with SunEdison that the New Conflicts Committee would have 10 business days to further evaluate and potentially cancel the India Transaction. The New Conflicts Committee also agreed with SunEdison that GLBL would pay only \$150 million of the \$231 million purchase price for the India Assets on November 20, 2015, and that if the New Conflicts Committee chose to cancel the India Transaction during the 10-business-day lookback period, SunEdison would refund that amount to GLBL. Plaintiff alleged that this 10-business-day lookback period was illusory because SunEdison would not have been able to refund the \$150 million that had been prepaid.

7. Between November 20, 2015, and December 1, 2015, the New Conflicts Committee negotiated certain changes to the terms of the India Transaction.

8. On December 1, 2015, the New Conflicts Committee approved the India Transaction, subject to the approval of the GLBL Board.

9. Subsequently on December 1, 2015, the full GLBL Board (including the Individual Defendants) unanimously approved the India Transaction, and GLBL paid the remaining \$81 million of the purchase price for the India Assets to SunEdison.

10. On January 22, 2016, Plaintiff, a stockholder of GLBL, served a demand on GLBL pursuant to 8 *Del. C.* § 220 to inspect certain relevant books and records in order to investigate potential breaches of fiduciary duty in connection

with approval of the India Transaction. GLBL produced documents in response to the demand on April 4, 2016.

11. On April 3, 2016, GLBL filed a Verified Complaint (the “GLBL-SunEdison Complaint”) in this Court against SunEdison (along with a wholly owned SunEdison subsidiary) and three directors of GLBL who were also executives of SunEdison, including Mr. Chatila (the “GLBL-SunEdison Action”). *See TerraForm Global, Inc. v. SunEdison, Inc., et al.*, C.A. No. 12159-VCL (Del. Ch.). None of the Individual Defendants was named as a defendant in the GLBL-SunEdison Complaint. The GLBL-SunEdison Complaint asserted claims for breach of fiduciary duty against all defendants named in the GLBL-SunEdison Action, as well as breach of contract and various other claims against SunEdison and its subsidiary, in connection with the India Transaction.

12. On April 12, 2016, Plaintiff filed a Verified Stockholder Derivative Complaint (the “Complaint”) in this Court. The Complaint asserted derivative claims, brought on behalf of the Company, for breach of fiduciary duty against the Individual Defendants (*i.e.*, the members of GLBL’s Board who were not employees of SunEdison) in connection with the approval of the India Transaction.

13. On April 21, 2016, SunEdison along with certain of its subsidiaries and affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code (the “SunEdison Bankruptcy”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). *See In re SunEdison, Inc., et al.*, Case No. 16-10992 (Bankr. S.D.N.Y.), ECF 1.

14. On May 5, 2016, GLBL moved to dismiss the Complaint. On June 28, 2016, GLBL withdrew its motion.

15. On May 16, 2016, Mr. Dahya filed a motion to dismiss the Complaint as to claims asserted against him. On May 31, 2016, the other three Individual Defendants (Messrs. Blackmore, Compton, and Stark) filed an answer to the Complaint.

16. In June 2016, Plaintiff served document requests on Defendants, and interrogatories on Individual Defendants Blackmore, Compton, and Stark.

17. In July 2016, Defendants served responses and objections to Plaintiff’s document requests, and Individual Defendants Blackmore, Compton, and Stark served responses and objections to the interrogatories directed to them. The Parties subsequently engaged in meet-and-confers regarding Defendants’ production of documents.

18. Between July 8 and September 2, 2016, Plaintiff and Mr. Dahya briefed Mr. Dahya's motion to dismiss the Complaint as to claims asserted against him.

19. On or about September 27, 2016, GLBL consented to a sale of the India Assets by certain of SunEdison's affiliates to a third party, on condition that GLBL would receive a portion of the proceeds of the sale and retain all claims against SunEdison and its affiliates relating to the India Transaction. As a result of this transaction, GLBL recovered approximately \$6.7 million in relation to the India Assets.

20. On October 5, 2016, Plaintiff served a subpoena *duces tecum* on SunEdison. SunEdison served responses and objections to the subpoena on November 4, 2016. Thereafter, SunEdison refused to comply with the subpoena *duces tecum* on the grounds that, *inter alia*, the Action was subject to a pending adversary proceeding (described in the next paragraph) seeking relief under 11 U.S.C. §§ 362 and 105(a).

21. On November 2, 2016, the Official Committee of Unsecured Creditors of SunEdison, Inc. and its affiliated, jointly-administered debtors and debtors-in-possession (the "UCC") filed a complaint in the Bankruptcy Court (the "D&O Adversary Complaint") seeking relief under 11 U.S.C. §§ 362 and 105(a). *See Official Committee of Unsecured Creditors v. Juan M. Rodriguez Beltran, et al.*, Adv. Proc. No. 16-01257 (Bankr. S.D.N.Y.), ECF 1. The D&O Adversary Complaint named as defendants a number of entities and individuals (including Mr. Aldridge) who were plaintiffs in various actions pending in various state and federal courts throughout the country (the "D&O Actions"). The D&O Actions asserted claims against current and former directors of SunEdison, GLBL, and another SunEdison subsidiary, TerraForm Power, Inc. ("TERP").

22. At the relevant time, SunEdison, GLBL, and TERP shared a common directors-and-officers insurance tower (the "ABC Tower"). Through the D&O Adversary Complaint, the UCC sought to stay the prosecution of the D&O Actions, including this Action, in order to, *inter alia*, control the dispersal of the proceeds of the ABC Tower. At the relevant time, GLBL also maintained a Side A "difference in conditions" policy solely for the benefit of its officers and directors that would provide coverage if the ABC Tower were exhausted or otherwise unavailable for certain specified reasons ("Side A DIC Tower").

23. On November 2, 2016, the UCC filed a motion for the enforcement of the automatic stay against certain litigation involving current and former directors and officers of Debtors (the "UCC Stay Motion"). *See Official Committee of*

Unsecured Creditors v. Juan M. Rodriguez Beltran, et al., Adv. Proc. No. 16-01257 (Bankr. S.D.N.Y.), ECF 2.

24. On November 4, 2016, the UCC filed a motion for standing to prosecute certain claims on behalf of the Debtors' estates and for settlement authority (the "UCC Standing Motion"). See *In re SunEdison, Inc., et al.*, Case No. 16-10992 (Bankr. S.D.N.Y.), ECF 1550.

25. On November 23, 2016, the Debtors filed a response to the UCC Stay Motion and UCC Standing Motion, and also filed a request (a) for limited relief from the automatic stay, (b) to compel the relevant parties to participate in a global mediation, and (c) for a temporary stay with respect to Debtors' current and former directors and officers (together with the Debtors' response to the UCC Stay Motion and the UCC Standing Motion, the "Debtors' Response"). See *In re SunEdison, Inc., et al.*, Case No. 16-10992 (Bankr. S.D.N.Y.), ECF 1664; *Official Committee of Unsecured Creditors v. Juan M. Rodriguez Beltran, et al.*, Adv. Proc. No. 16-01257 (Bankr. S.D.N.Y.), ECF 11.

26. On December 1, 2016, Mr. Aldridge filed in the Bankruptcy Court a memorandum in opposition to the UCC Stay Motion and the Debtors' Response. See *Official Committee of Unsecured Creditors v. Juan M. Rodriguez Beltran, et al.*, Adv. Proc. No. 16-01257 (Bankr. S.D.N.Y.), ECF 27.

27. On December 8, 2016, the Court held oral argument on Mr. Dahya's motion to dismiss the Complaint as to the claims asserted against him. In a ruling from the bench, the Court denied Mr. Dahya's motion to dismiss.

28. On December 14, 2016, GLBL produced more than 30,000 pages of documents, which Plaintiff's Counsel has reviewed.

29. On December 28, 2016, the Bankruptcy Court entered a Consent Order in which the parties to the D&O Actions, including the Parties to this Action, agreed to stay prosecution of their respective actions until March 31, 2017, to pursue a global mediation of their respective claims. See *Official Committee of Unsecured Creditors v. Juan M. Rodriguez Beltran, et al.*, Adv. Proc. No. 16-01257 (Bankr. S.D.N.Y.), ECF 61. The Parties notified this Court of the Consent Order and the stay on December 29, 2016.

30. On February 10, 2017, the Parties to this Action, along with the parties in the other D&O Actions and representatives of the D&O insurers, attended a mediation session with the Honorable Layn R. Phillips and members of his staff ("Mediator"). In advance of the mediation session, each of Mr. Aldridge, Messrs. Blackmore, Compton, and Stark, and GLBL submitted mediation and

reply mediation statements to the Mediator. The Parties participated in an additional in-person mediation session with the Mediator on February 27, 2017.

31. Following the February 10 and 27 mediation sessions, the Parties continued to negotiate a potential settlement of the Action, both directly and through the Mediator.

32. On March 7, 2017, GLBL announced that it had entered into a definitive merger agreement pursuant to which Brookfield Asset Management Inc. (“Brookfield”) will acquire GLBL for approximately \$787 million in cash and will assume approximately \$455 million in net debt (the “GLBL-Brookfield Merger”). As of the date of this Stipulation, the conditions precedent to consummation of the GLBL-Brookfield Merger have not been satisfied, including the settlement (to Brookfield’s satisfaction) of certain pending securities actions brought by GLBL stockholders (the “GLBL Securities Actions”).²

33. SunEdison controls approximately 98% of GLBL’s voting power and owns stock representing approximately a 35.2% economic interest in GLBL. Under the terms of the proposed GLBL-Brookfield Merger, as announced, SunEdison will receive only 25% of the proceeds of the GLBL-Brookfield Merger, in consideration for the release of certain claims by GLBL against SunEdison (and the reciprocal release of certain claims by SunEdison against GLBL), including the release of the claims asserted by GLBL against SunEdison in the GLBL-SunEdison Complaint relating to the India Transaction. As a result of this settlement (the “GLBL-SunEdison Settlement”), in the event that the GLBL-Brookfield Merger is consummated, GLBL stockholders other than SunEdison will receive approximately \$80 million more value than they would have received if the merger consideration were allocated among GLBL’s stockholders *pro rata* according to their economic interests in GLBL.

² The GLBL Securities Actions are certain cases in which GLBL has been named as a defendant, and which have been consolidated in multidistrict litigation in the U.S. District Court for the Southern District of New York under the caption *In re SunEdison, Inc. Securities Litigation*, MDL No. 2742 (PKC). The GLBL Securities Actions are: *In re TerraForm Global, Inc.*, No. 1:16-cv-07981 (S.D.N.Y.); *Glennview Capital Partners, L.P., v. SunEdison Inc., et al.*, No. 1:16-cv-08032 (S.D.N.Y.); *Omega Capital Investments, L.P. v. SunEdison, Inc., et al.*, No. 1:16-cv-07428 (S.D.N.Y.); *Oklahoma Firefighters Pension & Retirement System v. SunEdison, Inc., et al.*, No. 1:16-cv-07995 (S.D.N.Y.); *Kingdon Associates, et al. v. TerraForm Global, Inc., et al.*, No. 1:16-cv-08204 (S.D.N.Y.); *Canyon Capital Advisors LLC, et al. v. TerraForm Global, Inc., et al.*, No. 1:16-cv-09171 (S.D.N.Y.); and *VMT II, LLC v. TerraForm Global, Inc., et al.*, No. 1:16-cv-08204 (S.D.N.Y.).

34. On March 13, 2017, upon the request of the Mediator, Mr. Aldridge submitted to the Mediator a supplemental submission in support of his claims.

35. Following the expiration of the stay imposed by the Consent Order, Plaintiff's Counsel engaged with counsel for SunEdison in a series of meet-and-confers with respect to SunEdison's responses and objections to the subpoena that Plaintiff served on SunEdison.

36. On May 11, 2017, Mr. Aldridge filed in the Bankruptcy Court a motion to compel SunEdison to produce documents pursuant to the subpoena previously served by him on SunEdison. *See In re SunEdison, Inc., et al.*, Case No. 16-10992 (Bankr. S.D.N.Y.), ECF 3033.

37. Also on May 11, 2017, Mr. Aldridge filed in the Bankruptcy Court an objection to the Debtors' motion for entry of an order (a) approving the adequacy of the debtors' disclosure statement; (b) approving solicitation and notice procedures with respect to confirmation of the debtors' joint proposed plan; (c) approving the form of various ballots and notices in connection therewith; and (d) scheduling certain dates. *See In re SunEdison, Inc., et al.*, Case No. 16-10992 (Bankr. S.D.N.Y.), ECF 3032 (the "Solicitation Approval Motion"). Both before filing this objection as well as thereafter, counsel for Mr. Aldridge participated in a number of teleconferences with Debtors' counsel concerning revisions to the Debtors' proposed joint plan of reorganization to resolve Mr. Aldridge's objections. Ultimately, the Debtors filed further iterations of the Debtors' joint plan of reorganization, resolving some of Mr. Aldridge's objections.

38. Plaintiff's Counsel also appeared at hearings on May 26, June 1, and June 6, 2017 before the Bankruptcy Court concerning the approval of the Solicitation Approval Motion.

39. On May 31, 2017, Individual Defendants Blackmore, Compton and Stark produced an additional 459 pages of documents, which Plaintiff's Counsel has reviewed.

40. On June 2, 2017, Individual Defendants Blackmore, Compton and Stark served Plaintiff with their first request for the production of documents.

41. Throughout this period, the Parties continued to engage in settlement negotiations, both directly and through the Mediator.

42. On June 15, 2017, the Parties reached an agreement in principle to settle the Action. The Parties notified the Court of this agreement on June 29, 2017.

43. On June 28, 2017, the Bankruptcy Court entered an order authorizing the Debtors to settle claims that had been filed against certain current and former officers and directors of SunEdison by the UCC, and permitting GLBL, TERP, and the Individual Defendants to draw up to \$32 million of the ABC Tower to fund the settlement of certain litigation pending against them, including this Action and the GLBL Securities Actions. *See In re SunEdison, Inc., et al.*, Case No. 16-10992 (Bankr. S.D.N.Y.), ECF 3453.

WHAT ARE THE TERMS OF THE SETTLEMENT?

44. As consideration for the Settlement, within ten (10) business days of the Effective Date, the amount of \$20 million (the “Settlement Payment”), minus the amount of any Fee Award (defined in paragraph 53 below), will be paid to the Company from an escrow account funded by the Defendants’ insurers prior to the Settlement Hearing.

WHAT ARE THE SETTLING PARTIES’ REASONS FOR THE SETTLEMENT?

45. Plaintiff and Plaintiff’s Counsel thoroughly considered the facts and law underlying the Action. Plaintiff maintains that the claims asserted in the Action have merit, but also believes that the Settlement set forth below provides substantial and immediate benefits for GLBL. In addition to these substantial benefits, Plaintiff and Plaintiff’s Counsel have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Action; (ii) the probability of success on the merits; (iii) possible defenses to the claims asserted in the Action; (iv) the approximately \$6.7 million recovered by GLBL through the sale of the India Assets; (v) the substantial additional funds to be recovered for GLBL’s stockholders, other than SunEdison, through the GLBL-SunEdison Settlement, in the event that the GLBL-Brookfield Merger is consummated; (vi) the pendency of a parallel action through which GLBL is prosecuting claims arising from the same underlying transaction as the Action (*i.e.*, the India Transaction) against former GLBL directors and officers other than the Individual Defendants; (vii) the desirability of permitting the Settlement to be consummated according to its terms; (viii) the expense and length of continued proceedings necessary to prosecute the Action through trial and appeals; and (ix) the likelihood of monetary recovery to the extent Plaintiff were able to secure a monetary judgment against one or more of the Defendants.

46. In light of the monetary recovery, Plaintiff and Plaintiff's Counsel have determined that the proposed Settlement is fair, reasonable, adequate, and in the best interests of GLBL and its stockholders. The Settlement provides substantial immediate benefits to GLBL without the risk that continued litigation could result in obtaining similar or lesser relief for GLBL after continued extensive and expensive litigation, including trial and the appeals that were likely to follow.

47. The Individual Defendants maintain that their conduct was at all times proper and in compliance with applicable law and they have denied, and continue to vigorously deny, that they have committed or intended to commit any breaches of their obligations or violations of law arising out of any of the conduct, statements, acts, or omissions alleged in the Action or otherwise. The Individual Defendants further deny that they breached their fiduciary or any other legal duties. The Individual Defendants assert that, at all relevant times, they acted in good faith and in a manner they reasonably believed to be in the best interests of GLBL. Defendants, however, recognize the uncertainty and the risk inherent in any litigation, and the difficulties and substantial burdens, expense, and length of time that may be necessary to defend this proceeding through the conclusion of discovery, summary judgment motions, trial, post-trial motions, and appeals. Defendants wish to eliminate the uncertainty, risk, burden, and expense of further litigation, and to permit the operation of GLBL without further distraction and diversion of its directors and executive personnel with respect to the Action. Defendants thus acknowledge that the Stipulation provides a benefit to GLBL. Defendants have therefore determined to settle the Action on the terms and conditions set forth in this Stipulation and to put the Released Claims to rest finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages.

**WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED? WHAT
CLAIMS WILL THE SETTLEMENT RELEASE?**

48. If the Settlement is approved by the Court, and if the other conditions of the Settlement are satisfied, the Court will enter a judgment (the "Judgment"). Upon entry of the Judgment, the Action will be dismissed in its entirety and with prejudice and the following releases will occur:³

³ The "Effective Date" of the Settlement shall occur only if the Court has approved the Settlement, entered the Judgment, and the Judgment has become Final. Should the Effective Date fail to occur for any reason, the Judgment entered in the Action and the dismissal of the Action and Releases provided

Release of Claims by Plaintiff and GLBL: GLBL, Plaintiff (derivatively on behalf of GLBL), and each and every GLBL stockholder claiming by, through, in the right of, derivatively, or on behalf of GLBL, shall have and by operation of the Judgment shall be deemed to have fully, finally and forever released, relinquished and discharged any and all of the Released Claims against the Released Persons.

“Released Claims” means and includes any and all claims for relief or causes of action, debts, demands, rights, or liabilities whatsoever, known or unknown, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, in any court, tribunal, forum, or proceeding, that (i) were asserted in the Action or that could have been asserted based on the facts alleged in Action or (ii) arise out of or relate to the India Transaction; provided, however, that Released Claims do not include (i) any claims asserted by GLBL against SunEdison and/or its affiliates in the SunEdison Bankruptcy or (ii) any claims belonging to GLBL against any defendant named in the GLBL-SunEdison Complaint.

“Released Persons” means GLBL and the Individual Defendants, together with their insurers, predecessors, successors, subsidiaries, affiliates, agents, attorneys, and each of their past or present officers, directors, and employees; provided, however, that Released Persons shall not include any defendants named in the GLBL-SunEdison Complaint.

Release of Claims by Defendants: Upon entry of the Judgment, Defendants and the other Released Persons, on behalf of themselves and any other person or entity who could assert any of the Plaintiff Released Claims on their behalf, in such capacity only, shall fully, finally, and forever release, settle, and discharge, and shall forever be enjoined from prosecuting, the Plaintiff Released Claims against Plaintiff Released Persons.

“Plaintiff Released Claims” means and includes any and all claims for relief or causes of action, debts, demands, rights, or liabilities whatsoever, known or unknown, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, against any Plaintiff Released Person(s) arising from or relating in any way to Plaintiff’s prosecution of and participation in the Action or his conduct as derivative plaintiff in the Action.

thereunder shall be null and void and the Settling Parties shall revert to their respective positions in the Action as of July 21, 2017.

“Plaintiff Released Persons” means Jason Aldridge, and his respective past, present, or future family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employees, fiduciaries, partners, advisors, consultants, attorneys, personal or legal representatives, accountants, and associates.

49. Plaintiff, in his individual capacity, and derivatively on behalf of GLBL, acknowledges that he may discover facts in addition to or different from those now known or believed to be true with respect to the subject matter of the Released Claims, but that it is his intention to fully, finally, and forever settle and release with prejudice any and all of the Released Claims. Upon the Effective Date, Plaintiff, Plaintiff’s Counsel, and GLBL shall have expressly waived and relinquished and, by operation of the Judgment, each and every GLBL stockholder shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code § 1542 (and equivalent, comparable, or analogous provisions of the laws of the United States or any state or territory thereof, or of the common law). California Civil Code § 1542 provides that:

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

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

51. If the Settlement is approved and the Effective Date occurs, since GLBL will have released the Released Claims described above against any of the other Released Persons, no GLBL stockholder will be able to bring another action asserting those claims against those persons on behalf of the Company.

52. Pending final determination of whether the Settlement should be approved, all proceedings in the Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, have been stayed and suspended. Pending final determination of whether the Settlement should be approved, Plaintiff, all GLBL stockholders, Defendants, and the Company are enjoined from filing, commencing, or prosecuting any Released Claims against the Released Persons in the Action or in any other lawsuit in any jurisdiction.

HOW WILL THE ATTORNEYS BE PAID?

53. Plaintiff's Counsel have not received any payment for their services in pursuing the claims asserted in their respective actions, nor have Plaintiff's Counsel been reimbursed for their out-of-pocket expenses. Plaintiff's Counsel invested their own resources for pursuing their respective cases on a contingency basis, meaning they would only recover their expenses and be compensated for their time if they created benefits through the actions. In light of the risks undertaken in pursuing the respective actions on a contingency basis and the benefits created for GLBL through the Settlement and the prosecution of the Action, Plaintiff's Counsel intend to petition the Court for an award of attorneys' and litigation expenses to be paid from the Settlement Payment, and from no other source, which is no greater than \$4,700,000, including a request for an incentive award to Plaintiff (the "Fee Application"). The Court will determine the amount of any fee and expense award to Plaintiff's Counsel (the "Fee Award").

WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD? DO I HAVE THE RIGHT TO APPEAR AT THE SETTLEMENT HEARING?

54. The Court will consider the Settlement and all matters related to the Settlement at the Settlement Hearing. The Settlement Hearing will be held before The Honorable Andre G. Bouchard on October 10, 2017, at 10:00 a.m., at the Leonard L. Williams Justice Center, 500 N. King Street, Wilmington, Delaware 19801.

55. Any person that owned GLBL common stock as of November 20, 2015, and continues to own such stock through October 10, 2017, the date of the Settlement Hearing, who objects to the Settlement or the application for attorneys' fees and expenses by Plaintiff's Counsel, or who otherwise wishes to be heard,

may appear in person or through his, her, or its attorney at the Settlement Hearing and present any evidence or argument that may be proper and relevant; *provided, however*, that no such person shall be heard, and no papers, briefs, pleadings, or other documents submitted by any such person shall be received and considered by the Court unless, no later than October 2, 2017, such person files with the Register in Chancery, Court of Chancery, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware, 19801, the following: (a) a written and signed notice of intention to appear which states the name, address and telephone number of the objector and, if represented, his, her or its counsel; (b) proof that the objector owned shares of GLBL stock as of November 20, 2015, and continues to hold such shares; and (c) a written detailed statement of the person's objections to any matter before the Court, and the specific grounds therefor or the reasons why such person desires to appear and to be heard, as well as all documents and writings which such person desires the Court to consider, including any legal and evidentiary support. Any such filings with the Court must also be served upon each of the following counsel (by hand, first class U.S. mail, or express service) such that they are received no later than October 2, 2017:

Plaintiff's Counsel:

Cynthia A. Calder, Esquire
GRANT & EISENHOFER P.A.
123 S. Justison Street
Wilmington, DE 19801

Counsel for Defendants and GLBL:

Martin S. Lessner, Esquire
YOUNG CONAWAY STARGATT & TAYLOR, LLP
1000 N. King Street
Wilmngton, DE 19801

Kenneth J. Nachbar, Esquire
MORRIS, NICHOLS, ARSHT & TUNNELL LLP
1201 N. Market Street
Wilmington, DE 19801

56. Unless the Court otherwise directs, any person who fails to object in the manner prescribed above shall be deemed to have waived his, her, or its right to

object and shall be forever barred from raising any objection to the Settlement or Plaintiff's Counsel's application for an award of attorneys' and expenses, or any other matter related to the Settlement, in the Action or in any other action or proceeding.

**CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I
HAVE QUESTIONS?**

57. This Notice does not purport to be a comprehensive description of the Action, the allegations related thereto, the terms of the Settlement, or the Settlement Hearing. For a more detailed statement of the matters involved in the Action, you may inspect the pleadings, the Stipulation of Settlement, the Orders entered by the Court, and other papers filed in the Action at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 N. King Street, Wilmington, Delaware 19801, during regular business hours of each business day. You may also view a copy of the Stipulation of Settlement at <http://www.gelaw.com/settlements/terraform-global>. If you have questions regarding the Settlement, you may write or call Plaintiff's Counsel: Cynthia A. Calder, Esquire, Grant & Eisenhofer P.A., 123 S. Justison Street, Wilmington, DE 19801, (302) 622-7000.

**DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE
REGISTER IN CHANCERY REGARDING THIS NOTICE.**

**NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP
ON BEHALF OF OTHERS.**

58. Brokerage firms, banks, and other persons or entities who hold shares of GLBL common stock as record owners, but not as beneficial owners, are directed to either (a) promptly request from the Notice Administrator {insert name} sufficient copies of this Notice to forward to all such beneficial owners and after receipt of the requested copies promptly forward such Notices to all such beneficial owners; or (b) promptly provide a list of the names and addresses of all such beneficial owners to the Notice Administrator, after which the Notice Administrator will promptly send copies of the Notice to such beneficial owners. Copies of this Notice may be obtained by calling the Notice Administrator toll-free at the telephone number below. The Notice Administrator may be reached at {contact details}.

Dated: _____, 2017

BY ORDER OF THE COURT OF
CHANCERY OF THE STATE OF
DELAWARE



EXHIBIT C

**IN THE COURT OF CHANCERY OF THE STATE OF
DELAWARE**

JASON ALDRIDGE, derivatively on
behalf of TERRAFORM GLOBAL,
INC.,

Plaintiff,

v.

PETER BLACKMORE,
CHRISTOPHER COMPTON, HANIF
DAHYA, and JACK JENKINS-
STARK,

Defendants,

-and-

TERRAFORM GLOBAL, INC.,

Nominal Defendant.

C.A. No. 12196-CB

ORDER AND FINAL JUDGMENT

A hearing having been held before this Court on October 10, 2017, pursuant to the Court's Order of _____, 2017 (the "Scheduling Order"), upon the Stipulation of Settlement, dated July 21, 2017 (the "Stipulation"), entered into in the above-captioned stockholder derivative action (the "Action"), which is incorporated herein by reference, it appearing that due notice of the hearing has been given in accordance with the

Scheduling Order, the parties having appeared by their respective attorneys of record, the Court having heard and considered evidence in support of the proposed Settlement, the attorneys for the Parties having been heard, an opportunity to be heard having been given to all other persons requesting to be heard in accordance with the Scheduling Order, the Court having determined that notice to Current GLBL Stockholders was adequate and sufficient, and the entire matter of the proposed Settlement having been heard and considered by the Court,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, this ____ day of _____, 2017, that:

1. Unless otherwise defined herein, all defined terms shall have the meaning set forth in the Stipulation and the Scheduling Order.
2. The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement of the Action, as well as personal jurisdiction over all of the Parties and each of the Current GLBL Stockholders, and it is further determined that Plaintiff, Defendants, the Company, and all Current GLBL Stockholders, as well as their heirs, executors, successors, and assigns, are bound by this Order and Final Judgment.

3. Notice has been given to Current GLBL Stockholders, pursuant to and in the manner directed by the Scheduling Order, proof of mailing of the Notice was filed with the Court, and full opportunity to be heard has been offered to all Parties and to all other persons and entities in interest with respect to all matters relating to the Settlement. The form and manner of the Notice is hereby determined to have been the best notice reasonably practicable under the circumstances and to have been given in full compliance with the requirements of Court of Chancery Rule 23.1 and due process.

4. Based on the record in the Action, each of the provisions of Court of Chancery Rule 23.1 has been satisfied and the Action has been properly maintained according to the provisions of Court of Chancery Rule 23.1.

5. The Settlement is found to be fair, reasonable, adequate, and in the best interests of GLBL, and is hereby approved pursuant to Court of Chancery Rule 23.1. The Parties are hereby authorized and directed to comply with and to consummate the Settlement in accordance with its terms and provisions, and the Register in Chancery is directed to enter and docket this Order and Final Judgment.

6. The Action is hereby dismissed with prejudice as to all Defendants and as to the Company, and as to Plaintiff and all other Current GLBL Stockholders. The Parties shall bear their own fees, costs, and expenses, except as provided in Paragraph 13 below or as otherwise provided in the Stipulation and the Scheduling Order.

7. Upon entry of this Order and Final Judgment, GLBL, Plaintiff, and each and every other Current GLBL Stockholder, on behalf of themselves and any other person or entity who could assert any of the Released Claims on their behalf, in such capacity only, shall fully, finally, and forever release, settle, and discharge, and shall forever be enjoined from prosecuting, the Released Claims against the Released Persons.

8. Upon entry of this Order and Final Judgment, Defendants and the other Released Persons, on behalf of themselves and any other person or entity who could assert any of the Plaintiff Released Claims on their behalf, in such capacity only, shall fully, finally, and forever release, settle, and discharge, and shall forever be enjoined from prosecuting, the Plaintiff Released Claims against Plaintiff Released Persons.

9. The Parties are hereby authorized, without further approval from the Court, to agree to adopt such amendments and

modifications of the Stipulation that are consistent with this Order and Final Judgment and that do not limit the rights of Plaintiff, Defendants, the Company, or the Company's stockholders under the Stipulation. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

10. Neither this Order and Final Judgment, nor the Stipulation or their negotiation, nor any proceedings taken pursuant thereto shall be deemed or argued to be evidence of or to constitute an admission or concession by: (a) Defendants, the Company, or any of the other Released Persons of (i) the truth of any fact alleged by Plaintiff; (ii) the validity of any claims or other issues raised, or which might be or might have been raised, in the Action or in any other litigation; (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any litigation; or (iv) any wrongdoing, fault, or liability of any kind by any of them, which each of them expressly denies; or (b) Plaintiff or any of the other Plaintiff Released Persons that any of their claims are without merit, that any of the Defendants or Released Persons had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement Payment.

11. In the event that the Settlement is terminated pursuant to the terms of the Stipulation or the Effective Date otherwise fails to occur for any other reason, then (i) the Settlement and the Stipulation (other than sections 2.2 and 3.4 thereof) shall be canceled and terminated; (ii) this Order and Final Judgment and any related orders entered by the Court shall in all events be treated as vacated, *nunc pro tunc*; (iii) the Releases provided under this Judgment shall be null and void; (iv) the fact of the Settlement shall not be admissible in any proceeding before any court or tribunal; (v) all proceedings in, and parties to, the Action shall revert to their status as of immediately prior to the Parties entry into the Stipulation, and no materials created by or received from another Party that were used in, obtained during, or related to settlement discussions shall be admissible for any purpose in any court or tribunal, or used, absent consent from the disclosing party, for any other purpose or in any other capacity, except to the extent that such materials are required to be produced during discovery in the Action or in any other litigation; and (vi) the Settling Parties shall proceed in all respects as if the Stipulation had not been entered into by the Parties.

12. Plaintiff's Counsel, for the benefit of themselves and all other plaintiff's counsel, are awarded attorneys' fees and expenses in the

amount of \$ _____, which award the Court finds to be fair and reasonable, and which shall be paid to Plaintiff's Counsel in accordance with the Stipulation. Plaintiff is awarded \$ _____ as an incentive fee, which shall be paid out of the award of attorneys' fees and expenses described in the immediately preceding sentence.

13. No proceedings or Court order with respect to the award, if any, of attorneys' fees, costs, or expenses to Plaintiff's Counsel, or of an incentive fee to Plaintiff, shall in any way disturb or affect this Order and Final Judgment (including precluding the Order and Final Judgment from being Final or otherwise being entitled to preclusive effect), and any such proceedings or Court order shall be considered separate from this Order and Final Judgment.

14. Without affecting the finality of this Judgment in any way, this Court reserves jurisdiction over all matters relating to the administration, enforcement and consummation of the Settlement and this Order and Final Judgment.

Chancellor