
UNITED STATES
SECURITIES AND EXCHANGE
COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D

UNDER THE SECURITIES EXCHANGE ACT OF 1934

(Amendment No. 1)*

TerraForm Power, Inc.

(Name of Issuer)

Common stock, Class A, \$0.01 par value

(Title of Class of Securities)

88104R100

(CUSIP Number)

A.J. Silber
Brookfield Asset Management Inc.
Brookfield Place
181 Bay Street, Suite 300
Toronto, Ontario M5J 2T3
(416) 363-9491

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

July 22, 2016

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act.

1	NAMES OF REPORTING PERSONS BROOKFIELD ASSET MANAGEMENT INC.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION ONTARIO	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 11,075,000
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 11,075,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,075,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.13%(1)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

(1) Percentage ownership is based on an aggregate number of outstanding shares of Class A common stock of the Issuer of 91,280,208 outstanding as of April 21, 2016, based on information provided by SunEdison, Inc., the parent company of the Issuer. See Declaration of Patrick M. Cook at 13, In re SunEdison, Inc., et al., No. 16-10992, (Bankr. S.D.N.Y. 2016) (“As of [April 21, 2016], [TerraForm Power, Inc.] had 91,280,208 Class A shares outstanding...”).

1	NAMES OF REPORTING PERSONS PARTNERS LIMITED	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION ONTARIO	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 11,075,000
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 11,075,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,075,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.13%(2)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

(2) Percentage ownership is based on an aggregate number of outstanding shares of Class A common stock of the Issuer of 91,280,208 outstanding as of April 21, 2016, based on information provided by SunEdison, Inc., the parent company of the Issuer. See Declaration of Patrick M. Cook at 13, In re SunEdison, Inc., et al., No. 16-10992, (Bankr. S.D.N.Y. 2016) (“As of [April 21, 2016], [TerraForm Power, Inc.] had 91,280,208 Class A shares outstanding...”).

1	NAMES OF REPORTING PERSONS BROOKFIELD ASSET MANAGEMENT PRIVATE INSTITUTIONAL CAPITAL ADVISER (CANADA), L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION ONTARIO	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 10,450,000
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 10,450,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 10,450,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.45% ⁽³⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

(3) Percentage ownership is based on an aggregate number of outstanding shares of Class A common stock of the Issuer of 91,280,208 outstanding as of April 21, 2016, based on information provided by SunEdison, Inc., the parent company of the Issuer. See Declaration of Patrick M. Cook at 13, In re SunEdison, Inc., et al., No. 16-10992, (Bankr. S.D.N.Y. 2016) (“As of [April 21, 2016], [TerraForm Power, Inc.] had 91,280,208 Class A shares outstanding...”).

1	NAMES OF REPORTING PERSONS BROOKFIELD INFRASTRUCTURE FUND III GP LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 10,450,000
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 10,450,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 10,450,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.45%(4)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

(4) Percentage ownership is based on an aggregate number of outstanding shares of Class A common stock of the Issuer of 91,280,208 outstanding as of April 21, 2016, based on information provided by SunEdison, Inc., the parent company of the Issuer. See Declaration of Patrick M. Cook at 13, In re SunEdison, Inc., et al., No. 16-10992, (Bankr. S.D.N.Y. 2016) (“As of [April 21, 2016], [TerraForm Power, Inc.] had 91,280,208 Class A shares outstanding...”).

1	NAMES OF REPORTING PERSONS ORION US GP LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 10,450,000
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 10,450,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 10,450,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.45% ⁽⁵⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

(5) Percentage ownership is based on an aggregate number of outstanding shares of Class A common stock of the Issuer of 91,280,208 outstanding as of April 21, 2016, based on information provided by SunEdison, Inc., the parent company of the Issuer. See Declaration of Patrick M. Cook at 13, In re SunEdison, Inc., et al., No. 16-10992, (Bankr. S.D.N.Y. 2016) (“As of [April 21, 2016], [TerraForm Power, Inc.] had 91,280,208 Class A shares outstanding...”).

1	NAMES OF REPORTING PERSONS ORION US HOLDINGS 1 L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) BK	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 10,450,000
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 10,450,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 10,450,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.45% ⁽⁶⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

(6) Percentage ownership is based on an aggregate number of outstanding shares of Class A common stock of the Issuer of 91,280,208 outstanding as of April 21, 2016, based on information provided by SunEdison, Inc., the parent company of the Issuer. See Declaration of Patrick M. Cook at 13, In re SunEdison, Inc., et al., No. 16-10992, (Bankr. S.D.N.Y. 2016) (“As of [April 21, 2016], [TerraForm Power, Inc.] had 91,280,208 Class A shares outstanding...”).

1	NAMES OF REPORTING PERSONS BROOKFIELD ASSET MANAGEMENT PRIVATE INSTITUTIONAL CAPITAL ADVISER (CREDIT) LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 625,000
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 625,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 625,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.68% ⁽⁷⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

(7) Percentage ownership is based on an aggregate number of outstanding shares of Class A common stock of the Issuer of 91,280,208 outstanding as of April 21, 2016, based on information provided by SunEdison, Inc., the parent company of the Issuer. See Declaration of Patrick M. Cook at 13, In re SunEdison, Inc., et al., No. 16-10992, (Bankr. S.D.N.Y. 2016) (“As of [April 21, 2016], [TerraForm Power, Inc.] had 91,280,208 Class A shares outstanding...”).

1	NAMES OF REPORTING PERSONS BROOKFIELD CREDIT OPPORTUNITIES FUND GP, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 625,000
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 625,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 625,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.68% ⁽⁸⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

(8) Percentage ownership is based on an aggregate number of outstanding shares of Class A common stock of the Issuer of 91,280,208 outstanding as of April 21, 2016, based on information provided by SunEdison, Inc., the parent company of the Issuer. See Declaration of Patrick M. Cook at 13, In re SunEdison, Inc., et al., No. 16-10992, (Bankr. S.D.N.Y. 2016) (“As of [April 21, 2016], [TerraForm Power, Inc.] had 91,280,208 Class A shares outstanding...”).

1	NAMES OF REPORTING PERSONS BROOKFIELD CREDIT OPPORTUNITIES MASTER FUND, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION CAYMAN ISLANDS	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 625,000
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 625,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 625,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.68% ⁽⁹⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

(9) Percentage ownership is based on an aggregate number of outstanding shares of Class A common stock of the Issuer of 91,280,208 outstanding as of April 21, 2016, based on information provided by SunEdison, Inc., the parent company of the Issuer. See Declaration of Patrick M. Cook at 13, In re SunEdison, Inc., et al., No. 16-10992, (Bankr. S.D.N.Y. 2016) (“As of [April 21, 2016], [TerraForm Power, Inc.] had 91,280,208 Class A shares outstanding...”).

This Amendment No. 1 to Schedule 13D is being filed by Orion US Holdings 1 L.P., Orion US GP LLC, Brookfield Infrastructure Fund III GP LLC, Brookfield Asset Management Private Institutional Capital Adviser (Canada), L.P., Brookfield Credit Opportunities Master Fund, L.P., Brookfield Credit Opportunities Fund GP, LLC, Brookfield Asset Management Private Institutional Capital Adviser (Credit) LLC, Brookfield Asset Management Inc. and Partners Limited to amend the Schedule 13D filed on June 29, 2016 (the "Original Schedule 13D") with respect to beneficial ownership of the shares of Class A common stock, \$0.01 par value per share, of TerraForm Power, Inc., a corporation organized under the laws of the state of Delaware.

This Amendment No. 1 is being filed to disclose the formation of a "group" within the meaning of the Act with Appaloosa LP ("Appaloosa") with respect to the Class A Shares of the Issuer. The Reporting Persons and Appaloosa are individually filing pursuant to Rule 13d-1(k) under the Act to report formation of a "group" within the meaning of the Act.

This Amendment No. 1 hereby amends Item 2, Item 4, Item 5, Item 6 and Item 7 of the Original Schedule 13D as follows:

Item 2. Identity and Background.

Item 2 of the Original Schedule 13D is hereby amended by deleting it in its entirety Schedule I, which sets forth a list of the directors and executive officers of Orion US GP LLC and their respective principal occupations and addresses, and substituting Schedule I attached hereto in lieu thereof.

Item 4. Purpose of Transaction.

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

On July 18, 2016, Brookfield met with representatives of Appaloosa LP and its affiliates (collectively, "Appaloosa"). At the meeting, Brookfield discussed with Appaloosa Brookfield's continued interest in purchasing the shares of the Issuer owned by SUNE. Brookfield also reviewed with Appaloosa Brookfield's qualifications as a sponsor of the Issuer and Brookfield's belief that an acquisition by it of the shares of the Issuer owned by SUNE would be in the best interests of all stockholders of the Issuer.

On July 22, 2016, Brookfield and Appaloosa entered into the Letter Agreement attached as Exhibit 99.2 hereto (the "Letter Agreement") and formed a "group" within the meaning of the Act with respect to the purchase of shares of the Issuer. The Letter Agreement contemplates that Brookfield and Appaloosa intend to enter into a definitive agreement to act as joint bidders for the potential purchase of SUNE's shares of the Issuer, although neither party has obligated itself to enter into any such agreement. The Letter Agreement provides for certain restrictions on the ability of either party to transfer its shares of the Issuer for a period of 90 days from the date of the Letter Agreement and an exclusivity period to negotiate the definitive agreement during those 90 days. The foregoing description of the Letter Agreement is qualified by reference to the Letter Agreement itself, which is attached as Exhibit 99.2 hereto.

The Reporting Persons and Appaloosa jointly have aggregate economic exposure to 34.4% of the Class A Shares, consisting of 19,783,708 Class A Shares, which are beneficially owned by the group formed in connection with the Letter Agreement, and the economic exposure to 11,578,080 Class A Shares under the Swap Agreements described in Item 6.

Item 5. Interest in Securities of the Issuer.

Item 5 of the Original Schedule 13D is hereby amended by deleting in its entirety the second paragraph thereof and substituting the following paragraph in lieu thereof:

The “group” within the meaning of the Act consisting of Brookfield and Appaloosa that was formed in connection with the Letter Agreement attached as Exhibit 99.2 beneficially owns 19,783,708 Class A Shares, which represents approximately 21.67% of the Issuer’s outstanding Class A Shares.

The Reporting Persons and Appaloosa jointly have aggregate economic exposure to 34.4% of the Class A Shares, consisting of 19,783,708 Class A Shares, which are beneficially owned by the group formed in connection with the Letter Agreement, and the economic exposure to 11,578,080 Class A Shares under the Swap Agreements described in Item 6.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

The information set forth in Item 4 of this Amendment No. 1 and the text of the Letter Agreement are incorporated into Item 6 of the Original Schedule 13D by reference. Except as described in this Amendment No. 1 and in the Original Schedule 13D, the Reporting Persons are not parties to any other contracts, arrangements, understandings or relationships (legal or otherwise) with respect to any securities of the Issuer.

Item 7. Materials to Be Filed as Exhibits.

Exhibit 99.2 Letter Agreement, dated July 22, 2016

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

July 22, 2016

ORION US HOLDINGS 1 L.P. by its general partner **ORION US GP LLC**

By: /s/ Fred Day

Name: Fred Day

Title: Vice President

ORION US GP LLC

By: /s/ Fred Day

Name: Fred Day

Title: Vice President

BROOKFIELD INFRASTRUCTURE FUND III GP LLC

By: /s/ Fred Day

Name: Fred Day

Title: Vice President

BROOKFIELD ASSET MANAGEMENT PRIVATE INSTITUTIONAL CAPITAL ADVISER (CANADA), L.P.

By: /s/ James Rickert

Name: James Rickert

Title: Vice President

Brookfield Private Funds Holdings Inc., as general partner

BROOKFIELD CREDIT OPPORTUNITIES MASTER FUND, L.P. by its general partner, **BROOKFIELD CREDIT OPPORTUNITIES FUND GP, LLC**

By: /s/ Barry Blattman

Name: Barry Blattman

Title: Chairman

**BROOKFIELD CREDIT OPPORTUNITIES
FUND GP, LLC**

By: /s/ Barry Blattman

Name: Barry Blattman

Title: Chairman

**BROOKFIELD ASSET MANAGEMENT
PRIVATE INSTITUTIONAL CAPITAL
ADVISER (CREDIT) LLC**

By: /s/ Barry Blattman

Name: Barry Blattman

Title: President and Treasurer

**BROOKFIELD ASSET MANAGEMENT,
INC.**

By: /s/ A.J. Silber

Name: A.J. Silber

Title: Vice-President, Legal Affairs

PARTNERS LIMITED

By: /s/ Brian Lawson

Name: Brian Lawson

Title: President

SCHEDULE I

ORION US GP LLC

<u>Name and Position of Officer or Director</u>	<u>Principal Business Address</u>	<u>Principal Occupation or Employment</u>	<u>Citizenship</u>
Brett Fox, Manager and Managing Partner	Brookfield Place 250 Vesey Street, 15th Floor New York, NY 10281	Managing Partner of Brookfield	U.S.A.
Darren Soice, Manager	1200 Smith Street Suite 1200 Houston, TX 77002	Senior Vice President of Brookfield	Canada
Ralph Klatzkin, Manager and Vice President	Brookfield Place 250 Vesey Street, 15th Floor New York, NY 10281	Vice President of Brookfield	U.S.A.
Fred Day, Manager and Vice President	1200 Smith Street Suite 1200 Houston, TX 77002	Vice President of Brookfield	U.S.A.
Mark Srulowitz, Managing Partner	Brookfield Place 250 Vesey Street, 15th Floor New York, NY 10281	Managing Partner of Brookfield	U.S.A.
Hadley Peer-Marshall, Senior Vice President	Brookfield Place 250 Vesey Street, 15th Floor New York, NY 10281	Senior Vice President of Brookfield	U.S.A.
Julian Deschatelets, Senior Vice President	181 Bay Street, Suite 300, Brookfield Place, Toronto, Ontario M5J 2T3, Canada	Senior Vice President of Brookfield	Canada
Andrea Rocheleau, Senior Vice President	41 Victoria Street Gatineau, Québec J8X 2A1, Canada	Senior Vice President of Brookfield	Canada
Trevor Carson, Vice President	181 Bay Street, Suite 300, Brookfield Place, Toronto, Ontario M5J 2T3, Canada	Vice President of Brookfield	Canada

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
99.2	Letter Agreement, dated July 22, 2016

Letter Agreement and Term Sheet
Brookfield / Appaloosa

*This Term Sheet contains certain understandings relating to the terms on which Brookfield Asset Management Inc. and its affiliates (collectively, “**Brookfield**”) and Appaloosa LP (“**Appaloosa**”) will engage in discussions with respect to the transactions described herein. Neither Brookfield nor Appaloosa (nor any of its affiliates) shall have any obligation, express or implied, to propose or complete any transaction, or to enter into a Definitive Agreement, and any such person or entity may at any time, and for any reason or no reason at all, and without any liability, determine not to pursue or proceed with any transaction. This Term Sheet supersedes and replaces any prior term sheet or discussions regarding the transactions described herein or any other potential transaction involving the parties hereto.*

Structure; Ownership:

The parties intend to enter into a binding support agreement (the “**Definitive Agreement**”) setting forth the terms and conditions under which each party will agree to (i) support and cooperate with one another to acquire all of the equity interests currently held by SunEdison, Inc. (the “**SUNE Shares**”) in Terraform Power, Inc. and its subsidiaries (“**TERP**”), and (ii) subject all of their shares of TERP common stock (which do not include any TERP shares that may be held by counterparties to cash-settled total return swap agreements or similar derivative transactions) now owned or hereafter acquired, including the SUNE Shares (collectively, “**TERP Shares**”), to certain restrictions, including those described herein.

The parties expect that Brookfield and Appaloosa will each acquire a mutually agreed upon percentage of the SUNE Shares. The parties acknowledge that the acquisition of the SUNE Shares by each party will be structured in a manner that (i) satisfies any applicable regulatory requirements and (ii) preserves and maximizes tax efficiencies for such party, as determined by such party in its sole and absolute discretion.

Exclusivity:

In consideration of the time and expense associated with exploring the transactions contemplated hereby and with the preparation of the Definitive Agreement, each party hereto, on its own behalf and on behalf of its officers, directors, equity owners, agents, representatives and controlled affiliates, agrees, for a period commencing on the date of this Term Sheet and expiring 90 days thereafter (or such other period agreed upon by the parties in writing) (the “**Exclusivity Period**”), not to negotiate or accept proposals from other persons or entities regarding one or more transactions that are comparable to the transactions provided for in this Term Sheet.

Transfer Restrictions:

From the date of this Term Sheet until the end of the Exclusivity Period neither party shall transfer, sell, dispose of, pledge or assign (whether directly, indirectly, voluntarily, involuntarily, by operation of law or otherwise) any of its TERP Shares unless in accordance with the terms of the right of first offer set out in this Term Sheet or with the prior approval of the other party; provided, however, that either party may transfer some or all of its TERP Shares to a controlled affiliate.

Right of First Offer:

If, during the Exclusivity Period, either Brookfield or Appaloosa (the “**ROFO Seller**”) wishes to transfer, sell, dispose of, pledge or assign (whether directly, indirectly, voluntarily, involuntarily, by operation of law or otherwise) any of its TERP Shares (“**TERP Sale Shares**”) it must first give a written notice (a “**TERP Sale Notice**”) to the other party (the “**ROFO Purchaser**”) offering the ROFO Purchaser the right to acquire in whole or in part such TERP Sale Shares for a cash purchase price equal to the volume-weighted average price for TERP’s Class A shares over the 5 consecutive NASDAQ global select market trading days immediately preceding and ending on the most recent trading day ended prior to the date of such TERP Sale Notice (the “**ROFO Price**”).

If the ROFO Purchaser wishes to exercise this right of first offer with respect to TERP Sale Shares, it must elect to do so by written notice to the ROFO Seller by close of business on the 1st trading day after the date on which the ROFO Purchaser receives a TERP Sale Notice with respect to such TERP Sale Shares (an “**Election Notice**”). Failure to make such election will be deemed to be an election to not purchase the TERP Sale Shares specified in a TERP Sale Notice.

If the ROFO Purchaser elects to purchase TERP Sale Shares, the ROFO Seller must sell, and the ROFO Purchaser must purchase, the TERP Sale Shares by payment of the ROFO Price by the close of business on the 3rd trading day after the date on which the ROFO Seller receives the relevant Election Notice.

If the ROFO Purchaser does not elect to purchase the TERP Sale Shares specified in a TERP Sale Notice, the ROFO Seller may sell such TERP Sale Shares in one or more open market transactions during the 14-day period commencing on the latest date on which the ROFO Purchaser could have delivered an Election Notice with respect to such TERP Sale Shares. If such TERP Sale Shares are not sold within such period, the right of first offer process described above shall apply to any transfer of such TERP Sale Shares.

Amendments:

This Term Sheet can only be amended with the approval of both Brookfield and Appaloosa.

Confidentiality:

Each of the parties shall keep its dealings with the other party (or any other entity controlled by the other party) as described herein and all other details of the proposed transactions described herein strictly confidential (collectively, the “**Confidential Information**”). Confidential Information shall not include any information otherwise in the public domain, and Confidential Information may be disclosed by any party if such party is required by law, regulation or stock exchange requirement or any legal or regulatory authority to disclose the Confidential Information. In addition, the Confidential Information may be disclosed by a party to its attorneys, accountants, consultants, agents, advisors, prospective lenders and investors and potential investors and other persons that reasonably need to know such information (the “**Representatives**”) so long as each such party is informed of the foregoing confidentiality requirement. Each of the parties shall be responsible for any breach of this Confidentiality provision by any of its Representatives, as though a direct signatory hereto. Nothing herein shall prevent any party from making any required securities filings.

Expenses: Each of Brookfield and Appaloosa shall bear its own expenses in connection with the negotiation and execution of this Term Sheet, the Definitive Agreement and the documents and filings ancillary thereto.

Governing Law; Jurisdiction: This Term Sheet will be governed by and construed in accordance with the laws of the State of New York (without regard to its conflicts of law rules). The state and federal courts located in New York County, New York shall have exclusive jurisdiction over any disputes relating to this Term Sheet. Each party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Term Sheet or the transactions contemplated hereby in the courts, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Each party agrees to waive, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Term Sheet or the transactions contemplated hereby.

Binding Effect: Except for the clause opposite the heading "Structure; Ownership", the provisions of this Term Sheet are intended to be binding on the parties.

[Signature Page Follows]

Acknowledged and agreed as of the 22nd day of July, 2016.

BROOKFIELD ASSET MANAGEMENT INC.

By: /s/ Sachin Shah

Name: Sachin Shah

Title: Senior Managing Partner

APPALOOSA LP

By: /s/ James E. Bolin

Name: James E. Bolin

Title: Partner