

**SunEdison Canadian Construction LP and Six Nations of the Grand River
Term Sheet for the Welland Ridge and Norfolk Bloomsburg Solar Farms**

This Term Sheet is entered into as of the ___ day of September, 2014 by Six Nations Elected Council, on behalf of the Six Nations of the Grand River (“**Six Nations**”), and SunEdison Canadian Construction LP (“**SunEdison**”) and outlines the terms and conditions under which Six Nations will support the ongoing solar activities and operations of SunEdison within its traditional territories as relates to the Welland Ridge and Norfolk Bloomsburg Solar Farms (the “**Projects**”).

The Projects consists of **two** 10 megawatt (MW) solar farms; one located in the City of Welland, Regional Municipality of Niagara (Welland Ridge Project) and one located in Norfolk County (Norfolk Bloomsburg Project). A map is attached in Schedule A.

This Term Sheet is without prejudice to the rights and interests of both parties and shall not intend to abrogate or derogate from, the aboriginal or treaty rights of the Six Nations or any of its members and any and all claims of the Six Nations of the Grand River as against Her Majesty the Queen in right of Canada or the Government of Canada and Her Majesty the Queen in right of Ontario or the Government of Ontario, including without limitation the litigation commenced in the Ontario Superior Court of Justice between Six Nations of the Grand River Band as plaintiff and the Attorney General of Canada and Her Majesty the Queen in Right of Ontario as defendants, bearing Court File No. 406/95 issued out of Brantford, Ontario.

The terms of any definitive agreement shall be consistent with the Feed in Tariff contracts as presently awarded to SunEdison. A process to address extensions and amendments to those contracts will be reflected in the definitive agreement.

Following the execution of this Term Sheet, the parties will negotiate in good faith with a view to developing a definitive agreement, which will outline the terms for the Six Nations support of the Project and the sharing by SunEdison of any financial and non-financial benefits of the Projects. The parties acknowledge that the definitive agreement is subject to Six Nations, in accordance with its customs for approval or ratification, receiving community support for the Project through its community engagement process and appropriate board approval by SunEdison or any subsequent owner or operator of the Projects. The parties acknowledge that any definitive agreement shall include the Financial Accommodation outlined below.

The information contained herein is confidential. Both parties will hold and treat it in the strictest confidence. Neither party shall, directly or indirectly, disclose or communicate or permit anyone else to disclose or communicate this Agreement or any of its content or any part thereof to any person, firm or entity without the other party’s prior consent.

Financial Accommodation

Subject to reaching agreement on all other terms and conditions, SunEdison will agree to pay to Six Nations an amount equal to \$2,000.00 per MW for the 20 year period using the net present value option of 7.14% for a onetime 20 year payment of \$432,892.73 for both Projects.

Both parties agree to work in good faith and cooperate in all aspects of this Term Sheet.

Signed on the _____ day of _____, in the year _____;

by SunEdison Canadian Construction LP.;

Signature

Name (Print)

and by Six Nations of the Grand River;

J. Ava Hill

Signature

G. AVA HILL

Name (Print)

SNCR Resolution: ICGC#489/09/09/2014