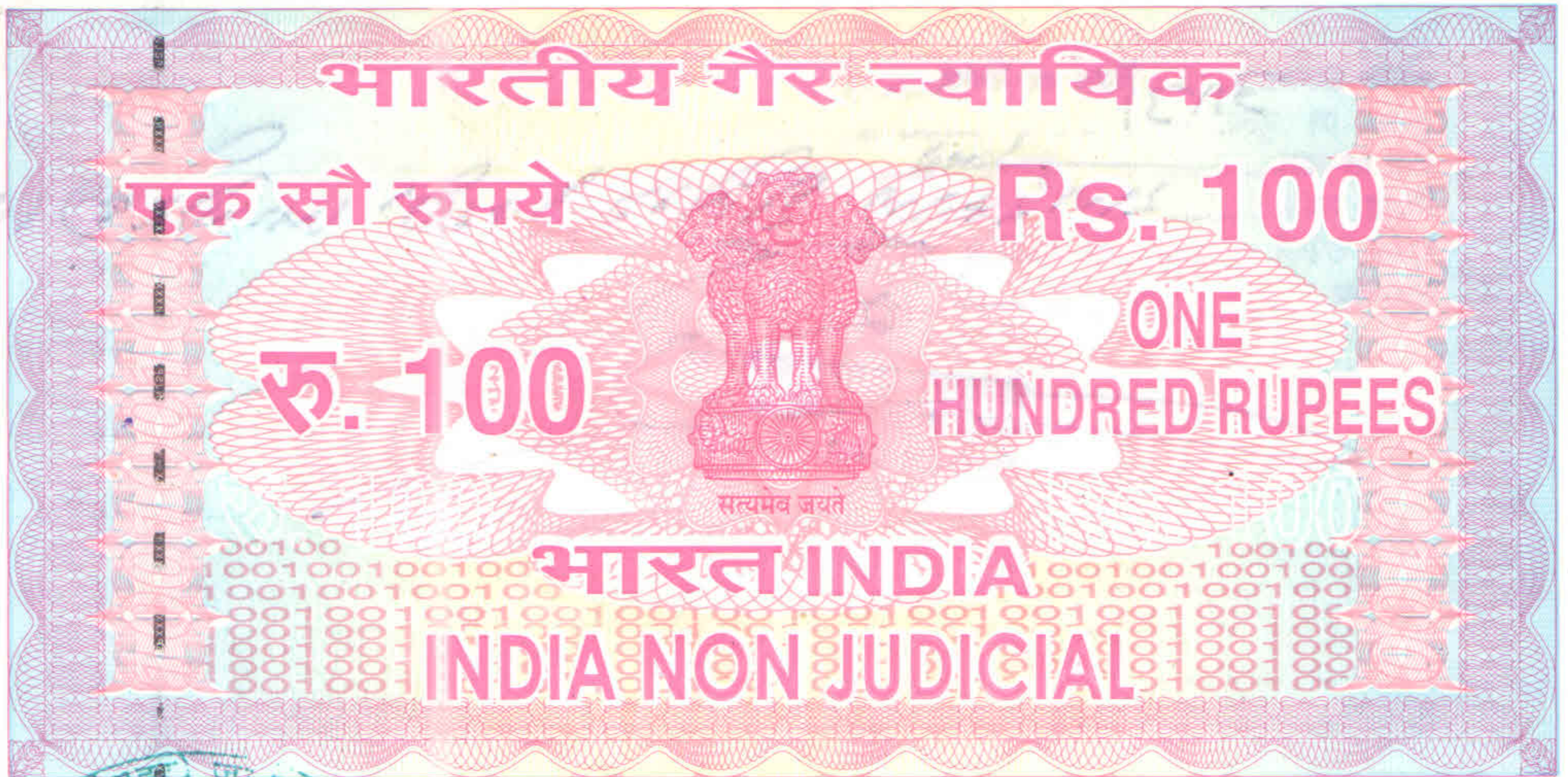




AA 370210

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is entered into this 28th day of October 2014 by and between:

- (1) Rajasthan Renewable Energy Corporation Limited signing this MOU on behalf of the Government of Rajasthan, with its principal office at E-166, Yudhisthir Marg, C-Scheme, Jaipur ("RREC"); and
- (2) SunEdison Solar Power India Private Limited., a company organized and existing under the Companies Act, 1956, with its registered office at 10th Floor, Menon Eternity, 165, St. Mary's Road, Alwarpet, Chennai- 600 010 ("SunEdison India").

Government of Rajasthan and SunEdison India are hereinafter referred to collectively as the "Parties" and individually as a "Party".




Managing Director
GOR
Rajasthan Renewable Energy Corporation Ltd.
JAIPUR-302 001

WITNESSETH:

WHEREAS, SunEdison India, a part of the SunEdison group of companies ("SunEdison Group") comprising various entities under the effective ownership and control of SunEdison, Inc. (NYSE: SUNE) is a leading solar photovoltaic ("Solar PV") energy developer, financier, owner and operator of PV assets. SunEdison Group has installed over 1.4 Giga Watt of Solar PV assets across over 1,000 PV plants globally, and SunEdison India is the regional operational headquarters of SunEdison Group in the Asia-Pacific, South Africa and the Gulf Cooperation Council region.

The State Government of Rajasthan desires to promote renewable energy, particularly solar energy, with a view to reduce the adverse impact of fossil fuels on the environment,

augment the available production, resources, and supply of electricity in the State of Rajasthan, and to develop Rajasthan as the global hub for solar energy

SunEdison India has expressed its interest in working with the Government of Rajasthan and helping promote the use of Solar PV as a viable technology in light of the high insolation available in the State of Rajasthan and SunEdison's own capabilities and expertise in delivering to the State of Rajasthan clean and affordable electricity.

NOW, THEREFORE, in consideration of the foregoing premises, the following summarizes the proposed principal matters that the Parties agree to explore.

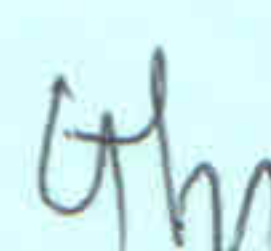
Article 1.

Part A: Solar PV Development

1.1 SunEdison Proposal:

- 1.1.1 SunEdison India proposes to set up 5000 MW of Solar PV to generate and supply solar energy to various distribution companies and utilities, nodal entities of the Central Government of the Union of India viz. Power Trading Corporation, Solar Energy Corporation of India, and NTPC Vidyut Vyapar Nigam Limited, and various other third party off-takers and power consumers / distributors, within and outside the State of Rajasthan. SunEdison India shall submit a proposal ("Proposal") to establish multiple mega solar projects (each, a "Mega Solar Project") in high-insolation locations within the State of Rajasthan, and expects each Mega Solar Project to have a generating capacity of 500 MW or more.
- 1.1.2 The Proposal submitted by SunEdison India shall include proposed tariff structure and financial models for each Mega Solar Project, the support required from the State of Rajasthan, the time-frame for implementation of the projects, and the most preferred location of the plants along with other necessary technical and commercial details.




Managing Director
Rajasthan Renewable Energy Corporation Ltd.
JAIPUR-302 001

- 1.1.3 The Proposal shall include details of an immediate plan to implement between 500 MW to 1,000 MW ("**Initial Development**") before December 31, 2016, and a high level plan for implementing further 4000 MW as per schedule to be mutually agreed upon. This shall include details of the off-take arrangements that SunEdison India desires to explore or proposes to secure. Identification of suitable off-taker/purchaser of power and execution of power purchase agreements, will be the sole responsibility of SunEdison India.
- 1.1.4 The Proposal shall further include details on the concept of "*Sun Farming*". Sun Farming is a construct where farmers, who lease ("**Lease**") their land for development of a solar power project/solar park, may earn lease-income on such Leases. This will ensure sustainability and continuing livelihood support for local farmers who are unable to produce adequate agri output due to soil conditions or other issues.
- 1.2 **Government of Rajasthan Support:**
- 1.2.1 The Government of Rajasthan shall support SunEdison India in such manner as is in compliance with applicable law and consistent with public policy in the implementation of the Proposal, including the Initial Development.
- 1.2.2 The Government of Rajasthan shall facilitate the identification of government land ("**Government Land**") suitable for the development of Solar PV projects by SunEdison India, and may allot Government land to SunEdison India or such of its affiliate (as may be defined and agreed upon) that is implementing the respective projects, in accordance with the provisions of the Rajasthan Land Revenue (Allotment of Land for setting up of power plant based on Renewable Energy Sources) Rules, 2007 as amended from time to time.
- 1.2.3 The Government of Rajasthan shall facilitate creation of evacuation network for the projects.
- 1.2.4 The Government of Rajasthan shall mandate the nodal agency, RREC to facilitate allotment of land and all other requisite permits & approvals from the Government of Rajasthan for the commissioning of Solar PV projects.
- 1.2.5 The Government of Rajasthan shall grant benefits/concessions, as available under Rajasthan Investment Promotion Scheme , 2014 and Rajasthan Solar Energy Policy, 2014.



Part B: Solar Water Pumping Solutions

- 1.3 **Access to Energy - Indian Farmers:** A key aspect of many state and central government driven programs in India is the provision of subsidies ("Energy Subsidies") to farmers, either in the form of discounted tariff for the electricity supplied, or providing farmers access to free electricity. The primary purpose of such Energy Subsidies is to provide and facilitate effective irrigation facilities by the farmers. SunEdison India is keen on providing assistance to the Government of Rajasthan for development of strategies and policies to enable the replacement of existing electric and diesel water pumps in the State of Rajasthan through innovative financing and business models.
- 1.4 **Suggestion on Solar Water Pump Solutions**
- 1.4.1 SunEdison India is a key market participant in the field of solar water pumps, and has established a strong in-house team of employees with exclusive focus on the solar water pump business.
- 1.4.2 SunEdison India has successfully participated in bids and implemented its Solar Water Pumps solutions and is in the process of establishing its distribution network across India and international markets. SunEdison India has previously participated in the program for using solar water pumps for hi-tech horticultural purposes launched by the Rajasthan Horticulture Development Society ("Horticulture Department Tender") - by providing technical support to a successful bidder in the Horticulture Department Tender - and has installed over 1,000 Solar Water Pumps across various farms in the State of Rajasthan, under the Horticulture Department Tender.
- 1.4.3 SunEdison India desires to be the knowledge partner to the State of Rajasthan for developing and installing solar water pumps in Rajasthan, with the paramount objective of ensuring continued peak-time access to electricity to farmers in the State of Rajasthan, primarily for the purpose of irrigation, and for use in such other applications that could benefit the farmer's use of the solar water pumps (collectively, the "Solar Pump Solutions").
- 1.4.4 SunEdison India shall prepare and submit a Technical consultative paper to the Government of Rajasthan by December 2014, for implementation of Solar Pump Solutions. The consultative paper shall contain details of the various applications that could benefit from the use of the solar water pumps installed by farmers on a model which doesn't create additional burden on state exchequer.



Part C: Suggestion on Solar Farming

- 1.5 **Net-Metering & Solar Farming:** Presently, there are various water-starved districts and villages in the State of Rajasthan which are facing an acute shortage of both water for irrigation of farmland, and electricity for utilizing irrigation facilities owned or in possession of a farmer.
- 1.6 The Government of Rajasthan desires to evolve a mechanism that would enable farmers in such areas to generate electricity using Solar PV infrastructure (including the Solar Pump Solutions), and using it for their captive purpose ("Captive Use"). SunEdison India will provide a model similar to the net-metering concept existing in various developed international markets, whereby consumers who own Solar PV (or other generating facilities) have the ability to feed into the grid any energy in excess of the Captive Use, and the energy supplied to the relevant grid shall be offset from the actual consumption of energy of such consumer from the grid.
- 1.7 SunEdison India shall submit a Consultative Paper for implementation of the Solar Farming solutions. The Consultative Paper shall also contain a summary of the applicable law (including, without limitation, the Electricity Act, 2003) that would impact or govern Solar Farming.

Article 2. Undertakings of the Parties

Upon the execution of this MOU, each Party shall deploy properly qualified technical, business development, legal and other personnel to carry out the activities contemplated in Article 1.

Article 3. Implementation of the MoU

State Government may constitute a high-powered monitoring committee to monitor/co-ordinate implementation of this MoU.

Article 4. Ethical Business Practices

Each Party shall comply with all laws with regard to anti-bribery and prevention of corruption laws applicable to both Parties

Article 5. Non-Binding Provisions

The provisions of this MOU are not intended to be binding on the Parties and are intended only to facilitate the preparation, negotiation and execution of definitive agreements by the Parties.

Article 6. Term and Termination

This MOU shall become effective upon the execution hereof by the Parties, and shall be valid for a period of 5 years from the date thereof, unless terminated earlier by written notice given by one Party to the other.

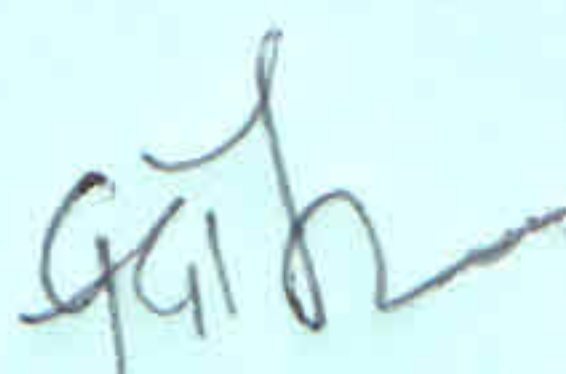


Article 7. Further Documentation

The parties hereto agree and undertake to execute, if required, such further and other documents as may be necessary for the purpose of effectually carrying out the purpose and intendments of this MoU including a Definitive Long Form Agreement (DLFA).

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives as of the day and year first above written.

By: _____



B. K. Dosi, IAS

Managing Director

Managing Director **Rajasthan Renewable Energy Corporation Ltd.**

Rajasthan Renewable Energy Corporation Limited

(On behalf of the Government of Rajasthan)

By: _____

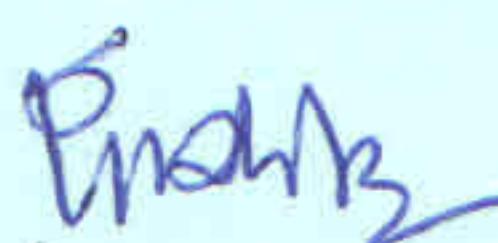


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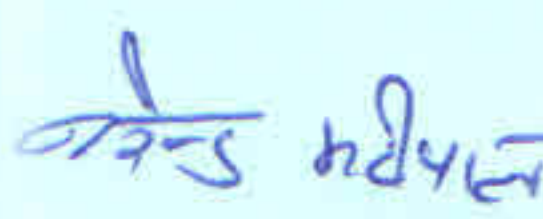
Managing Director

SunEdison, India

Witness 1:


(Surendra Vashistha)
Project manager (GIPP-II)
RREC, Jaipur

Witness 2:


(Narendra Mahipal)
Manager, Project Development.
SunEdison India.