

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE TERRAFORM POWER, INC. MERGER
STOCKHOLDERS LITIGATION

C.A. No. 2022-0097-KSJM

NOTICE OF PENDENCY OF STOCKHOLDER CLASS ACTION AND PROPOSED SETTLEMENT, SETTLEMENT HEARING, AND RIGHT TO APPEAR

*The Delaware Court of Chancery authorized this Notice.
This is not a solicitation from a lawyer.*

TO: ALL RECORD AND BENEFICIAL HOLDERS OF TERRAFORM POWER, INC. (“TERP” OR THE “COMPANY”) CLASS A COMMON STOCK (NASDAQ: “TERP”) WHOSE SHARES WERE EXCHANGED FOR EITHER CLASS A SHARES OF BROOKFIELD RENEWABLE CORPORATION (“BEPC”) OR LIMITED PARTNERSHIP UNITS OF BROOKFIELD RENEWABLE PARTNERS, L.P. (“BEP”) UPON CLOSING OF THE MERGER BETWEEN TERP AND AFFILIATES OF BROOKFIELD ASSET MANAGEMENT, INC. (“BROOKFIELD”) ON JULY 31, 2020.

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights will be affected by the above-captioned stockholder class action (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”) if you were a record holder or beneficial owner of TERP Class A common stock whose shares were exchanged for either Class A shares of BEPC or limited partnership units of BEP in connection with the closing of the merger between TERP and affiliates of Brookfield on July 31, 2020.

NOTICE OF SETTLEMENT: Please also be advised that (i) Plaintiffs City of Dearborn Police and Fire Revised Retirement System (Chapter 23) (“Dearborn”), Rosson Trust U/A 4/23/92 (“Rosson Trust”), and Noah Wright (“Wright,” and collectively with Dearborn and Rosson Trust, “Plaintiffs”), individually and on behalf of the Class (defined in Paragraph 58 below); and (ii) Defendants Brookfield, Brookfield Infrastructure Fund III GP LLC (“BIF”), Orion US GP LLC (“Orion”), Orion US Holdings 1 LP (“Orion 1”), Harry Goldgut (“Goldgut”), Brian Lawson (“Lawson”), Richard Legault (“Legault”), Sachin Shah (“Shah”), John Stinebaugh (“Stinebaugh”), BEP, and BEPC (collectively with Brookfield, BIF, Orion, Orion 1, Goldgut, Lawson, Legault, Shah, Stinebaugh, and BEP, “Defendants”) have reached a proposed settlement for \$83,750,000 in cash (the “Settlement”).¹ The proposed Settlement, if approved, will resolve all claims in the Action against Defendants, and the Action will be dismissed with prejudice.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. This Notice explains how Class Members (defined in Paragraph 58 below) will be affected by the Settlement. The following table provides a brief summary of the rights you have as a Class Member and the relevant deadlines, which are described in more detail later in this Notice.²

CLASS MEMBERS’ LEGAL RIGHTS IN THE SETTLEMENT:	
TO RECEIVE A PAYMENT FROM THE SETTLEMENT. CLASS MEMBERS DO NOT NEED TO SUBMIT A CLAIM FORM.	If you are a Class Member (defined in Paragraph 58 below), you may be eligible to receive a <i>pro rata</i> distribution from the Settlement proceeds. Eligible Class Members (defined in Paragraph 68 below) do not need to submit a claim form in order to receive a distribution from the Settlement, if approved by the Court. Your distribution from the Settlement will be paid to you directly. <i>See</i> Paragraphs 65-72 below for further discussion.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN JUNE 5, 2026.	If you are a Class Member and would like to object to the proposed Settlement, the proposed Plan of Allocation, or Lead Plaintiffs’ Counsel’s (defined in Paragraph 1 below) Fee and Expense Award (defined in Paragraph 76 below) or any Incentive Awards to Plaintiffs (defined in Paragraph 76 below), you may write to the Court and explain the reasons for your objection.
ATTEND A HEARING ON JUNE 22, 2026 AT 1:30 P.M. AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN JUNE 5, 2026.	Filing a written objection and notice of intention to appear that is received by June 5, 2026, allows you to speak in Court, at the discretion of the Court, about your objection. In the Court’s discretion, the June 22, 2026 hearing may be conducted by telephone or video conference (<i>see</i> Paragraphs 77-78 below). If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.

¹ Plaintiffs and Defendants are referred to herein collectively as the “Settling Parties,” and each individually as a “Settling Party.”

² Any capitalized terms used in this Notice that are not otherwise defined in this Notice shall have the meanings given to them in the Stipulation and Agreement of Settlement, Compromise, and Release, dated March 6, 2026 (the “Stipulation”). A copy of the Stipulation is available at <https://www.TerraformStockholderLitigation.com>.

WHAT THIS NOTICE CONTAINS

What Is The Purpose Of This Notice?	Page 2
What Is This Case About?	Page 2
How Do I Know If I Am Affected By The Settlement?	Page 5
What Are The Terms Of The Settlement?	Page 6
What Are The Settling Parties' Reasons For The Settlement?	Page 6
How Much Will My Payment From The Settlement Be? How Will I Receive My Payment?	Page 7
What Will Happen If The Settlement Is Approved? What Claims Will The Settlement Release?	Page 8
How Will Plaintiffs' Counsel Be Paid?	Page 9
When And Where Will The Settlement Hearing Be Held? Do I Have To Come To The Hearing? May I Speak At The Hearing If I Don't Like The Settlement?	Page 9
Can I See The Court File? Whom Should I Contact If I Have Questions?	Page 11
What If I Held Shares On Someone Else's Behalf?	Page 11

WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to notify Class Members (defined in Paragraph 58 below) of the existence of the Action and the terms of the proposed Settlement. The Notice is also being sent to inform Class Members of a hearing that the Court has scheduled to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation for the Settlement proceeds, and the application by Lead Plaintiffs' Counsel³ for a Fee and Expense Award, including any Incentive Awards to Plaintiffs, in connection with the Settlement (the "Settlement Hearing"). See Paragraphs 77-78 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

2. The Court directed that this Notice be mailed to you because you may be a Class Member. The Court has directed us to send you this Notice because, as a Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how the Action and the proposed Settlement generally affect your legal rights.

PLEASE NOTE: The Court may approve the proposed Settlement with such modifications as the Settling Parties may agree to, if appropriate, without further notice to the Class.

3. The issuance of this Notice is not an expression by the Court of any findings of fact or any opinion concerning the merits of any claim in the Action, and the Court has not yet decided whether to approve the Settlement. If the Court approves the Settlement, then payments to Eligible Class Members (defined in Paragraph 68 below) will be made after any appeals are resolved.

PLEASE NOTE: Receipt of this Notice does not mean that you are a Class Member or an Eligible Class Member or that you will be entitled to receive a payment from the Settlement.

WHAT IS THIS CASE ABOUT?

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO THE FOLLOWING MATTERS AND THESE RECITATIONS SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE SETTLING PARTIES.

4. In March 2017, Brookfield and its affiliates agreed to acquire 51% of the common stock of TERP from SunEdison, Inc. and became TERP's majority stockholder and sponsor. In connection therewith, Brookfield and certain of its affiliates entered into agreements with TERP whereby, *inter alia*, (i) Brookfield had the right to designate TERP's Chief Executive Officer, Chief Financial Officer, and General Counsel for appointment by TERP's board of directors (the "Board"); (ii) Brookfield had the right to nominate a majority of TERP's seven-member Board (*i.e.*, four of the seven directors); and (iii) the Board was required to have a conflicts committee (the "Conflicts Committee"), consisting of three independent directors, to review potential material transactions that posed a potential conflict of interest between Brookfield and TERP.

5. On February 7, 2018, TERP publicly announced a tender offer (the "Tender Offer") to acquire Saeta Yield, S.A. (the "Saeta Acquisition") for an aggregate purchase price of approximately \$1.2 billion. TERP publicly disclosed that it expected to fund the Tender

³ "Lead Plaintiffs' Counsel" are Friedman Oster & Tejtel PLLC, Julie & Holleman LLP, and Labaton Keller Sucharow LLP. "Plaintiffs' Counsel" are Lead Plaintiffs' Counsel, Andrews & Springer LLC, Kaskela Law LLC, Purcell & Lefkowitz LLP, and Robbins LLP.

Offer by (a) conducting a \$400 million equity issuance of the Company's Class A common stock (the "Equity Offering"), and (b) using its available liquidity to fund the remaining \$800 million.

6. On May 3, 2018, TERP commenced the Tender Offer. On May 10, 2018, TERP filed its definitive proxy statement with the SEC seeking, *inter alia*, stockholder approval for the issuance of up to 61 million shares of common stock to facilitate the Equity Offering. On May 23, 2018, TERP stockholders approved the share issuance at the Company's annual stockholder meeting.

7. On June 4, 2018, Brookfield and TERP, with approval from the Conflicts Committee, determined to partially fund the Saeta Acquisition through a private placement of \$650 million of TERP stock to Brookfield (the "Private Placement"), in place of the Equity Offering. On June 12, 2018, TERP completed the Saeta Acquisition.

8. On September 19, 2019, Martin Rosson ("Rosson") commenced an action in the Court against certain Defendants and Brookfield BRP Holdings (Canada) Inc. ("BRP Canada"), alleging breaches of fiduciary duty arising from the Private Placement and the Saeta Acquisition (the "Rosson Private Placement Action").

9. On October 14, 2019, Dearborn served a demand for inspection of the books and records of TERP, seeking documents relating to the negotiation and approval of the Tender Offer and Private Placement.

10. On January 11, 2020, BEP made an all-stock proposal to acquire the outstanding shares of TERP (the "Merger").

11. On January 27, 2020, Dearborn commenced an action in the Court (the "Dearborn Private Placement Action") asserting direct and derivative breach of fiduciary duty claims arising from the Private Placement against: (a) Brookfield, Orion 1, and BRP Canada; (b) TERP directors Lawson, Goldgut, Legault, and Shah; (c) TERP CEO Stinebaugh; and (d) TERP as a nominal defendant (collectively, the "Private Placement Action Defendants"). The Dearborn Private Placement Action alleged, *inter alia*, that Brookfield paid an unfairly low price to acquire TERP common stock in the Private Placement.

12. On February 13, 2020, the Court consolidated the Rosson Private Placement Action and Dearborn Private Placement Action (the "Private Placement Action"). The Court designated the Dearborn Private Placement Action complaint as the operative complaint in the Private Placement Action.

13. On March 16, 2020, TERP and certain Brookfield-affiliated Defendants entered into an Agreement and Plan of Reorganization to effect the Merger (the "Merger Agreement"). Pursuant to the Merger Agreement, each TERP stockholder (other than Brookfield-affiliated stockholders) was entitled to receive, in exchange for each public TERP share, an equivalent to 0.381 of a BEPC exchangeable share or, at the election of the holder of such share, 0.381 of a BEP unit (in each case, subject to certain adjustments detailed in the Merger Agreement) (the "Merger Consideration").

14. On April 23, 2020, the Court denied a motion to stay the Private Placement Action filed by the Private Placement Action Defendants.

15. On April 28, 2020, and May 1, 2020, Rosson and Dearborn served 41 document requests and 52 interrogatories on the Private Placement Action Defendants. The Private Placement Action Defendants served responses and objections on July 3, 2020. In response to Plaintiffs' discovery requests and subpoenas, Plaintiffs received and reviewed 985 documents, or approximately 7,109 pages, in the Private Placement Action.

16. On May 7, 2020, the Private Placement Action Defendants filed their Partial Answer and Affirmative Defenses to the Verified Stockholder Derivative and Class Action Complaint.

17. On June 29, 2020, TERP filed its definitive proxy statement with the SEC seeking, *inter alia*, stockholder approval for the Merger (the "Proxy"). On July 29, 2020, TERP stockholders approved the Merger.

18. On July 31, 2020, the Merger closed (the "Closing").

19. As a result of the Closing, Rosson and Dearborn were no longer stockholders of TERP, and no longer had standing to prosecute the derivative claims asserted in the Private Placement Action on behalf of TERP. Accordingly, on September 15, 2020, the Court granted a stipulated and proposed order to dismiss the derivative claims in the Private Placement Action.

20. On October 30, 2020, the Court denied a motion to dismiss the remaining claims in the Private Placement Action, holding, *inter alia*, that Rosson and Dearborn maintained standing to prosecute their claims under *Gentile v. Rosette*, 906 A.2d 91 (Del. 2006) (the "Private Placement Action Motion to Dismiss Ruling"). The Private Placement Action Defendants subsequently were granted leave to, and did, file an interlocutory appeal challenging the Private Placement Action Motion to Dismiss Ruling.

21. On September 20, 2021, in *Brookfield Asset Management, Inc. v. Rosson*, No. 406, 2020, the Delaware Supreme Court reversed the Private Placement Action Motion to Dismiss Ruling. In so doing, the Delaware Supreme Court overruled *Gentile v. Rosette*, and held that the claims in the Private Placement Action were solely derivative in nature.

22. On March 24, 2020, Dearborn served a demand for inspection of the books and records of TERP, seeking books and records relating to the negotiation and approval of the Merger.

23. On April 13, 2020, Rosson and Wright served separate demands for inspection of the books and records of TERP, seeking books and records relating to the negotiation and approval of the Merger.
24. On July 1, 2020, Dearborn, Rosson, and Wright commenced an action in the Court under 8 *Del. C.* §220 against TERP to compel the inspection of books and records, and moved for expedited proceedings relating thereto (the “Books and Records Action”).
25. On July 30, 2020, the Court granted a stipulation coordinating the Books and Records Action with actions filed by Kurt Highducheck and Ruth Comas seeking similar relief to the Books and Records Action (together, with the Books and Records Action, the “Coordinated Books and Records Action”).
26. On July 31, 2020, TERP propounded interrogatories and served requests for the production of documents on Dearborn, Rosson, and Wright. On August 7, 2020, Dearborn, Rosson, and Wright served objections and responses to TERP’s interrogatories.
27. Dearborn, Rosson, and Wright produced documents in response to TERP’s discovery requests.
28. TERP subsequently produced 3,341 pages of documents to Dearborn, Rosson, and Wright in the Coordinated Books and Records Action.
29. On January 28, 2022, Plaintiffs⁴ filed the initial complaint in this Action against Defendants and the members of the special committee of the Board that approved the Merger, consisting of Christian S. Fong, Mark McFarland, and Carolyn Burke (the “Special Committee”).
30. On June 13, 2022, the Court granted a stipulation voluntarily dismissing with prejudice the Coordinated Books and Records Action.
31. On June 14, 2022, the parties stipulated to dismiss the claims against the members of the Special Committee, each of whom agreed to submit to discovery in the Action as if they remained parties.
32. On June 21, 2022, Plaintiffs filed the Verified Amended Stockholder Class Action Complaint (the “Complaint”). The Complaint asserts direct breach of fiduciary duty claims arising from the Merger against (a) BAM, BIF, Orion, Orion 1, BEP, and BEPC; (b) TERP directors Goldgut, Lawson, Legault, and Shah; and (c) TERP CEO Stinebaugh in his capacity as an officer of TERP. The Complaint alleges that Defendants negotiated and approved the Merger through an unfair process and for an unfairly low price, including that Brookfield received a non-ratable benefit from and/or stood on both sides of the Merger as both the buyer and the majority stockholder of TERP, and that Brookfield allegedly used its control to unfairly influence the Merger’s negotiations. The Complaint also alleges that certain Defendants caused TERP to issue an allegedly false and misleading Proxy.
33. On August 26, 2022, Defendants filed a Motion to Dismiss the Complaint (the “Motion to Dismiss”), arguing that Plaintiffs’ claims were subject to business judgment review, that Plaintiffs lacked standing to challenge the Merger, and that Plaintiffs failed to plead a claim against Stinebaugh in his capacity as an officer.
34. On June 23, 2023, the Court entered an order granting the Motion to Dismiss (the “Motion to Dismiss Ruling”). The Court held that Plaintiffs’ claims were subject to business judgment review, including because the Court held that the Proxy did not omit material information. Because the Court held that there was no predicate breach of fiduciary duty, the Court also granted the Motion to Dismiss as to Plaintiffs’ claims against Stinebaugh as an officer.
35. On July 6, 2023, Plaintiffs appealed the Motion to Dismiss Ruling.
36. On March 25, 2024, in *City of Dearborn Police and Fire Revised Retirement System v. Brookfield Asset Management, Inc.*, No. 241, 2023, the Delaware Supreme Court reversed the Motion to Dismiss Ruling, holding that the Proxy failed to disclose certain potential conflicts of interest and certain management fees Brookfield anticipated from the Merger.
37. On May 23, 2024, Defendants answered the Complaint.
38. On June 12, 2024, Plaintiffs filed a Motion to Deem Certain Allegations of the Complaint as Admitted and to Strike Defendants’ Affirmative Defenses.
39. Beginning on June 21, 2024, Plaintiffs propounded discovery in this Action. Plaintiffs served 55 document requests, 110 interrogatories, and 18 requests for admission on Defendants, and 49 document requests and 53 interrogatories on members of the Special Committee. Defendants and the Special Committee members supplemented their responses to the interrogatories multiple times over the course of the Action.
40. On June 25, 2024, the Court entered the Stipulation and Order for the Production and Exchange of Confidential and Highly Confidential Information (the “Confidentiality Order”).
41. Beginning on July 24, 2024, Plaintiffs served 10 subpoenas on third parties.

⁴ Until March 6, 2025, as detailed below, Rosson was a plaintiff in the Action and is included in the definition of Plaintiffs for descriptive purposes only.

42. Beginning on August 1, 2024, Defendants propounded discovery in this Action. Defendants served 32 document requests and 25 interrogatories on Plaintiffs.

43. On September 17, 2024, the Court held an oral argument on Plaintiffs' Motion to Deem Certain Allegations of the Complaint as Admitted and to Strike Defendants' Affirmative Defenses. The Court ordered Defendants to serve an amended answer to the Complaint.

44. On October 24, 2024, Defendants filed their amended answer to the Complaint.

45. The Settling Parties engaged in extensive party and non-party fact discovery in 2024 and 2025, during which they corresponded and met-and-conferred about various discovery issues, including the nature and scope of productions, the identification of document custodians, implementation of search terms, and privilege assertions.

46. In response to Plaintiffs' discovery requests and subpoenas, Plaintiffs received and reviewed more than 279,682 documents, or approximately 1,713,040 pages, including tens of thousands of documents that were produced by overlay over the course of the Action as a result of privilege disputes Plaintiffs raised with Defendants, members of the Special Committee, and non-parties.

47. Plaintiffs produced 792 documents, or approximately 13,173 pages, in response to Defendants' discovery requests.

48. On March 6, 2025, the Court granted a stipulation and proposed order dismissing Rosson as a Plaintiff from the Action and joining the Rosson Trust as a Plaintiff in the Action.

49. Between July 21, 2025, and November 13, 2025, Plaintiffs took 13 fact depositions, including all former TERP directors who approved the Merger and Private Placement, members of the Special Committee, former TERP CEO Stinebaugh, several Brookfield executives, and representatives of financial advisors to the Special Committee. Defendants took four fact depositions, including depositions of each Plaintiff as well as Dearborn's investment manager.

50. On July 30, 2025, the Settling Parties engaged in an in-person mediation session before the Honorable Layn R. Phillips (the "Mediator"). In advance of the mediation session, the Settling Parties submitted mediation statements addressing the issues of liability and damages. The July 30, 2025 mediation session did not conclude with a settlement. Following the mediation session, the Settling Parties, through the Mediator, continued to discuss the possibility of settlement.

51. Between August 4, 2025, and October 10, 2025, Plaintiffs filed seven discovery motions, including motions to compel and for privilege waiver, against Defendants, the Special Committee, and non-parties, including certain of the Special Committee's legal and financial advisors. Plaintiffs resolved or partially resolved four of the motions to compel with the respective non-parties. Three of the motions to compel were scheduled for oral argument on November 18, 2025, with one motion to compel submitted to the Court for resolution on the papers.

52. On October 24, 2025, Plaintiffs and Defendants each served opening expert reports.

53. On November 14, 2025, the Settling Parties engaged in a second mediation session before the Mediator, in advance of which the Settling Parties submitted supplemental mediation statements addressing the issues of liability and damages. At the conclusion of the November 14, 2025 mediation session, the Mediator communicated a double-blind recommendation for settlement of the Action.

54. On November 15, 2025, the Settling Parties accepted the Mediator's double-blind recommendation for settlement of the Action, reaching an agreement in principle to settle the Action that was memorialized in a Settlement Term Sheet (the "Term Sheet") executed on November 16, 2025.

55. On November 17, 2025, the Settling Parties informed the Court of the Term Sheet, and agreed to suspend all upcoming deadlines in the Action and cancel the November 18, 2025 oral argument on Plaintiffs' pending motions to compel.

56. After additional negotiations regarding the specific terms of their agreement, the Settling Parties entered into the Stipulation on March 6, 2026. The Stipulation, which reflects the final and binding agreement between the Settling Parties on the terms and conditions of the Settlement and which supersedes and replaces the Term Sheet, can be viewed at www.TerraFormStockholderLitigation.com.

57. On March 18, 2026, the Court entered a Scheduling Order directing that notice of the Settlement be provided to potential Class Members, and scheduling the Settlement Hearing to, among other things, consider whether to grant final approval to the Settlement.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

58. If you are a member of the Class, you are subject to the Settlement. The Class consists of:

All record or beneficial holders of TERP Class A common stock as of the Closing whose TERP Class A common stock was exchanged for either Class A shares of BEPC or limited partnership units of BEP upon the Closing, including, as necessary for relief, the legal representatives, heirs, successors-in-interest, successors, transferees, and assigns of all such foregoing holders and beneficial owners of TERP Class A common stock, but excluding the Excluded Stockholders.

In negotiating the Settlement, the Settling Parties further agreed to exclude from the Class: (i) Defendants; (ii) members of the Special Committee; (iii) any affiliated entities of any of the foregoing that held TERP stock as of the Closing; and (iv) members of the Immediate Family of any of the foregoing (the “Excluded Stockholders”).

PLEASE NOTE: The Class is a non-“opt-out” settlement class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2). Accordingly, Class Members do not have the right to exclude themselves from the Class.

WHAT ARE THE TERMS OF THE SETTLEMENT?

59. In consideration of the settlement of the Plaintiffs’ Released Claims (defined in Paragraph 73 below) against Defendants and the other Defendants’ Released Parties (defined in Paragraph 73 below), Defendants shall cause their insurance carriers, on behalf of Defendants, to pay \$83,750,000 in cash (the “Settlement Payment”) into an interest-bearing escrow account for the benefit of the Class and will release the Defendants’ Released Claims (defined in Paragraph 73 below) against the Class and other Plaintiffs’ Released Parties (defined in Paragraph 73 below). *See* Paragraphs 68-75 below for details about the distribution of the Settlement proceeds to Eligible Class Members and the release of claims.

60. Defendants and all of the other Defendants’ Released Parties shall bear no personal responsibility for any payment in connection with the Stipulation or the Settlement.

WHAT ARE THE SETTLING PARTIES’ REASONS FOR THE SETTLEMENT?

61. Plaintiffs and Lead Plaintiffs’ Counsel thoroughly considered the facts and law underlying the claims asserted in the Action. Plaintiffs and Lead Plaintiffs’ Counsel have concluded that (a) the terms and conditions of the Settlement and the Stipulation are fair, reasonable, and adequate to Plaintiffs and the other Class Members, and in their best interests, and (b) the Settlement confers substantial benefits on the Class Members. Based on their direct oversight of the prosecution of this matter, along with the input of Lead Plaintiffs’ Counsel, subject to approval by the Court, Plaintiffs have agreed to settle the claims raised in the Action pursuant to the terms and provisions of the Stipulation, after considering: (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) the problems of proof associated with, and possible defenses to, the claims asserted in the Action; (iv) the desirability of permitting the Settlement to be consummated according to its terms; (v) the expense and length of continued proceedings necessary to prosecute the Action against Defendants through trial and appeals; and (vi) the conclusion reached by Plaintiffs and Lead Plaintiffs’ Counsel that the terms and conditions of the Stipulation are fair, reasonable, and adequate, and that settling the Action on the terms set forth in the Stipulation is in the best interest of the Class Members.

62. In light of the monetary recovery achieved, and based upon their investigation and prosecution of the case and the information available to them through discovery and the settlement negotiations—which all provided Plaintiffs and Lead Plaintiffs’ Counsel with a detailed basis upon which to assess the relative strengths and weaknesses of Plaintiffs’ positions and Defendants’ positions in the Action—Plaintiffs and Lead Plaintiffs’ Counsel have concluded that the terms and conditions of the Stipulation are fair, reasonable, and adequate to Plaintiffs and the Class, and in their best interests. The Settlement provides an immediate benefit in the form of the \$83,750,000 Settlement Payment without the risk that continued litigation could result in obtaining no recovery or a smaller recovery from Defendants after continued extensive and expensive litigation, including trial and appeals.

63. Defendants deny any and all allegations of wrongdoing, fault, liability, legal violation, or damage whatsoever alleged in the Action, including, but not limited to, any allegations that Defendants have committed any violations of law or breach of any duty owed to TERP’s unaffiliated stockholders, that the Merger was not entirely fair to, or in the best interests of, TERP’s unaffiliated stockholders, that Defendants have acted improperly in any way, and that Defendants have any liability or owe any damages of any kind to Plaintiffs or the Class. Defendants also deny that TERP’s unaffiliated stockholders were harmed by any conduct of Defendants that was alleged, or could have been alleged, in the Action. Defendants are entering into the Settlement and the Stipulation solely to avoid the substantial burden, expense, inconvenience, and distraction of continued litigation and to resolve each of the Plaintiffs’ Released Claims, as defined below, as against the Defendants’ Released Parties, as defined below, without acknowledging any wrongdoing, fault, liability, or damages. Each of the Defendants assert that, at all relevant times, such Defendant acted in good faith and in a manner believed to be in the best interests of TERP and TERP’s unaffiliated stockholders, and in compliance with applicable law.

64. Nothing in the Stipulation or the Settlement shall be construed as an admission by Defendants of any wrongdoing, fault, liability, or damages, or any infirmity in the defenses that any of the Defendants have or could have asserted. Neither the Stipulation, the Settlement, or the negotiations leading to the execution of the Stipulation or Settlement, nor any proceedings taken pursuant to or in connection with the Stipulation or the Settlement, shall be offered against any Defendant, or any of Defendants’ Released Parties, as evidence of any presumption, admission, or concession by any Defendant or any of the other Defendants’ Released Parties of any fault, liability, or wrongdoing of any kind or of any damages whatsoever.

**HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT BE?
HOW WILL I RECEIVE MY PAYMENT?**

PLEASE NOTE: If you are eligible to receive a payment from the Net Settlement Fund, you do not have to submit a claim form in order to receive your payment.

65. As stated above, the \$83,750,000 Settlement Payment will be deposited into an interest-bearing escrow account for the benefit of the Class. If the Settlement is approved by the Court and the Effective Date of the Settlement occurs, the Net Settlement Fund (that is, the Settlement Payment plus any and all interest earned thereon (the “Settlement Fund”) less: (i) any and all Notice Costs; (ii) any and all Administrative Costs; (iii) any and all Taxes; (iv) any Fee and Expense Award, including any Incentive Awards to Plaintiffs to be deducted solely from any award of attorneys’ fees to Plaintiffs’ Counsel; and (v) any other fees, costs or expenses approved by the Court) will be distributed in accordance with the proposed Plan of Allocation stated below or such other plan of allocation as the Court may approve. The Settling Parties estimate that the Class consists of approximately 86,225,514 shares.

66. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the Effective Date of the Settlement has occurred. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

67. The Court may approve the Plan of Allocation as proposed or it may modify the Plan of Allocation without further notice to the Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the Settlement website, www.TerraFormStockholderLitigation.com.

PROPOSED PLAN OF ALLOCATION

68. The Net Settlement Fund will be distributed on a *pro rata* basis to “Eligible Class Members.” “Eligible Class Members” will consist of all Class Members who held or beneficially owned shares of TERP Class A common stock at the Closing and therefore received the Merger Consideration for their “Eligible Shares,” defined below. For the avoidance of doubt, Eligible Class Members exclude all Excluded Stockholders. “Eligible Shares” will be the number of shares of TERP Class A common stock held or beneficially owned by Eligible Class Members at the Closing and for which Eligible Class Members received, or were entitled to receive, the Merger Consideration.

69. Each Eligible Class Member will be eligible to receive a *pro rata* payment from the Net Settlement Fund equal to the product of (i) the number of Eligible Shares held by the Eligible Class Member and (ii) the “Per-Share Recovery” for the Settlement, which will be determined by dividing the total amount of the Net Settlement Fund by the total number of Eligible Shares.

70. Payments from the Net Settlement Fund to Eligible Class Members will be made in the same manner in which Eligible Class Members received the Merger Consideration. Accordingly, if your shares of common stock were held in “street name” and the Merger Consideration was deposited into your brokerage account, your broker will be responsible for depositing your Settlement payment into that same brokerage account.

71. Subject to Court approval in the Class Distribution Order,⁵ Lead Plaintiffs’ Counsel will direct the Settlement Administrator to conduct the distribution of the Net Settlement Fund to Eligible Class Members as follows:

(i) With respect to shares of TERP Class A common stock held of record at the Closing by the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company (collectively, “DTCC”), through its nominee Cede & Co., Inc. (“Cede”), the Settlement Administrator will cause that portion of the Net Settlement Fund to be allocated to Class Members who held their shares through DTCC Participants. The Settlement Administrator will make payment to the DTCC Participants directly. The DTCC Participants and their respective customers, including any intermediaries, shall then ensure *pro rata* payment to each Class Member based on the number of Eligible Shares beneficially owned by such Class Members.

(ii) With respect to shares of TERP Class A common stock held of record at the Closing other than by Cede, as nominee for DTCC (a “Closing Non-Cede Record Position”), the payment with respect to each such Closing Non-Cede Record Position shall be made by the Settlement Administrator from the Net Settlement Fund directly to the record owner of each Closing Non-Cede Record Position in an amount equal to the Per-Share Recovery times the number of Eligible Shares comprising such Closing Non-Cede Record Position.

(iii) A person who purchased shares of TERP common stock on or before July 31, 2020, but had not settled those shares at the Closing (“Non-Settled Shares”) shall be treated as an Eligible Class Member (and their shares treated as Eligible Shares) with respect to those Non-Settled Shares, and a person who sold those Non-Settled Shares on or before July 31, 2020 shall not be treated as an Eligible Class Member with respect to those Non-Settled Shares.

⁵ “Class Distribution Order” means any order entered by the Court permitting the distribution of the Net Settlement Fund to Eligible Class Members.

(iv) In the event that any payment from the Net Settlement Fund is undeliverable or in the event a check is not cashed by the stale date (*i.e.*, more than six months from the check's issue date), the DTCC Participants or the holder of a Closing Non-Cede Record Position shall follow their respective policies with respect to further attempted distribution or escheatment.

(v) In the event that residual funds remain, the Court may direct that residual settlement funds be redistributed to any identified Eligible Class Member. But if redistribution is uneconomic, the Court may approve a transfer of funds to the Combined Campaign for Justice or a similar organization pursuant to Court of Chancery Rule 23(g).

72. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. Plaintiffs, Defendants, Defendants' Released Parties, and their respective counsel, shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the determination, administration, or calculation of any payment from the Net Settlement Fund; any nonperformance of the Settlement Administrator or a nominee holding shares on behalf of a Class Member; the determination, administration, payment, or withholding of Taxes (including interest and penalties) owed by the Settlement Fund; or any losses incurred in connection with any of the foregoing.

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

73. If the Settlement is approved, the Court will enter a judgment (the "Judgment"). Pursuant to the Judgment, the claims asserted against Defendants in the Action will be dismissed with prejudice and the following releases will occur:

(i) **Release of Claims by Plaintiffs and the Class:** Upon the Effective Date, Plaintiffs, and all Plaintiffs' Released Parties (defined below), on behalf of themselves and their successors and assigns, shall thereupon be deemed to have fully, finally, and forever released, relinquished, settled, and discharged Defendants' Released Parties (defined below) from and with respect to every one of Plaintiffs' Released Claims (defined below), and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, maintaining, participating in, prosecuting, or continuing to prosecute any and all of Plaintiffs' Released Claims against any of the Defendants' Released Parties.

"Plaintiffs' Released Parties" means Plaintiffs, all other Class Members, and Plaintiffs' Counsel, and any and all of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, estates, administrators, predecessors, successors, assigns, insurers, and reinsurers.

"Plaintiffs' Released Claims" means any and all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands of every nature and description, whether or not currently asserted, whether known claims or Unknown Claims, suspected, existing, or discoverable, whether arising under federal, state, common, or foreign law, whether based in contract, tort, statute, law, equity, or otherwise (including, but not limited to, federal and state securities laws), that Plaintiffs or any other Class Member (a) asserted in the Complaint or the Private Placement Complaint or (b) ever had, now have, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity that, in full or part, concern, relate to, arise out of, or are in any way connected to or based upon the allegations, transactions, facts, matters, occurrences, representations, or omissions involved, set forth, or referred to in the Complaint or the Private Placement Complaint and that relate to ownership of TERP Class A common stock, except claims with regard to enforcement of the Settlement and the Stipulation.

"Defendants' Released Parties" means Defendants and the TERP Individuals, and any and all of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, estates, administrators, predecessors, successors, assigns, insurers, and reinsurers.

(ii) **Release of Claims by Defendants:** Upon the Effective Date, each of the Defendants' Released Parties, on behalf of themselves and their successors and assigns, shall thereupon be deemed to have fully, finally and forever, released, relinquished, settled and discharged Plaintiffs' Released Parties from and with respect to every one of Defendants' Released Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, maintaining, participating in, or prosecuting any and all of Defendants' Released Claims against any of Plaintiffs' Released Parties.

"Defendants' Released Claims" means any and all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands of every nature and description, whether or not currently asserted, whether known claims or Unknown Claims, suspected, existing, or discoverable, whether arising under federal, state, common, or foreign law, whether based in contract, tort, statute, law, equity, or otherwise that Defendants ever had, now have, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity that, in full or in part, concern, relate to, arise out of, or are in any way connected to the institution, prosecution, or

settlement of the claims and allegations against Defendants in the Action. For the avoidance of doubt, Defendants' Released Claims shall not include the right to enforce the Settlement.

"Unknown Claims" means (i) any Plaintiffs' Released Claims that any Plaintiff or other Class Member does not know or suspect to exist in his, her, its, or their favor at the time of the release of Defendants' Released Parties, and (ii) any Defendants' Released Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of Plaintiffs' Released Parties, including, in both (i) and (ii), without limitation, those claims that, if known by him, her, it, or them, might have affected the decision(s) with respect to the Settlement or to object or not to object to the Settlement. With respect to any and all Plaintiffs' Released Claims and Defendants' Released Claims, the Settling Parties stipulate and agree that, upon the occurrence of the Effective Date, the Settling Parties shall expressly waive, and by operation of the Judgment, the other Plaintiffs' Released Parties, each Class Member, and Defendants' Released Parties shall be deemed to have, and shall have, expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state of the United States or territory of the United States, or principle of common law, that is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

The Settling Parties acknowledge, and the other Plaintiffs' Released Parties, Class Members, and Defendants' Released Parties by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Plaintiffs' Released Claims and the Defendants' Released Claims, but that it is the intention of the Settling Parties, and by operation of law the other Plaintiffs' Released Parties, Class Members, and Defendants' Released Parties, to completely, fully, finally and forever extinguish any and all Plaintiffs' Released Claims and Defendants' Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. The Settling Parties also acknowledge, and the other Plaintiffs' Released Parties, Class Members, and Defendants' Released Parties by operation of law are deemed to acknowledge, that the inclusion of Unknown Claims in the definition of the Plaintiffs' Released Claims and the Defendants' Released Claims were separately bargained for and was a material element of the Settlement and was relied upon by each and all of the Settling Parties in entering into the Stipulation and the Settlement.

74. By Order of the Court, all proceedings against Defendants in the Action, except for those related to the Settlement, have been stayed, and Plaintiffs and all other Class Members are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any Plaintiffs' Released Claims, either directly, representatively, derivatively, or in any other capacity, against any of the Defendants' Released Parties, pending final determination of whether the Settlement should be approved.

75. If the Settlement is approved and the Effective Date occurs, no common stockholder or Class Member will be able to bring another action asserting the Plaintiffs' Released Claims against any of the Defendants' Released Parties on behalf of TERP or individually.

HOW WILL PLAINTIFFS' COUNSEL BE PAID?

76. Plaintiffs' Counsel have not received any payment for their services in pursuing claims in the Action on behalf of the Class, nor have Plaintiffs' Counsel been paid for their litigation expenses incurred in connection with the Action. Before final approval of the Settlement, Lead Plaintiffs' Counsel will apply to the Court for an award of attorneys' fees and litigation expenses in connection with achieving the creation of the Settlement Fund (the "Fee and Expense Award") in an amount not to exceed 27% of the net Settlement Fund after reimbursement of out-of-pocket litigation expenses. Each Plaintiff may also petition the Court for an incentive award of \$7,500 (the "Incentive Awards") to be paid solely from any Fee and Expense Award. The Court will determine the amount of the Fee and Expense Award and Incentive Awards. The Fee and Expense Award (including any Incentive Awards) will be paid solely from (and out of) the Settlement Fund in accordance with the terms of the Stipulation. Class Members are not personally liable for any such fees or expenses.

WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?

77. Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the Settlement Hearing. Class Members can recover from the Settlement without attending the Settlement Hearing.

PLEASE NOTE: The date and time of the Settlement Hearing may change without further written notice to Class Members. In addition, the Court may decide to conduct the Settlement Hearing remotely by telephone or video conference, or otherwise allow Class Members to appear at the hearing remotely by video or phone, without further written notice to Class Members. **In order to determine**

whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate remotely by video or phone, it is important that you monitor the Court’s docket and the Settlement website, www.TerraFormStockholderLitigation.com, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing, or updates regarding in-person or remote appearances at the hearing, will be posted to the Settlement website, www.TerraFormStockholderLitigation.com. Also, if the Court requires or allows Class Members to participate in the Settlement Hearing remotely by video or telephone conference, the information needed to access the conference will be posted to the Settlement website, www.TerraFormStockholderLitigation.com.

78. The Settlement Hearing will be held **June 22, 2026 at 1:30 p.m.**, before The Honorable Kathaleen St. J. McCormick, Chancellor, either in person at the Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, or remotely by telephone or video conference (in the discretion of the Court), to, among other things: (i) determine whether to finally certify the Class for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (ii) determine whether Plaintiffs and Plaintiffs’ Counsel have adequately represented the Class, and whether Plaintiffs should be finally appointed as Class representatives for the Class and Plaintiffs’ Counsel should be finally appointed as counsel for the Class; (iii) determine whether the proposed Settlement should be approved as fair, reasonable, and adequate to the Class and in the best interests of the Class; (iv) determine whether the Action should be dismissed with prejudice and the Releases provided under the Stipulation should be granted; (v) determine whether the Judgment approving the Settlement should be entered; (vi) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vii) determine whether and in what amount any Fee and Expense Award should be paid out of the Settlement Fund; (viii) determine whether and in what amount any Incentive Awards should be paid to Plaintiffs out of the Settlement Fund; (ix) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or Plaintiffs’ Counsel’s application for a Fee and Expense Award; and (x) consider any other matters that may properly be brought before the Court in connection with the Settlement.

79. Any Class Member may object to the Settlement, the proposed Plan of Allocation, or Lead Plaintiffs’ Counsel’s application for an award of attorneys’ fees and litigation expenses and any incentive awards to Plaintiffs (“Objector”); *provided, however*, that no Objector shall be heard or entitled to object unless, **on or before June 5, 2026**, such person **(1)** files their written objection (electronically by File & ServeXpress, by hand, by first-class U.S. mail, or by express service), together with copies of all other papers and briefs supporting the objection specified in Paragraph 80 below, with the Register in Chancery at the address set forth below; and **(2)** serves such papers on Lead Plaintiffs’ Counsel and Defendants’ counsel at the addresses set forth below; and **(3)** emails a copy of the written objection to nweinberger@labaton.com, dtejtel@fotpllc.com, doug@juliehollleman.com, and veres@abramsbayliss.com.

REGISTER IN CHANCERY		
Register in Chancery Court of Chancery of the State of Delaware New Castle County Leonard L. Williams Justice Center 500 North King Street Wilmington, DE 19801		
LEAD PLAINTIFFS’ COUNSEL		
Ned Weinberger, Esq. LABATON KELLER SUCHAROW LLP 222 Delaware Avenue, Suite 1510 Wilmington, DE 19801 nweinberger@labaton.com	David Tejtel, Esq. FRIEDMAN OSTER & TEJTEL PLLC 493 Bedford Center Road, Suite 2D Bedford Hills, NY 10507 dtejtel@fotpllc.com	Douglas E. Julie, Esq. JULIE & HOLLEMAN LLP 157 East 86th Street, 4th Floor New York, NY 10028 doug@juliehollleman.com
DEFENDANTS’ COUNSEL		
Eric A. Veres, Esq. ABRAMS & BAYLISS LLP 20 Montchanin Road, Suite 200 Wilmington, DE 19807 veres@abramsbayliss.com		

80. Any objections must: (a) identify the case name and civil action number, “*In re TerraForm Power, Inc. Merger Stockholders Litigation*, C.A. No. 2022-0097-KSJM”; (b) state the name, address, and telephone number of the Objector and, if represented by counsel, the name, address, and telephone number of the Objector’s counsel; (c) be signed by the Objector; (d) state with specificity the grounds for and purpose of the objection, including a detailed statement of the specific legal and factual basis for each and every objection, and whether the objection applies only to the Objector, to a specific subset of the Class, or to the entire Class; (e) if the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, state the identity of any witnesses the Objector may call to testify, and any exhibits the Objector intends to introduce into evidence at the Settlement Hearing; and (f) include documentary evidence sufficient to prove that the Objector is a member of the Class. Documentation establishing that an Objector is a member of the Class must consist of copies of monthly brokerage account statements or an authorized statement from the Objector’s broker containing the transactional and holding information found in an account statement.

81. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

82. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, or Lead Plaintiffs' Counsel's application for a Fee and Expense Award (including any Incentive Awards to Plaintiffs), assuming you timely file and serve a written objection as described above, you must also file a notice of appearance with the Register in Chancery and serve it on Lead Plaintiffs' Counsel and on Defendants' counsel at the mailing and email addresses set forth in Paragraph 79 above so that the notice is **received on or before June 5, 2026**, or as the Court may otherwise direct. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

83. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Lead Plaintiffs' Counsel and Defendants' counsel at the mailing and email addresses set forth in Paragraph 79 above so that the notice is **received on or before June 5, 2026**.

84. The Settlement Hearing may be adjourned by the Court without further notice to Class Members. If you intend to attend the Settlement Hearing, you should confirm the date and time with Lead Plaintiffs' Counsel.

85. Unless the Court orders otherwise, any Class Member who does not object in the manner described above shall (a) be deemed to have waived and forfeited his, her, or its right to object to any aspect of the proposed Settlement, Plan of Allocation, Lead Plaintiffs' Counsel's Fee and Expense Award application, and/or any Incentive Award application (including any right of appeal); (b) be forever barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of the Settlement, the Judgment to be entered approving the Settlement, the Plan of Allocation, and Lead Plaintiffs' Counsel's Fee and Expense Award application, and/or any Incentive Award application, and otherwise be bound by the Judgment to be entered and the Releases to be given; and (c) be deemed to have waived and to be forever barred and foreclosed from being heard, in this or any other proceeding, with respect to any matters concerning the Settlement, the Plan of Allocation, or the Fee and Expense Award (including any Incentive Awards to Plaintiffs). Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

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

86. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801. Additionally, public versions the Stipulation, the Complaint, and any related orders entered by the Court will be posted on the Settlement website, www.TerraFormStockholderLitigation.com. If you have questions regarding the Settlement, you may contact the Settlement Administrator: TerraForm Stockholder Litigation, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103 or Lead Plaintiffs' Counsel identified in Paragraph 79 above.

WHAT IF I HELD SHARES ON SOMEONE ELSE'S BEHALF?

87. If you are a broker or other nominee that held shares of TERP common stock at the Closing on July 31, 2020, for the beneficial interest of persons or entities other than yourself, you are requested to either: (i) within seven (7) calendar days of receipt of this Notice, either request from the Settlement Administrator sufficient copies of this Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notices forward them to all such beneficial owners, or (ii) within seven (7) calendar days of receipt of this Notice, forward this Notice by email to such beneficial owners; or (iii) within seven (7) calendar days of receipt of this Notice, provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to *TerraForm Stockholder Litigation*, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. If you choose the third option, the Settlement Administrator will send a copy of the Notice to the beneficial owners.

88. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred in complying with these directions by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought. A copy of this Notice may also be obtained from the Settlement website, www.TerraFormStockholderLitigation.com, by calling the Settlement Administrator toll free at (844) 933-4288, or by emailing the Settlement Administrator at info@TerraFormStockholderLitigation.com.

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

Dated: April 21, 2026

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

Questions? Call (844) 933-4288, email info@TerraFormStockholderLitigation.com or visit www.TerraFormStockholderLitigation.com