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- making recommendations in relation to and effecting the entry into insurance policies covering our assets, together with other insurances against other risks, including directors' and officers' insurance as the relevant service provider and the relevant board of directors or its equivalent may from time to time agree;
- arranging for individuals to carry out the functions of principal executive, accounting and financial officers for purposes of applicable securities laws;
- providing individuals to act as senior officers as agreed from time to time, subject to the approval of the relevant board of directors or its equivalent;
- making recommendations to us regarding the maintenance of compliance with applicable laws and other obligations; and
- providing all such other services as may from time to time be agreed with us that are reasonably related to our day-to-day operations.

The services provided by our Sponsor will be subject to the supervision of our Corporate Governance and Conflicts Committee, and our Sponsor will only provide the services requested by the Corporate Governance and Conflicts Committee and will at all times comply with our conflicts of interest policy.

In addition, pursuant to the Management Services Agreement, we will, and will cause our subsidiaries to, use best efforts to have our Sponsor or an affiliate of our Sponsor act as the primary operation and maintenance and asset management counterparty for the projects in our portfolio on terms and conditions that are market standard and otherwise reasonably acceptable to us. The amounts paid by us in respect of such services will not exceed the fair market value of such services (determined as the price that would be applicable between an unrelated service provider and recipient). Notwithstanding the foregoing, (i) if, in the good-faith determination of one of our senior executive officers, it would be commercially unreasonable to engage our Sponsor to provide operating and maintenance or asset management services or (ii) with respect to projects located in markets or utilizing technologies where our Sponsor does not provide operation and maintenance services or asset management services, we may engage third parties for such services.

**Non-compete**

Other than with the approval of our Sponsor, after the effective date of the Management Services Agreement each of Global, Global LLC and Global Operating LLC have agreed that it and its affiliates will not, and will not agree to, directly or indirectly, engage in certain activities competitive with SunEdison's power project development and construction business. These activities include:

- engaging in, providing financing for or arranging any power generation project development activity;
- acquiring, purchasing, obtaining or investing in any equity or other ownership interest of any other person engaged in the business of developing or constructing power generation projects, or the "Power Development or Construction Business," except if, in connection with such acquisition, purchase or investment, our Sponsor acquires, purchases or invests in, as applicable, at fair market value, all or the relevant part of such Power Development or Construction Business;
- engaging in any commercial activities, negotiations, planning, exploratory or strategic discussions or other similar activities that relate to, or are otherwise designed to facilitate, finance, induce or otherwise assist any person (other than the Sponsor or its designee) in the development or construction of any power project;
- prior to the project's construction completion, making any payment to any person (other than the Sponsor or its designee) to facilitate, finance, induce or otherwise assist the construction of a power generation project, except with the prior written consent of the Sponsor; or