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During the Distribution Forbearance Period (as defined below) Global LLC's amended and restated operating agreement will limit distributions of cash in respect of a specific quarter to Class B units as follows:

- the Class B units will not, under any circumstances, be entitled to receive any distributions with respect to the third and fourth quarter of 2015 (i.e., distributions declared on or prior to March 31, 2016); and
- thereafter, until the end of the Distribution Forbearance Period, the Class B units will not be entitled to receive any distributions to the extent the holders of Class A units and Class B1 units have not received distributions in an amount equal to the Minimum Quarterly Distribution plus any arrearages in the payment of Minimum Quarterly Distributions from prior quarters.

We refer to the forgoing provisions as the "Distribution Forbearance Provisions."

The "Distribution Forbearance Period" begins on the date of the closing of this offering and ends on the later of March 31, 2016 or the date that the Completed CAFD Amount exceeds the CAFD Forbearance Threshold.

Any distributions forgone by the holders of Class B units pursuant to the Distribution Forbearance Provisions will not be distributed to holders of other classes of units and will not constitute an arrearage on the Class B units. After the date on which the Distribution Forbearance Period ends, distributions will be made to holders of Class B units in accordance with the respective number of units as described above under "—Distributions During the Subordination Period," "—Distribution after the Subordination Period" and "—IDRs."

For purposes of the amended and restated operating agreement:

- "As Delivered CAFD" means, with respect to any of the Contributed Construction Projects (or any substitute project) transferred to us by our Sponsor, the CAFD projected, as of such project's COD, to be generated by such project in the 12 months after such project's COD taking into account, among other things, the project finance structure, the as-built system size and the production level and will be determined by mutual agreement between us and our Sponsor;
- "CAFD Forbearance Threshold" means \$72.1 million;
- "Closed Acquisition CAFD" with respect to any Pending Acquisition (or any substitute project), the CAFD projected, as of the later of such project's COD or the date we acquire such project, to be generated by such project in the 12 months after such date taking into account, among other things, the project finance structure, the system size and the production level and will be determined by mutual agreement between us and our Sponsor; and
- "Completed CAFD Amount" means the sum of the (a) the As Delivered CAFD (as defined above), as of the first day of such quarter, with respect to the Contributed Construction Projects and any substitute projects contributed by our Sponsor to Global LLC in the event any of the identified projects fails to achieve COD, and (b) the Closed Acquisition CAFD (as defined above), as of the first day of such quarter, with respect to the Pending Acquisitions (and any substitute projects identified by our Sponsor in the event any of the identified Pending Acquisitions is not acquired).

Coordination of Global and Global LLC

At any time Global issues shares of its Class A common stock for cash, the net proceeds therefrom will promptly be transferred to Global LLC and Global LLC will either:

- transfer newly issued Class A units of Global LLC to Global; or