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Table of Contents

- pursue other business activities and provide services to third parties that compete directly with our business and activities without providing us with an opportunity to participate, which could result in the allocation of our Sponsor's resources, personnel and acquisition opportunities to others who compete with us;
- our Sponsor does not owe Global or our stockholders any fiduciary duties, which may limit our recourse against it;
  - the liability of our Sponsor is limited under our arrangements with it, and we have agreed to indemnify our Sponsor against claims, liabilities, losses, damages, costs or expenses which it may face in connection with those arrangements, which may lead it to assume greater risks when making decisions than it otherwise would if such decisions were being made solely for its own account, or may give rise to legal claims for indemnification that are adverse to the interests of our stockholders;
  - our Sponsor or a SunEdison sponsored consortium may want to acquire or dispose of the same asset as we do;
  - we may be, directly or indirectly, purchasing an asset from, or selling an asset to, our Sponsor;
  - there may be circumstances where we are acquiring different assets as part of the same transaction with our Sponsor;
  - our Sponsor will have the ability to designate a majority of the board of directors of Global and, therefore, it will continue to control Global and could cause Global to cause Global LLC to make distributions to its members, including our Sponsor, based on our Sponsor's interests; and
  - other conflicting transactions involving us and our Sponsor.

The Corporate Governance and Conflicts Committee Charter described above will be adopted in connection with the completion of this offering, and as a result the transactions described above (including the Organizational Transactions) were not reviewed under such charter.