

**Exhibit A**

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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

<p>In re:</p> <p>SUNEDISON, INC., <i>et al.</i>,</p> <p style="padding-left: 100px;">Reorganized Debtors.<sup>1</sup></p>	<p>⋮</p> <p>⋮</p> <p>⋮</p> <p>⋮</p> <p>⋮</p> <p>⋮</p>	<p>Chapter 11</p> <p>Case No. 16-10992 (SMB)</p> <p>(Jointly Administered)</p>
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**STIPULATION BY AND AMONG THE SUNEDISON  
LITIGATION TRUST AND MCKINSEY & COMPANY, INC.,  
CERTAIN SUBSIDIARIES AND MCKINSEY RECOVERY & TRANSFORMATION  
SERVICES U.S., LLC COMPROMISING CLAIMS AND CAUSES OF ACTION**

<sup>1</sup> The Reorganized Debtors in these chapter 11 cases, along with the last four digits of each Reorganized Debtor's tax identification number, are as follows: SunEdison, Inc. (5767); SunEdison DG, LLC (N/A); SUNE Wind Holdings, Inc. (2144); SUNE Hawaii Solar Holdings, LLC (0994); First Wind Solar Portfolio, LLC (5014); First Wind California Holdings, LLC (7697); SunEdison Holdings Corporation (8669); SunEdison Utility Holdings, Inc. (6443); SunEdison International, Inc. (4551); SUNE ML 1, LLC (3132); MEMC Pasadena, Inc. (5238); Solaicx (1969); SunEdison Contracting, LLC (3819); NVT, LLC (5370); NVT Licenses, LLC (5445); Team-Solar, Inc. (7782); SunEdison Canada, LLC (6287); Enflex Corporation (5515); Fotowatio Renewable Ventures, Inc. (1788); Silver Ridge Power Holdings, LLC (5886); SunEdison International, LLC (1567); Sun Edison LLC (1450); SunEdison Products Singapore Pte. Ltd. (7373); SunEdison Residential Services, LLC (5787); PVT Solar, Inc. (3308); SEV Merger Sub Inc. (N/A); Sunflower Renewable Holdings 1, LLC (6273); Blue Sky West Capital, LLC (7962); First Wind Oakfield Portfolio, LLC (3711); First Wind Panhandle Holdings III, LLC (4238); DSP Renewables, LLC (5513); Hancock Renewables Holdings, LLC (N/A); EverStream HoldCo Fund I, LLC (9564); Buckthorn Renewables Holdings, LLC (7616); Greenmountain Wind Holdings, LLC (N/A); Rattlesnake Flat Holdings, LLC (N/A); Somerset Wind Holdings, LLC (N/A); SunE Waiawa Holdings, LLC (9757); SunE Minnesota Holdings, LLC (8926); SunE MN Development Holdings, LLC (5388); SunE MN Development, LLC (8669); Terraform Private Holdings, LLC (5993); Hudson Energy Solar Corporation (3557); SunE REIT-D PR, LLC (5519); SunEdison Products, LLC (4445); SunEdison International Construction, LLC (9605); Vaughn Wind, LLC (4825); Maine Wind Holdings, LLC (1344); First Wind Energy, LLC (2171); First Wind Holdings, LLC (6257); and EchoFirst Finance Co., LLC (1607). The address of the Reorganized Debtors' corporate headquarters is Two CityPlace Drive, 2nd floor, St. Louis, MO 63141.

The SunEdison Litigation Trust (the “**Litigation Trust**”) and McKinsey & Company, Inc. and its wholly-owned subsidiaries (collectively, “**McKinsey & Co.**”), McKinsey & Company, Inc. United States (“**McKinsey & Co. U.S.**,” and together with McKinsey & Co., “**McKinsey**”), and McKinsey Recovery & Transformation Services U.S., LLC (“**RTS**,” and together with McKinsey and the Litigation Trust, the “**Parties**”) hereby enter into this stipulation (the “**Stipulation**”) and agree as follows:

**RECITALS**

**WHEREAS**, beginning on April 21, 2016 (the “**Petition Date**”), SunEdison, Inc. and certain of its affiliates and subsidiaries (collectively, the “**Debtors**”) filed with the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) voluntary petitions for relief under chapter 11 of title 11 of United States Code, 11 U.S.C. § 101, *et seq.* (the “**Bankruptcy Code**”); and

**WHEREAS**, on March 28, 2017, the Debtors filed their Joint Plan of Reorganization of SunEdison, Inc. and its Debtor Affiliates [Docket No. 2671] (as amended from time to time, the “**Plan**”); and

**WHEREAS**, on July 28, 2017, the Bankruptcy Court entered the Findings of Facts, Conclusions of Law and Order Confirming Second Amended Plan of Reorganization of SunEdison, Inc. and its Debtor Affiliates [Docket No. 3735] (the “**Confirmation Order**”), thereby approving the Plan and the GUC/Litigation Trust Agreement (the “**Litigation Trust Agreement**”); and

**WHEREAS**, on December 29, 2017, the Plan became effective [Docket No. 4495] (the “**Plan Effective Date**”); and

**WHEREAS**, on the Plan Effective Date, all of the Debtors' rights, title and interests in the GUC/Litigation Trust Causes of Action (as that term is defined in the Plan, the "GUC/Litigation Trust Causes of Action"), including the claims and causes of action asserted by the Litigation Trust against McKinsey and RTS, were transferred to the Litigation Trust; and

**WHEREAS**, on the Plan Effective Date, Drivetrain, LLC was appointed as the trustee (the "Litigation Trustee") for the Litigation Trust; and

**WHEREAS**, pursuant to Section 7.6(b) of the Plan, the Litigation Trust is authorized to settle, release and compromise the GUC/Litigation Trust Causes of Action without further approval of the Bankruptcy Court; and

**WHEREAS**, McKinsey and RTS assert that the GUC/Litigation Trust Causes of Action asserted by the Litigation Trust against different McKinsey entities and RTS lack merit and are subject to various defenses and, if litigated, ultimately would be subject to dismissal; and

**WHEREAS**, McKinsey and RTS have concluded that the compromise and settlement embodied herein is in the best interests of McKinsey and RTS, considering, among other things, the cost, expense and delay associated with litigating the disputed matters and issues, the result of which is uncertain; and

**WHEREAS**, the Litigation Trust has concluded that the compromise and settlement embodied herein is in the best interests of the beneficiaries of the Litigation Trust, considering, among other things, the cost, expense and delay associated with litigating the disputed matters and issues, the result of which is uncertain.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the Litigation Trust, McKinsey and RTS:

**STIPULATION**

1. McKinsey and RTS shall deliver an executed copy of this Stipulation to Cole Schotz P.C. at the address set forth on the signature page of this Stipulation on or before December 31, 2018. McKinsey and/or RTS shall transmit payment (collectively) in the amount of \$17,500,000 (the “**Settlement Payment**”) on or before December 31, 2018.

2. The Settlement Payment shall be transmitted by wire, using the wire instructions set forth immediately below:

Beneficiary:	SunEdison Litigation Trust
Account Address:	630 3rd Avenue, 21 FL c/o Drivetrain, LLC New York, NY 10017
Account No.:	2469708032
Routing No.:	121000248
SWIFT Code:	WFBIUS6S
Bank Name:	Wells Fargo Private Bank

3. Upon (i) execution and delivery of this Stipulation and (ii) timely and complete payment of the Settlement Payment in the manner set forth in paragraphs 1 and 2, this Stipulation shall become fully effective (the “**Settlement Effective Date**”); provided that if the Settlement Effective Date does not occur on or before December 31, 2018, this Stipulation shall become null and void.

4. Because paragraphs 8, 9 and 10 of this Stipulation are an essential component of McKinsey’s bargained for consideration, the Trust shall not distribute \$8,500,000 of the Settlement Payment (the “**Reserve Amount**”) until after June 30, 2019 (the “**End Date**”). If McKinsey and/or RTS believes there has been a breach of paragraphs 8, 9 and/or 10 of this Stipulation by the Litigation Trust, the GUC/Litigation Trust Oversight Board (as defined in the chapter 11 plan attached to the Confirmation Order) (the “**Oversight Board**”) and/or their respective advisors prior to the End Date, McKinsey and/or RTS shall provide written

particularized notice to the Litigation Trust (to Cole Schotz P.C. at the address set forth on the signature page of this Stipulation) that such a breach is alleged to have occurred, and the Parties shall negotiate in good faith to reach an appropriate resolution of the concerns raised by McKinsey and/or RTS. If no resolution is reached within thirty (30) days after providing written notice of the alleged breach, McKinsey and/or RTS may file a proceeding with the Bankruptcy Court to recover their alleged damages, in an amount not to exceed the Reserve Amount. After the End Date has passed, the Litigation Trust may distribute the Reserve Amount and McKinsey and/or RTS shall have no recourse against such funds. However, for the avoidance of doubt, the obligations set forth in paragraphs 8, 9 and 10 shall continue beyond the passage of the End Date.

5. On the Settlement Effective Date, the Litigation Trust shall be deemed to have waived and released any and all GUC/Litigation Trust Causes of Action that it may have against (i) McKinsey and (ii) RTS, and (iii) solely with respect to such released causes of action, the Trust also shall be deemed to have waived and released McKinsey's and RTS's current and former affiliates, subsidiaries, advisors, principals, partners, managers, members, employees, officers, directors, representatives, financial advisors, attorneys, accountants, investment bankers, consultants, agents, and other representatives and professionals (each a "McKinsey Released Party"). For the avoidance of doubt, the releases being granted by the Litigation Trust to the parties listed in (iii) above are limited to claims and causes of action against such parties, if any, that arose in connection with, or are in any way related to, any GUC/Litigation Trust Causes of Action being asserted, or that could have been asserted, by the Litigation Trust against McKinsey and/or RTS.

6. On the Settlement Effective Date, McKinsey and RTS shall be deemed to have waived and released any and all claims and causes of action that they may have against the Debtors and the Litigation Trust, including any claim arising under section 502(h) of the Bankruptcy Code for, or on account of, their payment of the Settlement Payment.

7. McKinsey and RTS shall not file any proofs of claim in the Debtors' chapter 11 cases in connection with payment of the Settlement Payment, and any such claim shall be deemed immediately expunged without any further order of the Bankruptcy Court.

8. The terms, provisions, existence, discussions and negotiations of this Stipulation shall be kept strictly confidential by the Parties hereto and shall not be disclosed to, discussed with or revealed to any persons or entities who are not a Party to this Stipulation (or an advisor to a Party to this Stipulation). Notwithstanding the foregoing, the terms and provisions of this Stipulation may be disclosed by the Parties on an as needed basis to the Litigation Trustee and the Oversight Board (or their respective advisors), or as may otherwise be required by law or pursuant to a validly served subpoena. For the avoidance of doubt, the Litigation Trustee and Oversight Board (and their respective advisors) shall be bound by the Stipulation's confidentiality provisions and shall not disclose the terms and provisions of this Stipulation except as permitted in this paragraph.

9. To the extent not prohibited by law or regulation, the Litigation Trust or a member of the Oversight Board shall notify McKinsey and RTS within 3 business days of the Litigation Trust's receipt or a member of the Oversight Board's receipt (including receipt through any advisors) of any subpoena related to McKinsey and RTS, including but not limited to any discussions or communications between the Parties, this Stipulation, the negotiation of

this Stipulation, and any services McKinsey and RTS may have provided to the Debtors, so that McKinsey and RTS may seek to intervene and seek to quash such subpoena.

10. The Litigation Trust and each member of the Oversight Board (including their advisors) shall not voluntarily assist any other party in asserting any claim or cause of action, whether waived or released herein or otherwise, against any McKinsey Released Party, including but not limited to by voluntarily providing any materials (including internal files and communications) concerning a McKinsey Released Party (including a McKinsey Released Party's services provided to the Debtors). Both the Litigation Trust and each member of the Oversight Board confirm that such assistance has not been provided to any party as of the date of the Parties' entry into this Stipulation.

11. This Stipulation, the settlement embodied within it, all negotiations, discussions, drafts and proceedings in connection with this Stipulation, and any act performed or document signed in connection therewith, shall not be offered or received against the McKinsey Released Parties as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against any of the McKinsey Released Parties in any arbitration proceeding or other civil action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; provided, however, that the McKinsey Released Parties may refer to this Stipulation to effectuate the protection from liability granted them hereunder.

12. This Stipulation is the entire agreement and understanding of the Parties. All prior understandings, terms or conditions, written, oral, express or implied, are superseded by this Stipulation.



13. This Stipulation may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same agreement. Facsimile and electronically-transmitted signatures shall have the same force and effect as original signatures. The Stipulation shall be binding upon and shall inure to the benefit of the Parties hereto and their legal representatives, predecessors, successors and assigns.

14. It is expressly understood and agreed that the terms hereof, including the recital paragraphs and headings, are contractual and that the agreement herein contained and the consideration contemplated hereby is to compromise disputed claims and avoid litigation, and that no statement made herein, payment, or release or other consideration given shall be construed as an admission by any of the Parties hereto of any kind or nature.

15. Any amendments, modifications or supplements to this Stipulation, and any waiver of any provisions of this Stipulation, shall require written consent from all of the Parties hereto.

16. The Parties, and each of them, represent and warrant that no other person or entity has claimed or now claims any interest in the subject matter of this Stipulation, and that each such Party has the sole right and exclusive authority to execute this Stipulation, and that they have not sold, assigned, transferred, or otherwise set over to any other person or entity, any claim, lien, demand, cause of action, obligation, damage or liability covered thereby.

17. Each Party to this Stipulation was advised and represented by counsel and did not rely on any representations by any other Party other than those representations recited in this Stipulation.

18. This Stipulation shall be governed by and construed in accordance with the laws of the State of New York, without regard to whether any conflicts of law would require the application of the law of another jurisdiction.

*[Remainder of Page Intentionally Left Blank]*

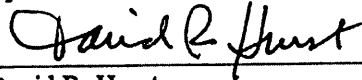
19. Each Party and signatory to this Stipulation represents and warrants to each other Party hereto that such Party or signatory has full power, authority and legal right and has obtained all approvals and consents necessary, to execute, deliver and perform all actions required under this Stipulation.

Dated: New York, New York  
December 27, 2018

**SUNEDISON LITIGATION TRUST**

By its Counsel,  
COLE SCHOTZ P.C.

By:



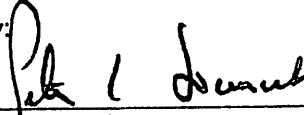
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Telephone: (212) 752-8000

Dated: New York, New York  
December 27, 2018

**MCKINSEY & COMPANY, INC., FOR ITSELF  
AND ITS WHOLLY-OWNED SUBSIDIARIES**

By its Counsel,  
HOGAN LOVELLS US LLP

By: 

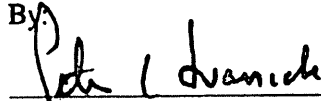
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Peter Ivanick  
875 Third Avenue  
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Telephone: (212) 918-5560

Dated: New York, New York  
December 27, 2018

**MCKINSEY & COMPANY, INC. UNITED STATES**

By its Counsel,  
HOGAN LOVELLS US LLP

By: 

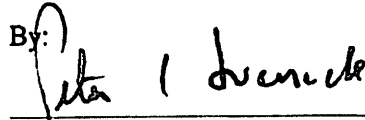
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875 Third Avenue  
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Telephone: (212) 918-5560

Dated: New York, New York  
December 27, 2018

**MCKINSEY RECOVERY & TRANSFORMATION SERVICES U.S., LLC**

By its Counsel,  
HOGAN LOVELLS US LLP

By: 

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