

---

---

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, DC 20549

---

**FORM 8-K**

---

**CURRENT REPORT**  
**Pursuant to Section 13 or 15(d)**  
**of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): March 7, 2016**

---

**Vivint Solar, Inc.**

(Exact name of registrant as specified in its charter)

---

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-36642**  
(Commission  
File Number)

**45-5605880**  
(IRS Employer  
Identification No.)

**3301 N. Thanksgiving Way, Suite 500**  
**Lehi, Utah 84043**  
(Address of principal executive offices, including zip code)

**(877) 404-4129**  
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

---

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
- 
-

---

**Item 1.02 Termination of a Material Definitive Agreement.**

Vivint Solar, Inc. (the “**Company**”) previously entered into an Agreement and Plan of Merger, dated as of July 20, 2015, as amended by the Amendment to the Agreement and Plan of Merger, dated as of December 9, 2015 (as amended, the “**Agreement**”), by and among SunEdison, Inc., a Delaware corporation (“**SunEdison**”), SEV Merger Sub Inc., a Delaware corporation and a wholly owned subsidiary of SunEdison, and the Company, pursuant to which the Company was to have been acquired by SunEdison.

The Company delivered notice to SunEdison on February 26, 2016, and again on March 1, 2016, that, pursuant to Section 1.02 of the Agreement, SunEdison was required to cause the closing of the acquisition to occur on February 26, 2016, and remains obligated to cause the closing to occur, given that (1) all conditions to SunEdison’s obligations to close the acquisition in Section 6.01 and 6.03 of the Agreement were satisfied on February 24, 2016, when the Company’s stockholders adopted the Agreement, and (2) the marketing period contemplated by the agreement related to SunEdison’s financing of the acquisition (which commenced when the Company delivered all required information to SunEdison on February 11, 2016) terminated on February 21, 2016. SunEdison’s failure to cause the closing within three business days of the delivery of the notices specified in the preceding sentence triggered the Company’s right to terminate the Agreement pursuant to Section 7.01(i) thereof.

Moreover, as of SunEdison’s failure to cause the closing to occur on February 26, 2016, SunEdison was in breach of its covenants under Section 1.02 and 4.05(a) of the Agreement, and such breach resulted in the failure of the conditions set forth in Section 6.02 of the Agreement to be satisfied on such date. SunEdison’s representatives subsequently have informed the Company that SunEdison is unable to cause the closing to occur in the foreseeable future. Since such breach is therefore incurable prior to March 18, 2016, the date on which the Agreement would otherwise terminate, the Company has the right to terminate the Agreement pursuant to Section 7.01(e) thereof.

As a result of the foregoing and in accordance with and pursuant to its rights under Sections 7.01(i) and 7.01(e) of the Agreement, the Company terminated the Agreement on March 7, 2016. The Company reserves all rights under the Agreement. In particular, SunEdison’s failure to consummate the merger when required pursuant to Section 1.02 and the other terms of the Agreement constitutes a willful breach of the Agreement, and the Company intends to seek all legal remedies available to it in respect of such willful breach.

**Item 9.01 Financial Statements and Exhibits.****(d) Exhibits.**

Pursuant to the rules and regulations of the Securities and Exchange Commission, the attached exhibit is deemed to have been furnished to, but not filed with, the Securities and Exchange Commission:

<b>Exhibit Number</b>	<b>Description</b>
99.1	Vivint Solar, Inc. Press Release dated March 8, 2016

---

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**Vivint Solar, Inc.**

By: /s/ Shawn J. Lindquist

Shawn J. Lindquist  
Chief Legal Officer, Executive  
Vice President and Secretary

Date: March 8, 2016

---

**EXHIBIT INDEX**

<b>Exhibit Number</b>	<b>Description</b>
99.1	Vivint Solar, Inc. Press Release dated March 8, 2016



### **Vivint Solar Terminates Merger Agreement for SunEdison's Breach**

LEHI, Utah, March 8, 2016 — Vivint Solar (NYSE: VSLR) announced this morning that it had delivered a letter to SunEdison, Inc. last night notifying it that, as a result of SunEdison's failure to meet its obligations under the merger agreement pursuant to which the Company was to have been acquired by SunEdison, Vivint Solar has terminated such agreement. Vivint Solar reserves all rights under the merger agreement. In particular, SunEdison's failure to consummate the merger when required pursuant to the terms of the merger agreement constitutes a willful breach of the merger agreement, and Vivint Solar intends to seek all legal remedies available to it in respect of such willful breach.

#### **About Vivint Solar**

Vivint Solar is a leading provider of distributed solar energy systems – electricity generated by a solar energy system installed at a customer's location – to residential customers in the United States. Vivint Solar's customers pay little to no money upfront, receive significant savings relative to utility generated electricity rates and continue to benefit from guaranteed energy prices over the 20-year term of their contracts. Vivint Solar finances, designs, installs, monitors and services the solar energy systems to make things easy for its customers. For more information, visit [www.vivintsolar.com](http://www.vivintsolar.com) or follow @VivintSolar.

#### **Note on Forward Looking Statements**

Statements in this release that are not historical are forward-looking statements. These statements are based on management's current beliefs and expectations. The forward-looking statements in this release are subject to uncertainty and changes in circumstances and involve risks and uncertainties that may affect the company's operations, markets, products, services, prices and other factors as discussed in Vivint Solar's filings with the U.S. Securities and Exchange Commission, or SEC.

Significant risks and uncertainties may relate to, but are not limited to, financial, economic, competitive, political, legal, and regulatory factors. Except as required by law, Vivint Solar does not undertake any obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future developments or otherwise. You should read the documents Vivint Solar has filed with the SEC for more complete information about the company. These documents are available on both the EDGAR section of the SEC's website at [www.sec.gov](http://www.sec.gov) and the Investor Relations section of the company's website at [www.vivintsolar.com](http://www.vivintsolar.com).

#### **Investor Contact:**

Vivint Solar  
Rob Kain  
Vice President of Investor Relations  
801-234-7066  
[ir@vivintsolar.com](mailto:ir@vivintsolar.com)

#### **Media Contact:**

Vivint Solar  
Casey Briggs  
Public Relations  
801-229-6443  
[pr@vivintsolar.com](mailto:pr@vivintsolar.com)