

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11
Solyndra LLC, *et al.*,¹)
Debtor.) (Jointly Administered)

Objection Deadline: May 23, 2012 at 4:00 p.m. (prevailing Eastern time)

Hearing Date: May 30, 2012 at 3:00 p.m. (prevailing Eastern time)

**MOTION TO EXTEND COMMITMENT TERMINATION DATE
AND INCREASE DIP COMMITMENT UNDER FINAL ORDER (I)
AUTHORIZING THE DEBTORS TO (A) OBTAIN POSTPETITION SECURED
FINANCING AND (B) UTILIZE CASH COLLATERAL, (II) GRANTING LIENS AND
SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (III) GRANTING
ADEQUATE PROTECTION, AND (IV) MODIFYING THE AUTOMATIC STAY**

Solyndra LLC ("Solyndra") and 360 Degree Solar Holdings, Inc. ("360"), the above-captioned debtors and debtors in possession (collectively, the "Debtors"), submit this motion (the "Motion") for entry of an order extending the "Commitment Termination Date" as defined in the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Secured Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Status, (III) Granting Adequate Protection, and (IV) Modifying the Automatic Stay*, entered on September 27, 2011 [Dkt. No. 161], as amended by that certain order extending the Commitment Termination Date entered on February 22, 2012 [Dkt. No. 663] (as amended, the "Final Order"),² and increasing the "DIP Commitment" as set forth in the DIP Agreement (as

¹ The Debtors in these proceedings and the last four digits of each Debtor's federal taxpayer identification number are as follows: Solyndra LLC (9771) and 360 Degree Solar Holdings, Inc. (5583). The Debtors' address is 47488 Kato Road, Fremont, CA 94538.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Final Order.

defined below) from \$4,000,000 to \$7,000,000. In support of this Motion, the Debtors respectfully state as follows:

PRELIMINARY STATEMENT

The existing Commitment Termination Date under the Final Order is Saturday, June 2, 2012, and the extent of financing currently available to the Debtors is \$4,000,000. The Debtors seek an extension of the Commitment Termination Date through and including Saturday, September 29, 2012 (the “Extended Commitment Termination Date”), and to increase the amount of borrowing available to the Debtors from \$4,000,000 to \$7,000,000 (the “Increased DIP Commitment”) under that certain \$4,000,000 Senior Secured, Superpriority Debtor in Possession Term Loan, Guaranty and Security Agreement (the “DIP Agreement”) approved as part of the Final Order.

The Debtors propose to borrow additional funds consistent with the Increased DIP Commitment and to make disbursements through the proposed Extended Commitment Termination Date in accordance with the budget attached hereto as Exhibit A (the “Budget”), as such budget may be amended. The Debtors do not seek to modify any of the terms of the DIP Agreement or the Final Order other than extension of the Commitment Termination Date and increase of the DIP Commitment as set forth herein.

The Debtors are presently soliciting consent to the proposed Extended Commitment Termination Date and Increased DIP Commitment from their principal secured lenders, Argonaut Ventures I, L.L.C., as Prepetition Tranche A Term Loan Facility Representative and Prepetition Tranche E Agent, and the United States Department of Energy, as

Prepetition Tranche B/D Agent. The Debtors reserve all rights to proceed on this Motion, or to propose an alternative Budget, without the consent of any creditor constituency.

JURISDICTION

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A) and (M). Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief sought herein are sections 105, 361, 362, 363(b), 364 and 507 of the Bankruptcy Code.

BACKGROUND

2. On September 6, 2011 (the "Petition Date"), each of the Debtors commenced voluntary cases (the "Chapter 11 Cases") under the Bankruptcy Code. The Debtors continue to manage their assets as debtors in possession as authorized by sections 1107(a) and 1108 of the Bankruptcy Code.

3. Although the Debtors' manufacturing operations have been discontinued, the Debtors are continuing in possession of their property and are managing their business as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

4. No trustee or examiner has been appointed in these chapter 11 cases. On September 15, 2011, the Office of the United States Trustee appointed the Official Committee of Unsecured Creditors (the "Committee") in the Chapter 11 Cases.

5. A recitation of the Debtors' prepetition capital structure is set forth in the Final Order. *See* Final Order at Recital F, pages 5-12.

6. Since the Petition Date, the Debtors have diligently moved forward with a process to maximize the value of the estates' assets. The Debtors pursued both a "turnkey" sale

of their business in an effort to preserve going concern value and, when that did not yield any acceptable offers, turned to an orderly liquidation process designed to realize as much value as possible. Certain of the Debtors' personal property assets remain to be liquidated in an auction currently scheduled for June 2012. The Debtors also have retained Jones Lang LaSalle Brokerage, Inc. [Docket No. 643] as real estate broker for the purpose of marketing and selling the Debtors' real property located at 47488 Kato Road, Fremont, California, which is the most valuable asset in the estate.

7. The Debtors have made significant strides in negotiating the terms of a chapter 11 plan with their lenders, landlords, and the Committee. Throughout this case, the Debtors have maintained a positive working relationship with their creditor constituents, and have been funding administrative expenses in accordance with the Final Order and budgets approved in connection therewith.

8. The Final Order was entered on September 27, 2011, and subsequently amended on February 22, 2012. With reference to the Commitment Termination Date, the Final Order provides as follows:

Commitment Termination Date. All DIP Obligations of the Debtors to the DIP Lender shall be immediately due and payable, and the Debtors' authority to use the proceeds of the DIP Facility and to use Cash Collateral shall cease, both on the date that is earliest to occur of: (i) June 2, 2012 and (ii) the date on which the maturity of the DIP Obligations is accelerated and the commitments under the DIP Facility are irrevocably terminated in accordance with the DIP Credit Agreement (the "**Commitment Termination Date**").

See Final Order at ¶ 18. The DIP Agreement contains a substantially similar definition of the “Maturity Date” for purposes thereof. Hence, the existing Commitment Termination Date under the Final Order, and for practical purposes the DIP Agreement, is Saturday, June 2, 2012.

9. Under the Final Order, the Debtors were authorized to use cash collateral and to borrow up to \$4,000,000 under the DIP Agreement, all pursuant to the terms of an approved budget, as such budget may have been amended. Consistent with the Final Order, the Debtors have been providing weekly financial reporting to key creditor constituents and generally operating in compliance with applicable budgets.

10. As reflected in the proposed new Budget, the Debtors will require additional borrowings under the DIP Agreement up to \$7,000,000, which is in excess of the present DIP Commitment of \$4,000,000 previously authorized under the Final Order. The Debtors’ proposed use of cash collateral and continued access to borrowings under the DIP Agreement is necessary in order to allow the Debtors to continue with their ongoing asset liquidation effort and to satisfy various expenses associated with administering the Chapter 11 Cases and proposing a chapter 11 plan. The Debtors continue to believe that the value of the estates’ remaining assets will be maximized in the context of these chapter 11 cases and that the prospect of a plan will significantly increase likely recoveries by creditors at all levels.

RELIEF REQUESTED

11. The Debtors seek an extension of the Commitment Termination Date under the Final Order through and including Saturday, September 29, 2012 and an increase of the DIP Commitment to \$7,000,000, such that the Debtors will continue to have access to cash

collateral and borrowings under the DIP Agreement in accordance with the Budget, as such budget may be amended.

NEED FOR FINANCING

12. For the same reasons underlying the Final Order, the Debtors continue to have an urgent and immediate need for access to cash collateral and borrowings in the principal amount of up to \$7,000,000 contemplated under the DIP Agreement.

13. Although the Debtors have ceased manufacturing operations and reduced the number of their employees to a skeletal basis, the Debtors are proceeding with an orderly process to finalize the dismantling and sale of their highly technical equipment, intellectual property, and other assets, including the Debtors' real estate.

14. At the same time, the Debtors are presently crafting a chapter 11 plan that they hope to file by early June 2012 that will effectuate certain settlements with key constituents, including the Committee. Without the proposed extension of the Commitment Termination Date, the Debtors will not have sufficient liquidity to propose a plan or manage the Chapter 11 Cases and will be forced to convert these cases to chapter 7 of the Bankruptcy Code.

15. Hence, the Debtors have determined, in the exercise of their sound business judgment, that they require further access to cash collateral and postpetition financing in accordance with the terms of the existing DIP Agreement and Final Order, subject only to approval of the Extended Commitment Termination Date and the Increased DIP Commitment.

BASIS FOR RELIEF

A. Approval Under Section 364(c) of the Bankruptcy Code

16. As with the Final Order, pursuant to section 364(c) of the Bankruptcy Code, a debtor may, in the exercise of its business judgment, incur secured debt if the debtor has been unable to obtain unsecured credit and the borrowing is in the best interests of the estates. *See, e.g., In re Simasko Production Co.*, 47 B.R. 444, 448-9 (D. Colo. 1985) (authorizing interim financing stipulation where debtor's best business judgment indicated financing was necessary and reasonable for benefit of estates); *In re Ames Dept. Stores*, 115 B.R. 34, 38 (Bankr. S.D.N.Y. 1990) (with respect to postpetition credit, courts "permit debtors in possession to exercise their basic business judgment consistent with their fiduciary duties.").

17. Section 364(c) of the Bankruptcy Code provides, in pertinent part, that:

If the trustee is unable to obtain unsecured credit allowable under section 503(b)(1) of this title as an administrative expense, the court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt –

- (1) with priority over any or all administrative expenses of the kind specified in section 503(b) or 507(b) of this title;
- (2) secured by a lien on property of the estates that is not otherwise subject to a lien; or
- (3) secured by a junior lien on property of the estates that is subject to a lien.

11 U.S.C. § 364(c).

18. In satisfying the standards of section 364(c) of the Bankruptcy Code, a debtor need not seek credit from every available source, but should make a reasonable effort to seek other sources of credit available of the type set forth in sections 364(a) and (b) of the

Bankruptcy Code. *See, e.g., Bray v. Shenandoah Federal Sav. & Loan Ass'n (In re Snowshoe Co.)*, 789 F.2d 1085, 1088 (4th Cir. 1986) (trustee had demonstrated by good-faith effort that credit was not available without senior lien by unsuccessfully contacting other financial institutions in immediate geographic area; “the statute imposes no duty to seek credit from every possible lender before concluding that such credit is unavailable”); *Ames Dept. Stores*, 115 B.R. at 40 (finding that debtor demonstrated the unavailability of unsecured financing where debtor approached several lending institutions).

19. Instead, the debtor’s efforts are to be considered on a case by case basis, particularly “[g]iven the ‘time is of the essence’ nature of this type of financing.” *In re Reading Tube Indus.*, 72 B.R. 329, 332 (Bankr. E.D. Pa. 1987). In *In re Sky Valley, Inc.*, 100 B.R. 107, 112-13 (Bankr. N.D. Ga. 1988), the Court stated that “it would be unrealistic and unnecessary to require Debtors to conduct such an exhaustive search for financing” where the business suffered from financial stress, had little or no unencumbered property, and the primary property was subject to numerous liens, and thus the Debtors’ approach of only four lenders was sufficient under such circumstances. *See also In re Stanley Hotel, Inc.*, 15 B.R. 660, 663 (D. Colo. 1981) (section 364(d)(1)(A) satisfied where two banks refused to provide unsecured credit to debtor); *see also In re 495 Cent. Park Ave. Corp.*, 136 B.R. 626, 631 (Bankr. S.D. N.Y. 1992) (element satisfied where “specialist in commercial lending practices ... explained that most banks lend money only in return for a senior secured position. The debtor cannot obtain financing secured by a lien on unencumbered property ... because there is no property in the estate which is not already subject to a lien.”).

20. Here, the Court has already determined in the context of the Final Order that the Debtors satisfy the requirements of section 364(c) of the Bankruptcy Code because they are unable to obtain credit otherwise, relevant secured creditors are adequately protected up to \$4,000,000, and the proposed financing is in the best interests of the estates. The Debtors now seek an extension of the Commitment Termination Date and approval of the Increased DIP Commitment in the amount of \$7,000,000.

21. The Debtors believe that extension of the Commitment Termination Date and increase of the DIP Commitment is necessary in order to allow them to complete the process of liquidating their assets in an orderly fashion and proposing a chapter 11 plan that will maximize recoveries for the constituents of these estates. As with the Final Order, the use of cash collateral alone is insufficient to meet the Debtors' projected liquidity needs through September 29, 2012.

22. Hence, the Debtors seek approval of an extension of the Commitment Termination Date and increase of the DIP Commitment under the Final Order. The Debtors continue to believe, in the exercise of their business judgment, that the financing available under the terms of the DIP Agreement represents the best financing presently available to these estates.

B. Approval Under Section 364(d) of the Bankruptcy Code

23. When a debtor is not able to obtain financing pursuant to the provisions of section 364(c) of the Bankruptcy Code, the debtor may obtain such financing that is secured by a "priming lien" that is senior or equal to existing liens against property of the estate. 11 U.S.C. § 364(d). Section 364(d)(1) of the Bankruptcy Code governs financing that is secured by a priming lien and provides that a court may authorize a debtor to obtain such debt provided that

(i) the debtor is not able to obtain credit otherwise and (ii) the lien being primed is adequately protected.

24. In the context of section 364(d), collateral only requires adequate protection to the extent that a priming lien will result in a decrease in the value of such entity's interest in the subject property. *See In re 495 Central Park Ave. Corp.*, 136 B.R. at 631 (“The goal of adequate protection is to safeguard the secured creditor from diminution in the value of its interest during the Chapter 11 reorganization.”); *In re Shaw Indus., Inc.*, 300 B.R. 861, 865 (Bankr. W.D. Pa. 2003) (quoting *In re Sharon Steel Corp.*, 159 B.R. 165 (Bankr. W.D. Pa. 1993) (“The purpose of providing ‘adequate protection’ is to insure that a secured creditor receives in value essentially what he bargained for.”); *In re Hubbard Power & Light*, 202 B.R. 680 (Bankr. E.D.N.Y. 1996) (citing *In re 495 Central Park Ave. Corp.*). What constitutes adequate protection is decided on a case-by-case basis. *See In re Mosello*, 195 B.R. 277, 289 (Bankr. S.D.N.Y. 1996) (“the determination of adequate protection is a fact-specific inquiry . . . left to the vagaries of each case”); *In re Realty Southwest Assocs.*, 140 B.R. 360 (Bankr. S.D.N.Y. 1992); *In re Becker Indus. Corp.*, 58 B.R. 725, 236 (Bankr. S.D.N.Y. 1986).

25. This Court previously determined in the context of the Final Order that the Debtors satisfy the standard under section 364(d) of the Bankruptcy Code up to the existing DIP Commitment of \$4,000,000. The Debtors are presently soliciting consent to the proposed Extended Commitment Termination Date and Increased DIP Commitment from their principal secured lenders, Argonaut Ventures I, L.L.C., as Prepetition Tranche A Term Loan Facility Representative and Prepetition Tranche E Agent, and the United States Department of Energy, as Prepetition Tranche B/D Agent. In the event that such consent is not obtained, the Debtors

reserve all rights to proceed with this Motion on a non-consensual basis as to any creditor constituency.

C. Use of Cash Collateral

26. The Debtors' use of property of the estates is governed by section 363 of the Bankruptcy Code. Section 363(c)(1) provides, in pertinent part, that:

If the business of the debtor is authorized to be operated under section . . . 1108 . . . of this title and unless the court orders otherwise, the trustee [or debtor-in-possession] may enter into transactions, including the sale or lease of property of the estates, in the ordinary course of business, without notice or hearing, and may use property of the estates in the ordinary course of business without notice or hearing.

11 U.S.C. § 363(c)(1).

27. The Bankruptcy Code establishes a special requirement, however, regarding the debtor in possession's use of "cash collateral," defined as "cash, negotiable instruments, documents of title, securities, deposit accounts, or other cash equivalents whenever acquired in which the estates and an entity other than the estates have an interest . . ." 11 U.S.C. § 363(a). Section 363(c)(2) of the Bankruptcy Code permits the debtor in possession to use, sell or lease cash collateral under subsection (c)(1) only if either of two alternative circumstances exist:

(A) each entity that has an interest in such cash collateral consents; or (B) the court, after notice and a hearing, authorizes such use, sale, or lease in accordance with the provisions of this section.

11 U.S.C. § 363(c)(2).

28. Here, for the same reasons noted above and in the context of the Final Order, the Debtors submit that their prepetition secured lenders will be adequately protected up

to the Increased DIP Commitment through and including the proposed Extended Commitment Termination Date.

NOTICE OF MOTION

29. Notice of this Motion will be provided to: (i) the Office of the United States Trustee; (ii) the United States Securities and Exchange Commission; (iii) the Office of the United States Attorney for the District of Delaware; (iv) the Internal Revenue Service; (v) counsel to the Committee; (vi) counsel to the Prepetition Tranche A Term Loan Facility Representative; (vii) counsel to the Prepetition Tranche B/D Agent, (viii) counsel to the Prepetition Tranche E Agent, (ix) all other known parties asserting a lien against the Debtors' assets, (x) the DIP Lender, and (xi) the Master Collateral Agent (each as defined herein), and (xii) all parties that have filed notices of appearance and requests for notices in the Chapter 11 Cases. Because of the nature of the relief requested, the Debtors respectfully submit that no other or further notice of the relief requested in this Motion need be given.

NO PRIOR REQUEST

30. Aside from the Final Order itself, no prior motion for the relief requested herein has been made to this or any other court.

WHEREFORE, based upon the foregoing, the Debtors request entry of an order extending the Commitment Termination Date and increasing the DIP Commitment as set forth herein and granting such other and further relief as may be determined by this Court.

Dated: May 11, 2012

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Bruce Grohsgal

Richard M. Pachulski (CA Bar No. 90073)

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Counsel for the Debtors and
Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11
)
Solyndra LLC, *et al.*,¹) Case No.: 11-12799 (MFW)
)
) (Jointly Administered)
Debtors.) Related Docket No. 161

Objection Deadline: May 23, 2012 at 4:00 p.m. (prevailing Eastern time)
Hearing: May 30, 2012 at 3:00 p.m. (prevailing Eastern time)

**NOTICE OF HEARING ON DEBTORS' MOTION TO EXTEND COMMITMENT
TERMINATION DATE AND INCREASE DIP COMMITMENT UNDER FINAL ORDER
(I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POSTPETITION SECURED
FINANCING AND (B) UTILIZE CASH COLLATERAL, (II) GRANTING LIENS AND
SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (III) GRANTING
ADEQUATE PROTECTION, AND (IV) MODIFYING THE AUTOMATIC STAY**

TO: (a) the Office of the United States Trustee for the District of Delaware; (b) counsel to the Official Committee of Unsecured Creditors (c) counsel to the Prepetition Tranche A Term Loan Facility Representative; (d) counsel to the Prepetition Tranche B/D Agent; (e) counsel to the Prepetition Tranche E Agent; (f) the DIP Lender; (g) counsel to U.S. Bank National Association as Collateral Agent, and (h) those persons who have requested notice pursuant to Bankruptcy Rule 2002.

On May 11, 2012, the captioned debtors and debtors in possession (collectively, the "Debtors" or "Solyndra") filed the attached *Motion to Extend Commitment Termination Date and Increase DIP Commitment under Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Secured Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Status, (III) Granting Adequate Protection, and (IV) Modifying the Automatic Stay* (the "Motion"), with the United States Bankruptcy Court for the District of Delaware, 824 Market Street, Wilmington, Delaware 19801 (the "Bankruptcy Court").

¹ The Debtors in these proceedings and the last four digits of each Debtor's federal taxpayer identification number are as follows: Solyndra LLC (9771) and 360 Degree Solar Holdings, Inc. (5583). The Debtors' address is 47488 Kato Road, Fremont, CA 94538.

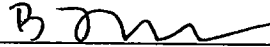
OBJECTIONS AND RESPONSES TO THE MOTION, IF ANY, MUST BE IN WRITING AND FILED WITH THE BANKRUPTCY COURT NO LATER THAN 4:00 P.M., PREVAILING EASTERN TIME, ON MAY 23, 2012. Objections or other responses to the Motion, if any, must also be served so that they are received not later than **May 23, 2012, 4:00 p.m.** by: (i) counsel to the Debtors and Debtors-in-Possession, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, DE 19899-8705 (Courier 19801), Attn: Bruce Grohsgal Esq.; (ii) the Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 N. King Street, Suite 2207, Lock Box 35, Wilmington, Delaware 19801, Attn: Jane M. Leamy, Esq.; and (iii) counsel to the Official Committee of Unsecured Creditors, Blank Rome LLP, 1201 N. Market Street, Ste 800, Wilmington, DE 19801, Attn: Bonnie Glantz Fatell, Esq.

A HEARING ON THE MOTION WILL BE HELD BEFORE THE HONORABLE MARY F. WALRATH AT THE UNITED STATES BANKRUPTCY COURT, 824 MARKET STREET, FIFTH FLOOR, COURTROOM #4, WILMINGTON, DELAWARE 19801 ON MAY 30, 2012 AT 3:00 P.M. PREVAILING EASTERN TIME.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: May 11, 2012

PACHULSKI STANG ZIEHL & JONES LLP



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Counsel for the Debtors and Debtors in Possession

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EXHIBIT A

PROPOSED BUDGET

Solyndra LLC

	Week 37	Week 38	Week 39	Week 40	Week 41	Week 42	Week 43	Week 44	Week 45	Week 46
	May				June			July		
DIP/CC Revised Forecast	5/19/2012	5/26/2012	6/2/2012	6/9/2012	6/16/2012	6/23/2012	6/30/2012	7/7/2012	7/14/2012	7/21/2012
Cash Balance at Beginning of Week (\$'s 000)	\$ 382.2	\$ 68.8	\$ 299.1	\$ 193.1	\$ 374.0	\$ 29.0	\$ 544.1	\$ 403.2	\$ 522.2	\$ 764.1
Asset sale proceeds (not incl. Bldg/Land)	-	-	-	-	-	450.0	-	-	500.0	500.0
Misc. Other Receipts	10.0	-	-	650.0	-	-	-	-	-	-
Total Operating Receipts	\$ 10.0	\$ -	\$ -	\$ 650.0	\$ -	\$ 450.0	\$ -	\$ -	\$ 500.0	\$ 500.0
<u>Operating Disbursements</u>										
Payroll Wages & Benefits	\$ (30.0)	\$ 202.1	\$ -	\$ 167.0	\$ -	\$ 137.3	\$ -	\$ 134.4	\$ -	\$ 241.7
First Day Motion Payments	-	-	-	-	-	-	33.0	-	-	-
Chapter 11 Fees ¹	162.1	162.1	167.3	168.8	168.8	168.8	1,415.3	174.6	176.1	176.1
Utilities (Electricity, Gas, Telecom, IT)	12.7	95.3	5.0	14.7	2.0	5.3	95.0	5.0	15.0	5.0
Building (incl. CAM, ins., taxes, scrty., janitorial, R&M)	20.8	949.8	20.8	17.3	17.3	27.3	27.3	22.2	22.2	22.2
Tool / Facility closure	150.9	148.4	405.9	94.4	99.9	89.4	58.3	39.8	39.8	39.8
Warehousing, Freight & Logistics	2.0	2.0	2.0	2.0	2.0	2.0	2.0	-	-	-
Travel Expense/Reimbursement	-	-	-	-	-	-	-	-	-	-
Property, Casualty, D&O insurance	-	5.0	-	-	-	-	5.0	-	-	-
Contingency	5.0	5.0	5.0	5.0	55.0	5.0	5.0	5.0	5.0	5.0
Total Operating Disbursements	\$ 323.5	\$ 1,569.6	\$ 606.0	\$ 469.1	\$ 344.9	\$ 435.0	\$ 1,640.8	\$ 381.1	\$ 258.1	\$ 489.8
DIP Proceeds	-	1,800.0	500.0	-	-	500.0	1,500.0	500.0	-	-
Cash Used to Paydown DIP	-	-	-	-	-	-	-	-	-	-
Ending Cash Balance	\$ 68.8	\$ 299.1	\$ 193.1	\$ 374.0	\$ 29.0	\$ 544.1	\$ 403.2	\$ 522.2	\$ 764.1	\$ 774.3
DIP Beginning Balance (\$'s 000)	\$ 200.0	\$ 200.0	\$ 2,000.0	\$ 2,500.0	\$ 2,500.0	\$ 2,500.0	\$ 3,000.0	\$ 4,500.0	\$ 5,000.0	\$ 5,000.0
DIP Repayment	-	-	-	-	-	-	-	-	-	-
DIP Draw	-	1,800.0	500.0	-	-	500.0	1,500.0	500.0	-	-
DIP Ending Balance	\$ 200.0	\$ 2,000.0	\$ 2,500.0	\$ 2,500.0	\$ 2,500.0	\$ 3,000.0	\$ 4,500.0	\$ 5,000.0	\$ 5,000.0	\$ 5,000.0
¹ Chapter 11 Fees										
PSZ&J	\$ 62.5	\$ 62.5	\$ 62.5	\$ 62.5	\$ 62.5	\$ 62.5	\$ 327.5	\$ 62.5	\$ 62.5	\$ 62.5
Chief Bankruptcy Restructuring Office/ Trustee Post confirmation	15.0	15.0	15.0	15.0	15.0	15.0	575.0	15.0	15.0	15.0
Financial Advisor ^A	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0
Gibson Dunn	30.0	30.0	30.0	30.0	30.0	30.0	280.0	25.0	25.0	25.0
DIP Closing cost & interest accrual @ 15%	0.6	0.6	5.8	7.3	7.3	7.3	8.8	13.1	14.6	14.6
Claims Agent (balloting)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	10.0	10.0	10.0
Creditor Committee & Advisors	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
US Trustee	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Company Counsel non-bankruptcy matters	5.0	5.0	5.0	5.0	5.0	5.0	175.0	5.0	5.0	5.0
Contingency	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
	\$ 162.1	\$ 162.1	\$ 167.3	\$ 168.8	\$ 168.8	\$ 168.8	\$ 1,415.3	\$ 174.6	\$ 176.1	\$ 176.1

^A (\$150k/mo; after 6 mo's 50% credited against Plan approval fee of \$500k)

Solyndra LLC

DIP/CC Revised Forecast

Cash Balance at Beginning of Week (\$'s 000)

Asset sale proceeds (not incl. Bldg/Land)

Misc. Other Receipts

Total Operating Receipts

Operating Disbursements

Payroll Wages & Benefits

First Day Motion Payments

Chapter 11 Fees ¹

Utilities (Electricity, Gas, Telecom, IT)

Building (incl. CAM, ins., taxes, scrty., janitorial, R&M)

Tool / Facility closure

Warehousing, Freight & Logistics

Travel Expense/Reimbursement

Property, Casualty, D&O insurance

Contingency

Total Operating Disbursements

DIP Proceeds

Cash Used to Paydown DIP

Ending Cash Balance

DIP Beginning Balance (\$'s 000)

DIP Repayment

DIP Draw

DIP Ending Balance

¹ Chapter 11 Fees

PSZ&J

Chief Bankruptcy Restructuring Office/ Trustee Post confirmation

Financial Advisor^A

Gibson Dunn

DIP Closing cost & interest accrual @ 15%

Claims Agent (balloting)

Creditor Committee & Advisors

US Trustee

Company Counsel non-bankruptcy matters

Contingency

	Week 47	Week 48	Week 49	Week 50	Week 51	Week 52	Week 53	Week 54	Week 55	Week 56
	July		August				September			
week ending	7/28/2012	8/4/2012	8/11/2012	8/18/2012	8/25/2012	9/1/2012	9/8/2012	9/15/2012	9/22/2012	9/29/2012
Cash Balance at Beginning of Week	\$ 774.3	\$ 951.2	\$ 1,104.7	\$ 815.0	\$ 190.3	\$ 405.5	\$ 402.8	\$ 663.7	\$ 858.2	\$ 665.0
Asset sale proceeds (not incl. Bldg/Land)	500.0	500.0	-	-	-	-	-	-	-	-
Misc. Other Receipts	-	-	-	-	-	-	-	-	-	-
Total Operating Receipts	\$ 500.0	\$ 500.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Disbursements										
Payroll Wages & Benefits	\$ -	\$ 108.4	\$ -	\$ 94.9	\$ -	\$ 151.5	\$ -	\$ 78.9	\$ -	\$ 65.5
First Day Motion Payments	-	-	-	-	-	-	-	-	-	-
Chapter 11 Fees ¹	176.1	176.1	176.1	176.1	176.1	177.5	174.0	175.5	151.9	121.9
Utilities (Electricity, Gas, Telecom, IT)	75.0	5.0	15.0	5.0	5.0	75.0	5.0	15.0	5.0	60.0
Building (incl. CAM, ins., taxes, scrty., janitorial, R&M)	22.2	12.2	15.3	15.3	15.3	15.3	15.3	15.3	15.3	15.3
Tool / Facility closure	39.8	39.8	78.4	328.4	78.4	78.4	39.8	16.0	16.0	16.0
Warehousing, Freight & Logistics	-	-	-	-	-	-	-	-	-	-
Travel Expense/Reimbursement	-	-	-	-	-	-	-	-	-	-
Property, Casualty, D&O insurance	5.0	-	-	-	5.0	-	-	-	-	5.0
Contingency	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Total Operating Disbursements	\$ 323.1	\$ 346.5	\$ 289.7	\$ 624.7	\$ 284.7	\$ 502.7	\$ 239.1	\$ 305.6	\$ 193.2	\$ 288.7
DIP Proceeds	-	-	-	-	500.0	500.0	500.0	500.0	-	-
Cash Used to Paydown DIP	-	-	-	-	-	-	-	-	-	-
Ending Cash Balance	\$ 951.2	\$ 1,104.7	\$ 815.0	\$ 190.3	\$ 405.5	\$ 402.8	\$ 663.7	\$ 858.2	\$ 665.0	\$ 376.3
DIP Beginning Balance (\$'s 000)	\$ 5,000.0	\$ 5,000.0	\$ 5,000.0	\$ 5,000.0	\$ 5,000.0	\$ 5,500.0	\$ 6,000.0	\$ 6,500.0	\$ 7,000.0	\$ 7,000.0
DIP Repayment	-	-	-	-	-	-	-	-	-	-
DIP Draw	-	-	-	-	500.0	500.0	500.0	500.0	-	-
DIP Ending Balance	\$ 5,000.0	\$ 5,000.0	\$ 5,000.0	\$ 5,000.0	\$ 5,500.0	\$ 6,000.0	\$ 6,500.0	\$ 7,000.0	\$ 7,000.0	\$ 7,000.0
¹ Chapter 11 Fees										
PSZ&J	\$ 62.5	\$ 62.5	\$ 62.5	\$ 62.5	\$ 62.5	\$ 62.5	\$ 62.5	\$ 62.5	\$ 62.5	\$ 62.5
Chief Bankruptcy Restructuring Office/ Trustee Post confirmation	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0
Financial Advisor ^A	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	10.0
Gibson Dunn	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	5.0	5.0
DIP Closing cost & interest accrual @ 15%	14.6	14.6	14.6	14.6	14.6	16.0	17.5	19.0	20.4	20.4
Claims Agent (balloting)	10.0	10.0	10.0	10.0	10.0	10.0	5.0	5.0	5.0	0.0
Creditor Committee & Advisors	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	0.0	0.0
US Trustee	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Company Counsel non-bankruptcy matters	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Contingency	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
	\$ 176.1	\$ 176.1	\$ 176.1	\$ 176.1	\$ 176.1	\$ 177.5	\$ 174.0	\$ 175.5	\$ 151.9	\$ 121.9

^A(\$150k/mo; after 6 mo's 50% credited against Plan approval fee of \$500k)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11
Solyndra LLC, *et al.*,¹)
Debtor.) Case No. 11-12799 (MFW)
) (Jointly Administered)
)

**ORDER EXTENDING COMMITMENT TERMINATION DATE
AND INCREASING DIP COMMITMENT UNDER
FINAL ORDER (I) AUTHORIZING THE DEBTORS TO
(A) OBTAIN POSTPETITION SECURED FINANCING AND (B) UTILIZE
CASH COLLATERAL, (II) GRANTING LIENS AND SUPERPRIORITY
ADMINISTRATIVE EXPENSE STATUS, (III) GRANTING ADEQUATE
PROTECTION, AND (IV) MODIFYING THE AUTOMATIC STAY**

This matter coming before the Court on the *Motion to Extend Commitment Termination Date and Increase DIP Commitment Under Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Secured Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Status, (III) Granting Adequate Protection, and (IV) Modifying the Automatic Stay* (the "Motion")² filed by Solyndra LLC ("Solyndra") and 360 Degree Solar Holdings, Inc. ("360"), the above-captioned debtors and debtors in possession (collectively, the "Debtors"); the Court having reviewed the Motion and any arguments made in support thereof; the Court finding that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), (c) venue of these chapter 11 cases in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409,

¹ The Debtors in these proceedings and the last four digits of each Debtor's federal taxpayer identification number are as follows: Solyndra LLC (9771) and 360 Degree Solar Holdings, Inc. (5583). The Debtors' address is 47488 Kato Road, Fremont, CA 94538.

² Unless otherwise noted, capitalized terms used herein have the meanings ascribed in the Motion.

and (d) notice of the Motion was sufficient under the circumstances, the Court having determined that the legal and factual bases set forth in the Motion and it appearing that the relief requested is in the best interest of the Debtors and their estates;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.
2. Paragraph 18 of the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Secured Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Status, (III) Granting Adequate Protection, and (IV) Modifying the Automatic Stay*, entered by the Court on September 27, 2011 [Docket No. 161], as amended by that certain order extending the Commitment Termination Date entered on February 22, 2012 [Dkt. No. 663] (as amended, the "Final Order"), is revised to read as follows:

Commitment Termination Date. All DIP Obligations of the Debtors to the DIP Lender shall be immediately due and payable, and the Debtors' authority to use the proceeds of the DIP Facility and to use Cash Collateral shall cease, both on the date that is earliest to occur of: (i) September 29, 2012 and (ii) the date on which the maturity of the DIP Obligations is accelerated and the commitments under the DIP Facility are irrevocably terminated in accordance with the DIP Credit Agreement (the "**Commitment Termination Date**").

3. Consistent with the foregoing, the definition of "Maturity Date" in the DIP Agreement is deemed amended consistent with the definition of Commitment Termination Date above.

4. All references to the \$4,000,000 of funding available to the Debtors under the Final Order and the DIP Agreement, including the definition of "DIP Commitment" in the DIP Agreement, are deemed amended to reflect \$7,000,000 in available financing.

5. The budget attached hereto as Exhibit A shall be deemed to be the Budget for purposes of the Final Order from and after the date hereof through the Extended Commitment Termination Date, provided that such Budget may be amended as permitted by the Final Order.

6. Except as modified hereby, the Final Order remains in full force and effect.

7. This Court has and will retain jurisdiction to enforce this Order and to address any disputes arising therefrom.

Dated: _____, 2012

Honorable Mary F. Walrath
United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

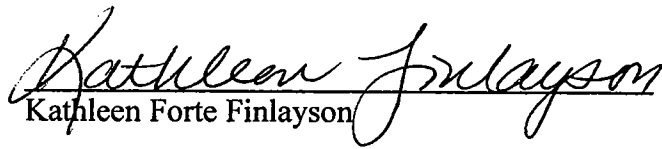
In re:) Chapter 11
Solyndra LLC, *et al.*,¹)
Debtors.) Case No.: 11-12799 (MFW)
) (Jointly Administered)
)

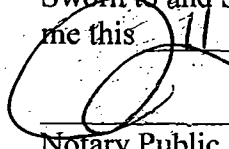
AFFIDAVIT OF SERVICE

STATE OF DELAWARE)
COUNTY OF NEW CASTLE) ss:
)

Kathleen Forte Finlayson, being duly sworn according to law, deposes and says that she is employed by the law firm of Pachulski Stang Ziehl & Jones LLP, attorneys for the Debtors in the above-captioned action, and that on the 11th day of May 2012 she caused a copy of the following document(s) to be served upon the parties on the attached service lists in the manner indicated:

Notice of Hearing and Debtors' Motion to Extend Commitment Termination Date and Increase DIP Commitment under Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Secured Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Status, (III) Granting Adequate Protection, and (IV) Modifying the Automatic Stay


Kathleen Forte Finlayson

Sworn to and Subscribed before
me this 11 day of May 2012

K A JOHN BOWER
NOTARY PUBLIC
Notary Public **STATE OF DELAWARE**
Commission Exp.: My commission expires Dec 10, 2012
DOCS_DE:177602.1 80368-002

¹ The Debtors in these proceedings and the last four digits of each Debtor's federal taxpayer identification number are as follows: Solyndra LLC (9771) and 360 Degree Solar Holdings, Inc. (5583). The Debtors' address is 47488 Kato Road, Fremont, CA 94538.

Solyndra LLC 2002 Service List

Case No. 11-12799

Document No. 172797

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02 – Interoffice Pouch

51 – First Class Mail

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