

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

In re: : **Chapter 11**
: :
SUNEDISON, INC., et al., : **Case No. 16-10992 (SMB)**
: :
Debtors.¹ : **Jointly Administered**
: :
:

ORDER (I) APPROVING THE BIDDING PROCEDURES FOR THE SALE OF THE SOLAR MATERIALS BUSINESS; (II) ESTABLISHING THE NOTICE PROCEDURES AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF; (III) APPROVING PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (IV) SCHEDULING A SALE HEARING; AND (V) GRANTING RELATED RELIEF

Upon the motion (the “Sale Motion”)² dated August 26, 2016 of the above-captioned debtors and debtors-in-possession (the “Debtors”) for, among other things, entry of an order (the “Order”) (i) approving the proposed auction and bidding procedures (the “Bidding Procedures”), which are attached as Exhibit A hereto, for the sale of the Solar Materials Business; (ii) approving the form and manner of notice of all procedures, protections, schedules, and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each 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 MN Development, LLC (8669); SunE MN Development Holdings, LLC (5388); and SunE Minnesota Holdings, LLC (8926). The address of the Debtors’ corporate headquarters is 13736 Riverport Dr., Maryland Heights, Missouri 63043.

² Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Motion, the Bidding Procedures, or the Stalking Horse Agreement, as applicable.

agreements; (iii) establishing procedures for the assumption and assignment of certain executory contracts and unexpired leases (the “Assumed Contracts and Leases”), including notice of proposed cure amounts (the “Assumption and Assignment Procedures”); (iv) scheduling a hearing (the “Sale Hearing”) to approve such sale (the “Sale Transaction”); and (v) granting other related relief; and the Court having considered the Sale Motion, and the arguments of counsel made, and the evidence adduced, at the hearing on the Sale Motion (the “Bidding Procedures Hearing”); as more fully described in the Sale Motion; and it appearing that the relief requested in the Sale Motion is in the best interests of the Debtors, their estates, their creditors, and all other interested parties; and upon the record of the Bidding Procedures Hearing and the Chapter 11 Cases, and after due deliberation thereon, and good cause appearing therefor, it is hereby,

FOUND, CONCLUDED AND DECLARED THAT:³

A. The Court has jurisdiction to consider the Sale Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and the Sale Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409. The legal predicates for the relief requested in the Sale Motion are Bankruptcy Code sections 105, 363, 365 503. and 507. Such relief is also warranted pursuant to Bankruptcy Rules 2002, 6004, 6006, 9007. and 9014 and Local Bankruptcy Rules 6004-1 and 6006-1 and the Sale Guidelines.

B. The relief granted herein is in the best interests of the Debtors, their estates, and other parties in interest.

³ The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. The Debtors have articulated good and sufficient business reasons for the Court to (i) approve the Bidding Procedures, (ii) approve the Bid Protections, (iii) approve the Assumption and Assignment Procedures, (iv) approve the form and manner of notice of the Sale Motion, the Auction, and the Sale Hearing, and (v) set the date of the Auction and the Sale Hearing.

D. Due, sufficient, and adequate notice of the Bidding Procedures Hearing, the relief requested in the Sale Motion, the relief granted herein, the Bidding Procedures, the Assumption and Assignment Procedures, and the Auction has been given in light of the circumstances and the nature of the relief requested, and no other or further notice thereof is required.

E. The Bidding Procedures, substantially in the form attached hereto as Exhibit A, and incorporated herein by reference as if fully set forth herein, are fair, reasonable, and appropriate; were negotiated in good faith by the Debtors and the Stalking Horse Bidder; and represent the best way to maximize the value of the Solar Materials Business.

F. The Debtors have demonstrated a reasonable business justification for the payment of the Bid Protections to the Stalking Horse Bidder under the circumstances set forth in the Stalking Horse Agreement. The Break-Up Fee and the Expense Reimbursement Amount, on the terms and to the extent authorized by the Stalking Horse Agreement, (i) shall be deemed an actual and necessary cost of preserving the Debtors' estates within the meaning of section 503(b) of the Bankruptcy Code; (ii) are of substantial benefit to the Debtors' estates; (iii) are reasonable and appropriate, including in light of the size and nature of the Sale Transaction and the efforts that have been and will be expended by the Stalking Horse Bidder; and (iv) have been negotiated by the parties and their respective advisors at arm's length and in good faith. The Bid

Protections are a material inducement for, and condition of, the Stalking Horse Bidder's entry into the Stalking Horse Agreement.

G. The Assumption and Assignment Procedures are reasonable and appropriate.

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED THAT:

1. The Sale Motion is GRANTED, as set forth herein.
2. The Bidding Procedures, as attached hereto as Exhibit A, are approved and incorporated into this Order by reference, as though fully set forth herein. Accordingly, the failure to recite or reference any particular provision of the Bidding Procedures shall not diminish the effectiveness of such provision, it being the intent of the Court that the Bidding Procedures be authorized and approved in their entirety. The Debtors are authorized to take any and all actions necessary or appropriate to implement the Bidding Procedures.

The Bid Deadline

3. Except as expressly set forth herein or in the Bidding Procedures, for a bid to be a Qualified Bid, the following parties must receive such bid in writing **on or before October 13, 2016 at 4:00 p.m. (prevailing Eastern Time)** or such earlier date as may be agreed to by the Debtors (the "Bid Deadline"): (a) the Debtors, 13736 Riverport Dr., Maryland Heights, Missouri 63043, Attn: Martin Truong and David Ringhofer; (b) counsel for the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, NY 10036, Attn: Jay Goffman and J. Eric Ivester and 155 N. Wacker Drive, Suite 2700, Chicago, IL 60606, Attn: James J. Mazza, Jr. and Justin M. Winerman; (c) financial advisor and investment banker to the Debtors, Rothschild Inc., 1251 Avenue of the Americas, 33rd floor, New York, NY 10020, Attn: Homer Parkhill, Emil Giliotti and Marcelo Messer; (d) the Office of the United States Trustee, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, NY 10014, Attn: Paul Schwartzberg; (e) counsel for the Official Committee of Unsecured Creditors (the "Committee"),

Weil, Gotshal & Manges, LLP, 767 Fifth Avenue, New York, NY 10153, Attn: Matthew Barr and Jill Frizzley; (f) counsel for the DIP Agent and DIP Arrangers (as defined in the Final DIP Order (defined below)), White & Case LLP, 1155 Avenue of the Americas, New York, NY 10036, Attn: Scott Greissman and Elizabeth Feld; and (g) counsel for the Tranche B Lenders (as defined in the DIP Credit Agreement (defined below)), Akin, Gump, Strauss, Hauer & Feld, LLP, One Bryant Park, New York, NY 10036, Attn: Arik Preis and Naomi Moss (collectively, the “Bid Notice Parties”).

4. Notwithstanding anything herein to the contrary, the Stalking Horse Bidder is deemed a Qualified Bidder for all purposes, and the Stalking Horse Agreement is deemed a Qualified Bid for all purposes. In the event there are no other Qualified Bids, the Debtors shall accept the Stalking Horse Agreement and present it for approval at the Sale Hearing.

Notice of the Sale Transaction and the Sale Hearing

5. Within two (2) business days after the entry of this Order, or as soon thereafter as practicable (the “Mailing Date”), the Debtors (or their agents) shall serve notice of the Sale Motion, the Stalking Horse Agreement, this Order, and the Bidding Procedures by first-class mail, postage prepaid upon (a) the Office of the United States Trustee for the Southern District of New York; (b) counsel to the administrative agent under the Debtors’ prepetition first lien credit agreement; (c) counsel to the Tranche B Lenders and the steering committee of the second lien creditors (the “Steering Committee”); (d) counsel to the administrative agent under the Debtors’ prepetition second lien credit agreement; (e) counsel to the collateral trustee under the Debtors’ prepetition second lien credit agreement; (f) counsel to the indenture trustee under each of the Debtors’ outstanding bond issuances; (g) the U.S. Attorney for the Southern District of New York; (h) counsel to the DIP Agent and DIP Arrangers; (i) counsel to the Committee; (j) counsel to TerraForm Power, Inc. and TerraForm Global, Inc.; (k) the Internal Revenue Service;

(l) the Securities and Exchange Commission; (m) any party known to hold or assert any liens, hypothecations, encumbrances, claims, liabilities, security interests, interests, mortgages, pledges, restrictions or charges (including any conditional sale or other title retention agreement) (the “Encumbrances”) in any of the Purchased Assets; (n) any party to an executory contract or unexpired lease to be potentially assumed and assigned as part of the Sale Transaction; (o) all affected federal, state, and local regulatory, and taxing authorities; (p) all entities known to have expressed an interest in a transaction with respect to all or part of the Purchased Assets during the six (6) months preceding the date hereof; (q) counsel to the Stalking Horse Bidder; and (r) any such other party entitled to notice pursuant to Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York.

6. On the Mailing Date or as soon thereafter as practicable, the Debtors (or their agents) shall serve by first-class mail, postage prepaid, the Sale Notice upon all other known creditors and all other known creditors of the Debtors. The Debtors shall also post the Sale Notice on the website of the Debtors’ claims and noticing agent, available at <https://cases.primeclerk.com/sunedison>.

7. The Debtors shall publish notice of the proposed Sale Transaction once in one of *the Wall Street Journal*, *The New York Times*, or *USA Today*, as determined by the Debtors in their sole discretion, on the Mailing Date or as soon as practicable thereafter. The Publication Notice shall be sufficient and proper notice of the Sale Transaction to any other interested parties whose identities are unknown to the Debtors.

8. The Debtors shall identify the Successful Bidder at the Auction and shall file, but not serve, a notice identifying any Successful Bidder and the date and time of the Sale Hearing.

The Debtors shall also post the identity of the Successful Bidder on the website of the Debtors' claims and noticing agent, available at <https://cases.primeclerk.com/sunedison>.

9. The Debtors' proposed notice of (a) the Sale Motion, (b) the proposed Sale Transaction, (c) the assumption and assignment of, and Cure Amounts for, the Assumed Contracts and Leases to be assumed and assigned to the Successful Bidder, (d) the Stalking Horse Agreement, (e) the Successful Bidder, and (f) the Bidding Procedures are appropriate and reasonably calculated to provide all interested parties with timely and proper notice of each, and no further notice of, or hearing on, each is necessary or required.

10. The Sale Hearing to approve the sale of the Solar Materials Business to the Successful Bidder shall be held on **October 20, 2016 at 10:00 a.m. (prevailing Eastern Time)**.

11. Objections, if any, to the sale of the Solar Materials Business to the Stalking Horse Bidder must be filed and served on the Bid Notice Parties and counsel for the Stalking Horse Bidder by **October 13, 2016 at 4:00 p.m. (prevailing Eastern Time)**. **If a party with an Encumbrance fails to object by the objection deadline, it will be deemed to consent to the Sale Transaction free and clear of Encumbrances (other than Assumed Liabilities) under Bankruptcy Code section 363(f)(2).**

12. Objections, if any, to the selection of the Successful Bidder (if not the Stalking Horse Bidder) or to the conduct of the Auction must be filed and served on the Bid Notice Parties and counsel for the Stalking Horse Bidder prior to the Sale Hearing.

The Auction

13. The Auction shall take place on **October 18, 2016 at 10:00 a.m. (prevailing Eastern Time)** at the offices of counsel for the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, NY 10036, or such other location and time as the Debtors shall timely communicate to all parties entitled to attend the Auction, including all Qualified

Bidders, the Stalking Horse Bidder and its counsel, the United States Trustee, counsel for the DIP Agent, counsel for the Tranche B Lenders, and counsel for the Committee.

14. Only the Debtors, the DIP Lenders, the DIP Agent, the Committee, the Stalking Horse Bidder, and any other Qualified Bidder, in each case, along with their representatives and counsel, shall be entitled to attend and participate in the Auction (such attendance to be in person).

15. The Debtors and their professionals shall direct and preside over the Auction, and the Auction shall be transcribed. Each Qualified Bidder participating in the Auction must confirm that it (a) has not engaged in any collusion with respect to the bidding or sale of any of the assets described herein, (b) has reviewed, understands, and accepts the Bidding Procedures, and (c) has consented to the core jurisdiction of the Bankruptcy Court.

Assumption and Assignment Procedures

16. No later than two (2) business days after entry of this Order, the Debtors shall file a list of executory contracts and unexpired leases to be potentially assumed and assigned (collectively, the “Potentially Assumed Contracts and Leases” and such list, the “Potential Contract List”) and file and serve on each counterparty a notice (each a “Cure Notice”) that shall (a) state the cure amounts that the Debtors believe are necessary to assume and assign such Potentially Assumed Contracts and Leases pursuant to section 365 of the Bankruptcy Code (the “Cure Amount”); (b) notify the non-Debtor party that such party’s Potentially Assumed Contracts and Leases may be assumed and assigned to a purchaser of the Solar Materials Business at the conclusion of the Auction; (c) state the date of the Sale Hearing; and (d) state the deadline, as set forth herein, by which the non-Debtor party shall file and serve an objection to the Cure Amount or to the assumption and assignment of the Potentially Assumed Contracts and Leases. The presence of a contract or lease on the Cure Notice does not constitute an admission

that such contract or lease is an executory contract or unexpired lease. The Debtors reserve all of their rights, claims, defenses, and causes of action with respect to all contracts or leases listed on the Cure Notice.

17. The Debtors, with the consent of the Stalking Horse Bidder, may revise the Potential Contract List by (a) removing or adding a Contract (as defined in the Stalking Horse Agreement) on the Potential Contract List, or (b) amending the Cure Amount of any Potentially Assumed Contracts and Leases at any time; provided, however, that to the extent that the Debtors add a Contract to the Potential Contract List or reduce the Cure Amount of any Potentially Assumed Contracts and Leases, the affected counterparty shall receive a separate notice and an opportunity to object to such modification as set forth in paragraph 18 of the Order.

18. Any objection to the Cure Amount or to assumption and assignment, including with respect to adequate assurance of future performance (a “Contract Objection”), must be filed and served upon the following parties: (i) the Debtors, 13736 Riverport Dr., Maryland Heights, Missouri 63043, Attn: Martin Truong and David Ringhofer; (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, NY 10036, Attn: Jay M. Goffman and J. Eric Ivester, jay.goffman@skadden.com and eric.ivester@skadden.com and 155 N. Wacker Drive Chicago, IL 60606, Attn: James J. Mazza, Jr. and Justin M. Winerman, james.mazza@skadden.com, and justin.winerman@skadden.com; (iii) the Office of the United States Trustee, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, NY 10014, Attn: Paul Schwartzberg, paul.schwartzberg@usdoj.gov; (iv) counsel to the administrative agent under the Debtors’ prepetition first lien credit agreement, Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, IL 60611, Attn: Richard Levy and Brad Kotler, richard.levy@lw.com and brad.kotler@lw.com; (v) counsel to the Tranche B

Lenders and the Steering Committee, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036, Attn: Arik Preis and Naomi Moss, apreis@akingump.com and nmoss@akingump.com; (vi) counsel to the administrative agent under the Debtors' prepetition second lien credit agreement, Pillsbury Winthrop Shaw Pittman LLP, 1540 Broadway, New York, NY 10036-4039, Attn: Daniel S. Brown, daniel.brown@pillsburylaw.com; (vii) counsel to the collateral trustee under the Debtors' prepetition second lien credit agreement, Shipman & Goodwin LLP, One Constitution Plaza, Hartford, CT 06103-1919, Attn: Marie C. Pollio, mpollio@goodwin.com; (viii) counsel to the indenture trustee under each of the Debtors' outstanding bond issuances, Shipman & Goodwin LLP, One Constitution Plaza, Hartford, CT 06103-1919, Attn: Marie C. Pollio, mpollio@goodwin.com; (ix) counsel to the DIP Agent and DIP Arrangers, White & Case LLP, 1155 Avenue of the Americas, New York, NY 10036-2787, Attn: Scott Greissman and Elizabeth Feld, sgreissman@whitecase.com and efeld@whitecase.com; (x) counsel to the Official Committee of Unsecured Creditors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153, Attn: Matthew Barr and Joseph Smolinsky, suneweilbfr@weil.com; (xi) counsel to TerraForm Power, Inc. and TerraForm Global, Inc., Sullivan & Cromwell LLP, 125 Broad Street, New York, NY 10004, Attn: Michael H. Torkin and Andrew G. Dietderich, torkinm@sullcrom.com and dietdericha@sullcrom.com; and (xii) counsel for the Stalking Horse Bidder, Gibson Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166, Attn: Michael A. Rosenthal and John T. Gaffney, mrosenthal@gibsondunn.com and jgaffney@gibsondunn.com, **so as to be received on or before October 3, 2016 at 4:00 p.m. (prevailing Eastern Time), or in the case of changes to the Cure Notice requiring separate notice pursuant to paragraph 17 of this Order, fourteen (14) days following receipt of such notice.** Any Contract Objection must state the

basis for such objection and state with specificity what Cure Amount the party to the Potentially Assumed Contracts and Leases believes is required (in all cases with appropriate documentation in support thereof). If no Contract Objection is timely received, the Cure Amount set forth in the Cure Notice shall be controlling notwithstanding anything to the contrary in any Potentially Assumed Contracts and Leases or other document as of the date of the Cure Notice. The Cure Notice shall also provide that a Contract Objection to any Cure Amount or to assumption and assignment will be heard at the Sale Hearing or at a later hearing, as determined by the Debtors. If a Successful Bidder that is not the Stalking Horse Bidder prevails at the Auction, then the deadline to object to assumption and assignment (including on grounds of adequate assurance of future performance) shall be extended to October 19, 2016 at 4:00 p.m. (prevailing Eastern Time); *provided, however*, that the deadline to object to the Cure Amount shall not be extended.

19. Unless a non-Debtor party to any Contract on the Potential Contract List files an objection to the Cure Amount by the applicable objection deadline, then such counterparty shall be (a) forever barred from objecting to the Cure Amount, and (b) forever barred and estopped from asserting or claiming any Cure Amount, other than the Cure Amount listed on the schedule to the Cure Notice, against the Debtors, the Stalking Horse Bidder, or any Successful Bidder, or any other assignee of the relevant contract or lease.

20. Unless a counterparty to a Contract on the Potential Contract List timely files an objection to the assumption and assignment of such Contract to the Stalking Horse Bidder or other Successful Bidder, then such counterparty shall be deemed to have consented to the assumption and assignment to the Stalking Horse Bidder or other Successful Bidder and shall be forever barred from objecting to such assumption and assignment on any basis.

The Stalking Horse Agreement

21. Any obligations of the Debtors set forth in the Stalking Horse Agreement that are intended to be performed prior to the Sale Hearing and/or entry of the Sale Order are authorized as set forth herein.

22. Pursuant to sections 105, 363, 503, and 507 of the Bankruptcy Code, the Debtors are hereby authorized and directed to pay the Break-Up Fee and the Expense Reimbursement Amount subject to the terms and conditions set forth in the Stalking Horse Agreement and this Order. Specifically, (i) the Break-Up Fee shall be paid to the Stalking Horse Bidder on the terms set forth in section 6.6(a) of the Stalking Horse Agreement, and (ii) the Expense Reimbursement Amount shall be paid to the Stalking Horse Bidder on the terms set forth in section 6.6(b) of the Stalking Horse Agreement.

23. Upon entry of this Order, the Break-Up Fee and Expense Reimbursement Amount (if earned pursuant to the Stalking Horse Agreement) shall, until paid in full as set forth in the Stalking Horse Agreement, be entitled to administrative expense status pursuant to sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code; provided that the Break-Up Fee and Expense Reimbursement Amount are only payable (and are only entitled to administrative expense status, if applicable) in the event, and to the extent, that the Stalking Horse Bidder is entitled to such amounts under the Stalking Horse Agreement. The Debtors' obligation to pay the Break-Up Fee and Expense Reimbursement Amount pursuant to the terms of the Stalking Horse Agreement and this Order shall survive termination of the Stalking Horse Agreement.

Related Relief

24. This Order shall constitute findings of fact and conclusions of law and shall take effect immediately upon execution hereof.

25. This Order shall be binding on the Debtors, including any chapter 7 or chapter 11 trustee or other fiduciary appointed for the estates of the Debtors. Certain provisions of this Order that relate to the Bid Protections shall inure to the benefit of the Stalking Horse Bidder and its affiliates, successors, and assigns.

26. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

27. Notwithstanding anything to the contrary contained herein, any payment to be made, or authorization contained, hereunder shall be subject to the requirements imposed on the Debtors under the *Final Order (I) Authorizing Debtors to (A) Obtain Senior Secured, Superpriority, Postpetition Financing Pursuant to Bankruptcy Code Sections 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), and 364(e) and (B) Utilize Cash Collateral Pursuant to Bankruptcy Code Section 363, and (ii) Granting Adequate Protection to Prepetition Secured Parties Pursuant to Bankruptcy Code Sections 361, 362, 363 and 364* [Docket No. 523] (the “Final DIP Order”), the DIP Credit Agreement and the other DIP Loan Documents (each as defined in the Final DIP Order).

28. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order, including any matter, claim, or dispute arising from or relating to the Expense Reimbursement Amount, Break-Up Fee, the Stalking Horse Agreement, and the Bidding Procedures.

Dated: September 16, 2016
New York, New York

/s/ STUART M. BERNSTEIN
HONORABLE STUART M. BERNSTEIN

Exhibit A

Bidding Procedures

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

In re:	:	Chapter 11
	:	
SUNEDISON, INC., et al.,	:	Case No. 16-10992 (SMB)
	:	
Debtors. ⁴	:	Jointly Administered
	:	
	:	

BIDDING PROCEDURES

The bidding procedures set forth below (the “Bidding Procedures”) detail the process by which SunEdison, Inc., SunEdison Products Singapore Pte. Ltd., MEMC Pasadena, Inc., and Solaicx (collectively, the “Sellers”), in the pending chapter 11 bankruptcy cases in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), Case No. 16-10992 (Jointly Administered), are authorized to conduct a sale (the “Sale Transaction”) of the Purchased Assets (as defined in the Stalking Horse Agreement) (the “Solar Materials Business”) in accordance herewith and with the Bidding Procedures Order (as defined below).

On August 26, 2016, the Sellers entered into an Asset Purchase Agreement between the Sellers, as sellers, and GCL-Poly Energy Holdings Limited, as buyer (the “Stalking Horse Bidder”), a copy of which was filed with the Bankruptcy Court on August 26, 2016 (the “Stalking Horse Agreement”). Pursuant to the Stalking Horse Agreement, the Stalking Horse Bidder has agreed to, among other things, purchase the Solar Materials Business and assume the Assumed Liabilities (as defined in the Stalking Horse Agreement), in each case, upon the terms and subject to the conditions set forth in the Stalking Horse Agreement.

⁴ The Debtors in these chapter 11 cases, along with the last four digits of each 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 MN Development, LLC (8669); SunE MN Development Holdings, LLC (5388); and SunE Minnesota Holdings, LLC (8926). The address of the Debtors’ corporate headquarters is 13736 Riverport Dr., Maryland Heights, Missouri 63043.

These Bidding Procedures were approved by order of the Bankruptcy Court dated [_____], 2016 (the “Bidding Procedures Order”), pursuant to the motion of the Sellers and the other debtors and debtors-in-possession in the Chapter 11 Cases (collectively, the “Debtors”) for (I) An Order (A) Approving The Bidding Procedures For The Sale Of The Solar Materials Business, (B) Establishing The Notice Procedures And Approving The Form And Manner Of Notice Thereof, (C) Approving Procedures For The Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases, (D) Scheduling A Sale Hearing, And (E) Granting Related Relief And (II) An Order (A) Approving The Sale Of The Solar Materials Business Free And Clear Of All Liens, Claims, Encumbrances, And Other Interests, (B) Approving The Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases Related Thereto, And (C) Granting Related Relief (the “Sale Motion”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed them in the Sale Motion and/or the Bidding Procedures Order, as applicable.

Any party desiring to obtain a copy of the Sale Motion, the Stalking Horse Agreement, the Bidding Procedures, and/or the Bidding Procedures Order, in addition to any related notices that may be filed, may do so by accessing the website of the Debtors’ claims and noticing agent, Prime Clerk, at <https://cases.primeclerk.com/sunedison>, or the Bankruptcy Court’s internet site <http://www.nysb.uscourts.gov>, or for a fee through an account obtained from the PACER website at <http://pacer.psc.uscourts.gov>. The documents may also be obtained by contacting counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, NY 10036, Attn: J. Eric Ivester and 155 N. Wacker Drive, Suite 2700, Chicago, IL 60606, Attn: James J. Mazza, Jr. and Justin M. Winerman.

The Debtors provide these Bidding Procedures, whereby prospective bidders may qualify for and participate in the Auction, to allow interested parties to compete to make the highest or otherwise best offer for the Solar Materials Business or any portion thereof.

Assets to Be Sold

The Sellers seek to complete a sale of the Solar Materials Business. All of the Seller’s rights, title, and interest in and to the Solar Materials Business shall be sold free and clear of any and all liens, hypothecations, encumbrances, claims, liabilities, security interests, interests, mortgages, pledges, restrictions or charges (including any conditional sale or other title retention agreement) (collectively the “Encumbrances”) (other than Assumed Liabilities (as defined in the Stalking Horse Agreement)) with such Encumbrances to attach to the proceeds of the Sale Transaction with the same validity, priority, force, and effect as such Encumbrances had immediately prior to the consummation of the Sale Transaction.

The Stalking Horse Agreement will serve as the “stalking-horse” bid for the Solar Materials Business (the “Stalking Horse Bid”).

Key Dates and Deadlines

The key dates and deadlines for the bidding process are as follows:

September 15, 2016 at 10:00 a.m. prevailing Eastern Time	Bidding Procedures Hearing
October 13, 2016 by 4:00 p.m. prevailing Eastern Time	Bid Deadline – due date for bidders to submit Qualified Bids, as set forth in subsection 2
October 13, 2016 at 4:00 p.m. prevailing Eastern Time	Proposed Objection Deadline for the Sale Motion
October 18, 2016 at 10:00 a.m. prevailing Eastern Time	Auction to be held at the office of Skadden, Arps, Slate, Meagher & Flom LLP, 4 Times Square, New York, New York 10036, if required
October 20, 2016 at 10:00 a.m. prevailing Eastern Time	Proposed Sale Hearing

Bid Requirements

1. Access to Diligence; Due Diligence from Interested Parties

Upon execution of a confidentiality agreement, in form and substance satisfactory to the Sellers, a qualified party that wishes to conduct due diligence on any of the Solar Materials Business may be granted access to information related thereto, subject to these Bidding Procedures and the Bidding Procedures Order. For a party to be considered a “qualified party” and provided diligence access, such party must demonstrate, in the Seller’s judgment, that such party has the ability (including, without limitation from a financial and regulatory approval perspective) to close promptly on the Sale Transaction following the Bankruptcy Court’s approval of such party’s Qualified Bid (as defined below). The information to be provided to such qualified parties will be information that the Sellers believe is appropriate in light of the Sellers’ need to protect their trade secrets and confidential research, development, and commercial information.

Each party expressing an interest in any of the Purchased Assets shall comply with all requests for additional information and due diligence access requested by the Sellers or their advisors regarding such party and its ability to consummate its contemplated transaction. Failure by a party to comply with such requests for additional information and due diligence access may be a basis for the Sellers to determine that such bidder is or would not be a Qualified Bidder or that a bid made by such party is or would not be a Qualified Bid.

By submitting a bid, each bidder (including the Stalking Horse Bidder) shall be deemed to acknowledge and represent that it has had an opportunity to conduct due diligence on the Sellers prior to making its bid; that it has relied solely upon its own independent due diligence in

making its bid; and that it did not rely upon any written or oral statement, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise, regarding the Sellers, or the completeness of any information provided in connection therewith.

2. Qualified Bids

A written offer by a potential bidder that is delivered so as to be received **by no later than October 13, 2016 at 4:00 p.m. prevailing Eastern Time (the “Bid Deadline”)** to ((a) the Debtors, 13736 Riverport Dr., Maryland Heights, Missouri 63043, Attn: Martin Truong and David Ringhofer; (b) counsel for the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, NY 10036, Attn: Jay Goffman and J. Eric Ivester and 155 N. Wacker Drive, Suite 2700, Chicago, IL 60606, Attn: James J. Mazza, Jr. and Justin M. Winerman; (c) financial advisor and investment banker to the Debtors, Rothschild Inc., 1251 Avenue of the Americas, 33rd floor, New York, NY 10020, Attn: Homer Parkhill, Emil Giliotti and Marcelo Messer; (d) the Office of the United States Trustee, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, NY 10014, Attn: Paul Schwartzberg; (e) counsel for the Official Committee of Unsecured Creditors (the “Committee”), Weil, Gotshal & Manges, LLP, 767 Fifth Avenue, New York, NY 10153, Attn: Matthew Barr and Jill Frizzley; (f) counsel for the DIP Agent and DIP Arrangers, White & Case LLP, 1155 Avenue of the Americas, New York, NY 10036, Attn: Scott Greissman and Elizabeth Feld; and (g) counsel for the Tranche B Lenders, Akin, Gump, Strauss, Hauer & Feld, LLP, One Bryant Park, New York, NY 10036, Attn: Arik Preis, and that complies with all of the following requirements, as determined by the Sellers, shall constitute a “Qualified Bid” for the Solar Materials Business:

- (a) Assets: each Qualified Bid must state that the bidder offers to purchase all or a portion of the Solar Materials Business, with a specific indication of which Solar Materials Business are subject to the bid;
- (b) Purchase Price: each Qualified Bid must propose a purchase price that is a higher and/or better offer for the Solar Materials Business (as compared to the offer of the Stalking Horse Bidder), and must identify the consideration, cash or otherwise, to be provided in exchange for the Solar Materials Business;
- (c) Good Faith Deposit: each Qualified Bid must be accompanied by a good faith deposit in the form of a wire transfer (to a bank account specified by the Seller) or certified check payable to the order of the SunEdison, Inc. (or such party as the Sellers may determine) or such other form acceptable to the Sellers, in an amount no less than 10% of the purchase price of any such Qualified Bid. For the avoidance of doubt, this requirement shall apply to any party with a right to credit bid. The Stalking Horse Bidder shall not be required to submit any additional deposit, other than the deposit set forth in the Stalking Horse Agreement, in connection with the Stalking Horse Agreement;
- (d) Minimum Bid: each Qualified Bid must provide for a purchase price that is in an amount not less than the sum of:

- (i) the Purchase Price (as defined in the Stalking Horse Agreement), taking into account any contingencies, *plus*
- (ii) the Break-Up Fee (as defined in the Stalking Horse Agreement), in the amount of \$4,500,000 *plus*
- (iii) the Expense Reimbursement Amount (as defined in the Stalking Horse Agreement), in the amount of \$2,000,000 *plus*
- (iv) \$150,000;

provided, however, that a Qualified Bid may be for a lesser amount if only for a portion of the Solar Materials Business; provided further, however, that a Qualified Bid must provide at least enough cash to satisfy the Break-Up Fee and the Expense Reimbursement Amount in full, and any purchase price not to be paid entirely in cash at the closing may be discounted in the Sellers' discretion;

- (e) Irrevocable (Qualified Bids): each Qualified Bid must state that it is irrevocable until the conclusion of the Auction to the extent such bidder is not the Successful Bidder or the Backup Bidder (as defined below);
- (f) Irrevocable (Successful Bid and Backup Bid): each Qualified Bid must state that in the event the relevant bidder is chosen as the Successful Bidder (as defined below) or the Backup Bidder, it shall remain irrevocable until the earlier of (x) the consummation of a sale with a Successful Bidder and (y) ninety-one (91) days after the Sale Hearing;
- (g) Regulatory and Third-Party Approvals: each Qualified Bid shall set forth each regulatory and third-party approval required for the bidder to consummate the transaction and provide evidence satisfactory to the Sellers that each such approval can be obtained on a timeframe acceptable to the Sellers;
- (h) Corporate Approvals: each Qualified Bid shall include evidence satisfactory to the Sellers of authorization and approval from the bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery, and closing of the Purchase Agreement (as defined below), financing agreements and any other ancillary documents or agreements;
- (i) Purchase Agreement: each Qualified Bid shall include (a) a duly authorized and executed purchase and sale agreement (a "Purchase Agreement") on substantially the terms of, or on terms that are more favorable to the Sellers than those set forth in, the Stalking Horse Agreement, which Purchase Agreement shall specify the amount of cash or other consideration offered by the bidder for the Solar Materials Business, include all exhibits and schedules, and be signed by an authorized representative of such bidder, and (b) a proposed sale order. The Purchase Agreement, together with its exhibits and schedules, and the proposed

sale order shall be marked to show the required amendments and modifications to the Stalking Horse Agreement and sale order;

- (j) Designation of Assumed Liabilities: each Qualified Bid shall identify all liabilities which the bidder proposes to assume;
- (k) Due Diligence: each Qualified Bid shall include an acknowledgement and representation that the bidder has had an opportunity to conduct any and all required due diligence regarding the Solar Materials Business prior to making its offer and shall not be subject to satisfaction of a due diligence condition;
- (l) Fees: except for the Stalking Horse Bid, no Qualified Bid may request any expense reimbursement, break-up fee, “topping,” termination, contribution, or other similar fee or payment;
- (m) Proof of Financial Ability to Perform: each Qualified Bid shall contain sufficient and adequate financial and other information to demonstrate, to the satisfaction of the Sellers, that the relevant bidder has the financial wherewithal and ability to consummate a Sale Transaction;
- (n) Consent to Jurisdiction: each Qualified Bid shall state that the relevant bidder consents to the core jurisdiction of the Bankruptcy Court to enter an order or orders, which shall be binding in all respects, in any way related to the Sellers and their assets, and have waived any right to a jury trial in connection with any disputes relating to the Sellers, the Chapter 11 Cases, the Bidding Procedures, the Stalking Horse Agreement, the Auction, or the construction and enforcement of the Stalking Horse Agreement, the Purchase Agreement or any documents related thereto;
- (o) No Collusion: each Qualified Bid shall confirm that the relevant bidder has not engaged in any collusion with respect to the bidding, the Auction or the Sale Transaction; and
- (p) Other Information: each Qualified Bid shall contain such other information as the Sellers deem appropriate.

By submitting a bid, a bidder (other than the Stalking Horse Bidder) shall be deemed to waive the right to assert or seek payment of any “break-up” fee, expense reimbursement, or other post-filing claim, including administrative expense claims, and to the extent otherwise applicable, a substantial contribution claim under section 503 of the Bankruptcy Code, with respect to its bid or the marketing or auction process. The Stalking Horse Bidder, in its capacity as such, shall be deemed to waive the right to assert or seek payment of any post-filing claim, including administrative expense claims, and to the extent otherwise applicable, a substantial contribution claim under section 503 of the Bankruptcy Code, with respect to the Stalking Horse Agreement or the marketing or auction process, other than claims for the Break-Up Fee and the Expense Reimbursement Amount.

Each bidder who submits a Qualified Bid shall be a “Qualified Bidder.” The Stalking Horse Bidder is deemed a Qualified Bidder and the Stalking Horse Agreement is deemed a Qualified Bid for all purposes in connection with the bidding process, the Auction, and the Sale Transaction. Subject to the terms and conditions set forth herein, the Sellers, in their sole and absolute discretion in consultation with the respective representatives and advisors for the DIP Agent, Tranche B Lenders, and the Committee, shall make a determination regarding whether a bid is a Qualified Bid and whether any of the above-listed requirements may be waived and notify all bidders before the Auction whether their bids have been determined to be Qualified Bids. Notwithstanding the foregoing, the Stalking Horse Bidder is deemed a Qualified Bidder and the Stalking Horse Agreement is deemed a Qualified Bid for all purposes in connection with the bidding process, the Auction, and the Sale Transaction.

3. Modifications of Qualified Bids Prior to Auction

Between the date that the Sellers notify a bidder that it is a Qualified Bidder and the Auction, the Sellers may discuss, negotiate, or seek clarification of any Qualified Bid from a Qualified Bidder. Without the written consent of the Sellers, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase the consideration contemplated by, or otherwise improve the terms of, the Qualified Bid, during the period of time such Qualified Bid remains binding as specified herein; provided that any Qualified Bid may be improved at the Auction as set forth herein.

4. Auction Baseline Bid; No Qualified Bids

On or prior to 5:00 p.m. (prevailing Eastern Time) one (1) business day before the Auction, the Sellers shall provide each Qualified Bidder, including the Stalking Horse Bidder, the respective representatives and advisors for the DIP Agent, Tranche B Lenders, and the Committee, with notice of the terms of the highest or otherwise best Qualified Bid or Qualified Bids received (such highest or otherwise best Qualified Bid, the “Auction Baseline Bid”).

If the Sellers do not receive any Qualified Bids other than the Stalking Horse Bid by the Bid Deadline, the Sellers will not hold an Auction, and the Stalking Horse Bidder will be named the Successful Bidder (as defined below) for the Solar Materials Business. The Sellers shall promptly submit the Stalking Horse Bid to the Bankruptcy Court for approval at the Sale Hearing.

Auction

If the Sellers determine that they have received one (1) or more Qualified Bids (in addition to the Stalking Horse Bidder’s bid), the Sellers are authorized to conduct an Auction. Other than as expressly set forth herein, the Sellers may conduct an Auction in the manner they determine will result in the highest or otherwise best offer for the Solar Materials Business. If the Auction is held, it shall take place on **October 18, 2016 at 10:00 a.m. (prevailing Eastern Time)** (the “Auction Date”) at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, NY 10036, or on such other date or at such other location as shall be timely communicated to all parties entitled to attend the Auction.

Auction Process

1. Auction Procedures

The Auction shall be conducted in accordance with the following procedures:

- (a) Participation: only the Debtors, Qualified Bidder(s), the DIP Agent, the DIP Lenders, and the Committee, along with their respective representatives and advisors, may attend the Auction. The bidding shall commence and proceed as solely determined by the Sellers. Only Qualified Bidders will be entitled to make bids at the Auction;
- (b) Bidding Increments: bidding at the Auction will begin with the Auction Baseline Bid and continue in bidding increments (each a "Subsequent Bid") providing a net value to the estate (after taking into consideration any required payment of the Break-Up Fee and Expense Reimbursement Amount to the Stalking Horse Bidder) of at least an additional \$150,000 above the prior bid. After the first round of bidding and between each subsequent round of bidding, the Sellers shall announce the bid that they believe, in consultation with the respective representatives and advisors for the DIP Agent, Tranche B Lenders, and the Committee, to be the highest or otherwise better offer (the "Leading Bid");
- (c) In-Person Bidding: the Qualified Bidder(s) shall appear in person at the Auction, through a duly authorized representative, or as otherwise agreed by the Seller;
- (d) No Collusion: each Qualified Bidder shall be required to represent that it has not been engaged in any collusion with respect to the bidding or the sale;
- (e) Auction Record: the Auction will be transcribed or video recorded to ensure an accurate recording of the bidding at the Auction;
- (f) Aggregation of Bids: the Sellers shall have the ability to decide, at any point (upon consultation with the respective representatives and advisors for the DIP Agent, the Tranche B Lenders, and the Committee), that bids may be aggregated, joined, disjoined, or otherwise separated;
- (g) Assets Sold: with the consent of the Stalking Horse Bidder, the Sellers shall have the ability to decide, at any point, that they are not selling any or all of the Solar Materials Business, or that they are removing certain assets from the Auction, and only selling others; and
- (h) Conclusion of Auction: the Auction shall continue until the Sellers determine that a bid is the Successful Bid (as defined below).

2. Selection of Successful Bid

The Sellers will review and evaluate each Qualified Bid and determine, after consultation with the respective representatives and advisors for the DIP Agent, Tranche B Lenders and the Committee, which offer is the highest or otherwise best offer from among the Qualified Bids submitted at the auction (such bid, the "Successful Bid," and the Qualified Bidder submitting such Successful Bid, the "Successful Bidder"), which shall be subject to Bankruptcy Court approval. In selecting the Successful Bid, the Sellers may consider all factors, including the amount of the purchase price, the form and total amount of consideration being offered, the likelihood of each Qualified Bidder's ability to close a transaction and the timing thereof, the form and substance of the purchase agreement requested by each Qualified Bidder, and the net benefit to the Debtors' estates.

Promptly and no later than one (1) business day following the Sellers' selection of the Successful Bid and the conclusion of the Auction (if held), the Sellers shall announce the Successful Bid and Successful Bidder and shall file (but not serve) with the Bankruptcy Court and post on the Debtors' noticing agent's website <https://cases.primeclerk.com/sunedison> notice of the Successful Bid, the Successful Bidder and the Purchase Agreement(s) relevant thereto.

3. Backup Bidder

Notwithstanding anything in the Bidding Procedures to the contrary, if an Auction is conducted, the Qualified Bidder, or Qualified Bidders if such bidders are submitting bids for portions of the Solar Materials Business, with the next highest or otherwise best bid at the Auction, as determined by the Sellers, after consultation with the respective representatives and advisors for the DIP Agent, the Tranche B Lenders and the Committee, will be designated as the backup bidder (the "Backup Bidder"). For the avoidance of doubt, (a) in the event that the Stalking Horse Bidder is not the winning bidder at the Auction and (b) the Stalking Horse Bidder submits the second highest or second best bid at the Auction, the Stalking Horse Bidder shall have the right but not the obligation to be the Backup Bidder. Subject to the other terms and conditions of these Bidding Procedures, the Backup Bidder shall be required to keep its bid (the "Backup Bid") open and irrevocable until the earlier of (x) the consummation of a sale with a Successful Bidder and (y) ninety-one (91) days after the Sale Hearing; provided, however, that if the Stalking Horse Bidder is the Backup Bidder its Backup Bid shall be on the terms set forth in the Stalking Horse Agreement. Notwithstanding anything to the contrary herein, the Stalking Horse Bidder shall have the right to determine in its sole discretion whether it will serve as the Backup Bidder and on what terms, if any. If the Stalking Horse Bidder does not serve as the Backup Bidder, the Debtors, in consultation with the respective representatives and advisors for the DIP Agent, Tranche B Lenders and the Committee, shall have the right to select the next highest or otherwise best bidder after the Successful Bidder at the Auction (other than the Stalking Horse Bidder) as the Backup Bidder.

Following the Sale Hearing, if the Successful Bidder fails to consummate an approved Sale Transaction following the Sale Hearing because of a breach on the part of such Successful Bidder (which allows Sellers to terminate, and which results in a termination of such Sale Transaction), the Backup Bidder will be deemed to be the new Successful Bidder, and the Sellers will be authorized, but not required, to consummate a Sale Transaction with the Backup Bidder without further order of the Bankruptcy Court. In such case, the defaulting Successful Bidder's

deposit, if any, shall be forfeited to the Debtors' estates, and the Debtors specifically, reserve the right to seek all available damages from the defaulting Successful Bidder.

Sale Hearing

The Successful Bid will be subject to approval by the Bankruptcy Court. The Sale Hearing to approve the sale of the Solar Materials Business to the Successful Bidder is scheduled to take place on **October 20, 2016 at 10:00 a.m. (prevailing Eastern Time)** before the Honorable Stuart M. Bernstein, at the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004, or at such times thereafter as counsel may be heard. The Sale Hearing may be adjourned from time to time by the Debtors without further notice to any other party in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing or a notice filed with the Bankruptcy Court.

Return of Good Faith Deposits

Except for the Backup Bidder, all deposits shall be returned to each bidder not selected by the Sellers as the Successful Bidder no later than five (5) business days following the conclusion of the Auction. The deposit of a Backup Bidder shall be held by the Sellers until the earliest of two (2) business days after (a) ninety-one (91) days after the date of the Sale Hearing; and (b) the closing of the Successful Bid with the Successful Bidder provided, however, that if the Stalking Horse Bidder is the Backup Bidder, the Stalking Horse Bidder's deposit shall be held by the Sellers until the earliest of (a) the closing of the Successful Bid with the Successful Bidder and (b) 91 days after execution of the Stalking Horse Agreement.

No Amendment or Waiver

Notwithstanding anything in these Bidding Procedures to the contrary, nothing in these Bidding Procedures shall, or shall be deemed to, amend, modify, or waive any term or condition of the Stalking Horse Agreement or limit, alter, or impair the ability of the Stalking Horse Bidder to terminate the Stalking Horse Agreement in accordance with the terms and conditions thereof.

Reservation of Rights

Subject to the Bidding Procedures Order, the Debtors reserve their rights, as they may determine to be in their best interests and in the exercise of their fiduciary obligations, to: (a) after consultation with the Stalking Horse Bidder, the respective representatives and advisors for the DIP Agent, the Tranche B Lenders and the Committee, modify the Bidding Procedures or impose, at or prior to the Auction, different and/or additional terms and conditions or procedural rules on the sale of the Solar Materials Business, provided, however, that no such modification may be made, or term, condition or procedural rule may be imposed if it would materially change these Bidding Procedures; (b) determine which bidders are Qualified Bidders; (c) determine which bids qualify as Qualified Bids; (d) determine whether to enter into or accept a Qualified Bid or Subsequent Bid; (e) determine which Qualified Bid is the highest or otherwise best proposal and which is the next highest or otherwise best proposal; (f) reject any bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bidding Procedures or the requirements of the Bankruptcy Code, or (iii) contrary to the best interests of the Sellers; (g) waive terms and conditions set forth herein with respect to all potential bidders; and (h)

extend the deadlines set forth herein; provided, however, that (i) nothing in these Bidding Procedures shall, or shall be construed to, in any way amend, impair, alter or otherwise modify the terms of the Stalking Horse Agreement or the Stalking Horse Bidder's rights thereunder; and (ii) without the prior written consent of the Stalking Horse Bidder, the Debtors shall not modify, or waive compliance (or accept non-compliance) with, any of the following: (A) subsections (b), (c), (d) or (i) of the Qualified Bid requirements specified herein; (B) subsections (b) or (g) of the Auction Procedures specified herein; (C) the designation of the Stalking Horse Bidder as a Qualified Bidder and its right to participate at the Auction; (D) the right of the Stalking Horse Bidder to determine in its sole discretion whether it will serve as the Backup Bidder and on what terms; or (E) this clause (ii) or the immediately preceding clause (i).

Consent to Jurisdiction

The Stalking Horse Bidder, all Qualified Bidders, and all bidders at the Auction shall be deemed to have consented to the core jurisdiction of the Bankruptcy Court to enter an order or orders, which shall be binding in all respects, in any way related to the Debtors or their assets, and have waived any right to a jury trial in connection with any disputes relating to the Debtors, the Chapter 11 Cases, the Bidding Procedures, the Stalking Horse Agreement, the Auction, or the construction and enforcement of the Stalking Horse Agreement or any Purchase Agreement or any documents related thereto.