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**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

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); SunE Minnesota Holdings, LLC (8926); Terraform Private Holdings, LLC (5993); Hudson Energy Solar Corporation (3557); SunE REIT-D PR, LLC (5519); SunEdison Products, LLC (4445); SunEdison International Construction, LLC (9605); Vaughn Wind, LLC (4825); Maine Wind Holdings, LLC (1344); First Wind Energy, LLC (2171); First Wind Holdings, LLC (6257); and EchoFirst Finance Co., LLC (1607). The address of the Debtors’ corporate headquarters is 13736 Riverport Dr., Maryland Heights, Missouri 63043.

DEBTOR’S OMNIBUS REPLY IN SUPPORT OF DEBTORS’ MOTION FOR ENTRY OF AN ORDER (A) APPROVING THE ADEQUACY OF THE DEBTORS’ DISCLOSURE STATEMENT; (B) APPROVING SOLICITATION AND NOTICE PROCEDURES WITH RESPECT TO CONFIRMATION OF THE DEBTORS’ JOINT PROPOSED PLAN; (C) APPROVING THE FORM OF VARIOUS BALLOTS AND NOTICES IN CONNECTION THEREWITH; AND (D) SCHEDULING CERTAIN DATES WITH RESPECT THERETO

SunEdison, Inc. and certain of its affiliates, the debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”), hereby submit this reply (the “Reply”) in support of the Motion² and in opposition to the objections thereto (the “Objections”), and respectfully state as follows:

PRELIMINARY STATEMENT

1. As discussed at yesterday’s status conference, over the last few weeks, the Debtors, the Tranche B Lenders/Steering Committee, the Second Lien Defendants, BOKF, N.A., and the Official Committee of Unsecured Creditors (the “Committee”) engaged in mediation led by Chief Judge Cecilia G. Morris in an effort to resolve the several outstanding issues between the parties.³ The mediation has borne fruit: the Debtors now present a disclosure statement (the “Disclosure Statement”) for a largely consensual plan of reorganization (the “Plan”) supported by the Debtors’ secured lenders and the Committee (and to which Bank of Oklahoma, N.A. will not object) for the Court’s approval. The Debtors are modifying the proposed Plan and Disclosure Statement to reflect the settlement’s terms, and will file amended versions of such

² Debtors’ Motion For Entry Of An Order (A) Approving The Adequacy Of The Debtors’ Disclosure Statement; (B) Approving Solicitation And Notice Procedures With Respect To Confirmation Of The Debtors’ Joint Proposed Plan; (C) Approving The Form Of Various Ballots And Notices In Connection Therewith; And (D) Scheduling Certain Dates With Respect Thereto [Docket No. 2722] (the “Motion”). Capitalized terms used, but not defined, herein have the meanings ascribed to them in the Motion.

³ See Order Assigning Matter to Mediation [Docket No. 2795].

documents as soon as possible.⁴ The Plan and Disclosure Statement embody a comprehensive settlement of the outstanding issues at the center of the mediation, the salient terms of which were announced on the record at yesterday's status conference.

2. As a result of the successful mediation, the Debtors now seek authority to commence solicitation of votes on their proposed Plan which, pursuant to, and in accordance with the terms of the mediated settlement, will be supported by the Committee and the Tranche B Lenders/Steering Group.⁵

3. Before achieving the settlement with their key creditors,⁶ the Debtors received 10 formal objections to the Disclosure Statement from parties other than alleged equity holders. The Debtors have been in contact with nearly all of these objectors and believe that, with language additions and clarifications to the Disclosure Statement, these objections have been or will be resolved. With these changes, the Debtors submit that the information that will be provided in the Disclosure Statement is more than sufficient to meet section 1125(a)'s adequate information standard. The Court should thus approve the Disclosure Statement and allow the Debtors to move forward with solicitation of votes.

4. In addition to the objections just discussed, more than 160 letters were submitted to the Court from alleged SunEdison equity holders objecting to the Disclosure

⁴ As mentioned at yesterday's section 105(d) status conference, the Debtors have filed this reply to update the Court regarding their progress in resolving adequate information disclosure statement objections. The Debtors intend to file an updated Disclosure Statement and Plan to incorporate the terms of the settlement between Tranche B Lenders/Steering Committee and the Committee. When they do so, the Disclosure Statement and Plan, as applicable, will also include outstanding items such as creditor recovery percentages, a liquidation analysis, and financial projections, which will resolve a number disclosure related issues raised by certain objectors.

⁵ Pursuant to the terms of the settlement, BOKF N.A. will not object to, among other things, the Plan.

⁶ The Debtors have extended the objection deadline of the arranger to the Pre-Petition Second Lien Loan until close of business on May 18, 2017 in an attempt to resolve certain language issues consensually.

Statement. While the Debtors are sympathetic to the financial hardship suffered by equity holders and have addressed a number of their concerns by adding information to the Disclosure Statement, the gravamen of their complaints – that there should be value available for distribution to equity holders – must be rejected. As the record in these cases indisputably shows, the Debtors have worked diligently to maximize the estates’ value, but there is simply not nearly enough value to enable the Debtors to make distributions to equity holders. While the mediated settlement delivers meaningful value to creditors, the amount of their unpaid claims, secured and unsecured, will run into the billions of dollars, all of which would have to be paid in full before equity could receive anything.⁷ That is an insurmountable hurdle. Thus, while equity holders may be heard at the confirmation hearing, there is no reason to hold up transmittal of the Debtors’ Disclosure Statement to classes entitled to vote on the Plan which, unfortunately, do not include equity holders.

SUMMARY OF OBJECTIONS

5. The Debtors have attempted to resolve all objections framed as disclosure inadequacies by working with the objecting parties to add language to the Disclosure Statement and fill in Plan terms as such objections are resolved. The summary chart, attached hereto as Exhibit A, reflects the Debtor’s proposed resolutions with, or responses to, objecting parties. As indicated in the chart, the Debtors have made progress in having proposed a number of

⁷ The Court previously has held that the evidence shows that SunEdison, Inc. appears to be “hopelessly insolvent.” In re SunEdison, Inc., 556 B.R. 94, 103 (Bankr. S.D.N.Y. 2016). And the Court recently reaffirmed that “[n]o facts have come to light to change that conclusion. In fact, the proceedings to date suggest that the unsecured creditors are fighting for more than what they consider a pittance under the plan, and until they are paid in full (which seems unlikely), the shareholders have no right to receive a distribution.” Memorandum Endorsement and Order, May 12, 2017 [Docket No. 3047].

resolutions to many objections.⁸ To the extent other objections remain outstanding, the Debtors intend to continue to work to resolve them prior to the Disclosure Statement hearing.

6. Certain parties also made “patent unconfirmability” objections, most of which focused on the definition of “Releasing Parties.” The Debtors have modified that definition to make clear that any Plan releases are consensual, and do not apply to holders of Interests. As a result, the Debtors believe these objections have been resolved.

7. The Debtors also received many objections from shareholders whose votes are not being solicited. Nonetheless, the Debtors have tried to engage with counsel to an alleged, self-proclaimed “Ad Hoc Shareholder Committee” to incorporate as much disclosure as possible in order to address their concerns.⁹ To the extent that any shareholder objections remain outstanding, they should be overruled for lack of standing, given that their vote is not being solicited.

8. Therefore, for the reasons explained herein, the objections, to the extent they remain pending, should be overruled.

REPLY

A. The Disclosure Statement Contains Adequate Information.

9. Each of the objectors to the Disclosure Statement argued that adequate information has not been provided. The Debtors believe most of these concerns have been addressed in the revisions to the Disclosure Statement reflected in the attached summary chart.

⁸ The Debtors will provide the Court an updated chart prior to the hearing with an update as to these resolutions.

⁹ The Debtors have been in touch with counsel to this alleged group of shareholders who filed an objection to the Disclosure Statement to discuss proposed changes to address their concerns. However, this group has not filed the information required by Bankruptcy Rule 2019, which is sufficient reason to reject its objection. *See* Bankruptcy Rule 2019(e)(2).

10. Adequate information is “information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor . . . that would enable a hypothetical investor typical of holders of claims or interests of the relevant class to make an informed judgment about the plan.” 11 U.S.C. § 1125(a)(1). Courts have broad discretion in determining whether a disclosure statement contains adequate information, employing a flexible approach based on the unique facts and circumstances of each case. See Abel v. Shugrue (In re Ionosphere Clubs, Inc.), 179 B.R. 24, 29 (S.D.N.Y. 1995). Factors relevant to the adequacy of disclosure include the need to avoid excessive cost and delay. See H.R. Rep. No. 95-595, 1st Sess. at 408-409 (1977); Kirk v. Texaco, Inc., 82 B.R. 678, 682 (S.D.N.Y. 1988).

11. The Disclosure Statement provides a comprehensive explanation of the Debtors’ corporate history, the lead up to the filing of these chapter 11 cases, the Debtors’ capital structure, major post-petition asset sales, relevant litigation and the Debtors’ business plan, as well as a summary of the terms of the Plan and the treatment of creditors thereunder. In addition, the Disclosure Statement is being amended to include the terms of the settlement reached at the conclusion of mediation and announced on the record at the status conference on Tuesday, May 16. It is anticipated that the revised version of the Plan and Disclosure Statement will be filed prior to the tentative June 1, 2017 continued hearing date on the Disclosure Statement.

12. After initially filing the Disclosure Statement, the Debtors worked closely with the objectors to incorporate their disclosure-related comments. In fact, the Debtors accepted a large number of comments from numerous parties in interests, including shareholders.

See Exhibit A.¹⁰ As a result, most of the objections have been resolved, and those that remain are without merit.¹¹

B. The Shareholder Objectors Lack Standing.

13. Shareholders of SunEdison, Inc., whose votes are not being solicited in favor of the Plan, have no standing to object to the adequacy of the Disclosure Statement that is only being provided to other parties. Indeed, section 1125(b) of the Bankruptcy Code makes clear that the Debtors' only responsibility is to transmit the Disclosure Statement to holders of claims or interests whose votes are being solicited. For this reason, courts routinely reject disclosure statement objections by parties whose votes are not being solicited and are not receiving copies of the Disclosure Statement.¹² There is no reason to depart from that standard in this case.

¹⁰ The Debtors received comments from, and engaged with, a number of parties informally. Such resolutions are not reflected in the Summary Chart, but will be included in the revised Disclosure Statement and Plan.

¹¹ Certain objections were received from surety providers and insurance companies related to the Debtors' assumption of their contracts. Since such matters are properly considered at plan confirmation, the Debtors will continue to engage with these insurance companies and surety providers as the confirmation hearing approaches.

¹² See, e.g., In re Century Glove, Inc., No. CIV. A. 90-400-SLR, 1993 WL 239489, at *2 (D. Del. Feb. 10, 1993) (creditors only have standing to object to disclosure statement as it impacts their own class); In re Scioto Valley Mortg. Co., 88 B.R. 168, 171 (Bankr. S.D. Ohio 1988) (same); In re Snyder, 56 B.R. 1007, 1010-11 (N.D. Ind. 1986) (creditors should "have no concern over the adequacy of a statement that does not apply to them"; concluding that party lacked standing to object to approval of "disclosure statement on the grounds that the statement inadequately informs classes of creditors of which [the objecting party] is not a part"); In re Middle Plantation of Williamsburg, Inc., 47 B.R. 884, 891 (E.D. Va. 1984); In re Adana Mortg. Bankers, Inc., 14 B.R. 29, 30 (Bankr. N.D. Ga. 1981).

CONCLUSION

For the reasons set forth above and in the Motion, the Debtors respectfully request that the objections to the Motion be overruled and the Court grant the relief requested in the Motion.

Dated: New York, New York
May 17, 2017

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EXHIBIT A

In re SunEdison, Inc., et al., Case No. 16-1992 (SMB)

Summary of DS and Plan Objections

#	Objector and Docket No.	Nature of Objector	Objection / Additional Language Requested	Response and Objection Status ¹
1.	XL Specialty Insurance Company (Docket No. 3024)	Surety	<p>Confirmation Issue: Objection to the Plan and Disclosure Statement to the extent that they:</p> <ul style="list-style-type: none"> a) provide for the non-consensual release of claims against non-debtor third parties. b) purport to dispose of XL's subrogation, indemnity rights, or recoupment rights. c) impair 502(j) rights. d) abrogate any rights under the notice of rejection previously filed by the Debtors. 	<p>(a) Amended definition of Releasing Parties to clarify that releases are consensual:</p> <p>“Releasing Parties” means, collectively, in each case, in their respective capacities as such, (a) the <u>Original</u> DIP Lenders, (b) the <u>Original</u> DIP Agent, (c) <u>the Replacement DIP Lenders</u>, (d) <u>the Replacement DIP Agent</u>, (e) the Holders of Convertible Senior Notes Claims who vote to accept the Plan, (f) the Holders of Second Lien Senior Notes Claims who vote to accept the Plan, (g) the Holders of Second Lien Loan Claims who vote to accept the Plan, (h) the Creditors' Committee and each of its members, (i) the Indenture Trustees, (j) the Second Lien Administrative Agent, (k) to the fullest extent permitted by law, all Holders of Claims entitled to vote for or against the Plan that do not vote to reject the Plan, (j) all Holders of Claims and Interests to the maximum extent permitted by law, and (l) with respect to each of the foregoing clauses (a) through (k), to the fullest extent permitted by law, such Person's current and former affiliates, subsidiaries, managed accounts or funds, officers, directors, partners, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, and officers, directors, partners, principals, employees and agents thereof, in each case in their capacity as such. For the avoidance of doubt, none of the Second Lien Creditors shall provide a release under this Plan or otherwise to any current or potential defendant in <u>(which includes the arrangers, agents, and underwriters of the Second Lien Loans and the Second Lien Senior Notes, and any of the Debtors' current and former principals, employees, agents, [Affiliates], financial advisors, attorneys, accountants, investment bankers, consultants, representatives and</u></p>

¹ Redlined language shows changes against version of Plan and/or Disclosure Statement filed on March 28, 2017. As the Plan and Disclosure Statement continue to be revised to incorporate the terms of the settlement with the Committee, the Debtors have not yet filed a revised Disclosure Statement. When such document is filed, the referenced changes will be incorporated therein.

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				<p>other professionals) to the Second Lien Litigation. For the avoidance of doubt, in the event an Entity who is a Releasing Party also holds a Claim or Interest in a non-voting Class under the Plan, such entity will not be a Releasing Party with respect to its Claim or Interest in the non- voting Class.</p> <p>(b)</p> <p>Proposed the following language to address subrogation, indemnity, and recoupment rights:</p> <p>Notwithstanding anything in the Plan to the contrary, nothing in the Plan shall discharge, release, impair or otherwise diminish any Sureties' valid rights to (1) subrogation under the applicable surety bond or indenture agreement or under applicable law, (2) setoff or recoupment to the extent permitted under applicable law. To the extent that a Surety pays or has paid, in part or in full, a Claim against any of the Debtors pursuant to a valid subrogation right, such Claim shall not be reduced by any amount paid by such Surety and such Surety's subrogation rights shall remain.</p> <p>(c)</p> <p>Proposed the following language to address 502(j) objection:</p> <p>Notwithstanding anything in the Plan to the contrary, including Section 11.14 of the Plan, to the extent the Bankruptcy Court disallows a Claim for reimbursement or contribution, all rights of a Surety under section 502(j) of the Bankruptcy Code are preserved.</p> <p>(d)</p> <p>Proposed the following language to address abrogation of rights derived from Notice of Rejection:</p>

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				Notwithstanding any provision of the Disclosure Statement, the Plan, the Confirmation Order, the Plan Supplement, or any other related documents (the "Plan Documents") to the contrary, any and all rights delineated for XL contained in that certain Notice of Rejection [Docket No. 1457] shall not be abrogated in any manner by the Plan Documents.
2.	Westchester Fire Insurance Company (Docket No. 3028)	Surety	<u>Adequate Information & Confirmation Objection Regarding Contract:</u> Disclosure Statement does not provide adequate information as to the status of the Milford Wind Project and the Debtors' intentions with regard to the Indemnity Agreement between SUNE and objector.	Debtors have discussed Westchester's objection with counsel and will continue to pursue a consensual resolution prior to Confirmation. The Milford Wind Project is a non-debtor asset. To the extent that the Indemnity Agreement referenced in the Objection is an executory contract, the objecting party will be informed of the Debtors' intent to assume or reject such agreement when the Debtors' file their Plan Supplement with respect to assumed executory contracts.
3.	Chubb Companies (Docket No. 3107)	Insurance Company	<p>1. <u>Adequate Information</u></p> <p>a) The Debtors' insurance obligations must be assumed in toto, and the Debtors cannot obtain benefits therefrom without doing so.</p> <p>b) The Plan is silent on Debtors' obligations under workers compensation programs and treatment of claimants with direct right against insurer.</p> <p>2. <u>Confirmation Objection</u></p> <p>a) The Debtors cannot alter the terms of conditions of insurance policies through the terms of the Plan.</p> <p>b) The Debtors cannot require insurance to provide benefits to a non-party to such contract.</p> <p>c) Plan should provide that release provisions do not affect the insurance</p>	<p>Agreed to add Chubb's proposed language to the Plan, subject to certain agreed changes and subject to the Debtors' further review/analysis of all Chubb Insurance Contracts requested to be assumed (Plan §§ 1.34, 1.35, 8.4, 10.11).</p> <p>Assumption of insurance policies, if assumable, is a confirmation issue.</p> <p>The following proposed changes are subject to review by parties in interest:</p> <p><u>"Chubb Companies" shall mean ACE American Insurance Company, Westchester Fire Insurance Company, Illinois Union Insurance Company, ACE Property and Casualty Insurance Company, Indemnity Insurance Company of North America, Westchester Surplus Lines Insurance Company, Federal Insurance Company, Executive Risk Specialty Insurance Company, Executive Risk Indemnity, Inc., ESIS, Inc. and each of their respective affiliates. For the avoidance of doubt, the Chubb Companies are</u></p>

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			<p>programs or collateral.</p>	<p><u>“insurers” as that term is used herein.</u></p> <p><u>“Chubb Insurance Contracts” means [all insurance policies that have been issued by any of the Chubb Companies that provide coverage to any of the Debtors (or any of their predecessors), and all agreements, documents or instruments relating thereto. For the avoidance of doubt, (i) Policy Number DON G23652389009 issued by ACE American Insurance Company, which comprises a portion of the D&O Insurance, is one of the Chubb Insurance Contracts, and (ii) the Chubb Insurance Contracts are “Insurance Contracts,” as that term is used herein.]</u></p> <p style="text-align: center;">8.4 Insurance Policies.</p> <p>(a) Notwithstanding anything to the contrary in the Disclosure Statement, the Plan<u>Disclosure Statement Order</u>, the Plan, <u>the Plan Transaction Documents</u>, the Plan Supplement, <u>the Confirmation Order, any prepetition or administrative claim bar date order (or notice) or claim objection order, including, without limitation, the Bar Date Orders and the Administrative Claims Bar Date</u>, any other document related to any of the foregoing, or any other order of the Bankruptcy Court (including, without limitation, any other provision that <u>confers jurisdiction or</u> purports to be preemptory or supervening or grants an injunction or release, including, but not limited to, the injunctions set forth in <u>Article 11.9</u> of the Plan): (a) on the Effective Date, the Reorganized Debtors shall reject all insurance policies except for the <u>Chubb Insurance Contracts, the D&O Insurance, the EPL Policy, and those specific insurance policies (and all agreements related thereto) that are set forth in the Plan Supplement, which will</u> shall <u>be assumed in their entirety pursuant to sections 105 and 365 of the Bankruptcy Code as such insurance policies and such agreements related thereto may be amended or modified (such assumed insurance policies and related agreements, collectively, the “Insurance Contracts”);</u> (b) other than as expressly set forth in this Section 8.4, nothing in the Disclosure Statement, the Plan, the Plan Documents, the Plan</p>

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				<p>Supplement or the Confirmation Order; <u>ii) nothing</u> alters, modifies or otherwise amends the terms and conditions of (or the coverage provided by) any of the Insurance Contracts; <u>(including any and all letters of credit and other collateral and security provided, however that in relation thereto) and all debts, obligations, and liabilities of the Debtors or (and, after the Effective Date, of the Reorganized Debtors;</u> as applicable, shall retain the right to challenge any amounts owed under the Insurance Contracts in accordance with their terms, and the rights and obligations of the parties under the Insurance Contracts, whether or not such Insurance Contracts are executory or were in effect before or after the Petition Date, shall remain fully enforceable by the parties after the Effective Date of this Plan; (c) nothing in the Disclosure Statement, the Plan, the Plan Documents, Plan Supplement, the Confirmation Order, any prepetition or administrative claim bar date order (or notice) or claim objection order) <u>thereunder, whether arising before or after the Effective Date, shall survive and shall not be amended, modified, waived, released, discharged or impaired in any respect; (iii) nothing shall alter, modify, amend, affect, impair or prejudice the legal, equitable or contractual rights, obligations, and defenses of the insurers, the Debtors (or, after the Effective Date, the Reorganized Debtors), or any other individual or entity, as applicable, under any Insurance Contracts (including, but not limited to, (A) any agreement to arbitrate disputes, (B) any provisions regarding the provision, maintenance, use, nature and priority of collateral/security, and (C) any provisions regarding the payment of amounts within any deductible by the insurers and the obligation of the Debtors (or, after the Effective Date, the Reorganized Debtors) to pay or reimburse the applicable insurer therefor and any such rights and obligations shall be determined under the Insurance Contracts and applicable non-bankruptcy law as if the Chapter 11 Cases had not occurred; (iv) nothing</u> alters or modifies the duty, if any, that the insurers and/or third party administrators have to pay claims covered by the Insurance Contracts and their right to seek payment or reimbursement from the Debtors (or after the Effective Date, the Reorganized Debtors) <u>or draw on any collateral or security therefor</u></p>

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				<p>in accordance with the terms of the Insurance Contracts; and (d) the automatic stay of Bankruptcy Code section 362(a) and the injunctions set forth in <u>Article 11.9</u> of the Plan, if and to the extent applicable, shall be deemed lifted without further order of the Bankruptcy Court, solely to permit: (A) claimants with valid claims covered by any of the Insurance Contracts — <u>including, but not limited to, valid workers’ compensations claims or direct action claims against an insurer under applicable non-bankruptcy law (the “Insured Claims”)</u> to proceed with their claims; (B) insurers and/or third party administrators to administer, handle, defend, settle, and/or pay, in the ordinary course of business and subject to the terms of the Insurance Contracts, without further order of the Bankruptcy Court, (i) all Insured Claims, and (ii) all costs in relation to each of the foregoing; and <u>(C) insurers to draw against any or all of the collateral or security provided by or on behalf of the Debtors (or the Reorganized Debtors, as applicable) at any time and to hold the proceeds thereof as security for the obligations of the Debtors (and the Reorganized Debtors, as applicable) and/or apply such proceeds to the obligations of the Debtors (and the Reorganized Debtors, as applicable) under the applicable Insurance Contracts, in such order as the applicable insurer may determine; and (D) the insurers and/or third party administrators to (i) cancel any policies under the Insurance Contracts, and (ii) take other actions relating thereto, <u>in each case</u> to the extent permissible under applicable non-bankruptcy law, each in accordance with the terms of the Insurance Contracts. <u>For the avoidance of doubt, the Debtors or Reorganized Debtors, as applicable, shall retain the right, if any, to challenge any amounts owed under the Insurance Contracts in accordance with their terms.</u></u></p> <p>(b) The Debtors or the Reorganized Debtors, as the case may be, shall maintain D&O Insurance and the EPL Policy providing coverage for those insureds currently covered by such policies for the remaining term of such policy <u>policies</u> and shall maintain runoff policies or tail coverage under policies in existence <u>effect</u> as of the Effective Date for a period of six years after the Effective Date, to the fullest extent permitted by such provisions,</p>

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				<p>in each case insuring such parties in respect of any claims, demands, suits, Causes of Action, or proceedings against such insureds in at least the scope and amount as currently maintained by the Debtors; <u>provided, however, that nothing in the Plan or the Confirmation Order alters the terms and conditions of the D&O Insurance.</u></p> <p>(c) Notwithstanding anything to the contrary contained herein or in, <u>but subject to the terms and conditions of</u> the D&O Insurance, which policies <u>polices</u> shall be assumed pursuant to this Plan, the Existing Directors shall be deemed to be the independent directors of the Reorganized Debtors solely with respect to the D&O Insurance, including, but not limited to, with respect to the rights referred to in Endorsement 12 of ACE American Insurance Company’s ACE Advantage Management Protection Policy Number DON G23652389009 (the “<u>ACE Policy</u>”) and any other provision in the D&O Insurance that permits independent directors to direct an insurer to delay any payment of Loss (as defined in the ACE Policy) otherwise due and owing to or on behalf of the Company (as defined in the ACE Policy). Notwithstanding anything to the contrary herein or contained in any organizational or governance document of the Reorganized Debtors, the New Board shall have no rights to terminate, reduce or otherwise impair the D&O Insurance or the EPL Policy and any of the rights of the Existing Directors thereunder that existed immediately before the Effective Date, including, but not limited to, <u>by</u> retracting any notice sent pursuant to Endorsement 12 of the ACE Policy or any similar provision of any other D&O Insurance policy, and any such attempt by the New Board to do so shall be deemed void <i>ab initio</i>.</p> <p style="text-align: center;">10.11 Claims Paid or Payable by Third Parties.</p> <p style="text-align: center;">(b) Claims Payable by Insurance <u>Insurance Carriers</u> Insurers. No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors’ insurance policies until the Holder of such Allowed Claim</p>

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Summary of DS and Plan Objections

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				<p>has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full a Claim (if and to the extent adjudicated by a court of competent jurisdiction) <u>or otherwise settle an insured Claim</u>, then immediately upon such insurers' agreement <u>payment</u>, the applicable <u>portion of</u> such Claim may be expunged to the extent of any agreed upon satisfaction on the claims register by the Claims and Solicitation Agent without a Claims <u>without a Claim</u> objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.</p> <p>(c) Applicability of Insurance Policies Contracts. Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy <u>Insurance Contracts</u>. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including insurers under any policies of insurance <u>of the Insurance Contracts</u>, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.</p>
4.	Omega, Glenview, Cobalt Entities, OFPRS (Docket No. 3029)	Litigation Plaintiff	Confirmation Issue: Third-party releases should be deleted.	See above for revision to definition of "Releasing Parties." Plan confirmation issue. 510(b) claimants and equity holders are not entitled to vote. Thus, they do not provide any third-party releases.
5.	Jason Aldridge (Docket No. 3032)	Litigation Plaintiff	Confirmation Issue: a) Plan should be modified to make clear that D&O insurance remains available to satisfy claims against defendants.	See above for revision to definition of "Releasing Parties." Plan confirmation issue. Yieldco equity holders do not provide third-party releases under the Plan.

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			<p>b) Plan should be modified to delete third-party releases and any other provisions that may prevent the prosecution of the Aldridge litigation.</p>	<p>Add the following to the Plan:</p> <p>“For the avoidance of doubt, the Debtors and Reorganized Debtors shall comply with applicable non-bankruptcy law relating to document preservation obligations in connection with ongoing litigation.”</p>
6.	Michigan Employees Retirement System (Docket No. 3034)	Litigation Plaintiff	<p><u>Disclosure Issue:</u></p> <p>a) Plan should include greater disclosure of D&O insurance terms.</p> <p><u>Confirmation Issue:</u></p> <p>a) The Debtors have not demonstrated that third party releases should be granted and the Plan and Disclosure Statement should be modified accordingly.</p> <p>b) The Plan should include provisions requiring the Debtors to preserve documents related to the multi-district litigation.</p>	<p>See above for revision to definition of “Releasing Parties” and for agreement to abide by applicable non-bankruptcy law relating to document preservation.</p> <p>Plan confirmation issue. 510(b) claimants and equity holders are not entitled to vote. Thus, they do not provide any third-party releases.</p> <p>For the avoidance of doubt, the Claims against the Debtors filed in the Chapter 11 cases by or on behalf of the Municipal Employees Retirement System of Michigan, the Arkansas Teacher Retirement System and the members of the putative class (in their capacities as such) in the federal securities class action litigation currently styled as <i>Horowitz v. SunEdison, Inc., et. al.</i>, 16-cv-07917-PKC (S.D.N.Y.) constitute Other Subordinated Claims and are classified under the Plan as Class 7 –Other Subordinated Claims.</p>
7.	Vivint Solar (Docket No. 3035)	Litigation Plaintiff	<p><u>Confirmation Issue:</u> The Claim Objection Deadline and the Voting Resolution Event Deadline impermissibly occur on the same day.</p> <p><u>Disclosure Issue:</u> The Disclosure Statement provides inadequate disclosure as to the administration of general unsecured claims with respect to the establishment and maintenance of reserves for disputed claims.</p>	<p>Updated Confirmation Hearing schedule will set Claims Objection Deadline in advance of the Voting Resolution Event Deadline.</p> <p>Reserve language for GUC/Litigation Trust has been proposed.</p>
8.	Robert	Bondholder	<u>Disclosure Issue</u>	The amended Disclosure Statement will set forth an estimate of

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	Miller (Docket No. 2765)		a) Return to unsecured creditors is speculative, and based on the proposed litigation trust. b) Disclosure statement contains “blanks.” c) Rights Offering is unfairly limited to “accredited investors.”	recoveries for unsecured creditors.
9.	Ad Hoc Shareholders Committee (Docket No. 2914)	Shareholder	Disclosure Issue: The Disclosure Statement does not provide adequate information about: <ol style="list-style-type: none"> 1. the merits of “liquidating” the Company; 2. the disposition of capital raised in debt and equity offerings; 3. the Debtors’ subsidiaries; 4. the fate of SunEdison’s GAM business; 5. the Debtors’ development projects; 6. claims and distributions under the Plan; 7. the best interests test; and 8. the scope and impact of third party releases. 	The Debtors will amend the Disclosure Statement in the following ways: <ul style="list-style-type: none"> • update financial projections to include disclosure regarding retained assets • provide an explanation as to why only certain entities filed bankruptcy petitions • explain why the Debtors could not continue their capital intensive renewable project development business • explain why the “investments in subsidiaries” amounts included in monthly operating reports did not reflect fair market value Shareholders have no standing to object to disclosure statement, since they are deemed rejecting and their votes are not being solicited.
10.	Pro se shareholder objections to Disclosure Statement (See <u>Appendix A</u> hereto for list of objectors)	Shareholder	Various objections to adequacy of disclosure and third-party equity releases.	See above.
11.	Secretary of the U.S.	Governmental Unit	Confirmation Issue: Clarify that releases do not apply to any cause of actions by governmental	Added language to Plan § 11.6:

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	Department of Labor (Docket No. 2865)		entities based on Sections 1104-1109, 1161-1169, and 1342(d) of the Employee Retirement Income Security Act.	<p>“Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release (i) any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or (ii) any cause of action held by a governmental entity against any non-Debtor existing as of the Effective Date based on Sections 1104-1109, 1161-1169, and 1342(d) of the Employee Retirement Income Security Act.”</p> <p>Added language to Plan § 11.7:</p> <p>“Nothing in this Article shall limit the liability of any Person or Entity (other than the Debtors) for any pre- or postpetition action taken or omitted to be taken by them as a fiduciary, co-fiduciary, party in interest or knowing participant in violation of ERISA with respect to any ERISA-covered employee benefit plan sponsored by the Debtors.”</p>

In re SunEdison, Inc., et al., Case No. 16-1992 (SMB)**Summary of DS and Plan Objections****Appendix A****Pro Se Shareholder Objections:**

Richard Rosetti (Docket No. 2846); Michael Traberg (Docket No. 2917); Jon Grave (Docket No. 2918); Osman Elbeyli (Docket No. 2919); Daniel Menahem (Docket No. 2920); Kirill Baturin (Docket No. 2921); Anthony L. Gurino (Docket No. 2922); Rafael Hernandez (Docket No. 2923); Craig Campbell (Docket No. 2924); Robin Francis (Docket No. 2926); Michael P. Cunningham (Docket No. 2927); Gary M. DuRocher (Docket No. 2928); Ali Baghebany (Docket No. 2929); Thomas Clemens Jensen (Docket No. 2930); Gary Boyea (Docket No. 2931); Niels Hoej (Docket No. 2932); Alfred Lee (Docket No. 2933); Joseph Berman (Docket No. 2934); Susan Wingard (Docket No. 2939); Denis St-Arneault (Docket No. 2940); Ali Abidi (Docket No. 2941); N Wesley (Docket No. 2942); Jacob Boyce (Docket No. 2943); Mark Hubrich (Docket No. 2944); Anne-Marie Jensen (Docket No. 2945); Helene Kelly (Docket No. 2946); Kris Boyer (Docket No. 2947); Anne DeAcetis (Docket No. 2948); Michael La Grange (Docket No. 2949); Guy Polinovsky (Docket No. 2950); Satyen Sanghavi (Docket No. 2951); Marvel Chung (Docket No. 2952); Dharmendra Patel (Docket No. 2953); Prabhjeet Singh (Docket No. 2954); Jessie B. Griggs (Docket No. 2955); Peter McHale (Docket No. 2956); Marcelo Oscar Reinoso (Docket No. 2957); Adam Caldwell (Docket No. 2958); Orlando Jane (Docket No. 2959); Robert Houry (Docket No. 2960); Alfredo Garcia (Docket No. 2961); James Scherr (Docket No. 2962); Shawn Hill (Docket No. 2963); Belino Marques (Docket No. 2964); Paul Rivera (Docket No. 2965); Patrick P. Dippel (Docket No. 2966); Christopher Beckner (Docket No. 2967); Stephen Wasilewski (Docket No. 2968); J Adkins (Docket No. 2969); Danielle E. Dippel (Docket No. 2970); William Moffatt (Docket No. 2972); Elena Hambardjieva (Docket No. 2978); Cang Le (Docket No. 2979); Rudy Krankall (Docket No. 2980); Justin Frankel (Docket No. 2981); Kranthi Kotla (Docket No. 2982); Adrian Lineberger III (Docket No. 2983); Patrick Brown (Docket No. 2984); Marlene Romany (Docket No. 2985); Judy Thibault (Docket No. 2986); Nicholas Sabatini (Docket No. 2987); Anoopkumar (Docket No. 2988); Ravi Arukala (Docket No. 2989); Arvin Foroutan (Docket No. 2990); Sumit Kumar (Docket No. 2991); Steven Pallickal (Docket No. 2992); Dave Greenstein (Docket No. 2993); Singh Khushwant (Docket No. 2994); Elie Aoun (Docket No. 2995); Andre Thibault (Docket No. 2996); Laurence I. Frangias (Docket No. 2997); Thomas Bjerre (Docket No. 2998); James Scherr (Docket No. 2999); Elvin Jimenez (Docket No. 3000); Robert E. Whitley Jr. (Docket No. 3001); Samuel Cerrito II (Docket No. 3002); Junhong Jeong (Docket No. 3003); Cameron Peden (Docket No. 3004); Woo Yong Kim (Docket No. 3005); Phyllis Simms (Docket No. 3006); Jacqueline Davis (Docket No. 3007); Tariq Rahiman (Docket No. 3012); Francine Waugh (Docket No. 3013); Glenn W. Herlinger (Docket No. 3014); Doug Beamer (Docket No. 3015); Muhammad Younus (Docket No. 3016); John Boyer (Docket No. 3017); Stephen McCall (Docket No. 3018); Chad W. Harnish (Docket No. 3019); Lily Ding (Docket No. 3020); Howard Hopper (Docket No. 3021); John Yang (Docket No. 3022); Almut Getto (Docket No. 3023); Francisco Parada (Docket No. 3025); Gabriel Prieto (Docket No. 3026); Aaron Bae (Docket No. 3027); Alina Navasarkian (Docket No. 3036); Ancela R. Nastasi (Docket No. 3037); Adam Korkosz (Docket No. 3039); Mauricio Pachon (Docket No. 3040); Patrick Franke (Docket No. 3041); Randy Williams (Docket No. 3042); Mohammad Popalzai (Docket No. 3043); Zara Younossi (Docket No. 3044); Khalid Saeed (Docket No. 3045); Per S. Nielsen (Docket No. 3046); Amit Dua (Docket No. 3048); Ali Khan (Docket No. 3049); Kenan Kaplan (Docket No. 3050); Andy Barger (Docket No. 3051); Michael Nielsen (Docket No. 3052); Ujair Khatri (Docket No. 3053); Barbara Corless (Docket No. 3054); Russell Holt (Docket No. 3055); David Sanabria (Docket No. 3056); David Stone (Docket No. 3057); Anoop Ayadathil (Docket No. 3058); Kenneth Cheng (Docket No. 3059); Robert Nunn (Docket No. 3060); James Hunt (Docket No. 3061); Eric Kelly (Docket No. 3062); Richard Whitman Jr. (Docket No. 3063); Anwer Shaikh (Docket No. 3064); Renee Heller (Docket No. 3065); Kristian Thorsen (Docket No. 3066); Lynne Karpa (Docket No. 3067); Nir Toboul (Docket No. 3068); John Gifford (Docket No. 3069); Jared Fiorillo (Docket No. 3070); Mark Loret (Docket No. 3071); Mohammad Popalzai (Docket No. 3072); Nabeel Rahman (Docket No. 3073); Laura Cannici (Docket No. 3074); Guy Cloud (Docket No. 3075); Farhad Azizi (Docket No. 3076); Trevor Wightman (Docket No. 3077); Amy Seidman (Docket No. 3080); Tyler Gatto (Docket No. 3081); Irina Marian (Docket No. 3082); Thomas J. Aspinall (Docket No. 3083); Dimitri Krutov (Docket No. 3084); Simar Sidhu (Docket No. 3085); Dan Fleming (Docket No. 3086); Daniel Arthur (Docket No. 3087); Christian Larsen (Docket No. 3088); Matthew Loberg (Docket No. 3089); Billy Stratton Jr. (Docket No. 3090); Long Mai (Docket No. 3091); Fulvio Conversi (Docket No. 3092); Musa Subasi (Docket No. 3093); Tammy Tran (Docket No. 3095); Tamer Reyad (Docket No. 3096); Jason Tighe (Docket No. 3097); John Q. Adams (Docket No. 3098); Andrew Steinke (Docket No. 3099); Christopher Weger (Docket No. 3101); Zakir Hayee (Docket No. 3102); Dylan Vargas (Docket No. 3103); Alice Valsamma (Docket No. 3104); Stephanie Lee (Docket No. 3105); Thomas Clemens Jensen (Docket No. 3116 and 3125); Jan Anskjaer (Docket No. 3117); Jason Eschenbrenner (Docket No. 3118); Kevin Mui (Docket No. 3119); Amy Seidman (Docket No. 3120); Andreas Arndt (Docket No. 3121); Jason Tighe (Docket No. 3122); Michael A. McLaughlin (Docket No. 3123); Tamer Reyad (Docket No. 3124)