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Counsel for Debtors and Debtors in Possession

**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)
	:	
	:	

**NOTICE OF PRESENTMENT OF ORDER AUTHORIZING AND APPROVING
TRANSFER OF FORTY-NINE (49) SIEMENS 2.3 MW NACELLES AND HUBS AS DE
MINIMIS ASSETS IN ACCORDANCE WITH DE MINIMIS ASSET SALE
PROCEDURES ORDER**

PLEASE TAKE NOTICE that on September 24, 2016, the debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”) provided *Notice of Transfer of Forty-Nine (49) Siemens 2.3 MW Nacelles and Hubs As De Minimis Assets in Accordance with De Minimis Asset Sale Procedures Order* (the “Notice”),² attached hereto as Exhibit A in accordance with and pursuant to paragraph 2(a)(i) of the *Order Pursuant to Bankruptcy Code Sections 105(a), 363(b), and 541(a)(1) and Bankruptcy Rules 2002, 6004, 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 Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Notice.

9006 Authorizing and Approving Procedures for (A) The Sale or Transfer of De Minimis Assets; and (B) Taking Corporate Action in Connection Therewith (the “Procedures Order”).

PLEASE TAKE FURTHER NOTICE that, following expiration of the twenty-one (21) day notice period pursuant to the terms of the Asset Purchase Agreement, the Debtors will present the proposed *Order Authorizing and Approving Transfer of Forty-Nine (49) Siemens 2.3 MW Nacelles and Hubs As De Minimis Assets in Accordance with the De Minimis Asset Sale Procedures Order* (“Proposed Order”) attached hereto as Exhibit B, to the Honorable Stuart M. Bernstein, United States Bankruptcy Judge for the Southern District of New York, in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), for signature on **October 17, 2016 at 10:00 a.m. (Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that, in support of the Proposed Order, the Debtors submit the *Declaration of Tim Derrick in Support of Debtors’ Transfer of Forty-Nine (49) Siemens 2.3 MW Nacelles and Hubs As De Minimis Assets in Accordance with the De Minimis Asset Sale Procedures Order*, attached hereto as Exhibit C.

PLEASE TAKE FURTHER NOTICE that unless a written objection to the Proposed Order, with proof of service, is filed with the Clerk of the Court, and a courtesy copy is delivered to the undersigned counsel and to the chambers of the Honorable Stuart M. Bernstein **so as to be received by October 10, 2016 at 4:00 p.m. (Eastern Time)**, there will not be a hearing and the Proposed Order may be signed.

PLEASE TAKE FURTHER NOTICE that if a written objection is timely filed and served, the Court will notify the Debtors and the objecting parties of the date and time of the hearing and of the Debtors’ obligations to notify all other parties entitled to receive notice. The Debtors and any objecting parties are required to attend the hearing, and failure to attend in person or by counsel may result in relief being granted or denied upon default.

Dated: September 24, 2016
New York, New York

SunEdison, Inc., et al.
Debtors and Debtors in Possession
By their Counsel
SKADDEN, ARPS, SLATE, MEAGHER & FLOM
LLP

By: J. Eric Ivester

Jay M. Goffman
J. Eric Ivester
Shana A. Elberg
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Exhibit A

Notice

**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)**
:
:
:
:

**NOTICE OF TRANSFER OF FORTY-NINE (49) SIEMENS 2.3 MW NACELLES
AND HUBS AS *DE MINIMIS* ASSETS IN ACCORDANCE WITH *DE MINIMIS*
ASSET SALE PROCEDURES ORDER**

PLEASE TAKE NOTICE that, on April 21, June 1, July 20, August 9, and August 10, 2016, SunEdison, Inc. (“SunEdison”) and certain of its affiliates, the debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”).

PLEASE TAKE FURTHER NOTICE that on July 14, 2016, the Bankruptcy Court entered the *Order Pursuant To Bankruptcy Code Sections 105(a), 363(b), And 541(a)(1) And Bankruptcy Rules 2002, 6004, And 9006 Authorizing And Approving Procedures For (A) The Sale Or Transfer Of De Minimis Assets; And (B) Taking*

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); Solaix (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.

Corporate Action In Connection Therewith [Docket No. 781] (the “Procedures Order”)² authorizing the Debtors to sell or transfer certain *De Minimis* Assets pursuant to the procedures set forth in the Procedures Order.

PLEASE TAKE FURTHER NOTICE that pursuant to the Procedures Order, the Debtors propose to enter into the transaction (the “Proposed Transaction”) described below, which involves the sale or transfer of *De Minimis* Assets to a single buyer or group of related buyers with a gross selling price equal to or less than \$5 million in the aggregate.

- De Minimis Assets Being Sold or Transferred: The Debtors intend to transfer the right, title and interest in and to forty-nine (49) Siemens 2.3 megawatt nacelles and hubs (the “Equipment”) to EDF-RE US Development, LLC (“EDF RE”) pursuant to that Asset Purchase Agreement by and between EDF RE and SunEdison dated September 23, 2016 (the “Asset Purchase Agreement”) entered into pursuant to an arms’-length negotiation and upon the advice of EDF RE’s counsel.
- Debtor Entity That Owns and is Transferring Assets: SunEdison, Inc.
- Identification of the Purchaser: EDF-RE US Development, LLC. EDF RE is a third party purchaser unaffiliated with SunEdison, Inc. and entered into the Asset Purchase Agreement on an arms’-length basis upon advice of counsel.
- Consideration: EDF RE will provide SunEdison, Inc. \$4,450,000 in total consideration for the Equipment, including a payment of \$4,156,000 to Sun Edison, Inc. and a payment at closing of \$294,000 to Siemens Energy, Inc. (“Siemens”) for certain liabilities in connection with the storage and maintenance of the Equipment (the “Consideration”).
- Liens: The assets are encumbered. The Prepetition Secured Parties (as defined in the Final DIP Order) and, pursuant to the DIP Credit Facility, Deutsche Bank AG, New York Branch, hold liens over all assets of SunEdison, Inc., including the Equipment. Further, Siemens has asserted a possessory lien over the Equipment for unpaid storage and maintenance fees. The Equipment is stored in a facility owned by Siemens.
- Known or Suspected Environmental Liabilities: None.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Procedures Order, the Debtors intend to seek entry of an order attached hereto as Exhibit A (the “Proposed Order”) authorizing the consummation of the Proposed Transaction on twenty-one (21)

² Capitalized terms used, but not otherwise defined herein, shall take the meanings ascribed to them in the Procedures Order.

calendar days' notice and granting relief pursuant to sections 363(f) and 363(m) of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that in support of the Proposed Order and the relief set forth therein the Debtors submit the Declaration of Tim Derrick, attached hereto as Exhibit B (the "Derrick Declaration").

PLEASE TAKE FURTHER NOTICE that, consistent with the Procedures Order and the Derrick Declaration, if the Bankruptcy Court enters an order granting relief pursuant to section 363(f) of the Bankruptcy Code, upon closing, the Equipment shall be transferred pursuant to the Proposed Transaction free and clear of all Liens, with such Liens attaching only to the sale or transfer proceeds with the same validity, extent and priority as had attached to the *De Minimis* Assets immediately prior to such sale or transfer and subject in all respects to 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, (II) Granting Adequate Protection to Prepetition Secured Parties Pursuant to Bankruptcy Code Sections 361, 362, 363, and 364* (the "Final DIP Order") [Docket No. 523] and any related additional orders and the other DIP Loan Documents (as defined therein).

PLEASE TAKE FURTHER NOTICE that upon twenty-one (21) calendar days' notice, the Debtors are authorized to consummate the Proposed Transaction if the Debtors' determine in the reasonable exercise of their business judgment, that the Proposed Transaction is in the best interest of their estates and such Proposed Transaction complies with the DIP Budget and the DIP Loan Documents.

PLEASE TAKE FURTHER NOTICE and upon entry of the Proposed Order, if the Proposed Order grants such relief, the Debtors are authorized to immediately consummate such sale or transfer, and such sale or transfer in accordance with the terms set forth therein.

Dated: September 24, 2016
New York, New York

SunEdison, Inc., et al.
Debtors and Debtors in Possession
By their Counsel
SKADDEN, ARPS, SLATE, MEAGHER &
FLOM LLP

By: /s/ J. Eric Ivester

Jay M. Goffman
J. Eric Ivester
Shana A. Elberg
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Telephone: (312) 407-0700
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Exhibit A

Proposed Order

(Attached Separately to Notice of Presentment)

Exhibit B

Derrick Declaration

(Attached Separately to Notice of Presentment)

Exhibit B

Proposed Order

**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 AUTHORIZING AND APPROVING TRANSFER OF FORTY-NINE (49) SIEMENS 2.3 MW NACELLES AND HUBS AS *DE MINIMIS* ASSETS IN ACCORDANCE WITH *DE MINIMIS* ASSET SALE PROCEDURES ORDER

Upon the Notice of Presentment of the Order Authorizing and Approving Transfer of Forty-Nine (49) Siemens 2.3 MW Nacelles and Hubs As *De Minimis* Assets in Accordance With *De Minimis* Asset Sale Procedures Order (the “Notice of Presentment”) and adjoining Declaration of Tim Derrick in Support of Debtors’ Transfer of Forty-Nine (49) Siemens 2.3 MW Nacelles and Hubs as *De Minimis* Assets in Accordance With the *De Minimis* Asset Sale Procedures Order (the “Derrick Declaration)² in support of entry of an order (this

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 Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Derrick Declaration.

“Order”) authorizing the transfer of forty-nine (49) Siemens 2.3 megawatt nacelles and hubs (the “Equipment”) pursuant to this Court’s Order Pursuant to Bankruptcy Code Sections 105(a), 363(b), 363(f), 363(m), and 541(a)(1) and Bankruptcy Rules 2002, 6004, 9006 Authorizing and Approving Procedures for (A) the Sale or Transfer of *De Minimis* Assets; and (B) Taking Corporate Action in Connection Therewith [Docket No. 781] (the “Procedures Order”); and the Court having reviewed and considered the Derrick Declaration; and it appearing that the relief requested in the Notice of Presentment and Derrick Declaration is in the best interests of the Debtors, their estates, their creditors, their stakeholders, and other parties in interest; and after due deliberation thereon; and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:³

A. This Court has jurisdiction over the Proposed Transaction pursuant to 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 Proposed Transaction in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The legal predicates for the relief sought in the Notice of Presentment and Derrick Declaration are Bankruptcy Code sections 105(a), 363(b), 363(f), 363(m), 541(a), and Bankruptcy Rules 2002, 6004, and 9006.

C. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 7062, and to the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of this Order as set forth

³ These findings and determinations 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. Where appropriate, findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact.

herein.

D. As evidenced by the affidavits of service filed with the Court at Docket No. [] (i) proper, timely, adequate, and sufficient notice of the Transfer (as defined below) has been provided in accordance with the Procedures Order to each party entitled to such notice, (ii) such notice was good, sufficient, and appropriate under the particular circumstances, (iii) such notice provided a fair and reasonable opportunity to object or be heard with respect to the Transfer to all parties entitled to notice, and (iv) no other or further notice of the Transfer is or shall be required.

E. The Debtors have shown that transfer of the Equipment to EDF-RE US Development, LLC (the "Buyer") pursuant to the terms of that certain Asset Purchase Agreement, dated September 23, 2016, by and between the Buyer and SunEdison, Inc. (the "Asset Purchase Agreement") upon the conclusion of the twenty-one (21) calendar day notice period (the "Transfer") is necessary, is in the reasonable exercise of their business judgment, is in the best interests of the estates, and is in compliance with the DIP Loan Documents (as defined in the Procedures Order). Sound business reasons exist for the Transfer.

F. The Transfer of the Equipment to the Buyer pursuant to the Asset Purchase Agreement will be legal, valid, and effective and shall vest the Buyer with all right, title, and interest of the Debtor to the Equipment free and clear of any and all liens, claims, interests, and encumbrances (collectively, "Liens"). Counsel to the DIP Agent and the DIP Arrangers, counsel to the Tranche B Lenders, and counsel to Siemens received notice of the Proposed Transaction in accordance with the terms of the Procedures Order and the Debtors may transfer the Equipment free and clear of all Liens, which is permitted by the DIP Credit Agreement (as defined in the Final DIP Order (defined below)) as to the Liens under the DIP

Credit Agreement, and because all other holders of Liens have consented to the Proposed Transaction or could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such Liens.

G. The Debtors, with the assistance of their advisors, conducted a marketing process for the Equipment that was reasonable and appropriate under the circumstances. The Buyer is a good faith purchaser for value and, as such, is entitled to all of the protections afforded under Bankruptcy Code section 363(m) and has otherwise acted in good faith in connection with the Proposed Transaction. Specifically, (a) the Buyer is not an “insider” of the Debtors, as that term is defined in the Bankruptcy Code; (b) the Asset Purchase Agreement was negotiated at arm’s-length and in good faith, and at all times each of the Buyer and the Seller was represented by competent counsel of their choosing; (c) the Buyer did not in any way induce or cause the filing of the Chapter 11 Cases; (d) the consideration provided the Buyer pursuant to the Asset Purchase Agreement is fair and reasonable; and (e) the Proposed Transaction is not the result of fraud or collusion. Neither the Debtors nor the Buyer has engaged in any conduct that would cause or permit the Proposed Transaction to be avoided or result in the imposition of any costs or damages under Bankruptcy Code section 363(n).

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

1. Except as otherwise expressly provided in the Asset Purchase Agreement and the terms of this Order, pursuant to 11 U.S.C. §§ 363(b) and 363(f), the Debtors are authorized to transfer the Equipment upon expiration of the twenty-one (21) calendar day notice period pursuant to the terms of the Asset Purchase Agreement. The Debtors are authorized to take all actions necessary to consummate the Proposed Transaction pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement.

2. Except as otherwise expressly provided in the Asset Purchase Agreement and the terms of this Order, pursuant to 11 U.S.C. §§ 363(b) and 363(f), the Equipment shall be transferred free and clear of all Liens, with such Liens to attach to the proceeds of the Proposed Transaction in the order of their priority, with the same validity, force and effect which they now have as against the Equipment.

3. The Buyer is not and shall not be deemed a successor to the Debtors as a result of the consummation of the Proposed Transaction.

4. Upon transfer of the Equipment, all of the Debtors' right, title and interest in the Equipment shall be immediately vested in the Buyer pursuant to Bankruptcy Code sections 105(a), 363(b), and 363(f) free and clear of any and all Liens. Such Transfer shall constitute a legal, valid, binding, and effective transfer of such Equipment and shall vest the Buyer with good and marketable title to the Equipment. All persons or entities, presently, or on or after consummation of the Transfer, in possession of some or all of the Equipment are directed to surrender possession of the Equipment directly to the Buyer or its designees at consummation of the Transfer or at such time thereafter as the Buyer may request.

5. The Transfer of the Equipment to the Buyer pursuant to this Order and the Asset Purchase Agreement shall not result in (a) the Buyer and its affiliates and their respective predecessors, successors, assigns, members, partners, officers, directors, principals, and shareholders (or equivalent), or the Equipment having any liability or responsibility for any claim against the Debtors or against an insider of the Debtors; (b) the Buyer and its affiliates and their respective predecessors, successors, assigns, members, partners, officers, directors, principals, and shareholders (or equivalent), or the Equipment having any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or in equity, whether by

payment, setoff or otherwise, directly or indirectly, any Liens; or (c) the Buyer and its affiliates and their respective predecessors, successors, assigns, members, partners, officers, directors, principals, and shareholders (or equivalent), or the Equipment having any liability or responsibility to the Debtors, in each case except as is expressly set forth in the Asset Purchase Agreement.

6. The Buyer is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code. The Proposed Transaction is undertaken by the Buyer without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code and the Buyer is entitled to the full protections under section 363(m) of the Bankruptcy Code. Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Proposed Transaction shall not affect the validity of the Proposed Transaction, unless such authorization and consummation of the Proposed Transaction is duly and properly stayed pending such appeal.

7. Notwithstanding anything to the contrary contained herein, any proceeds obtained by the Debtors pursuant to the Proposed Transaction or any authorization contained hereunder shall be subject to any applicable 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”) and the other DIP Loan Documents (as defined in the Final DIP Order).

8. Nothing in this Order, the Notice, or the Derrick Declaration shall be deemed to constitute postpetition assumption of any agreement under Bankruptcy Code section 365.

9. Notwithstanding rules 6004(h), 6006(d), 7062, or 9014 of the Bankruptcy Code or any other Bankruptcy Rule, Local Rule, or rule 62(a) of the Federal Rules of Civil Procedure, this Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution of this Order.

10. The Court retains exclusive jurisdiction with respect to all matter arising from or related to the implementation of this Order.

Dated: New York, New York
_____, 2016

HONORABLE STUART M. BERNSTEIN

Exhibit C

Derrick Declaration

**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)
	:	
	:	

**DECLARATION OF TIM DERRICK IN SUPPORT OF DEBTORS' TRANSFER OF
FORTY-NINE (49) SIEMENS 2.3 MW NACELLES AND HUBS AS *DE MINIMIS*
ASSETS IN ACCORDANCE WITH *DE MINIMIS* ASSET SALE
PROCEDURES ORDER**

I, Tim Derrick, being duly sworn, deposes, and says:

1. I am the President and General Manager, North America Utility of SunEdison, Inc. ("SUNE") and certain of its affiliates, the debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors" and, together with their non-Debtor affiliates, "SunEdison" or the "Company").

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. I joined SunEdison in 2011 following its acquisition of Axio Power, a utility-scale project development company which has delivered over 150 MW of solar projects in the U.S. and Canada, where I was CEO and co-founder. Prior to my current position, I led the Advanced Solutions team at SunEdison, which deploys energy storage solutions and technologies complementary to solar and wind projects. Prior to leading SunEdison Advanced Solutions, I was President and General Manager of SunEdison's North American solar development business. I have 14 years of experience in wind and solar, serving in project development roles at Enron, General Electric, and 3 Phases Energy. I hold a BA from Dartmouth College and an MBA from the University of Michigan.

3. I submit this declaration (this "Declaration") in support of entry of an order authorizing the transfer (the "Proposed Transaction") of forty-nine (49) Siemens 2.3 megawatt nacelles and hubs (the "Equipment") to EDF-RE US Development, LLC (the "Buyer") and granting relief under Bankruptcy Code sections 363(f) and 363(m) pursuant to the *Order Pursuant To Bankruptcy Code Sections 105(a), 363(b), And 541(a)(1) And Bankruptcy Rules 2002, 6004, And 9006 Authorizing And Approving Procedures For (A) The Sale Or Transfer Of De Minimis Assets; And (B) Taking Corporate Action In Connection Therewith* [Docket No. 781] (the "Procedures Order").² The Debtors seek to transfer the Equipment pursuant to that certain Asset Purchase Agreement, dated September 23, 2016 by and between the Buyer and SunEdison, Inc. (the "Asset Purchase Agreement") upon twenty-one (21) calendar days' advance notice to the parties described in paragraph 2(a)(i) of the Procedures Order free and clear of all liens, claims, interests, and encumbrances (collectively, the "Liens") pursuant to Bankruptcy Code

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

section 363(f) and ¶ 2(a)(ii) of the Procedures Order, and with the protections set forth pursuant to Bankruptcy Code section 363(m) and ¶ 2(a)(iii) of the Procedures Order.

4. Except as otherwise indicated, all facts set forth herein are based upon my personal knowledge or my discussions with other representatives of the Debtors and, if called as a witness, I would testify competently thereto.

5. The Debtors have determined, in their business judgment, that the Proposed Transaction is in the best interests of the Debtors' estates and such transfer complies with the DIP Loan Documents.

A. The Equipment Should Be Transferred Free And Clear of All Liens, Claims, And Encumbrances

6. Consummation of the Proposed Transaction free and clear of Liens is appropriate pursuant to Bankruptcy Code section 363(f) and ¶ 2(a)(ii) of the Procedures Order. The value associated with the sale of the Equipment fairly reflects the value of the property being transferred. As of this date, the only known encumbrances on the Equipment are (1) Liens granted for the benefit of the DIP Lenders as provided in the Final DIP Order and the Liens granted for the benefit of the Prepetition Secured Parties (as defined in the Final DIP Order) and (2) Liens asserted by Siemens Energy Inc. ("Siemens") for unpaid storage and maintenance fees in connection with the Equipment.

7. Counsel to the DIP Agent and the DIP Arrangers, counsel to the Tranche B Lenders, and counsel to Siemens received notice of the Proposed Transaction in accordance with the terms of ¶ 2(a)(i) of the Procedures Order. Counsel has informed me that the Proposed Transaction is permitted by the DIP Credit Agreement (as defined in the Final DIP Order). I understand from counsel that pursuant to the Final DIP Order and the Intercreditor Annex (as defined in the Final DIP Order) any Liens on the Equipment securing the Prepetition Secured

Parties will be deemed to be automatically released upon the transfer of the Equipment and the release of the Liens by the DIP Lenders. I further understand that the outstanding storage and maintenance fees owed to Siemens relating to the Equipment will be paid by Buyer in connection with the closing of the Proposed Transaction. Additionally, all holders of Liens, including the DIP Lenders and Siemens (to the extent Siemens' Liens are not satisfied at the closing of the Proposed Transaction), shall have a corresponding interest in the proceeds of the transfer with all of the Debtors' claims, defenses and objections with respect to the amount, validity, or priority of each interest and the underlying liabilities expressly preserved.

B. The Buyer Should Be Entitled To The Protections Of Bankruptcy Code Section 363(m)

8. It is my understanding that professionals at Rothschild, Inc. ("Rothschild"),³ the Debtors' financial advisor and investment banker, have conducted an extensive marketing effort in connection with the Equipment. Specifically, I am informed that Rothschild contacted over 200 parties in connection with the potential sale of certain of the Debtors' assets relating to its North American utility business, including the Equipment. I understand that upon the completion of Rothschild's marketing process, the Debtors, with the assistance of Rothschild, concluded that the Buyer's bid for the Equipment as memorialized in the Asset Purchase Agreement represented the highest and best offer for the Equipment.

9. The Buyer is a good faith purchaser for value and has otherwise acted in good faith in connection with the Proposed Transaction. Specifically, (a) the Buyer is not an "insider" of the Debtors, as that term is defined in the Bankruptcy Code; (b) the Asset Purchase

³ On May 20, 2016, this Court entered an Order authorizing the Debtors to retain Rothschild as their financial advisor and investment banker to provide general financial advisory services and to assist SunEdison in a restructuring, sale transaction, or financing transaction to the extent pursued.

Agreement was negotiated at arm's-length and in good faith, and at all times each of the Buyer and the Seller was represented by competent counsel of their choosing; (c) the Buyer did not in any way induce or cause the filing of the Chapter 11 Cases; (d) the consideration provided the Buyer pursuant to the Asset Purchase Agreement is fair and reasonable, and (e) the Proposed Transaction is not the result of fraud or collusion. Based on the foregoing, I believe the Buyer was acting in good faith within the meaning of Bankruptcy Code section 363(m) with respect to the Proposed Transaction.

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I declare under penalty of perjury under the laws of the United States of America
that, to the best of my knowledge, information, and belief, and after reasonable inquiry, the
foregoing is true and correct.

Dated: September 24, 2016

By: */s/ Tim Derrick*
Tim Derrick
President and General Manager