EXECUTION VERSION

ASSET PURCHASE AGREEMENT

by and among

EVERGREEN SOLAR, INC.,

and

ES PURCHASER, LLC

dated as of August 15, 2011

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement, dated as of August 15, 2011 (the "Execution Date"), is made and entered into by and among Evergreen Solar, Inc., a Delaware corporation ("Seller") and ES Purchaser, LLC, a Delaware limited liability company ("Purchaser").

RECITALS

WHEREAS, Seller is in the process of restructuring its operations to focus on the Wafer Business through the use of the Core Assets;

WHEREAS, it is anticipated that Seller will file a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended (the "Bankruptcy Code") in the Bankruptcy Court (the "Bankruptcy Case").

WHEREAS, Purchaser desires to purchase and acquire from Seller certain assets and rights and assume certain liabilities, and Seller desires to sell, convey, assign and transfer such assets and rights and such liabilities to Purchaser, in the manner and subject to the terms and conditions set forth herein and as authorized under sections 105, 363 and 365 of the Bankruptcy Code. The aggregate Purchase Price to be paid by Purchaser to Seller for the Acquired Assets will consist of a credit bid by Purchaser of the amount specified herein against certain amounts owed by Seller under or in connection with the Secured Notes, together with the assumption by Purchaser of the Assumed Liabilities.

WHEREAS, Seller has entered into a Restructuring Support Agreement, dated as of the Execution Date (as amended from time to time, the "Support Agreement"), with holders of the Secured Notes holding in excess of 70% of the aggregate principal amount of the Secured Notes (the "Supporting Noteholders"), pursuant to which such holders have agreed to provide certain support for the transactions contemplated hereby.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I.

DEFINITIONS

The terms defined or referenced in Section 11.16, whenever used herein, shall have the meanings set forth therein for all purposes of this Agreement.

ARTICLE II.

PURCHASE AND SALE OF ASSETS

Section 2.1 Sale and Transfer of Acquired Assets.

(a) On the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Seller shall unconditionally Transfer to Purchaser and/or one or more of Purchaser's Affiliates or Subsidiaries, as designated by Purchaser, and Purchaser and/or one or more of its Affiliates or Subsidiaries, as applicable, shall purchase, acquire, assume and accept from Seller, to the extent permitted by the Bankruptcy Code, free and clear of all Liabilities (except for any Permitted Liens and Assumed Liabilities), all of Seller's right, title and interest in and to the Acquired Assets.

(b) For purposes of this Agreement, subject to Section 2.7, the term "Acquired Assets" means: (i) the LBIE Assets, as described more fully as Lot 1 on Exhibit A; (ii) the Devens Assets, as described more fully as Lot 2 on Exhibit A; (iii) the Core Assets, as described more fully as Lot 3 on Exhibit A, and (iv) the Non-Core Assets, as described more fully as Lot 4 on Exhibit A, but in no event shall the term "Acquired Assets" include any Retained Assets.

Section 2.2 Retained Assets. Notwithstanding anything in this Agreement to the contrary, the Acquired Assets shall not include the Assets which are to be retained by Seller and not sold or assigned to Purchaser (collectively, the "Retained Assets"), which shall be limited to the following:

(a) Cash and Cash Equivalents in the aggregate amount equal to (i) the amount required to fund the Wind-Down Budget, (ii) the amount required to fund any remaining amounts under the Transition Budget, (iii) the amount required to fund any remaining amounts of the Seller's Professionals Carve-Out, and (iv) the amount required to fund any remaining amounts of the UCC Professionals Carve-out (if any);

(b) all shares of capital stock or other equity interests in any Subsidiary, or securities convertible into or exchangeable or exerciseable for any such shares of capital stock or other equity interests, to the extent that any such shares of capital stock or other equity interest are excluded from the Acquired Assets;

(c) all rights of Seller in and to all Contracts other than the Designated Contracts;

(d) all deposits and all prepaid charges, Taxes and expenses of Seller solely related to any Retained Asset (including a non-Designated Contract) or Retained Liability, including,

without limitation, (i) security deposits with third party suppliers, vendors, service providers or landlords, and lease and rental payments, (ii) rebates, (iii) tenant reimbursements, (iv) prepaid Taxes (including ad valorem Taxes, personal property Taxes and real estate Taxes), and (v) pre-payments, in each case of clauses (i) through (v), solely related to any Retained Asset (including a non-Designated Contract) or Retained Liability.

(e) all losses, loss carryforwards and rights to receive refunds, and credits with respect to any and all Taxes of Seller (and/or of its Affiliates);

(f) all Tax Returns of Seller;

(g) all personnel files for Employees who are not Transferred Employees and personnel files of Transferred Employees that may not be Transferred under Applicable Laws;

(h) books and records that Seller is required by Applicable Law to retain to the extent they relate exclusively to the Retained Assets or the Retained Liabilities;

(i) customer relationships, goodwill and other intangible assets relating to, symbolized by or associated exclusively with the Retained Assets;

(j) all claims that Seller may have against any Person solely with respect to any other Retained Assets;

(k) any of Seller's director and officer insurance policies, fiduciary policies or employment practices policies (in each case of the foregoing, including any tail policies or coverage thereon), and any of Seller's rights, claims, demands, proceedings, causes of action or rights of set off thereunder;

(l) the Devens Excluded Assets and the Wafer Excluded Assets; and

(m) all right and claims of Seller arising under this Agreement and the Ancillary Agreements.

Section 2.3 Assumption of Liabilities. Purchaser shall (or shall cause its designated Subsidiaries or Affiliates to) assume, and become solely and exclusively liable for, the following Liabilities of Seller and no others (collectively, the "Assumed Liabilities"):

(a) all Liabilities and obligations of Seller under the Designated Contracts that arise exclusively after the Closing Date;

(b) any other Liabilities and obligations that are specifically designated by Purchaser in writing on or prior to the Closing Date;

(c) all Liabilities for Cure Costs for the Designated Contracts;

(d) all Liabilities relating to, or arising in respect of the Acquired Assets accruing, arising out of or relating to events, occurrences, acts or omissions occurring or existing after the

Closing Date, or the operation of the Wafer Business or the Acquired Assets after the Closing Date,

(e) all executory performance Liabilities (but not any Liabilities requiring or contemplating the payment of any money or other amounts or otherwise requiring the expenditure of any funds) of Seller under each Designated Contract that arise on or prior to the Closing Date solely to the extent requiring performance after the Closing Date.

Section 2.4 Retained Liabilities. Notwithstanding anything in this Agreement to the contrary, Purchaser shall not assume, and shall be deemed not to have assumed, Liabilities, other than the Assumed Liabilities specified in Section 2.3 (collectively, the "Retained Liabilities"), including, without limitation, any direct or indirect Liability of any Seller or any ERISA Affiliate with respect to any Benefit Plan or Service Provider. Specifically and without limiting the foregoing, Seller shall retain and Purchaser does not assume any severance, retention or sale bonus arrangements of Seller with any such Service Providers even if that Service Provider is a Transferred Employee.

Section 2.5 Designation of Designated Contracts; Cure Costs.

(a) Not later than 15 days following the Execution Date, Seller will provide Purchaser with Section 2.5(a) to the Disclosure Letter (as such schedule may be amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement, the "Contract & Cure Schedule"), which contains a list of each Devens Contract, Wafer Contract and each other Contract of Seller included in the Acquired Assets and Seller's good faith estimate of the amount of Cure Costs applicable to each such Contract (and if no Cure Cost is estimated to be applicable with respect to any particular Contract, the amount of such Cure Cost has been designated for such Contract as "$0.00"). From the date the Contract & Cure Schedule is provided through (and including) the Designation Deadline, promptly following any changes to the information set forth on such Schedule (including any new Contracts included in the Acquired Assets to which Seller becomes a party and any change in the Cure Amount of any such Contract), Seller shall provide Purchaser with a schedule that updates and corrects the Contract & Cure Schedule. Purchaser may, at any time and from time to time through (and including) the Designation Deadline, include or exclude any Contract from the Contract & Cure Schedule (except with respect to Wafer Contracts, which may be excluded only with Seller's consent, not to be withheld unreasonably) and require Seller to give notice to the Third Parties to any such Contract of Seller's assumption and assignment thereof to the Purchaser and the amount of Cure Costs associated with such Contract or the rejection thereof. If any Contract is added to (or excluded from) the Contract & Cure Schedule as permitted by this Section 2.5, then Purchaser and Seller shall make appropriate additions, deletions or other changes to any applicable Schedule to reflect such addition or exclusion.

(b) Seller shall be responsible for the verification of all Cure Costs for each Designated Contract and shall use commercially reasonable efforts to establish the proper Cure Costs, if any, for each Designated Contract prior to the Closing Date.

(c) To the extent that any Designated Contract requires the payment of Cure Costs in order to be assumed pursuant to section 365 of the Bankruptcy Code, at the Closing, the Cure

Costs related to such Designated Contract shall be paid by Seller. Purchaser shall not be required to make any payment for Cure Costs for, or otherwise have any Liabilities with respect to, any Contract that is not a Designated Contract.

Section 2.6 Non-Assignment of Designated Contracts. Anything contained herein to the contrary notwithstanding, (i) this Agreement shall not constitute an agreement to assign any Designated Contract if, after giving effect to the provisions of sections 363 and 365 of the Bankruptcy Code, an attempted assignment thereof, without obtaining a Consent, would constitute a breach thereof or in any way negatively affect the rights of Seller or Purchaser, as the assignee of such Designated Contract and (ii) no breach of this Agreement shall have occurred by virtue of such nonassignment. If, after giving effect to the provisions of sections 363 and 365 of the Bankruptcy Code, such Consent is required but not obtained, Seller shall, at Purchaser's sole cost and expense, cooperate with Purchaser in any reasonable arrangement, including Purchaser's provision of credit support, designed to provide for Purchaser the benefits and obligations of or under any such Designated Contract, including enforcement for the benefit of Purchaser of any and all rights of Seller against a third party thereto arising out of the breach or cancellation thereof by such third party; provided, that nothing in this Section 2.6 shall (x) require Seller to make any significant expenditure or incur any significant obligation on its own or on Purchaser's behalf or (y) prohibit Seller from ceasing operations or winding up its affairs following the Closing. Any assignment to Purchaser of any Designated Contract that shall, after giving effect to the provisions of sections 363 and 365 of the Bankruptcy Code, require the Consent of any third party for such assignment as aforesaid shall be made subject to such Consent being obtained. Any contract that would be a Designated Contract but is not assigned in accordance with the terms of this Section 2.6 shall not be considered a "Designated Contract" for purposes hereof unless and until such contract is assigned to Purchaser following the Closing Date upon receipt of the requisite consents to assignment and Bankruptcy Court approval.

Section 2.7 "As Is" Transaction. THE PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ARTICLE V OF THIS AGREEMENT, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ACQUIRED ASSETS OR THE WAFER BUSINESS. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLER HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE ACQUIRED ASSETS. ACCORDINGLY, THE PURCHASER WILL ACCEPT THE ACQUIRED ASSETS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

ARTICLE III.

CONSIDERATION.

Section 3.1 Purchase Price. The aggregate consideration for the sale and transfer of the Acquired Assets shall be (the "Purchase Price") (a) $60,000,000 (sixty million dollars), which Purchaser will pay and deliver at the Closing in accordance with Section 4.3(a) and (b) Purchaser's assumption of the Assumed Liabilities at the Closing. The Purchase Price shall be payable, at the Purchaser's option, in the form of (a) the exercise of credit bid rights under

Section 363(k) of the Bankruptcy Code with respect to all or a portion of the aggregate Obligations then outstanding under the Indenture relating to the 13% Convertible Senior Secured Notes of Evergreen due 2015 (the "Secured Notes"), dated as of April 26, 2010 among Seller, ESLR1, LLC, as Guarantor and U.S. Bank National Association, as Trustee (the "Indenture"), provided that any such credit bid of the Secured Notes shall be effected by the Indenture Trustee at the written direction of holders of a majority of the Obligations in accordance with the Indenture and be for the benefit of all holders of the Secured Notes; (b) cash and (c) any combination of (a) and (b).

Section 3.2 Allocation of Purchase Price. Within sixty (60) days of the Closing Date, Purchaser shall prepare and deliver to Seller a statement allocating the sum of the Purchase Price, the Assumed Liabilities and other relevant items among the Acquired Assets in accordance with Section 1060 of the Code and the Treasury regulations promulgated thereunder (such statement, the "Allocation Statement") "), and the Allocation Statement shall be finalized upon reasonable consultation with Seller, and with Seller's consent, which consent shall not be unreasonably withheld or delayed. The parties shall follow the Allocation Statement for purposes of filing IRS Form 8594 (and any supplements to such form) and all other Tax Returns, and shall not voluntarily take any position inconsistent therewith. If the IRS or any other taxation authority proposes a different allocation, Seller or Purchaser, as the case may be, shall promptly notify the other party of such proposed allocation. Seller or Purchaser, as the case may be, shall provide the other party with such information and shall take such actions (including executing documents and powers of attorney in connection with such proceedings) as may be reasonably requested by such other party to carry out the purposes of this section. Except as otherwise required by Applicable Law or pursuant to a "determination" under Section 1313(a) of the Code (or any comparable provision of United States state, local, or non-United States law), (i) the transactions contemplated by Article II of this Agreement shall be reported for all Tax purposes in a manner consistent with the terms of this Section 3.2; and (ii) neither party (nor any of their Affiliates) will take any position inconsistent with this Section 3.2 in any Tax Return, in any refund claim, in any litigation or otherwise. Notwithstanding the allocation of the Purchase Price set forth in the Allocation Statement, nothing in the foregoing shall be determinative of values ascribed to the Acquired Assets or the allocation of the value of the Acquired Assets in any plan or reorganization or liquidation that may be proposed.

Section 3.3 Sale Free and Clear. Seller acknowledges and agrees and the Sale Order shall provide that, on the Closing Date and concurrently with the Closing, all then existing or thereafter arising Liabilities (other than those in favor of Purchaser created under this Agreement and/or any Ancillary Agreement, the Permitted Liens, if any, and Assumed Liabilities) of, against or created by Seller or its bankruptcy estate, to the fullest extent permitted by Section 363 of the Bankruptcy Code, shall be fully released from and with respect to the Acquired Assets. On the Closing Date, the Acquired Assets shall be Transferred to Purchaser and/or one or more of its Affiliates or Subsidiaries, as applicable free and clear of all Liabilities, other than the Permitted Liens, if any, and the Assumed Liabilities to the fullest extent permitted by Section 363 of the Bankruptcy Code.

ARTICLE IV.

CLOSING

Section 4.1 Closing.

(a) Upon the terms and subject to the conditions of this Agreement, the Closing shall take place at the offices of Bingham McCutchen LLP, 399 Park Avenue, New York, NY, 10022-4689, at 10:00 a.m., New York City time, as specified below, unless another date, time and/or place is agreed in writing by each of the parties hereto.

(b) The Closing shall occur on or before the date (the "Closing Date") that is not later than the fifth Business Day following the satisfaction and/or waiver of all conditions to the Closing as set forth in Article IX (other than conditions which by their nature can be satisfied only at the Closing).

Section 4.2 Deliveries by Seller. At the Closing, Seller shall deliver or cause to be delivered to Purchaser (unless previously delivered) each of the following:

(a) the officers' certificate referred to in Section 9.2(d);

(b) a certified copy of the Sale Order and a copy of the docket of the Bankruptcy Court evidencing the entry of the Sale Order (updated through the date and time of the Closing); and

(c) the duly executed Bill of Sale and duly executed counterparts of each Conveyance Document in respect of the Acquired Assets;

(d) a duly executed Instrument of Assumption for the Designated Contracts and Assumed Liabilities;

(e) a certification of non-foreign status for Seller in a form and manner which complies with the requirements of Section 1445 of the Code and the Treasury regulations promulgated thereunder;

(f) if the Midland Facility has been included as a Core Asset hereunder, a special warranty deed to the Midland Facility conveying fee simple title to the Midland Facility to Purchaser subject to Permitted Liens;

(g) at Purchaser's election and sole cost and expense, an owner's or leasehold title insurance policy (as applicable), in effect as of the Closing Date, issued by Fidelity National Title Insurance Company or one of its affiliates, on an ALTA 2006 form or other form reasonably satisfactory to Purchaser, insuring Purchaser's fee simple or leasehold title, as the case may be, to the Midland Facility, Devens Plant and Devens Land, subject to the Permitted Liens;

(h) executed copies of the consents and approvals referred to in Section 9.2(e); and

(i) all other documents required to be delivered by Seller to Purchaser at or prior to the Closing in connection with the Transactions.

Section 4.3 Deliveries by Purchaser. At the Closing, Purchaser shall deliver or cause to be delivered to Seller (unless previously delivered) each of the following:

(a) Purchaser shall (i) pay to or as directed by Seller the cash portion of the Purchase Price, if any, by wire transfer of immediately available funds to an account designated by Seller; and/or (ii) cause the Indenture Trustee to credit bid all or a portion of the aggregate Obligations then outstanding under the Secured Notes;

(b) a duly executed Instrument of Assumption for the Designated Contracts and Assumed Liabilities;

(c) the Secretary's certificate referred to in Section 9.3(e);

(d) a release from the Indenture Trustee on behalf of the holders of the Secured Notes with respect to aggregate amount of the Secured Notes subject to Purchaser's credit bid and included in the Purchase Price for the Acquired Assets, in form and substance reasonably satisfactory to Seller; and

(e) all other documents required to be delivered by Purchaser to Seller at or prior to the Closing in connection with the Transactions.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser that the statements contained in this Article V are true and correct as of the date of this Agreement, except as otherwise stated in this Article V and except as set forth in the corresponding sections or subsections of the Disclosure Letter delivered by Seller to Purchaser concurrently with the execution and delivery hereof (it being agreed that disclosure of any information in a particular section or subsection of the Disclosure Letter shall be deemed disclosure with respect to any other section or subsection only to the extent that the relevance of such item is readily apparent). Each representation and warranty made in this Article V as to "Seller" shall be deemed to include a representation and warranty as to each Foreign Subsidiary by applying each such representation and warranty *mutatis mutandis* (such that all changes and modifications to the defined terms and other terminology shall be made so that each such representation and warranty can be applied in a logical manner to the Foreign Subsidiaries).

Section 5.1 Organization. Seller has been duly organized and is validly existing in good standing under the laws of its jurisdiction of incorporation, with the requisite corporate power and authority to own its properties and conduct its business as currently conducted. Seller has been duly qualified as a foreign corporation or organization for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except to the extent that

the failure to be so qualified or be in good standing has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.2 Subsidiaries. All of the direct and indirect Subsidiaries of the Company are set forth on Section 5.2 of the Disclosure Letter. The Company owns, directly or indirectly, all of the capital stock or other equity interests of each Foreign Subsidiary (other than Evergreen (Wuhan), of which the Company holds a 33% ownership interest in) free and clear of any Liens and all the issued and outstanding shares of capital stock of each Foreign Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities. Each Foreign Subsidiary has been duly organized, is validly existing as a corporation, partnership or limited liability company in good standing under the laws of the jurisdiction of its incorporation or formation, has the corporate power, partnership or limited liability company and authority to own its property and to conduct its business and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have, individually or in the aggregate, a Material Adverse Effect.

Section 5.3 Financial Statements.

(a) Except as set forth on Section 5.3 of the Disclosure Letter, Seller has filed all forms, reports, statements, certifications and other documents (including all exhibits, amendments and supplements thereto) required to be filed by it with the SEC since January 1, 2009 (all such forms, reports, statements, certificates and other documents filed, since January 1, 2009 and prior to the date hereof, collectively, the "SEC Documents"), and Seller has furnished all reports and other documents (including all exhibits, amendments and supplements thereto) required to be furnished by it with the SEC since January 1, 2009 (all such reports and other documents furnished, since January 1, 2009 and prior to the date hereof, collectively, the "Furnished Reports"). As of the date hereof, there are no outstanding or unresolved comments in comment letters received from the SEC staff with respect to the SEC Documents or Furnished Reports. No executive officer of Seller has failed to make the certifications required of him or her under Section 302 or 906 of the Sarbanes-Oxley Act with respect to any SEC Documents. Neither Seller nor any of its executive officers has received notice from any Governmental Entity challenging or questioning the accuracy, completeness or manner of filing of the certifications required by the Sarbanes-Oxley Act and made by its principal executive officer and principal financial officer.

(b) Each of the audited consolidated financial statements included in or incorporated by reference into the SEC Documents (including any related notes and schedules) have been prepared, or in the case of SEC Documents filed after the date of this Agreement, will be prepared, in accordance with United States generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods involved (except as may be indicated in the notes thereto) and fairly present, or in the case of SEC Documents filed after the date of this Agreement, will fairly present, in all material respects the consolidated financial position of the Company and its Subsidiaries at the respective dates thereof and the results of operations, changes in equity and cash flows. Each of the unaudited condensed consolidated financial statements included in or incorporated by reference into the SEC Documents (including any

related notes) have been prepared in accordance with GAAP applied on a consistent basis throughout the periods involved (except as may be indicated in the notes thereto or may be permitted by the SEC under the Exchange Act) and fairly present, or in the case of SEC Documents filed after the date of this Agreement, will fairly present, in all material respects the consolidated financial position of the Company and its Subsidiaries as of the respective dates thereof and the results of their operations, changes in equity and cash flows for the periods indicated (subject to notes and normal period-end adjustments that will not be material in amount or effect).

Section 5.4 Real Property.

(a) Section 5.4(a) to the Disclosure Letter sets forth, to the extent constituting Acquired Assets, a true and correct legal description of all real property owned by Seller and used or held for use in connection with Seller's operations, together with all fixtures and improvements thereon (the "Owned Real Property"). Seller has good, marketable and insurable title to such Owned Real Property in fee simple, free and clear of all title defects and Liens (other than those that will be discharged at Closing) and Permitted Liens. At the Closing, Seller shall convey to Purchaser good, marketable and insurable title to the Owned Real Property, free and clear of all title defects and Liens (including, without limitation, all tenancies and occupancies), except for the Assumed Liabilities and Permitted Liens.

(b) Section 5.4(b) of the Disclosure Letter sets forth a true and correct list of and legal description of all easements, rights-of-way, property use agreements, transmission line and pipeline rights and real property licenses (including rights-of-way Permits from Governmental Entities) for the benefit of Seller associated with the Owned Real Property (the "Easements"). Seller has (and, to the extent constituting Acquired Assets, shall convey to Purchaser at the Closing) Seller's interest in the Easements to the extent assignable, free and clear of all Liens arising by, through or under Seller other than the Assumed Liabilities and Permitted Liens.

(c) Section 5.4(c) of the Disclosure Letter lists all leases, subleases, licenses, concessions, or other agreements (written and all amendments thereto) of Real Property to which Seller is a party relating to or used in connection with the Acquired Assets (the "Real Property Leases"); such real property is referred to as the "Leased Real Property" and together with the Owned Real Property, the "Real Property." Seller has a good and marketable leasehold interest in, and enjoys quiet and undisturbed possession of, the Leased Real Property, free and clear of all Liens arising by, through or under Seller, except: (i) as set forth on Section 5.4(b) of the Disclosure Letter and (ii) Permitted Liens. True and correct copies of the Real Property Leases have been made available to Purchaser. Except as set forth on Section 5.4(c) of the Disclosure Letter and the rights of the holders of Permitted Liens, Seller is in exclusive possession of the Real Property and the improvements thereon. No public warehouse facilities are utilized in the operation of the Wafer Business as currently conducted other than as described on Section 5.4(c) of the Disclosure Letter.

(d) Except as otherwise set forth in Section 5.4(d) of the Disclosure Letter: (i) the Real Property Leases are in force and effect and none of the Real Property Leases have been modified, amended, terminated, renewed or extended; (ii) no renewal or extension options have been granted to Seller; (iii) Seller does not have an option to purchase any of the Real Property

or any portion thereof, except as set forth in the applicable Real Estate Lease; (iv) the rents thereunder are being paid on a current basis and there are no arrearages; (v) except for any default created by the bankruptcy filing contemplated hereby, Seller is not in default, and to Seller's Knowledge, none of the other parties to such Real Property Lease is in default of any of its obligations thereunder and, other than the Bankruptcy Case, no event has occurred that, with the giving of notice or passage of time, or both, would constitute a default thereunder; (vi) Seller has not paid any rent, fees, or other charges under such Real Property Leases for more than one month in advance (other than in respect of base rent under the Devens Lease, which was prepaid upon execution thereof); (vii) Seller is presently not contesting any tax, utility, operating cost or other escalation payments or occupancy charges, or any other amounts payable under such Real Property Leases; (viii) to Seller's Knowledge, (A) all material work, repairs, alterations and improvements required to be performed by any party as of the date hereof to any of such Real Property Leases has been completed and fully paid for, and (B) all material obligations of the landlord under such Real Property Leases have been performed; (x) there are no actions or proceedings pending or, to the Knowledge of Seller, threatened by any landlord under any Real Property Leases; (xi) true and complete copies of all assignments of Real Property Leases and subleases and consents thereto by landlords under such Real Property Leases, including all amendments, guarantees, side letters, subordination and non-disturbance agreements and other documents relating thereto, have been made available to Purchaser; (xii) there are no security deposits other than those set forth in the Disclosure Letter, such security deposits are held by the landlords under such Real Property Leases and have not, as of the date hereof, been applied to existing arrears in rents or otherwise in accordance with the terms of such Real Property Leases; and (xiii) such Real Property Leases do not prohibit the execution, delivery and performance of this Agreement and the transactions contemplated hereby.

(e) All public utilities (including, without limitation, gas, electric, water, storm and sanitary sewerage and telephone utilities) required to operate the Wafer Business are installed at and available to the Real Property, and, Seller has no Knowledge of any proposed, planned or actual curtailment of service of any utility supplied to any portion of the Real Property.

(f) With respect to the Real Property (i) no eminent domain, condemnation or similar proceedings are pending or, to the Knowledge of Seller, threatened, (ii) no proceeding is pending that to the Knowledge of the Seller would reasonably be expected to terminate the current access from the Real Property to any presently existing highways and roads adjoining or situated on the Real Property, (iii) to the Knowledge of the Seller, no structure on the Real Property is located within a flood hazard zone as defined by the Federal Insurance Administration, (iv) to the Knowledge of the Seller, no special assessments or tax abatements affect the Real Property, (v) there are no pending or, to the Knowledge of Seller, threatened zoning changes or zoning ordinance amendments which would affect the Real Property, and (vi) the Real Property, including, without limitation, each improvement thereon, is in good condition, normal wear and tear excepted, for the purpose for which used in the Wafer Business, has sufficient rights of access and egress for the purposes for which it is used and complies, in all material respects, with all municipal, state and federal statutes, ordinances, rules and regulations applicable thereto, and no material improvements or repairs are necessary or currently contemplated with respect thereto, except where the failure to be in such condition would not, individually or in the aggregate, reasonably be expected to be adverse in any material respect to the Seller's or the Purchaser's ability to conduct the Wafer Business in the ordinary course of business.

(g) Seller has not leased, licensed or otherwise granted to any Person the right to use or occupy the Real Property or any portion thereof, and except as set forth in Section 5.4(g) of the Disclosure Letter, there are no outstanding options, rights or first offer or rights of first refusal to purchase any of the Real Property, the Easements or any portion of or any interest therein.

(h) To Seller's Knowledge, Seller's use or occupancy of the Real Property and the operation of the Wafer Business as currently conducted thereon complies in all material respects with all applicable zoning and land use Laws and is not dependent on a "permitted non-conforming use" or "permitted non-conforming structure" or similar variance, exemption or approval from any Governmental Entity (other than as set forth in Seller's unified permit relating to the Devens Plant and the Devens Land).

Section 5.5 Authorization; Enforceability. Subject to the entry of the Sale Order, Seller has all requisite corporate power and authority to enter into, execute and deliver this Agreement and the other Ancillary Agreements to which it is or is to be a party and to perform its obligations hereunder and thereunder. The execution, delivery and performance by Seller of this Agreement and each of the other Ancillary Agreements to which it is or is to be a party, and the consummation by Seller of the Transactions, have been duly authorized by all necessary corporate action on the part of Seller. This Agreement has been and, when executed and delivered, each other Ancillary Agreement to which each of them is to be a party, will be, duly and validly executed and delivered by Seller and, subject to the entry of the Sale Order, constitutes (in the case of this Agreement) and will constitute (in the case of each of the Ancillary Agreements) the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency, and the relief of debtors and other laws of general application affecting enforcement of creditors' rights generally, rules of law governing specific performance, injunctive relief and other equitable remedies.

Section 5.6 No Conflicts. Subject to the entry of the Sale Order, the execution, delivery and performance of this Agreement and each other Ancillary Agreement, and the consummation of the Transactions will not (a) result in a violation of the Organizational Documents of Seller, (b) assuming receipt of all required consents and approvals from Governmental Entities in accordance with Section 9.1(b) and Section 9.2(e), result in a material violation of any Applicable Law, or (c) result in the creation or imposition of any Lien upon or with respect to any Acquired Asset, other than in favor of Purchaser as specified in the Ancillary Agreements and Permitted Liens, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Seller is not in violation of its Organizational Documents.

Section 5.7 Consents and Approvals. Except as set forth in Section 5.7 of the Disclosure Letter or otherwise in this Agreement, no consent, approval, authorization, order, registration or qualification of or with any Governmental Entity having jurisdiction over Seller or any of its properties is required for the execution and delivery by Seller of the Agreement and the Ancillary Agreements and performance of and compliance by Seller with all of the provisions hereof and thereof and the consummation of the Transactions, except (a) the entry of the Sale Order and the expiration, or waiver by the Bankruptcy Court, of the 14-day period set forth in

Bankruptcy Rules 6004(h) and 3020(e), as applicable, (b) filings with respect to and any consents, approvals or expiration or termination of any waiting period, required under any United States or foreign antitrust or investment laws which may include the HSR Act and any other Regulatory Approvals required, and (c) such other consents, approvals, authorizations, registrations or qualifications the absence of which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.8 Intellectual Property.

(a) Section 5.8(a) of the Disclosure Letter sets forth a complete and accurate list of all (i) United States and non-United States Patents and Patent applications owned by Seller; (ii) United States and non-United States Trademark registrations and Internet domain registrations, Trademark applications, and material unregistered Trademarks owned by Seller; (iii) United States and non-United States Copyright and mask work registrations, and material unregistered Copyrights owned by Seller; and (iv) Software (other than readily available commercial software programs having an acquisition price of less than $10,000) that is owned, licensed or leased by Seller, describing which Software is owned, licensed or leased, as the case may be, and the applicable owner, licensor or lessor.

(b) Section 5.8(b) of the Disclosure Letter sets forth a complete and accurate list of all Contracts to which Seller is a party or otherwise bound, (i) granting or obtaining any right to use or practice any rights under any Intellectual Property (other than licenses for readily available commercial software programs having an acquisition price of less than $10,000), or (ii) restricting Seller's rights to use any Intellectual Property, including license agreements, development agreements, distribution agreements, settlement agreements, consent to use agreements, and covenants not to sue (collectively, the "License Agreements"). Seller has not licensed or sublicensed its rights in any Intellectual Property other than pursuant to the License Agreements.

(c) Seller owns or possesses rights to use all Intellectual Property used in the conduct of the Wafer Business. All registrations with and applications to Governmental Entities in respect of such Intellectual Property are in full force and effect, have not, except in accordance with the ordinary course practices of Seller, lapsed, expired or been abandoned, are not the subject of any opposition or other action filed with the United States Patent and Trademark Office or any other applicable Intellectual Property registry, court of law, or tribunal. The consummation of the Transactions will not result in the loss or impairment of any rights to use such Intellectual Property or obligate Purchaser to pay any royalties or other amounts to any third party in excess of the amounts that would have been payable by Seller absent the consummation of the Transactions.

(d) No present or former Employee, officer or director of Seller, or agent, outside contractor or consultant of Seller, holds any right, title or interest, directly or indirectly, in whole or in part, in or to any Intellectual Property. Other than with respect to copyrightable works Seller hereby represents to be "works made for hire" within the meaning of Section 101 of the Copyright Act of 1976 owned by Seller, Seller has obtained from all individuals who participated in any respect in the invention or authorship of any Intellectual Property created by or for Seller (the "Owned Intellectual Property"), as consultants, as employees of consultants or

otherwise, effective waivers of any and all ownership rights of such individuals in the Owned Intellectual Property and written assignments to Seller of all rights with respect thereto.

(e) Seller has not received any notice that it is, or they are, in default (or with the giving of notice or lapse of time or both, would be in default) under any contract relating to such Intellectual Property. To Seller's Knowledge, all Owned Intellectual Property is valid, and Seller has not received any notice of any claim of invalidity of any Owned Intellectual Property. To Seller' Knowledge, no Intellectual Property rights of Seller are being infringed by any other Person, except to the extent that such infringement has not had and would not have, individually or in the aggregate, a Material Adverse Effect. Seller has not received any notice of any claim of infringement or conflict with any Intellectual Property right of others which has had or would in any such case be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.9 Material Contracts.

(a) Section 5.9(a) of the Disclosure Letter sets forth each Contract to which Seller is a party or is bound (i) involving aggregate expenses or payments of $50,000 or more during any 12-month period (other than purchase orders in the ordinary course of business of Seller and other than Contracts that by their terms may be terminated by Seller in the ordinary course of business upon 60 days' or less notice without penalty or premium), (ii) which is a Contract with a Governmental Entity or (iii) the breach or termination of which could reasonably be expected to have a Material Adverse Effect on Seller (the "Material Contracts")

(b) Except as may have occurred solely as a result of the commencement of the Bankruptcy Case (or any other action taken by Seller during the Bankruptcy Case), each Material Contract, is valid, binding and full force and effect, enforceable in all material respects by the Seller in accordance with its terms, and there has not been any cancellation or, to the Knowledge of Seller, threatened cancellation of any such Material Contract, nor any pending or, to the Knowledge of Seller, threatened disputes thereunder. Seller is not (with or without the lapse of time or the giving of notice, or both) in material breach or default under any Material Contract except for breaches or defaults (i) that would be remedied solely by the payment of Cure Costs, or (ii) caused solely by the filing of the Bankruptcy Case. To the Knowledge of Seller, no other party to any of the Material Contracts is (with or without the lapse of time or the giving of notice, or both) in material breach or default thereunder. No consents or approvals of any Person other than Seller is necessary to sell, assign, convey, transfer and deliver to Purchaser, on the terms of this Agreement, any and all rights and interests of Seller in the Material Contracts. Seller has provided Purchaser with true and complete copies of each written Material Contract (including all amendments thereto).

Section 5.10 Absence of Certain Developments. Since December 31, 2010, Seller has not Transferred ownership of any of its Assets to any of its Subsidiaries or Affiliates.

Section 5.11 Litigation; Product Warranties.

(a) Except as set forth on Section 5.11(a) of the Disclosure Letter, there are no legal, governmental or regulatory actions, suits, proceedings or, to the Knowledge of Seller,

investigations pending or threatened to which Seller is or may be a party or to which any property of Seller, any director or officer of Seller in their capacities as such, or the Wafer Business, Assumed Liabilities or Acquired Assets is or may be the subject that, individually or in the aggregate, has had or, if determined adversely to Seller, would reasonably be expected to have a Material Adverse Effect.

(b) Except as set forth on Section 5.11(b) of the Disclosure Letter, there are no product warranties, product defect or products liability claims pending against Seller or its Subsidiaries with respect to any Products manufactured or sold by Seller or its Subsidiaries during the past five (5) years and Seller does not know of any basis for, any such claim. To the Knowledge of Seller, there are no defects in design, construction or manufacture of Products that would adversely affect performance or create a risk of injury to persons or property. The Products that are designed and manufactured solely by Seller and its Subsidiaries and, to the Knowledge of Seller, the other Products have been designed and manufactured so as to meet and comply with all governmental standards and specifications currently in effect, and the Products have received all governmental approvals necessary to allow their sale and use. As used in this Section 5.11(b), the term "Products" means any and all products of Seller and its Subsidiaries distributed or sold by Seller and its Subsidiaries under any brand name or mark under which products are or have been manufactured, distributed or sold by Seller and its Subsidiaries.

Section 5.12 Permits and Compliance with Laws.

(a) Except as set forth on Section 5.12(a) of the Disclosure Letter, Seller is, and has been since January 1, 2009, in compliance in all material respects with all Applicable Laws. Seller has not received written notification from any Governmental Entity (i) asserting a violation of any Applicable Law regarding the conduct of the Wafer Business; (ii) threatening to revoke any material Permit; or (iii) restricting or in any way limiting its operations as currently conducted, except for notices of violations, revocations or restrictions.

(b) Seller possesses all material Permits issued by, and have made all declarations and filings with, the appropriate Governmental Entities that are necessary for the ownership, lease, use and operation of the Acquired Assets (collectively, the "Seller Permits"). Section 5.12(b) of the Disclosure Letter sets forth, as of the Execution Date, a true and correct list of all material Seller Permits in effect and a true and correct list of all material pending applications for Permits, that would be Seller Permits if issued or granted and all material pending applications by Seller for modification, extension or renewal of the Seller Permits. Seller has operated the Wafer Business in compliance in all material respects with the terms and conditions of the Seller Permits, and Seller not has received any written notice alleging any such failure to comply. Seller has not received notice of any revocation or modification of any such Permit or has any reason to believe that any such Permit will not be renewed in the ordinary course.

Section 5.13 Taxes.

(a) Seller has timely filed or caused to be filed all United States federal, state, local and non-United States Tax Returns required to have been filed that are material to the Acquired Assets, taken as a whole, and each such Tax Return is true, complete and correct in all material respects.

(b) Seller has timely paid or caused to be timely paid all Taxes shown to be due and payable by it or them on the returns referred to in Section 5.13(a) and all other Taxes or assessments (or made adequate provision (in accordance with GAAP) for the payment of all Taxes due) with respect to all periods or portions thereof ending on or before the Closing Date (except Taxes or assessments that are being contested in good faith by appropriate proceedings and for which Seller has set aside on its books adequate reserves in accordance with GAAP), which Taxes, if not paid or adequately provided for, would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) Except as set forth in Section 5.13(c) of the Disclosure Letter to Seller's Knowledge, there are no material United States federal, state, local or non-United States federal or provincial audits, examinations, investigations or other administrative proceedings or court proceedings have been commenced or are presently pending or threatened in writing with regard to any Taxes or Tax Returns with respect to the Acquired Assets. There is no material unresolved dispute or claim concerning any Tax liability with respect to the Acquired Assets either claimed or raised by any Tax Authority in writing. There are no outstanding agreements or waivers extending the applicable statutory periods of limitation for Taxes associated with the Acquired Assets that will be binding upon Purchaser after the Closing Date.

(d) Except as set forth in Section 5.13(d) of the Disclosure Letter, there are no statutory Liens for Taxes upon any of the Acquired Assets or the Wafer Business.

Section 5.14 Employment Matters.

(a) To Seller's Knowledge, Seller's relations with its Employees are good under the circumstances of Seller's financial condition and prospects. Seller is in compliance in all material respects with all Applicable Laws respecting employment and employment practices, terms and conditions of employment and wages and hours.

(b) Seller is not engaged in any unfair labor practice or other unlawful employment practice. Except as disclosed on Section 5.14(b) of the Disclosure Letter, there are no unfair labor practice charges or other employee-related complaints or claims against Seller pending or, to Seller's Knowledge, threatened before the National Labor Relations Board, the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, the Department of Labor or any other Governmental Entity by or concerning the Employees, independent contractors or consultants of Seller, that if decided adversely would reasonably be expected to have a Material Adverse Effect. Except as disclosed on Section 5.14(b) of the Disclosure Letter, for the three (3) year period prior to the date of this Agreement, Seller has not (i) been notified in writing by any Governmental Entity of any alleged violation by Seller of Applicable Law that remains unresolved respecting employment, employment practices or terms and conditions of employment, or (ii) received any written notice of the intent of any Governmental Entity to conduct an investigation of Seller and, to Seller's Knowledge, no such investigation is in progress.

(c) Seller is not (i) party to any collective bargaining agreement, (ii) currently negotiating any collective bargaining agreement, or (iii) obligated to negotiate any collective bargaining agreement with its Employees.

(d) All material levies, assessments and penalties made against Seller pursuant to all applicable workers compensation legislation as of the date hereof have been paid by Seller, and Seller has not been reassessed under any such legislation.

(e) Section 5.14(e) of the Disclosure Letter lists, as of the date of this Agreement, a true and complete list of each (i) deferred compensation plan, (ii) incentive compensation plan, (iii) equity compensation plan, (iv) "employee benefit plan" (within the meaning of Section 3(3) of ERISA, (v) employment, termination, severance or "change in control" agreement, and (vi) other employee benefit plan, fund, program, agreement or arrangement, in each case, that is sponsored, maintained or contributed to or required to be contributed to by Seller or by any trade or business, whether or not incorporated (an "ERISA Affiliate"), that together with Seller would be deemed a "single employer" within the meaning of Section 4001(b) of ERISA, or to which Seller or any ERISA Affiliate have any Liability or is a party, for the benefit of any Employee, consultant or director or any former Employee, consultant or director of Seller (each such plan is referred to herein as a "Benefit Plan" and each such Person is referred to herein as a "Service Provider"). Each Benefit Plan is operated, funded and administered in all material respects in accordance with its terms and the terms of Applicable Law (including ERISA and the Code). True and complete copies of all Benefit Plans, including, but not limited to, any trust instruments and insurance contracts forming a part of any Benefit Plans, and all amendments thereto have been made available to Purchaser. Each Benefit Plan which is an "employee pension benefit plan" within the meaning of Section 3(2) of ERISA ("Pension Plan") and which is intended to be qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), has received a favorable determination letter from the Internal Revenue Service. All liabilities or expenses of the Seller in respect of any Benefit Plan (including workers compensation) which have not been paid, have been properly accrued on the Seller's most recent financial statements in compliance with GAAP. All contributions (including all employer contributions and employee salary reduction contributions) or premium payments required to have been made under the terms of any Benefit Plan, or in accordance with applicable law, as of the date hereof have been timely made or reflected on the Seller's financial statements in accordance with GAAP.

(f) Neither the Seller or any ERISA Affiliate has ever maintained, contributed to or had any liability with respect to any employee benefit plan subject to Title IV or Section 302 of ERISA or Sections 412 or 430 of the Code.

(g) As of the date hereof, there are no pending or, to Seller's Knowledge, threatened or anticipated claims by or on behalf of any Benefit Plan, by any Service Provider or beneficiary covered under any such Benefit Plan, or otherwise involving any Benefit Plan (other than routine claims for benefits) that could reasonably result in the imposition of any Liability upon Purchaser.

(h) Neither Seller nor any ERISA Affiliate has any obligation to provide or make available post-employment benefit under any Benefit Plan which is a "welfare plan" (as defined in Section 3(1) of ERISA) for any Service Provider (or their respective beneficiaries) of the Seller, except as may be required under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (otherwise referred to as "COBRA"), and at the sole expense of such individual.

(i) Seller has not incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act or any similar state or local Law ("WARN") within the last six months which remains unsatisfied. No later than five business days prior to the Closing Date, the Seller shall provide Purchaser with a list setting forth the number of employees terminated from each site of employment of Seller during the 90-day period ending on the Closing Date (which list shall not include any employees which may be terminated on the Closing Date at the direction of Purchaser) for reasons qualifying the termination as "employment losses" under WARN and the date of each such termination with respect to each termination; provided, that this sentence shall not apply with respect to any site of employment at which sufficient employees have not been employed at any time in such 90-day period for terminations of employment at such site to be subject to WARN.

(j) Seller has no direct or indirect liability, whether absolute or contingent, with respect to any misclassification of any person as an independent contractor rather than as an employee, or with respect to any employee leased from another employer.

(k) No Subsidiary maintains or sponsors any Benefit Plan that would remain a Benefit Plan of such Subsidiary following the Closing.

Section 5.15 Brokers. Except as disclosed in Section 5.15 of the Disclosure Letter, Seller is not a party to any contract, agreement or understanding with any Person that would give rise to a valid claim against Purchaser for a brokerage commission, finder's fee or like payment in connection with the Transactions.

Section 5.16 Foreign Corrupt Practices Act Compliance. Since January 1, 2009, neither Seller nor, to the Knowledge of Seller, any person or other entity acting on behalf of Seller, has directly or indirectly, on behalf of or with respect to the Wafer Business: (a) made any contributions, payments or gifts of its property to or for the private use of any governmental official, employee or agent where either the payment or the purpose of such contribution, payment or gift is illegal under the laws of the United States, any state thereof or any other jurisdiction (foreign or domestic); (b) either established or maintained any unrecorded fund or asset for any purpose, or made any intentionally false or artificial entries on its books or records for any reason; (c) made any payments to any Person with the intention or understanding that any part of such payment was to be used for any purpose other than that described in the documents supporting the payment; (d) either made any contribution, or reimbursed any political gift or contribution made by any other Person, to candidates for public office, whether federal, state or local, where such contribution or reimbursement would be in violation of applicable law in any material respect; (e) made or received any payment which was not legal in any material respect to make or receive; (f) engaged in any material transaction or made or received any material payment which was not properly recorded on the books of the Company; (g) created or used any "off-book" bank or cash account or "slush fund;" or (h) engaged in any conduct constituting a violation in any material respect of the Foreign Corrupt Practices Act of 1977.

Section 5.17 Environmental Matters.

(a) Except as set forth on Section 5.17(a) of the Disclosure Letter, (i) the operations of Seller are and have been in compliance with all Environmental Laws; (ii) there has been no

Release at any of the properties owned or operated by Seller, or any predecessor in interest thereof, or at any disposal or treatment facility which received Hazardous Materials generated by Seller or any predecessor in interest thereof; (iii) no Environmental Claim has been asserted against Seller or any predecessor in interest thereof nor does Seller have knowledge or notice of any threatened or pending Environmental Claim against Seller or any predecessor in interest thereof; (iv) no Environmental Claims have been asserted against any facilities that may have received Hazardous Materials generated by Seller or any predecessor in interest thereof; (v) no property now or formerly owned or operated by Seller has been used as a treatment, storage, or disposal site for any Hazardous Material (and no such property or facility is contaminated by any such substance); (vi) Seller has not failed to report to the proper Governmental Entity any Release which is required to be so reported by any Environmental Laws; (vii) Seller holds all Permits required under any Environmental Laws in connection with the occupation of any of the properties owned or operated by Seller or the operation of the business carried on by it; and (viii) Seller has not received any notification pursuant to any Environmental Laws that (A) any work, repairs, construction or capital expenditures are required to be made as a condition of continued compliance with any Environmental Laws or any license, permit or approval issued pursuant thereto or (B) any license, permit or approval referred to above is about to be reviewed, made subject to limitations or conditions, revoked, withdrawn or terminated.

(b) Except as described in Section 5.17(b) of the Disclosure Letter, to the Knowledge of Seller, the Real Property does not contain any: (i) under- or above-ground storage tanks, (ii) underground injection wells, (iii) septic tanks in which process wastewater or any Hazardous Materials have been disposed, (iv) asbestos, (v) equipment containing PCBs or (vi) drums buried in the ground, or other landfills, surface impoundments, or disposal areas.

(c) Section 5.17(c) of the Disclosure Letter identifies all environmental, health and/or safety, including process safety management, loss and prevention, investigations, assessments, audits, studies, tests, reviews, reports or sampling results (including but not limited to Phase I or Phase II environmental assessments or environmental audits) relating to the Real Property commissioned by Seller and true and complete copies of such reports have been provided to Purchaser.

(d) Section 5.17(d) of the Disclosure Letter identifies all material Environmental Permits, approvals or authorizations issued by any federal, state or local Government Entity to Seller in connection with the Wafer Business or the Real Property, each such Environmental Permit is valid and enforceable and in full force and effect, and Seller is in compliance, in all material respects, with the terms and conditions of all such Environmental Permits, approvals or authorizations and no other Environmental Permits, approvals or authorizations are necessary for operating the Wafer Business as currently conducted.

Section 5.18 Title to Assets; Sufficiency of Assets.

(a) Seller holds, and subject to the entry of the Sale Order, at the Closing shall cause to be delivered to Purchaser, good and valid title to or, in the case of leased or licensed Acquired Assets, a valid and binding leasehold interest in or license to or rights under (as the case may be), all of the Acquired Assets, free and clear of all Liens, other than Assumed Liabilities and Permitted Liens. All of the Acquired Assets are in good order and repair for assets of comparable

age and past use and are capable of being used in the ordinary course of business in the manner necessary to operate the Wafer Business, except where the failure to be in such condition would not, individually or in the aggregate, reasonably be expected to be adverse in any material respect to the Seller's or the Purchaser's ability to conduct the Wafer Business in the ordinary course of business.

(b) The Acquired Assets, without giving effect to the exclusion of any Wafer Excluded Assets, include all tangible Assets, intangible Assets and Intellectual Property that are necessary for the conduct of the Wafer Business immediately following the Closing Date in substantially the same manner as conducted by Seller prior to the commencement of the Bankruptcy Case, except for Service Providers that are not Transferred Employees.

Section 5.19 Insurance. Section 5.19 of the Disclosure Letter sets forth a true, complete and correct description of all material insurance maintained by or on behalf of Seller as of the date of this Agreement. As of such date, such insurance is in full force and effect.

Section 5.20 Inventory. All Inventory of Seller, whether or not reflected on the financial statements included in the SEC Documents, consists of items of a quality useable or saleable in the ordinary course of business, assuming sufficient market demand. Seller does not hold any Inventory on consignment. All Inventory of Seller is merchantable and fit for the purpose for which it was procured or manufactured and, except as has been written down on the face of the financial statements included in the SEC Documents, or, with respect to Inventory acquired since the date of such financial statements, none of such Inventory is obsolete, damaged or defective.

Section 5.21 Receivables. The Accounts Receivable of Seller reflected on the financial statements included in the SEC Documents and all Accounts Receivable arising subsequent to the date thereof (i) arose from bona fide sales transactions in the ordinary course of business consistent with past practice and are payable on ordinary trade terms, (ii) are legal, valid and binding obligations of the respective debtors enforceable in accordance with their respective terms, (iii) except as set forth on Section 5.21 of the Disclosure Letter, are not subject to any valid material set-off or counterclaim, (iv) do not represent obligations for goods sold on consignment, on approval or on a sale-or-return basis or subject to any other repurchase or return arrangement, and (v) are not the subject of any Actions or order by a Governmental Entity brought by or on behalf of Seller.

ARTICLE VI.

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller that the statements contained in this Article VI are true and correct as of the date of this Agreement.

Section 6.1 Organization. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.

Section 6.2 Authorization; Enforceability. Purchaser has all requisite power and authority to enter into this Agreement and the other Ancillary Agreements to which Purchaser is a party. The execution, delivery and performance by Purchaser of this Agreement and each of the other Ancillary Agreements to which Purchaser is a party, and the consummation by Purchaser of the Transactions (including the authorization to credit bid for the Acquired Assets), have been duly authorized by all necessary action on the part of Purchaser. Subject to the entry of the Sale Order, this Agreement and, when executed, each other Ancillary Agreement to which Purchaser is a party, have been duly and validly executed and delivered by Purchaser and, assuming due and valid execution and delivery by Seller, constitute the valid and binding obligation of Purchaser, enforceable against them in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency, and the relief of debtors and other laws of general application affecting enforcement of creditors' rights generally, rules of law governing specific performance, injunctive relief and other equitable remedies.

Section 6.3 No Conflicts. Subject to the entry of the Sale Order, the execution, delivery and performance of this Agreement and each other Ancillary Agreement, and the consummation of the Transactions will not (a) result in a violation of the Organizational Documents of Purchaser or (b) assuming receipt of all required consents and approvals from Governmental Entities in accordance with Section 9.1(b) and Section 9.2(e), result in a violation of any law, statute, rule or regulation of any Governmental Entity or any applicable order of any court or any rule, regulation or order of any Governmental Entity applicable to Purchaser or by which any property or asset of Purchaser is bound, except for violations which, individually or in the aggregate, has not had and would not reasonably be likely to have a Purchaser Material Adverse Effect.

Section 6.4 Consents and Approvals. Except as set forth in this Agreement, no consent, approval, authorization, order, registration or qualification of or with any Governmental Entity having jurisdiction over Purchaser or any of its properties is required for the execution and delivery by Purchaser of the Agreement and the Ancillary Agreements and performance of and compliance by Purchaser with all of the provisions hereof and thereof and the consummation of the Transactions, except (a) the entry of the Sale Order and the expiration, or waiver by the Bankruptcy Court, of the 14-day period set forth in Bankruptcy Rules 6004(h) and 3020(e), (b) filings with respect to and any consents, approvals or expiration or termination of any waiting period, required under any United States or foreign antitrust investment laws which may include the HSR Act and any other Regulatory Approvals required, and (c) such other consents, approvals, authorizations, registrations or qualifications the absence of which will not have or would not reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect.

Section 6.5 Financial Capability. Purchaser (a) has as of the date of this Agreement and will have on the Closing Date sufficient funds available to pay the Purchase Price and any expenses incurred by Purchaser in connection with the Transactions, and (b) has as of the date of this Agreement and will have on the Closing Date the resources and capabilities (financial or otherwise) to perform its obligations hereunder.

Section 6.6 Broker's, Finder's or Similar Fees. There are no brokerage commissions, finder's fees or similar fees or commissions payable by Purchaser in connection with the Transactions.

Section 6.7 No Other Representations or Warranties. Notwithstanding anything contained in this Agreement to the contrary, Purchaser acknowledges and agrees that none of Seller, its Affiliates or any other Person is making any representations or warranties whatsoever, express or implied, beyond those expressly given by Seller in Article V (as modified by the Disclosure Letter), or with respect to any other information provided to the Purchaser in connection with the transaction contemplated hereby, including without limitation as to the probable success or profitability of the ownership, use or operation of the Wafer Business and the Acquired Assets after Closing. Purchaser further represents that none of Seller, its Affiliates or any other Person has made any representation or warranty, express or implied as to the accuracy or completeness of any information regarding Seller, the Wafer Business or the transactions contemplated by this Agreement not expressly set forth in this Agreement, and none of Seller, its Affiliates or any other Person will have or be subject to liability to Purchaser or any other Person resulting from the distribution to Purchaser or its Representatives of Purchaser's use of, any such information, including data room information provided to Purchaser or its representatives, in connection with the sale of the Wafer Business and the Transactions. Purchaser acknowledges that it has conducted to its satisfaction its own independent investigation of the Wafer Business and, in making the determination to proceed with the Transactions, Purchaser has relied on the results of its own independent investigation.

ARTICLE VII.

BANKRUPTCY COURT MATTERS

Section 7.1 Bankruptcy Actions. Seller shall use its commercially reasonable efforts to obtain the entry of the Bidding Procedures Order and the Sale Order on the Bankruptcy Court's docket. Purchaser covenants and agrees that it shall cooperate with Seller in connection with furnishing information or documents to Seller to satisfy the requirements of adequate assurance of future performance under section 365(f)(2)(B) of the Bankruptcy Code.

Section 7.2 Bidding Procedures. The bidding procedures (the "Bidding Procedures") to be employed with respect to the Auction process shall be those reflected in the Bidding Procedures Order substantially in the form of Exhibit D hereto, with only such changes as approved by the Purchaser in its reasonable discretion (the "Bidding Procedures Order").

Section 7.3 Conduct of the Auction. At the Auction, in accordance with the Bidding Procedures Order and notwithstanding any other provision of this Agreement, Purchaser shall be permitted to bid on individual Lots, a combination of Lots or individual Assets within certain Lots as Purchaser may elect; provided, that, Purchaser shall submit a bid for the Core Assets. Purchaser shall be entitled to: (i) allocate the Purchase Price among the Lots in the discretion of the Purchaser, (ii) reallocate the Purchase Price during the Auction in the discretion of the Purchaser; (iii) reduce the Purchase Price to the extent that it is not the Prevailing Bidder with respect to any Lot, and (iv) submit additional bids and make additional modifications to this Agreement at the Auction; except that Purchaser may not exclude any assets from the Core

Assets other than the Wafer Excluded Assets and any purchase of the Core Assets shall be on terms consistent with this Agreement.

Section 7.4 Sale Order. Seller shall use commercially reasonable efforts to obtain entry of the Sale Order approving the transactions contemplated by this Agreement and such Sale Order shall be in form and substance satisfactory to Purchaser in its reasonable discretion granting, among other things, that (i) such sale shall be, to the fullest extent permitted by the Bankruptcy Code, pursuant to Sections 105, 363(b) and 363(f) of the Bankruptcy Code, free and clear of all Liens other than Permitted Liens and Assumed Liabilities; (ii) all Contracts required to be assumed by Seller and assigned to Purchaser are so assumed and assigned free and clear of all Liens and Retained Liabilities other than Permitted Liens and Assumed Liabilities to the fullest extent permitted by Section 365 of the Bankruptcy Code, subject to Section 2.6; (iii) Purchaser is deemed to have purchased the Acquired Assets in good faith pursuant to Section 363(m) of the Bankruptcy Code; and (iv) Seller is authorized and directed to execute, upon request by Purchaser, one or more assignments in form, substance, and number reasonably acceptable to Purchaser, evidencing the conveyance of the Acquired Assets to Purchaser.

ARTICLE VIII.

COVENANTS

Section 8.1 Interim Operations of the Wafer Business. From the Execution Date through the Closing Date, subject to any limitations imposed on Seller as a result of its status as debtor-in-possession in the Bankruptcy Case, Seller shall use its commercially reasonable efforts to ensure that, and Seller covenants and agrees that, except as expressly provided in this Agreement, contemplated by the Transition Budget or the Cash Collateral Order, required by Applicable Law or as may be agreed in writing by Purchaser:

(a) the Wafer Business shall be conducted only in the ordinary course (including the sale of Inventory) in accordance with the Transition Budget and Seller shall use commercially reasonable efforts to preserve intact the business organization of the Wafer Business and maintain the existing relations with customers, suppliers, vendors, creditors, business partners and others having business dealings with the Wafer Business;

(b) Seller shall use commercially reasonable efforts to, maintain, preserve and protect all of the Acquired Assets in the condition in which they exist on the date hereof, except for ordinary wear and tear and except for (i) replacements, modifications or maintenance in the ordinary course of business and (ii) any Acquired Assets not reasonably beneficial for operating the Wafer Business in accordance with the Wafer Budget if Seller determines that cost of maintenance is not justified;

(c) Seller shall use commercially reasonable efforts not to (i) modify, amend, reject, waive any rights under or terminate any Designated Contract or (ii) waive, release, compromise, settle or assign any material rights or claims related to any Designated Contract;

(d) Seller shall use commercially reasonable efforts to perform in all material respects the obligations required to be performed by Seller under the Designated Contracts, other than to cure pre-petition monetary defaults;

(e) Except as permitted by the Bidding Procedures Order, Seller shall not (i) issue, sell, pledge, dispose of or encumber, or authorize the issuance, sale, pledge, disposition or encumbrance of, any equity interest of itself or any equity interest of, or similar interest in, a joint venture or similar arrangement to which Seller is a party which is an Acquired Asset hereunder, (ii) alter, whether through a complete or partial liquidation, dissolution, merger, consolidation, restructuring, reorganization or in any other manner, the legal structure or ownership of itself or any other Seller or any joint venture or similar arrangement to which Seller is a party which is an Acquired Asset hereunder, (iii) sell, lease, mortgage, pledge, grant a lien, mortgage, pledge, security interest, charge, claim or other encumbrance of any kind or nature on or otherwise encumber or dispose of any of the Acquired Assets, except for dispositions of inventory and obsolete equipment in the ordinary course of business or (iv) propose, adopt or approve a plan with respect to any of the foregoing;

(f) Seller shall not institute any increase (including any increase in coverage) in any Benefit Plan with respect to directors or Service Providers of Seller;

(g) Seller shall not increase the compensation (including salary, bonus or incentive compensation) of, or promote any of, the Service Providers to Seller, provided that Sellers may institute the key employee incentive plan contemplated by the Transition Budget to the extent approved by the Bankruptcy Court;

(h) enter into any employment, deferred compensation, severance, consulting, independent contractor, nondisclosure, non-competition or similar agreement (or amend in any material manner that is adverse to the Wafer Business any such agreement) to which any Seller is a party or involving any of its directors, officers or employees in his or her capacity as a director, officer or employee of Seller; and

(i) Seller shall not enter into any Contract, directly or indirectly, unilaterally or in concert, and whether orally, in writing, formally or informally, to do any of the foregoing or assist or cooperate with any other Person in doing any of the foregoing, or authorize, recommend, propose or announce an intention to do any of the foregoing.

During the period from the Execution Date and continuing until the earlier of the termination of this Agreement in accordance with Article X and the Closing Date, Seller shall cause the Foreign Subsidiaries constituting Acquired Assets to comply with the terms and provisions of Section 8.1 as if such terms and provisions were applicable to the Foreign Subsidiaries by applying such terms and provisions mutatis mutandis (such that all changes and modifications to the defined terms and other terminology used in such terms and provisions shall be made so that such terms and provisions can be applied in a logical manner to the Foreign Subsidiaries)

Section 8.2 Access.

(a) Subject to the Confidentiality Agreement, from the Execution Date until the earlier of (i) termination of this Agreement and (ii) the Closing, Seller will, (w) upon reasonable

notice, give Purchaser and its employees, accountants, financial advisors, counsel and other representatives reasonable access during normal business hours to the offices, properties, books and records of Seller relating to the Acquired Assets, the Assumed Liabilities, and the Wafer Business; (x) furnish to Purchaser such financial and operating data and other information relating to the Acquired Assets, the Assumed Liabilities, and the Wafer Business as may be reasonably requested; and (y) instruct the executive officers and senior business managers, Employees, counsel, auditors and financial advisors of Seller to cooperate with Purchaser's employees, accountants, counsel and other representatives; provided, that (A) all activities covered by this Section 8.2(a) shall be at the sole cost and expense of Purchaser and (B) that any such activities pursuant to this provision shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of Seller. Notwithstanding anything herein to the contrary, no such investigation or examination shall be permitted to the extent that it would require Seller to disclose information, (i) subject to attorney-client privilege or that conflicts with any confidentiality obligations to which Seller is bound, (ii) related to pricing or other matters that are highly competitively sensitive or (iii) that would otherwise in the exercise of Seller's good faith judgment, be inappropriate in light of the Bankruptcy Case.

(b) Purchaser shall cooperate with Seller and make available to Seller such documents, books, records or information Transferred to Purchaser and relating to activities of the Acquired Assets, the Assumed Liabilities, and the Wafer Business prior to the Closing as Seller may reasonably require after the Closing in connection with any Tax determination or contractual obligations to Third Parties or to defend or prepare for the defense of any claim against Seller or to prosecute or prepare for the prosecution of claims against Third Parties by Seller relating to the conduct of the Wafer Business by Seller prior to the Closing or in connection with any governmental investigation of Seller or any of its Affiliates; provided that any such activities pursuant to this provision shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of Purchaser.

(c) No party shall destroy any files or records which are subject to this Section 8.2 without giving reasonable notice to the other parties, and within 15 days of receipt of such notice, any such other party may cause to be delivered to it the records intended to be destroyed, at such other party's expense.

Section 8.3 Efforts and Actions to Cause Closing to Occur. At all times prior to the Closing, upon the terms and subject to the conditions of this Agreement, Seller and Purchaser shall use their commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done all things necessary, proper or advisable (subject to any Applicable Laws) to cause the Closing Date to occur and consummate the Closing and the other Transactions as promptly as practicable including, the preparation and filing of all forms, registrations and notices required to be filed to cause the Closing Date to occur and consummate the Closing and the other Transactions and the taking of such actions as are necessary to obtain any requisite approvals, authorizations, consents, releases, orders, licenses, Permits, qualifications, exemptions or waivers by any Third Party or Governmental Entity.

Section 8.4 HSR Act.

(a) Subject to the terms and conditions of this Agreement, each party shall use its commercially reasonable efforts to (i) take, or cause to be taken, all actions and to do, or cause to be done, all things necessary under applicable Laws to consummate the transactions contemplated by this Agreement; (ii) if required, file a Notification and Report Form pursuant to the HSR Act with respect to the transactions contemplated hereby within five Business Days after entry of the Sale Order; (iii) supply as promptly as practicable any additional information and documentary material that may be requested or required pursuant to any Antitrust Law, including the HSR Act and (iv) if applicable, cause the expiration or termination of the applicable waiting periods under the HSR Act or any other Antitrust Law as soon as practicable.

(b) Each of the parties shall use commercially reasonable efforts to (a) cooperate with each other in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private party; (b) keep the other parties informed in all material respects of any material communication received by such party from, or given by such party to, any Governmental Entity and of any material communication received or given in connection with any proceeding by a private party, in each case regarding any of the transactions contemplated hereby and (c) permit the other party to review any material communication given to it by, and consult with each other in advance of any meeting or conference with any Governmental Entity, including in connection with any proceeding by a private party. The foregoing obligations in this Section 8.4 shall be subject to the Confidentiality Agreement and any attorney-client, work product or other privilege, and each of the parties hereto shall coordinate and cooperate fully with the other parties hereto in exchanging such information and providing such assistance as such other parties may reasonably request in connection with the foregoing and in seeking early termination of any applicable waiting periods under Antitrust Law. The parties will not take any action that will have the effect of delaying, impairing or impeding the receipt of any required authorizations, consents, Orders or approvals. "Antitrust Law" means the Sherman Act, as amended, the Clayton Act, as amended, the HSR Act, the Federal Trade Commission Act, as amended, and all other Applicable Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition. Fees incurred in connection with complying with any Antitrust Law shall be borne solely by Seller.

(c) If any objections are asserted with respect to the transactions contemplated hereby under any Antitrust Law or if any suit is instituted by any Governmental Entity or any private party challenging any of the transactions contemplated hereby as violative of any Antitrust Law or if the filing pursuant to Section 8.4 is reasonably likely to be rejected or conditioned by federal or a state Governmental Entity, each of the parties shall use commercially reasonable efforts to resolve such objections or challenge as such Governmental Entity or private party may have to such transactions, including to vacate, lift, reverse or overturn any Action, whether temporary, preliminary or permanent, so as to permit consummation of the transactions contemplated by this Agreement.

(d) Seller shall provide commercially reasonable assistance to Purchaser to assist Purchaser in (i) obtaining or (ii) the transfer of Permits from Seller to Purchaser. Any and all fees required by any Governmental Entity or any Person to obtain or for the transfer of a Permit shall be the sole responsibility of Seller.

Section 8.5 Notification of Certain Matters. Seller shall give written notice to Purchaser promptly after becoming aware of (i) the occurrence of any event, which would be likely to cause any condition set forth in Article IX to be unsatisfied in any material respect at any time from the date hereof to the Closing Date or (ii) any notice or other communication from (x) any Person alleging that the consent of such Person is or may be required in connection with any of the Transactions or (y) any Governmental Entity in connection with any of the Transactions; provided, however, that the delivery of any notice pursuant to this Section 8.5 shall not limit or otherwise affect the remedies available hereunder to Purchaser.

Section 8.6 Casualty Loss. Notwithstanding any provision in this Agreement to the contrary, if, before the Closing, all or any portion of the Acquired Assets is (a) condemned or taken by eminent domain, or (b) a material portion is damaged or destroyed by fire or other casualty, Seller shall notify Purchaser promptly in writing of such fact, and (i) in the case of condemnation or taking, Seller shall assign or pay, as the case may be, any proceeds thereof to Purchaser at the Closing, and (ii) in the case of fire or other casualty, Seller shall, at its option, either restore such damage or assign the insurance proceeds therefrom to Purchaser at Closing. Notwithstanding the foregoing, the provisions of this Section 8.6 shall not in any way modify Purchaser's other rights under this Agreement, including any applicable right to terminate the Agreement if any condemnation, taking, damage or other destruction resulted in a Material Adverse Effect.

Section 8.7 Employee Matters.

(a) Purchaser shall notify Seller prior to the Bid Deadline which Employees of Seller to whom Purchaser intends to make offers of employment, which Employees shall include at least the Employees required to implement the business plan embodied in the Wafer Budget (such Employees who accept such offer are hereinafter referred to as the "Transferred Employees"). Any such offers shall be on terms that include the same salary or hourly pay as currently being paid and with a severance program at least as favorable as the current program summarized in Section 5.14(e) of the Seller Disclosure Schedule and with other benefits that are comparable (in the aggregate) to the employee's current benefits as of the Execution Date, and on such other terms and conditions as Purchaser shall in its sole discretion deem appropriate. The employment offer will be timed with the intention of making the Transferred Employee's first day of employment effective as of the Closing Date. Transferred Employees' employment with the Purchaser or any of its Affiliates will be "at will" and nothing contained in this Agreement or any other communication shall constitute a contract of employment and the Transferred Employees shall not be a third party beneficiary of this Agreement. Seller will reasonably cooperate with the Purchaser in any offer of employment that Purchaser may extend and Seller shall terminate the employment of each Transferred Employee on the Closing Date.

(b) All Liabilities to, or relating to, the Benefit Plans, and all Liabilities to, or relating to, any such Service Provider shall be Retained Liabilities, and Purchaser shall have no obligation or liability with respect to such Benefit Plans, arrangements or agreements. Purchaser and Seller shall take all actions necessary to cause the retention by Seller of all such Benefit Plans with effect as of the Closing Date, any Subsidiary that has Service Providers that participate in any Benefit Plan of Seller shall cease to be a participating employer in any such Plans and Seller shall take all actions necessary to effectuate the foregoing.

(c) All Liabilities in respect of each Transferred Employee have or shall have been paid by Seller prior to the date upon which the Transferred Employee commences employment with Purchaser, including premium contributions, remittance and assessments for unemployment insurance, employer health tax, income tax, workers' compensation and any other employment related legislation, accrued wages, taxes, salaries, commissions and employee benefit plan payments. There are no outstanding, pending, threatened or anticipated assessments, actions, causes of action, claims, complaints, demands, orders, prosecutions or suits against Seller or its or their respective directors, officers or agents pursuant to or under any Applicable Laws, unemployment insurance, income tax, employer health tax, employment standards, labor relations, occupational health and safety, human rights, workers' compensation and pay equity. Seller have no obligation to re-instate any Employees in connection with the Wafer Business.

(d) To the extent that any obligations might arise under WARN or under any similar provision of any United States federal, state, regional, non-United States or local law, rule or regulation as a consequence of the Transactions, Seller shall be responsible for therefor to the extent arising as a result of any employment losses to Employees of Seller occurring prior to the Closing Date.

(e) Seller shall reasonably cooperate, to the extent permitted by law, with the Purchaser's attempt to obtain information relating to the Transferred Employees, including making available to Purchaser Service Providers' personnel files and performance evaluations. Any such information of the Transferred Employees shall be an Acquired Asset.

Section 8.8 Subsequent Actions. If at any time after the Closing Date, Purchaser or Seller consider or are advised that any deeds, bills of sale, instruments of conveyance, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm ownership (of record or otherwise) in Purchaser, its right, title or interest in, to or under any or all of the Acquired Assets or otherwise to carry out this Agreement, including the assumption of the Assumed Liabilities, Purchaser or Seller shall at Purchaser's expense, execute and deliver all deeds, bills of sale, instruments of conveyance, powers of attorney, assignments, assumptions and assurances and take and do all such other actions and things as may be requested by the other party in order to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in Purchaser or otherwise to carry out this Agreement.

Section 8.9 Publicity. Prior to the Closing and without limiting or restricting any party from making any filing with the Bankruptcy Court with respect to this Agreement or the Transactions and upon 24 hours advance notice of such public announcement or press release, no party shall issue any press release or public announcement concerning this Agreement or the Transactions without obtaining the prior written approval of the other party, which approval will not be unreasonably withheld or delayed, unless, in the reasonable judgment of Purchaser or Seller, disclosure is otherwise required by Applicable Law, the Bankruptcy Code or the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement or by the applicable rules of the Securities Exchange Commission or any stock exchange on which Purchaser lists securities, provided that the party intending to make such release shall use its reasonable best efforts consistent with such Applicable Law, the

Bankruptcy Code or Bankruptcy Court requirement to consult with the other party with respect to the text thereof.

Section 8.10 Tax Matters.

(a) The Purchaser and the Seller agree that the Purchase Price is exclusive of any Transfer Taxes. Seller shall promptly pay directly to the appropriate Tax Authority all applicable Transfer Taxes that may be imposed upon or payable or collectible or incurred in connection with this Agreement or the transactions contemplated herein, or that may be imposed upon or payable or collectible or incurred in connection with the Transactions.

(b) In the event that Seller elects to file a plan of reorganization or liquidation in conjunction with the Transactions, Purchaser and Seller covenant and agree that they will use their commercially reasonable efforts to obtain an order from the Bankruptcy Court pursuant to section 1146 of the Bankruptcy Code exempting, to the maximum extent possible, the Transfer of the Acquired Assets from Seller to Purchaser from any and all Transfer Taxes. To the extent the Transactions or any portion of the Transactions are not exempt from Transfer Taxes under section 1146 of the Bankruptcy Code, Purchaser shall be responsible for and shall pay all Transfer Taxes in accordance with Section 8.10. Purchaser and Seller shall cooperate in providing each other with any appropriate certification and other similar documentation relating to exemption from Transfer Taxes (including any appropriate resale exemption certifications), as provided under Applicable Law.

(c) Purchaser and Seller agree to furnish, or cause their Affiliates to furnish, to each other, upon request, as promptly as practicable, such information and assistance relating to the Acquired Assets or the Wafer Business (including access to books and records) as is reasonably necessary for the filing of all Tax Returns, and making of any election related to Taxes, the preparation for any audit by any taxing authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax Return. Purchaser and Seller shall cooperate, and cause their Affiliates to cooperate, with each other in the conduct of any audit or other proceeding related to Taxes and each shall execute and deliver such powers of attorney and other documents as are reasonably necessary to carry out the intent of this Section 8.10(c). Purchaser and Seller shall provide, or cause their Affiliates to provide, timely notice to each other in writing of any pending or threatened tax audits, assessments or litigation with respect to the Acquired Assets or the Wafer Business for any taxable period for which the other party may have liability under this Agreement. Purchaser and Seller shall furnish, or cause their respective Affiliates to furnish, to each other copies of all correspondence received from any taxing authority in connection with any tax audit or information request with respect to any taxable period for which the other party or its Affiliates may have liability under this Agreement.

(d) Real and personal property Taxes and assessments, and all rents, utilities and other charges, on the Acquired Assets for any taxable period commencing on or prior to the Closing Date and ending after the Closing Date (the "Straddle Period Property Tax") shall be prorated on a per diem basis between Purchaser and Seller as of the Closing Date; provided, however, that Seller shall not be responsible for, or benefit from, any increased or decreased assessments on real or personal property resulting from the transactions contemplated hereby. All such prorations of Straddle Period Property Taxes shall be allocated so that items relating to

time periods ending on or prior to the Closing Date shall be allocated to Seller and items relating to time periods beginning after the Closing Date shall be allocated to Purchaser. The amount of all such prorations shall be settled and paid on the Closing Date. If any of the rates for the Straddle Period Property Taxes for any taxable period commencing on or prior to the Closing Date and ending after the Closing Date are not established by the Closing Date, the prorations shall be made on the basis of such rates in effect for the preceding taxable period. The apportioned obligations under this Section 8.10(d) shall be shall be timely paid and all applicable filings made in the same manner as set forth for the apportioned Transfer Taxes in Section 8.10(a) and (b).

Section 8.11 Rejection of Designated Contracts. Seller shall not reject any Designated Contracts pursuant to the Bankruptcy Case without the prior written consent of Purchaser.

Section 8.12 Certain Purchaser Pre-Closing Covenants. Subject in all respects to the requirements and restrictions of, or as may result from or relate to, the Bankruptcy Case and orders entered therein (including the Sale Order), from the Execution Date to the Closing Date, except as otherwise consented to in writing by Seller, Purchaser shall offer to each of Seller's Chief Financial Officer and General Counsel an opportunity to provide transition services on a full-time basis to Purchaser for a three-month period and an aggregate fee of $75,000 (each) for such period and such agreements will contain non-competition clauses for the duration of the transition contracts.

Section 8.13 Certain Purchaser Post-Closing Covenants. Following the Closing, Purchaser shall use commercially reasonable efforts to operate the Wafer Business in accordance with the Wafer Budget and the Side Letter, subject to the conditions in the Side Letter.

Section 8.14 Books and Records. At or promptly after the Closing, Seller shall deliver to Purchaser all books and records pertaining to the Acquired Assets that are in Seller's possession or control; provided, however, that Seller shall be entitled to make and retain a copy of any and all books and records delivered to Purchaser.

Section 8.15 Indenture Trustee. Other than with respect to the obligation to credit bid the obligations of the Secured Notes pursuant to Section 3.1, the Indenture Trustee is not responsible for the performance of the Purchaser's obligations under this Agreement, except to reduce the amount of the Secured Notes by the amount of the credit bid, as of the Closing Date.

ARTICLE IX.

CONDITIONS

Section 9.1 Conditions Precedent to Performance by Seller and Purchaser. The respective obligations of Seller and Purchaser to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver, on or prior to the Closing Date, of the following conditions:

(a) Bankruptcy Matters.

(i) The Bankruptcy Court shall have entered the Sale Order in form and substance acceptable to Purchaser in Purchaser's reasonable discretion by November 9, 2011 (subject to extension as permitted by the Support Agreement). The Sale Order shall declare the Purchaser as the Prevailing Bidder and the Sale Order shall not be the subject of a pending appeal and shall not have been stayed, vacated, modified or supplemented without the prior written consent of Purchaser.

(ii) The Bankruptcy Court shall not have entered an order (x) appointing a trustee or an examiner with expanded powers, or (y) dismissing Seller's Bankruptcy Case or converting Seller's Bankruptcy Case to a case under chapter 7 of the Bankruptcy Code.

(b) Antitrust and Regulatory Approvals. If applicable, the waiting periods for the transactions contemplated under this Agreement under the HSR Act, and any other Antitrust Law shall have expired or terminated any other Regulatory Approvals have been obtained.

(c) No Order. No order, statute, rule, regulation, executive order, injunction, stay, decree, directive, or restraining order shall have been enacted, entered, promulgated or enforced by any court of competent jurisdiction or Governmental Entity that would (i) prevent the consummation of any of the transactions contemplated by this Agreement or (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, nor shall any such order, statute, rule, regulation, executive order, injunction, stay, decree, directive, or restraining order be in effect. No Action shall be pending before any Governmental Entity or before any arbitral body wherein an unfavorable injunction, judgment, order, decree, ruling, directive or charge would (x) prevent consummation of any of the transactions contemplated by this Agreement or (y) cause any of the transactions contemplated by this Agreement to be rescinded following consummation.

Section 9.2 Conditions to Obligations of Purchaser. The obligations of Purchaser to consummate the Closing shall be subject to the satisfaction (or waiver by Purchaser) on or prior to the Closing Date, of the following conditions:

(a) Material Adverse Effect. Since the Petition Date, there shall not have occurred and be continuing any Material Adverse Effect.

(b) Seller's Representations and Warranties. The representations and warranties made by Seller in Article V of this Agreement shall be true and correct in all respects as of the Closing, in each case as though made at and as of such time (or, if made as of a specific date, at and as of such date), except to the extent such failures to be true and correct do not individually or in the aggregate constitute a Material Adverse Effect (except for representations and warranties which are qualified by "material" or "Material Adverse Effect", which such representations and warranties shall be true and correct in all respects).

(c) Seller's Performance of Covenants. Seller shall not have failed to perform in any material respect any material obligation or to comply in any material respect with any material

agreement or material covenant of Seller to be performed or complied with by them under this Agreement.

(d) Certificate of Seller's Officers. Purchaser shall have received from Seller a certificate, dated the Closing Date, duly executed by the Chief Executive Officer, and the Chief Financial Officers of Seller, reasonably satisfactory in form to Purchaser, to the effect of paragraph (a) through (c) above.

(e) Consents, Approvals and Permits.

(i) All consents and approvals of any Person (other than a Governmental Entity) set forth in Section 9.2(e) of the Disclosure Letter shall have been obtained, except to the extent that the requirement for a particular consent or approval is rendered inapplicable by the Sale Order or other order of the Bankruptcy Court, if applicable. A copy of each such consent or approval referred to in this Section 9.2(e) shall have been provided to Purchaser at or prior to the Closing.

(ii) All Permits necessary for the operation of the Wafer Business included in the Acquired Assets will be Transferred to Purchaser or have been obtained by Purchaser except where the failure to Transfer or obtain would not constitute a Material Adverse Effect.

(iii) Without limiting the generality of Section 9.2(e)(i) and subject to Section 9.4, to the extent the Devens Lease is not a Devens Excluded Asset, with respect to Purchaser's obligation to acquire the Devens Assets, Purchaser shall have obtained the consent of Mass Dev to assign the Devens Lease in a manner and subject to such terms and conditions that are satisfactory to Purchaser in its sole and absolute discretion.

(f) Bill of Sale; Conveyance Documents. Seller shall have duly executed and delivered to Purchaser the documents set forth in Section 4.2.

(g) HSTIC Waiver. Only to the extent the shares of capital stock of Evergreen (Wuhan) and the Evergreen (Wuhan) Contracts are included in the Acquired Assets, HSTIC shall have waived its rights under the Evergreen (Wuhan) Contracts to cause Seller to purchase the shares of capital stock held by HSTIC as a result of the commencement of the Bankruptcy Case and the consummation of the Transactions.

(h) Support Agreement. No Requisite Supporting Noteholder Termination Event (as defined in the Support Agreement) shall have occurred under the Support Agreement which gives the noteholders thereunder a right to terminate the Support Agreement.

The foregoing conditions in this Section 9.2 are for the sole benefit of Purchaser and may be waived by Purchaser, in whole or in part, at any time and from time to time in its sole discretion. The failure by Purchaser at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

Section 9.3 Conditions to Obligations of Seller. The obligations of Seller to consummate the Closing shall be subject to the satisfaction (or waiver by Seller) on or prior to the Closing Date, of the following conditions:

(a) Representations and Warranties. All representations and warranties made by Purchaser in Article VI of this Agreement shall be true and correct in all respects on and as of the Closing Date as if again made by Purchaser on and as of such date (or, if made as of a specific date, at and as of such date) except to the extent such failures to be true and correct do not individually or in the aggregate constitute a Purchaser Material Adverse Effect (except for such representations and warranties which are qualified by "material" or "Purchaser Material Adverse Effect", which such representations and warranties shall be true and correct in all respects).

(b) Consents, Approvals and Permits. All consents and approvals of any Person other than a Governmental Entity set forth in Section 9.3(b) of the Disclosure Letter, shall have been obtained, except to the extent that the requirement for a particular consent or approval is rendered inapplicable by the Sale Order or other order of the Bankruptcy Court. A copy of each such consent or approval shall have been provided to Purchaser at or prior to the Closing.

(c) Performance of the Obligations of Purchaser. Purchaser shall have performed in all material respects all material obligations required under this Agreement to be performed by it on or before the Closing Date (except with respect to the obligation to pay the Purchase Price in accordance with the terms of this Agreement, which obligation shall be performed in all respects as required under this Agreement), and Seller shall have received a certificate dated as of the Closing Date and signed by the President or a Vice President of Purchaser to that effect.

(d) Purchaser's Deliveries. Purchaser shall have delivered, and Seller shall have received, all of the items set forth in Section 4.3 of this Agreement.

(e) Secretary's Certificate. Purchaser shall have delivered to Seller a duly executed certificate by the Secretary or managing member of Purchaser, certifying as to Purchaser's Organizational Documents and certificate of good standing, resolutions electing the directors to the board of directors of Purchaser and other customary matters.

(f) Transition Agreements. Purchaser shall have offered to engage each of the current Chief Financial Officer and the General Counsel of Seller as full-time consultants on transition matters for a period of three months following the Closing, for an aggregate payment each for such period of $75,000 and such agreements will contain non-competition clauses for the duration of the transition contracts.

(g) Side Letter. Purchaser shall have delivered to Seller a duly executed copy of the Side Letter and Michael El-Hillow shall have been elected to serve as a director on the board of directors of Purchaser, effective immediately after the Closing.

The foregoing conditions in this Section 9.3 are for the sole benefit of Seller and may be waived by Seller, in whole or in part, at any time and from time to time in its sole discretion. The failure by Seller at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

Section 9.4 Devens Assets. Notwithstanding anything herein to the contrary, to the extent that all closing conditions herein have been met but the consent of Mass Dev has not been obtained in accordance with Section 9.3(e)(iii), then at the option of Seller, the Closing of all Acquired Assets, other than the Devens Assets, shall be consummated and the Purchase Price shall be reduced by an amount equal to the portion of the Purchase Price allocable to the Devens Assets, which amount shall be determined by Purchaser in consultation with Seller.

ARTICLE X.

TERMINATION

Section 10.1 Termination. This Agreement may be terminated or abandoned in its entirety or with respect to any individual Lots or combination of Lots, at any time prior to the Closing Date as follows:

(a) By the mutual written consent of Purchaser and Seller;

(b) By either Purchaser or Seller upon written notice given to the other, if the Bankruptcy Court or any other Governmental Entity shall have issued an order, decree or ruling or taken any other action (which order, decree, ruling or other action the parties hereto shall use their reasonable best efforts to prevent the entry of and remove), which permanently restrains, enjoins or otherwise prohibits the consummation of the Transactions and such order, decree, ruling or other action shall have become final and non-appealable;

(c) By Seller upon written notice given to Purchaser, if Purchaser shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (i) would result in a failure of a condition set forth in Section 9.3 and (ii) cannot be cured within ten (10) Business Days after Seller provides written notice to Purchaser of such breach;

(d) By Purchaser upon written notice given to Seller:

(i) if Seller shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (i) would result in a failure of a condition set forth in Section 9.2 and (ii) cannot be cured within ten (10) Business Days after Purchaser provides written notice to Seller of such breach;

(ii) if the Sale Order has been revoked, rescinded or modified in any material respect and the order revoking, rescinding or modifying such order(s) shall not be reversed or vacated within three days after the entry thereof; provided that Purchaser shall have the right to designate any later date for this purpose in its sole discretion;

(iii) if for any reason Purchaser is unable, pursuant to Section 363(k) of the Bankruptcy Code, to credit bid its Obligations under the Senior Notes in payment of the Purchase Price as set forth in Section 3.1; or

(iv) if the Support Agreement has been terminated.

(e) Subject to Purchaser's rights under Section 7.3 and the Bidding Procedures Order to amend the terms of this Agreement at the Auction, with respect to any Lot being purchased by Purchaser, by either Purchaser or Seller, if, at the conclusion of the Sale Hearing, Purchaser is not determined by the Bankruptcy Court to be the Prevailing Bidder with respect to such Lot, unless Purchaser is the Second-Highest Bidder; provided, however, that the Purchaser shall have the right to terminate this Agreement pursuant to this Section 10.1(e) on or at any time after the forty-fifth (45th) day following the date of the entry of the Sale Order unless the Purchaser becomes the Prevailing Bidder on or prior to such date.

Notwithstanding the foregoing, in no event may Seller terminate this Agreement pursuant to Section 10.1(e) after entry of the Sale Order or when in violation of the Bidding Procedures Order. For the avoidance of doubt, if the Purchaser or Seller terminates this Agreement with respect to any individual or combination of Lots pursuant to Section 10.1(e), the Agreement, as amended as permitted by Section 7.3 and the Bidding Procedures Order, shall remain in full force and effect for any Lots for which Purchaser is the Prevailing Bidder. Any party seeking to invoke its rights to terminate this Agreement shall give written notice thereof to the other party or parties specifying the provision hereof pursuant to which such termination is made and the effective date of such termination being the date of such notice.

Section 10.2 Effect of Termination. If this Agreement is terminated by either party in accordance with and pursuant to Section 10.1, then, except as otherwise provided in Section 10.3, all rights and obligations of the parties under this Agreement shall terminate; provided, however, that nothing herein shall relieve any party from liability for any breach of this Agreement prior to such termination. In addition, any termination under Section 10.1(e) with respect to any Lot (or assets within a Lot, in the case of Non-Core Assets) shall not relieve the obligations of any party hereunder with respect to any other Lot.

Section 10.3 Expense Reimbursement.

(a) Seller shall pay, or cause to be paid, to Purchaser or as Purchaser may direct, by wire transfer in immediately available funds, an amount equal to any unreimbursed Transaction Expenses, with such payments to be made so as to be received not later than five (5) Business Days following the date of receipt by Seller of an invoice documenting such Transaction Expenses.

(b) The parties acknowledge that the agreements contained in this Section 10.3 are an integral part of the transactions contemplated by this Agreement and that without these agreements neither Seller nor Purchaser would enter into this Agreement.

ARTICLE XI.

MISCELLANEOUS

Section 11.1 Survival of Covenants, Representations and Warranties. The representations and warranties set forth in Article V and Article VI shall not survive the Closing

Date; provided, however, that all covenants and agreements in this Agreement shall survive the Closing Date and remain in full force and effect indefinitely, unless otherwise specified therein.

Section 11.2 Disclosure Schedule Supplements. From time to time prior to the Closing, Seller shall supplement or amend the Disclosure Letter respect to any matter that, if existing, occurring or known at the date of this Agreement, would have been required to be set forth or described in the Disclosure Letter. The Disclosure Letter shall be deemed amended by all such supplements and amendments for all purposes (except for purposes of determining whether the conditions set forth in Section 9.2(b) of the Agreement have been satisfied), unless within ten (10) days from the receipt of such supplement or amendment Purchaser provides notice in good faith that the facts described in such supplement or amendment would reasonably be expected to have a Material Adverse Effect on the Acquired Assets.

Section 11.3 Amendment and Modification. This Agreement may be amended, modified and supplemented in any and all respects, but only by a written instrument signed by all of the parties hereto expressly stating that such instrument is intended to amend, modify or supplement this Agreement.

Section 11.4 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when mailed, delivered personally, telecopied (which is confirmed) or sent by an overnight courier service, such as Federal Express, to the parties at the following addresses:

If to Seller:

Evergreen Solar, Inc.
138 Bartlett Ave.
Marlborough, Massachusetts 01752
Attn: Chief Executive Officer
Telephone:
Facsimile:

with a copy to:

Ronald J. Silverman, Esq.
Bingham Mccutchen, LLP
399 Park Avenue
New York, New York 10022-4689
Telephone: 212.705.7000
Facsimile: 212.752.5378

and to:

Laura Davis Jones, Esq.
Pachulski Stang Ziehl & Jones LLP
919 North Market Street, 17th Floor
Wilmington, DE 19899-8705 (courier 19801)
Telephone: 302.778.6401
Facsimile: 302.652.4400

If to Purchaser:

ES Purchaser, LLC

c/o Akin Gump Hauer & Feld LLP
One Bryant Park
New York, NY 10036
Attn: Michael S. Stamer, Esq. & Stephen B. Kuhn, Esq.
Telephone: 212.872.1000
Facsimile: 212.872.1002

with a copy to:

Michael S. Stamer, Esq.
Stephen B. Kuhn, Esq.
Akin Gump Hauer & Feld LLP
One Bryant Park
New York, NY 10036
Telephone: 212.872.1000
Facsimile: 212.872.1002

or to such other address as a party may from time to time designate in writing in accordance with this Section 11.4. Each notice or other communication given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been received (i) on the Business Day it is sent, if sent by personal delivery or telecopy, or (ii) on the first Business Day after sending, if sent by overnight delivery, properly addressed and prepaid or (iii) upon receipt, if sent by mail (regular, certified or registered); provided, however, that notice of change of address shall be effective only upon receipt. The parties agree that delivery of process or other papers in connection with any such action or proceeding in the manner provided in this Section 11.4, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

Section 11.5 Counterparts. This Agreement may be executed by facsimile or PDF signature and in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other party.

Section 11.6 Mutual Drafting. This Agreement is the result of the joint efforts of Purchaser and Seller, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the parties and there is to be no construction against either party based on any presumption of that party's involvement in the drafting thereof.

Section 11.7 Entire Agreement; No Third Party Beneficiaries. This Agreement, the Disclosure Letter and other schedules, annexes, and exhibits hereto, the Ancillary Agreements, and the Confidentiality Agreement (i) constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and thereof and supersede and cancel all prior agreements, negotiations, correspondence, undertakings, understandings and communications of the parties, oral and written, with respect to the subject matter hereof, and (ii) are not intended to confer upon any Person other than the parties hereto and thereto any rights, obligations or remedies hereunder; provided further that Affiliates and representatives of each party are express third-party beneficiaries of Section 11.15 and this Section 11.7.

Section 11.8 Severability. Any term or provision of this Agreement that is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction or other authority declares that any term or provision hereof is invalid, void or unenforceable, the parties agree that the court making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, void or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

Section 11.9 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE.

Section 11.10 Exclusive Jurisdiction. All actions and proceedings arising out of or relating to this Agreement, including the resolution of any and all disputes hereunder, shall be heard and determined in the Bankruptcy Court, and the Parties to this Agreement hereby irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. If the Bankruptcy Court does not have or declines to exercise subject matter jurisdiction over any action or proceeding arising out of or relating to this Agreement, then each party (i) agrees that all such actions or proceedings shall be heard and determined in federal court of the United States for the Southern District of New York, (ii) irrevocably submits to the jurisdiction of such courts in any such action or proceeding, (iii) consents that any such action or proceeding may be brought in such courts and waives any objection that such party may now or hereafter have to the venue or jurisdiction or that such action or proceeding was brought in an inconvenient court, and (iv) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided in Section 11.4 (provided that nothing herein shall affect the right to effect service of process in any other manner permitted by New York law).

Section 11.11 Remedies. Neither the exercise of nor the failure to exercise a right of set-off or to give notice of a claim under this Agreement will constitute an election of remedies or limit Seller or Purchaser in any manner in the enforcement of any other remedies that may be available to any of them, whether at law or in equity.

Section 11.12 Specific Performance.

(a) Purchaser acknowledges and agrees that any breach of the terms of this Agreement by Purchaser would give rise to irreparable harm for which money damages would not be an adequate remedy, and, accordingly agrees that, in addition to any other remedies, Seller shall be entitled to enforce the terms of this Agreement, including, for the avoidance of doubt, Purchaser's obligation to fund the Purchase Price, by a decree of specific performance without

the necessity of proving the inadequacy of money damages as a remedy and without the necessity of posting a bond.

(b) Purchaser agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief when expressly available pursuant to the terms of this Agreement on the basis that (i) there is adequate remedy at law or (ii) an award of specific performance is not an appropriate remedy for any reason at law or equity. In the event Seller seek an injunction or injunctions to prevent breaches of this Agreement when expressly available pursuant to the terms of this Agreement and to enforce specifically the terms and provisions of this Agreement when expressly available pursuant to the terms of this Agreement, they shall not be required to provide any bond or other security in connection with any such order or injunction.

(c) Nothing in this Section 11.12 shall limit the rights of Purchaser to seek or obtain enforcement of the Bidding Procedures Order or the Sale Order after the entry of such orders or of this Agreement.

Section 11.13 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written content of the other party; provided that no such prior written consent shall be required for (a) an assignment by the Purchaser to any of its Affiliates, so long as the Purchaser remains liable hereunder, (b) an assignment by the Purchaser of its rights and interests hereunder after the Closing to any lender to the Purchaser for purposes of collateral security, or (c) an assignment by the Purchaser of its rights and interests hereunder after the Closing to any purchaser of all or any portion of its assets or businesses. Subject to the first sentence of this Section 11.13, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

Section 11.14 Headings. The article, section, paragraph and other headings contained in this Agreement are inserted for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 11.15 No Consequential or Punitive Damages. WITHOUT LIMITING ANY RIGHTS OF ANY PARTY TO RECEIVE EXPENSE REIMBURSEMENT IN ACCORDANCE WITH Section 10.3 OF THIS AGREEMENT, NO PARTY (OR ITS AFFILIATES OR REPRESENTATIVES) SHALL, UNDER ANY CIRCUMSTANCE, BE LIABLE TO THE OTHER PARTY (OR ITS AFFILIATES OR REPRESENTATIVES) FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES CLAIMED BY SUCH OTHER PARTY UNDER THE TERMS OF OR DUE TO ANY BREACH OF THIS AGREEMENT, INCLUDING LOSS OF REVENUE OR INCOME, DAMAGES BASED ON ANY MULTIPLIER OF PROFITS OR OTHER VALUATION METRIC, COST OF CAPITAL, DIMINUTION OF VALUE OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY.

Section 11.16 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise:

"Accounts Receivable" means any and all trade accounts, notes and other receivables and indebtedness for borrowed money or overdue accounts receivable, in each case owing to Seller and all claims relating thereto or arising therefrom.

"Acquired Assets" has the meaning set forth in Section 2.1 and Exhibit A.

"Actions" means all rights, privileges, claims, demands, choses in action, prepayments, deposits, refunds, indemnification rights, warranty claims, offsets and other claims of Seller against Third Parties.

"Affiliate" has the meaning set forth in Rule 12b-2 of the Exchange Act.

"Agreement" or "this Agreement" means this Asset Purchase Agreement, together with the Exhibits hereto and the exhibits and schedules thereto and the Disclosure Letter.

"Allocation Statement" has the meaning set forth in Section 3.2.

"Ancillary Agreements" means the Support Agreement, Conveyance Documents, Sale Order, and, in the case of each of the foregoing, all exhibits and appendices thereto.

"Antitrust Law" has the meaning set forth in Section 8.4(b).

"Applicable Law" means any law, regulation, rule, order, judgment, guideline or decree to which the Wafer Business, any Acquired Asset, or Seller, is subject.

"Assets" means assets, properties, rights, interests, claims, contracts, and businesses of every kind, type, character and description, whether tangible or intangible, whether real, personal or mixed, whether accrued, contingent, liquidated or unliquidated, whether owned, leased or licensed and wherever located, and all rents, issues, profits, royalties, entitlements, products and proceeds of any of the foregoing.

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Auction" has the meaning ascribed to such term in the Bidding Procedures Order.

"Avoidance Action" means any claim, right or cause of action of Seller arising under sections 544 through 553 of the Bankruptcy Code, except for any such actions (i) against Purchaser (all such claims to be released at Closing); (ii) related to Designated Contracts; or (iii) in connection with any setoffs related to Acquired Assets.

"Bankruptcy Case" has the meaning set forth in the recitals hereof.

"Bankruptcy Code" has the meaning set forth in the recitals hereof.

"Bankruptcy Court" means the United States Bankruptcy Court for the District of Delaware.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure.

"Benefit Plans" has the meaning set forth in Section 5.14(e).

"Bid Deadline" has the meaning set forth in the Bidding Procedures.

"Bidding Procedures" has the meaning set forth in Section 7.2.

"Bidding Procedures Order" has the meaning set forth in Section 7.2.

"Bill of Sale" means the bill of sale substantially in the form attached as Exhibit B hereto.

"Business Day" means any day other than a Saturday, Sunday or a day on which banks in New York are authorized or obligated by Applicable Law or executive order to close or are otherwise generally closed.

"Cash and Cash Equivalents" means (a) cash; (b) marketable direct obligations issued by, or unconditionally guaranteed by, the United States government or issued by any agency thereof, maturing within one (1) year from the date of issuance; (c) certificates of deposit, time deposits, eurodollar time deposits, deposit accounts or overnight bank deposits having maturities of six months or less from the date of acquisition issued by any commercial bank; (d) commercial paper of an issuer and maturing within six (6) months from the date of acquisition; (e) securities with maturities of one (1) year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory or by any non-United States government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or non-United States government (as the case may be); (f) eurodollar time deposits having a maturity not in excess of 180 days to final maturity; (g) any other investment in United States Dollars which has no more than 180 days to final maturity; or (h) shares of money market mutual or similar funds which invest exclusively in assets satisfying the requirements of clauses (a) through (g) of this definition.

"Cash Collateral Order" has the meaning ascribed to such term in the Support Agreement.

"Closing" means the consummation of all transactions contemplated in this Agreement.

"Closing Date" has the meaning set forth in Section 4.1(b).

"Code" means the Internal Revenue Code of 1986, as amended.

"Committee Professionals Fee Cap" has the meaning set forth in the Cash Collateral Order.

"Confidentiality Agreement" means the confidentiality agreement executed between the Seller and the Purchaser on or before the date of this Agreement.

"Contract" means any written agreement, contract, lease, license, consensual obligation, promise or undertaking.

"Contract & Cure Schedule" has the meaning set forth in Section 2.5(a).

"Conveyance Documents" means (a) the Bill of Sale; (b) the Intellectual Property Instruments; (c) all documents of title and instruments of conveyance necessary to Transfer record and/or beneficial ownership to Purchaser of Acquired Assets composed of automobiles, trucks, or other vehicles, trailers, and any other property owned by Seller which requires execution, endorsement and/or delivery of a certificate of title or other document in order to vest record or beneficial ownership thereof in Purchaser; and (d) all such other documents of title, customary title insurance affidavits, deeds, endorsements, assignments and other instruments of conveyance or Transfer as, in the reasonable opinion of Purchaser's counsel, are necessary or appropriate to vest in Purchaser good and marketable title to any Acquired Assets.

"Copyrights" means any non-United States or United States copyright registrations and applications for registration thereof, and any nonregistered copyrights, all content and information contained on any website, "mask works" (as defined under 17 U.S.C. § 901) and any registrations and applications for "mask works."

"Cure Costs" means the amounts that must be paid, if any, in connection with the assumption and assignment of each Designated Contract pursuant to section 365(b)(1)(A) and section 365(b)(1)(B) of the Bankruptcy Code.

"Debtors" has the meaning set forth in the recitals hereof.

"Debtor's Professionals Fee Cap" has the meaning set forth in the Cash Collateral Order.

"Designated Contracts" means all Contracts set forth on the final Contract & Cure Schedule.

"Designation Deadline" means three Business Days prior to the Closing Date.

"Devens Contracts" has the meaning set forth in Exhibit A.

"Devens Excluded Assets" has the meaning set forth in Exhibit A.

"Devens Land" has the meaning set forth in Exhibit A.

"Devens Lease" has the meaning set forth in Exhibit A.

"Devens Plant" has the meaning set forth in Exhibit A.

"Devens Tangible Assets" has the meaning set forth in Exhibit A.

"Disclosure Letter" means the disclosure letter of even date herewith prepared and signed by Seller and delivered to Purchaser simultaneously with the execution hereof, as updated from time to time to the extent permitted herein.

"Easements" has the meaning set forth in Section 5.4(b).

"Employee" means any employee of the Seller as of the Closing Date.

"Environmental Claim" shall mean all Liabilities, including those for investigatory, remedial, or corrective actions, imposed, incurred or arising from or under any Environmental Law or resulting from the presence of any Hazardous Material.

"Environmental Laws" means any federal, state, local or foreign statute, law, ordinance or promulgated rule, regulation, code or directive, any duties imposed under common law, any judicial or administrative decree, order or judgment (whether or not by consent), any request or demand from a Governmental Entity which request or demand is currently uncontested by Seller, or any provision or condition of any permit, license or other operating authorization relating to (i) the protection of the environment or human, worker or public health and welfare, or the protection of the health and safety of any workers, employees, and the public or (ii) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling or actual or potential release, discharge or emission of any Hazardous Material, including but not limited to the Clean Water Act, the Toxic Substances Control Act, the Clean Air Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the River and Harbor Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Toxic Substances Control Act, the Federal Mine Safety and Health Act, the Occupational Safety and Health Act, and any state or local law, ordinance, rule, regulation, code or directive regulating the same or similar matters.

"Environmental Permits" shall mean any and all Permits issued in accordance with or pursuant to any Environmental Law.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" has the meaning set forth in Section 5.14(g).

"Evergreen (Hong Kong)" means Evergreen Solar (HK) China Limited, a limited company organized under the laws of Hong Kong.

"Evergreen (Wuhan)" means Evergreen Solar (China) Co., Ltd., a company with limited liability organized under the laws of the Peoples Republic of China.

"Evergreen (Wuhan) Contracts" means the following Contracts between Seller and HSTIC with respect to Evergreen (Wuhan): (i) the Increase Registered Capital and Enlarge Shares Agreement, dated as of July 24, 2009, as amended, on Evergreen (Wuhan); (ii) Joint Venture Agreement, dated as of July 2009, as amended, on Evergreen (Wuhan); and (iii) the Equity Transfer Agreement, dated as of July 24, 2009, as amended, and the other agreements

contemplated thereby or with respect thereto between or among HSTIC, Seller and Evergreen (Wuhan).

"Execution Date" has the meaning set forth in the preamble hereof.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Foreign Subsidiaries" means, collectively, Evergreen (Hong Kong) and Evergreen (Wuhan).

"Furnished Reports" has the meaning set forth in Section 5.3(a).

"GAAP" has the meaning set forth in Section 5.3(b).

"Governmental Entity" means any foreign, national, federal, state, municipal, local, provincial, territorial, government or any department, commission, board, bureau, agency, regulatory authority or instrumentality thereof, or any court, judicial, administrative or arbitral body or public or private tribunal, including any United States or other such entity anywhere in the world.

"Hazardous Material" means all substances or materials regulated as hazardous, toxic, explosive, dangerous, flammable or radioactive under any Environmental Law including, but not limited to: (i) petroleum, asbestos, or polychlorinated biphenyls; and (ii) all substances defined as Hazardous Substances, Oils, Pollutants or Contaminants in the National Oil and Hazardous Substances Pollution Contingency Plan.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvement Act of 1976, as amended.

"HSTIC" means Hubei Science and Technology Investment Co., Ltd., a company with limited liability organized under the laws of the Peoples Republic of China.

"Indebtedness" means, at any time and with respect to any Person: (a) all indebtedness of such Person for borrowed money; (b) all indebtedness of such Person for the deferred purchase price of property or services (other than trade payables, other expense accruals and deferred compensation items arising in the ordinary course of business, consistent with past practice); (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments (other than performance, surety and appeal bonds arising in the ordinary course of business in respect of which such Person's liability remains contingent); (d) all indebtedness of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property); (e) all obligations of such Person under leases which have been or should be, in accordance with GAAP, recorded as capital leases, to the extent required to be so recorded; (f) all reimbursement, payment or similar obligations of such Person, contingent or otherwise, under acceptance, letter of credit or similar facilities; (g) all Indebtedness of others referred to in clauses (a) through (f) above guaranteed directly or indirectly by such Person, or in effect guaranteed directly or indirectly by such Person through an agreement (i) to pay or

purchase such Indebtedness or to advance or supply funds for the payment or purchase of such Indebtedness, (ii) to purchase, sell or lease (as lessee or lessor) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such Indebtedness, (iii) to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether such property is received or such services are rendered) or (iv) otherwise to assure a creditor against loss in respect of such Indebtedness; and (h) all Indebtedness referred to in clauses (a) through (g) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien upon or in property (including accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness.

"Indenture" has the meaning set forth in Section 3.1.

"Indenture Trustee" means U.S. Bank National Association in its capacity as Trustee under the Indenture and Collateral Agent under the Security Agreement.

"Instrument of Assumption" means the instrument of assumption substantially in the form attached as Exhibit C.

"Intellectual Property" means Trademarks; Patents; Copyrights; Software; rights of publicity and privacy relating to the use of the names, likenesses, voices, signatures and biographical information of real persons; inventions (whether or not patentable), discoveries, improvements, ideas, know-how, formulae, methodologies, research and development, business methods, processes, technology, interpretive code or source code, object or executable code, libraries, development documentation, compilers (other than commercially available compilers), programming tools, drawings, specifications and data, and applications or grants in any jurisdiction pertaining to the foregoing, including re-issues, continuations, divisions, continuations-in-part, reexaminations, renewals and extensions; trade secrets, including confidential information and the right in any jurisdiction to limit the use or disclosure thereof; database rights; Internet websites, web pages, domain names and applications and registrations pertaining thereto and all intellectual property used in connection with or contained in websites; all rights under agreements relating to the foregoing; all books and records pertaining to the foregoing, and claims or causes of action arising out of or related to past, present or future infringement or misappropriation of the foregoing; in each case used in or necessary for the conduct of Seller's Wafer Business as currently conducted or contemplated to be conducted.

"Intellectual Property Instruments" instruments of Transfer, in form suitable for recording in the appropriate office or bureau, effecting the Transfer of the Copyrights, Trademarks and Patents owned or held by Seller.

"Inventory" means all inventory, supplies, finished goods, works in process, goods-in-transit, packaging materials and other consumables of Seller.

"IRS" means the United States Internal Revenue Service.

"Knowledge" as applied to Seller, means a person listed on Section 11.16 of the Disclosure Letter hereto is actually aware of a particular fact; and "knowledge" as applied to

Purchaser, means any officer of Purchaser or any other person listed in Section 11.16 of the Disclosure Letter hereto is actually aware of a particular fact.

"Leased Real Property" has the meaning set forth in Section 5.4(a).

"LBIE" has the meaning set forth in Exhibit A.

"LBHI" has the meaning set forth in Exhibit A.

"Liabilities" means all Indebtedness, Claims, Liens, demands, expenses, commitments and obligations (whether accrued or not, known or unknown, disclosed or undisclosed, matured or unmatured, fixed or contingent, asserted or unasserted, liquidated or unliquidated, arising prior to, at or after the commencement of the Bankruptcy Case) of or against Seller, its Subsidiaries or any of the Acquired Assets.

"License Agreements" has the meaning set forth in Section 5.8(b).

"Lien" means, with respect to any asset, any mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrangement, lien, charge, claim, security interest, easement or encumbrance, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any lease or title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement perfecting a security interest under the Uniform Commercial Code as in effect from time to time in the State of New York or comparable law of any jurisdiction) and, in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"Lots" means the specifically identified groups of Assets listed on Exhibit A.

"Material Adverse Effect" means any change, effect, event or condition that has had or would reasonably be expected to have (i) a material adverse effect on the value of the Acquired Assets taken as a whole or (ii) to the extent that the Acquired Assets include the Core Assets, a material adverse effect on the prospects of the Wafer Business or (iii) a material adverse effect on the ability of Seller to consummate the Transactions; provided that the following shall not constitute a Material Adverse Effect and shall not be taken into account in determining whether or not there has been or would reasonably be expected to be a Material Adverse Effect: (A) changes in general economic conditions or securities or financial markets in general that do not have a disproportionate effect on the Wafer Business (relative to the effect on other Persons operating in the same industry as Seller), (B) changes in the industry in which Seller operates and that do not specifically relate to, or have a disproportionate effect on, the Wafer Business (relative to the effect on other Persons operating in the same industry as Seller), (C) changes in Applicable Law or interpretations thereof by any Governmental Entity that do not have a disproportionate effect on the Wafer Business (relative to the effect on other Persons operating in the same industry as Seller), (D) any outbreak or escalation of hostilities or war (whether declared or not declared) or any act of terrorism that does not have a disproportionate effect on the Wafer Business (relative to the effect on other Persons operating in the same industry as Seller), (E) changes to the extent resulting from the announcement or the existence of, or compliance with, this Agreement and the Transactions (including without limitation any

lawsuit related thereto), and the impact on relationships with suppliers, customers, employees or others, as a result of this Agreement and/or the Transactions, (F) any changes in accounting regulations or principles that does not have a disproportionate effect on the Wafer Business (relative to the effect on other Persons operating in the same industry as Seller), (G) any change in the market price or trading volumes of securities of Seller (it being understood for the purposes of this subclause (G) that any facts underlying such change that are not otherwise covered by the immediately preceding clauses (A) through (F) may be taken into account in determining whether or not there has been a Material Adverse Effect), and (H) any changes resulting from actions of Seller expressly agreed to or requested in writing by Purchaser or as a result of initiating the Bankruptcy Case and any action taken by the Bankruptcy Court.

"Material Contracts" has the meaning set forth in Section 5.9(a).

"Mass Dev" means Massachusetts Development Finance Agency, a Massachusetts body politic and corporate established under Chapter 23G of the Massachusetts General Laws.

"Midland Facility" means the real property located at 2820 Schuette Road, Midland, Michigan and the plant manufacturing String Ribbon and other improvements located thereon owned by Seller.

"Obligations" has the meaning set forth in the Security Agreement.

"Organizational Documents" means with respect to any Person, its certificate of incorporation, formation or organization (or comparable) document, its by-laws, partnership agreement or any certificate of formation, limited liability company agreement or operating agreement, or any other similar organizational instrument or document governing such Person or applicable to ownership.

"Owned Intellectual Property" has the meaning set forth in Section 5.8(d).

"Owned Real Property" has the meaning set forth in Section 5.4(a).

"Patents" means all patents, patent applications and non-United States counterparts thereof, and industrial designs (including any continuations, divisionals, continuations-in-part, renewals, reissues, and applications for any of the foregoing).

"Permits" means permits, certificates, licenses, filings, approvals and other authorizations of any Governmental Entity.

"Permitted Liens" means (i) Liens for utilities and current Taxes not yet due and payable or the amount or validity of which is being contested in good faith or that are due but may not be paid as a result of the commencement of the Bankruptcy Case; (ii) easements, rights of way, restrictive covenants, encroachments and similar non-monetary encumbrances or non-monetary impediments against any of the Acquired Assets which do not, individually or in the aggregate, adversely affect in any material respect the operation of the Wafer Business and, in the case of the Leased Real Property, which do not, individually or in the aggregate, adversely affect in any material respect the use or occupancy of such Leased Real Property as it relates to

the operation of the Wafer Business or materially detract from the value of the leased Real Property, (iii) zoning laws, building codes, land use restrictions and other similar restrictions imposed by Applicable Law (but not restrictions arising from a violation by Seller of any such Applicable Law), (iv) materialmans', mechanics', artisans', shippers', warehousemans' or other similar common law or statutory liens incurred in the ordinary course of business for sums not yet due and payable or that are due but may not be paid as a result of the commencement of the Bankruptcy Case and that do not result from a breach, default or violation by Seller of any Contract or Applicable Law, (v) such other title exceptions or imperfections of title as Purchaser may approve in writing in its sole discretion or which do not, individually or in the aggregate, adversely affect the operation of the Wafer Business, (vi) any Liabilities created by this Agreement or any of the Ancillary Agreements, (vii) the Real Property Leases and any memoranda or notices thereof; and (viii) in addition to clauses (i) through (vii) above, in respect of the Devens Assets, the "Permitted Encumbrances", "Reserved Easements" and other matters set forth in Section 1.1 of the Devens Lease and, in the event the Devens Land is acquired pursuant to the exercise of the purchase option therefor under the Devens Lease, the "Permitted Encumbrances" as defined in Exhibit G to the Devens Lease.

"Person" means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, incorporated organization, association, corporation, institution, public benefit corporation, Governmental Entity or other entity.

"Prevailing Bidder" has the meaning set forth in the Bidding Procedures.

"Products" has the meaning set forth in Section 5.11(b).

"Purchase Price" has the meaning set forth in Section 3.1.

"Purchaser" has the meaning set forth in the preamble hereof.

"Purchaser Material Adverse Effect" means a material adverse effect on the business, assets, operations, results of operations or financial condition of Purchaser or on Purchaser's ability to consummate the Transactions or delay the same in any material respect.

"Real Property" has the meaning set forth in Section 5.4(c).

"Real Property Leases" means the real property leases to which Seller is a party as described in Section 5.4(b).

"Regulatory Approvals" means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made), waivers, early termination authorizations, clearances or written confirmation of no intention to initiate legal proceedings from Governmental Entities as required and as set out in Section 5.7 of the Disclosure Letter.

"Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, seeping, migrating, dumping or disposing of any

Hazardous Material (including the abandonment or discarding of barrels, containers and other closed receptacles containing any Hazardous Materials) into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through or in the ambient air, soil, surface or ground water, or property.

"Retained Assets" has the meaning set forth in Section 2.2.

"Retained Liabilities" has the meaning set forth in Section 2.3(a).

"Sale Order" means an order of the Bankruptcy Court approving the Agreement and consummation of the Transactions under sections 105, 363 and 365 of the Bankruptcy Code.

"SEC Documents" has the meaning set forth in Section 5.3(a).

"Second-Highest Bidder" has the meaning set forth in the Bidding Procedures.

"Secured Notes" has the meaning set forth in Section 3.1.

"Securities Act" means the Securities Act of 1933, as amended.

"Security Agreement" means the Pledge and Security Agreement dated as of April 26, 2010 (as the same may have been amended, supplemented, or modified from time to time) entered into by and among Seller and ESLR1, LLC, as grantors, and U.S. Bank National Association, in its capacity as collateral agent.

"Seller" each has the meaning set forth in the preamble hereof.

"Seller Permits" has the meaning set forth in Section 5.12(b).

"Service Provider" has the meaning set forth in Section 5.14(e).

"Side Letter" means that certain side letter agreement to be executed between the Purchaser and the Seller with respect to certain governance provisions, as described in the Support Agreement.

"Software" means any and all (a) computer programs, including any and all software implementation of algorithms, models and methodologies, whether in source code or object code form, (b) computerized databases and compilations, including any and all data and collections of data, and (c) all documentation, including user manuals and training materials, relating to any of the foregoing.

"Straddle Period Property Tax" has the meaning set forth in Section 8.10(d).

"Subsidiary" means, with respect to any Person, any corporation, association trust, limited liability company, partnership, joint venture or other business association or entity (i) at least 50% of the outstanding voting securities of which are at the time owned or controlled directly or indirectly by such Person or (ii) with respect to which such Person possesses, directly or indirectly, the power to direct or cause the direction of the affairs or management.

"Support Agreement" has the meaning set forth in the recitals.

"Supporting Noteholders" has the meaning set forth in the recitals.

"Tax" or "Taxes" means any and all United States federal, state, local or non-United States taxes, fees, levies, duties, tariffs, imposts, and other similar charges on or with respect to net income, alternative or add-on minimum, gross income, gross receipts, sales, use, *ad valorem*, franchise, capital, paid-up capital, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, or windfall profit tax, customs duties, value added or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or any penalty, addition to tax or additional amount imposed by any Governmental Entity responsible for the imposition of any such tax.

"Tax Authority" means any Governmental Entity with responsibility for, and competent to impose, collect or administer, any form of Tax.

"Tax Return" means any return, claim, election, information return, declaration, report, statement, schedule, or other document required to be filed in respect of Taxes and amended Tax Returns and claims for refund.

"Third Party" means any Person other than Seller, Purchaser or any of their respective Affiliates.

"Trademarks" means any trademarks, service marks, trade names, corporate names, Internet domain names, designs, trade dress, product configurations, logos, slogans, and general intangibles of like nature, together with all translations, adaptations, derivations and combinations thereof, all goodwill, registrations and applications in any jurisdiction pertaining to the foregoing.

"Transaction Expenses" means the reasonable, actual, and documented out-of-pocket costs and expenses incurred by the Purchaser Parties, including reasonable, actual and documented fees, costs and expenses of counsel and of any other professionals retained by the Purchaser Parties, in connection with the transactions contemplated hereby and including the invoiced fees of Akin Gump Strauss Hauer & Feld LLP.

"Transactions" means all the transactions provided for or contemplated by this Agreement and/or the Ancillary Agreements.

"Transfer" means sell, convey, assign, transfer and deliver, and "Transferable" shall have a corollary meaning.

"Transfer Taxes" means all goods and services, harmonized sales, excise, sales, use, transfer, stamp, stamp duty, recording, value added, gross receipts, documentary, filing, and all other similar Taxes or duties, fees or other like charges, however denominated (including any real property transfer taxes and conveyance and recording fees and notarial fees), in each case including interest, penalties or additions attributable thereto whether or not disputed, arising out

of or in connection with the Transactions, regardless of whether the Governmental Entity seeks to collect the Transfer Tax from Seller or Purchasers.

"Transferred Employee" has the meaning set forth in Section 8.7(a).

"Transition Budget" means a budget, substantially in the form of Exhibit E containing the line item expenses of Seller's bankruptcy estate appropriate to operate and maintain the assets of Seller and the Wafer Business and to conduct the Bankruptcy Case from the Execution Date through the Closing Date in accordance with the terms of the Support Agreement.

"Wafer Budget" has the meaning set forth in Exhibit A.

"Wafer Business" has the meaning set forth in Exhibit A.

"Wafer Contracts" has the meaning set forth in Exhibit A.

"Wafer Excluded Assets" has the meaning set forth in Exhibit A.

"Wafer Real Property" has the meaning set forth in Exhibit A.

"Wafer Tangible Assets" has the meaning set forth in Exhibit A.

"Wafer Business" has the meaning set forth in the recitals hereof.

"WARN" has the meaning set forth in Section 8.7(d).

"Wind-Down Budget" means a budget consisting of Cash and Cash Equivalents equal to: (i) $2,500,000 for the wind-down of Seller's bankruptcy estate, plus (ii) an amount reasonably necessary to dispose of each Asset remaining with Seller following the Closing, up to an aggregate amount of $7,500,000, after giving effect to the receipt of net proceeds from the sale of any such Asset, plus (iii) the aggregate amount of all expenses incurred by Seller pursuant to this Agreement, plus (iv) the amount of the Debtor's Professional Fee Cap, plus (v) the Committee Professionals Fee Cap, plus (vi) the fees for the advisors to the Supporting Noteholders and the Indenture Trustee; and plus (vii) the amounts agreed under the Support Agreement (and the term sheet incorporated therein) relating to any of Seller's obligations under its key employee incentive program, severance, paid time off, and other employee benefits, and other obligations to Employees contemplated by the Support Agreement, less amounts previously paid by Seller in furtherance of the foregoing.

Section 11.17 Bulk Transfer Notices. Seller and Purchaser hereby waive compliance with any bulk transfer provisions of the Uniform Commercial Code (or any similar Applicable Law), to the extent not repealed in any applicable jurisdiction, in connection with this Agreement and the Transactions.

Section 11.18 Interpretation.

(a) When a reference is made in this Agreement to a Section, Article, subsection, paragraph, item or Exhibit, such reference shall be to a Section, Article, subsection, paragraph, item or Exhibit of this Agreement unless clearly indicated to the contrary.

(b) Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation."

(c) The words "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement.

(d) The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(e) A reference to any party to this Agreement or any other agreement or document shall include such party's predecessors, successors and permitted assigns.

(f) A reference to any legislation or to any provision of any legislation shall include any amendment to, and any modification or re-enactment thereof, any legislative provision substituted therefore and all regulations and statutory instruments issued thereunder or pursuant thereto.

(g) References to $ are to United States Dollars.

(h) The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement or caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first written above.

SELLER:

EVERGREEN SOLAR, INC.

By: ______________________________
Michael El-Hillow
Chief Executive Officer

PURCHASER:

By: ______________________________
Name:
Title:

Exhibit A

Lots

Lots
Lot 1 – LBIE Assets: Seller's claims against Lehman Brothers International Europe and Lehman Brothers Holdings Inc. arising out of (i) the Share Lending Agreement between Lehman Brothers International (Europe) and Seller, dated June 26, 2008, and (ii) Guarantee of Lehman Brothers Holdings Inc. of the Share Lending Agreement between Lehman Brothers International (Europe) and Seller, dated June 26, 2008.
Lot 2 – Devens Assets: means, except to the extent included in the definition of Devens Excluded Assets, Seller's right, title and interest under the Devens Lease, (ii) the Devens Plant, (iii) the Devens Tangible Assets and (iv) the Devens Contracts.
Lot 3 – Core Assets: means, except to the extent included in the definition of Wafer Excluded Assets, (i) all of Seller's Intellectual Property, (ii) the Wafer Tangible Assets, (iii) all right, title and interest of Seller in and to the Wafer Real Property, (iv) Seller's rights under all Wafer Contracts, (v) the name "Evergreen Solar" and any derivation thereof and (vi) sufficient cash to fund the Wafer Budget.
Lot 4 – Non-Core Assets: All right, title and interest of Seller in any of the following, in each case as of the Closing Date: (i) all Cash and Cash Equivalents (other than Cash and Cash Equivalents to the extent remaining as of the Closing Date in any of the Wafer Budget, the Transition Budget and the Wind-Down Budget); (ii) all Accounts Receivable; (iii) all Actions (including Avoidance Actions)[1]; (iv) all existing Inventory; and (v) all other assets of Seller, wherever held, but excluding the Devens Assets, the LBIE Assets, the Core Assets and the Retained Assets. With respect to calculating the amount of Cash and Cash Equivalents to be included in Non-Core Assets, not less than five days prior to the Closing Date, Seller will provide to Purchaser a reconciliation of each of the Wafer Budget, the Transition Budget and the Wind-Down Budget, including a good faith estimate of expenses note yet incurred. Prior to the Closing Date, Purchaser and Seller will negotiate in good faith the amount of Cash and Cash Equivalents to be included in Non-Core Assets based on the terms of this Agreement.

Certain Defined Terms:

"Devens Contracts" means Seller's rights under all Contracts to which it is a party relating to the Devens Land, the Devens Plant or any Devens Tangible Assets.

[1] This will be changed to "excluding Avoidance Actions" in the asset schedule provided to other bidders.

"Devens Excluded Assets" means (i) those Devens Contracts that are not Designated Contracts pursuant to Section 2.5 and (ii) at Purchaser's election, which must be delivered in writing to Seller prior to the Designation Deadline, Seller's right, title and interest in and to any of the Devens Lease, the Devens Plant or the Devens Contracts.

"Devens Land" means that certain parcel of land consisting of approximately 23.11 acres located at 114 Barnum Road, Devens, Massachusetts that is subject to the Devens Lease.

"Devens Lease" means that certain Ground Lease, dated as of November 20, 2007, between Seller and Mass Dev.

"Devens Plant" means: (i) the buildings and all other improvements owned by Seller located on the Devens Land, including manufacturing, warehouse and office space comprising approximately 458,000 square feet; and (ii) all fixtures owned by Seller that are attached or appurtenant to the Devens Plant, including all installed facility infrastructure equipment, all support, communication and operating systems, all wiring and server connections for supporting telephone and computer servers and networks and all external improvements including sound barriers, and roof-mounted solar PV equipment.

"Devens Tangible Assets" means the tangible personal property of the Seller located at the Devens Plant or on the Devens Land, including all manufacturing, laboratory, and test equipment, all furniture, vehicles, solar demonstration equipment, office equipment, cafeteria equipment, tables, and other equipment or tangible personal property of any kind, but excluding all Inventory on hand at the Devens Plant, including supplies, raw materials and work in process, spare parts, maintenance supplies, gases, fluids, and any demo panels and finished goods, if any, which shall be included in Non-Core Assets.

"Wafer Budget" an initial budget for the operation of the Wafer Business commencing on the Closing Date, substantially in the form of Exhibit A-1, subject to decrease to the extent contemplated by the definition of "Transition Budget".

"Wafer Business" means Seller's proposed business based on industry standard sized String Ribbon™ wafers for the photovoltaic solar industry, including completing the commercialization of the applicable technology to enable a commercialization plan (which may be in one or more forms such as licensing or manufacturing) that better positions the business enterprise for significant new financings or sales.

"Wafer Contracts" means Seller's rights under all Contracts to which it is a party relating to the Wafer Business or any Wafer Tangible Assets.

"Wafer Excluded Assets" means (i) any Wafer Contracts that are not Designated Contracts pursuant to Section 2.5 and (ii) at Purchaser's election, which must be

delivered in writing to Seller prior to the Designation Deadline any of (x) Seller's right, title and interest in and to the Midland Facility, (y) the shares of capital stock held by Seller in Evergreen (Wuhan) and the Evergreen (Wuhan) Contracts, collectively, and (z) the shares of capital stock of Evergreen (Hong Kong) and, to the extent so excluded, all Contract primarily related thereto.

"Wafer Real Property" means (i) that certain parcel of real property consisting of approximately 11,185 square feet of office space located at 138 Bartlett Street, Marlborough, Massachusetts that is subject to the Lease for 120 Bartlett Street, Marlborough, Massachusetts, dated as of January 26, 2006, as amended, (ii) those certain plots, pieces and parcels of land located at 257 Cedar Hill Road, Marlborough, Massachusetts that is subject to the Lease for 127 Cedar Hill Road, dated as of January 15, 2006, as amended, and (iii) the Midland Facility.

"Wafer Tangible Assets" means (i) the shares of capital stock of Evergreen (Hong Kong), (ii) the shares of capital stock of Evergreen Wuhan owned by Seller, (iv) all tangible assets necessary for the development and pursuit of Wafer Business, including the tangible personal property of the Seller located at (x) 138 Bartlett Street, Marlborough, Massachusetts, (y) 257 Cedar Hill Road, Marlborough, Massachusetts and (z) the Midland Facility, including all manufacturing, laboratory, and test equipment, all furniture, vehicles, solar demonstration equipment, office equipment, cafeteria equipment, tables, and other equipment or tangible personal property of any kind.

Exhibit A-1

Wafer Budget

Exhibit A-1
Wafer Budget

Wafer Business Working Capital (in $000s)

Operating Activities	$9,884
Capex for Wide Wafer Development	3,000
Total	**$12,884**

Note: Budget items are defined as presented in the June 2011 Presentation. The budget for Operating Activities will be increased by an amount equal to (i) 25% of the sum of the following items in excess of $4.5 million (as included in Working Capital and Other in the June 2011 Presentation) collected post-petition: (a) Accounts Receivable, (b) Inventory, and (c) Sovello royalty payments, plus (ii) the $2.2 million budgeted for Severance/PTO/Benefits payments in the Transition Budget on Exhibit E for those people expected to be terminated prior to Closing minus the amount of actual Severance/PTO/Benefits payments actually paid to those persons; provided, however, that the budget will be increased by the amounts referred to in clause (i) above only to the extent that the Company receives at least $4 million in proceeds of avoidance (including turnover) actions in the Bankruptcy Case and such proceeds are subject to the liens of the Secured Notes.

Exhibit B

Bill of Sale

EXHIBIT B

BILL OF SALE, dated as of [______], 2011 (this "***Bill of Sale***") is executed and delivered by Evergreen Solar, Inc. (the "***Seller***") in favor of ES Purchaser, LLC, a Delaware limited liability company (the "***Purchaser***"), pursuant to the Asset Purchase Agreement, dated as of August 15, 2011, by and among the Purchaser and the Seller (the "***Purchase Agreement***"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Purchase Agreement.

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement, the Purchaser agreed to purchase from the Seller, and the Seller agreed to sell to the Purchaser, upon the terms specified in the Purchase Agreement and pursuant to sections 105, 363 and 365 of the Bankruptcy Code, all of the Seller's right, title and interest in and to the Acquired Assets.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Purchaser and Seller hereby agree as follows:

Section 1. Interpretation.

The Seller and the Purchaser each acknowledge and agree that this Bill of Sale is an "***Ancillary Agreement***" pursuant to the Purchase Agreement, subject to the terms set forth therein. Notwithstanding anything to the contrary contained herein, nothing contained in this Bill of Sale shall be deemed to grant the Purchaser or the Seller any rights, or to cause the Purchaser or the Seller to incur any obligations or liabilities, greater than or otherwise in excess of their respective rights, obligations and liabilities set forth in the Purchase Agreement. The Purchase Agreement is incorporated herein by reference, shall continue in full force and effect as though set forth herein at length to the extent provided in the Purchase Agreement, and shall control in the event of any conflict with the terms of this Bill of Sale.

Section 2. Purchase and Sale of Acquired Assets.

On the terms and conditions set forth in the Purchase Agreement, the Seller hereby sells, assigns, conveys, transfers and delivers to or causes to be sold, assigned, conveyed, transferred and delivered to the Purchaser, and the Purchaser hereby purchases from the Seller all of the Seller's right, title and interest in the Acquired Assets (other than the Designated Contracts, the Assumed Liabilities and the Real Property), free and clear of all Liens other than the Permitted Liens. Notwithstanding the previous sentence, Seller does not sell, assign, convey, transfer or deliver to Purchaser any of the Retained Assets.

Section 3. Governing Law; Jurisdiction.

THIS BILL OF SALE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE. All actions and proceedings arising out of or relating to this Bill of Sale, including the resolution of any and all disputes hereunder, shall be heard and determined in the Bankruptcy Court, and the Purchaser and Seller hereby irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. If the Bankruptcy Court does not have or declines to exercise subject matter jurisdiction over any action or proceeding arising out of or relating to this Bill of Sale, then the Purchaser and Seller each (i) agree that all such actions or proceedings shall be heard and determined in federal court of the United States for the Southern District of New York, (ii) irrevocably submit to the jurisdiction of such courts in any such action or proceeding, (iii) consent that any such action or proceeding may be brought in such courts and waives any objection that such party may now or hereafter have to the venue or jurisdiction or that such action or proceeding was brought in an inconvenient court, and (iv) agree that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided in Section 11.4 of the Purchase Agreement (provided that nothing herein shall affect the right to effect service of process in any other manner permitted by New York law).

Section 4. Waiver.

This Bill of Sale can be waived only by written instrument making specific reference to this Bill of Sale signed by the party against whom enforcement of such waiver is sought. The waiver by the Purchaser or the Seller of a breach of any provision of this Bill of Sale shall not operate or be construed as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Section 5. Facsimile Signatures.

Signed PDF copies exchanged via electronic mail or facsimile copies of this Bill of Sale shall legally bind the parties to the same extent as original documents.

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A/74485850.2

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed on its behalf as of the date first above written.

SELLER:

EVERGREEN SOLAR, INC.

By: _________________________________
Name:
Title:

Exhibit C

Form of Instrument of Assumption

EXHIBIT C

ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of [____], 2011 (this "***Agreement***"), by and Evergreen Solar, Inc. (the "***Seller***"), and ES Purchaser, LLC, a Delaware limited liability company (the "***Purchaser***"), pursuant to the Asset Purchase Agreement, dated as of August 15, 2011, by and among the Purchaser and the Seller (the "***Purchase Agreement***"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement, the Purchaser agreed to purchase from the Seller, and the Seller agreed to sell to the Purchaser, upon the terms specified in the Purchase Agreement and pursuant to sections 105, 363 and 365 of the Bankruptcy Code, all of the Seller's right, title and interest in and to the Acquired Assets and to assume the Assumed Liabilities.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Purchaser and Seller hereby agree as follows:

Section 1. Interpretation.

The parties hereto acknowledge and agree that this Agreement is an "***Ancillary Agreement***" pursuant to the Purchase Agreement, subject to the terms set forth therein. Notwithstanding anything to the contrary contained herein, nothing contained in this Agreement shall be deemed to grant the Purchaser or the Seller any rights, or to cause the Purchaser or the Seller to incur any obligations or liabilities, greater than or otherwise in excess of their respective rights, obligations and liabilities set forth in the Purchase Agreement. The Purchase Agreement is incorporated herein by reference, shall continue in full force and effect as though set forth herein at length to the extent provided in the Purchase Agreement, and shall control in the event of any conflict with the terms of this Agreement.

Section 2. Assignment.

The Seller hereby sells, assigns, conveys, transfers and delivers to or cause to be sold, assigned, conveyed, transferred and delivered to the Purchaser (collectively, the "***Assignment***") all of Seller's legal, beneficial, and other right, title, benefit, privilege, obligation and interest in and to (a) the Assumed Liabilities in accordance with the terms and conditions of the Purchase Agreement and (b) the Designated Contracts in accordance with the terms and conditions of the Purchase Agreement.

Section 3. Assumption.

In connection with the purchase and sale of the Acquired Assets pursuant to the Purchase Agreement, the Purchaser hereby accepts the Assignment, and assumes and agrees to observe, perform, pay or otherwise discharge when due (a) the Assumed Liabilities in accordance with the terms and conditions of the Purchase Agreement and (b) the Designated Contracts in accordance with the terms and conditions of the Purchase Agreement.

Section 4. Governing Law; Jurisdiction.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE. All actions and proceedings arising out of or relating to this Agreement, including the resolution of any and all disputes hereunder, shall be heard and determined in the Bankruptcy Court, and the Parties to this Agreement hereby irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. If the Bankruptcy Court does not have or declines to exercise subject matter jurisdiction over any action or proceeding arising out of or relating to this Agreement, then each party (i) agrees that all such actions or proceedings shall be heard and determined in federal court of the United States for the Southern District of New York, (ii) irrevocably submits to the jurisdiction of such courts in any such action or proceeding, (iii) consents that any such action or proceeding may be brought in such courts and waives any objection that such party may now or hereafter have to the venue or jurisdiction or that such action or proceeding was brought in an inconvenient court, and (iv) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided in Section 11.4 of the Purchase Agreement (provided that nothing herein shall affect the right to effect service of process in any other manner permitted by New York law).

Section 5. Waiver.

This Agreement can be waived only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of such waiver is sought. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Section 6. Counterparts; Facsimile Signatures.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed PDFs exchanged via electronic mail or facsimile copies of this Agreement shall legally bind the parties to the same extent as original documents.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment and Assumption Agreement to be executed on its behalf as of the date first above written.

SELLER:

EVERGREEN SOLAR, INC.

By: ________________________________
Name:
Title:

PURCHASER:

ES PURCHASER, LLC

By: ________________________________
Name:
Title:

Exhibit D

Bidding Procedures Order

Exhibit E

Transition Budget

Exhibit E
Transition Budget

Transition Budget (in $000s)

Operating Activities	$5,841
Other Transition Charges	2,120
Severance/PTO/Benefits Payments	2,200[1]
Total Budget	**$10,161**

Note: Budget items are defined as presented in the June 2011 Presentation. The Severance/PTO/Benefits Payments are based on a defined list of personnel that the Company expects it will terminate prior to Closing. When the employment of all of these people has terminated, if the Company's total commitments for Severance/PTO/Benefits Payments for these people are less than the $2.2 million budgeted, the difference between the budgeted amount and the actual amount spent will be added to the Operating Activities included in the Wafer Budget. For purposes of clarity, employees that are offered employment with Purchaser or the third party purchaser of the Core Assets on Comparable Terms (as defined in the Support Agreement) and who do not accept these employment terms will not be entitled to severance from the estate and (ii) any employee who accepts an offer of employment from Purchaser or a third party purchaser (whether or not on Comparable Terms) would not be entitled to severance from the estate.

This Transition Budget contemplates a sales process commencing August 15, 2011 and consummating on or prior to November 15, 2011. To the extent that such period is extended with the consent of the Supporting Noteholders, which consent shall be in their sole discretion, this Transition Budget shall be increased and extended in an amount to be reasonably agreed and shall not reduce amounts for the Wafer Budget. In addition, to the extent that the Closing has not occurred (without the consent of the Supporting Noteholders) prior to November 15, 2011, the term of the Transition Budget will be extended, but not past November 30, 2011 except such term may be extended until December 31, 2011 solely to the extent required for the purchaser to obtain necessary regulatory approvals. In the event of such an extension without the consent of the Supporting Noteholders, the budget set forth above for Operating Activities will be increased by an amount to fund Seller's operating activities during such period, and such amount shall be deducted on a dollar for dollar basis from the Operating Activities of the Wafer Budget set forth on Exhibit A-1 and the amount of cash to be transferred to Purchaser or third parties as part of the sale of the Core Assets.

[1] This represents all Severance/PTO/Benefits payments required through Closing, based on the employees Seller intends to terminate prior to Closing. If Seller decides to terminate additional employees prior to Closing, these employees would be entitled to severance to be paid out of the additional $1.9 million reserved for potential additional severance and the Transition Budget will be increased by this amount. If every employee is terminated as a result of the Transactions (for example, Purchaser or the third party purchaser of the Core Assets does not offer comparable employment terms to any current employee of Seller), Seller would pay a total of an additional $1.9 million in additional severance and the Transition Budget will be increased by this amount.

SELLER DISCLOSURE LETTER

TO THE

ASSET PURCHASE AGREEMENT

dated as of August 15, 2011

by and among

EVERGREEN SOLAR, INC.,

and

ES PURCHASER, LLC

DISCLOSURE LETTER

This Disclosure Letter (the "Disclosure Letter") is made pursuant to Article V of the Asset Purchase Agreement, dated as of August 15, 2011 (the "Purchase Agreement"), made and entered into by and among Evergreen Solar, Inc., a Delaware corporation (the "Seller"), and ES Purchaser, LLC (the "Purchaser"). Unless the context otherwise requires, all capitalized terms used herein shall have the meanings given to such terms in the Purchase Agreement. All Disclosure Letter subheadings are inserted for convenience of reference only and shall not create a different standard for disclosure than the language set forth in the Purchase Agreement or be used in the construction or interpretation of the information contained in this Letter.

This Disclosure Letter is qualified in its entirety by reference to specific provisions of the Purchase Agreement and is not intended to constitute, and shall not be construed as constituting, representations or warranties of the Seller except as and to the extent provided in the Purchase Agreement. Any matter disclosed in one section or subsection of this Disclosure Letter shall be deemed disclosure with respect to any other section or subsection of this Disclosure Letter to the extent that the Purchase Agreement requires such disclosure and the relevance of such item to such section or subsection is readily apparent from a reading of the disclosure. The disclosure of any fact in this Disclosure Letter shall not, by such disclosure, be deemed to be material.

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Section 9.3 Conditions to Obligations of Seller

2.5 Designation of Designated Contracts; Cure Costs.

2.5(a)

[To be provided.]

5.2 Subsidiaries.

(1) Evergreen Solar Securities Corp., a Massachusetts corporation

(2) Evergreen Solar GmbH, a German limited liability company

(3) Evergreen Solar (HK) China Limited, a limited liability company organized under the laws of Hong Kong

(4) Hubei Evergreen Solar Co., Ltd., a company with limited liability organized under the laws of the People's Republic of China

(5) Evergreen Solar (China) Co., Ltd., a company with limited liability organized under the laws of the People's Republic of China

5.3 Financial Statements.

5.3(a)

(1) The Seller has not filed its Quarterly Report on Form 10-Q for the quarter ended July 2, 2011.

(2) On August 12, 2011, the Seller filed Form 12b-25 with the Securities Exchange Commission to extend the filing deadline for its Form 10-Q.

5.4 Real Property.

5.4(a)

Midland, Michigan. Legal Description: Lot 10, Eastwick Industrial Park # 1, Midland, Michigan. Acquired pursuant to the Purchase Agreement between Eagle East Development LLC and Seller, dated June 23, 2008.

5.4(b)

Lot 2, Barnum Road, Devens, Marlborough, Massachusetts

(1) Restoration, Maintenance and Landscaping Plan. Mass Dev and Seller have agreed to a draft Restoration, Maintenance and Landscaping Plan, detailing (a) Seller's plan for landscaping the premises on a permanent basis, including the dimensions and location of any berms and planned plantings of vegetation and trees, (b) the plan for restoring the premises after expiration of the temporary easements and, if applicable, the permanent easement, (c) the new location of the Army access easement, (d) the schedule of activities for the temporary easements, and (e) Seller's ongoing maintenance obligations.

(2) Permanent Easement to Maintain Landscaping Features on Premises. Seller holds a perpetual and non-exclusive right and easement as appurtenant to the adjacent premises, in, through, over and across the premises in accordance with the Restoration, Maintenance and Landscaping Plan.

5.4(c)(i)

(1) Devens Lease.

(2) Lease for 120 Bartlett Street, Marlborough, Massachusetts, dated January 26, 2006, as amended by (i) the First Amendment to Lease, dated January 4, 2005, expanding the lease to cover additional office space located adjacent to the premises, and (ii) the Second Amendment to Lease, dated September [__], 2010, surrendering the warehouse space of the premises and extending the term of the lease (together, the "Bartlett Lease").

(3) Lease for 257 Cedar Hill Street, Marlborough, Massachusetts, dated January 15, 2006, as amended by First Amendment to Lease, dated March 15, 2006, expanding the lease to cover additional space (together, the "Cedar Hill Lease").

5.4(c)(ii)

None.

5.4(d)

Leases

Section 5.4(c)(i) of this Disclosure Letter is hereby incorporated by reference.

Renewal Options

(1) Seller has an option to extend the initial term of the Devens Lease for two (2) additional terms of ten (10) years each.

(2) Seller has an option to extend the original term of the Cedar Hill Lease for two (2) additional consecutive terms of five (5) years each.

Options to Purchase

(1) Seller holds an option to purchase the Devens Land pursuant to the Devens Lease. The term of the option is for the period commencing upon the execution of the Devens Lease and terminating upon the expiration of the initial term of the Devens Lease.

Defaults

None.

Incomplete Obligations

(1) The Bartlett Lease grants the landlord the right to relocate the Seller to another office space, but requires the landlord to fit-up the new office space, at its own expense, with improvements reasonably equivalent to the original office space.

Landlord Claims

As a result of the shut down of operations at the Devens Plant, in meetings with the Seller, Mass Dev has asserted a variety possible claims against the Seller arising under the Devens Lease and the related grant agreements.

Forbearance Agreement, dated as of May 19, 2011, between the Seller and Mass Dev.

Assignments

(1) Subordination, Nondisturbance and Attornment Agreement between Sovereign Bank and Seller, dated October 22, 2010, subordinating the Bartlett Lease.

(2) Subordination, Nondisturbance and Attornment Agreement between General Electric Capital Corporation and Seller, dated March 4, 2008, subordinating the Cedar Hill Lease.

Security Deposits

The landlord for the 257 Cedar Hill Street property holds a security deposit of $11,725.

Prohibitions on Performance

(1) Seller may not assign the Devens Lease without the prior written consent of the landlord, which may be withheld or granted in the landlord's sole and absolute discretion.

(2) Seller may not assign the Bartlett Lease without the prior written consent of the landlord, which consent shall not be unreasonably withheld, conditioned or delayed if assignee's use, financial capacity and parking requirements are acceptable to the landlord.

(3) Seller may not assign the Cedar Hill Lease without the prior written consent of the landlord, which consent shall not be unreasonably withheld.

5.4(g)

None.

5.7 <u>Consents and Approvals</u>.

(1) Mass Dev has a consent right to the assignment of the Devens Lease.

(2) Transfer or assignment of the Devens Facility would require the deed, or the assignment or memorandum of lease, to be recorded.

(3) Transfer of Lot 10, Eastwick Industrial Park # 1, Midland, Michigan would require the deed to be recorded.

(4) Acquisition of Evergreen Solar (China) Co., Ltd. may require provincial approval.

5.8 Intellectual Property.

5.8(a)

See attached list of patents and trademarks.

5.8(b)

(1) Technology License Agreement between Evergreen Solar (Wuhan) Co., Inc. and Seller, dated July 23, 2009.

(2) Trademark License Agreement between Evergreen Solar (Wuhan) Co., Inc. and Seller, dated July 23, 2009.

(3) Non-Exclusive Know-How License Agreement between Energy Research Centre of the Netherlands and Seller, dated March 1, 2007, as amended.

(4) PV License Agreement between TISICS Ltd. and ESLR1, LLC, dated as of September 5, 2007.

(5) Other Fields License Agreement between TISICS Ltd. and ESLR1, LLC, dated September 5, 2007.

(6) Joint Development Agreement between Array Converter, Inc. and Seller, dated August 18, 2009.

(7) Technology Evaluation Agreement between Innovalight, Inc. and Seller, dated September 3, 2009.

(8) Wafer Manufacturing Technology License Agreement between Sovello AG and Seller, dated April 20/21, 2010.

5.9 Material Contracts.

5.9(a)

Name of Contract	Asset Group
Project Grant Agreement between Mass Dev and Seller, dated November 20, 2007.	Devens
Project Grant Agreement between Massachusetts Technology Park Corporation and Seller, dated November 20, 2007.	Devens
Ground Lease between Mass Dev and Seller, dated November 20, 2007, as amended.	Devens
Easement Agreement between Mass Dev and Seller, dated March 24, 2008.	Devens
First Amended and Restated Tax Increment Financing Agreement between Mass Dev and Seller, dated November 20, 2007.	Devens
Forbearance Agreement between Mass Dev and Seller, dated May 19, 2011.	Devens
Capped Call Transaction Agreement between Lehman Brothers OTC Derivatives, Inc. and Seller, dated June 26, 2008	LBIE
Guarantee of Lehman Brothers Holdings Inc. of the Master Agreement between Lehman Brothers OTC Derivatives, Inc. and Seller, dated June 26, 2008.	LBIE
Share Lending Agreement between Lehman Brothers International (Europe) and Seller, dated June 26, 2008.	LBIE
Guarantee of Lehman Brothers Holdings Inc. of the Share Lending Agreement between Lehman Brothers International (Europe) and Seller, dated June 26, 2008.	LBIE
Joint Venture Agreement between Seller and Hubei Science & Technology Investment Co., Ltd., dated July 24, 2009, as amended.	Core
Solar Project Investment Co-operation Framework Agreement between Jiawei Solar (Wuhan) Co., Ltd. and Seller, dated April 30, 2009.	Core
Memorandum of Understanding between Wuhan East Lake Hi-tech Development Zone and Seller, dated January 5, 2011.	Core
Memorandum of Understanding between East Lake Hi-tech Development Zone, Hubei Science and Technology Investment Co., Ltd and Seller, dated March 29, 2011.	Core
Manufacturing Services Agreement between Evergreen Solar (Wuhan) Co., Ltd., Jiawei Solarchina Co., Ltd., Jiawei Solar (Wuhan) Co., Ltd. and Seller, dated July 14, 2009.	Core
Relationship Agreement between Evergreen Solar (Wuhan) Co., Ltd., Jiawei Solarchina Co., Ltd., Jiawei Solar (Wuhan) Co., Ltd. and Seller, dated July 14, 2009.	Core
Technology License Agreement between Evergreen Solar (Wuhan) Co., Inc. and Seller, dated July 23, 2009.	Core
Trademark License Agreement between Evergreen Solar (Wuhan) Co., Inc. and Seller, dated July 23, 2009.	Core
Wafer Manufacturing Technology License Agreement between Sovello AG and Seller, dated April 20/21, 2010.	Core
Equity Transfer Agreement (a/k/a Share Transfer Agreement) between Hubei Science & Technology Investment Co., Ltd. and Seller, dated July 24, 2009.	Core
Increase Registered Capital and Enlarge Shares Agreement between Hubei Science & Technology Investment Co., Ltd. and Seller, dated July 24, 2009.	Core
Non-Exclusive Know-How License Agreement between Energy Research Centre of the Netherlands and Seller, dated March 1, 2007, as amended.	Core
Facilities and Start-Up Agreement between ESLR1, LLC, TISICS, Ltd. and Seller, dated September 5, 2007.	Core
PV License Agreement between TISICS Ltd. and ESLR1, LLC, dated as of September 5, 2007.	Core
Other Fields License Agreement between TISICS Ltd. and ESLR1, LLC, dated September 5, 2007.	Core
Supply Agreement between TISICS Ltd. and ESLR1, LLC, dated September 5, 2007.	Core
Supply Agreement between DC Chemical Co., Ltd. (a/k/a OCI) and Seller, dated January 30, 2008, as amended.	Core

Name of Contract	Asset Group
Supply Agreement between DC Chemical Co., Ltd. (a/k/a OCI) and Seller, dated April 17, 2007, as amended.	Core
Master Supply Agreement between IBC Solar AG and Seller, dated July 14, 2008, as amended.	Core
Letter Agreement between Sovello AG and Seller, dated March __, 2010.	Core
Lease for 120 Bartlett Street, Marlborough, Massachusetts, as amended, dated January 26, 2006.	Core
Lease for 257 Cedar Hill Street, Marlborough, Massachusetts, as amended, dated January 15, 2006.	Core
Manufacturing Equipment Supply Agreement between ATS Automation Tooling Systems Inc. and Seller, dated March 14, 2008.	Core
Consulting Agreement between Innovative Products and Equipment, Inc. and Seller, dated May 26, 2011.	Core
Uniclean Contamination Control & Cleanroom Garment Service Agreement between UniFirst Corporation and Seller, dated June 20, 2011.	Core
Product Sale Agreement between Airgas East, Inc. and Seller, dated April 20, 2011.	Core
Supplier Agreement between Specialty Materials, Inc. and Seller, dated May 23, 2005, as amended.	Core
Joint Development Agreement between Wenzhou ZG-Cells Co. Ltd. and Seller, dated May 1, 2011.	Core
Old 4% Indenture as amended by First Supplemental Indenture between U.S. Bank National Association and Seller, dated July 2, 2008	Other
New 4% Indenture as amended by First Supplemental Indenture, between U.S. Bank National Association and Seller, dated February 17, 2011	Other
Collateral Trust Agreement between U.S. Bank National Association, ESLR1, LLC and Seller, dated April 26, 2010	Other
13 % Indenture between U.S. Bank National Association and Seller, dated April 26, 2010	Other
Pledge and Security Agreement between U.S. Bank National Association and Seller, dated April 26, 2010	Other
Deposit Account Control Agreement between U.S. Bank National Association, Bank of America N.A. and Seller, dated August 6, 2010	Other
Seller Mortgage between U.S. Bank National Association and Seller, dated June 10, 2010	Other
SVB Deposit Account Control Agreement between Silicon Valley Bank, U.S. Bank National Association and Seller, dated June 24, 2010	Other
Grant of Interest in Trademarks between U.S. Bank National Association and Seller, dated April 26, 2010	Other
Grant of Security Interest in Patents between U.S. Bank National Association and Seller, dated April 26, 2010	Other
Loan Agreement between Jiawei Solar (Wuhan) Co., Ltd., Wuhan East Lake Development Zone and Seller, dated March 26, 2010	Other
Promissory Note for $7,800,000 between Jiawei Solar (Wuhan) Co., Ltd. and Seller, dated April 29, 2010	Other
Amended and Restated Sales Representative Agreement between EverQ GmbH (d/b/a Sovello) and Seller, dated October 6, 2008	Other
Joint Development Agreement between Array Converter, Inc. and Seller, dated August 18, 2009.	Other
Technology Evaluation Agreement between Innovalight, Inc. and Seller, dated September 3, 2009.	Other
Master Supply Agreement between Ralos Vertiebs GmbH and Seller, dated May 21, 2008, as amended	Other
Supply Agreement between Solaricos Trading, Ltd. and Seller, dated October 24, 2007.	Other
Master Supply Agreement between Itochu Corporation and Seller, dated October 8, 2008, as amended.	Other
Master Supply Agreement between Mainstream Energy Corporation and Seller, dated	Other

Name of Contract	Asset Group
October 16, 2008, as amended.	
Supply Agreement between Wacker Chemie AG and Seller, dated August 31, 2007.	Other
Master Supply Agreement between Wagner & Co Solartechnik GmbH and Seller, dated June 18, 2008.	Other
Engagement Letter with Lazard Freres & Co. LLC, dated October 27, 2010	Other
Engagement Letter with UBS Securities LLC, dated July 18, 2011	Other
Asset Marketing and Services Agreement between Hilco Industrial, LLC and Seller, dated February 25, 2011	Other
Severance Plan, adopted August 14, 2011	Other
Revised Compensation Structure for Outside Directors, adopted August 14, 2011	Other
The Seller has entered into Severance Agreements, dated May 10, 2011, with each of Michael El-Hillow, Lawrence Felton, Richard G. Chleboski, Carl Stegerwald, Paul Kawa, Donald Reilly, Kathleen Agostinelli, Christian M. Ehrbar, Steven Sherman and Daniel P. Russell	Other

5.11 Litigation; Product Warranties.

5.11(a)

In October 2008, the Seller filed suit in the United States Bankruptcy Court for the Southern District Court of New York against Barclays Capital Inc. and Lehman Brothers Holdings Inc. and certain of its affiliated entities, seeking return of approximately 12 million shares of the Seller's common stock. The claim was dismissed by the court on March 3, 2011. The Seller is also attempting to recover the value of approximately 5 million shares of its common stock in a claim against Lehman Brothers International (Europe) in its UK insolvency proceedings.

The following chart outlines claims against the Seller:

Party	Type	Amount (if known)	Description
Goodwin Procter, LLP	Dispute	$1,232.57	This firm asserts that the Seller owes them for work which was not requested.
Schiller Automation GmbH & Co. (Seighard Schiller GmbH & Co.)	Dispute	550,000.00€	Spare parts were delivered on consignment and seller will not let the Seller return them.
Kuka Systems GmbH	Litigation	578,546.61 €	Spare parts were delivered on consignment and seller will not let the Seller return them.
Severance Trucking	Litigation	$550.00	Severance Trucking claims it made deliveries that were not paid for
Attorney General of Massachusetts	Investigation	Unknown	The AG's office is investigating whether the Seller complied with its reporting requirements or made false statements to the state or state agencies
MassDevelopment	Dispute	$10,000,000.00	Claimant has suggested the Seller must repay in full the grant paid to the Seller to build Devens
Massachusetts Clean Energy Center	Dispute	$10,000,000.00	Claimant has suggested the Seller must repay in full the grant paid to the Seller to build Devens
Lehman Brothers OTC Derivatives, Inc.	Dispute	$23,643,902 plus interest at the Default Rate (1% + LOTC's borrowing rate) (approx $7 million)	LOTC Claims to have terminated a capped call agreement the Seller is a party to based on the Seller's failure to make installment payments
TISICS	Dispute	$250,000.00	TISICS previously requested that the Seller provide it with a milestone payment based on the Seller's progress at Midland. The Seller disputed whether the milestone was achieved.
Mitsui Plastics, Inc.	Dispute	$1,500,000	Mitsui claims the Seller agreed to pay for j-boxes they produced.
Wacker Chemie AG	Dispute	$450,000	Wacker claims the Seller has to pay for silicon they shipped to the Seller in China
Lazard Freres & Co. LLC	Dispute	$1,500,000.00	Lazard claims the Seller owes them fees under the Engagement Letter dated

			October 27, 2010.

5.11(b)

Seller has granted a limited warranty on all Products it has sold. This limited warranty includes products manufactured by Sovello AG under license using Seller's Intellectual Property. Sovello is obligated to cover the warranty obligations of Seller for Sovello's manufactured products. For calendar year 2010, the aggregate value of warranty claims on Seller's manufactured products was approximately $129,000. Currently there are outstanding warranty claims on approximately 1,700,000 Euro of Sovello manufactured product.

5.12 Permits and Compliance with Laws.

5.12(a)

See Section 5.17 below.

5.12(b)

(1) Evergreen Solar Unified Permit for manufacturing facility located at Lot 2, Barnum Road, Devens, Massachusetts, issued by the Devens Enterprise Commission, dated August 15, 2007.

(2) Evergreen Solar Phase II Unified Permit for manufacturing facility located at Lot 2, Barnum Road, Devens, Massachusetts, issued by the Devens Enterprise Commission, dated April 4, 2008.

(3) 2008 Site Plan approval by Midland Planning authorities and Eastwick Industrial Park for construction of Midland, Michigan string factory.

(4) Building Permit for Devens Completion specifying noise controls.

(5) Order of Conditions by Devens Enterprise Commission, recorded with Deeds Book 42129, Page 186.

(6) Record of Decision regarding Barnum Road sewer pump station upgrades.

(7) Air Plan Approval #W150349, issued by Massachusetts Department of Environmental Protection.

(8) Industrial Wastewater Discharge Permit No. 027, issued by Mass Dev.

5.13 Taxes.

5.13(c)

None.

5.13(d)

None.

5.14 **Employment Matters.**

5.14(b)

None.

5.14(e)

(1) Evergreen Solar 401(k) Plan administered by Morgan Stanley and ADP.

(2) Premier Option HMO, Affordable Option HMO, POS Plan and PPO Plan through Harvard Pilgrim Health Care of New England.

(3) Blue Cross Blue Shield of Michigan's Blue Care Network, through the Small Business Association of Michigan.

(4) Premier PPO dental plan through Delta Dental of Massachusetts.

(5) VSP Vision Plan.

(6) Healthcare and Dependent Care Flexible Spending Account Plus administered through Benefit Concepts.

(7) Basic Life Insurance through Sun Life Financial.

(8) AD&D Insurance through Sun Life Financial.

(9) Spouse and Child Life Insurance and AD&D through Sun Life Financial.

(10) Business Travel Accident Insurance through AIG Life Companies.

(11) Disability Insurance through Sun Life Financial.

(12) Travel Insurance Benefit through Medex Global Solutions.

(13) Evergreen Solar Employee Stock Purchase Plan.

(14) Amended and Restated 2000 Stock Option and Incentive Plan dated July 27, 2010.

(15) 1994 Stock Option Plan.

(16) Management Incentive Plan.

(17) Severance Plan and Summary Plan Description.

(18) Offer Letter to Donald Reilly, dated November 3, 2010.

(19) The Seller has entered into Severance Agreements, dated May 10, 2011, with each of Michael El-Hillow, Lawrence Felton, Richard G. Chleboski, Carl Stegerwald, Paul Kawa, Donald Reilly, Kathleen Agostinelli, Christian M. Ehrbar, Steven Sherman and Daniel P. Russell

(20) Severance Plan, a copy of which is attached hereto

(21) The Seller's board of directors has recently approved certain revisions to the compensation packages of the Seller's non-management directors to decrease the overall compensation payable to directors, eliminate the equity component of compensation and pay cash compensation in monthly installments rather than an annual payment in advance and eliminate most of the compensation paid to committee members. The following chart outlines the changes to the compensation structure:

I. EXISTING COMPENSATION

1.	Base Cash Fee[1]	$27,000
2.	Chair Cash Fee[1]	
	• Chairman of Board	$27,000
	• Audit	$18,000
	• Compensation	$12,000
	• Nominating and Corporate Governance	$8,000
3.	Restricted Stock	$50,000 grant annually for existing directors Directors also receive $100,000 grant upon joining the Board.
4.	Meeting Fees	$1,500 per in person meeting and $750 for each telephonic meeting

II. PROPOSED COMPENSATION

1.	Total Annual Base Cash Fee	
	• Director	$5,000 per month
	• Chairman of Board	$1,250 per month
	• Audit Chairman	$1,000 per month
	• Compensation	$0

[1] These have been paid as annual retainers paid in advance. Last payments covered the period ended June 30, 2011.

- Nominating and Corporate Governance — $0

All of these fees would be paid in monthly installments so long as directors were on the Board or served in the specific capacities described above. These fees would be payable starting with the payments for July 2011.

2.	Restricted Stock	None.
3.	Meeting Fees	$1,500 per in person meeting and $750 for each telephonic meeting. This would apply to both Board meetings and any Committee meetings provided that substantive action is taken at the meeting (as determined by the Board or committee chair). Multiple committee meetings convened to address the same substantive matter may be considered to be a single meeting for compensation purposes. Occasionally the directors will be invited to attend brief informal board or committee update calls that will not be compensated.

5.15 **Brokers**.

(1) Engagement Letter with UBS Securities LLC, dated July 18, 2011

(2) Asset Marketing and Services Agreement between Hilco Industrial, LLC and Seller, dated February 25, 2011

(3) Engagement Letter with Lazard Freres & Co. LLC, dated October 27, 2010

(4) Engagement Letter with Duff & Phelps Securities, LLC, dated April 15, 2011

5.17 Environmental Matters.

5.17(a)

Compliance

From September 2006 until May 2008, Seller failed to submit copies of its hazardous waste manifests to the Commonwealth of Massachusetts Department of Environmental Protection (the "Mass DEP") as required after a regulatory change was made. This was reported to the Mass DEP as required.

In January 2008, the water discharge from Seller's facility at 257 Cedar Hill Street exceeded the Seller's permit limit for water volume. The situation was remediated.

In April 2008, Seller generated more than 1,000 kg of hazardous waste within a calendar month which was higher than the allowable limit for Seller, which is designated as a small quantity generator of hazardous waste.

In early 2009, exhaust equipment at the Devens Facility was non-compliant with certain regulatory requirements, but these conditions have since been corrected.

The Seller received a Notice of Noncompliance, dated June 3, 2009, from the Mass DEP for failure to comply with certain hazardous waste regulations. The Seller has corrected these issues and is now in compliance. The Seller has also provided the Mass DEP with several self-disclosures of non-compliance. Each of the issues disclosed has been corrected and the Seller is now in compliance.

Releases

In early 2008, waste water discharge from Seller's facility at 257 Cedar Hill Street was determined to have exceeded permitted mercury levels. The situation was remediated.

In February 2009, there was a release of 100 gallons of sodium hydroxide solution at the Devens Facility. The spill was remediated.

A minor spill occurred at the Devens Facility March 26, 2009, as indicated in the Notice of Responsibility, dated April 23, 2009, from the Mass DEP. Clean up costs were not material, and notifications were made as required. Furthermore, the Devens property was once operated as a military base, and there may have been releases or disposals of hazardous materials during that time of which the Seller is unaware.

In September 2010, there was an acid leak from a valve in the Devens Facility involving 1 gallon of HF and 4 gallons of HNO_3. The spill was remediated and all similar equipment was inspected.

Claims

Cumberland Farms sought reimbursement from the Seller as a result of a spill of waste material that was hauled from the Seller's Devens Facility on July 27, 2010. The Seller referred Cumberland Farms to the waste hauler, Ashland Inc. Ashland is believed to have taken full responsibility for the incident and addressed all claims of Cumberland Farms.

Hazardous Materials

Section 5.17(b) of this Disclosure Letter is hereby incorporated by reference.

5.17(b)

The Devens Lease for the property located at Lot 2, Barnum Road, Devens, Massachusetts indicates that asbestos, radon, lead and unexploded ordinances may be found on the property, and that underground storage tanks have been located on the property but all known tanks have been removed. In addition, two monitoring wells are located on the property.

Above-ground storage tanks for processing gas, chemicals and waste are located at the facilities in Devens, Massachusetts, Marlborough, Massachusetts, and Midland, Michigan.

5.17(c)

(1) Notice of Alleged Safety or Health Hazards, dated February 19, 2009, from the Occupational Safety and Health Administration describing safety violations involving training practices and employee exposure to various chemicals.

(2) Notice Letter, dated July 29, 2009, from the Occupational Safety and Health Administration describing alleged safety violations involving training practices and employee exposure to various chemicals.

(3) Final Determination of high-risk for Evergreen Solar, Inc. and notification of need to complete a Site Security Plan or Alternative Security Program, dated January 28, 2010, from the U.S. Department of Homeland Security.

(4) Saftey & Operational Assessment of Texture Etch Installation at Evergreen Solar Facility at 112 Barnum Road in Devens, Massachusetts performed by Advanced Technology Solutions, L.L.C., dated August 30, 2008.

(5) Executive Summary of Observations & Recommendations from Infrastructure Assessment of Texture Etch Tool Installation at Devens, Massachusetts Facility from Advanced Technology Solutions, L.L.C., dated September 18, 2008.

(6) Initial Assessment of Toxic Gas Monitoring and Control Systems (TGMCS) at Evergreen Solar Facility at 112 Barnum Road in Devens, Massachusetts Performed by Advanced Technology Solutions, L.L.C., dated October 1, 2008.

(7) Phase I Environmental Site Assessment of Lot 2, Barnum Road, Devens, Massachusetts prepared by ENSR Corporation, dated August, 2007.

(8) Draft Phase II Environmental Site Assessment for Lot 2, Barnum Road, Devens, Massachusetts prepared by ENSR Corporation, dated August 30, 2007.

(9) Categorical Determination of Wastewater Generating Processes at 112 Barnum Road, Devens, Massachusetts prepared by EnviroBusiness, Inc., d.b.a. EBI Consulting, dated November 15, 2009.

(10) Preliminary Acoustical Evaluation and Draft Protocol for Further Evaluation of 112 Barnum Road, Devens, Massachusetts prepared by Cavanaugh Tocci Associates, Inc., dated April 2, 2009.

(11) Plan Review of Wet Bench CO_2 Fire Suppression System at 112 Barnum Road, Devens, Massachusetts prepared by FM Global, dated June 22, 2010.

(12) Report on Adequacy of SDX Exhaust Duct Cleaning Process at 112 Barnum Road, Devens, Massachusetts prepared by FM Global, dated February 7, 2010.

(13) Risk Report for 114 Barnum Road, Devens, Massachusetts prepared by FM Global, dated September 21, 2009.

(14) Risk Report for 2820 Schuette Road, Midland, Michigan prepared by FM Global, dated July 1, 2010.

(15) Risk Report for 2820 Schuette Road, Midland, Michigan prepared by FM Global, dated March 24, 2011.

(16) Risk Report for 2820 Schuette Road, Midland, Michigan prepared by FM Global, dated June 30, 2011.

(17) Draft Environmental Compliance Evaluation Report prepared by EBI Consulting, dated August 20, 2009

5.17(d)

Certificate of Occupancy/Or Use for Lot 2 Barnum Road, Devens, Massachusetts, dated Novermber 10, 2010.

5.19 Insurance.

Type of Coverage	Carrier	Policy Number	Term
Commercial Property	FM Global	AG310	7/25/2010 to 8/25/2011
Commercial Package (International)	ACE International	PHFD37503691	9/6/2010 to 9/6/2011
Workers' Compensation (Massachusetts Employees)	Massachusetts Employers Insurance Company	MCC2000131012010	10/26/2010 to 10/26/2011
Workers' Compensation (Michigan Employees)	Hartford Insurance	08WEIU0656	10/26/2010 to 10/26/2011
Business Auto	Hanover Insurance Company	AWN8956857	3/2/2011 to 3/2/2012
Commercial Umbrella	Hartford Insurance	RHURO4942	9/6/2010 to 9/6/2011
Ocean Marine Cargo	Hartford Fire Insurance Company	08CTPR02635	8/11/2011 to 8/11/2012
General Liability	Hartford Insurance	08UENZS5427	9/6/2010 to 9/6/2011
Title Insurance (for Lot 10 Eastwick No. 1, Midland, Michigan)	First American Title Insurance Company	364217	8/11/08 (indefinite)
Owner's Policy of Title Insurance (for Lot 2, Barnum Road, Devens, Massachusetts)	Fidelity National Title Insurance Company	1312-578717	12/13/07 (indefinite)
Employment Practices Liability	National Union Fire Insurance Company of Pittsburgh, Pa.	01-301-72-67	11/2/10 to 11/2/11
D&O 2/2000 Executive and Organization Liability	National Union Fire Insurance Company of Pittsburgh, Pa.	01-301-72-50	11/2/10 to 11/2/12
Employee Benefit Plan Fiduciary Liability Insurance	National Union Fire Insurance Company of Pittsburgh, Pa.	01-301-90-57	11/2/10 to 11/2/11
D&O Liability	Berkley Insurance Company	1987782	11/2/10 to 11/2/12
D&O Liability	Old Republic Insurance Company	CUG 34050	11/2/10 to 11/2/12
D&O Liability	Axis Insurance Company	MON743946/01/2010	11/2/10 to 11/2/12
Excess A-Side Liability	XL Specialty Insurance Company	ELU114410-10	11/2/10 to 11/2/12
Excess A-Side Liability	ACE American Insurance Company	DOX G21668412 006	11/2/10 to 11/2/11
Excess D&O Liability	Everest National Insurance Company	SC5ED00013-101	11/2/10 to 11/2/12

5.21 **Receivables.**

None.

9.2 Conditions to Obligations of Purchaser.

9.2(e)

(1) Devens Lease

(2) To the extent not a Wafer Excluded Asset, Regulatory Approval for the transfer of the equity of Evergreen Solar (China) Co., Ltd.

(3) PV License Agreement between TISICS Ltd. and ESLR1, LLC, dated as of September 5, 2007

(4) Other Fields License Agreement between TISICS Ltd. and ESLR1, LLC, dated September 5, 2007

9.3 Conditions to Obligations of Seller.

9.3(b)

None.