

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re Evergreen Solar Inc.
Debtor

Case No. 11-12590 (MFW)

INITIAL MONTHLY OPERATING REPORT

File report and attachments with Court and submit copy to United States Trustee within 15 days after order for relief.

Certificates of insurance must name United States Trustee as a party to be notified in the event of policy cancellation. Bank accounts and checks must bear the name of the debtor, the case number, and the designation "Debtor in Possession." Examples of acceptable evidence of Debtor in Possession Bank accounts include voided checks, copy of bank deposit agreement/certificate of authority, signature card, and/or corporate checking resolution.

REQUIRED DOCUMENTS	Document Attached	Explanation Attached
12-Month Cash Flow Projection (Form IR-1)	13 Week Budget Attached	
Certificates of Insurance:		
Workers Compensation	Attached	
Property	Attached	
General Liability	Attached	
Vehicle	Attached	
Other: Directors & Officers, Ocean Marine Property	Attached	
Identify areas of self-insurance w/liability caps		Attached
Evidence of Debtor in Possession Bank Accounts		
Tax Escrow Account	Cash Management Motion & Interim Order Attached	
General Operating Account		
Money Market Account pursuant to Local Rule 4001-3. Refer to http://www.deb.uscourts.gov/		
Other:		
Retainers Paid (Form IR-2)	Attached	

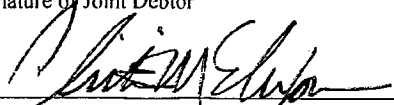
I declare under penalty of perjury (28 U.S.C. Section 1746) that this report and the documents attached are true and correct to the best of my knowledge and belief.

Signature of Debtor

Date

Signature of Joint Debtor

Date



Signature of Authorized Individual*

August 30, 2011

Date

CHRISTIAN M. EGARBAR

Printed Name of Authorized Individual

Vice President

Title of Authorized Individual

*Authorized individual must be an officer, director or shareholder if debtor is a corporation; a partner if debtor is a partnership; a manager or member if debtor is a limited liability company.

13 WEEK APPROVED BUDGET

Amended Exhibit 1: Approved Budget

Evergreen Solar

13 week Cash Flow Forecast

\$000	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk 10	Wk 11	Wk 12	Wk 13	Total
Week ending	Aug-20	Aug-27	Sep-03	Sep-10	Sep-17	Sep-24	Oct-01	Oct-08	Oct-15	Oct-22	Oct-29	Nov-05	Nov-12	Total
Beginning Cash Balance	\$ 63,500	\$ 50,609	\$ 49,958	\$ 49,054	\$ 47,932	\$ 46,018	\$ 44,936	\$ 43,555	\$ 42,566	\$ 41,170	\$ 40,211	\$ 39,104	\$ 37,872	
Receipts:														
Pre-petition receivables														-
Post-petition Inventory Sales														-
Total Receipts	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disbursements														
Operating Disbursements														
Salaries & Benefits	46	64	499	179	545	57	448	172	448	68	359	155	359	3,399
Rent, utilities and taxes	64	-	52	-	393	-	49	-	88	-	-	49	24	719
Materials, fees and other	141	200	188	147	266	200	188	147	266	200	188	147	266	2,544
Total Operating Disbursements	251	264	739	326	1,204	257	685	319	802	268	547	351	649	6,661
Non-Operating Disbursements														
Severance	-	253	41	136	49	165	40	130	54	151	19	92	16	1,146
Other transition costs (Mid,Dev,GmbH)	139	134	124	108	108	108	104	82	82	82	82	69	69	1,292
Ordinary Course Professionals - Non-op														-
Debt reduction	12,500													12,500
Restructuring Professionals	-	-	-	553	553	553	553	458	458	458	458	721	721	5,483
Total Non-Operating Disbursements	12,639	388	165	797	709	825	696	670	594	691	559	882	805	20,421
Total Disbursements	12,891	652	904	1,123	1,913	1,082	1,381	989	1,396	959	1,106	1,232	1,455	27,082
Net Cash Flow	(12,891)	(652)	(904)	(1,123)	(1,913)	(1,082)	(1,381)	(989)	(1,396)	(959)	(1,106)	(1,232)	(1,455)	
Cumulative Net Cash Flow	(12,891)	(13,542)	(14,446)	(15,568)	(17,482)	(18,564)	(19,945)	(20,934)	(22,330)	(23,289)	(24,396)	(25,628)	(27,082)	
Ending Cash Balance	\$ 50,609	\$ 49,958	\$ 49,054	\$ 47,932	\$ 46,018	\$ 44,936	\$ 43,555	\$ 42,566	\$ 41,170	\$ 40,211	\$ 39,104	\$ 37,872	\$ 36,418	

CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Inland Underwriters Insurance Agency One 13th Street Charlestown Navy Yard Charlestown MA 02129		CONTACT NAME: PHONE (A/C No. Ext): (617) 242-0244 FAX (A/C No.): (617) 242-3561 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
INSURED Evergreen Solar, Inc. 138 Bartlett Street Marlboro MA 01752		INSURER(S) AFFORDING COVERAGE INSURER A: F M Global INSURER B: Employers Fire Insurance Co. INSURER C: Hartford Fire Insurance Company INSURER D: AIM Mutual Insurance Co. INSURER E: INSURER F:	
		NAIC #	

COVERAGES

CERTIFICATE NUMBER: 10/11 Master Cert

REVISION NUMBER:

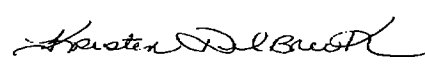
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY			08 UENZS5427	09/06/2010	09/06/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY			FB1E63713	03/02/2011	03/02/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Coll Ded- \$1,000						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			08UENZS5427	09/06/2010	09/06/2011	EACH OCCURRENCE \$ 25,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$ 25,000,000 \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			2000131012010	10/26/2010	10/26/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			
A	Property			AG130	07/25/2010	08/25/2011	Property - \$500,000,000 Deductible - \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Issued as Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

US Trustee	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Kristen 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 876191-ALL-FINPR-10-12	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Union Fire Insurance Co Of Pittsburgh		19445
INSURER B: _____		
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

COVERAGES **CERTIFICATE NUMBER:** NYC-006217157-02 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC.						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	DIRECTORS AND OFFICERS			01-301-72-50	11/02/2010	11/02/2012	LIMIT 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

EVIDENCE OF INSURANCE. INCLUDES SIX YEAR RUN-OFF D&O COVERAGE.

CERTIFICATE HOLDER EVERGREEN SOLAR, INC. ATTN: CHRISTIAN EHRBAR 138 BARTLETT STREET MARLBORO, MA 01752	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. William G. Cornish <i>William G. Cornish</i>
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AGENCY CUSTOMER ID: 876191

LOC #: Boston



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, INC.		NAMED INSURED EVERGREEN SOLAR, INC. ATTN: CHRISTIAN EHRBAR 138 BARTLETT STREET MARLBORO, MA 01752	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

DIRECTORS AND OFFICERS (CONTINUED)

Policy Details

Insr: Berkley Insurance Company
Policy Number: 1987782
Eff Dt. 11/02/2010 Exp. Dt. 11/02/2012
Limit: \$5,000,000 xs \$10,000,000

Insr: Old Republic Insurance Company
Policy Number: CUG 34050
Eff Dt. 11/02/2010 Exp. Dt. 11/02/2012
Limit: \$5,000,000 xs \$15,000,000

Insr: Everest National Insurance Company
Policy Number: SC5ED00013-101
Eff Dt. 11/02/2010 Exp. Dt. 11/02/2012
Limit: \$5,000,000 xs \$20,000,000

Insr: AXIS Insurance Company
Policy Number: MON743946/01/2010
Eff Dt. 11/02/2010 Exp. Dt. 11/02/2012
Limit: \$5,000,000 xs \$25,000,000

Insr: ACE American Insurance Company
Policy Number: G21668412 006
Eff Dt. 11/02/2010 Exp. Dt. 11/02/2012
Limit: \$5,000,000 xs \$30,000,000

Insr: XL Specialty Insurane Company
Policy Number: ELU119351-10
Eff Dt. 11/02/2010 Exp. Dt. 11/02/2012
Limit: \$10,000,000 xs \$35,000,000

EMPLOYMENT PRACTICES LIABILITY

Policy Details

Insr: National Union Fire Insurance Company of Pittsburgh, Pa.
Policy Number: 01-301-72-67
Eff Dt. 11/02/2010 Exp. Dt. 11/02/2011
Limit: \$3,000,000

FIDUCIARY LIABILITY

Policy Details

Insr: National Union Fire Insurance Company of Pittsburgh, Pa.
Policy Number: 01-301-90-57
Eff Dt. 11/02/2010 Exp. Dt. 11/02/2011
Limit: \$3,000,000



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
8/19/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Inland Underwriters Insurance Agency One 13th Street Charlestown Navy Yard Charlestown MA 02129	CONTACT NAME: Kristen Delbrook PHONE (A/C, No, Ext): (617) 242-0244 E-MAIL ADDRESS: KDelbrook@iuiainc.com PRODUCER CUSTOMER ID: 00000268	FAX (A/C, No): (617) 242-3561
	INSURER(S) AFFORDING COVERAGE	
INSURED Evergreen Solar, Inc. 138 Bartlett Street Marlboro MA 01752	INSURER A: Hartford Fire Insurance Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CP1181900812 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	PROPERTY				BUILDING	\$
	CAUSES OF LOSS	DEDUCTIBLES			PERSONAL PROPERTY	\$
	BASIC	BUILDING			BUSINESS INCOME	\$
	BROAD	CONTENTS			EXTRA EXPENSE	\$
	SPECIAL				RENTAL VALUE	\$
	EARTHQUAKE			BLANKET BUILDING	\$	
	WIND			BLANKET PERS PROP	\$	
	FLOOD			BLANKET BLDG & PP	\$	
					\$	
					\$	
	INLAND MARINE	TYPE OF POLICY				\$
	CAUSES OF LOSS					\$
	NAMED PERILS	POLICY NUMBER				\$
						\$
	CRIME					\$
	TYPE OF POLICY					\$
						\$
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
						\$
A	OCEAN CARGO	08CTPRO2635	8/11/2011	8/11/2012	Limit of Liability	\$ 3,000,000
						\$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

CERTIFICATE HOLDER US Trustee	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE James Godwin/KRISTI <i>James C. Godwin</i>

Evergreen Solar Inc.
Debtor

Case No. 11-12590 (MFW)

Explanation of Area(s) of Self-Insurance

Below please find the policies under which the Debtors have a self-insured retention:

- **Dental Plan**
 - Insurer: **Delta Dental of Massachusetts**
 - Policy Number: **Group No. 000271**
 - Amount of self-insured retention: **\$29,300**

CASH MANAGEMENT ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11
EVERGREEN SOLAR, INC.,¹) Case No. 11-12590 (MFW)
Debtor.) **Related Docket No. 8**

**ORDER AUTHORIZING (I) MAINTENANCE OF EXISTING
BANK ACCOUNTS, (II) CONTINUED USE OF EXISTING
CASH MANAGEMENT SYSTEM, AND (III) WAIVER OF
SECTION 345(b) DEPOSIT AND INVESTMENT REQUIREMENTS**

Upon consideration of the motion (the "Motion")² filed by the debtor and debtor in possession (the "Debtor") in the above-captioned chapter 11 case, seeking entry of an Order under sections 105, 363, 1107 and 1108 of title 11 of the United States Code (the "Bankruptcy Code") (i) authorizing the Debtor to maintain existing bank accounts, (ii) authorizing the Debtor to continue use of existing Cash Management System, and (iii) granting a limited waiver of section 345(b) deposit and investment requirements; and it appearing that the relief requested is in the best interests of the Debtor's estate, its creditors and other parties in interest; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M) and (O); and due and adequate notice of the Motion having been given under the circumstances; and after due deliberation and cause appearing therefor; it is hereby

ORDERED that the Motion is granted as provided herein; and it is further

¹ The last four digits of the Debtor's federal tax identification number are 2254. The Debtor's mailing address is 138 Bartlett Street, Marlboro, MA 01752.

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

ORDERED that all payments made in accordance with this Order shall be subject to the Cash Collateral Order; and it is further

ORDERED that the Debtor is authorized, but not directed, in the reasonable exercise of its business judgment, (i) to designate, maintain and continue to use, with the same account numbers, all of the bank accounts in existence on the Petition Date identified on Exhibit B to the Motion (the "Bank Accounts"); (ii) to use, in their present form, checks and other documents related to the Bank Accounts and (iii) to treat the Bank Accounts for all purposes as accounts of the Debtor as debtor in possession; and it is further

ORDERED that, except as otherwise expressly provided in this Order for the Debtor's Bank Accounts with Bank of America, the bank at which any Bank Account is maintained (the "Bank") is hereby authorized to continue to service and administer such Bank Account as an account of the Debtor as a debtor in possession without interruption and in the usual and ordinary course of business, and to receive, process, honor and pay any and all checks and drafts drawn on the Bank Account after the Petition Date by the holders or makers thereof, as the case may be; *provided, however*, that any check that has been drawn or issued by the Debtor before the Petition Date may be honored by any bank only if specifically authorized by order of this Court; and it is further

ORDERED that (i) certain existing arrangements between the Debtor and the Banks with respect to the Bank Accounts and with respect to the transfers to and from the Bank Accounts shall continue to govern the postpetition cash management relationship between the Debtor and each of the Banks; (ii) the Debtor and each of the Banks may, without further order

of this Court, agree to and implement changes to the cash management system and procedures in the ordinary course of business, including, without limitation, the opening and closing of bank accounts, with notice to the United States Trustee and counsel to any official committee appointed in this case; and (iii) in the course of providing cash management services to the Debtor, each Bank is authorized, without further Order of this Court, to continue to deduct from the appropriate accounts of the Debtor, the Bank's customary fees and expenses associated with the nature of the deposit and cash management services rendered to the Debtor; and is further

ORDERED that, except for the Debtor's Bank Accounts with Bank of America, each Bank that maintains a disbursement account of the Debtor shall implement reasonable handling procedures designed to effectuate the terms of this Order, and no Bank that implements such handling procedures and then honors a prepetition check or other item drawn on any account that is the subject of this Order either (i) at the direction of the Debtor to honor such prepetition check or item, (ii) in good faith belief that the Court has authorized such prepetition check or item to be honored, or (iii) as a result of an innocent mistake made despite implementation of such handling procedures, shall be deemed in violation of this Order; and it is further

ORDERED that the Debtor may continue to fund its business and operations through the Bank Accounts, subject to the Cash Collateral Order and its associated budget; and it is further

ORDERED that the Debtor shall maintain detailed records reflecting all transfers of funds under the terms and conditions provided for by the existing agreements with the

institutions participating in the Debtor's Cash Management System in connection with the ongoing utilization of its Cash Management System; and it is further

ORDERED that nothing contained herein shall prevent the Debtor from opening any new bank accounts or closing any existing bank accounts as it may deem necessary and appropriate, with notice to the United States Trustee, the Debtor's prepetition and postpetition lenders, and to any official committee appointed in these cases; *provided, however*, that any new account shall be with a bank that is insured by the Federal Deposit Insurance Corporation and organized under the laws of the United States or any state therein, and subject to the restrictions in the Cash Collateral Order; and it is further

ORDERED that the Debtor is authorized to continue to use and issue checks without alteration and without the designation "debtor in possession" imprinted upon them *provided, however*, that upon exhaustion of its current check supply the Debtor shall designate "debtor in possession" on any new checks obtained postpetition; and it is further

ORDERED that the Debtor is authorized to continue utilizing its Cash Management System to manage its cash, in a manner consistent with its prepetition practice and subject to the Cash Collateral Order and its associated budget; *provided, however*, that with respect to Intercompany Transactions, the Debtor is only authorize to continue Intercompany Transactions with Hubei Evergreen Solar Co., Ltd. and Evergreen Solar GmbH³; and it is further

ORDERED that, pursuant to section 507(a)(i) of the Bankruptcy Code, the Debtor is authorized to continue to consummate Intercompany Transactions with Hubei Evergreen Solar

³ For the avoidance of doubt, no monies shall be distributed to Evergreen Wuhan.

Co., Ltd. and Evergreen Solar GmbH in the ordinary course of business and subject to the Cash Collateral Order and its associated budget, and all intercompany claims by and against the Debtor arising from Intercompany Transactions with Hubei Evergreen Solar Co., Ltd. and Evergreen Solar GmbH are accorded administrative priority expenses status; and it is further

ORDERED that, subject to the following paragraph of this Order, the Debtor is (i) authorized, on an interim basis, to deposit funds, in excess of amounts insured by the Federal Depository Insurance Corporation, as requested in the Motion, all in accordance with the Debtor's customary prepetition Cash Management System, in addition to the investments and deposits permitted by Bankruptcy Code § 345 and (ii) granted a 60-day extension of time to comply with the investment and deposit requirements of section 345 of the Bankruptcy Code, which extension is without prejudice to the Debtor's ability to seek a final waiver of those requirements; and it is further

ORDERED, for banks at which the Debtor holds accounts that are party to a Uniform Depository Agreement with the Office of the United States Trustee for the District of Delaware, within fifteen (15) days from the date of entry of this Order the Debtor shall (a) contact each bank, (b) provide the bank with each of the Debtor's employer identification numbers, and (c) identify each of their accounts held at such banks as being held by a debtor in possession; and it is further

ORDERED that, with respect to the Debtor's Bank Accounts with Bank of America, Bank of America is hereby authorized to continue to service and administer such Bank Accounts as accounts of the Debtor as a debtor in possession without interruption and in the

usual and ordinary course of business, and to receive, process, honor and pay any and all checks, drafts, wires and automated clearing house transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be to the extent funds are available in said accounts upon which such checks, drafts or wire transfers are drawn and, with respect to automated clearing house transfers, only to the extent such transfers are prefunded; *provided, however*, that any check that has been drawn or issued by the Debtor before the Petition Date may be honored by Bank of America only if specifically authorized by order of this Court; and it is further

ORDERED that, with respect to the Debtor's Bank Accounts with Bank of America, nothing in this Order shall in any way alter or impair the rights and remedies of Bank of America with respect to existing arrangements in effect with respect to the Bank Accounts, including, without limitation, Bank of America's ability to close, terminate or modify certain banking services associated with the Bank Accounts pursuant to the terms of such agreement upon at least thirty (30) days prior written notice to the Debtor of any such proposed closure; and it is further

ORDERED that, with respect to the Debtor's Bank Accounts with Bank of America, that the Debtor is authorized to pay to Bank of America any fees payable under any existing arrangements with respect to the Bank Accounts in the ordinary course of business as an administrative expense pursuant to the same payment procedures employed prior to the Petition Date and the automatic stay is modified to the extent necessary to allow Bank of America to set off against amounts on deposit in the Bank Accounts any such fees and in such event Bank of

America shall provide Debtor with written notice thereof within five (5) business days unless paid by the Debtor in the five (5) business day period; and it is further

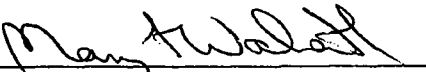
ORDERED that, with respect to the Debtor's Bank Accounts with Bank of America, that all checks and other debits presented to the Bank Accounts in respect of checks, drafts, wire transfers or automated clearing house transfers issued or initiated by the Debtor prior to the Petition Date shall not be processed, honored or paid by Bank of America, except for checks authorized to be paid pursuant to an order of this Court and identified to Bank of America by check number and Bank of America is entitled to rely on the Debtor's instructions and shall have no liability and be indemnified by the Debtor with respect to any and all claims or losses arising from Bank of America's good faith reliance on such instructions, except the Debtor shall not indemnify Bank of America for their gross negligence or malfeasance; and it is further

ORDERED that the authority and approvals granted by the terms of this Order to the Debtor, including with respect to the opening and closing of bank accounts and continuation of its Cash Management System, shall be in all respects subject to any requirements imposed on the Debtor under the Cash Collateral Order; and it is further

ORDERED that the Debtor shall cause a copy of this Order to be served on each Bank at which a Bank Account is maintained within five (5) business days of the date hereof; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

Dated: August 17, 2011


The Honorable Mary F. Walrath
United States Bankruptcy Judge

RETAINERS PAID

Debtor

SCHEDULE OF RETAINERS / ADVANCES PAID TO PROFESSIONALS
 (This schedule is to include each Professional paid a retainer and/or advance)

Payee	Check		Name of Payor	Amount
	Date	Number		
Bingham McCutchen LLP ⁽¹⁾	4/19, 5/9/11	Wire	Evergreen Solar, Inc.	\$ 700,000
Akin Gump Strauss Hauer & Feld LLP	4/20, 8/15/11	Wire	Evergreen Solar, Inc.	150,000
Pachulski Stang Ziehl & Jones LLP	5/25, 8/15/11	Wire	Evergreen Solar, Inc.	200,000
Ernst & Young LLP	08/05/11	Wire	Evergreen Solar, Inc.	100,000
Zolfo Cooper, LLC	07/29/11	Wire	Evergreen Solar, Inc.	75,000
Sunstein Kann Murphy & Timbers LLP	05/04/11	117823	Evergreen Solar, Inc.	70,000
Morris, Nichols, Arsht & Tunnell LLP	08/12/11	Wire	Evergreen Solar, Inc.	50,000
O'Connor, Carnathan and Mack, LLC	08/15/11	Wire	Evergreen Solar, Inc.	25,000
Bello Black & Welsh LLP	08/15/11	Wire	Evergreen Solar, Inc.	12,000

(1) Retainer increased from \$500k to \$700k on 5/9/11