

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

iSun, Inc., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11144 (TMH)
(Jointly Administered)

RE: D.I. 65, 183, 269, 286, 358 and 371

**CORRECTED CERTIFICATION OF COUNSEL SUBMITTING PROPOSED ORDER
(I) APPROVING THE SALE OF THE DEBTORS' ASSETS FREE AND
CLEAR; (II) APPROVING THE ASSUMPTION AND ASSIGNMENT OF CONTRACTS
AND LEASES; AND (III) GRANTING RELATED RELIEF**

I, Michael Van Gorder, Esq., of Gellert Seitz Busenkell & Brown, LLC, counsel to the above captioned debtors and debtors-in-possession (the “Debtors”) hereby certify as follows:

1. On June 7, 2024, the Debtors filed the *Debtors’ Motion For Entry Of Orders (A) (I) Approving Bid Procedures In Connection With The Sale Of Substantially All Of The Debtors’ Assets, (II) Scheduling An Auction And A Sale Hearing, (III) Approving The Form And Manner Of Notice Thereof, (IV) Authorizing The Debtors To Enter Into The Stalking Horse Agreement, (V) Approving Procedures For The Assumption And Assignment Of Contracts And Leases, And (VI) Granting Related Relief; And (B) (I) Approving The Purchase Agreement; (II) Approving The Sale Of Substantially All Of The Debtors’ Assets Free And Clear; (III) Approving The*

¹ The Debtors in these Chapter 11 cases, along with the last four (4) digits of their federal tax identification numbers, are: (i) iSun, Inc. (“iSun”) (0172) (ii) Hudson Solar Service, LLC (“Hudson”) (1635); (iii) Hudson Valley Clean Energy, Inc. (“Hudson Valley”) (8214); (iv) iSun Corporate, LLC (“iSun Corporate”) (4391); (v) iSun Energy, LLC (“iSun Energy”) (1676); (vi) iSun Industrial, LLC (“iSun Industrial”) (4333); (vii) iSun Residential, Inc. (“iSun Residential”) (3525); (viii) iSun Utility, LLC (“iSun Utility”) (4411); (ix) Liberty Electric, Inc. (“Liberty”) (8485); (x) Peck Electric Co. (“Peck”) (5229); (xi) SolarCommunities, Inc. (“SolarCommunities”) (7316); and (xii) Sun CSA 36, LLC (“Sun CSA”) (7316); (collectively referred to as the “Debtors”). The Debtors’ mailing address is: 400 Avenue D, Suite 10 Williston, Vermont 05495, with copies to Gellert Seitz Busenkell & Brown LLC, Attn: Michael Busenkell, 1201 N. Orange Street, Suite 300, Wilmington, DE 19801.

Assumption And Assignment Of Contracts And Leases; And (IV) Granting Related Relief (the “Bid Procedures Motion”) [D.I. 65].

2. On July 10, 2024, the Bankruptcy Court entered the *Order (A) (I) Approving Bid Procedures In Connection With The Sale Of Substantially All Of The Debtors Assets, (II) Scheduling An Auction And A Sale Hearing, (III) Approving The Form And Manner Of Notice Thereof, (IV) Authorizing The Debtors To Enter Into The Stalking Horse Agreement, (V) Approving Procedures For The Assumption And Assignment Of Contracts And Leases, And (VI) Granting Related Relief; And (B) (I) Approving The Purchase Agreement; (II) Approving The Sale Of Substantially All Of The Debtors Assets Free And Clear; (III) Approving The Assumption And Assignment Of Contracts And Leases; And (IV) Granting Related Relief* [D.I. 183] (the “Bid Procedures Order”)².

3. On July 10, 2024, Debtors filed the *Notice of Sale by Auction, Sale Hearing, and Designation of Stalking Horse Bidder* [D.I. 184] (the “Sale Notice”), detailing, among other things, the deadline to file objections to the proposed sale (the “Sale Objection Deadline”) and the time and date for the Sale Hearing.

4. Commencing on July 10, 2024, Debtors filed the *Notice of Potential Contract Assumption and Assignment* [D.I. 185], as amended on July 11, 2024 [D.I. 186] and July 22, 2024 [D.I. 233] (the “Initial Assumption Notice”); the *Supplemental Notice of Potential Contract Assumption and Assignment* [D.I. 226] (the “First Supplemental Notice”); the *Second Supplemental Notice of Potential Contract Assumption and Assignment* [D.I. 230] (the “Second Supplemental Notice”); and the *Third Supplemental Notice of Potential Contract Assumption and*

² Capitalized terms not defined herein shall have the meanings provided to them in the Bid Procedures Motion, the Bid Procedures Order or the Bid Procedures.

Assignment [D.I. 321] (the “Third Supplemental Notice” and together with the Initial Assumption Notice, the First Supplemental Notice, and the Second Supplemental Notice the “Assumption Notices”)

5. On July 23, 2024, Debtors filed a *Notice of Successful Bidder and Cancellation of Auction* (the “Successful Bidder Notice”) [D.I. 269] identifying the Stalking Horse Bidder as the Successful Bidder.

6. On July 24, 2024, August 9, 2024, and August 13, 2024, Debtors filed the proposed sale order and various revisions thereto (collectively, the “Proposed Sale Order”) [D.I. 286, 358 and 371].

7. Prior to the hearing scheduled for August 12, 2024, the Debtors, the UST, the Committee, the pre-petition lender, post-petition lender, and other interested parties engaged in good faith communications regarding the various objections but were unable to reach a consensus on certain issues. The parties requested a continuance until August 13, 2024 in order to continue those discussions, which the Court granted.

8. Prior to the continued hearing on August 13, 2024, the parties were able to resolve the majority of the outstanding issues in principle but required additional time to revise the Proposed Sale Order to reflect those resolutions.

9. The Court held the Sale Hearing on August 13, 2024 (the “Hearing”). For the reasons set forth on the record at the Hearing, the parties have engaged in further discussions and have made further revisions to the Proposed Sale Order, attached hereto as **Exhibit A**.

10. The Objections of the Committee, Fusion, Encore, Ford, and Ally were unresolved at the close of the Hearing, but the parties have now each confirmed that their objections are resolved by the revised sale order.

11. The undersigned certifies that he has reviewed the Court's docket for this case and no other answer, objection or responsive pleading regarding the approval of the sale appears thereon.

12. A blackline of the Post-Hearing Revised Sale Order marked against the version filed with the court at D.I. 371 is attached hereto as **Exhibit B**.

13. A blackline of the Amended and Restated Asset Purchase Agreement marked against the version filed at D.I. 183-5 is attached hereto as **Exhibit C**.

WHEREFORE, the undersigned respectfully requests that the Court enter the proposed order attached hereto as **Exhibit A**, without further notice or hearing.

Dated: August 23, 2024

GELLERT SEITZ BUSENKELL &
BROWN, LLC

/s/ Michael Van Gorder

Michael Busenkell (DE 3933)

Amy D. Brown (DE 4077)

Michael Van Gorder (DE 6214)

1201 North Orange Street, Suite 300

Wilmington, Delaware 19801

Telephone: (302) 425-5812

Facsimile: (302) 425-5814

Email: mbusenkell@gsbblaw.com

abrown@gsbblaw.com

mvangorder@gsbblaw.com

Counsel to the Debtors and Debtors-in-Possession

EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

iSun, Inc., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11144 (TMH)

(Jointly Administered)

**ORDER (I) APPROVING THE SALE OF THE DEBTORS' ASSETS FREE AND
CLEAR; (II) APPROVING THE ASSUMPTION AND ASSIGNMENT OF CONTRACTS
AND LEASES; AND (III) GRANTING RELATED RELIEF**

Upon the motion dated June 7, 2024 [Dkt. No. 65] (the “Motion”)² of the Debtors for entry of an order (this “Order”), pursuant to sections 105(a), 363, and 365 of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) (i) approving the sale (the “Sale”) of the Acquired Assets (as defined in the Stalking Horse Agreement) free and clear of all liens, claims, encumbrances, and other interests (as described herein), in accordance with the terms and conditions contained in that certain *Amended and Restated Asset Purchase Agreement*, dated as of August 22, 2024 (as amended and supplemented from time to time and including the exhibits and schedules thereto, the “Stalking Horse Agreement”),³ by and among the Debtors and Clean

¹ The Debtors in these Chapter 11 cases, along with the last four (4) digits of their federal tax identification numbers, are: (i) iSun, Inc. (“iSun”) (0172) (ii) Hudson Solar Service, LLC (“Hudson”) (1635); (iii) Hudson Valley Clean Energy, Inc. (“Hudson Valley”) (8214); (iv) iSun Corporate, LLC (“iSun Corporate”) (4391); (v) iSun Energy, LLC (“iSun Energy”) (1676); (vi) iSun Industrial, LLC (“iSun Industrial”) (4333); (vii) iSun Residential, Inc. (“iSun Residential”) (3525); (viii) iSun Utility, LLC (“iSun Utility”) (4411); (ix) Liberty Electric, Inc. (“Liberty”) (8485); (x) Peck Electric Co. (“Peck”) (5229); (xi) SolarCommunities, Inc. (“SolarCommunities”) (7316); and (xii) Sun CSA 36, LLC (“Sun CSA”) (7316); (collectively referred to as the “Debtors”). The Debtors’ mailing address is: 400 Avenue D, Suite 10 Williston, Vermont 05495, with copies to Gellert Seitz Busenkell & Brown LLC, Attn: Michael Busenkell, 1201 N. Orange Street, Suite 300, Wilmington, DE 19801.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Stalking Horse Agreement (as defined herein), the Motion or the Bidding Procedures Order (as defined herein).

³ A true and correct copy of the Stalking Horse Agreement is attached hereto as Exhibit 1.

Royalties, LLC (together with any affiliated assignee or designee, the “Purchaser”); (ii) approving the assumption and assignment of certain executory contracts and leases set forth on Exhibit 2 attached hereto (the “Assumed Contracts”); (iii) authorizing the Debtors to take all actions necessary to consummate the transactions contemplated by the Stalking Horse Agreement (the foregoing clauses (i)–(iii) collectively, the “Sale Transaction”); and (iv) granting related relief, all as more fully set forth in the Motion; and this Court having entered the *Order (I) Approving Bid Procedures in Connection with the Sale of Substantially All of the Debtors’ Assets, (II) Scheduling an Auction and a Sale Hearing, (III) Approving the Form and Manner of Notice Thereof, (IV) Authorizing the Debtors to Enter into the Stalking Horse Agreement, (V) Approving Procedures for the Assumption and Assignment of Contracts and Leases, and (VI) Granting Related Relief*; [Dkt. No. 183] (the “Bidding Procedures Order”); and the Debtors having determined that the Purchaser has submitted the highest or otherwise best bid for the Acquired Assets, in accordance with the Bidding Procedures; and the Court having held a hearing on August 12, 2024 (the “Sale Hearing”), to approve the Sale Transaction; and the Court having reviewed and considered (a) the Motion, (b) the objections to the Motion or the Sale, if any, (c) all other pleadings filed in support of the Motion, and (d) the arguments of counsel made, and the evidence proffered or adduced, in connection with the Sale Hearing and any other hearing related to the Motion; and due notice of the Motion and the form of this Order having been provided; and all objections to the Sale Transaction and this Order having been withdrawn, resolved or overruled; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors and all other parties in interest; and upon the record of the Sale Hearing and the Chapter 11 Cases; and after due deliberation thereon; and good cause appearing therefore,

THE COURT HEREBY FINDS AS FOLLOWS:

Jurisdiction, Final Order, and Statutory Predicates

A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b) and the Court may enter a final order hereon under Article III of the U.S. Constitution.

B. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. This Order constitutes a final order within the meaning of 28 U.S.C. §158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein. Accordingly, there is sufficient cause to lift the stay contemplated by Bankruptcy Rules 6004(h) and 6006(d) with regards to the transactions contemplated by this Order.

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

E. The predicates for the relief requested by this Motion are sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014 and Rule 6004-1 of the Local Rules for the United States Bankruptcy Court for the District of Delaware (the "Local Rules").

Corporate Authority

F. Upon entry of this Order, each of the Debtors has, to the extent necessary and applicable, (i) full corporate power and authority to execute and deliver the Stalking Horse Agreement and all other documents contemplated thereby (collectively, the “Transaction Documents”), (ii) all corporate authority necessary to consummate the transactions contemplated by the Stalking Horse Agreement and the other Transaction Documents, and (iii) taken (or will be deemed to have taken) all corporate action and formalities necessary to authorize and approve the Stalking Horse Agreement, any other Transaction Documents, and the consummation of the transactions contemplated thereby. The Sale Transaction has been duly and validly authorized by all necessary corporate action. No consents or approvals other than those expressly provided for in the Stalking Horse Agreement are required for the Debtors to consummate the Sale Transaction, the Stalking Horse Agreement, the other Transaction Documents or the transactions contemplated thereby.

Retention of Jurisdiction

G. It is necessary and appropriate for the Court to retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order, the Stalking Horse Agreement, the other Transaction Documents, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are a party or which has been assigned by the Debtors to the Purchaser, and to adjudicate, if necessary, any and all disputes involving the Debtors concerning or relating in any way to, or affecting, the Sale Transaction or the transactions contemplated in the Stalking Horse Agreement and the other Transaction Documents.

**Notice of Sale, Auction, Sale Hearing,
Stalking Horse Agreement and Assumption and Assignment**

H. Actual written notice of the Motion, the Sale Transaction, the Auction, the Sale Hearing, and transactions contemplated thereby, and a fair and reasonable opportunity to object and to be heard with respect to the Motion and the relief requested therein, has been given to all interested persons and entities, including, without limitation, the following parties: (i) the office of the U.S. Trustee for the District of Delaware; (ii) counsel to the official committee of unsecured creditors, if one is appointed; (iii) counsel to the Stalking Horse Bidder; (iv) counsel to the Prepetition Lender; (v) all parties known by the Debtors to assert a lien on any of the Acquired Assets; (vi) all entities reasonably known to have expressed an interest in a transaction with respect to any of the Acquired Assets during the past twelve (12) months; (vii) the United States Attorney's Office for the District of Delaware; (viii) the Internal Revenue Service; (ix) all state and local taxing authorities where the Debtors are formed or operate or that otherwise have an interest in the Acquired Assets; (x) the offices of the attorneys general for the states in which the Debtors operate; (xi) all other governmental agencies with an interest in the Sale and Sale Transactions; (xii) the office of the secretary of state in each state in which the Debtors operate or are organized; (xiii) all environmental authorities having jurisdiction over any of the Acquired Assets; (xiv) all other parties known or reasonably believed to have asserted an interest in the Acquired Assets; (xv) the counterparties to the Assumed Contracts (the "Assumed Contract Counterparties"); (xvi) the Debtors' insurance carriers; (xvii) all known creditors of the Debtors; (xviii) all registered holders of equity interests in the Debtors; and (xix) any party that has requested notice pursuant to Bankruptcy Rule 2002.

I. In addition, the Debtors have caused notice of the Motion, the Sale, the Auction, and the Sale Hearing to be published in *The Burlington Free Press* on July 14, 2024 and *The New*

York Times on July 15, 2024 [*see* Dkt. No. 289]. Such notice was sufficient and reasonably calculated under the circumstances to reach persons or entities whose identities are not reasonably ascertained by the Debtors.

J. In accordance with the provisions of the Bidding Procedures Order and the Assumption Procedures, the Debtors have served the *Amended Notice of Potential Contract Assumption and Assignment* [Dkt. No. 186] and three supplements thereto [Dkt. Nos. 226, 230, 321] (collectively, the “Assumption Notice”) upon the Assumed Contract Counterparties, which provided notice (i) that the Debtors seek to assume and assign to the Purchaser the Assumed Contracts, and (ii) the relevant cure costs for the Assumed Contracts. Service of such Assumption Notice was good and sufficient, and appropriate under the particular circumstances, and no other or further notice of the assumption and assignment of the Assumed Contracts or the cure costs is or shall be required. Each of the Assumed Contract Counterparties has had an adequate opportunity to object to the Cure Amounts set forth in the Cure Notice and to the assumption and assignment to the Purchaser of the applicable Assumed Contracts, including objections related to the adequate assurance of future performance and objections based on whether applicable law excuses the counterparty from accepting performance by, or rendering performance to, the Purchaser (or its designee) for purposes of Bankruptcy Code section 365(c)(1). All objections, responses, or requests for adequate assurance, if any, have been resolved, overruled, or denied, as applicable.

K. As evidenced by the affidavits of service and publication previously filed with the Court, and based on the representations of counsel at the Sale Hearing, proper, timely, adequate, and sufficient notice of the Motion, the Bidding Procedures, the Auction, the Sale Hearing, and the Sale Transaction has been provided in accordance with sections 102(l), 363, and 365 of the

Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 6006, and Local Rules 2002-1, 6004-1, and 9013-1. The Debtors have complied with all obligations to provide notice of the Motion, the Bidding Procedures, the Sale Hearing, and the Sale Transaction as required by the Bidding Procedures Order. The notices described herein were good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Sale Transaction, the Auction, the Sale Hearing, or the assumption and assignment of the Assumed Contracts to the Purchaser is or shall be required.

Business Judgment

L. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for, and compelling circumstances to promptly consummate, the Sale Transaction and the other transactions contemplated by the Transaction Documents. Entry into the Transaction Documents and the consummation of the transactions contemplated thereby, including the Sale Transaction and the assumption and assignment of the Assumed Contracts, constitutes a reasonable exercise of the Debtors' sound business judgment and such acts are in the best interests of the Debtors, their estates, and all parties in interest. Such business reasons include, but are not limited to, the following: (i) the Stalking Horse Agreement constitutes the highest and best offer for the Acquired Assets; (ii) the Sale Transaction presents the best opportunity to maximize the value of the Debtors' estates and is beneficial to the Debtors' estates and is in the best interests of the Debtors and their stakeholders; and (iii) unless the Sale Transaction and all of the other transactions contemplated by the Transaction Documents are concluded expeditiously, recoveries to creditors may be diminished.

Highest and Best Offer

M. As demonstrated by the *Declaration of Rob Vanderbeek in Support of Debtors' Selection of Successful Bidder and the Proposed Sale Transaction* [Dkt. No. 839] and *Declaration of Richard NeJame in Support of Debtors' Selection of Successful Bidder and the Proposed Sale Transaction* [Dkt. No. 837], the Debtors conducted a sale process in accordance with, and have otherwise complied in all respects with, the Bidding Procedures Order.

N. The sale process set forth in the Bidding Procedures Order afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Acquired Assets. The sale process and the Bidding Procedures were non-collusive, duly noticed, and provided a full, fair and reasonable opportunity for any entity to make an offer to purchase the Acquired Assets. In accordance with the Bidding Procedures, the Debtors determined that the bid submitted by the Purchaser and memorialized by the Stalking Horse Agreement is the Successful Bid (as defined in the Bidding Procedures). The Purchaser was the Successful Bidder (as defined in the Bidding Procedures) for the Acquired Assets in accordance with the Bidding Procedures Order and the Bidding Procedures. The Stalking Horse Agreement constitutes the overall highest and best offer for the Acquired Assets. No other person or entity or group of persons or entities has offered to purchase the Acquired Assets, on acceptable or more favorable terms, for an amount that would give greater economic value to the Debtors than the value being provided by the Purchaser pursuant to the Stalking Horse Agreement in the timeframe contemplated by the Bidding Procedures Order. The Debtors' determination that the Stalking Horse Agreement constitutes the highest and best offer for the Acquired Assets constitutes a valid and sound exercise of the Debtors' business judgment. Among other things, the Sale Transaction

is the best alternative available to the Debtors to maximize the return to their estates. The terms and conditions of the Stalking Horse Agreement are fair and reasonable.

No Fraudulent Transfer

O. The consideration provided by the Purchaser for the Acquired Assets pursuant to the Stalking Horse Agreement (i) is fair and reasonable, (ii) is the highest and best offer for the Acquired Assets, (iii) will provide a greater recovery for the Debtors' creditors than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value, fair consideration and fair value under the Bankruptcy Code and applicable law, including, without limitation, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, and any other applicable law.

P. The Purchaser is not a continuation of the Debtors or their respective estates and the Purchaser is not holding itself out to the public as a continuation of the Debtors or their respective estates and the Sale Transaction does not amount to a consolidation, merger, or *de facto* merger of the Purchaser and the Debtors.

Good Faith of Purchaser

Q. The Transaction Documents were negotiated, proposed and entered into by the Debtors and the Purchaser without collusion, in good faith, and from arm's-length bargaining positions. None of the Debtors, the Purchaser, any other party in interest, or any of their respective representatives has engaged in any conduct that would cause or permit the Transaction Documents, or the consummation of the Sale Transaction, to be avoidable or avoided, or for costs or damages to be imposed, under 11 U.S.C. § 363(n), or has acted in bad faith or in any improper or collusive manner with any person or entity in connection therewith. Specifically, the Purchaser has not acted in a collusive manner with any person or entity and the Purchase Price was not controlled by any

agreement among bidders. The Purchaser is not an “insider” of the Debtors as defined in Bankruptcy Code section 101(31).

R. The Purchaser is a good faith purchaser for value and, as such, is entitled to all of the protections afforded under 11 U.S.C. § 363(m) and any other applicable or similar bankruptcy and non-bankruptcy law. The Purchaser has acted in good faith and in compliance with the terms of the Bidding Procedures and the Bidding Procedures Order in all respects. Specifically: (i) the Purchaser recognized that the Debtors were free to deal with any other party interested in purchasing the Acquired Assets; (ii) the Purchaser complied in all respects with the provisions in the Bidding Procedures Order; (iii) the Purchaser agreed to subject its bid to the competitive Bidding Procedures set forth in the Bidding Procedures Order; (iv) all payments to be made by the Purchaser pursuant to the Stalking Horse Agreement have been disclosed; (v) no common identity of directors, officers or controlling stockholders exists among the Purchaser and the Debtors; (vi) the negotiation and execution of the Transaction Documents were at arm’s-length and in good faith, and at all times each of the Purchaser and the Debtors were represented by competent counsel of their choosing; (vii) the Purchaser did not in any way induce or cause the Debtors’ filing of these Chapter 11 Cases; and (viii) the Purchaser has not acted in a collusive manner with any person or entity. The Purchaser will be acting in good faith within the meaning of 11 U.S.C. § 363(m) in closing the transactions contemplated by the Stalking Horse Agreement.

Satisfaction of Section 363(f)

S. The Debtors may sell the Acquired Assets free and clear of all Liens (as defined in the Stalking Horse Agreement), encumbrances, claims (including those that constitute a “claim” as defined in section 101(5) of the Bankruptcy Code), rights, obligations, liabilities, and any other interest of any kind or nature whatsoever against the Debtors or the Acquired Assets, including,

without limitation, any liabilities, debts or obligations arising under or out of, in connection with, or in any way relating to, any acts or omissions, agreements, rights, suits, demands, guaranties, contract rights, contractual commitments, licenses, restrictions (including, without limitation, any restriction on the use, voting rights, transfer rights, claims for receipt of income, or other exercise of any attributes of ownership), hypothecations, charges, indentures, loan agreements, instruments, leases, options, option rights or claims, deeds of trust, security interests, equity interests, conditional sale rights or other title retention agreements, sales, purported sales, assignment and purported assignments of future receipts, claims, rights or interests (including purported undivided partial interests) arising out of “merchant cash advance” agreements or similar agreements, pledges, judgments, demands, rights of first refusal, offsets, rights of setoff, rights of recovery, reimbursement rights, contribution claims, indemnity rights, exoneration rights, product liability claims, alter-ego claims, environmental rights and claims, labor rights and claims, employment rights and claims, pension rights and claims, employee benefits rights and claims, wage claims, tax claims (including, without limitation, claims for taxes of or against the Debtors or their assets), assessments, assertions of regulatory violations by any governmental entity, decrees of any court or foreign or domestic governmental entity, charges of any kind or nature, debts arising in any way in connection with any agreements, acts, or failures to act, reclamation claims, obligation claims, contractual or other commitment rights and claims, rights of licensees or sublicensees under section 365(n) of the Bankruptcy Code or any similar statute, the costs and expenses of the administration of the Debtors’ estates, all other matters of any kind and nature, any derivative, vicarious, transferee or successor liability claims, and any other rights, claims or causes of action (whether in law or in equity, under any law, statute, rule or regulation of the United States, any state, territory, or possession thereof or the District of Columbia), whether arising prior to or

subsequent to the commencement of these Chapter 11 Cases, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, legal or equitable, secured or unsecured, senior or subordinated, and whether imposed by agreement, understanding, law, equity or otherwise, arising under or out of, in connection with, or in any way related to the Debtors (or their predecessors), the Debtors' interests in the Acquired Assets, the operation of the Debtors' businesses before the Closing (as defined in the Stalking Horse Agreement), or the transfer of the Debtors' interests in the Acquired Assets to Purchaser, and of all Excluded Liabilities (as defined in the Stalking Horse Agreement) (collectively, and excluding any Assumed Obligations and Assumed Indebtedness, the "Interests"), because, with respect to any party asserting an Interest, one or more of the standards set forth in sections 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Holders of an Interest in the Acquired Assets to be transferred pursuant to the Stalking Horse Agreement: (i) have, subject to the terms and conditions of this Order, consented to the Sale Transaction or are deemed to have consented; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such Interest; or (iii) otherwise fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code. Those holders of Interests who did not object or withdrew objections to the Sale Transaction and entry of this Order are deemed to have consented to the Sale Transaction pursuant to section 363(f)(2) of the Bankruptcy Code. The Interests of all holders of Liens relating to the Acquired Assets are adequately protected, thereby satisfying section 363(e) of the Bankruptcy Code because such Liens shall attach solely to the sale proceeds in the order of their priority, and with the same validity, extent, force and effect that they have against such Acquired

Assets immediately prior to the Sale Transaction. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Interests against or in the Acquired Assets (including, for the avoidance of doubt, the DIP Lender) shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all interests which the person or entity has with respect to the Acquired Assets, then with regard to the Acquired Assets that are purchased by the Purchaser pursuant to the Sale Transaction and this Order (i) the Debtors or their designee are hereby authorized to execute and file such statements, instruments, or releases on behalf of the person or entity with respect to the Acquired Assets and (ii) the Purchaser or its designee is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded shall constitute conclusive evidence of the release of Interests against the Acquired Assets.

T. The Purchaser would not have entered into the Stalking Horse Agreement and the other Transaction Documents and would not consummate the transactions contemplated thereby, including the Sale Transaction and the assumption and assignment of the Assumed Contracts, (i) if the transfer of the Acquired Assets were not free and clear of all Interests, including, without limitation, rights or claims based on any successor or transferee liability of any kind or nature whatsoever (except as expressly set forth in the Stalking Horse Agreement or this Order with respect to Assumed Obligations) and (ii) if the Purchaser would, or in the future could, be liable for any such Interest. The Purchaser will not consummate the transactions contemplated by the Stalking Horse Agreement and the other Transaction Documents, including the Sale Transaction and the assumption and assignment of the Assumed Contracts, unless this Court expressly orders that none of the Purchaser or the Acquired Assets will have any liability whatsoever with respect

to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any Interest.

U. Not transferring the Acquired Assets free and clear of all Interests would adversely impact the Debtors' efforts to maximize the value of their estates, and the transfer of the Acquired Assets other than pursuant to a transfer that is free and clear of all Interests would be of substantially less benefit to the Debtors' estates.

V. Except as set forth in the Stalking Horse Agreement, the (i) transfer of the Acquired Assets to the Purchaser and (ii) assignment to the Purchaser of the Assumed Contracts, will not subject the Purchaser to any liability whatsoever, including, without limitation, with respect to the operation of the Debtors' businesses or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, in any theory of law or equity including any laws affecting antitrust, successor, transferee or vicarious liability.

Assumption and Assignment of Assumed Contracts

W. The Debtors have demonstrated that it is an exercise of their sound business judgment to assume and assign the Assumed Contracts to the Purchaser in connection with the consummation of the Sale Transaction, and the assumption and assignment of the Assumed Contracts is in the best interests of the Debtors and their estates. The Assumed Contracts being assigned to the Purchaser, if any, are an integral part of the Acquired Assets being purchased by the Purchaser and, accordingly, such assumption and assignment of Assumed Contracts is reasonable, enhances the value of the Debtors' estates, and does not constitute unfair discrimination.

X. To the extent applicable, the Debtors and the Purchaser have (i) cured, or provided adequate assurance of cure, of any default existing prior to the date hereof under any of the Assumed Contracts, within the meaning of 11 U.S.C. §§ 365(b)(1)(A) and 365(f)(2)(A), and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assumed Contracts within the meaning of 11 U.S.C. § 365(b)(1)(B). The Purchaser has provided adequate assurance of future performance of and under the Assumed Contracts within the meaning of 11 U.S.C. §§ 365(b)(1)(C) and 365(f)(2)(B).

Validity of Transfer

Y. The transfer of the Acquired Assets to the Purchaser will be a legal, valid, and effective transfer of the Acquired Assets, and will vest the Purchaser with all right, title, and interest of the Debtors to the Acquired Assets free and clear of all Interests, as set forth in the Stalking Horse Agreement. The Acquired Assets constitute property of the Debtors and good title is vested in the Debtors within the meaning of section 541(a) of the Bankruptcy Code. The Debtors are the sole and rightful owners of the Acquired Assets, and no other person has any ownership right, title, or interests therein.

Not a *Sub Rosa* Plan

Z. The Sale Transaction does not constitute a *sub rosa* chapter 11 plan or an element of such plan for the Debtors, for which approval has been sought without the protections that a disclosure statement would afford. The Sale Transaction does not (i) impermissibly restructure the rights of the Debtors' creditors or equity interest holders, (ii) impair or circumvent voting rights with respect to any future plan proposed by the Debtors, (iii) impermissibly dictate a plan of

reorganization for the Debtors; or (iv) classify claims or equity interests, compromise controversies, or extend debt maturities.

Legal and Factual Bases

AA. The legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

General Provisions

1. The Motion and the relief requested therein is **GRANTED** and **APPROVED** as set forth herein, the Sale Transaction contemplated thereby and by the Stalking Horse Agreement is approved, and the transactions contemplated by the other Transaction Documents are approved, in each case as set forth in this Order.

2. This Court's findings of fact and conclusions of law set forth in the Bidding Procedures Order are incorporated herein by reference.

3. Objections to the Motion, if any, or the relief requested therein, the Transaction Documents, the Sale Transaction, the entry of this Order, or the relief granted herein that have not been withdrawn, waived, or settled, or not otherwise resolved pursuant to the terms hereof, if any, are hereby **DENIED** and **OVERRULED** on the merits with prejudice. All withdrawn objections are deemed withdrawn with prejudice. Those parties who did not object to the Motion or the entry of this Order in accordance with the Bidding Procedures Order, or who withdrew their objections thereto, are deemed to have consented to the relief granted herein for all purposes, including, without limitation, pursuant to sections 363(f)(2) and 365(c) of the Bankruptcy Code.

Approval of the Sale of the Acquired Assets

4. The Stalking Horse Agreement, including any amendments, supplements and modifications thereto, all other Transaction Documents, and all of the terms and conditions therein, are hereby **APPROVED** in all respects.

5. Pursuant to 11 U.S.C. §§ 363(b) and (f), the sale of the Acquired Assets to the Purchaser free and clear of all Interests is approved in all respects.

6. The Purchaser is authorized to apply all DIP Obligations (other than Tranche 4 DIP Obligations) in satisfaction of the Purchase Price and upon the Closing, (i) the Purchase Price shall be deemed satisfied, on a dollar-for-dollar basis, by the DIP Obligations (other than Tranche 4 DIP Obligations) and (ii) the DIP Obligations shall be extinguished upon such application (or, in the case of Tranche 4 DIP Obligations, assumption by the Purchaser), subject to the paragraphs of this Order under the heading “Resolution of ROFR Objections,” with respect to timing of such extinguishment.

Sale and Transfer of the Acquired Assets

7. The consideration provided by the Purchaser for the Acquired Assets under the Stalking Horse Agreement is fair and reasonable and shall be deemed for all purposes to constitute reasonably equivalent value, fair value, and fair consideration under the Bankruptcy Code and applicable law, including, without limitation, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, the Uniform Fraudulent Conveyance Act, and any other applicable law. The Sale Transaction shall not be avoided or rejected by any person, and costs or damages shall not be imposed or awarded against the Purchaser, under section 363(n) or any other provision of the Bankruptcy Code.

8. The Sale Transaction authorized herein shall be of full force and effect, regardless of the Debtors’ lack or purported lack of good standing in any jurisdiction in which the Debtors

are formed or authorized to transact business. The automatic stay imposed by section 362 of the Bankruptcy Code is modified to the extent necessary to implement the Sale Transaction and the other provisions of this Order; provided, however, that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

9. Subject to the terms, conditions, and provisions of this Order, all persons and entities are hereby forever prohibited, enjoined and barred from taking any action that would adversely affect or interfere, or that would be inconsistent (a) with the ability of the Debtors to sell and transfer the Acquired Assets to the Purchaser free and clear of all Interests in accordance with the terms of the Transaction Documents and this Order and (b) with the ability of the Purchaser to acquire, take possession of, use, operate, sell, or otherwise realize on the Acquired Asset in accordance with the terms of the Transaction Documents and this Order; provided, however, that the foregoing restriction shall not prevent any party in interest from appealing this Order in accordance with applicable law or opposing any appeal of this Order.

10. Pursuant to 11 U.S.C. §§ 105, 363, and 365, the Debtors are hereby authorized to take any and all actions necessary or appropriate to (a) sell the Acquired Assets to the Purchaser, (b) consummate the Sale Transaction and the other transaction contemplated by the Transaction Documents in accordance with, and subject to the terms and conditions of, the Transaction Documents, and (c) transfer and assign all right, title and interest (including common law rights) in their entirety to the Acquired Asset in accordance with and subject to the terms and conditions of the Transaction Documents, in each case without further notice to or order of this Court. The Debtors are further authorized to execute and deliver, and are empowered to perform under, consummate and implement, the Transaction Documents, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Stalking Horse

Agreement, including the related documents, exhibits and schedules and to take all further actions as may be reasonably requested by the Purchaser for the purposes of assigning, transferring, granting, conveying and conferring to the Purchaser or reducing to possession, the Acquired Assets, or as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Stalking Horse Agreement without further notice to or order of this Court. The Debtors are further authorized to pay, without further order of this Court, whether before, at, or after the Closing, any reasonable expenses or costs that are required to be paid to consummate the Sale Transaction or perform their obligations under the Stalking Horse Agreement.

11. Pursuant to 11 U.S.C. §§ 363(b) and 363(f), the Acquired Asset shall be transferred to the Purchaser upon consummation of the Stalking Horse Agreement (such date, the "Closing Date") free and clear of all Interests. The provisions of this Order authorizing and approving the transfer of the Acquired Assets free and clear of all Interests shall be self-executing, and neither the Debtors nor the Purchaser shall be required to (but may) execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order.

12. Following the Closing Date, the Purchaser may, but shall not be required to, file a certified copy of this Order in any filing or recording office in any federal, state, county, or other jurisdiction in which the Debtors are incorporated or have or had real or personal property, or with any other appropriate clerk or recorded with any other appropriate recorder, and, to the extent permitted by applicable law, such filing or recording shall be accepted and shall be sufficient to release, discharge, and terminate any of the Interests as set forth in this Order as of the Closing. On the Closing Date, this Order will be construed, and constitute for any and all purposes, a full and complete general assignment, conveyance and transfer of the Acquired Assets, including the

Assumed Contracts, or a bill of sale transferring good and marketable title in such assets to the Purchaser. Each and every federal, state, and county governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Stalking Horse Agreement; provided that if the prior written approval from a foreign governmental entity is required to consummate the transactions contemplated by the Stalking Horse Agreement, then such authorization shall be obtained on or prior to Closing in accordance with the Stalking Horse Agreement.

13. All persons and/or entities (including the Debtors or any subsequently appointed trustee or estate representative for the Debtors) who on the Closing Date or thereafter may be or are in possession of some or all of the Acquired Assets (or the proceeds thereof) shall hold such assets in trust for the Purchaser and are hereby directed to surrender possession of the Acquired Assets (or the proceeds thereof) directly to the Purchaser or its designee(s) at the Closing or at such time thereafter as the Purchaser may request.

14. Except as expressly permitted by the Stalking Horse Agreement or this Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade creditors, dealers, employees, litigation claimants, and other creditors, holding Interests against or in a Debtor or the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets or the operation of the Acquired Assets before the Closing, or the transactions contemplated by the Stalking Horse Agreement and the other Transaction Documents, including the Sale Transaction and the assumption and assignment of the Assumed Contracts, are forever barred, estopped, and permanently enjoined from asserting,

prosecuting, or otherwise pursuing such persons' or entities' Interests, whether by payment, setoff, or otherwise, directly or indirectly, against the Purchaser and its Affiliates, or any successors or assigns, their respective property and the Acquired Assets (including the Assumed Contracts) and the proceeds thereof. Following the Closing of the Sale Transaction, no party shall interfere with the Purchaser's title to, or use and enjoyment of, the Acquired Assets based on or related to any such Interest or based on any action the Debtors has taken or may take in the Chapter 11 Cases.

15. At the Closing of the Sale Transaction, (i) each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its Interests in or against the Acquired Assets, if any, as such Interests may have been recorded or otherwise exist and (ii) the Debtors and the Purchaser are authorized to take such actions as may be necessary to obtain a release of any and all Interests in, on or against the Acquired Assets, if any, and to the extent contemplated hereby and by the Stalking Horse Agreement.

16. To the extent provided by section 525 of the Bankruptcy Code, no federal, state, or county governmental unit may deny, revoke, suspend, or refuse to renew any permit, license or similar grant relating to the operation of the Acquired Assets on account of the filing or pendency of the Chapter 11 Cases or the consummation of the transactions contemplated by the Stalking Horse Agreement and the other Transaction Documents, including the Sale Transaction and the assumption and assignment of the Assumed Contracts. Each and every federal, state, and county governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Stalking Horse Agreement and the other Transaction Documents, including the Sale Transaction and the assumption and assignment of the Assumed Contracts.

17. To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Acquired Assets, and, to the greatest extent available under applicable law and in accordance with the Stalking Horse Agreement and the other Transaction Documents, all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been transferred to the Purchaser as of the Closing.

18. Subject to the terms and conditions of this Order, the transfer of the Acquired Assets to the Purchaser pursuant to the Stalking Horse Agreement constitutes a legal, valid, and effective transfer of the Acquired Assets, and shall vest the Purchaser with all right, title, and interest of the Debtors in and to the Acquired Assets free and clear of all Interests.

19. On the Closing Date, the Purchaser shall remit the Cash Purchase Price minus the DIP Obligations (outstanding as of the Effective Time (as defined below)) but excluding the Tranche 4 DIP Obligations, less (1) \$350,000 for the purposes described in the wind-down term sheet (the “Wind-Down Term Sheet”) attached as Exhibit B to the stipulation at D.I. 158-1 (the “Stipulation”), subject to the clarifying terms in paragraph 20, below; (2) \$100,000 for Committee professional fees, as set forth in the Stipulation; (3) \$100,000 on account of the Cedar Advance Settlement Payment defined below; and (4) \$300,000 in resolution of the Committee’s objection to the Sale, which use shall be subject to a further stipulation and/or order on the use of cash collateral (which amounts in (1), (2), (3) and (4) shall be paid to the Debtors) to the Prepetition Secured Lender in partial payment of the Prepetition Secured Lender Loan Obligations (as defined in the Final Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364 and 507 (I) Authorizing the Debtors to Obtain Postpetition Financing; (II) Granting Liens and Superpriority Administrative

Expense Claims; (III) Authorizing the Use of Cash Collateral; (IV) Granting Adequate Protection to Prepetition Secured Parties; (V) Modifying the Automatic Stay; and (VI) Granting Related Relief (D.I. #177) (the “Final DIP Order”). For the avoidance of doubt, the \$75,000 funded by the Purchaser at Closing in accordance with the Stipulation shall not constitute cash proceeds of the sale.

20. The \$350,000 referenced in paragraph 19 shall be segregated by the Debtors and held in express trust to be used in accordance with the terms of the Wind-Down Term Sheet to pay (1) allowed fees and costs associated with pursuing the confirmation of a plan of liquidation and the establishment of the liquidation trust as described in the Wind-Down Term Sheet, which fees and costs may include the evaluation of the trust assets, and, (2) upon the effective date of the plan, the remainder shall be disbursed to the liquidating trust to be used in accordance with the Wind-Down Term Sheet and the plan of liquidation. In the event a liquidating trust is not established due to the conversion or dismissal of all of the Debtors’ chapter 11 cases, any order providing for such conversion or dismissal of all (but not less than all) of the Debtors’ chapter 11 cases shall expressly provide that an amount equal to any accrued and allowed fees and costs set forth in part (1) of this paragraph shall be held to pay such claims, and all other amounts shall be returned to Decathlon. Except for the Debtors, the Committee, the Purchaser, and Decathlon, all parties rights to object to such relief in a conversion or dismissal order are reserved.

No Successor Liability

21. The Purchaser is not a “successor” to the Debtors or their estates by reason of any theory of law or equity, and the Purchaser shall not assume, or be deemed to assume, or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates, other than the Assumed Obligations, with respect to the Acquired Assets. Except to the extent the Purchaser assumes Assumed Obligations and Assumed Contracts pursuant to the Stalking Horse

Agreement, neither the purchase of the Acquired Assets by the Purchaser nor the fact that the Purchaser is using any of the Acquired Assets previously operated by the Debtors will cause the Purchaser to be deemed a successor in any respect to the Debtors' businesses or incur any liability derived therefrom within the meaning of any foreign, federal, state or county debt collection practices, insurance, revenue, pension, ERISA, tax, labor, employment, environmental, or other law, rule or regulation (including filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine.

22. The Purchaser has given substantial consideration under the Stalking Horse Agreement, which consideration shall constitute valid and valuable consideration for the releases of any potential claims of successor liability against the Purchaser and which shall be deemed to have been given in favor of the Purchaser by all holders of Interests in or against the Debtors, or the Acquired Assets. Upon consummation of the Sale Transaction, the Purchaser shall not be deemed to (a) be the successor to the Debtors, (b) have, *de facto* or otherwise, merged with or into the Debtors, or (c) be a mere continuation, alter ego or substantial continuation of the Debtors, including, without limitation, within the meaning of any foreign, federal, state or county debt collection practices, insurance, revenue, pension, ERISA, tax, labor, employment, environmental, or other law, rule or regulation (including filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine.

23. Except to the extent the Purchaser has specifically agreed in the Stalking Horse Agreement or as otherwise set forth in this Order, the Purchaser shall not have any liability, responsibility or obligation for any claims, liabilities or other obligations of the Debtors or their

estates, including any (a) claims or liabilities related to the Acquired Assets that relate to the period prior to the Closing or (b) any claims against and liabilities of the Debtors or any of their predecessors, insiders or affiliates or their respective current or former directors, officers, employees or agents. By virtue of the Purchasers' purchase of the Acquired Assets, neither the Purchaser nor any of its Affiliates shall have any liability whatsoever with respect to the Debtors' (or their predecessors', insiders' or affiliates' or their respective current or former directors, officers, employees or agents) respective businesses or operations or any of the Debtors' (or their predecessors', insiders' or affiliates' or their respective current or former directors, officers, employees or agents) obligations based, in whole or part, directly or indirectly, on any theory of successor, transferee or vicarious liability of any kind or character, or based upon any theory of antitrust, environmental, successor or transferee liability, *de facto* merger or substantial continuity, discrimination, labor and employment, any law applicable to debt collection practices, insurance law or products liability law, whether known or unknown as of the Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including liabilities on account of any taxes (other than as provided in the Stalking Horse Agreement) arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Acquired Assets prior to the Closing (a claim seeking to impose liability on the Purchaser on the foregoing grounds shall be referred to as a "Successor Liability Claim"). Upon the Closing, all Successor Liability Claims shall be deemed compromised and released. Under no circumstances shall the Purchaser be deemed a successor of or to the Debtors for any Interests against, in or to the Debtors or the Acquired Assets. The Purchaser would not have entered into the Stalking Horse Agreement and would not consummate the transactions contemplated thereby but for the foregoing protections against potential claims based upon "successor liability" theories.

24. None of the Purchaser or its Affiliates, successors, assigns, equity holders, employees or professionals shall have or incur any liability to, or be subject to any action by any of the Debtors or any of their estates, predecessors, successors or assigns, arising out of the negotiation, investigation, preparation, execution or delivery of the Stalking Horse Agreement or the other Transaction Documents or the entry into and consummation of the sale of the Acquired Assets, except as expressly provided in the Stalking Horse Agreement and this Order.

Good Faith

25. The transactions contemplated by the Transaction Documents are undertaken by the Purchaser without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided by this Order to consummate the transactions contemplated by the Stalking Horse Agreement and the other Transaction Documents, including the Sale Transaction and the assumption and assignment of the Assumed Contracts shall not alter, affect, limit, or otherwise impair the validity of the sale of the Acquired Assets to the Purchaser, including the assumption, assignment, and/or transfer of the Assumed Contracts. The Purchaser is a good faith purchaser of the Acquired Assets within the meaning of section 363(m) of the Bankruptcy Code and, as such is entitled to, and is hereby granted, the full rights, benefits, privileges and protections of section 363(m) of the Bankruptcy Code. The Debtors and the Purchaser will be acting in good faith if they proceed to consummate the Sale Transaction at any time after the entry of this Order.

26. As a good faith purchaser of the Acquired Assets, the Purchaser has not entered into an agreement with any other potential bidders at the Auction, and has not colluded with any of the other bidders, potential bidders, or any other parties interested in the Acquired Assets, and, therefore, neither the Debtors nor any successor in interest to the Debtors' estates shall be entitled to bring an action against the Purchaser, and the Sale Transaction may not be avoided pursuant to

section 363(n) of the Bankruptcy Code, and no party shall be entitled to any damages or other recovery pursuant to section 363(n) in respect of the Stalking Horse Agreement, the other Transaction Documents or the Sale Transaction.

Assumption and Assignment of Assumed Contracts

27. Pursuant to 11 U.S.C. §§ 105(a), 363, and 365, as applicable, and subject to and conditioned upon the Closing, the Debtors' assumption and assignment or sale to the Purchaser, and the Purchaser's assumption on the terms set forth in the Stalking Horse Agreement, of the Assumed Contracts is hereby approved.

28. To the extent applicable in accordance with the Stalking Horse Agreement, the Debtors are hereby authorized in accordance with 11 U.S.C. §§ 105(a), 363, and 365 to (a) assume and assign to the Purchaser, effective upon the Closing of the Sale Transaction, the Assumed Contracts free and clear of all Interests of any kind or nature whatsoever and (b) execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the Assumed Contracts to the Purchaser.

29. The Assumed Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Purchaser in accordance with their respective terms, notwithstanding any provision in any such Assumed Contract (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to 11 U.S.C. § 365(k), the Debtors shall be relieved from any further liability with respect to the Assumed Contracts after such assignment to, and assumption by, the Purchaser, except as provided in the Stalking Horse Agreement.

30. To the extent required by controlling law as a condition to assumption, assignment or both, all Assumed Contract Counterparties have either expressly consented to assumption and assignment of their contracts prior to the Closing or shall be deemed to have consented to such

assumption and assignment under section 365(c)(1)(B) of the Bankruptcy Code and any other applicable law and the Purchaser, to the extent applicable, shall enjoy all of the Debtors' rights, benefits, and privileges under each such Assumed Contract as of the applicable date of assumption and assignment.

31. Upon the Debtors' assumption and assignment of the Assumed Contracts under the provisions of this Order, no default shall exist under any Assumed Contract and no Assumed Contract Counterparty to any such Assumed Contract shall be permitted to declare or enforce, or otherwise take action against the Purchaser based on, a default by the Debtors that relates to the period prior to the effective date of such assumption and assignment, including failure to perform any obligations under the relevant Assumed Contract, or that relates to any of the Debtors' financial condition, change in control, or the Chapter 11 Cases. Any provision in an Assumed Contract that prohibits or conditions the assignment or sublease of such Assumed Contract (including the granting of a lien therein) or allows the counterparty thereto to terminate, recapture, impose any penalty, declare a default, condition on renewal or extension, or modify any term or condition upon such assignment, sublease, or change of control, constitutes an unenforceable anti-assignment provision that is void and of no force and effect only in connection with the assumption and assignment of such Assumed Contract to the Purchaser. The failure of the Debtors or the Purchaser to enforce at any time one or more terms or conditions of any Assumed Contract shall not be a waiver of such terms or conditions, or of the Debtors' and the Purchaser's rights to enforce every term and condition of the Assumed Contract. Nothing in this Order, the Motion, or in any notice or any other document is or shall be deemed an admission by the Debtors that any Assumed Contract is an executory contract or unexpired lease under section 365 of the Bankruptcy Code or,

subject to the terms of the Stalking Horse Agreement, must be assumed and assigned pursuant to the Stalking Horse Agreement or in order to consummate the Sale Transaction.

32. All cure costs, defaults or other obligations of the Debtors under the Assumed Contracts arising or accruing prior to the Closing Date (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be cured by the Purchaser making the corresponding Cure Payment, if any is specified, for each Assumed Contract set forth on Exhibit 2. All such Cure Payments are hereby fixed and approved. The Purchaser shall have no liability for any defaults, claims or liabilities arising or accruing prior to the Closing other than the Cure Payments.

33. Subject to receipt of its applicable Cure Payment, if any, set forth on Exhibit 2, each non-Debtor party to an Assumed Contract hereby is forever barred, estopped, and permanently enjoined from raising or asserting against the Debtors, the Purchaser, or the property of such parties, any assignment fee, default, breach or claim of pecuniary loss, penalty, or condition to assignment, arising under or related to the Assumed Contracts, existing as of the date that such contracts are assumed, or arising by reason of the consummation of transactions contemplated by the Stalking Horse Agreement or the other Transaction Documents, including the Sale Transaction and the assumption and assignment of the Assumed Contracts.

34. To the extent an Assumed Contract Counterparty failed to timely object to a cure cost, such cure cost shall be deemed to be finally determined and any such Assumed Contract Counterparty shall be prohibited from challenging, objecting to or denying the validity and finality of the cure cost at any time, and such cure cost, when paid, shall completely revive any Assumed Contract to which it relates; provided that if the Cure Payment listed on Exhibit 2 for an Assumed Contract is \$0.00, then such Assumed Contract shall be revived at the Closing.

35. The requirements of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code are hereby deemed satisfied with respect to the Assumed Contracts based on the Purchaser's evidence of its financial condition and wherewithal and without any further action by the Purchaser, including, but not limited to, any other or further deposit. Pursuant to section 365(f) of the Bankruptcy Code, the Purchaser has provided adequate assurance of future performance of the obligations under the Assumed Contracts.

36. Up until the Closing, the Purchaser may remove any Contract as an Assumed Contract by providing written notice of such removal to the Debtors. The removal of a Contract as an Assumed Contract prior to the Closing shall not limit the Purchaser's ability to subsequently designate such Contract for assumption and assignment pursuant to Section 2.6 of the Stalking Horse Agreement.

Subsequently Designated Assumed Contracts

37. If after the date of this Order the Purchaser amends the list of Assumed Contracts to add any new Assumed Contract or if the Purchaser designates any additional Contracts to be assumed pursuant to Section 2.6 of the Stalking Horse Agreement (in each instance, a "Designated Contract"), the Debtors shall follow the following procedures:

(a) As soon as practicable after receiving notice of the identification of a Designated Contract from the Purchaser, the Debtors shall file a notice identifying the Designated Contract and the proposed cure amount (the "Designation Notice") and serve the Designation Notice on the counterparty to the Designated Contract.

(b) The affected counterparty shall have ten (10) days from the date of service to file an objection to a Designation Notice.

(c) If no objection is timely filed, the Designated Contract shall be treated as an Assumed Contract under this Order, provided that it shall be deemed to be assumed and

assigned to the Purchaser without further Court order upon the later of the (i) expiration of the 10-day notice period and (ii) payment of the applicable Cure Cost (if any). If an objection is timely filed and later withdrawn, the Designated Contract shall be treated as an Assumed Contract under this Order, provided that it shall be deemed to be assumed and assigned to the Purchaser without further Court order upon the later of (x) the date the objection is withdrawn and (y) payment of the applicable Cure Cost (if any).

(d) If an objection is timely filed and not withdrawn, the Designated Contract shall only be treated as an Assumed Contract pursuant to an Order of the Court.

(e) Any Court order entered after an objection to a Designation Notice or written agreement between the Purchaser and the counter-party to a Designated Contract may establish a different time upon which the assumption and assignment of that Designated Contract is deemed to be effective or establish a Cure Cost for that Designated Contract different than what is set forth in the Designation Notice.

Resolution of ROFR Objections and Reservation of Rights

38. Definitions:

(a) “Encore LLC Assets” means (i) the Debtors’ rights and interest under the Membership Unit Purchase Agreement dated as of November 24, 2021, by and between Encore Redevelopment, LLC (“Encore”) and iSun, Inc. (the “Encore MUPA”) and (ii) the 179,298 Class B membership units in Encore owned by iSun, Inc. (the “Encore Units”).

(b) “Encore LLC Agreement” means that certain Seventh Amended and Restated Operating Agreement of Encore Redevelopment, Inc., dated May 17, 2023, for Encore.

(c) “Fusion LLC Assets” means the 400,000 Units in Fusion Renewable NA, LLC owned by iSun Utility, LLC (“Fusion NA”).

(d) “Fusion LLC Agreement” that certain Operating Agreement dated August 7, 2022, as amended, for Fusion NA.

(e) “Deferred Sale Assets” means the Encore LLC Assets and Fusion LLC Assets.

39. The Deferred Sale Assets (and the proceeds thereof) shall constitute Acquired Assets under the Stalking Horse Agreement. The Deferred Sale Assets themselves shall not transfer to the Purchaser at Closing.

40. At Closing, (i) all undrawn DIP Commitments shall be terminated, and (ii) all outstanding DIP Obligations shall be converted to limited recourse obligations of the Debtors and shall be solely secured by,⁴ and have recourse to, the Deferred Sale Assets and the proceeds thereof. The DIP Lender’s rights and remedies under the DIP Loan Documents shall be limited to the Deferred Sale Assets (or the proceeds thereof), and the DIP Lender shall have no other rights, entitlements, recourse or remedies against the Debtors or their other assets.

41. Initial ROFR Offers:

(a) At Closing, the Purchaser shall designate a portion of the DIP Obligations as the consideration for the sale of the Encore LLC Assets (the “Encore Consideration Amount”), and thereafter, the Purchaser shall make an offer for the Encore LLC Assets in the Encore Consideration Amount (the “Encore Offer”).

(b) At Closing, the Purchaser shall designate a portion of the DIP Obligations as the consideration for the sale of the Fusion LLC Assets (the “Fusion Consideration Amount”), and thereafter, the Purchaser may make an offer for the Fusion LLC Assets in the Fusion Consideration Amount (the “Fusion Offer”).

⁴ Fusion does not agree that the Fusion LLC Assets are or may be encumbered.

(c) For the avoidance of doubt, the sum of the Encore Consideration Amount plus the Fusion Consideration Amount may be less than or equal to the outstanding amount of the DIP Obligations as of the Closing, but shall not exceed such amount. Any DIP Obligations not designated for such purposes shall be extinguished at the Closing of the Sale Transaction; and the DIP Obligation designated for such purpose shall only remain outstanding for purposes of the Encore Offer and Fusion Offer and shall be extinguished in accordance with the next two paragraphs.

42. Encore Offer and Sale: With respect to the Encore Offer:

(a) The Debtors shall issue a Transfer Notice (as defined in section 10.3 of the Encore LLC Agreement (the “Encore ROFR Provision”)) on account of the Encore Offer.

(b) If the SUSI Member exercises its rights to acquire the Encore LLC Assets under the Encore ROFR Provision, then the purchase price paid for the Encore LLC Assets shall be indefeasibly paid to the Purchaser and the DIP Obligations equal to the Encore Consideration Amount shall be extinguished.

(c) If the SUSI Member fails to exercise its rights to acquire the Encore Units by the expiration of the Acceptance Period (as defined in the Encore ROFR Provision), the SUSI Member must either (i) consent to the sale of the Encore Units to the Purchaser pursuant to the Encore Offer or (ii) file an objection with the Court indicating that it does not consent to the sale of the Encore Units to the Purchaser pursuant to the Encore Offer. If the SUSI Member consents to such sale, the Debtors may consummate the sale to the Purchaser, and upon the closing of such sale, the DIP Obligations equal to the Encore Consideration Amount shall be extinguished. If the SUSI Member objects to such sale, the

Court shall hold a hearing within 15 days of the filing of that objection (or such later date as the Court is available).

(d) If the Purchaser purchases the Encore Units, the admission of the Purchaser as a member of Encore shall be subject to the terms of the Encore LLC Agreement and, from the consummation of the sale until such admission, the Purchaser shall be an assignee of the Encore Units.

(e) The Purchaser, Encore and the SUSI Member may agree to another disposition of the Encore LLC Assets, so long as it results in extinguishment of DIP Obligations equal to the Encore Consideration Amount.

43. Fusion Offer and Sale: With respect to the Fusion Offer:

(a) The Debtors shall issue a Notice (as defined in section 7.2 of Fusion's limited liability company agreement (the "Fusion ROFR Provision")) on account of the Fusion Offer.

(b) If one or more Members of Fusion timely exercises the right to acquire the Fusion LLC Assets under the Fusion ROFR Provision during the Offer Period (as defined in the Fusion ROFR Provision), then the purchase price paid for the Fusion LLC Assets shall be indefeasibly paid to the Purchaser and DIP Obligations equal to the Fusion Consideration Amount shall be extinguished.

(c) If no Member of Fusion timely exercises its rights to acquire the Fusion LLC Assets under the Fusion ROFR Provision, then upon the expiration of the Offer Period, the Debtors and Purchaser may consummate the sale of the Fusion LLC Assets and DIP Obligations equal to the Fusion Consideration Amount shall be extinguished unless Fusion or any of its Members files a written objection to such sale on or before the

expiration of the Offer Period; *provided, however*, that any sale shall be subject to the “tag along” rights under section 7.3 of the Fusion LLC Agreement, and if less than all of the Fusion LLC Assets are sold due to the exercise of “tag along” rights, the DIP Obligations shall be extinguished on a ratable basis based on the actual number of units actually acquired by the Purchaser from the Debtors. The Court shall hold a hearing within 15 days of the filing of such objection (or such later date as the Court is available). For the avoidance of doubt, all grounds for objection by Fusion or any of its Members to the Fusion Offer or other sale of the Fusion LLC Assets are hereby reserved, including, but not limited to, membership unit transfer restrictions in the LLC Agreement.

(d) If the Purchaser purchases the Fusion Units, the admission of the Purchaser as a member of Fusion shall be subject to the terms of the LLC Agreement.

(e) The Purchaser and Fusion may agree to another disposition of the Fusion LLC Assets, so long as it results in extinguishment of DIP Obligations equal to the Fusion Consideration Amount.

44. For the avoidance of doubt, subject to the terms and conditions to the Closing being satisfied or waived in accordance with the Stalking Horse Agreement, the Purchaser shall still be required to deliver at Closing cash in the amount specified in section 3.3(a) of the Stalking Horse Agreement.

Resolution of Objections

ReArch

45. Notwithstanding anything in this Order or the Transaction Documents to the contrary, the Purchaser shall not assume that certain agreement dated June 27, 2022, by and between ReArch Company and iSun Industrial, LLC.

BNRG and Nautilus

46. Notwithstanding anything to the contrary herein or in any document related to the Sale, any valid, enforceable, perfected and non-avoidable security interests, rights, arguments, claims (including counterclaims), or defenses, including any setoff or recoupment rights and defenses arising in contract, tort, equity, common law or otherwise, that BNRG Renewables Limited, BNIX Mercury LLC, and/or BD Solar Larson LLC, or their respective affiliates, subsidiaries, successors, and assigns (collectively, “BNRG”) or BD Solar Norridgewock LLC, BD Solar North Anson LLC, BD Solar Rangeley and Nautilus US Power HoldCo LLC (collectively, “Nautilus Solar”) may have against the Debtors, the Debtors’ sureties (including, but not limited to, Merchants National Bonding Company, Inc. and Great Midwest Insurance Company) and the Debtors’ officers and directors are hereby preserved against such parties and are unaffected by this Sale Order or in any document related to the Sale (each respectively, “BNRG Claims” or “Nautilus Solar Claims”). All contracts, agreements, or other documents between any BNRG or Nautilus Solar entity, on the one hand, and any Debtor, on the other hand (each a “BNRG/Nautilus Agreement”) shall not be treated as executory contracts for purposes of section 365 of the Bankruptcy Code nor subject to assumption and assignment by the Debtors to the Purchaser; *provided, however*, that the foregoing shall not limit, restrict or impair the Debtors’ interests in and rights and claims arising under or related to the BNRG/Nautilus Agreements, if any, which shall be irrevocably sold and transferred to the Purchaser pursuant to section 363 of the Bankruptcy Code at the Closing. To the extent that this Sale Order or any document related to the Sale transfers or assigns, or purports to transfer or assign (i) any payment intangibles (including accounts receivable) (ii) any other asset (including Avoidance Actions or any other claims or causes of action) or (iii) any document which imposes or purports to impose a payment obligation or credit

obligation owed by BNRG or Nautilus Solar to the Debtors or any monetary claims against BNRG or Nautilus Solar, including under the BNRG/Nautilus Agreements, all of BNRG's and Nautilus Solar's valid, enforceable, perfected and non-avoidable security interests, rights, arguments, and defenses with respect to such alleged claims, obligations and actions, including rights of recoupment, but expressly excluding any right of setoff that cannot be enforced against the Purchaser in a sale made pursuant to section 363(f) of the Bankruptcy Code, are unaffected by any transfer or assignment and fully enforceable against the Purchaser to the same extent enforceable against the Debtors, subject to all applicable defenses, provided that, subject to terms and conditions of this paragraph, the rights of the Purchaser to pursue any purchased monetary rights, claims or interests in or arising under the BNRG/Nautilus Agreements, if any, are fully preserved notwithstanding the non-executory nature of the BNRG/Nautilus Agreements.

Resolution of Nautilus Solar Claims and Disputes

47. In order to facilitate prompt resolution of the Nautilus Solar Claims, any claims by the Purchaser against Nautilus Solar, and any other disputes that Nautilus Solar, on the one hand, and the Purchaser, on the other, may assert against each other with respect to the Nautilus Agreements, the Nautilus Transformers (as defined below) shall be Acquired Assets but shall be transferred subject to the Nautilus Ownership Claims (as defined below) and free and clear of all other Interests, and the Purchaser and Nautilus Solar have agreed as follows:

(a) Promptly following the entry of this Order, but in all events on or before August 30, 2024 (unless extended by agreement of the parties), the Purchaser and Nautilus Solar shall engage in good faith mediation (the "Stage 1 Mediation") with respect to the following claims and disputes:

(b) Nautilus Solar's claims that it holds title to certain equipment more particularly described as: (i) DSS1780 1200kVA Padmount Transformer and DSS1781 1000 kVA Padmount Transformer described in JCL Energy Order No. 2009 for the North Anson project; (ii) DSS1782 75 kVA Grounding Transformer described in JCL Energy Order No. 2010 for the North Anson project; (iii) DSS1778 2500 kVA Padmount Transformer described in JCL Energy Order No. 2007 for the Norridgewock project; and (iv) DSS2130 15kV NGR described in JCL Energy Order No. 3036 for the Norridgewock project (collectively, the "Nautilus Solar Transformers") and such claim the "Nautilus Ownership Claims"); and

(c) Disputed historical facts with respect to the Nautilus Agreements which can be objectively determined without recourse to expert testimony, concerning but not limited to project schedules, delays, payments to subcontractors and vendors, force majeure events, approved and submitted change orders, and completion definitions (the "Historical Facts") and any amounts due to Purchaser (as successor to the Debtors) or Nautilus Solar based on such Historical Facts, with all such amounts subject to adjustment following completion of the Stage 2 Mediation and not paid until such reconciliation.

(d) Should the Stage 1 Mediation not result in an agreement with respect to the Nautilus Solar Transformers, the parties agree to prompt adjudication of those disputes, whether by arbitration or otherwise in a forum to be agreed to by the parties. If any Historical Facts remain unresolved at the end of the Stage 1 Mediation, resolution of such Historical Facts shall be moved to the Stage 2 Mediation (defined below).

(e) Following the Stage 1 Mediation, the Purchaser and Nautilus Solar agree that the parties shall engage in a good faith exchange of information and mediation as to

the balance of the Nautilus Solar Claims and any claims that the Purchaser (as successor to the Debtors) may assert against Nautilus Solar in connection with the Nautilus Agreements (the “Stage 2 Mediation”). The Stage 2 Mediation for a project shall commence on the first business day that is 30 days after the date that the Norridgewock, Rangely, and North Anson projects have all achieved Substantial Completion (which shall be deemed to occur for purposes of Stage 2 Mediation no later than 30 days after commencement of power generation of the subject project); provided that, in no event shall the Stage 2 Mediation commence no later than February 1, 2025 and shall conclude no later than March 1, 2025. Should Stage 2 Mediation not result in a consensual resolution of the parties’ claims and a full settlement of the disputes and claims concerning the Nautilus Agreement, the Purchaser and Nautilus Solar agree to pursue binding arbitration for the dispute in a forum, with arbitrators, on a timeline, and pursuant to a process to be jointly agreed to by the conclusion of the Stage 1 Mediation.

Fusion

48. Notwithstanding anything in this Order or the Transaction Documents to the contrary, the Debtors shall not assume and the Purchaser shall not take assignment of (i) that certain Engineering, Procurement, and Construction Agreement dated September 30, 2022 (as amended) between ER Waite Cemetery Solar, LLC and iSun Industrial, LLC and (ii) that certain Engineering, Procurement, and Construction Agreement dated December 31, 2021 (as amended) between Fusion Renewable NA, LLC and iSun Utility, LLC. The Debtors and Fusion hereby agree, and the Court hereby orders pursuant to Bankruptcy Code section 365(a), that such agreements are hereby rejected. For the avoidance of doubt, all rights of all parties-in-interest are hereby reserved related to the amount of any claim related to rejection of these agreements.

Merchants/Great Midwest

49. For the avoidance of doubt, no surety bonds executed by Merchants National Bonding Company, Inc. or Great Midwest Insurance Company (together, the “Sureties”) on behalf of any of the Debtors, including, but not limited to, those surety bonds bearing bond nos. NME 1132, NVT 1018, 100000127, NME 1133, GM224679, GM224681, GM224678, GM230490, GM221390, GM221779, GM221780, GM221382, GM221803 (the “Bonds”), are being assumed, assigned or transferred by the Debtors as part of the Sale Transaction contemplated by this Order.

50. Notwithstanding anything to the contrary in this Order or the Stalking Horse Agreement, the Purchaser is not acquiring any “Cash”, “Cash Collateral”, “Cash Equivalents” or receivables that are not property of the Debtors’ estate. For the avoidance of doubt, nothing in this Order shall be deemed to (a) limit the Sureties’ valid, enforceable, and non-avoidable subrogation rights, and/or the Sureties’ rights as a beneficiary of any valid, enforceable, and non-avoidable trusts granted or created under any indemnity agreements or at law (“Surety Rights”), if any; or (b) impair, release, discharge, preclude, or enjoin any obligations of the Debtors, or any non-Debtor indemnitors to the Sureties, arising out of any valid, enforceable and non-avoidable trusts granted or created under any indemnity agreements, pursuant to any statutory trusts, and/or the Sureties’ subrogation rights; or (c) authorize the transfer of any “Cash”, “Cash Collateral”, “Cash Equivalents” or receivables that are not property of the Debtors’ estate(s). All parties’ rights to challenge any such rights or interests are expressly preserved. In the event any disputes arise with respect to: (x) whether any receivables are property of the Debtors’ estate(s), or (y) the nature, extent or applicability of the Surety Rights, or (z) whether any Acquired Assets are subject to Surety Rights but have a value in excess of the obligations owed to the Sureties related to such Surety Rights (for the avoidance of doubt, if there is such an excess it shall be included as part of

the Acquired Assets), then the Sureties, Debtors, and Purchaser agree to use their commercially reasonable best efforts to resolve any such disputes. If the Sureties, Debtors, and/or Purchaser are unable to resolve any such dispute(s), the parties agree to submit such dispute(s) to this Court for resolution. The Court retains jurisdiction in connection with any such disputes. For the avoidance of doubt, Surety Rights do not include any security interest in or setoff rights (as distinguished from the subrogation and trust rights as set forth in clause (a) of this paragraph, including funds held in any funds control accounts) from which the Acquired Assets may be sold “free and clear” of pursuant to section 363(f) of the Bankruptcy Code.

51. The Purchaser shall be entitled to an accounting of any amounts collected, and the application of such amounts, by the Sureties from the Debtors’ current and former customers on all projects covered by the Bonds.

52. The Sureties shall be entitled to an accounting of any amounts collected, and the application of such amounts, by the Purchaser from the Debtors’ current and former customers on all projects covered by the Bonds.

Ford Motor

53. On or after the Closing, the Purchaser may, but shall not be required to, acquire the following vehicles in which Ford Motor Credit Co. (“Ford”), asserts a lien as Acquired Assets and, as a condition to the acquisition of each vehicle, the Debtors shall satisfy the obligations owed to Ford with respect to such vehicle secured by any valid, perfected, enforceable, and non-avoidable security interest, unless Ford consents to a different treatment of its claim; *provided* that the Purchaser may bring any dispute before the Bankruptcy Court concern the extent of such Interest.

Model	VIN
2023 Ford F-150	1FTFX1E56PFB49262
2023 Ford F-150	1FTFX1E55PFB37149
2023 Ford F-150	1FTEX1EP6PKF91852

2023 Ford Super Duty F-250	1FTBF2BA3PEC75707
----------------------------	-------------------

54. The following vehicles in which Ford asserts an Interest are not Acquired Assets and shall not be sold to the Purchaser: 2022 Ford F-150, VIN: 1FTMF1EB0NKF26916; 2022 Ford F-150, VIN: 1FTMF1EP2NKF28145; 2023 Ford F-150, VIN: 1FTMF1EB8PKE30227; 2023 Ford Super Duty F-250, VIN: 1FTBF2BA4PED37048; 2019 Ford F-450, VIN: 1FDUF4HT6KEE49724; 2023 F-150, VIN: 1FTVW1EL3PWG13573; 2022 Ford F-150 Lighting, VIN: 1FT6W1EV6NWG11092.

55. To the extent that the Purchaser does not acquire a vehicle in which Ford asserts an Interest, the indebtedness related to such vehicle shall be removed from the schedule of Assumed Indebtedness on the Stalking Horse Agreement.

Ally Bank

56. On or after the Closing, the Purchaser may, but shall not be required to, acquire the following vehicles in which Ally Bank (“Ally”) asserts a lien as Acquired Assets and, as a condition to the acquisition of each vehicle, the Debtors shall satisfy the obligations owed to Ally with respect to such vehicle secured by any valid, perfected, enforceable, and non-avoidable security interest, unless Ally consents to a different treatment of its claim; *provided* that the Purchaser may bring any dispute before the Bankruptcy Court concern the extent of such Interest:

Model	VIN
2019 RAM 1500 Quad	1C6RR7FT8KS673401
2019 RAM Promaster City Cargo Van	ZFBHRFAB8K6N69130
2020 Dodge Ram 2500 Crew	3C6UR5CJ1LG208369

57. The following vehicle in which Ally asserts an Interest is not an Acquired Assets and shall not be sold to the Purchaser: 2019 RAM 2500 Crew, VIN: 3C6UR5CJ4KG574292.

58. To the extent that the Purchaser does not acquire a vehicle in which Ally asserts an Interest, the indebtedness related to such vehicle shall be removed from the schedule of Assumed Indebtedness on the Stalking Horse Agreement.

NBT Bank

59. Nothing in this Order or the Transaction Documents shall impair any guaranties in favor of NBT Bank, N.A. (“NBT”) or any setoff or recoupment rights NBT has against the Deposit Accounts (as defined in NBT’s amended objection filed at Docket No. 333).

60. To the extent that NBT holds a valid, perfected, enforceable and non-avoidable lien on any Acquired Assets (the “NBT Liens” and such collateral, the “NBT Collateral”), such NBT Lien and NBT’s rights against the NBT Collateral shall be unimpaired by this Order, the Transaction Documents or the closing of the Sale Transaction, and notwithstanding anything herein to the contrary, the Acquired Assets shall not be sold free and clear of any NBT Lien or any rights NBT has with respect to the NBT Collateral. The Purchaser shall work in good faith with NBT to complete the Novation Agreements with respect to the Assumed Indebtedness owed to NBT.

61. NBT’s right to argue that its Indebtedness may not be assumed and/or any NBT Collateral sold “free and clear” of the NBT Liens over NBT’s objections, is fully preserved, and the rights of other parties to argue otherwise are also preserved. To the extent any other provision(s) of the Order is inconsistent with above-referenced paragraphs that provision(s) shall not apply to NBT or any NBT Collateral.

OpSun Systems

62. For the avoidance of doubt the EA800 Single Bay Carport supplied by OpSun Systems Inc. under Purchase Order (#PO-ISI-00631), dated April 21, 2022 shall not be an Acquired Asset.

Beta Technologies

63. Notwithstanding anything in this Order or the Transaction Documents to the contrary, the Development and Services Agreement, dated April 18, 2022 and Roof Sublease, dated November 15, 2023, each between Beta Technologies, Inc. (“BETA”) and SolarCommunities, Inc. d/b/a SunCommon shall not be an Assumed Contract or assumed and assigned to the Purchaser absent either further order of the Court or the written agreement of BETA.

Oracle/NetSuite

64. Notwithstanding anything in this Order or the Transaction Documents to the contrary, no contracts, licenses or agreements with Oracle America, Inc., including in its capacity as successor to NetSuite (jointly “Oracle”), shall be an Assumed Contract or assumed and assigned to the Purchaser absent either further order of the Court or the written agreement of Oracle, nor shall transitional use of any Oracle contract or service be authorized by the Purchaser without Oracle’s written agreement.

Cedar Advance, LLC

65. In full and final satisfaction of (1) the Objection of Cedar Advance, LLC (“Cedar Advance”), to the Debtors’ Motion for Sale and Property Free and Clear of Liens (the “Cedar Advance Objection”) [D.I. 272], (2) any interest claimed by Cedar Advance in Acquired Assets, and (3) any interest claimed by Cedar Advance in the Prepetition Secured Lender’s collateral, the

Prepetition Secured Lender and Cedar Advance agree that Cedar Advance shall be paid \$100,000 from the proceeds of the sale otherwise payable to the Prepetition Secured Lender.

Creditor's Committee

66. The following shall govern the timing of Closing and borrowings under the DIP Facility after the date of this Order through the Closing.

(a) The Closing will be deemed to have occurred at 11:59 p.m. (ET) on the business day prior to the Closing Date (the "Effective Time").

(b) The DIP Budget for the period August 10, 2024 through August 23, 2024 (the "Closing Period Budget") shall be the budget attached hereto as Exhibit 3.

(c) The Debtors shall immediately deposit all cash into their bank accounts. The Debtors shall certify that the stated cash balance is accurate, there are no additional cash accounts other than those represented in the Closing Period Budget, and that no receipts have been converted into cash without such cash being deposited into the bank accounts identified in the Closing Period Budget.

(d) On the Closing Date, the Debtors shall deliver a borrowing notice in the form attached hereto as Exhibit 4, requesting a Tranche 4 DIP Loan. Following the Closing, the Debtors shall provide the DIP Lender with copies of their bank statements, upon request of the DIP Lender, for purposes of validating the representations made in the borrowing notice.

(e) The DIP Lender will make a Tranche 4 DIP Loan one business day after the Closing Date, consistent with the Closing Period Budget, after taking into account the Debtors' cash held in their bank accounts as of the Effective Time (which shall be available to fund unpaid amounts in the Closing Period Budget) and the disbursements made during

the Closing Budget Period but prior to the Effective Time of the Closing, so as to minimize the amount of the Tranche 4 DIP Loan.

(f) Purchaser shall purchase, and receive (i) all Acquired Assets, (ii) all of the Debtors' interest in the cash on deposit in the loan reserve account at M&T Bank (account ending X3130) (the "Purchased Account"), (iii) all of the cash and receipts received after the Effective Time related to the Acquired Assets.

67. The following shall be treated as Assumed Liabilities under the Stalking Horse Agreement:

- (a) To the extent not paid pursuant to the Closing Period Budget,
 - Ordinary course wages and pay-roll incurred from August 10, 2024 to the Effective Time of the Closing.
 - Ordinary course employee benefits amounts incurred from August 10, 2024 to the Effective Time of the Closing.
 - All Project Administrative Expenses incurred for any project that is the subject of an Assumed Contract. "Project Administrative Expenses" means amounts owed for goods delivered (materials) or services provided to the Debtors, on or after the Petition Date through the Closing, directly related to and for use in a project. The Debtors shall approve any new Project Administrative Expenses upon DIP Lenders approval.
 - 50% of all Project Administrative Expenses incurred for any project that is not the subject of an Assumed Contract, not to exceed \$60,000 in the aggregate for all such items.
- (b) All paid time off obligations of the Sellers that are unpaid as of Closing, not to exceed \$600,000; provided that such employee of Sellers that Purchaser offers employment provides his/her consent to "roll-over" these obligations in lieu of payment in cash at termination.
- (c) Any obligations owed to Salesforce by SunCommon that are entitled to administrative expenses status and unpaid as of Closing, not to exceed \$40,000.

(d) Any rent obligations on SunCommon's Waterbury VT facility that are entitled to administrative expense status and unpaid as of Closing, not to exceed \$90,000.

Additional Provisions

68. To the maximum extent permitted by applicable law, and in accordance with the Transaction Documents, the Purchaser shall be authorized, as of the Closing, to operate under any license, permit, registration, and governmental authorization or approval (collectively, the "Licenses") of the Debtors with respect to the Acquired Assets. To the extent the Purchaser cannot operate under any Licenses in accordance with the previous sentence, such Licenses shall be in effect, to the maximum extent permitted by applicable law, while the Purchaser, with commercially reasonable assistance from the Debtors, works promptly and diligently to apply for and secure all necessary government or other approvals for new issuance of Licenses to the Purchaser. The Debtors shall, at Purchaser's sole cost, maintain the Licenses in good standing to the fullest extent allowed by applicable law for the Purchaser's benefit until equivalent new Licenses are issued to the Purchaser.

69. The terms and provisions of the Transaction Documents and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors and their respective affiliates, successors and assigns, their estates, and their creditors, any statutory committee appointed in these Chapter 11 Cases, the Purchaser, and its respective Affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting Interests in, on or against the Acquired Assets to be sold to the Purchaser and all Assumed Contract Counterparties pursuant to the Stalking Horse Agreement and any trustees, examiners, "responsible persons," liquidating trusts, liquidating trustees or other fiduciaries appointed in the Chapter 11 Cases or upon a conversion of the Debtors' cases to cases under chapter 7 of the Bankruptcy Code, including a chapter 7 trustee; and the Transaction Documents shall not be

subject to rejection or avoidance under any circumstances. If any order under section 1112 of the Bankruptcy Code is entered, such order shall provide (in accordance with Bankruptcy Code sections 105 and 349) that this Order and the rights granted to the Purchaser hereunder shall remain effective, notwithstanding any subsequent dismissal, conversion or appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

70. The failure specifically to include any particular provisions of the Stalking Horse Agreement or the other Transaction Documents in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Stalking Horse Agreement be authorized and approved in its entirety.

71. The Transaction Documents or any other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by both parties, in accordance with the terms thereof, without further order of the Court; provided that any such modification, amendment or supplement that has a material adverse effect on the Debtors' estates shall only be effective upon the later of (i) five (5) days after filing the applicable modification, amendment or supplement with the Court and (ii) entry of a Court order approving such modification, amendment or supplement, solely to the extent an objection thereto is interposed in the period referred to in clause (i).

72. The Debtors are authorized to enter into any contract or amend any existing contract necessary to meet their obligations under the Stalking Horse Agreement, including, without limitation, any transition services agreement that may be executed in connection with the Asset Purchase Agreement.

73. Consistent with section 11.11 of the Stalking Horse Agreement, at the Closing, Clean Royalties, LLC may elect to have any or all of the Acquired Assets (including Assumed Contracts) conveyed or transferred to, or any or all of the Assumed Indebtedness or Assumed Obligations assumed by, one or more of its Affiliates.

74. Any and all valid and perfected Liens or other Interests in the Acquired Assets shall solely attach to any proceeds of the Sale Transaction immediately upon receipt of such proceeds by the Debtors in the order of priority, and with the same validity, force and effect which they now have against such Acquired Assets, subject to any rights, claims, and defenses of the Debtors, the Debtors' estates or any trustee for any Debtor, as applicable, may possess with respect thereto.

75. The provisions of this Order are nonseverable and mutually dependent.

76. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Sale Transaction.

77. The Debtors and each other person or entity having duties or responsibilities under the Transaction Documents or this Order, and their respective agents, representatives, and attorneys, are authorized and empowered to carry out all of the provisions of the Stalking Horse Agreement, to issue, execute, deliver, file and record, as appropriate, the Stalking Horse Agreement and the other Transaction Documents, and to take any action contemplated by the Transaction Documents or this Order, and to issue, execute, deliver, file and record, as appropriate, such other contracts, instruments, releases, deeds, bills of sale, assignments, or other agreements, and to perform such other acts as are consistent with, and necessary or appropriate to, implement, effectuate and consummate the Stalking Horse Agreement, the other Transaction Documents and this Order and the transactions contemplated thereby and hereby, all without further application to, or order of, the Court. Without limiting the generality of the foregoing, this Order shall

constitute all approvals and consents required by this Court and the Debtors' members, managers, officer, directors, and shareholders with respect to the implementation and consummation of the Stalking Horse Agreement, the other Transaction Documents and this Order and the transactions contemplated thereby and hereby. The transfer of the Acquired Assets to the Purchaser pursuant to the Transaction Documents does not require any consents other than those specifically provided for in the Stalking Horse Agreement or as provided for herein.

78. This Court shall retain jurisdiction with respect to the terms of this Order and the Stalking Horse Agreement.

79. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

EXHIBIT 1

Stalking Horse Agreement

AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

between

ISUN, INC. AND EACH OF ITS AFFILIATES OR SUBSIDIARIES

as Sellers

and

CLEAN ROYALTIES, LLC

as Purchaser

August 22, 2024

ASSET PURCHASE AGREEMENT

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND RULES OF CONSTRUCTION.	1
Section 1.1 Definitions	1
Section 1.2 Rules of Construction	8
ARTICLE II. PURCHASE AND SALE; ASSUMPTION OF CERTAIN LIABILITIES.	8
Section 2.1 Purchase and Sale of Assets	8
Section 2.2 Assignment and Assumption of Liabilities; Novation of Project Debt	8
Section 2.3 Purchase Price.....	8
Section 2.4 Deemed Consents and Cure Payments	9
Section 2.5 Obligations in Respect of Assumed Contracts	9
Section 2.6 Post-Closing Assignment of Contracts.....	9
ARTICLE III. CLOSING.	9
Section 3.1 Closing.....	9
Section 3.2 Deliveries by Sellers.....	9
Section 3.3 Deliveries by Purchaser	10
ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF SELLERS.	11
Section 4.1 Organization, Standing and Power	11
Section 4.2 Authorization	11
Section 4.3 Title to Assets	11
Section 4.4 Conflicts; Consents.....	11
Section 4.5 Assumed Contracts	12
Section 4.6 Cure Amounts.....	12
Section 4.7 Brokers.....	12
Section 4.8 Intellectual Property	12
Section 4.9 Taxes.....	13
Section 4.10 Labor Matters	13
Section 4.11 Environmental Matters	13
Section 4.12 Litigation; Proceedings.....	14
Section 4.13 Compliance with Laws	14
ARTICLE V. REPRESENTATIONS AND WARRANTIES OF PURCHASER.	14

Section 5.1	Organization, Standing and Power	14
Section 5.2	Authorization	14
Section 5.3	No Conflict or Violation.....	15
Section 5.4	Availability of Funds	15
Section 5.5	Brokers.....	15
Section 5.6	Limitation of Representations and Warranties	15
ARTICLE VI. COVENANTS OF PURCHASER AND SELLERS; OTHER AGREEMENTS.		16
Section 6.1	Consents and Approvals	16
Section 6.2	Access to Information.....	16
Section 6.3	Further Assurances	16
Section 6.4	Bankruptcy Actions	17
Section 6.5	Auction Procedures.....	18
Section 6.6	Disclosure Schedules and Supplements	18
Section 6.7	Conduct of Business Prior to Closing.....	18
Section 6.8	Casualty	20
Section 6.9	Assumed Obligations.....	20
Section 6.10	Disclaimer.....	20
ARTICLE VII. CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER.....		20
Section 7.1	Representations and Warranties; Covenants	20
Section 7.2	Due Diligence	21
Section 7.3	Bankruptcy Court Approval	21
Section 7.4	No Injunctions	21
Section 7.5	Closing Deliveries	21
ARTICLE VIII. CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS.....		21
Section 8.1	Representations and Warranties; Covenants	21
Section 8.2	Consideration.....	22
Section 8.3	Bankruptcy Court Approval	22
Section 8.4	No Injunctions	22
Section 8.5	Closing Deliveries	22
ARTICLE IX. TERMINATION; TERMINATION PAYMENT.		22
Section 9.1	Termination	22
Section 9.2	Breakup Fee and Expense Reimbursement	23
Section 9.3	Effect of Termination or Breach.....	24

ARTICLE X. ADDITIONAL POST-CLOSING COVENANTS.	24
Section 10.1 Employees	24
Section 10.2 Employee Benefit Plans.....	24
Section 10.3 Joint Post-Closing Covenant of Purchaser and Sellers.....	25
Section 10.4 Name Changes	25
Section 10.5 Tax Matters.....	25
ARTICLE XI. MISCELLANEOUS.	26
Section 11.1 Expenses	26
Section 11.2 Amendment	27
Section 11.3 Notices	27
Section 11.4 Waivers	28
Section 11.5 Counterparts and Execution.....	28
Section 11.6 Electronic Signatures	28
Section 11.7 Headings	28
Section 11.8 Submission to Jurisdiction.....	28
Section 11.9 Governing Law; Jurisdiction	28
Section 11.10 WAIVER OF JURY TRIAL	29
Section 11.11 Binding Nature; Assignment.....	29
Section 11.12 No Third Party Beneficiaries	29
Section 11.13 Construction	29
Section 11.14 Public Announcements.....	29
Section 11.15 Entire Understanding	30
Section 11.16 Closing Actions	30
Section 11.17 Conflict Between Transaction Documents.....	30
Section 11.18 No Survival	30
Section 11.19 Access to Books and Records Post-Closing.....	30

AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

THIS AMENDED AND RESTATED ASSET PURCHASE AGREEMENT is made and entered into as of this 9th day of July, 2024 (the "Execution Date"), by and among (i) Clean Royalties, LLC ("Purchaser"), and (ii) iSun, Inc. and each of its affiliates or subsidiaries listed on the signature page of this Agreement (each, a "Seller" and collectively, "Sellers").

WHEREAS, Purchaser desires to purchase, and Sellers desire to sell, convey, assign, transfer and deliver to Purchaser, certain assets relating to Sellers' Business;

WHEREAS, Purchaser and Sellers desire to take such action as may be necessary to maintain business operations and preserve the value of the Business pending the Closing of the transactions described herein;

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual covenants, agreements and warranties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS AND RULES OF CONSTRUCTION.

Section 1.1 Definitions. Unless otherwise defined herein, terms used herein shall have the meanings set forth below:

"Acquired Assets" means all of the direct and indirect right, title and interest of Sellers in and to the assets of Sellers set forth on Schedule 1.1(a), which schedule may be amended from time to time through and including the Closing Date.

"Alternate Proposal" means a proposal (other than by Purchaser or its Affiliates) relating to any merger, consolidation, business combination, sale or other disposition of greater than 50% of the Acquired Assets pursuant to one or more transactions, the sale of greater than 50% of the outstanding shares of capital stock or equity interests of any Seller (including, without limitation, by way of a tender offer, foreclosure or plan of reorganization or liquidation) or a similar transaction or business combination involving one or more third parties and any Seller.

"Affiliate" of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities or otherwise.

"Agreement" means this Asset Purchase Agreement, including all the Exhibits and the Schedules hereto, as the same may be amended from time to time in accordance with its terms.

"Allocation" shall have the meaning set forth in Section 10.5(b) hereof.

"Assignment and Assumption Agreement" shall have the meaning set forth in Section 3.2(b) hereof.

"Assumed Contracts" means collectively those Contracts of Sellers set forth on Schedule 1.1(a) under the heading "Assumed Contracts," which schedule may be amended from time to time through and including the Closing Date.

"Assumed Indebtedness" means those Liabilities of Sellers set forth on Schedule 1.1(c).

"Assumed Obligations" means (a) the obligations relating to any Assumed Contract first arising as of or following the Closing, and (b) those obligations of Sellers set forth on Schedule 1.1(b), which schedule may be amended from time to time through and including the Closing Date.

"Assumed Plans" means the employee benefit plans identified in Schedule 1.1(a) attached hereto under the heading "Assumed Plans."

"Auction" means the auction conducted by Sellers pursuant to the Bidding Procedures Order and Section 6.5 hereof.

"Avoidance Actions" means all of Sellers' claims and causes of action arising under Chapter 5 of the Bankruptcy Code relating to (a) former employees hired by Purchaser (but excluding any employee who is a current or former director or current or former officer of Sellers), (b) counterparties of Assumed Contracts, (c) vendors included in Purchaser's go-forward business to be identified in a schedule delivered to Sellers on or before July 25, 2024, and (d) any current customer of Sellers, (e) any customer that is a debtor and/or obligor on an account receivable acquired by Purchaser, and (f) any contractual warranty obligation assumed by the Purchaser. For the avoidance of doubt, Avoidance Actions shall not include any claims or causes of action arising under Chapter 5 of the Bankruptcy Code against a current or former director or current or former officer of the Sellers.

"Bankruptcy Code" means Title 11 of the United States Code.

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

"Bid" or "Bids" shall have the meaning set forth in Section 6.6 hereof.

"Bidders" shall have the meaning set forth in Section 6.6 hereof.

"Bidding Increment" shall have the meaning set forth in Section 6.5(d) hereof.

"Bidding Procedures" means the procedures outlined in the Bidding Procedures Order.

"Bidding Procedures Order" means an order entered by the Bankruptcy Court in a form attached hereto as Exhibit C, together with such other changes that are satisfactory to Purchaser.

"Bill of Sale" shall have the meaning set forth in Section 3.2(a) hereof.

"Books and Records" means all books, records and lists of Sellers including, without limitation, (i) all records relating to customers, suppliers or personnel of Sellers (including, without limitation, customer and mailing lists) and (ii) all books, ledgers, files, reports, plans, drawings and operating

records of Sellers; provided, however, that "Books and Records" shall not include the originals of any Seller's minute books, stock books and Tax Returns.

"Breakup Fee" shall have the meaning set forth in Section 9.2(a) hereof.

"Business" means the business of Sellers and their affiliates and subsidiaries in commercial solar contracting, EV charging, system installation and other related solutions for both residential, commercial and utility scale customers.

"Business Day" means a day other than Saturday, Sunday or other day that banks located in New York, New York are authorized or required by Law to close.

"Casualty" shall have the meaning set forth in Section 6.9 hereof.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) and any regulations promulgated thereunder.

"Cash Purchase Price" means \$10,000,000.

"Chapter 11 Cases" means the cases to be commenced by Sellers under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

"Claim" has the meaning ascribed by Bankruptcy Code §101(5), including all rights, claims, causes of action, defenses, debts, demands, damages, offset rights, setoff rights, recoupment rights, obligations and liabilities of any kind or nature under contract, at Law or in equity, known or unknown, contingent or matured, liquidated or unliquidated, and all rights and remedies with respect thereto.

"Closing" shall have the meaning set forth in Section 3.1 hereof.

"Closing Date" shall have the meaning set forth in Section 3.1 hereof.

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

"Committee Settlement Payment" means the \$75,000 to be paid by or on behalf of Purchaser at the Closing or, if the closing does not occur, at the closing of an Alternative Transaction by a reduction of the Break-Up Fee, in accordance with the *Stipulation Among Debtors, CR, Decathlon and the Committee Concerning Resolution of DIP and Bid Procedures Objections* filed with the Bankruptcy Court at Docket No. 157 and the CR Term Sheet (as defined in and attached to such stipulation).

"Confidentiality Agreement" means the Confidentiality Agreement, dated December 27, 2023, 2024, between iSun, Inc. and Clean Royalties, LLC.

"Contract" means any agreement, contract, commitment or other binding arrangement or understanding, whether written or oral.

"Cure Payments" means any cure payment or obligations (pursuant to section 365 of the Bankruptcy Code due by Sellers, and required by the Bankruptcy Court to be made or assumed by Purchaser, in order to cure any default with respect to any Acquired Assets or Assumed Obligations.

"Deposit" means an amount in cash equal to \$1,250,000.

"DIP Credit Agreement" means the Superpriority Debtor-in-Possession Credit Facility among the Sellers named herein, as borrowers, Clean Royalties, LLC, as lender, (as the same may be amended, restated, supplemented or otherwise modified from time to time).

"DIP Obligations" shall have the same meaning as defined in the DIP Orders.

"DIP Orders" means the interim and final orders of the Bankruptcy Court approving Sellers' entry into the DIP Credit Agreement.

"Dollars" or "\$" means dollars of the United States of America.

"Eligible Employees" shall have the meaning set forth in Section 10.1(a) hereof.

"Environmental Laws" shall have the meaning set forth in Section 4.11 hereof.

"Execution Date" shall have the meaning set forth in the Preamble hereto.

"Exhibits" means the exhibits hereto.

"Expense Reimbursement" shall have the meaning set forth in Section 9.2(b) hereof.

"Excluded Liabilities" shall mean any and all Claims, Liens, Tax or liability, obligation, agreement or contract other than an Assumed Obligation.

"Final Order" means an Order which has not been stayed or vacated and as to which the time to file an appeal, a motion for rehearing or reconsideration or a petition for writ of certiorari has expired and no such appeal, motion or petition is pending.

"Governmental Authority" means any United States federal, state or local or any foreign government, governmental regulatory or administrative authority, agency or commission or any court, tribunal or judicial or arbitral body.

"Hazardous Materials" shall mean (a) any petroleum products or byproducts, radioactive materials, friable asbestos or polychlorinated biphenyls or (b) any waste, material, or substance defined as a "hazardous substance," "hazardous material," or "hazardous waste" or "pollutant" or otherwise regulated under any applicable Environmental Law.

"Intellectual Property" means any and all intellectual property rights in the world arising under the Laws of any jurisdiction with respect to, arising from or associated with the following: (a) patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations in part, revisions, extensions, reexaminations, provisionals, divisions, renewals,

revivals and foreign counterparts thereof and all registrations and renewals in connection therewith, (b) trademarks, service marks, trade names (registered and unregistered), trade dress, brand names, industrial designs, trade dress rights, logos, emblems, signs or insignia, social media handles and names, corporate names and other indicia of origin and corporate branding, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith throughout the world, and all applications, registrations, renewals and associated rights to register any of the foregoing in connection therewith, (c) works of authorship, copyrightable works, copyrights (including copyrights in software programs) and registrations and applications therefor and all other rights corresponding thereto, moral rights, database and design rights, and mask works and registrations and applications therefor, and all applications, registrations and renewals in connection therewith, (d) trade secrets, inventions and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, assembly, test, installation, service and inspection instructions and procedures, technical, operating and service and maintenance manuals and data, hardware reference manuals and engineering, programming, service and maintenance notes and logs), (e) software, (f) internet protocol (IP) addresses, Internet addresses, uniform resource locators, domain names, websites and web pages, and all administrative rights thereto, (g) any and all other intellectual property and proprietary rights, and (h) goodwill related to all of the foregoing, in each case to the extent used or useful in the operation of the Business or related to the Acquired Assets.

"Intellectual Property Assets" means all Intellectual Property that is owned or controlled by Sellers, their affiliates and subsidiaries, and/or is used or held for use in the operation of the Business, including but not limited to the data used or held for use in the operation of the Business that are stored, hosted or otherwise maintained on or by business applications and services utilized by Sellers in the ordinary course of their Business.

"Knowledge of Sellers" or "Sellers' Knowledge" shall mean the actual knowledge of Sellers' officers with no duty of investigation.

"Law" means any law, statute, regulation, ruling or Order of, administered or enforced by or on behalf of, any Governmental Authority.

"Liability" means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due and regardless of when asserted).

"Lien" or "Liens" means any charge, claim, lien, option, encumbrance, mortgage, pledge, security interest, conditional sale agreement or other title retention agreement, lease, security agreement, right of first refusal, option, restriction, tenancy, license, covenant, right of way, easement or other encumbrance (including the filing of, or agreement to give, any financing statement under the Uniform Commercial Code or statute or law of any jurisdiction) on property.

"Material Adverse Effect" means any change or event that is materially adverse to the assets, liabilities, operations or condition of Sellers, taken as a whole, in each case, except for any such

change, event or effect resulting from or arising out of (a) the filing of the Chapter 11 Cases and reasonably anticipated effects thereof, (b) changes in economic conditions generally or in the industries in which Sellers operate, whether international, national, regional or local, (c) changes in general regulatory or political conditions, including any acts of war or terrorist activities, (d) strikes, work stoppages or other labor disturbances, (e) increases in the costs of commodities or supplies, (f) effects of weather or meteorological events, (g) any change of Law, accounting standards or regulatory policy, (h) changes or adverse conditions in the securities markets, including those relating to debt financing, (i) the announcement, execution or delivery of this Agreement or the consummation of the transactions contemplated hereby, and (j) any actions specifically required to be taken or consented to pursuant to or in accordance with this Agreement.

"No Fee Event" means (a) Sellers' termination of this Agreement solely pursuant to Section 9.1(c), or (b) the failure of Sellers to consummate, or agree to consummate, an Alternate Proposal or effect, or agree to effect, a plan of reorganization on or prior to the second anniversary of the date hereof.

"Novation Agreement" means an agreement, in form and substance acceptable to Purchaser, by and among the Purchaser, Sellers and applicable Project Lender to novate or otherwise cause Purchaser to assume the Project Debt.

"Order" means any decree, order, injunction, rule, judgment or consent of or by any Governmental Authority.

"Permits" means all certificates of occupancy or other certificates, permits, authorizations, filings, approvals and licenses possessed by Sellers, or through which Sellers have rights, that are used, useable or useful in the operation of the Business or the use or enjoyment or benefit of the Acquired Assets, including those set forth on Schedule 1.1(d).

"Permitted Liens" means (i) Liens for current property Taxes and assessments not yet due and payable (including, without limitation, liens for *ad valorem* Taxes and statutory liens not yet due and payable arising other than by reason of any default on the part of any Seller), (ii) Liens in the nature of zoning restrictions, building and land use laws, ordinances, orders, decrees, restrictions or any other conditions imposed by or pursuant to any Governmental Authority; (iii) Liens granted or reserved by an instrument executed in connection with this Agreement or the transactions contemplated hereby or thereby; (iv) deposits or pledges made in connection with, or to secure payment of, workers' compensation, unemployment insurance, pension programs mandated under applicable laws or other social security regulations; (v) statutory or common law Liens in favor of carriers, warehousemen, mechanics and materialmen, statutory or common law Liens to secure claims for labor, materials or supplies and other like Liens, which secure obligations to the extent that payment thereof is not in arrears or otherwise due; and (vi) Liens, easements, restrictions, covenants and other matters of record.

"Person" means any corporation, partnership, joint venture, limited liability company, organization, entity, authority or natural person.

"Petition Date" shall have the meaning set forth in Section 6.4(a) hereof.

"Project Debt" means the indebtedness owed to the Project Lenders and described on Schedule 1.1(b).

"Project Lenders" means NBT Bank, N.A., the Vermont Community Loan Fund, Inc., and the Vermont Economic Development Authority

"Purchase Price" shall have the meaning set forth in Section 2.3 hereof.

"Purchaser" shall have the meaning set forth in the Preamble hereto.

"Purchaser Plans" shall have the meaning set forth in Section 10.2(a) hereof.

"Qualified Bids" shall have the meaning set forth in Section 6.5(e) hereof.

"Rehired Employees" shall have the meaning set forth in Section 10.1(a) hereof.

"Release" shall have the meaning set forth in CERCLA.

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

"Sale Order" means an order entered by the Bankruptcy Court in a form reasonably satisfactory to Purchaser and Sellers, authorizing Sellers to sell the Acquired Assets to Purchaser pursuant to this Agreement and Sections 105, 363 and 365 of the Bankruptcy Code, free and clear of all Liens, claims and interests other than Assumed Obligations.

"Schedules" means the schedules attached hereto, which may be amended in sole discretion of Purchaser at any time up to and through Closing.

"Seller" and "Sellers" shall have the meaning set forth in the Preamble hereto.

"Solar Array" shall mean the group net metered photovoltaic electric generating facilities comprising approximately 3 MW owned and/or operated by the Sellers as of the Petition Date, including the projects described on Schedule 1.1(a) under the heading "Owned Solar Assets."

"Tax" and, with correlative meaning, "Taxes" mean with respect to any Person all federal, state, local, county, foreign and other taxes, including, without limitation, any income, alternative or add-on minimum tax, estimated gross income, gross receipts, sales, use, ad valorem, value added, transfer, capital stock franchise, profits, license, registration, recording, documentary, intangibles, conveyancing, gains, withholding, payroll, employment, social security (or similar), unemployment, disability, excise, severance, stamp, occupation, premium, property (real and personal), environmental or windfall profit tax, together with any interest, penalty, addition to tax or additional amount imposed by any Governmental Authority responsible for the imposition of any such tax (domestic or foreign).

"Tax Return" means any report, return, declaration, claim for refund or other information or statement supplied or required to be supplied by any Seller relating to Taxes, including any schedules or attachments thereto and any amendments thereof.

"Tranche 4 DIP Obligations" means all DIP Obligations associated with the Tranche 4 DIP Loan, including the principal amount of any Tranche 4 DIP Loan outstanding as of the Closing, plus any interest accrued thereon, all fees and costs associated therewith and the Upsize Fees and the Exit Fees accrued therein or payable with respect thereto, as such terms are defined in the DIP Credit Agreement or the Final DIP Order; provided, however, that for purposes of this Agreement, Tranche 4 DIP Obligations shall exclude fees and expenses due to the DIP Lender's professionals.

"Transaction Documents" means this Agreement, the Assignment and Assumption Agreement, the Bill of Sale and all other agreements, instruments, certificates and other documents to be entered into or delivered by any party in connection with the transactions consummated pursuant to this Agreement.

"WARN Act" means the Worker Adjustment and Retraining Notification Act and any rules or regulations as have been issued in connection therewith.

Section 1.2 Rules of Construction. Unless the context otherwise clearly indicates, in this Agreement:

- (a) the singular includes the plural;
- (b) "includes" and "including" are not limiting;
- (c) "may not" is prohibitive and not permissive; and
- (d) "or" is not exclusive.

ARTICLE II. PURCHASE AND SALE; ASSUMPTION OF CERTAIN LIABILITIES.

Section 2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Sellers shall sell, convey, assign, transfer and deliver to Purchaser, and Purchaser shall purchase, acquire and take assignment and delivery of, for the consideration specified in Section 2.3, all of the Acquired Assets, free and clear of all Liens other than Permitted Liens.

Section 2.2 Assignment and Assumption of Liabilities; Novation of Project Debt. Subject to the terms and conditions set forth in this Agreement, Purchaser shall assume from Sellers, and thereafter be solely responsible for the payment, performance or discharge, of the Assumed Obligations and the Assumed Indebtedness, subject to execution of Novation Agreements with the applicable Project Lender with respect to the Project Debt owed to each Project Lender. Purchaser shall have no liability or obligation with respect to any Excluded Liabilities.

Section 2.3 Purchase Price. The aggregate purchase price for the Acquired Assets (the "Purchase Price") shall be the total of the Cash Purchase Price, the assumption and/or novation of the Assumed Indebtedness, and the assumption of the Assumed Obligations, and payment of the

Cure Payments. Payments made pursuant to this Section 2.3 shall be allocated among the Acquired Assets purchased in accordance with Section 10.5(b).

Section 2.4 Deemed Consents and Cure Payments. For all purposes of this Agreement (including all representations and warranties of Sellers contained herein), Sellers shall be deemed to have obtained all required consents in respect of the assignment of any Assumed Contract if, and to the extent that, pursuant to the Sale Order or other Bankruptcy Court Order, Sellers are authorized to assume and assign Assumed Contracts to Purchaser pursuant to Section 365 of the Bankruptcy Code and any applicable Cure Payments have been satisfied by Purchaser on behalf of Sellers, as provided herein.

Section 2.5 Obligations in Respect of Assumed Contracts. To the extent that any Assumed Contract is subject to a cure amount pursuant to Section 365 of the Bankruptcy Code, immediately after the Closing, Purchaser shall directly pay or otherwise provide for the amount of any applicable Cure Payment.

Section 2.6 Post-Closing Assignment of Contracts. With respect to any Contract that is not set forth on Schedule 1.1(a) attached hereto, and provided that such Contract is still in effect and has not been rejected by Sellers pursuant to Section 365 of the Bankruptcy Code, upon written notice(s) from Purchaser, as soon as practicable, Sellers shall take all actions reasonably necessary to assume and assign to Purchaser, pursuant to Section 365 of the Bankruptcy Code, any Contract(s) set forth in Purchaser's notice(s); provided, that any applicable Cure Payment shall be satisfied by Purchaser. Sellers agree and acknowledge that they shall provide Purchaser with reasonable advance notice of any motion(s) to reject any Contract. Notwithstanding anything in this Agreement to the contrary, on the date any Contract is assumed and assigned to Purchaser in writing pursuant to this Section 2.6, such Contract shall be deemed an Assumed Contract and deemed scheduled under the appropriate heading on Schedule 1.1(a) for all purposes under this Agreement.

ARTICLE III. CLOSING.

Section 3.1 Closing. Upon the terms and subject to the satisfaction of the conditions contained in this Agreement, the closing of the transaction contemplated by this Agreement (the "Closing") will take place at the offices of Gellert, Seitz, Buskenell & Brown, LLC, 1 Commerce Center, 1201 North Orange St., Ste. 300, Wilmington, DE 19801 at 10:00 a.m., prevailing local time, no later than the first Business Day after the date on which the conditions set forth in Article VII and Article VIII have been satisfied or waived; or on such other date or place as Purchaser and Seller may determine (the "Closing Date").

Section 3.2 Deliveries by Sellers. At the Closing, Sellers shall deliver or procure delivery to Purchaser of:

- (a) one or more bills of sale, substantially in the form attached hereto as Exhibit A (collectively, the "Bill of Sale"), conveying in the aggregate all of the owned personal property of Sellers included in the Acquired Assets, duly executed by Sellers;

- (b) one or more assignments and assumptions of the Assumed Obligations, substantially in the form attached hereto as Exhibit B (collectively, the "Assignment and Assumption Agreements"), duly executed by Sellers;
- (c) the Novation Agreements duly executed by Sellers and the respective Project Lenders;
- (d) deeds for the transfer of any real property owned by any of Sellers which constitutes an Acquired Asset;
- (e) a certificate duly executed by the Secretary of each Seller dated as of the Closing Date certifying (A) as to the incumbency of the persons executing this Agreement and the other documents required hereby on such Seller's behalf and (B) the genuineness of the resolutions (attached thereto) of the board of directors, board of managers or managing member, as applicable, of such Seller, evidencing the authority of such Seller as set forth in Section 5.2 hereof;
- (f) each Seller's (a) charter and/or certificate of formation and all amendments thereto and (b) a good standing certificate in its state of organization, each dated as of a date reasonably proximate to the Closing Date and certified by the applicable Secretary of State or other authorized Governmental Authority;
- (g) duly executed statutory and regulatory consents and approvals, if any, which are required under the laws or regulations of the United States and other Governmental Authorities, and all other necessary consents and approvals of third parties or Affiliates of Sellers to the transactions contemplated hereby;
- (h) title certificates to any motor vehicles included in the Acquired Assets, duly executed by the relevant Seller (together with any other transfer forms necessary to transfer title to such vehicles);
- (i) all other agreements, records and other documents required by this Agreement; and
- (j) all such other instruments of conveyance and related affidavits as shall, in the reasonable opinion of Purchaser and its counsel, be necessary to vest in Purchaser good, valid and marketable title to the Acquired Assets, including time-stamped instruments and releases, in form and substance satisfactory to Purchaser, evidencing release and removal of any Liens on the Acquired Assets other than Permitted Liens.

Section 3.3 Deliveries by Purchaser. At the Closing, Purchaser shall deliver or procure delivery to Sellers of:

- (a) the Cash Purchase Price minus the DIP Obligations but excluding the Tranche 4 DIP Obligations;
- (b) Assumption of the Tranche 4 DIP Obligations;

- (c) the Committee Settlement Payment;
- (d) the Novation Agreements duly executed by Purchaser; and
- (e) the Assignment and Assumption Agreement duly executed by Purchaser.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF SELLERS.

Except as disclosed in the Schedules delivered by Sellers to Purchaser on the date hereof (with any disclosure in any section or subsection thereof being deemed and understood to be a disclosure in each other section or subsection thereof to which the applicability of the disclosure is apparent on its face, notwithstanding the reference to a specific section or paragraph), which Schedules may be amended from time to time through the Closing Date, Sellers jointly and severally represent and warrant to Purchaser as follows:

Section 4.1 Organization, Standing and Power. Each Seller is duly incorporated or organized, as applicable, validly existing and in good standing under the Laws of the jurisdiction of its formation and, except where the failure to obtain such qualification or license could not reasonably be expected to have a Material Adverse Effect, is qualified or licensed to do business in each jurisdiction in which the properties owned, leased or operated by Sellers makes such qualification necessary. Each Seller has all Permits necessary to own and operate its properties and to carry on the Business as now conducted by it, except such Permits the failure of which to have would not reasonably be expected to have a Material Adverse Effect. **Authorization.** Subject to any necessary authorization from the Bankruptcy Court, each Seller has all requisite power and authority to own, lease and operate its properties, to carry on the Business as now being conducted and to execute and deliver the Transaction Documents to which it is a party and to perform its obligations thereunder. All Transaction Documents to which any Seller is a party have been duly executed and delivered by such Seller, except such Transaction Documents that are required by the terms hereof to be executed and delivered by such Seller after the date hereof, in which case such Transaction Documents will be duly executed and delivered by such Seller at or prior to the Closing, and, subject to any necessary authorization from the Bankruptcy Court, all Transaction Documents constitute, or will constitute, as the case may be, the valid and binding agreements of Sellers, enforceable against Sellers in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equitable principles.

Section 4.3 Title to Assets. Sellers have good, valid, marketable and undivided title and/or a valid leasehold interest in, the Acquired Assets free and clear of all Liens, other than Permitted Liens. Subject to Bankruptcy Court approval, Sellers have the power and the right to sell, assign and transfer and Sellers will sell, assign and/or transfer and deliver to Purchaser, and Purchaser will be vested with good, valid, marketable and undivided title to, the Acquired Assets, free and clear of all Liens other than Permitted Liens, and the Assumed Obligations.

Section 4.4 Conflicts; Consents.

- (a) The execution, delivery and performance by each Seller of this Agreement and the consummation of the transaction contemplated hereby, and compliance by each Seller with any of the provisions hereof do not, or will not at the time of execution,

result in the creation of any Lien upon the Acquired Assets and do not, or will not at the time of execution, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of payment, termination, modification, acceleration or cancellation under any provisions of: (i) such Seller's certificate of incorporation, bylaws or comparable organizational documents; (ii) subject to entry of the Sale Order, any Assumed Contract to which such Seller is a party or by which any of the Acquired Assets are bound; (iii) subject to entry of the Sale Order, any order, writ, injunction, judgment or decree of any Governmental Authority applicable to such Seller or any of the Permits, licenses, rights, properties or assets of such Seller as of the date hereof; or (iv) subject to entry of the Sale Order, any applicable Law.

- (b) Subject to entry of the Sale Order, no consent, waiver, approval, order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Authority is required on the part of any Seller in connection with the execution, delivery and performance of this Agreement or any other agreement, document or instrument contemplated hereby or thereby to which it is or will become a party, the compliance by such Seller with any of the provisions hereof or thereof, the consummation of the transactions contemplated hereby or thereby, or the assignment or conveyance of the Acquired Assets.

Section 4.5 Assumed Contracts.

- (a) Schedule 1.1(a) attached hereto contains a list of all Assumed Contracts.
- (b) Except for defaults that will be cured through the Cure Payments listed on Schedule 4.6 attached hereto or defaults arising solely as a consequence of the commencement of the Chapter 11 Cases, neither any Seller nor, to the Knowledge of Sellers, any other party thereto is in default or breach in any material respect under the terms of any Assumed Contract.

Section 4.6 Cure Amounts. To the Sellers' knowledge, Schedule 4.6 attached hereto sets forth all of the Cure Payments to be satisfied for purposes of Sellers' assumption and assignment to Purchaser of the Assumed Contracts under Section 365 of the Bankruptcy Code.

Section 4.7 Brokers. No Seller has incurred any Liability to any broker, finder or agent with respect to the payment of any commission regarding the consummation of the transactions contemplated hereby, other than the Seller's retention of England Securities, LLC ("England") under a letter of engagement dated May 20th, 2024.

Section 4.8 Intellectual Property. Other than as set forth on Schedule 4.8 attached hereto, to the Sellers' Knowledge, (i) with respect to any Intellectual Property owned by any Seller (as opposed to Intellectual Property of which any Seller is a licensee), Sellers have all right, title and interest to all such Intellectual Property, without any conflict known to any Seller with the rights of others, (ii) no Person other than Sellers has the right to use such Intellectual Property owned by Sellers, and (iii) Sellers have the valid right to use, pursuant to a license, sublicense or

other agreement, any Intellectual Property used in Sellers' Business that is owned by a party other than Sellers.

Section 4.9 Taxes.

- (a) Each Seller has filed all Tax Returns that it was required to file. All such Tax Returns were correct and complete in all material respects. All Taxes owed by any Seller (whether or not shown on any Tax Return) have been paid. No Seller is the beneficiary of any extension of time within which to file any Tax Return. With respect to each Seller, no claim has ever been made by a Governmental Authority in a jurisdiction where such Seller does not file Tax Returns that such Seller is or may be subject to taxation by that jurisdiction.
- (b) Other than as set forth on Schedule 4.9 attached hereto,, Each Seller has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party, and all Forms W-2 and 1099 (or any other applicable form) required with respect thereto have been properly completed and timely filed.
- (c) There is no dispute or claim concerning any Tax Liability of any Seller claimed or raised by any authority in writing or, to Sellers' Knowledge, orally. No Seller has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

Section 4.10 Labor Matters.

- (a) Sellers are party to collective bargaining agreements. There is no labor strike, slowdown, work stoppage or other material labor dispute relating to operation of the Sellers' businesses pending or, to Sellers' Knowledge, threatened against Sellers except for those issues listed on Schedule 4.10. To Sellers' Knowledge, no union organizing or decertification efforts are underway or threatened.
- (b) No Seller has received written notice of any material employment-related charge or material complaint against the Business before the Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board or any other Governmental Authority and no Seller has received any notice of any material threatened employment-related charge or complaint against any Seller any such Governmental Authority.
- (c) With respect to this transaction, any notice required under any Law or collective bargaining agreement has been given, and all bargaining obligations with any employee representative have been, or prior to the Closing will be, satisfied. No Seller has implemented any mass layoff of employees that could implicate the WARN Act or similar state, local or foreign Laws or regulations.

Section 4.11 Environmental Matters. Other than as set forth on Schedule 4.11 attached hereto, to the Sellers' Knowledge, (a) the Acquired Assets are in material compliance with all

applicable Laws, regulations, or other legal requirements relating to the protection of the environment or human health and safety as it relates to Hazardous Materials ("Environmental Laws"); (b) no Seller has received written notice of any proceeding relating to or arising under Environmental Laws with respect to the Acquired Assets or the Business, nor, to Sellers' Knowledge, are any of the same being threatened in writing against any Seller or any real property owned, operated, or leased by any Seller; (c) no Seller has received any written notice of, or entered into, any obligation, order, settlement, judgment, injunction, or decree involving outstanding requirements relating to or arising under Environmental Laws; and (d) there has been no Release of any Hazardous Material into the environment at, onto, or from any property owned or leased by any Seller which would reasonably be expected to result in material Liability, costs or Claims relating to any Environmental Law.

Section 4.12 Litigation; Proceedings. Other than as set forth on Schedule 4.12 attached hereto, there is no material claim, action, suit, proceeding, complaint, charge, hearing, grievance or arbitration pending or, to Sellers' Knowledge, threatened against or related to the Business, whether at Law or in equity, whether civil or criminal in nature or by or before any arbitrator or Governmental Authority, nor are there any investigations relating to the Business, pending or, to Sellers' Knowledge, threatened by or before any arbitrator or any Governmental Authority. None of the Acquired Assets is subject to any judgment, injunction, order, consent or decree of any Governmental Authority or any settlement agreement with any Person.

Section 4.13 Compliance with Laws. To Sellers' Knowledge, each Seller (i) has complied in all material respects with, is in compliance in all material respects with and has operated the Business in compliance in all material respects with all applicable Laws, and (ii) holds all Permits, concessions, grants, licenses, easements, variances, exemptions, consents, orders, franchises, authorizations and approvals of all Governmental Authorities necessary for the lawful conduct of the Business and is in compliance in all material respects with all of the foregoing. No Seller has received any written notice or other written communication from any Governmental Authority or other Person (i) asserting any violation of, or failure to comply with, any requirement of any Permit or (ii) notifying a Seller of the non-renewal, revocation or withdrawal of any Permit. Each Seller is in compliance with the terms of the Permits.

ARTICLE V. REPRESENTATIONS AND WARRANTIES OF PURCHASER.

Purchaser represents and warrants to Sellers as follows:

Section 5.1 Organization, Standing and Power. Purchaser is a limited liability company duly organized, validly existing and in good standing under the Laws of the state of Delaware.

Section 5.2 Authorization. Purchaser has all requisite power and authority to own, lease and operate its properties, to carry on the Business and to execute and deliver the Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder. All Transaction Documents to which Purchaser is a party have been duly executed and delivered by Purchaser, except such Transaction Documents that are required by the terms hereof to be executed and delivered by Purchaser after the date hereof, in which case such Transaction Documents will be duly executed and delivered by Purchaser at or prior to the Closing, and all Transaction

Documents constitute, or will constitute, as the case may be, the valid and binding agreements of Purchaser, enforceable against Purchaser in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equitable principles.

Section 5.3 No Conflict or Violation. Except to the extent any of the foregoing is not enforceable due to operation of applicable bankruptcy Law or the Sale Order, the execution, delivery and performance of the Transaction Documents and the consummation of the transactions contemplated thereby by Purchaser do not and shall not violate any Law or any provision of the charter or organizational documents of Purchaser.

Section 5.4 Availability of Funds. Purchaser has cash available or has existing borrowing facilities, which together are sufficient to enable it to consummate the transactions contemplated by this Agreement.

Section 5.5 Brokers. Purchaser has incurred no Liability to any broker, finder or agent with respect to the payment of any commission regarding the consummation of the transactions contemplated hereby.

Section 5.6 Limitation of Representations and Warranties. PURCHASER REPRESENTS AND ACKNOWLEDGES THAT IF THE CLOSING IS CONSUMMATED, THE ACQUIRED ASSETS AND ASSUMED OBLIGATIONS ARE BEING SOLD TO PURCHASER ON AN "AS IS, WHERE IS" BASIS WITH ALL FAULTS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR CAUSE. THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 4.1 THROUGH 4.13 ARE ONLY SET FORTH HEREIN FOR PURPOSES OF DEFINING THE CONDITION TO PURCHASER'S OBLIGATIONS TO CLOSING SET FORTH IN ARTICLE VII. IMMEDIATELY FOLLOWING THE CLOSING, SUCH REPRESENTATIONS AND WARRANTIES WILL CEASE TO HAVE ANY FURTHER FORCE OR EFFECT AND ANY BREACH THEREOF, WHETHER BEFORE OR AFTER THE CLOSING, MAY NOT SERVE AS A BASIS FOR A BREACH OF CONTRACT OR OTHER CLAIM BY PURCHASER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO (A) ANY PROJECTIONS, ESTIMATES OR BUDGETS DELIVERED TO OR MADE AVAILABLE TO PURCHASER OF FUTURE FINANCIAL RESERVES, FUTURE REVENUES, FUTURE RESULTS OF OPERATIONS (OR ANY COMPONENT THEREOF), FUTURE CASH FLOWS OR FUTURE FINANCIAL CONDITION (OR ANY COMPONENT THEREOF) OF SELLERS OR THE FUTURE BUSINESS AND OPERATIONS OF SELLERS OR (B) ANY OTHER INFORMATION OR DOCUMENTS MADE AVAILABLE TO PURCHASER OR ITS COUNSEL, ACCOUNTANTS OR ADVISORS WITH RESPECT TO SELLERS OR THE BUSINESS. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THERE WILL BE NO PURCHASE PRICE ADJUSTMENTS OF ANY TYPE OR MANNER, INCLUDING ANY QUALITY ASSESSMENT OF THE ACQUIRED ASSETS BEING CONVEYED. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, SELLERS MAKE NO REPRESENTATIONS AS TO THE CONDITION OF THE ACQUIRED ASSETS

AND PURCHASER HAS MADE ITS OWN INSPECTION AND IS SATISFIED WITH THE ACQUIRED ASSETS IN ALL RESPECTS.

ARTICLE VI. COVENANTS OF PURCHASER AND SELLERS; OTHER AGREEMENTS.

Section 6.1 Consents and Approvals. Prior to Closing, Sellers and Purchaser shall cooperate and use commercially reasonable efforts (a) to obtain all necessary consents and approvals to consummate the purchase and sale of the Acquired Assets and the assignment of the Assumed Obligations, together with any other necessary consents and approvals to consummate the transactions contemplated hereby, including, without limitation, obtaining the Bidding Procedures Order and Sale Order, (b) to make all filings, applications, statements and reports to all authorities that are required to be made prior to the Closing Date by or on behalf of Sellers or any of their Affiliates pursuant to any applicable Law in connection with this Agreement and the transactions contemplated hereby and (c) to obtain all required consents and approvals (if any) necessary to assign and transfer Sellers' Permits included in the Acquired Assets to Purchaser at Closing. In the event that certain of Sellers' Permits included in the Acquired Assets are not transferable or replacements therefore are not obtainable on or before the Closing, but such Permits are transferable or replacements therefore are obtainable after the Closing, Sellers and Purchaser shall continue to cooperate and use such commercially reasonable efforts after the Closing as may be required to obtain all required consents and approvals to transfer, or obtain replacements for, such Permits after Closing and shall do all things necessary to give Purchaser the benefits that would be obtained under such Permits.

Section 6.2 Access to Information. Sellers shall, prior to the Closing Date, (a) provide Purchaser and its representatives, upon reasonable written notice and at reasonable times, access to the facilities, offices, personnel and consultants of Sellers and to the Books and Records of Sellers as it reasonably requests; (b) furnish Purchaser with such financial and operating data and other information with respect to the condition (financial or otherwise), businesses, assets, properties or operations of Sellers related to the Acquired Assets as Purchaser shall reasonably request; and (c) permit Purchaser to make such reasonable inspections and copies thereof as Purchaser may reasonably require, provided, that Purchaser shall be bound by and shall comply with the terms of the Confidentiality Agreement with respect to Purchaser's ability to use or disclose any such information and provided, further, that no Seller shall be required to disclose any internal or confidential materials prepared by or on behalf of it in connection with the transactions contemplated hereby, and provided, further, that Sellers shall not disclose or provide copies of any documents or materials that are covered by the Sellers' attorney-client privilege.

Section 6.3 Further Assurances.

- (a) Sellers will use commercially reasonable efforts (i) to obtain the entry of the Bidding Procedures Order on the Bankruptcy Court's docket as soon as practicable and no later than thirty (30) days after the date hereof; (ii) to hold the Auction no later than thirty (30) days after the date of entry of the Bidding Procedures Order; and (iii) to obtain the entry of the Sale Order on the Bankruptcy Court's docket as soon as practicable and no later than ten (10) Business Days after the conclusion of the Auction.

- (b) With respect to each Assumed Contract, to the extent required by the Bankruptcy Court, Purchaser shall provide adequate assurance of the future performance of such Assumed Contract by Purchaser. Purchaser shall take such actions as may be reasonably requested by Sellers to assist Sellers in obtaining the Bankruptcy Court's entry of the Sale Order and any other order of the Bankruptcy Court reasonably necessary to consummate the transactions contemplated by this Agreement.
- (c) From time to time after the Closing and without further consideration, (i) Sellers, upon the reasonable request of Purchaser, shall execute and deliver such documents and instruments of conveyance and transfer as Purchaser may reasonably request in order to consummate more effectively the purchase and sale of the Acquired Assets as contemplated hereby and to vest in Purchaser title to the Acquired Assets transferred hereunder, or to otherwise more fully consummate the transactions contemplated by this Agreement, and (ii) subject to the Sale Order, Purchaser, upon the reasonable request of Sellers, shall execute and deliver such documents and instruments of contract or lease assumption as Sellers may reasonably request in order to confirm Purchaser's Liability for the obligations specifically assumed hereunder or otherwise to more fully consummate the transactions contemplated by this Agreement.
- (d) For a period of ninety (90) days after the Closing, Sellers shall not seek to reject or terminate any Contract without providing Purchaser at least five (5) business days' notice (or such shorter period consented to by Purchaser) and an opportunity to elect to take assumption and assignment of such contract pursuant to Section 2.6 hereof.

Section 6.4 Bankruptcy Actions.

- (a) As promptly as practicable, but in no event later than five (5) Business Days after the date of this Agreement, Sellers shall make all filings necessary to initiate the Chapter 11 Cases in the Bankruptcy Court (such actual filing date, the "Petition Date").
- (b) As promptly as practicable, but in no event later than fifteen (15) Business Days after the Petition Date, Sellers shall file in the Chapter 11 Cases a motion, in form and substance reasonably acceptable to Purchaser, seeking the entry of (i) the Bidding Procedures Order and (ii) the Sale Order.
- (c) Subject to its obligations as a debtor-in-possession, each Seller shall promptly make any filings, take all actions and use all commercially reasonable efforts to obtain any and all relief from the Bankruptcy Court that is necessary or appropriate to consummate the transactions contemplated by this Agreement and the Transaction Documents.
- (d) Sellers shall give notice to all parties entitled to notice of the Bidding Procedures Order, the Sale Order and any motions related thereto in accordance with all

applicable Laws, the Rules and any applicable local rules, and to any other Persons reasonably requested by Purchaser.

- (e) Sellers shall conduct any auction process in accordance with the Bidding Procedures. Except as permitted by the Bidding Procedures Order or with Purchaser's consent, Sellers shall comply with, and shall not amend, waive, modify or supplement, the Bidding Procedures.
- (f) Sellers shall promptly notify Purchaser if any party appeals, requests a stay of, or seeks reconsideration of the Bidding Procedures Order or Sale Order and provide Purchaser a copy of any related notices, applications or motions within one Business Day after receipt by Sellers.

Section 6.5 Auction Procedures. Notwithstanding anything to the contrary in this Agreement, the following terms and conditions shall govern:

- (a) The sale of the Acquired Assets, the approval of this Agreement and the consummation of the transactions contemplated hereby are expressly subject to (i) higher or better offers that may be received and accepted by Sellers in accordance with the Bidding Procedures Order and (ii) entry of the Sale Order by the Bankruptcy Court.
- (b) Sellers and Purchaser shall cooperate in resolving or contesting any objections (including testimony or argument in Bankruptcy Court) to this Agreement, the Bidding Procedures Order or the Sale Order, and Purchaser and Sellers shall bear their own costs relating thereto; provided, however, that Purchaser's costs relating thereto shall be considered part of the Expense Reimbursement up to the maximum cap of such Expense Reimbursement.

Section 6.6 Disclosure Schedules and Supplements. Sellers shall notify Purchaser of, and shall supplement or amend the Schedules to this Agreement with respect to, any matter that (a) arises after the Execution Date and that, if existing or occurring at or prior to such delivery of the Schedules, would have been required to be set forth or described in the Schedules to this Agreement or (b) makes it necessary to correct any information in the Schedules to this Agreement or in any representation and warranty of Sellers that has been rendered inaccurate thereby. Each such notification and supplementation, to the extent known, shall be made no later than two (2) Business Days after discovery thereof and no later than three (3) days before the date set for the Closing by the parties. Each such supplement or amendment to the Schedules to this Agreement shall be deemed to cure any inaccuracy of any representation or warranty made in this Agreement.

Section 6.7 Conduct of Business Prior to Closing. Except as expressly contemplated by this Agreement or with Purchaser's prior written consent, and except to the extent expressly required or permitted under the DIP Credit Agreement, the Bankruptcy Code, other applicable Law or any ruling or order of the Bankruptcy Court:

- (a) Sellers shall not take any action that would constitute or result in an Event of Default (as defined therein) under the DIP Credit Agreement;

- (b) Sellers shall not directly or indirectly sell or otherwise transfer, or offer, agree or commit (in writing or otherwise) to sell or otherwise transfer, any of the Acquired Assets other than the sale of inventory in the ordinary course of business or the use of cash collateral in accordance with the DIP Credit Agreement or the DIP Orders;
- (c) Sellers shall not permit, offer, agree or commit (in writing or otherwise) to permit, any of the Acquired Assets to become subject, directly or indirectly, to any Lien, Claim or other encumbrance, except for Permitted Liens or Liens granted in connection with the DIP Credit Agreement;
- (d) Sellers shall not enter into any transaction or take any other action that could be reasonably expected to cause or constitute a material breach of any representation or warranty made by Sellers in this Agreement;
- (e) Sellers shall notify Purchaser promptly in writing of any Material Adverse Effect;
- (f) Sellers shall comply in all material respects with all Laws applicable to them or having jurisdiction over the Business or any Acquired Asset;
- (g) Sellers shall not enter into any Contract material to Sellers (taken as a whole) to which any Seller is a party or by which it is bound and that are used in or related to the Business or the Acquired Assets or assume, amend, modify, reject or terminate any Contract to which any Seller is a party or by which it is bound and that are used in or related to the Business or the Acquired Assets (including any Assigned Contract);
- (h) Sellers shall not cancel or compromise any material debt or claim or waive or release any right of Sellers that constitutes an Acquired Asset or an Assumed Obligation, including, for the avoidance of doubt, the compromise of any account receivable;
- (i) Sellers shall not enter into any material commitment for capital expenditures except pursuant to the Budget (as defined in the DIP Credit Agreement);
- (j) Sellers shall not terminate, amend, reject or modify in any manner any lease for leased real property;
- (k) Sellers shall use commercially reasonable efforts to (i) conduct the Business in substantially the same manner as conducted as of the date of this Agreement and only in the ordinary course, (ii) preserve the existing business organization and management of the Business intact, (iii) keep available the services of the current officers and employees of the Business, to the extent reasonably feasible, (iv) maintain the existing relations with customers, distributors, suppliers, creditors, business partners, employees and others having business dealings with the Business, to the extent reasonably feasible, and (v) refrain from changing in any material respect any of their product prices or pricing policies (e.g., discount policies) for any of their products or services except as shall be necessary to meet competition or customer requirements;

- (l) Sellers shall at all times maintain, preserve and protect all of their material Intellectual Property, and preserve all the remainder of their material property, in use or useful in the conduct of the Business and keep the same in good repair, working order and condition (taking into consideration ordinary wear and tear) and from time to time make, or cause to be made, all necessary or appropriate repairs, replacements and improvements thereto consistent with industry practices, so that the business carried on in connection therewith may be properly and advantageously conducted at all times; and
- (m) Sellers shall not take, agree, commit or offer (in writing or otherwise) to take, any actions in violation of the foregoing.

Section 6.8 Casualty. If, between the Execution Date and the Closing, any of the Acquired Assets shall be destroyed or damaged in whole or in part by fire, earthquake, flood, other casualty or any other cause ("Casualty"), then Sellers shall hold the entirety of all insurance proceeds payable to Sellers in respect of the Casualty in trust for Purchaser, and shall not dissipate such funds without the express prior written consent of the Purchaser.

Section 6.9 Assumed Obligations. Subsequent to the Closing, Purchaser agrees to be solely responsible for the payment and performance of the Assumed Obligations and shall indemnify and hold Sellers harmless with respect to the Assumed Obligations after the Closing, including, without limitation, any loss, Liability, cost or expense (including, without limitation, legal fees and court costs) arising out of or in connection with, or otherwise relating to, the Assumed Obligations.

Section 6.10 Disclaimer. Sellers do not make, have not made and, if previously made, hereby expressly disclaim, any representations or warranties in connection with the transactions contemplated hereby other than those expressly set forth herein. It is understood that any data, any financial information, and projections or any memoranda or offering materials or presentations are not and shall not be deemed to be or to include representations or warranties of Sellers and no representation or warranty is made with respect thereto and, if made, is hereby expressly disclaimed. Except as expressly set forth herein, no Person has been authorized by Sellers to make any representation or warranty relating to Sellers, the Acquired Assets, the Assumed Obligations or otherwise in connection with the transactions contemplated hereby and, if made, such representation or warranty is expressly disclaimed and may not be relied upon as having been authorized by Sellers.

ARTICLE VII. CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER.

The obligations of Purchaser under this Agreement are, at the option of Purchaser, subject to satisfaction of the following conditions precedent on or before the Closing Date.

Section 7.1 Representations and Warranties; Covenants.

- (a) Each of the representations and warranties of Sellers contained herein shall be true and correct in all material respects on and as of the Closing Date (except for representations and warranties made as of a specified date, which shall be true and

correct in all material respects as of that date) with the same force and effect as though made on and as of the Closing Date.

- (b) Sellers shall have performed and complied in all material respects with the obligations and covenants required by this Agreement to be performed or complied with by Sellers on or prior to the Closing Date.

Section 7.2 Due Diligence. Prior to the Execution Date, Purchaser shall have completed and shall be satisfied in all respects with the results of its ongoing due diligence investigation of the business, assets, operations, properties, financial condition, contingent liabilities, prospects and material agreements of Sellers and relating to Sellers' assets. Upon the Execution Date, Purchaser shall be deemed to have completed its due diligence investigation and shall be deemed to be satisfied in all respect with the results thereof, and no ongoing due diligence contingency shall remain as a condition to Closing.

Section 7.3 Bankruptcy Court Approval. The Sale Order shall have been entered by the Bankruptcy Court and shall have become a Final Order.

Section 7.4 No Injunctions. On the Closing Date, there shall be no Laws or Orders that operate to restrain, enjoin or otherwise prevent or make illegal the consummation of the transactions contemplated by this Agreement. No action or proceeding initiated by any Governmental Authority seeking an Order prohibiting the consummation of the transactions contemplated by this Agreement shall be pending.

Section 7.5 Closing Deliveries. Sellers shall have delivered to Purchaser: (a) a certificate signed by an officer of each Seller, dated the date of the Closing Date, in form and substance satisfactory to Purchaser, certifying that the conditions specified in Section 7.1(a) and 7.1(b) have been satisfied as of the Closing and (b) all of the closing deliveries set forth in Section 3.2.

ARTICLE VIII. CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS.

The obligations of Sellers under this Agreement are, at the option of Sellers, subject to the satisfaction of the following conditions precedent on or before the Closing Date.

Section 8.1 Representations and Warranties; Covenants.

- (a) The representations and warranties of Purchaser contained herein shall be true and correct in all material respects on and as of the Closing Date (except for representations and warranties made as of a specified date, which shall be true and correct as of that date in all material respects) with the same force and effect as though made by Purchaser on and as of the Closing Date.
- (b) Purchaser shall have performed and complied in all material respects with the obligations and covenants required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date.

Section 8.2 Consideration. Purchaser shall have delivered to Sellers the Purchase Price.

Section 8.3 Bankruptcy Court Approval. The Sale Order shall have been entered by the Bankruptcy Court and shall have become a Final Order.

Section 8.4 No Injunctions. On the Closing Date, there shall be no Laws or Orders that operate to restrain, enjoin or otherwise prevent or make illegal the consummation of the transactions contemplated by this Agreement. No action or proceeding initiated by any Governmental Authority seeking an Order prohibiting the consummation of the transactions contemplated by this Agreement shall be pending.

Section 8.5 Closing Deliveries. Purchaser shall have delivered to Sellers: (a) a certificate signed by an officer of Purchaser, dated the date of the Closing Date, in form and substance reasonably satisfactory to Sellers, certifying that the conditions specified in Section 8.1(a) and 8.1(b) have been satisfied as of the Closing and (b) all of the closing deliveries set forth in Section 3.3.

ARTICLE IX. TERMINATION; TERMINATION PAYMENT.

Section 9.1 Termination. This Agreement may be terminated prior to the Closing as follows:

- (a) by mutual written agreement of Purchaser and Seller;
- (b) automatically and without any action or notice by either Seller to Purchaser, or Purchaser to Seller, and immediately upon the entry thereof, if there shall be in effect a Final Order restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated under this Agreement;
- (c) by either Purchaser or Seller (provided that the terminating party is not then in material breach of any representation, warranty, covenant or other agreement contained herein), if there shall have been a material breach or misrepresentation of any of the representations or warranties or a material breach of any of the covenants set forth in this Agreement on the part of the other party, which breach would give rise to the failure of the condition set forth in Section 7.1 or Section 8.1, as applicable, and such breach is not cured within ten (10) days following written notice to the party committing such breach or which breach, by its nature, cannot be cured prior to the Closing;
- (d) by Purchaser, if the Bidding Procedures Order shall not have been entered by the date that is thirty (30) days after the Petition Date;
- (e) by Purchaser, if the Auction shall not have commenced by the date that is thirty (30) days after the date of entry of the Bidding Procedures Order;
- (f) by Purchaser, if the Sale Order shall not have been entered on the date that is five (5) Business Days following the conclusion of the Auction;

- (g) by Purchaser or Sellers if the Bankruptcy Court enters an order approving any Alternate Proposal;
- (h) by Purchaser on any day on or after the sixtieth (60th) day following the date hereof if the Closing shall not have been consummated by such date (or by such later date as shall be mutually agreed to by Purchaser and Sellers in writing), provided that the right to terminate this Agreement under this Section 9.1(h) shall not be available to any party whose failure to fulfill any obligation under this Agreement has been a significant cause of, or resulted in, the failure of the Closing on or before such date;
- (i) by Purchaser, if, prior to the Closing any of the Sellers' Bankruptcy Cases shall have been converted to a case under Chapter 7 of the Bankruptcy Code or dismissed, or if a trustee or examiner with expanded powers is appointed in any Bankruptcy Case;
- (j) by Purchaser (provided that Purchaser is not then in material breach of any representation, warranty, covenant or other agreement contained herein) if it shall have reasonably determined that one or more conditions set forth in Article VII has not been fulfilled or satisfied prior to the date specified in such condition (if such condition specifies a date other than the Closing Date by which such condition must be satisfied); and
- (k) by Sellers (provided that no Seller is then in material breach of any representation, warranty, covenant or other agreement contained herein) if it shall have reasonably determined that one or more conditions set forth in Article VIII has not been fulfilled or satisfied prior to the date specified in such condition (if such condition specifies a date other than the Closing Date by which such condition must be satisfied).

Section 9.2 Breakup Fee and Expense Reimbursement.

- (a) If the Bankruptcy Court enters the Bidding Procedures Order and any Seller thereafter consummates an Alternate Proposal, Sellers shall pay (in cash) to Purchaser a breakup fee equal to \$750,000 (the "Breakup Fee") plus up to \$250,000 for reimbursement of Purchaser's legal and professional fees and for other reasonable expenses; provided, however, that the Breakup Fee shall (x) not be payable to Purchaser if a No Fee Event shall have occurred and (y) be payable solely from the proceeds of the Alternate Proposal.
- (b) If the transactions contemplated hereby are not consummated for any reason other than the material breach by Purchaser of this Agreement, Sellers shall immediately pay (in cash) to Purchaser an amount equal to the reasonable, actual and necessary costs and out-of-pocket expenses incurred by Purchaser in connection with its legal, accounting and business due diligence and the preparation and negotiation of this Agreement up to a maximum of \$ 250,000 (the "Expense Reimbursement").

- (c) Sellers' obligation to pay the Breakup Fee and the Expense Reimbursement pursuant to this Section 9.2 shall constitute an allowed administrative expense of Sellers' bankruptcy estates under Section 503(b) of the Bankruptcy Code.
- (d) If Purchaser is entitled to a Breakup Fee, Sellers shall withhold \$75,000 from the amount of the Breakup Fee to be held by Sellers in trust and used only as directed by the Official Committee of Unsecured Creditors appointed in the Bankruptcy Cases for: (i) payment of Committee's professional fees and expenses; (ii) fund the expenses of a chapter 11 plan and liquidating trust; and/or (iii) distributions to unsecured creditors.

Section 9.3 Effect of Termination or Breach. If the transactions contemplated hereby are not consummated: (a) this Agreement shall become null and void and of no further force and effect, except (i) for this Section 9.3, (ii) for the provisions of Section 9.2, Section 11.1, Section 11.7, Section 11.8, Section 11.9, Section 11.10 and Section 11.2 hereof, and (iii) that the termination of this Agreement for any cause shall not relieve any party hereto from any Liability which at the time of termination had already accrued to any other party hereto or which thereafter may accrue in respect of any act or omission of such party prior to such termination; and (b) the payment of the Breakup Fee and Expense Reimbursement, if required under Section 9.2, shall be the sole and exclusive remedy (as liquidated damages) of Purchaser.

ARTICLE X. ADDITIONAL POST-CLOSING COVENANTS.

Section 10.1 Employees.

- (a) Purchaser shall have the right, but not the obligation, to employ any or all of the employees of Sellers as Purchaser determines in its sole discretion (collectively, the "Eligible Employees"), provided that all Eligible Employees shall be offered employment under wage terms substantially comparable to those enjoyed by the Eligible Employees immediately prior to the Closing Date and under employee benefit plans that provide substantially the same level of coverage and benefits as those provided to similarly situated employees of Purchaser (and in no event materially less than those provided by Sellers). Notwithstanding the foregoing, the parties to this Agreement contemplate that substantially all of Sellers' employees are Eligible Employees. All Eligible Employees who accept Purchaser's offer of employment are herein referred to as "Rehired Employees."
- (b) For purposes of the WARN Act and applicable state Laws, (i) Rehired Employees shall become employees of Purchaser on the Closing Date and (ii) Purchaser shall assume all responsibility for any WARN Act notice or other WARN obligation with regard to any terminations or layoffs by Purchaser following the Closing.

Section 10.2 Employee Benefit Plans.

- (a) At Closing, Purchaser shall either (i) adopt the Assumed Plans and shall be responsible for and assume any and all obligations and liabilities with respect to the Assumed Plans or (ii) make available or establish one or more employee benefit plans for the Rehired Employees and their dependents. Purchaser shall credit (i)

each Rehired Employee with his or her service with Sellers, to the extent such service would have been credited had such service been with Purchaser, and (ii) the Rehired Employees with all service recognized by Sellers under employee plans as service with Purchaser for purposes of eligibility to participate and vesting under all employee benefit plans, programs and policies of Purchaser, whether now existing or hereafter adopted ("Purchaser Plans"). Nothing contained in this Agreement shall confer upon any Rehired Employee any right with respect to continuance of employment by Purchaser, nor shall anything herein interfere with the right of Purchaser to terminate the employment of any Rehired Employee at any time, with or without notice, or restrict Purchaser in the exercise of its business judgment in modifying the terms and conditions of employment of the Rehired Employees after the Closing.

- (b) Except as otherwise specified in this Agreement (including without limitation Purchaser's adoption of the Assumed Plans as contemplated under clause (i) of Section 10.1(a) hereof), Sellers shall retain (i) all Liabilities and obligations in respect of the past, present and future employees, including the Rehired Employees, under applicable Laws and (ii) all Liabilities and obligations under any "employee benefit plan" within the meaning of Section 3.3 of ERISA and any other employee benefit plan or program maintained or contributed by a Seller or any ERISA Affiliate, and Purchaser shall have no Liability or obligation whatsoever under such employee benefit plans nor shall Purchaser assume the sponsorship of such employee benefit plans.

Section 10.3 Joint Post-Closing Covenant of Purchaser and Sellers. Purchaser and Sellers jointly covenant and agree that, from and after the Closing Date, Purchaser and Sellers will each use commercially reasonable efforts to cooperate with each other in connection with any action, suit, proceeding, investigation or audit of the other relating to (a) the preparation of an audit of any Tax Return of any Seller or Purchaser for all periods prior to or including the Closing Date and (b) any audit of Purchaser and/or any audit of any Seller with respect to the sales, transfer and similar Taxes imposed by the Laws of any state or political subdivision thereof, relating to the transactions contemplated by this Agreement. In furtherance hereof, Purchaser and Sellers further covenant and agree to promptly respond to all reasonable inquiries related to such matters and to provide, to the extent reasonably possible, substantiation of transactions and to make available and furnish appropriate documents and personnel in connection therewith. All costs and expenses incurred in connection with this Section 10.3 referred to herein shall be borne by the party who is subject to such action.

Section 10.4 Name Changes. On or prior to the Closing Date, each Seller shall take all necessary action to change its name to a name bearing no resemblance to the names set forth on the signature pages to this Agreement. Purchaser agrees and acknowledges that it shall not change its name to the name of any Seller prior to the Closing.

Section 10.5 Tax Matters.

- (a) Any sales, use, purchase, transfer, franchise, deed, fixed asset, stamp, documentary stamp, use or other Taxes and recording charges which may be payable by reason

of the sale of the Acquired Assets or the assumption of the Assumed Obligations under this Agreement or the transactions contemplated herein shall be borne and timely paid by Sellers and Sellers shall indemnify, defend (with counsel reasonably satisfactory to Purchaser), protect and save and hold Purchaser harmless from and against any and all claims, charges, interest or penalties assessed, imposed or asserted in relation to any such Taxes.

- (b) Purchaser shall, within the later of (i) one hundred twenty (120) days after the Closing Date or (ii) thirty (30) days prior to the date by which Sellers' federal income Tax Returns must be filed, prepare and deliver to Sellers a schedule allocating the Purchase Price (and any other items that are required for federal income tax purposes to be treated as part of the purchase price) among the respective Sellers and the Acquired Assets (such schedule, the "Allocation"). Purchaser and Sellers shall report and file all Tax Returns (including amended Tax Returns and claims for refund) consistent with the Allocation, and shall take no position contrary thereto or inconsistent therewith (including, without limitation, in any audits or examinations by any Governmental Authority or any other proceeding). Purchaser and Sellers shall cooperate in the filing of any forms (including Form 8594 under Section 1060 of the Code) with respect to such Allocation, including any amendments to such forms required pursuant to this Agreement with respect to any adjustment to the Purchase Price. Notwithstanding any other provision of this Agreement, the terms and provisions of this (b) shall survive the Closing without limitation.

ARTICLE XI. MISCELLANEOUS.

Section 11.1 Expenses.

- (a) Except as provided in Section 9.2 hereof, each party hereto shall bear its own costs and expenses, including attorneys' fees, with respect to the transactions contemplated hereby. Notwithstanding the foregoing, in the event of any action or proceeding to interpret or enforce this Agreement, the prevailing party in such action or proceeding (i.e., the party who, in light of the issues contested or determined in the action or proceeding, was more successful) shall be entitled to have and recover from the non-prevailing party such costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may incur in the pursuit or defense thereof.
- (b) The parties hereto agree that if any claims for commissions, fees or other compensation, including, without limitation, brokerage fees, finder's fees or commissions are ever asserted against Purchaser or Sellers in connection with this transaction, all such claims shall be handled and paid by the party whose actions form the basis of such claim and such party shall indemnify (with counsel reasonably satisfactory to the party(ies) entitled to indemnification) and hold the other harmless from and against any and all such claims or demands asserted by any Person, firm or corporation in connection with the transaction contemplated hereby.

Section 11.2 Amendment. This Agreement may not be amended, modified or supplemented except by a written instrument signed by Sellers and Purchaser.

Section 11.3 Notices. Any notice, request, instruction or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been given, (a) when received if given in person, (b) on the date of transmission if sent by telex, telecopy, email or other wire transmission (with answer back confirmation of such transmission, if applicable), (c) upon delivery, if delivered by a nationally known commercial courier service providing next day delivery service (such as Federal Express), or (d) upon delivery, or refusal of delivery, if deposited in the U.S. mail, certified or registered mail, return receipt requested, postage prepaid. Unless another address is specified in writing, any notice, request, instruction or other documents given to the parties to this Agreement shall be sent to the addresses indicated below:

To Purchaser:

Joshua Sanger
Clean Royalties, LLC
1401 McKinney Street, Ste. 900
Houston, TX 77010
Email: joshua.sanger@siltstone.com

with a copy to:

Gordon Rees Sully Mansukhani, LLP
2200 Ross Avenue, Ste. 3700
Dallas, TX 75201
Attn: Megan Adeyemo
Email: madeyemo@grsm.com

To Sellers:

Jeffrey Peck, CEO
iSun, Inc.
400 Avenue D, Ste. 10
Williston, VT 05495
Email: jeff@isunenergy.com

with a copy to:

Gellert, Seitz, Busenkell & Brown, LLC
1 Commerce Center
1201 North Orange St., Ste. 300
Wilmington, DE 19801
Attn: Michael Busenkell
Email: mbusenkel@gsbblaw.com

Section 11.4 Waivers. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing by Seller, in the case of a waiver by any Seller, or Purchaser, in the case of any waiver by Purchaser, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach of other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

Section 11.5 Counterparts and Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each Party and delivered to each other Party, it being understood that the Parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

Section 11.6 Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. "Electronic signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. The Company expressly agrees that this Agreement constitutes "transferable records" as defined in applicable regulations relating to electronic transaction and that it may be created, authenticated, stored, transmitted and transferred in a manner consistent with and permitted by such applicable regulations.

Section 11.7 Headings. The headings preceding the text of the Articles and Sections of this Agreement and the Schedules are for convenience only and shall not be deemed part of this Agreement.

Section 11.8 Submission to Jurisdiction. THE PARTIES HEREBY AGREE THAT ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, SUITS, AND PROCEEDINGS RELATING TO THIS AGREEMENT OR THE OTHER AGREEMENTS CONTEMPLATED HEREIN SHALL BE FILED AND MAINTAINED ONLY IN THE BANKRUPTCY COURT, AND THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF SUCH COURT.

Section 11.9 Governing Law; Jurisdiction. Prior to the Sellers filing their cases under the Bankruptcy Code, all questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Texas, without regard to the principles of conflicts of law thereof. Each Party agrees that all business disputes and legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement (whether brought against either Party or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) arising prior to the bankruptcy filing shall be settled by arbitration in Houston, Texas, administered by the then-existing Streamlined JAMS

Arbitration Rules and Procedures. After the Sellers file their cases under the Bankruptcy Code, all questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Each Party agrees to personal and subject matter jurisdiction in the U.S. District Court for the State of Delaware, U.S. Bankruptcy Court for the District of Delaware, or any other bankruptcy court in which Sellers might file cases under any chapter of the Bankruptcy Code. If either Party shall commence an action or proceeding to enforce any provisions of this Agreement, then the prevailing party in such action or proceeding shall be reimbursed by the non-prevailing party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

Section 11.10 WAIVER OF JURY TRIAL. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.

Section 11.11 Binding Nature; Assignment. Upon the approval of this Agreement by the Bankruptcy Court, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without prior written consent of the other parties (which shall not be unreasonably withheld or delayed), except: (a) the rights and interests of Sellers hereunder may be assigned to a trustee appointed under Chapter 11 or Chapter 7 of the Bankruptcy Code; (b) this Agreement may be assigned to any entity appointed as a successor to Sellers pursuant to a confirmed Chapter 11 plan; (c) this Agreement may be assigned to any Affiliate or Affiliates of Purchaser; and (d) as otherwise provided in this Agreement. Sellers hereby agree that the terms of this Agreement shall be binding upon any subsequent trustee appointed under Chapter 11 or Chapter 7 of the Bankruptcy Code.

Section 11.12 No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and nothing contained herein, express or implied, is intended to confer on any Person other than the parties hereto or their successors and permitted assigns, any rights, remedies, obligations, claims, or causes of action under or by reason of this Agreement.

Section 11.13 Construction. The Parties agree that each of them and/or their respective counsel have reviewed and had an opportunity to revise this Agreement and that the language used in this Agreement will be deemed to be the language chosen by the parties to this Agreement to express their mutual intent, and no rule of strict construction shall be applied against any party. Any reference to any federal, state, local or foreign Law shall be deemed also to refer to all rules and Laws promulgated thereunder, unless the context requires otherwise.

Section 11.14 Public Announcements. Except as required by Law or in connection with the Chapter 11 Cases, neither Sellers nor Purchaser shall issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other parties hereto relating to the contents and manner

of presentation and publication thereof, which approval will not be unreasonably withheld, delayed or conditioned. Prior to making any public disclosure required by applicable Law, the disclosing parties shall give the other party a copy of the proposed disclosure and reasonable opportunity to comment on the same. Notwithstanding the foregoing, Purchaser shall not be restricted from making any public announcements or issuing any press releases after the Closing.

Section 11.15 Entire Understanding. This Agreement, the Exhibits and the Schedules set forth the entire agreement and understanding of the parties hereto in respect to the transactions contemplated hereby Agreement, the Exhibits and the Schedules supersede all prior agreements, arrangements and understandings relating to the subject matter hereof and are not intended to confer upon any other Person any rights or remedies hereunder.

Section 11.16 Closing Actions. All deliveries, payments and other transactions and documents relating to the Closing shall be interdependent, and none shall be effective unless and until all are effective (except to the extent that the party entitled to the benefit thereof has waived satisfaction or performance thereof as a condition precedent to the Closing).

Section 11.17 Conflict Between Transaction Documents. The parties hereto agree and acknowledge that to the extent any terms and provisions of this Agreement are in any way inconsistent with or in conflict with any term, condition or provision of any other Transaction Document referred to herein, this Agreement shall govern and control.

Section 11.18 No Survival. The representations and warranties of Sellers and Purchaser contained in this Agreement or in any instrument delivered in connection herewith shall not survive the Closing.

Section 11.19 Access to Books and Records Post-Closing. From and after the Closing, Purchaser shall (a) provide to Sellers (after reasonable notice and during normal business hours and without charge to Sellers) access to all Books and Records included in the Acquired Assets for periods prior to the Closing to the extent, and only to the extent, such access is necessary in order for Sellers (as applicable) to comply with applicable Law or any contract to which it is a party, for claims or causes of action brought in connection with the Bankruptcy Cases, claim administration, liquidation, winding up, or Tax reporting so long as such access is subject to an obligation of confidentiality, and (b) preserve such Books and Records until the earliest of (i) three (3) years after the Closing Date, (ii) the required retention period for all government contact information, records or documents, (iii) the conclusion of all bankruptcy proceedings relating to the Chapter 11 Cases or (iv) in the case of Books and Records related to Taxes, the expiration of the statute of limitation applicable to such Taxes. Such access shall include access to any information in electronic form to the extent reasonably available. Purchaser acknowledges that Sellers have the right to retain copies of all Books and Records included in the Acquired Assets for periods prior to the Closing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered on the date first above written.

SELLERS:

iSun, Inc.

Name: _____

Title: _____

Solar Communities, Inc. d/b/a Sun Common

Name: _____

Title: _____

Liberty Electric, Inc.

Name: _____

Title: _____

Hudson Solar Service, LLC

Name: _____

Title: _____

Hudson Valley Clean Energy, Inc.

Name: _____

Title: _____

iSun Corporate, LLC

Name: _____

Title: _____

iSun Energy LLC

Name: _____

Title: _____

iSun Utility, LLC

Name: _____

Title: _____

Peck Electric Co.

Name: _____

Title: _____

Sun CSA 36, LLC

Name: _____

Title: _____

PURCHASER:

Clean Royalties, LLC

Name: Joshua Sanger

Title: Authorized Signatory

Schedule 1.1(a) - Acquired Assets**Books and Records**

All Books and Records related to the Business and the Acquired Assets, whether in electronic or tangible format, including for the avoidance of doubt:

- All emails or correspondence
- All lists of current and former customers, prospects, and vendors with all details, contracts, agreements, warranties, and historical data.

General Intangibles

1. Any and all interests and rights in and to Intellectual Property Assets that are wholly or beneficially owned by or controlled by Sellers, their affiliates and their subsidiaries or for which Sellers, their affiliates and their subsidiaries are a registrant, including but not limited to all Intellectual Property used or held for use in the conduct of the Sellers' and their Affiliates' business, including, among other things, all of Sellers' rights, ownership and registrations for any and all of Sellers' internet protocol (IP) addresses, domain names, websites, applications, social media names and handles, trademarks, trademark applications, service marks, collective marks and patents, including the following:

(a) Trademarks or Trademark Applications

Entity	Trademark	Country	App #	Reg #
iSUN Energy LLC	ISUN	USA	87118176	5259181
iSUN Energy LLC	ISUN	Canada	1767865	TMA983469
SolarCommunities, Inc.	CLIMATE ACTION FILM FESTIVAL	USA	88788079	6259451
	And design			
SolarCommunities, Inc.	Design of Houses in a Circle	USA	88455441	5937293
	(color)			
SolarCommunities, Inc.	Design of Houses in a Circle	USA	88455131	5937284
	(B&W)			
SolarCommunities, Inc	SUNCOMMON	USA	85518407	4380819
Hudson Valley Clean Energy, Inc.				

(b) *Applications*

- iSun EV application for computer and mobile devices
- Applications built into, onto, or connected to any software system used by any of the companies (e.g. NetSuite and Salesforce customizations).

2. Avoidance Actions

3. Venture-level Equity Investments (along with any associated rights)

a) *AmpUp*

- \$1,000,000 SAFE equity investment in NAD Grid Group (AmpUp) with a \$15,000,000 post-money valuation cap. Signed March 16, 2021
- NAD Grid Corp (AmpUp) Pro Rata Agreement signed March 16, 2021
- NAD Grid Corp (AmpUp) Side Letter Agreement signed March 16, 2021

b). *Gemini*

- \$1,500,000 SAFE equity investment in Gemini signed March 15, 2021
- Gemini Electric Mobility Co Side Letter Agreement signed March 15, 2021

c) *Encore Renewables*

- \$5,000,000 investment in Encore Renewables with ROFO and Board Observer rights

d) *Fusion Renewable*

- 20% equity interest

4. Permits

- Liberty Electric, Inc., MA Registered Electrical Business License No: 3388 A1
- Liberty Electric NH Registered Electrical Business License No: 5820
- All permits identified under the heading “1. Owned Solar Assets” of this Schedule 1.1(a)
- All other permits used in connection with the Business and Acquired Assets

5. All of Sellers’ rights and interests in marketing and promotional materials, including:

- Marketing collateral, plans, contracts, historical data
- Photographs, customer testimonials, references

6. All rights, including enforcement rights, under non-solicitation and non-compete agreements in favor of Sellers concerning the Business and Acquired Assets

7. All warranties, guaranties and similar rights related to the Business and Acquired Assets, including warranties and guarantees made by suppliers, manufacturers and contractors or sub-contractors under the Purchase Assets and claims thereunder

8. All shares of common stock in the Amicus Solar Cooperative

9. All professional certifications associated with the Business and Acquired Assets, including, without limitation:
 - NYSERDA solar installation
 - B Corporation Certification

Payment Intangibles

1. All accounts receivables held by the Debtors or generated in the course of their business that remain unpaid as of the Closing

Assumed Contracts

1. That certain collective bargaining agreement between Sellers and IBEW Local 567 (Maine), except Purchaser's obligation as to associated Liabilities existing prior to Closing shall be capped at \$100,000.
2. That certain collective bargaining agreement between Sellers and IBEW Local 300 (Union Benefits Funds)(Vermont), except Purchaser's obligation as to associated Liabilities existing prior to Closing shall be capped at \$100,000.
3. That certain insurance policy by and between Sellers and Navigator Casualty, Ltd. Providing coverage for general liability, auto insurance and Worker's Compensation coverage, including all accompanying capital, cash security, unpaid assessments and dividends payable.
4. The following Office Leases:
 - o Office Lease for the premises located at 400 Avenue D #10, Williston, VT 05495
 - o Liberty Electric office leases for the premises located at 50 Northwestern Drive, Salem, NH 03079 and annex
 - o Lease for the premises located at 442 US-2 Waterbury, VT 05676
5. All of the Sellers' contracts with the owners of the Projects for the performance and completion of such projects, and all of the Sellers' rights and interest in such contracts, regardless of whether such contracts have been or are alleged to have been terminated or are not executory for purposes of section 365 of the Bankruptcy Code listed below under the heading "Industrial and Commercial Contracted Backlog"
6. All of the Sellers' active contracts with customers (including owners of Projects) to provide electrical, fire alarm, data, solar or other services, and all of Sellers' rights and interest in such contracts, including those listed below under the heading "O&M Contracts (Active and Contract Finance):".

7. Any lease, easement or other agreement permitting the use or occupancy of real property in connection with the assets described under the heading “1. Owned Solar Assets” of this Schedule 1.1(a)
8. Any agreement for the offtake or purchase of electricity related to the Solar Array, including any net metering agreement or power purchase agreement, including those described under the heading “1. Owned Solar Assets” of this Schedule 1.1(a)
9. Any interconnection or similar agreement related to the Solar Array, including those described under the heading “1. Owned Solar Assets” of this Schedule 1.1(a)
10. All Contracts with Global Foundries for information technology and data services
11. All Contracts with the following service providers:

Software
Intuit (Quickbooks Online)
JAMF Software LLC
Meraki
Mircom
Nest
NetSuite
Office 365
Okta
OWN Backup
OwnCompany Inc
Paylocity
Paystand
Promevo, LLC
Quickbase
Resilient Networks
Salesforce
Scanifly
SolarEdge
Solis
Spectrum
SymQuest Group, Inc.
Tesla
TPX Communications

TransUnion
Trimble Inc
Verizon
Vonage Business Inc.
Wordpress
Zapier
Zoom
PEX Card
BlueHouse Group
J Studio Creative

12. The following insurance policies:

DEBTOR NAME	COUNTER PARTY	CONTRACT DESCRIPTION
Hudson Solar Service, LLC	ARCH INSURANCE CO	INSURANCE POLICIES: WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE POLICY #ZAWCI9423406
Hudson Solar Service, LLC	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306
Hudson Solar Service, LLC	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106
Hudson Solar Service, LLC	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106
Hudson Solar Service, LLC	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306
Hudson Solar Service, LLC	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106
Hudson Solar Service, LLC	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106
Hudson Valley Clean Energy, LLC	ARCH INSURANCE CO	INSURANCE POLICIES: WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE POLICY #ZAWCI9423406
Hudson Valley Clean Energy, LLC	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306

Hudson Valley Clean Energy, LLC	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106
Hudson Valley Clean Energy, LLC	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106
Hudson Valley Clean Energy, LLC	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306
Hudson Valley Clean Energy, LLC	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106
Hudson Valley Clean Energy, LLC	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106
iSun Energy LLC	ARCH INSURANCE CO	INSURANCE POLICIES: WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE POLICY #ZAWCI9423406
iSun Energy LLC	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306
iSun Energy LLC	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106
iSun Energy LLC	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106
iSun Energy LLC	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306
iSun Energy LLC	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106
iSun Energy LLC	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106
iSun, Inc.	ACCELERANT SPECIALTY INS CO	INSURANCE POLICIES: INSURANCE POLICY #S0073PL002055-00 DTD 9/26/2023
iSun, Inc.	ARCH INSURANCE CO	INSURANCE POLICIES: WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE POLICY #ZAWCI9423406

iSun, Inc.	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306
iSun, Inc.	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106
iSun, Inc.	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106
iSun, Inc.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #58461264
iSun, Inc.	ASSUREDPARTNERS NEW ENGLAND INC	Insurance Policy
iSun, Inc.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #58907086
iSun, Inc.	ASSUREDPARTNERS NEW ENGLAND INC	Insurance Policy
iSun, Inc.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #65830032
iSun, Inc.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #66189001
iSun, Inc.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #66189001
iSun, Inc.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #67058700
iSun, Inc.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306
iSun, Inc.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106
iSun, Inc.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106
iSun, Inc.	EVANSTON INSURANCE CO	INSURANCE POLICIES: COMMERCIAL EXCESS LIABILITY POLICY #MKLV1EUL104207
iSun, Inc.	HISCOX INSURANCE CO INC	INSURANCE POLICIES: COMMERCIAL CRIME INSURANCE POLICY #UC25376768.23

iSun, Inc.	HISCOX INSURANCE CO INC	INSURANCE POLICIES: COMMERCIAL CRIME INSURANCE POLICY #UC25376768.23
iSun, Inc.	HISCOX INSURANCE CO INC	INSURANCE POLICIES: COMMERCIAL CRIME INSURANCE POLICY #UC25376768.24
iSun, Inc.	LIBERTY MUTUAL INSURANCE CO	INSURANCE POLICIES: INSURANCE POLICY #58461264
iSun, Inc.	LIBERTY MUTUAL INSURANCE CO	Insurance Policy
iSun, Inc.	LIBERTY MUTUAL INSURANCE CO	INSURANCE POLICIES: INSURANCE POLICY #58907086
iSun, Inc.	LIBERTY MUTUAL INSURANCE CO	Insurance Policy
iSun, Inc.	LIBERTY MUTUAL INSURANCE CO	INSURANCE POLICIES: INSURANCE POLICY #65830032
iSun, Inc.	LIBERTY MUTUAL INSURANCE CO	INSURANCE POLICIES: INSURANCE POLICY #66189001
iSun, Inc.	LIBERTY MUTUAL INSURANCE CO	INSURANCE POLICIES: INSURANCE POLICY #66189001
iSun, Inc.	LIBERTY MUTUAL INSURANCE CO	INSURANCE POLICIES: INSURANCE POLICY #67058700
Peck Electric Co.	ARCH INSURANCE CO	INSURANCE POLICIES: WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE POLICY #ZAWCI9423406 (WORKERS COMPENSATION)
Peck Electric Co.	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306 (AUTOMOBILE)
Peck Electric Co.	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106 (GENERAL LIABILITY)

Peck Electric Co.	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106 (GENERAL LIABILITY)
Peck Electric Co.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306 (AUTOMOBILE)
Peck Electric Co.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106 (GENERAL LIABILITY)
Peck Electric Co.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106 (GENERAL LIABILITY)
SolarCommunities, Inc.	ARCH INSURANCE CO	INSURANCE POLICIES: WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE POLICY #ZAWCI9423406 (WORKERS COMPENSATION)
SolarCommunities, Inc.	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306 (AUTOMOBILE)
SolarCommunities, Inc.	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106 (GENERAL LIABILITY)
SolarCommunities, Inc.	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106 (GENERAL LIABILITY)
SolarCommunities, Inc.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306 (AUTOMOBILE)
SolarCommunities, Inc.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106 (GENERAL LIABILITY)
SolarCommunities, Inc.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106 (GENERAL LIABILITY)

Contracted Backlog

Industrial and Commercial Contracted Backlog

Job ID	C&I Projects
23LE0734	23LE0734 - Coliseum Senior Living
22SV0684	22SV0684 - Stone Mill Solar Pull Test plus EPC
22SV0679	22SV0679 - BD Solar Rangeley LLC Design
22SV0683	22SV0683 - Trolly Tracks Solar Pull Test plus EPC
22SV0685	22SV0685 - Halladay Solar Pull Test
22SV0677	22SV0677 - BD Solar Norridgewock LLC Design plus full EPC
22SV0673	22SV0673 - SV Limestone CSG 1 ME 90% 4.409mw SAT ground mount
23SV0701	23SV0701 - SO 2023 Giri Jonesboro Solar ME 2.9568mw fixed tilt
22SV0681	22SV0681 - BD Solar Larson LLC Design
23LE0731	23LE0731 - Acre Crossing Credit Union
23LE0736	23LE0736 - Pinkerton Academy Bldg 19
	Autumn Harp
22SV0663	22SV0663 - Onlogic 654.2kw ballasted roof mount
23E5690	23E5690 - ICE Harvest Lane
21SV0624	21SV0624 - Simon Pearce Oakland MD 3.1616
23LE0732	23LE0732 - Acre Crossing Residential Bldg
670878	Church Communities NY, Inc. (Maple Ridge)
22LE0720	22LE0720 - Red Tavern
22SV0660	22SV0660 - SV Easton CSG Solar ME 4.171mw SAT ground mount
23E5725	23E5725 - Troy BESS
24D6310	24D6310 - Phone Coverage T&M
508948	Stone Creek Properties (Surface Creations) - Commercial PV Roof - 2022-06
577504	Arcadia Fields, Commercial PV Roof - 2023-03
22SV0688	22SV0688 - ER South Street 6.49476 mw tracker mount
24LE0737	24LE0737 - Pennichuck Dehumidification
	Wings Market
24D6308	24D6308 - Running T&M KTLO
	Essex Resorts
	Greg Beaudoin
624813	Lake and Lake and Maple Apartments - Grant Butterfield
21SV0639	21SV0639 - Von Turkivich S. Burlington
OM58	OM58 - Wispering Pines PM
	Talta Lodge
583065	Bouchard Family Farm
22LE0723	22LE0723 - McKelvie Intermediate School Fire Alarm System
	Catamount Run Phase I
24D6326	24D6326 - Courthouse re-wire
24D6315	24D6315 - Prison Video Systems
24D6309	24D6309 - Running T&M Spectralink
23SV0724	23SV0724 - COTS 18.225 Ballasted roof mount
696189	Oblong Books (Millerton)
24D6328	24D6328 - Marquesas Project
OM11	OM11 - Novus Hardwick
24LE6868	24LE6868 - Humidifier/LED/Ballast
581760	Commercial - SUNWEALTH Four Girls Dairy (Peter Rainville) 72kW - 2023-03
539054	Greater Bennington Community Services, Commercial PV Roof - 2022-10
24D6316	24D6316 - Phone Installs
24D6319	24D6319 - Vermont National Country Club
22SV0674	22SV0674 - SV Limestone CSG 2 ME 90% 3.555MW SAT ground mount
23E5721	23E5721 - Bristol BESS
23E5709	23E5709 - Camp Johnson Resiliency
23SV0702	23SV0702 - KSI Novus rock pit pull test & racking dep
22SV0678	22SV0678 - BD Solar North Anson LLC Design plus EPC
22LE0729	22LE0729 - Laconia Solar Array
22SV0656	22SV0656 - ER Wilton Solar Me 4.01752mw Screw ground mount
23SV0700	23SV0700 - SO 2023 Giri Cherryfield Solar ME 3.1416mw fixed tilt

O&M Contracts (Active and Contract Finance)

Site Name	Site Address
<u>Active</u>	
Echo Center	1 College Street, Burlington, VT
Route 149	Route 149, West Pawlet, VT 05775
Shields Drive	359 Shields Drive, Bennington, VT 05201
Cross Pollination	7263 Ethan Allen Highway, New Haven, VT 05472
South Forty	Sunset Cliff Road, Burlington, VT
Chace Mill	1 Mill St, Burlington, VT
Redstone Lofts	165 Davis Road, Burlington, VT, US
Novus Hardwick	Arsen Ace. East Hardwick, Vermont 05386
Novus Rockingham	25 Jackson Road, Rockingham, VT 05143
University 2	200 Robin Hollow Road, West Greenwhich, RI 02718
Blissville Rd	1327 Blissville Rd, Poultney< VT 05764
Park Road Solar, LLC	26 Ferry Road, Hartland, VT 05048
Upper Road	325 QSI Rd, Poultney, VT 05764
Whispering Pines	Panton Road, Panton, VT 05491
Nedde Bank	77 Pine street, Burlington, VT 05401
Breezy Hill	900 Breezy Hill Rd, Saint Johnsbury, VT 05819
Case Street	Middlebury, VT 05753
Newfrane	14 School Street Newfane, VT 05345
VPR	Troy Avenue 365, Colchester, VT, US
WSOC	280 State Drive, Waterbury, VT 05676
Williston DPW	<i>na</i>
MNFC	1600 Town Hill Rd, New Haven, VT 05472
Gervaise	1330 Twitchell Hill Road, New Haven, VT 05472
Randolph	576 Beanville Rd, Randolph, VT
St. Albans	91 Brigham rd., Saint Albans, VT
Hartland	314 Clay Hill Road, Hartland, VT 05048
Radio Kingston	241-267 Albany Ave, Kingston, NY 12401
CSA McNary	1906 Route 7, Ferrisburgh, VT 05456
CSA Erb Jericho	Old Pump Road 35, Jericho, VT, US
CSA Meshna	1195 Dog Team Road, New Haven, VT 05472
CSA Blakely	680 Route 73, Orwell, VT 05760
CSA Guendel	226 Plank Road, Weltham, VT 05491
CSA Quinn	185 Leicester- Whiting Road, Whiting, VT 05778
GMP Middlebury	121 Cady Road, Middlebury, VT
Cressett Brook- MS	5672 VT-100 Duxbury, VT 05676
CSA Saladino	462 Lake Morey Road, Bradford, VT
CSA Siminger	365 Eden Rd, Albany, VT
CSA Tolle	2742 US-5, Barnet, VT
CSA Lendway	2594 Young Road, Benson, VT
CSA Marcott	1 Birch Meadow Road, Fairlee, VT
CSA Connor	VT Route 22A, Bridport, VT
CSA Hodge	7389 US Route 5, Thetford, VT
CSA Evarts	Green Street, Waltham, VT
CSA Johnson	28 Bowers Road, Hartland, VT

O&M Contracts (Active and Contract Finance) (con't)

Site Name	Site Address
CSA Cameron	2742 US-5, Barnet, VT
CSA Gildrien	Delorm Road, Leicester, VT
CSA Magnan	5618 Duffy Hill Road, Fairfield, VT
CSA Miserocchi	1509 Middle Road, North Clarendon, VT
CSA Stevens	1870 Shard villa Road, Salisbury, VT
CSA Mason	980 Wooster Road, Whiting, VT 05778
CSA SATEC	169 South Main Street, St. Albans, VT 05478
CSA Red hook	44 MM Ham Memorial Fire House Lane, Red Hook, NY
Novus Rock Pit	2029 Rockingham Rd Rockingham, Vermont
Member CSA- GMP Colchester	163 Acorn Ln, Colchester, VT 05446
Member CSA- OCCF	23 White Oak Dr, Chester, NY 10981
Member CSA- Loveland	3847 Route 9G, Germantown, NY 12526
Member CSA- Lyric Theater	7 Green Tree Dr, South Burlington, VT
Member- CSA POP 1,2, & NM	234 Hurley Ave, Kingston, NY
Dousevicz Berlin Mall	430 Berlin Mall, Berlin, VT
Dousevicz Blair Park	422 Blair Park Road, Williston, VT
Dousevicz Meadows	20 Carmichael St., Essex Junction, VT
Dousevicz Mansfield	18 Carmichael St. Essex junction, VT
Poly.co	2300 St George Rd. Williston, VT
VT Livestock	76 Depot Road, Ferrisburgh, VT 05456
Allen Street Solar	16 Gallup Court, Swanton, VT 054488
Bridge Street Solar	<i>na</i>
Acre Solar	<i>na</i>
Bloom	<i>na</i>
GBR Fairbanks Road Solar	<i>na</i>
Orr Solar	<i>na</i>
<u>Contract Finance</u>	
Echo Center	<i>na</i>
Route 149	<i>na</i>
Shields Drive	<i>na</i>
Cross Pollination	<i>na</i>
South Forty	<i>na</i>
Chace Mill	<i>na</i>
Redstone Lofts	<i>na</i>
Novus Hardwick	<i>na</i>
Novus Rockingham	<i>na</i>
University 2	<i>na</i>
Blissville Rd	<i>na</i>
Park Road Solar, LLC	<i>na</i>
Upper Road	<i>na</i>
Whispering Pines	<i>na</i>
Nedde Bank	<i>na</i>
Breezy Hill	<i>na</i>
Case Street	<i>na</i>

O&M Contracts (Active and Contract Finance) (con't)

Site Name	Site Address
Newfrane	na
VPR	na
WSOC	na
Williston DPW	na
MNFC	na
Gervaise	na
Randolph	na
St. Albans	na
Hartland	na
Radio Kingston	na
CSA McNary	na
CSA Erb Jericho	na
CSA Meshna	na
CSA Blakely	na
CSA Guendel	na
CSA Quinn	na
GMP Middlebury	na
Cressett Brook- MS	na
CSA Saladino	na
CSA Siminger	na
CSA Tolle	na
CSA Lendway	na
CSA Marcott	na
CSA Connor	na
CSA Hodge	na
CSA Evarts	na
CSA Johnson	na
CSA Cameron	na
CSA Gildrien	na
CSA Magnan	na
CSA Miserocchi	na
CSA Stevens	na
CSA Mason	na
CSA SATEC	na
CSA Red hook	na
Member CSA- GMP Colchester	na
Member CSA- OCCF	na
Member CSA- Loveland	na
Member CSA- Lyric Theater	na
Member- CSA POP 1,2, & NM	na
Dousevicz Berlin Mall	na
Dousevicz Blair Park	na
Dousevicz Meadows	na
Dousevicz Mansfield	na
Poly.co	na

O&M Contracts (Active and Contract Finance) (con't)

Site Name	Site Address
VT Livestock	<i>na</i>
Peck Investment Properties Gallup Court	<i>na</i>
Allen Street Solar	<i>na</i>
Bridge Street Solar	<i>na</i>
Novus Rock Pit	<i>na</i>
CSA Parma Solar 1, LLC	<i>na</i>
CDG Huron Solar 1, LLC	<i>na</i>
CDG Sodus Solar 1, LLC	<i>na</i>
Conway 302 Solar, LLC	<i>na</i>
NESG Lasconia 1 Solar, LLC	<i>na</i>

Personal Property

1. Owned Solar Assets as follows:

Name	ID	GMP Acct # ID	Site	Sage ID	Job #
VPR (2015)	1	30154450305	365 Troy Ave, Colchester VT 05446	VPR-2	OM66
Breezy Hill (2016)	2	52723033412	900 Breezy Hill Rd., St. Johnsbury VT 05819	Town of St Johnsbury	OM70
WSOC (2016)	3	66463854829	103 South Main Street , Waterbury VT 05676	State of Vermont BGS	OM72
Newfane (2017)	5	47528115414	14 School Rd., Newfane VT 05345	Windham	OM75
Case Street (2018)	6	21030056689	VT State Colleges - Case St, Middlebury VT 05753	Vermont State College	OM71
Hartland (2014)	7	47106174668	314 Clay Hill Rd., Hartland VT 05048	Hartford Town	OM64
MNFC (2014)	8	54722317721	3830 Ethan Allen Highway, New Haven VT 05472	MIDD NAT	OM74
Gervaise (2014)	9	58555525219	1330 Twitchell Hill Road, New Haven VT 05472	Town of Middlebury	OM73
Bushey Property (CSA36)	10	-	489 Barry Rd, Fairfield, VT	Fairfield	-

Including the Sellers' rights and interests in and arising under the following documents:

Project Name	VPR, Troy Ave., Colchester
Debtor	Peck Electric Co. ("Peck")
Predecessor to Debtor	Encore Troy Avenue Solar, LLC. ("Encore Troy")
Assignment Docs	Solar Project Assignment and Assumption Agreement dated 11/21/2015 with Peck and Encore Troy

Project Location	365 Troy Avenue, Colchester VT
Land Owner	Vermont Public Radio
Lease Documents	Site Lease Agreement dated 8/19/2015 with Peck as successor to Encore Troy
Customer/Purchaser	Vermont Public Radio
Customer Agreement	Group Net Metering Agreement dated 8/19/2015 with Peck as successor to Encore Troy
Permits	Energizing Permit dated 12/12/2015.
Certificate of Public Good	CPG #NM-6358 9/11/2015 Notice of Transfer of CPG to Peck 12/11/2015
Inter Connection Agreement	Generation Interconnection Agreement (GMP Acct # 30154450305)

Project Name	Breezy Hill – Cole – St. Johnsbury
Debtor	Peck
Predecessor to Debtor	Solarflect Solar Futures, LLC. (“Solarflect”)
Assignment Docs	Solar Project Assignment and Assumption Agreement dated 10/24/2016 with Peck and Solarflect
Project Location	Breezy Hill Road, St. Johnsbury VT
Land Owner	Solarflect Properties V, LLC
Lease Documents	Solar System Site Lease Agreement dated 10/24/2016 with Peck Electric Company, Inc.
Customer/Purchaser	Town of St. Johnsbury
Customer Agreement	Group Net Metering Agreement dated 9/11/2015 with Peck as successor to Solarflect
Permits	Permission to Operate dated 1/11/2017
Certificate of Public Good	CPG #NM-6393 9/24/2015 Amendment to CPG #NM-6393 8/5/2016
Inter Connection Agreement	Generation Interconnection Agreement (GMP Acct # 52723033412)

Project Name	State of Vermont (WSOC)
Debtor	Peck
Predecessor to Debtor	Encore Redevelopment, LLC (“Encore”)
Assignment Docs	Solar Project Assignment and Assumption Agreement dated 11/21/2015 with Peck and Encore.
Project Location	103 South Main Street, Waterbury VT
Land Owner	State of Vermont (Dept of Buildings & General Services)
Lease Documents	Easement Deed for a portion of 103 South Main Street, Waterbury, Vermont, dated 12/22/2015, with Encore as Grantee and Peck as assignee/successor
Customer/Purchaser	State of Vermont
Customer Agreement	Group Net Metering Agreement dated 12/8/2015 with Peck as successor to Encore
Permits	Electric Permit 3/28/2016
Certificate of Public Good	CPG #NM-6824 10/21/2015
Inter Connection Agreement	Generation Interconnection Agreement (GMP Acct #66463854829)

Project Name	VT Tech Windham County Supervisory Union – Newfane
Debtor	Peck
Predecessor to Debtor	Encore
Assignment Docs	Solar Project Assignment and Assumption Agreement dated 12/5/2017 with Peck and Encore.
Project Location	14 School Street, Newfane VT
Land Owner	West River Modified Union Education District
Lease Documents	Lease Agreement dated 12/3/2019 with Peck
Customer/Purchaser	Jamaica Village School; Vermont State Colleges/Vermont Technical College; Leland & Gray Union Middle and High School; Wardsboro Elementary School; Windham Elementary School; Townshend Elementary School; The Brookline-Newfane Joint Contract Board
Customer Agreement	Solar Power and Services Agreement dated 7/25/2017 Solar Power and Services Agreement dated 12/21/2015

	Solar Power and Services Agreement dated 8/14/2017 Solar Power and Services Agreement dated 9/5/2017 Solar Power and Services Agreement dated 8/7/2017 Solar Power and Services Agreement dated 8/14/2017 Solar Power and Services Agreement dated 8/6/2015 as amended on 6/30/2017
Certificate of Public Good	CPG #16-00063-NMP 7/10/2017
Inter Connection Agreement	Generation Interconnection Agreement (GMP Acct #47528115414)

Project Name	VT State College – Case Street
Debtor	Peck
Predecessor to Debtor	Encore
Assignment Docs	Solar Project Assignment and Assumption Agreement dated 12/12/2017 with Peck and Encore.
Project Location	3614 Case Street, Middlebury VT
Land Owner	Ronald Fenn and Susan Fenn
Lease Documents	Lease Agreement dated 5/30/2018 with Peck
Customer/Purchaser	Vermont State Colleges
Customer Agreement	Solar Power & Services Agreement dated 11/11/2015 with Peck as successor to SunEdison Origination 1, LLC
Certificate of Public Good	CPG #16-0065-NMP 11/8/2017
Inter Connection Agreement	Generation Interconnection Agreement dated 12/5/17 with Peck as successor to Encore (GMP Acct#210300056689)

Project Name	Town of Hartford – Dunne – Clay Hill Road - Hartland
Debtor	Peck
Predecessor to Debtor	Encore Hartford Solar I, LLC (“Encore Hartford”)
Assignment Docs	Solar Project Assignment and Assumption Agreement dated 3/18/2015 with Peck and Encore Hartford.
Project Location	314 Clay Hill Road, Hartland VT
Land Owner	Matt Dunne and Sarah Taylor

Lease Documents	Lease Agreement dated 10/15/2014 with Peck as successor to Encore Hartford
Customer/Purchaser	Town of Hartford
Customer Agreement	Group Net Metering Agreement dated 11/3/2014 with Peck as successor to Encore Hartford
Certificate of Public Good	CPG #NM-5073 10/15/2014 Notice of Transfer of CPG 6/15/15
Inter Connection Agreement	Generation Interconnection Agreement (GMP Acct #47106174668)

Project Name	Middlebury Natural Foods - MNFC
Debtor	Peck
Predecessor to Debtor	Encore Middlebury Natural Foods Solar, LLC. ("Encore MNFS")
Assignment Docs	Solar Project Assignment and Assumption Agreement dated 5/17/2014 with Peck and Encore MNFS.
Project Location	3830 Ethan Allen Highway, New Haven VT
Land Owner	John H. and Carmen L. Palmer DBA Misty Knoll Farm
Lease Documents	Lease Agreement dated 3/26/2014 with Peck as successor to Encore MNFS
Customer/Purchaser	Middlebury Natural Foods
Customer Agreement	Net Metering Agreement dated 4/11/2014 with Peck as successor to Encore MNFS
Certificate of Public Good	CPG #NM-3587 3/20/2014
Inter Connection Agreement	Generation Interconnection Agreement (GMP Acct #54722317721)

Project Name	Town of Middlebury (Twitchell Hill Road) - Gervaise
Debtor	Peck
Predecessor to Debtor	Encore Middlebury Solar I, LLC. ("Encore MS")
Assignment Docs	Solar Project Assignment and Assumption Agreement dated 10/2014 with Peck and Encore MS. Solar Project Assignment and Assumption Agreement dated 3/25/2015 with Peck and Encore Middlebury.

	Solar Project Assignment and Assumption Agreement dated 12/4/2017 with Peck and Encore Redevelopment LLC.
Project Location	1330 Twitchell Hill Road/498 Field Days Road
Land Owner	Edward and Shirley Gervais Family Trust dated 10/24/2017 (Edward Gervais, Trustee) as successor to Edward and Shirley Gervais
Lease Documents	Site Lease Agreement dated 8/22/2014 with Peck as successor to Encore MS Amendment to Site Lease Agreement dated 4/25/2015 with Peck as successor to Encore MS
Customer/Purchaser	Town of Middlebury
Customer Agreement	Net Metering Agreement dated 8/19/2014 with Peck Electric Co. as successor to Encore MS
Certificate of Public Good	CPG #NM-5056 11/26/2014
Inter Connection Agreement	Generation Interconnection Agreement (GMP Acct #58555525219)

Project Name	CSA36 // Bushey Property
Debtor	Sun CSA 36, LLC ("CSA 36")
Project Location	489 Barry Road, Fairfield, Vermont
Land Owner	Harvey E. Bushey and Mary A. Bushey
Lease Documents	Permanent Easement dated 11/3/2014 with CSA 36 as successor to SollarCommunities, Inc
Customer/Purchaser	See Below
Customer Agreement	CSA Membership Agreement/Residential Agreement with the customers identified below
Certificate of Public Good	CPG #NM-5162 10/30/2014
Inter Connection Agreement	Generation Interconnection Agreement (GMP Acct #6144200)

Sun CSA 36 LLC Customers

Household	Participation level	Start Date
Jason Wyman Household	3.00%	3/15/2024
Mark Osborne Household	4.00%	5/15/2023
Ben Owens Household	4.00%	9/15/2022

Rene Morrisette Household	3.00%	9/15/2022
Marc Christie Household	1.00%	9/15/2022
Pete Gold Household	2.00%	1/15/2022
Daniel Hament Household	2.00%	7/15/2021
Jerry Dukas Household	4.00%	5/10/2021
Karl Meisterling Household	4.00%	9/15/2019
Marnie MacKenzie Household	1.00%	6/15/2019
Amy DiPalma Household	3.00%	6/15/2019
Joanne Crawford Household	4.00%	12/15/2018
Chris Redder Household	3.00%	11/15/2018
Deborah Shelby Household	2.00%	10/15/2017
Anne Quinn Household	2.00%	9/15/2017
Clarence Ogilvie Household	7.00%	3/15/2017
Mike Williamson Household	3.00%	6/2/2015
Harvey Bushey Household	2.00%	6/2/2015
Kenneth Lawrence Household	2.00%	6/2/2015
Paula Cutting Household	2.00%	6/2/2015
Jed Emerson Household	2.00%	6/2/2015
Allison Bannister Household	5.00%	6/2/2015
Peter Czaja Household	2.00%	6/2/2015
Elizabeth Monley Household	3.00%	6/2/2015
Patrick & Diane Fitzgerald Household	5.00%	6/2/2015
Craig Reeves Household	2.00%	6/2/2015
Gillian Trevithick Household	2.00%	6/2/2015
Thomas Talbot Household	3.00%	6/2/2015
Arnold Benjamin Household	2.00%	6/2/2015
William Mercier Household	4.00%	6/2/2015
Bethany Creaser Household	2.00%	6/2/2015
Jeffrey Hullstrung Household	4.00%	6/2/2015
Abbi Jaffe Household	2.00%	6/2/2015
Russ Weis Household	3.00%	6/2/2015

Sellers' owned Electric Vehicle charging stations located at

- 5 at Dorset Street, South Burlington VT (along with that certain Charging Station License Agreement, between Solar Communities Inc DBA SunCommon and Larkin Family Partnership, dated May 6, 2021)
- 1 at 89 Mad River Green, Waitsfield, VT 05673

Sellers' 5 solar carports located at 400 Avenue D, Williston, VT

2. All furniture, fixture and equipment associated with the iSUN and Liberty Electric divisions of the Business, including the following:

Asset A/C# Description	Date Acq	Description
LEASEHOLD IMPROVEMENTS	05/17/2018	Middlebury Fence - New Storage Area
LEASEHOLD IMPROVEMENTS	04/01/2021	Office Fit-Up
LEASEHOLD IMPROVEMENTS	12/01/2022	Office Fitup - Common Area
LEASEHOLD IMPROVEMENTS	12/01/2022	Office Fitup - Carport
Grand totals: 1 (4 assets)		
INTANGIBLES	01/29/2021	iSun Acquisition Costs
INTANGIBLES	07/01/2021	Oakwood Construction IP
INTANGIBLES	10/31/2021	Liberty Goodwill
Grand totals: 10 (3 assets)		
IT Equipment	05/01/2023	Resilient (Liberty) IT Equipment
IT Equipment	08/01/2023	IT Equipment - 8 Laptop's Dell 15.6 Latitude 5x 5540 + 3x 3540
IT Equipment	10/01/2023	Liberty Electric - Laptop
IT Equipment	10/01/2023	Liberty Electric - Laptop
IT Equipment	11/01/2023	Liberty Electric - Laptop
Grand totals: 11 (5 assets)		
OFFICE FURN & EQUIP	12/08/2014	Sage Accounting Upgrade
OFFICE FURN & EQUIP	04/04/2017	Dell Server Upgrade
OFFICE FURN & EQUIP	02/28/2021	New Office IT infrastructure
OFFICE FURN & EQUIP	04/01/2021	Gym Equipment
OFFICE FURN & EQUIP	04/01/2021	Office Equipment
OFFICE FURN & EQUIP	07/18/2021	Computers
OFFICE FURN & EQUIP	08/03/2021	Software
OFFICE FURN & EQUIP	08/13/2021	Software
OFFICE FURN & EQUIP	11/05/2021	Computer Equipment
OFFICE FURN & EQUIP	12/01/2022	Dell Latitude Laptop 5520 Laptop 15.6in
OFFICE FURN & EQUIP	12/01/2022	Microsoft Surface pro 8 - 13"
OFFICE FURN & EQUIP	12/01/2022	Dell Latitude Laptop 5520 + 24" Monitor + Dell WD19S Docking Station
OFFICE FURN & EQUIP	12/01/2022	Sales Force Software
OFFICE FURN & EQUIP	10/01/2023	Liberty Electric - Furniture & Fixtures
Grand totals: 4 (14 assets)		
SOFTWARE	04/01/2023	Sales Force
Grand totals: 5 (1 asset)		
SOLAR	08/31/2014	2014 MFNC Solar Array
SOLAR	12/31/2014	2014 Gervais Solar Array
SOLAR	04/30/2015	2015 Dunne Solar Array
SOLAR	12/31/2015	2015 VPR Solar Array
SOLAR	05/31/2016	2016 Waterbury State Office Solar
SOLAR	12/31/2016	2016 Cole Solar Array St. J
SOLAR	12/15/2017	2017 Newfane School District
SOLAR	06/01/2018	Building Solar Array
SOLAR	06/01/2018	MNFC Solar Farm
SOLAR	06/01/2018	Gervais Solar Farm
SOLAR	06/01/2018	Dunne Solar Array
SOLAR	06/01/2018	VPR Solar Array
SOLAR	06/01/2018	Waterbury State Office Solar
SOLAR	06/01/2018	Williston DPW Solar Array
SOLAR	06/01/2018	Cole Solar Array St. J
SOLAR	06/01/2018	Newfane School District
SOLAR	06/15/2018	Middlebury Case St Solar Array
Grand totals: 6 (17 assets)		

Asset A/C# Description	Date Acq	Description
EQUIPMENT	08/26/2008	3 Lifts (Direct Capital
EQUIPMENT	02/03/2012	Various Machinery & Equipment
EQUIPMENT	04/17/2012	Extension Ladders
EQUIPMENT	07/18/2012	Solar Tools
EQUIPMENT	11/07/2012	Solar Tools
EQUIPMENT	07/29/2013	Trailer to Haul Panels
EQUIPMENT	08/20/2013	L2050 Kubota Tractor
EQUIPMENT	10/23/2013	Solar Tools
EQUIPMENT	07/02/2014	hipot tester
EQUIPMENT	07/22/2014	Schletter, Inc - Gayle
EQUIPMENT	08/25/2014	Schletter Inc Solar Mounting System
EQUIPMENT	11/30/2014	Solar Ladder
EQUIPMENT	03/09/2015	Solar Greenlee Tugger
EQUIPMENT	05/27/2015	Kee Anchor Counter Weight
EQUIPMENT	08/26/2015	PVA-1000S Solar Array Testing Kit
EQUIPMENT	09/22/2015	Gayk Ram HRE 4000
EQUIPMENT	05/04/2017	[LKA000010] 2017 Sure-Trac Tilt Bed
EQUIPMENT	01/01/2018	John Deere 2038R Compact Utility Tractor
EQUIPMENT	03/07/2018	Brushless Drill/Impact Kit
EQUIPMENT	03/21/2018	2 F1000-TIP-KITs from Graybar
EQUIPMENT	04/10/2018	Post Driver Tracks
EQUIPMENT	05/05/2018	6 Bay Charger & Impact Kit
EQUIPMENT	05/09/2018	Checkers Industrial Safety (Graybar)
EQUIPMENT	05/16/2018	Magnetic Drill
EQUIPMENT	07/06/2018	Solar Tools
EQUIPMENT	08/21/2018	High capacity 1/2" to 4" Kit
EQUIPMENT	09/26/2018	WEIGHTANKA non-penetrating mobile deadweight anchor system
EQUIPMENT	10/11/2018	Starter kit & Impact Ring
EQUIPMENT	10/11/2018	Misc tools
EQUIPMENT	10/11/2018	2 Gate Foot Pins
EQUIPMENT	11/29/2018	Electric Scissor Lift
EQUIPMENT	01/25/2019	Skyjack Scissor Lift
EQUIPMENT	01/30/2019	Dell Computer
EQUIPMENT	02/07/2019	Hammer KF9
EQUIPMENT	02/20/2019	IMR - GRT Machinery
EQUIPMENT	06/26/2019	IMR Equipment
EQUIPMENT	09/18/2019	NEW TRAILER PURCHASED BY KIP
EQUIPMENT	04/01/2021	Solar Tools
EQUIPMENT	10/31/2021	Liberty Equipment
EQUIPMENT	12/01/2021	GRT Post Driver - KF9 Hammer
EQUIPMENT	07/01/2023	2 Rotary Drills + bits
EQUIPMENT	07/15/2023	Mamava
EQUIPMENT	10/01/2023	Liberty Electric - Equipment
Grand totals: 2 (43 assets)		
Debt Issue Costs	07/30/2019	NBT Refinancing Fees
Grand totals: 8 (1 asset)		
Grand totals for all assets: (149 assets)		

3. All inventory and equipment owned by Sellers associated with (i) the projects and Contracts identified under the heading “Industrial and Commercial Contracted Backlog” and “O&M Contracts (Active and Contract Finance)” and (ii) the SunCommon division of the Business, including the following:

Item	Description
AE3TL16-6	16KW-500V 3PH string inverter, AFCI, US
AE3TL20-6	20KW-500V 3PH string inverter, AFCI, US
APA - 488 Truss Kit	APA - Truss Kit - 2 foundations per Truss Front post, rear post, cross brace tube, Cee Channel and truss kit bags.
APSmart Rapid Shutdown - RSD-S-PLC	APsmart Rapid Shut Down PLC 1000V UL/TUV, 0.25m input/1.2m output cable, MC4 original, Mounting brackets To be used with Fronius Symo Advanced, Yaskawa/Solectria and other Certified compatible SunSpec protocol inverters.
CANADIAN SOLAR 395 Bifacial	CANADIAN SOLAR 395 Bifacial
ConnectDER - 20a	ConnectDER 20A
ConnectDER - 30a	ConnectDER 30A
ConnectDER - 40a	ConnectDER 40A
ConnectDER - 50a	ConnectDER 50A
ConnectDER - 60a	ConnectDER 60A
ConnectDER - 70a	ConnectDER 70A
Enphase - Cell Modem	ENP MOBILE CONNECT LTE 5 YR PLAN
Enphase - IQ Envoy (ENV2-IQ-AM1-240)	Enphase X2 IQ Envoy, single phase, metered. Complies with IEEE 1547:2018 (UL 1741-SB, 3rd Ed.)
Enphase - Microinverter - IQ7 Plus	Enphase IQ 7+ microinverter, 295VA peak power, MC4 DC connectors. Generally matches to 235 - 440W modules.
Enphase - Microinverter - IQ7A	Enphase IQ 7+ microinverter, 295VA peak power, MC4 DC connectors. Generally matches to 235 - 440W modules.
Enphase - Microinverter - IQ8 Plus	Enphase IQ 8+ microinverter 300VA 240V 60/72C MICRO
Enphase - Microinverter - IQ8A	Enphase IQ 8A microinverter. 366VA 240V 60/72C MICRO
Enphase - Microinverter - IQ8M	Enphase IQ 8M microinverter 330VA 240 / 211 – 264V 54-cell / 108 half-cell, 60-cell / 120 half-cell, 66-cell / 132 half-cell and 72-cell / 144 half-cell
Enphase - X2 IQ Envoy W/ Combiner 4 and CT (UL1741SB)	UL1741SB certified Enphase IQ Envoy Combiner 4, single phase, metered. (Use with IQ8s)
EV Charger - Charge Point Home Flex 25' - 32a	ChargePoint Home Flex Electric Vehicle (EV) Charger upto 50 Amp, 240V, Level 2 WiFi Enabled EVSE, UL Listed, Energy Star, NEMA 6-50 Plug or Hardwired, Indoor/Outdoor, 23-Foot Cable

SunCommon Operating Inventory (con't)

Item	Description
EV Charger - Clipper Creek HCS- 40 - 32a	Sold with 25ft Cable CLIPPERCREEK 0918-00-003
EV Charger - Span Drive	Span Drive EV charger: input/output: 208-240v, 48a, 50/60hz 1/0. Type 3R enclosure. indoor outdoor use. operating temp -22F to 122F.
EV Charger - Tesla 18' cable	Model S/X/3 Wall Connector..18' Cable
Froni Rapid Shutdown - Duo	NEW FRONIUS RSD - works with all snapinverters except symo 15 208. Only works up to 600V, single...
Froni Rapid Shutdown - Single	
Galvo 3.1-1	Fronius Galvo 3.1-1 Inverter. Includes: DATAMAN 2.0 and latest firmware update
Ground Screw - Canopy	Bayo-SGround screw with set screws for Ironridge ground mount or Canopy. Screw Hex 160 M16 76x2050
Ground Screw - Standard Ground Mount	Ground screw 76x2000x3.75mm - 138 per pallet Model 3 (3" x 79")
Ironridge - XR-100- 168B - Black	IRONRIDGE XR-100-168B 168" (14F'I)
LG Neon 315 N1C- G4	LG 315W Mono N-Type 60 cell solar module. 40mm frame thickness
LG Neon2 320 Black	LG 320W Mono N-Type 60 cell All Black solar module. 40mm frame thickness. LG320N1K-A5
LG Neon2 330	LG 330W Mono N-Type 60 cell solar module. 40mm frame thickness
LG Neon2 345	LG 345W Mono N-Type 60 cell solar module. 40mm frame thickness
LG Neon2 350	LG 350W Mono N-Type 60 cell solar module. 40mm frame thickness
LG Neon2 370	LG-370N1C-A6 Mono N-Type 60 cell solar module. 40mm frame thickness
LG Neon2 380	LG-380N1C-A6 Mono N-Type 60 cell solar module. 40mm frame thickness
LG Neon2 400 Bifacial	LG 400W Mono N-Type 72 cell solar module. Bifacial, Silver Frame, 40mm frame thickness
LG Neon2 405 Bifacial	LG 405W Mono N-Type 72 cell solar module. Bifacial, Silver Frame, 40mm frame thickness - LG-405N2T-L5
LG NeonH 435 Bifacial	LG 435W Mono N-Type 72 cell solar module. Bifacial, Silver Frame, 40mm frame thickness - LG435N2T-E6
LG NeonH 440 Bifacial	LG 440W Mono N-Type 72 cell solar module. Bifacial, Silver Frame, 40mm frame thickness - LG440N2T-E6
LG NeonH 455 72 (144) - Cell	LG 455W Mono N-Type 72 cell solar module. White Back Sheet, Silver Frame, 40mm frame thickness - LG455N2W-E6
LG NeonR 375	LG 375W Mono 60 cell solar module. 40mm frame thickness
LG NeonR 380 BLK	LG 380W Mono N-Type 60 cell solar module. 40mm frame thickness black backsheet
LG NeonR 395	LG 395W Mono 60 cell solar module. 40mm frame thickness
LG NeonR 425 BLK	LG 425W Mono 66 cell solar module. 40mm frame thickness

SunCommon Operating Inventory (con't)

Item	Description
LG NeonR 435	LG 435W Mono 66 cell solar module. 40mm frame thickness
LG265	LG265 legacy modules
LG280	LG280 legacy modules
Longi LR4-360	Longi Black on White Solar Module, black 35mm frame - 320W LR4-60HPH 360. 1.2m cables with MC4 or MC4-EVO2 connectors.
Longi LR6-320	Longi Black on White Solar Module, black 35mm frame - 320W LR6-60HPH 320. 1.2m cables with MC4 or MC4-EVO2 connectors.
MCI/RSD for PW PLUS & PVI	Tesla MCI/RSD 650V 12A 1879359-00-B
Q PEAK 400 DUO BLK ML-G10+	400 W, 132 half-cut cell monocrystalline module, black backsheet, 1000V or 1500V max system 48.5 lbs/mod
Q PEAK 405 DUO BLK ML-G10+	405 W, 132 half-cut cell monocrystalline module, black backsheet, 1000V or 1500V max system 48.5 lbs/mod
Q PEAK 410 DUO ML-G10+	410W, 132 monocrystalline Q.ANTUM solar half cells, White backsheet, 1,000V max system. 48.5 lbs/mod. 32 per pallet
Q PEAK 430 DUO L G6.2	430 Watt, Q PEAK 430 DUO L-G6.2 - 72 cell
Q PEAK 475 DUO XL G10.2	475 Watt, Q PEAK 475 DUO XL-G10.2 2216 mm × 1045 mm × 35 mm white backsheet, 1000V or 1500V max system
Q PEAK 475 DUO XL G10.3 BFG	475 Watt, Q PEAK 475 DUO XL-G10.3 BFG 6 × 26 monocrystalline Q.ANTUM solar half cells Bifacial
Q PEAK 485 DUO XL G10.3 BFG	485 Watt, Q PEAK 485 DUO XL-G10.3 2216 mm × 1045 mm × 35 mm bifacial, 1000V or 1500V max system 64.2 lbs/mod 29 per pallet
Q Peak Duo 340 - G6+ BLK - Tesla	Tesla Solar provided Q Cell Q. Peak 340 G6+ Black modules
Q PEAK DUO L G5 - 385	385 Watt, Q.Peak Duo L G5 module - 72 cell
Q PEAK DUO L G5 - 395	395 Watt, Q.Peak Duo L G5 module - 72 cell
Q PEAK DUO XL G10 BFG 480W	480 Watt, Q PEAK 480 DUO XL-G10 BFG 6 × 26 monocrystalline Q.ANTUM solar half cells Bifacial 64.2 lbs/mod
Q TRON 425 BLK M-G2+	425 W, 108 Cell - 6 × 18 Monocrystalline Q.ANTUM NEO solar half cells. Black anodised aluminium Frame 46.7 lbs/mod 36 per pallet
Q.PLUS L-G4.2 345	Q.plus L G4.2 345W module
REC350TP2S 72	350W REC Polycrystalline Module 72 cell, (2005 mm×1001 mm×30 mm)
REC375TP2S 72	375W REC Monocrystalline Module 72 cell, (2005 mm×1001 mm×30 mm)
REC385TP2SM 72	385W REC Monocrystalline Module 72 cell, (2005 mm×1001 mm×30 mm)
REC440 Alpha 72	440W REC Alpha Series - Monocrystalline Module 72 cell HJT
SE P1101	Solaredge P1101 optimizer for two, 72-cel modules. MC4 compatible - for use with 3P inverters.
SE-CELL-B-R0 5-S-S2	Zigbee Wireless Module with External Antenna- Master(coordinator) and Slave for SetApp Inverter's

SunCommon Operating Inventory (con't)

Item	Description
SE-P300	Optimizer 300W/48V, Input-MC4-Compatible;
SE-P320	SolarEdge Power Optimizer. P320.
SE-P340	SOLAREEDGE P340, 340 WATT SE OPTIMIZER
SE-P370	SOLAREEDGE P370, 370 WATT SE OPTIMIZER
SE-P400 OPT	SOLAREEDGE P400-2NM4ARM 400 WATT SE OPTIMIZER
SE-P401	SOLAREEDGE P401 SE OPTIMIZER
SE-P485	SolarEdge Power Optimizer. P485
SE-P505	SolarEdge Power Optimizer. P505
SE-P700	Solaredge P700 optimizer for two, 72-cel modules. MC4 compatible - for use with 3P inverters.
SE-P730	Solaredge P730 optimizer for two, 72-cel modules. MC4 compatible - for use with 3P inverters.
SE-P800s	Solaredge P800 optimizer for two, 72-cel modules. MC4 compatible - for use with 3P inverters.
SE-P860	Solaredge P860 optimizer for two, 72-cel modules. MC4 compatible - for use with 3P inverters.
SE-P960	Solaredge P960 optimizer for two, 72-cel modules. MC4 compatible - for use with 3P inverters.
SE-ZBGW-B-S1-NA	Zigbee Wireless Module with External Antenna- Leader and Follower for SetApp Inverter's
SE-ZBSLV-B-S1-NA	Zigbee Wireless Module with External Antenna- Follower unit Only for SetApp Inverter's
SE1000-ZBGW-K5-NA (Legacy - Service use only)	Zigbee Wireless Module with External Antenna- Master(coordinator) and Slave
SE11400 H-US	SOLAREEDGE SE11400SV 11.4 KW SINGLE PHASE INVERTER
SE3000 H-US	SOLAREEDGE SE3000 HUS SINGLE PHASE INVERTER w/AC RSD
SE3800 H-US	SOLAREEDGE SE3800 HUS SINGLE PHASE INVERTER w/AC RSD
SE5000 H-US	SOLAREEDGE SE5000 HUS SINGLE PHASE INVERTER w/AC RSD
SE6000 H-US	SOLAREEDGE SE6000 HUS SINGLE PHASE INVERTER w/AC RSD
SE7600 H-US	SOLAREEDGE SE7600H-US..SINGLE PHASE INVERTER
SMA - Cell Modem	CELLULAR LTE MODEM 5YR PLAN
SMA - Wifi Extender	WIFI EXTENSION KIT X.0-40 & -22
SMA SB 3.0	Sunny Boy 3.0-US w/integrated DC Disconnect, LCD, Grey Lid, AFCI, 208 & 240VAC; SunSpec Compliant.
SMA SB 5.0	Sunny Boy 5.0-US w/integrated DC Disconnect, LCD, Grey Lid, AFCI, 208 & 240VAC; SunSpec Compliant.
SMA SB 6.0	Sunny Boy 6.0-US w/integrated DC Disconnect, LCD, Grey Lid, AFCI, 208 & 240VAC; SunSpec Compliant.
SMA SB 7.0	Sunny Boy 7.0-US w/integrated DC Disconnect, LCD, Grey Lid, AFCI, 208 & 240VAC; SunSpec Compliant
SMA SB 7.7	Sunny Boy 7.7-US w/integrated DC Disconnect, LCD, Grey Lid, AFCI, 208 & 240VAC; SunSpec Compliant.
SnapNRack - UR40 Rail - 172 Mill	SNAPNRACK, UR-40 RAIL, 172IN, Mill

SunCommon Operating Inventory (con't)

Item	Description
SnapNRack - UR40 Rail - 172" - Black	SNAPNRACK, UR-40 RAIL, 172IN, BLACK
SOLIS - Cell Stick - 4 Pin	SOLIS PLUG IN Cell COM STICK - 4 PIN STYLE
SOLIS - Wifi Stick - 4 Pin	SOLIS PLUG IN WIFI COM STICK - 4 PIN STYLE
SOLIS 10K-4G	SOLAR INVTR 10KW SNGL PH 4 MPPT WITH TIGO RSD TRANSMITTER
SOLIS 3.6K-4G	SOLAR INVTR 3.6K SNGL PH DUAL MP WITH TIGO RSD TRANSMITTER
SPAN - 225A - SmartMSP	SPAN Smart MSP Integrated grid disconnect relay Revenue accurate energy monitoring 100 - 200A main breaker 225A bussing
SPR-320WHT	320 Watt, SPR-E19-320- C2C AR-S5 M5 B1 YUK
SPR-327	residential 360watt sunpower module. White back sheet. Black frame
Sunpreme GxB 370W Bifacial	Sunpreme Maxima GxB 370W Bifacial Module - Frameless
Sunpreme GxB 380W Bifacial	Sunpreme Maxima GxB 380W Bifacial Module - Frameless
Tesla - Battery Backup Gateway 2	Sold with Tesla Powerwall 2.
Tesla 7.6kw Solar Inverter	Tesla Solar Inverter 7.6Kw Single Phase To be used with RSD
Tesla Powerwall 2	Tesla Powerwall 2.
Tesla Powerwall 3	Tesla Powerwall 3 w/ integrated inverter
Tesla T400H	400 W, 132 half-cut cell monocrystalline module, black backsheet, 1000V or 1500V max system
Timberframe 3.0 - Mini Unit incl. Q-Cell Rafters	Douglas fir wooden components of an entire mini single frame solar canopy. Inventory item for ordering and tracking. 2022 - Q.peak 475 Version
Timberframe 3.0 - Single Unit incl. Q-Cell Rafters	Douglas fir wooden components of an entire single frame solar canopy. Inventory item for ordering and tracking. 2022 - Q.peak 475 Version
Trina TSM 380 72 Cell	TSM-380DE14A(II) PERC MONO - Mono TALL MAX PLUS 380 72 cell solar module, Silver Frame, 40mm frame thickness

4. All furniture, fixtures and equipment associated with the SunCommon division of the Business, including the following:

Asset A/C# Description	Date Acq	Description
Furniture and Fixtures	01/12/2012	Office furniture
Furniture and Fixtures	01/24/2012	Chairs for the office
Furniture and Fixtures	07/01/2012	Duane- picnic table and bench
Furniture and Fixtures	09/07/2012	Office Desks
Furniture and Fixtures	05/07/2015	Outdoor furniture
Furniture and Fixtures	04/15/2016	Office Furniture
Furniture and Fixtures	05/16/2016	Deposits on tables for Waterbury building
Furniture and Fixtures	05/16/2016	Kitt Clark - Kitchen Tables
Furniture and Fixtures	05/31/2016	Wood&Wood - Building Signs
Furniture and Fixtures	09/27/2016	FireProTec - Fire Exit Signs
Furniture and Fixtures	12/01/2016	Red Thread - Furniture
Furniture and Fixtures	02/01/2017	Hard casters on chairs
Furniture and Fixtures	06/08/2017	Picnic tables for staff
Furniture and Fixtures	10/26/2017	(2) Samsung 40" LED TV's w/mount
Furniture and Fixtures	05/16/2018	Additional chairs & stools
Furniture and Fixtures	03/28/2019	Desk reinforcement
Furniture and Fixtures	06/14/2022	Road Sign for New York Office
Grand totals: 15200 (17 assets)		
Leasehold Improvements	03/06/2012	Office Flooring
Leasehold Improvements	03/23/2012	Office Fit-up (Gristmill Builders)
Leasehold Improvements	01/27/2013	Crestone Accoustical Soultions
Leasehold Improvements	09/23/2013	Crestone Accoustical Soultions
Leasehold Improvements	05/16/2016	Marclay Architects - building design
Leasehold Improvements	05/19/2016	Cushman - Interior Design
Leasehold Improvements	07/27/2016	Gotham City - Interior decorating/design
Leasehold Improvements	09/27/2016	Gordons - Interior decorating for building
Leasehold Improvements	10/10/2016	Malone Prop - curbing on office building
Leasehold Improvements	12/09/2021	Color Craft Painting, Inc
Leasehold Improvements	01/11/2022	Replace Security System with Updated Materials
Leasehold Improvements	01/24/2022	Galaxy Solstice Cherry Laminate Flooring & Installation
Leasehold Improvements	05/04/2022	Warehouse Kitchen build-out
Leasehold Improvements	07/01/2022	Deposit for Kingston Office Work
Leasehold Improvements	07/14/2022	Pave Apron at 442 US Rt 2, Waterbuty
Leasehold Improvements	09/23/2022	Canopy at 442 US Route 2, Waterbury
Grand totals: 15300 (16 assets)		
Capitalized Software Costs	07/25/2018	Ji Exactime software updated
Capitalized Software Costs	12/31/2018	Boomi License fees related to Netsuite
Capitalized Software Costs	01/01/2019	NetSuite consulting setup costs for week Ending 12/21
Capitalized Software Costs	01/01/2019	NetSuite consulting setup costs for week Ending 12/28
Capitalized Software Costs	01/01/2019	Capitalized Netsuite Software Costs
Capitalized Software Costs	01/04/2019	Netsuite consulting setup costs for week Ending 01/04/19
Capitalized Software Costs	01/11/2019	Netsuite consulting setup costs for week Ending 1/11/19
Capitalized Software Costs	01/18/2019	Netsuite consulting setup costs for week Ending 1/18/19
Capitalized Software Costs	01/20/2019	Netsuite
Capitalized Software Costs	04/08/2019	\$19,875 already paid on this PO in 2018 (quickbooks) - please pay just the remainder as per invoice
Capitalized Software Costs	05/27/2019	Quarterly Planning & Budgeting cloud service software
Capitalized Software Costs	05/29/2019	Activation for Planning & Budgeting tool
Capitalized Software Costs	08/22/2019	Quarterly Planning & Budgeting cloud service software
Capitalized Software Costs	11/19/2019	Quarterly Planning & Budgeting cloud service software
Grand totals: 15450 (14 assets)		

SunCommon FF&E (con't)

Asset A/C# Description	Date Acq	Description
Trailers	04/16/2012	Trailers
Trailers	07/16/2014	New trailer: VIN: 542BC2+3XFB008932
Trailers	07/16/2014	New Trailer: VIN 542BC1621FB008933
Trailers	04/03/2015	2014 Bravo Star ST716TA2: For roof installations
Trailers	04/03/2015	2014 Bravo Star ST716TA2
Trailers	04/03/2015	2014 Bravo Star ST716TA2
Trailers	04/30/2015	2014 Bravo Star ST716TA2
Trailers	03/31/2017	WH trailer delivery truck- 1GCOKUEG8HZ193240
Trailers	03/31/2017	WH trailer delivery truck - 1GCOKUEG5HZ195785
Trailers	04/10/2017	Flatbed trailer ASC885
Trailers	04/19/2017	Flatbed trailer ASC890
Trailers	09/05/2017	Trailer Wrap x2
Trailers	11/01/2017	2014 Bravo Star ST716TA2
Trailers	11/01/2017	2014 Bravo Star ST716TA2
Trailers	05/18/2018	Trailer Heavy 2015
Trailers	11/30/2018	Suncommon Trailer
Trailers	02/05/2019	Ladder rack and towing tools for christians Truck
Trailers	05/20/2019	Trailer purchase
Trailers	07/30/2019	Purchased trailer 2019 Felling FT-14-IT-1 VIN#%FTBE2724K2002098
Trailers	09/30/2020	Trailer for RBK Drill Team (Kubota, Skid Steer)
Trailers	04/06/2021	Trailer for Drill Team VT - VIN 50PAT222XML001590
Trailers	05/18/2022	2022 Belmont Equipment Trailer 50PAT222XNL004717
Trailers	07/10/2022	Trailer Wrap
Trailers	07/11/2022	Trailer Wrap
Trailers	07/26/2022	Trailer Wrap
Trailers	07/26/2022	Trailer Wrap
Trailers	09/01/2022	#25, delivered Sept. '22
Trailers	09/14/2022	#26, delivered Sept. '22
Trailers	09/28/2022	Trailer 27
Trailers	11/09/2022	Trailers - Perfection Auto Parts
Trailers	05/19/2023	Wrap Trailer #2
Trailers	05/26/2023	Wrap 16' Trailer
Trailers	07/27/2023	Wrap 16' Trailer
Trailers	09/14/2023	Bravo Star Contrator Trailer (Perfection) VIN 999999990001
Trailers	09/14/2023	Bravo Star Contrator Trailer (Perfection) SN-542BC1625RB044290
Trailers	09/14/2023	Bravo Star Contrator Trailer (Perfection) VIN999999990001
Trailers	09/15/2023	Bravo Star Contrator Trailer (Perfection)
Trailers	09/15/2023	Bravo Star Contrator Trailer (Perfection)
Trailers	09/15/2023	Bravo Star Contrator Trailer (Perfection)
Trailers	09/15/2023	Bravo Star Contrator Trailer (Perfection)
Trailers	09/15/2023	Bravo Star Contrator Trailer (Perfection)
Trailers	09/15/2023	Bravo Star Contrator Trailer (Perfection)
Trailers	09/21/2023	Bravo Star Contrator Trailer (Perfection)
Grand totals: 15500 (42 assets)		

SunCommon FF&E (con't)

Asset A/C# Description	Date Acq	Description
Vehicles	06/09/2022	Wrap for Chevy Colorado
Vehicles	08/01/2023	Cap for 2019 Chevy Colorado VIN7242
Vehicles	08/18/2023	Advantage Outfitters Llc - Shelving Unit for Skylar's ESS Van
Grand totals: 15800 (101 assets)		
Loan Costs	05/29/2015	VEDA Loan Costs
Loan Costs	05/29/2015	VCLF Loan Costs
Grand totals: 17050 (2 assets)		
Investment in PoP Net Metering	11/12/2020	Point of Praise Net Metering Modules
Grand totals: 17060 (1 asset)		
Investment in Taste Place EV Charger	09/23/2020	EV Taste Place Charging Station
Grand totals: 17070 (1 asset)		
Intangibles	01/01/2022	Intangibles - Backlog of Projects
Intangibles	01/01/2022	Intangibles - Brand & Trademark
Grand totals: 17090 (2 assets)		
Goodwill	01/01/2013	VPRIG Intellectual Property & Goodwill
Grand totals: 17100 (1 asset)		
Trademark	03/01/2012	Trademark
Trademark	06/04/2013	Trademark Filing Fee
Grand totals: 17200 (2 assets)		

SunCommon FF&E (con't)

Asset A/C# Description	Date Acq	Description
Computer Equipment	01/09/2013	MacBook Pro 13 in 2.5GHz and Fujitsu SCANSNAP s1500M for USB Scanner
Computer Equipment	10/01/2013	MacBook Pro 13 in 2.5 GHz Invoice #946608
Computer Equipment	02/05/2014	MacBook Pro for new hire, Apple Care, Monitor, Mouse
Computer Equipment	04/08/2014	New laptop for Tim
Computer Equipment	04/08/2014	New laptop for Jacob
Computer Equipment	04/21/2014	3 New MacBook Pros + Applecare
Computer Equipment	04/23/2014	Mac Mini Ser#SC07MC039DWYL
Computer Equipment	04/30/2014	MacBook Pro for Storyteller
Computer Equipment	04/30/2014	MacBook Pro Ser# SCPWM49R7DTY3
Computer Equipment	05/20/2014	Memory upgrade for 20 machines
Computer Equipment	05/28/2014	MacBook Pro 13 in 2.5 GHz i5 4GB/500GB
Computer Equipment	06/09/2014	Magsafe adapter and converter
Computer Equipment	06/09/2014	Purchase and install 16 RAM mods
Computer Equipment	06/20/2014	MacBook Pro 13 in 2.5 GHz i5 4 GB/500GB
Computer Equipment	07/15/2014	Mac mini
Computer Equipment	08/01/2014	7 new MacBook Pro's
Computer Equipment	08/01/2014	7 new MacBook Pro's
Computer Equipment	08/01/2014	7 new MacBook Pro's
Computer Equipment	08/01/2014	7 new MacBook Pro's
Computer Equipment	08/01/2014	7 new MacBook Pro's
Computer Equipment	08/01/2014	7 new MacBook Pro's
Computer Equipment	10/06/2014	2 mac books & add ons
Computer Equipment	10/26/2014	ipad- serial #SDMPLX3KKJF4YJ
Computer Equipment	11/01/2014	Mini mac S/N C07NM1V VG1J1
Computer Equipment	11/01/2014	Mini mac S/N C07NM1HVG1H1
Computer Equipment	11/01/2014	Mini mac S/N C07NM1R7G1J1
Computer Equipment	11/01/2014	iPad S/N SDMPLXHZVF4YJ
Computer Equipment	11/01/2014	iPad S/N SDMPLXJGWF4YJ
Computer Equipment	11/01/2014	Mini mac s/n SC07MMBP4DWYL
Computer Equipment	11/01/2014	Monitor s/n T1Y143480592
Computer Equipment	11/01/2014	Monitor s/n T1Y143480727
Computer Equipment	11/01/2014	Monitor s/n T1Y143480587
Computer Equipment	11/01/2014	Monitor s/n T1Y143480875
Computer Equipment	11/01/2014	Monitor s/n T1Y143480871
Computer Equipment	11/03/2014	Ipad/Macbook serial # SDLXNL9Y1G5YN
Computer Equipment	11/03/2014	Ipad/Macbook serial # SDLXNL9Y1G5YN
Computer Equipment	11/03/2014	Ipad/Macbook serial # SC1MN51D9DTY3
Computer Equipment	11/03/2014	Ipad/Macbook serial # SC1MN3UNQDTY3
Computer Equipment	11/03/2014	Ipad/Macbook serial # SC1MN58VADTY3
Computer Equipment	11/03/2014	Ipad/Macbook serial # SC1MN5J1DTY3
Computer Equipment	11/03/2014	Ipad/Macbook serial # SC1MN5HYGDTY3
Computer Equipment	11/03/2014	Ipad/Macbook serial # SC1MN5J25DTY3
Computer Equipment	11/13/2014	RUKUS 1100 WiFi Controller, Rukus ZF R700
Computer Equipment	11/24/2014	Mac mini s/n C07NROPOG1J1
Computer Equipment	12/15/2014	Serial #SC1MNL1T3DTY3 mac book
Computer Equipment	12/15/2014	Monitor serial #T1Y143860026
Computer Equipment	12/15/2014	Montior serial #t1Y143860039
Computer Equipment	12/15/2014	Monitor serial # T1Y143860094
Computer Equipment	12/23/2014	iMac 27 inch
Computer Equipment	12/26/2014	Serial #542BC1624FB011115
Computer Equipment	12/26/2014	Serial #542BC1627FB011142
Computer Equipment	12/26/2014	Serial #452BC1626FB011116
Computer Equipment	02/03/2015	Sn SC02NV58EG3QC design
Computer Equipment	02/26/2015	13 in MacBook Pro sn: C1mn8cfkdy3
Computer Equipment	02/26/2015	13 in MacBook Pro sn: c1mn8cp8dy3
Computer Equipment	02/26/2015	Two Viewsonic VA2451m monitors
Computer Equipment	03/23/2015	Network Hardware

SunCommon FF&E (con't)

Asset A/C# Description	Date Acq	Description
Computer Equipment	04/20/2015	13 in MacBook Pro sn: CPWNF2QXDITY3
Computer Equipment	05/14/2015	S/n S42BA0814FB012348
Computer Equipment	05/27/2015	MacBook Pro SC1MP3ROZDITY3
Computer Equipment	05/27/2015	MacBook Pro SC1MP6S2XDITY3
Computer Equipment	05/27/2015	MacBook Pro SC1MP3R1NDITY3
Computer Equipment	05/27/2015	MacBook Pro SC1MP6S0GDITY3
Computer Equipment	05/27/2015	MacBook Pro SC1MP6S2JDITY3
Computer Equipment	05/27/2015	MacBook Pro SC1MP6S2XDITY3
Computer Equipment	05/31/2015	CCM card-Printers and toner for Advisors
Computer Equipment	06/03/2015	S/N SC02PLKSL8WN
Computer Equipment	06/05/2015	SN SC1MNDJ52DITY3
Computer Equipment	06/05/2015	SN SDLXP4D4GG5YP iPad
Computer Equipment	06/05/2015	Monitors T1Y144461788, T1Y144461791
Computer Equipment	03/23/2016	Comcast New Service for Building
Computer Equipment	06/17/2016	Small Dog - 3 15" Mackbook Pro
Computer Equipment	09/01/2016	PC - Connection
Computer Equipment	09/30/2016	IT Cell boost Tower
Computer Equipment	10/10/2016	PC Connection - IT supplies
Computer Equipment	11/29/2016	Small Dog - Ipad Pro
Computer Equipment	11/30/2016	All Links - Warehouse Camera's
Computer Equipment	01/19/2017	2 new MacBooks with AppleCare
Computer Equipment	02/14/2017	Fork lift charger & garage door openers
Computer Equipment	02/27/2017	MacBook Pro x2
Computer Equipment	03/14/2017	MacBook Pro x2, Ipad x2
Computer Equipment	05/05/2017	MacBook Pro, AppleCare
Computer Equipment	05/22/2017	MacBook Pro x3, Applecare
Computer Equipment	06/14/2017	MacBook Pro @5
Computer Equipment	07/11/2017	MacBook Pro & Office for Mac
Computer Equipment	11/15/2017	2 MacBook Pro, Office '16 x5
Computer Equipment	12/18/2017	MacBook Pro 15in + AppleCare
Computer Equipment	01/08/2018	(2) Macbooks & applecare w/power adaptors
Computer Equipment	05/01/2018	Macbook Pro & applecare
Computer Equipment	06/13/2018	(5) Microsoft Office Home & Student software
Computer Equipment	06/13/2018	(2) Macbook Pro, Microsoft office & Applecare
Computer Equipment	06/13/2018	MacBook Pro 15in Retina Ser#SC02WM542G8WN & Applecare S
Computer Equipment	06/13/2018	(2) MacBook Pro 15in Retina & Applecare Ser#C02WP214G8WN & C02WR3J4G8WN
Computer Equipment	07/12/2018	MacBook Pro 15in Retina Ser#SC02WX0P4G8WN & Applecare S
Computer Equipment	07/12/2018	MacBook Pro 15in Retina Ser#SC02WX0P2G8WN & Applecare S
Computer Equipment	07/12/2018	MacBook Pro 15in Retina Ser#SC02WX12PG8WN & Applecare S
Computer Equipment	07/16/2018	MacBook Pro 15" Ser#SC02WW0DMG8WN w/Applecare
Computer Equipment	07/16/2018	MacBook Pro 15" Ser#SC02WW0JBG8WN w/Applecare
Computer Equipment	07/16/2018	MacBook Pro 15" Ser#SC02WV24ZG8WN w/Applecare
Computer Equipment	07/16/2018	MacBook Pro 15" Ser#SC02WW0A6G8WN w/Applecare
Computer Equipment	07/16/2018	DP DesignJet T120 24" Printer w. Ink Cartridges
Computer Equipment	07/31/2018	MacBook Pro 15in Ser#SC02WW0A1G8WN
Computer Equipment	07/31/2018	MacBook Pro 15in Ser#SC02WX0YCG8WN
Computer Equipment	09/19/2018	Macbook Pro 15In Retina Ser#SC02WX110G8WN w/Applecare
Computer Equipment	09/19/2018	Macbook Pro 15In Retina Ser#SC02WT1J2G8WN w/Applecare
Computer Equipment	09/19/2018	Macbook Pro 15In Retina Ser#SC02WT4SCG8WN w/Applecare
Computer Equipment	10/01/2018	MacBook Pro 13in Ser#SFVFX827HHV2H w/Applecare
Computer Equipment	10/01/2018	MacBook Pro 13in Ser#SFVFX8299HV2H w/Applecare
Computer Equipment	10/31/2018	(2) Macbook Pros & applecare
Computer Equipment	10/31/2018	MacBook Pro 15in Retina Ser#SC02WX15KG8WN & Applecare S
Computer Equipment	10/31/2018	MacBook Pro 13in 2.3GHz Ser#FVFX32XAHV2H w/Applecare
Computer Equipment	10/31/2018	MacBook Pro 13in 2.3GHz Ser#SFVFX32TQHV2H w/Applecare

SunCommon FF&E (con't)

Asset A/C# Description	Date Acq	Description
Computer Equipment	10/31/2018	MacBook Pro 13in 2.3GHz Ser#SFVFX32XEHV2H w/AppleCare
Computer Equipment	10/31/2018	MacBook Pro 13in 2.3GHz Ser#SFVFX32XKHV2H w/AppleCare
Computer Equipment	10/31/2018	Macbook Pro 15In Retina Ser#SC02WR3PCG8WN w/AppleCare
Computer Equipment	10/31/2018	Macbook Pro 15In Retina Ser#SC02WX148G8WN w/AppleCare
Computer Equipment	10/31/2018	MacBook Pro 13in Ser#FVFXF1ADHV2H w/AppleCare
Computer Equipment	10/31/2018	MacBook Pro 13in Ser#FVFXF19MHV2H w/AppleCare
Computer Equipment	10/31/2018	MacBook Pro 13in Ser#FVFXF19WHV2H w/AppleCare
Computer Equipment	10/31/2018	MacBook Pro 13in Ser#FVFXF191HV2H w/AppleCare
Computer Equipment	10/31/2018	MacBook Pro 13in Ser#SFVFX829FHV2H w/AppleCare
Computer Equipment	06/11/2019	MacBook Pro 13in w/AppleCare Ser#FVFYT2FTHV2H
Computer Equipment	06/11/2019	MacBook Pro 13in w/AppleCare Ser#FVFYT2FEHV2H
Computer Equipment	06/11/2019	MacBook Pro 13in w/AppleCare Ser#FVFYT2DWHV2H
Computer Equipment	06/11/2019	MacBook Pro 13in w/AppleCare Ser#FVFYT2TTHV2H
Computer Equipment	06/11/2019	MacBook Pro 13in w/AppleCare Ser#FVFYT2E4HV2H
Computer Equipment	06/11/2019	MacBook Pro 13in w/AppleCare Ser#FVFYT2FUHV2H
Computer Equipment	09/11/2019	Macbook Pro 13" Lap #FVFZ92R8L414 plus apple care
Computer Equipment	09/11/2019	Macbook Pro 13" Lap #FVFZ92R6L414 plus apple care
Computer Equipment	09/11/2019	Macbook Pro 13" Lap #FVFZ92TAL414 plus apple care
Computer Equipment	09/11/2019	Macbook Pro 13" Lap #FVFZ92S6L414 plus apple care
Computer Equipment	09/18/2019	MacBook Pro 13in w/AppleCare Ser#FVFZ92F0CQL414
Computer Equipment	09/18/2019	MacBook Pro 13in w/AppleCare Ser#FVFZD2STL414
Computer Equipment	09/18/2019	MacBook Pro 13in w/AppleCare Ser#FVFZF058L414
Computer Equipment	09/18/2019	MacBook Pro 13in w/AppleCare Ser#FVFZD2WRL414
Computer Equipment	12/10/2019	MacBook Pro 16in w/AppleCare Ser#C02ZT9JHMD6R
Computer Equipment	12/10/2019	MacBook Pro 16in w/AppleCare Ser#C02ZT9MXMD6R
Computer Equipment	12/13/2019	Macbook Pro 16" Lap C02ZT9JHMD6R plus apple care
Computer Equipment	12/13/2019	Macbook Pro 16" Lap C02ZT9MXMD6R plus apple care
Computer Equipment	01/03/2020	Vonage Phone system
Computer Equipment	02/11/2020	16" MBP 2.6GHz 6-core 9th-generation Intel Core i7 processor AMD Radeon Pro 5300M with 4GB of GDDR6 memory 16GB
Computer Equipment	02/24/2020	5x Macbooks
Computer Equipment	02/25/2020	2 x MacBook Pro 16in w/Touch Bar 2.6GHz i7 6-core or 2.4GHz 8-Core i9 - Space Gray CTO 2.6GHz 6-core Intel Core i7, Turbo
Computer Equipment	02/29/2020	To record new macbook for RBK paid by WBY
Computer Equipment	08/10/2020	2 Macbooks Pro
Computer Equipment	08/12/2020	AppleCare x 2
Computer Equipment	08/20/2020	MacBook Pro for RBK
Computer Equipment	09/15/2020	Fixed Asset >1000: Best Buy - PC laptop and Excel 2019 for Windows to process Tesla solar roof design software and run SEL
Computer Equipment	02/23/2021	4 MBP 13" and Apple Care+
Computer Equipment	02/23/2021	2 MBP 13" and AppleCare+
Computer Equipment	03/05/2021	16" MacBook Pro
Computer Equipment	03/05/2021	16" MacBook Pro
Computer Equipment	03/05/2021	16" MacBook Pro
Computer Equipment	03/05/2021	Two (2) 16" MacBook Pro
Computer Equipment	03/05/2021	Two (2) 16" MacBook Pro
Computer Equipment	03/06/2021	AppleCare+
Computer Equipment	03/06/2021	AppleCare+
Computer Equipment	03/06/2021	AppleCare+
Computer Equipment	03/06/2021	Two (2) AppleCare+
Computer Equipment	03/06/2021	Two (2) AppleCare+
Computer Equipment	03/25/2021	16inch Macbook
Computer Equipment	05/13/2021	MBP 16" w/AppleCare
Computer Equipment	05/21/2021	MBP 16" w/AppleCare
Computer Equipment	05/24/2021	MacBook Pro 16" 2019 16 GB 512GB w/AppleCare+
Computer Equipment	05/25/2021	Apple MacBook Pro for Tyler Latham Resi Designer
Computer Equipment	05/26/2021	1x Macbooks Pro
Computer Equipment	05/27/2021	2x Macbooks Pro

SunCommon FF&E (con't)

Asset A/C# Description	Date Acq	Description
Computer Equipment	06/04/2021	Meraki MX84
Computer Equipment	06/09/2021	MacBook Pro + AppleCare+ x 2 units
Computer Equipment	06/21/2021	3 x MacBook Pro 13in w/ AppleCare
Computer Equipment	06/23/2021	2 x 13" MacBook Pro w/AppleCare+
Computer Equipment	06/23/2021	1 x 13" MacBook Pro with AppleCare+
Computer Equipment	06/24/2021	1 x 16" MacBook Pro with AppleCare+
Computer Equipment	07/14/2021	1 x MacBook Pro 13" w/ AppleCare+
Computer Equipment	09/01/2021	1 x 16" MacBook Pro w/AppleCare+
Computer Equipment	09/07/2021	1 x 13" MacBook Pro with AppleCare+
Computer Equipment	09/07/2021	Rack for Kingston Office
Computer Equipment	09/20/2021	1 x 16" MacBook Pro w/ AppleCare+
Computer Equipment	09/21/2021	1 x 13" MacBook Pro with AppleCare+
Computer Equipment	09/29/2021	1 x 13" MacBook Pro with AppleCare+
Computer Equipment	09/29/2021	1 x 13" MacBook Pro w/ AppleCare+
Computer Equipment	10/01/2021	3-13" MacBook PZro w/AppleCare+ for VT Office
Computer Equipment	10/01/2021	2- 13" MacBook PZro w/AppleCare+ for
Computer Equipment	11/03/2021	1 -16" MacBook Pro base model & 1 -16" MacBook Pro MAX model, both w/AppleCare+
Computer Equipment	01/17/2022	1 x 16" MacBook Pro with 32GB unified memory (RAM) and 512GB SSD storage (ROM) w/ AppleCare+
Computer Equipment	01/18/2022	1 x 16" MacBook Pro base model w/ AppleCare+
Computer Equipment	01/31/2022	3x 515 Aruba Access Points - Kingston Office
Computer Equipment	02/18/2022	Hardware and installation, VT
Computer Equipment	02/18/2022	Hardware and installation, NY
Computer Equipment	02/21/2022	1 x 13" MacBook Pro w/ AppleCare+
Computer Equipment	02/23/2022	Google Meet Hardware and License
Computer Equipment	03/01/2022	One - 13" MacBook Pro w/ Apple Care+
Computer Equipment	03/04/2022	One - 13" MacBook Pro w/ Apple Care+
Computer Equipment	03/18/2022	Cameras for VT Security System
Computer Equipment	04/28/2022	One 13" MacBook Pro w/ AppleCare+
Computer Equipment	05/03/2022	One 13" MacBook Pro w/ AppleCare+
Computer Equipment	05/13/2022	One 14" MacBook Pro w/ AppleCare+
Computer Equipment	05/23/2022	Kingston Installation: AVA Surveillance System Upgrade
Computer Equipment	05/23/2022	Kingston Cameras
Computer Equipment	10/04/2022	14" MacBook Pro M1 Max chip
Computer Equipment	11/21/2022	5x Computers
Computer Equipment	11/22/2022	applecare
Computer Equipment	12/02/2022	3x Computers
Computer Equipment	12/12/2022	16in Macbook Pro
Computer Equipment	04/26/2023	4 MacBook Pros
Computer Equipment	05/15/2023	3X MACBOOKS PRO
Computer Equipment	05/30/2023	2 Macbook Pros
Grand totals: 15400 (207 assets)		
Grand totals for all assets: (530 assets)		

5. Vehicle Assets

Year	Make/Model	Vehicle/Trailer Type	VIN #
2019	Dodge Ram 1500	Pickup	1CGRR7FT8KS673401
2018	Chevy 1500	Pickup	1GCVKPEC2JZ267813
2019	DODGE RAM	Pickup	1CGRR7FG5KS519117
2015	GMC 1500	Pickup	3GTU2VEC3FG190571
2015	GMC 1500	Pickup	1GTN2TECH3FZ263765
2013	Chevy 3500 Stakebody	Stake Body	1GB3CZCG2DF177352
2021	DODGE RAM 1500	Pickup	1C6SRFFTXMN747687
2021	Dodge Ram 1500	Pickup	1C6RRFBG9MN734940
2015	FORD TRANS	Van	NMOLS7E77F1218894
2018	TOYOTA TACOMA	Pickup	5TF5X5ENXJX061421
2020	DODGE RAM 2500 Crew	Pickup	3C6UR5CJ1LG208369
2019	Dodge Ram 1500-Limited	Pickup	1C6SRFPT3KP682824
2018	Tesla Model 3	Sedan	5YJ3E1EB6JF151507
2008	International Bucket Truck	Truck	1HTWBAAN78J578304
2012	Ford E250 Van	Van	1FTNE2EL6CDA17386
2014	Ford E250 Van	Van	1FTNE2EW8EDA01882
2014	Ford E250 Van	Van	1FTNE2EW7EDA13862
2014	Ford E250 Van	Van	1FTNE2EW9EDA30274
2015	Ford Transit 250	Van	1FTNR1ZM3FKA34888
2015	Ford F-150	Pickup	1FTFX1EG1FKE07081
2018	Ford Transit 250	Van	1FTYR1YMXJKB38415
2021	Ford T-250 Van	Van	1FTBR1Y85MKA86818
2022	Ford T-250 Van	Van	1FTBR1Y80NKA15253
2023	Ford F-150	Pickup	1FTFX1E56PFB49262
2023	Ford F-150	Pickup	1FTFX1E55PFB37149
2024	Ford F-150	Pickup	1FTEX1EP6PKF91852
2014	Chevy C3500 DES	Pickup	1GC3KZC8XEF159142
2019	Dodge Ram 1500	Shop	1C6RR7FGXKS612697
2017	Chevy Silverado	Pickup	3GCUKREC1HG220161
2021	DODGE RAM	Pickup	3C6JR7DG7MG521333
2019	Dodge Ram Promaster	Van	ZFBHRFAB8K6N69130
2014	CHEVY 3500	Pickup	1GB3CZCG2DF177352
1990	Daihatsu Mini Truck	Off-Road Utility Vehicle	S83P-009272
1992	Nissan Vanette Mini Truck	Off-Road Utility Vehicle	FJNC22-001553
	Suzuki Scarry Mini Truck	Off-Road Utility Vehicle	
	Suzuki Scarry Mini Truck	Off-Road Utility Vehicle	
	Suzuki Mini Truck	Off-Road Utility Vehicle	
2021	TOYOTA TACOMA	Pickup	3TY5X5EN8MT009056
2021	TOYOTA TACOMA	Pickup	3TYCZ5AN8MT050937
2023	FORD F-250	Pickup	1FTBF2BA3PEC75707

Schedule 1.1(b)- Seller's Obligations

1. Any and all claims and liabilities, whether asserted or incurred but not reported (IBNR), against Sellers pursuant to that certain captive insurance policy by and between Sellers and Navigator Casualty, Ltd., as of the date of Closing.
2. Any and all contractual warranties provided by Sellers to customers in connection with completed projects, and obligations of the Sellers arising thereunder.

Schedule 1.1(c)- Assumed Indebtedness

1. Tranche 4 DIP Obligations
2. Any and all claims, liabilities and obligations relating to Project Debt, not to exceed the amount identified herein, owed to the below Projects Lender that is the subject of a fully executed Novation Agreement by and between Sellers, Purchaser and the applicable Project Lender as follows:
 - NBT Bank, N.A. in an amount not to exceed \$975,000. Details below
 - Loan X7687 – Gervais Solar Assets
 - Loan X7695 – Case St. Solar Assets
 - Loan X7709 – Newfane Solar Assets
 - Vermont Community Loan Fund, Inc. pursuant to certain assets related to Sun CSA 36, LLC, in an amount not to exceed \$125,000.
 - Vermont Economic Development Authority pursuant to certain assets related to Sun CSA 36, LLC in an amount not to exceed \$85,000.
3. Any and all claims, liabilities and obligations relating to that indebtedness secured by certain vehicles but solely to the extent that such vehicles are Acquired Assets, as follows:
 - Indebtedness owed to NBT Bank, N.A. relating to Loan X8506 and secured by the following vehicles:
 - 2021 Ram VIN#7687
 - 2021 Ram Vin#1333
 - 2021 Ram Vin#4940
 - Toyota Tacoma Vin#A142
 - Indebtedness owed to Citizens Bank, N.A. and secured by the following vehicles:
 - 2019 Dodge RAM 1500 Quad (VIN # ending in 12697)
 - Indebtedness owed on the following additional vehicles:

Year	Make/Model	Vehicle/Trailer Type	VIN #	Balance
2019	Dodge Ram 1500	Pickup	1CGRR7FT8KS673401	\$9,852.00
2019	DODGE RAM	Pickup	1CGRR7FG5KS519117	\$2,484.00
2020	DODGE RAM 2500 Crew	Pickup	3C6UR5CJ1LG208369	\$3,326.00
2023	Ford F-150	Pickup	1FTFX1E56PFB49262	\$32,647.92
2023	Ford F-150	Pickup	1FTFX1E55PFB37149	\$32,823.96
2024	Ford F-150	Pickup	1FTEX1EP6PKF91852	\$48,060.27
2019	Dodge Ram 1500	Shop	1C6RR7FGXKS612697	\$3,301.17
2019	Dodge Ram Promaster	Van	ZFBHRFAB8K6N69130	\$5,700.00
2023	FORD F-250	Pickup	1FTBF2BA3PEC75707	\$47,401.00

Schedule 1.1(d)- Sellers' Permits

1. Liberty Electric, Inc., MA Registered Electrical Business License No: 3388 A1
2. Liberty Electric Inc. NH #5820
3. Sales tax numbers in all states for all entities
4. All Permits identified on Schedule 1.1(a) under the heading "Owned Solar Asset"

Schedule 4.6 – Cure Payments

1. All Cure Payments for Assumed Contracts set forth on the “Assumption Notices” filed by Sellers, Docket Nos. 186, 226, 230, 321,

Schedule 4.8 - Intellectual Property Used by Third Parties

None.

Schedule 4.9 – Tax Matters

1. As part of iSun, Inc.’s (“iSun”) acquisition of SolarCommunities, Inc. (“SunCommon”) in September 2021, approximately \$1.14 million worth of iSun’s stock was issued to 173 employees of SunCommon during the fiscal year 2022. iSun agreed to pay the employees’ tax liability resulting from the stock issuance (the “Stock Tax Liability”). As of the date of this Agreement, the Stock Tax Liability has not been paid.

Schedule 4.10- Labor Matters

2. IBEW Local Union 567 – Mechanics’ lien for delinquent benefits – Notice of Mechanics’ Lien Recorded in the Aroostook County (South) Registry of Deeds.
3. IBEW Local 300 – Union Benefit funds settlement payments.
4. United States Department of Labor audit of 401(k) Retirement Plan

Schedule 4.11- Environmental Matters

None.

Schedule 4.12 – Pending Litigation/Proceedings

1. The following demand letters:

Date	Adverse Party	Opposing Counsel	iSun Entity	Subject/Notes
2/15/2024	Interactive Maintenance Services, Inc. d/b/a IMS	Daly & Daly, P.C.; Matthew T. Daly	iSun Energy LLC	Notice of Default and Past Due Amount
2/16/2024	Madison Energy Holdings, LLC	Kenney & Sams; J. Nathan Cole	iSun Energy LLC	Demand for Return of MIPA Execution Payment
3/1/2024	Power Engineers LLC	Beveridge & Diamond; C. Dylan Sanders	iSun, Inc.	Final Demand for Payment
3/5/2024	Ken Allen Company, LLC	Swanson Law, P.A.; Adam P. Swanson	iSun Industrial, LLC	Demand for Payment
3/6/2024	Endeavor Business Media	McCarthy, Burgess & Wolff; Malinda Wilkins	iSun Utility, LLC	Demand for Proof of Payment
4/3/2024	IBEW Local 567	Creswell Law; Randy J. Creswell	Peck Electric Co.	Notice of Mechanics Lien against Peck Electric, Portland, ME
4/3/2024	IBEW Local 300 (Union Benefit Funds)	Krakow, Souris & Landry, LLC; Carey D. Shockey	iSun, Inc./Peck Electric Co.	Settlement Agreement executed 4/19/2024
4/4/2024	Interactive Maintenance Services, Inc. d/b/a IMS	Daly & Daly, P.C.; Matthew T. Daly	iSun Energy LLC	Follow-up Notice; Response required by 4/15/24
4/9/2024	CH Robinson Worldwide, Inc.	Corporate Counsel, PA; Timothy W. Fafinski	iSun, Inc.	Proposed Payment Plan
4/29/2024	Robert Zulkoski	Sanford Heisler Sharp, LLP; H. Vincent McKnight, Jr.	iSun, Inc.	Whistleblower Action
5/9/2024	Decathlon Growth Credit, LLC	Fredrikson & Byron, P.A.; Clinton E. Cutler	iSun, Inc.; Hudson Solar Service, LLC; Hudson Valley Clean Energy, Inc.; iSun Corporate, LLC; iSun Energy LLC; iSun Industrial, LLC; iSun Residential, Inc.; iSun Utility, LLC; Liberty Electric, Inc.; Peck Electric Co.; SolarCommunities, Inc.; Sun CSA 36, LLC	Notice of Default, Acceleration, and Demand for Payment
5/21/2024	LEAF	LEAF, Senior Collector Denise Briscoe	The Peck Company	Demand to The Peck Company re Contract Number 100-5376641-001

2. The following pending litigation:

ALPHA ENGINEERING SERVICES, PA d/b/a ALPHA ENVIRONMENTAL v. iSun Corporate, LLC

State of North Carolina

Docket No. 24-CV-069

Notice of Automatic Stay and Bankruptcy Filing filed 06/05/2024

BEACON SALES ACQUISITION, INC. dba BEACON BUILDING PRODUCTS v. Peck Electric Co. and Jeffrey Peck

State of Vermont

Docket No. 24-CV-02441

Suggestion of Bankruptcy filed 7/25/2024

Dismissal without Prejudice granted 8/5/2024

GREEN MOUNTAIN ELECTRIC SUPPLY v. THE UNIVERSITY OF VERMONT; iSun Industrial, LLC

State of Vermont

Docket No. 24-CV-02030
Suggestion of Bankruptcy filed 7/18/2024
Dismissal without Prejudice granted 7/23/2024

KEN ALLEN COMPANY, LLC v. iSun Industrial, LLC

State of Maine
Docket No. PREDC-SC-2024-0021
Dismissal without Prejudice granted 7/31/2024

LAKEVIEW LOAN SERVICING LCC v. Hudson Valley Clean Energy, Inc. d/b/a SunCommon

State of New York
Docket No. 2023-54677
Hudson Valley Clean Energy, Inc. d/b/a SunCommon is judgment creditor against property owners in foreclosure action

MADISON ENERGY HOLDINGS, LLC v. iSun Energy LLC

State of Vermont
Docket No. 24-CV-01941
Notice of Bankruptcy filed 6/29/2024
Dismissal without Prejudice granted 7/3/2024

PECK INVESTMENT PROPERTIES, LLC v. iSun Industrial, LLC

State of Maine
Docket No. CARSC-RE-2024
Suggestion of Bankruptcy filed 6/12/2024

SASSOON PERESS and RENEWZ SUSTAINABLE SOLUTIONS, INC. v. iSun, Inc.

US District Court – District of Vermont
Docket No. 2:22-CV-00018
Dismissal with Prejudice granted 3/13/2023

SASSOON PERESS and RENEWZ SUSTAINABLE SOLUTIONS, INC. v. iSun Inc.

State of Vermont
Docket No: 23-CV-03701
Suggestion of Bankruptcy filed 7/18/2024
Dismissal without Prejudice granted 7/29/2024

DUANE PETERSON, JAMES MOORE, and JEFFREY IRISH, solely in their capacity as the Shareholder Representative Group v. iSun, Inc.

State of Vermont
Docket No. 24-CV-00565
Suggestion of Bankruptcy filed 6/28/2024

Dismissal without Prejudice granted 6/28/2024

RUSTY RENDON v iSun, Inc.

Superior Court of California

Case No. 22STCV13102

Dismissal without Prejudice granted 11/8/2022

**ROBERT ZULKOSKI, ANDY CHILDS, and MELISSA OBEGI v. iSun, Inc., Andy
Matthy, Stewart Martin, and Claudia Meer**

State of Vermont

Docket No. 24-CV-02097

Suggestion of Bankruptcy filed 6/12/2024

Dismissal without Prejudice granted 6/24/2024

EXHIBIT A- Bill of Sale

FORM BILL OF SALE

This Bill of Sale (this “**Bill of Sale**”) is made and entered into as of _____, 2024, by and among Clean Royalties, LLC (“**Purchaser**”), iSun, Inc., a Delaware corporation (“**Parent Seller**”) and its subsidiaries Solar Communities, Inc. d/b/a Sun Common and Liberty Electric, Inc. (together with Seller Parent, “**Sellers**” and each of them individually, a “**Seller**”).

WHEREAS, Sellers and Purchaser are parties to that certain Asset Purchase Agreement, dated as of May 30, 2024, by and among Sellers and Purchaser (the “**Purchase Agreement**”);

WHEREAS, pursuant to the Purchase Agreement, each Seller has agreed to (a) sell, assign, transfer, convey and deliver, or cause to be sold, assigned, transferred, conveyed, and delivered, certain rights, titles, interests, agreements and other assets of such Seller to Purchaser and (b) assign and delegate to Purchaser, certain liabilities of such Seller, and Purchaser has agreed to purchase from such Seller such rights, titles, interests, agreements, and other assets and assume such liabilities; and

WHEREAS, in connection with the foregoing, this Bill of Sale is contemplated by Section 3.2(a) of the Purchase Agreement.

NOW, THEREFORE, intending to be legally bound and in consideration of the foregoing and the mutual covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms used but otherwise not defined herein shall have the meaning for such terms that are set forth in the Purchase Agreement.

2. **Sale and Transfer of Acquired Assets.** As contemplated by Section 2.1 of the Purchase Agreement and subject to the terms and conditions of the Purchase Agreement, each Seller, for the sum of \$10.00 and other good and valuable consideration, hereby sells, assigns, transfers, conveys and delivers to Purchaser, effective as of the Closing, all of such Seller’s right, title and interest in, to and under each of the Acquired Assets owned or otherwise transferrable by such Seller, free and clear of all Encumbrances of any and every kind, nature and description, other than Permitted Post-Closing Encumbrances; provided, however, that any Acquired Assets to be sold, assigned, transferred, conveyed, or delivered to Purchaser pursuant to the Intellectual Property Assignment Agreements shall be so sold, assigned, transferred, conveyed or delivered to Purchaser in accordance with the terms thereof.

3. **Terms of the Purchase Agreement.** This Bill of Sale (a) is irrevocable and effective upon the Parties’ delivery of executed copies of this Agreement in connection with and contingent upon, the Closing, (b) is an instrument of transfer contemplated by, and executed pursuant to, the Purchase Agreement, and references in this Bill of Sale to the Purchase Agreement are to the Purchase Agreement as it may be amended, modified or amended and restated from time to time in accordance with the terms thereof, and (c) benefits and binds the parties to the Purchase Agreement and their respective successors and assigns. Nothing in this Bill of Sale shall, or shall be deemed to modify, expand, or supersede any provisions of the Purchase Agreement (including any representations or warranties) or modify, expand, or supersede any of the rights, obligations or remedies of the parties. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Bill of Sale, the terms of the Purchase Agreement shall govern.

5. **Miscellaneous.** The terms of the Purchase Agreement are incorporated herein by reference and apply to the parties hereto with respect to this Bill of Sale *mutatis mutandis*, and each such terms will be fully binding on the parties hereto as if fully set forth in this Bill of Sale.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale as of the date first written above.

SELLERS:

ISUN, INC.

By: _____

Name: _____

Title: _____

**SOLAR COMMUNITIES, INC., d/b/a
SUN COMMON**

By: _____

Name: _____

Title: _____

LIBERTY ELECTRIC, INC.

By: _____

Name: _____

Title: _____

EXHIBIT B- Assumption and Assignment Agreement

FORM ASSUMPTION AND ASSIGNMENT AGREEMENT

This Assumption and Assignment Agreement (this “**Assignment Agreement**”) is made and entered into as of _____, 2024, by and among Clean Royalties, LLC (“**Purchaser**”), iSun, Inc., a Delaware corporation (“**Parent Seller**”) and its subsidiaries Solar Communities, Inc. d/b/a Sun Common and Liberty Electric, Inc. (together with Seller Parent, “**Sellers**” and each of them individually, a “**Seller**”).

WHEREAS, Sellers and Purchaser are parties to that certain Asset Purchase Agreement, dated as of May 30, 2024, by and among Sellers and Purchaser (the “**Purchase Agreement**”);

WHEREAS, pursuant to the Purchase Agreement, each Seller has agreed to (a) sell, assign, transfer, convey and deliver, or cause to be sold, assigned, transferred, conveyed, and delivered, certain rights, titles, interests, agreements and other assets of such Seller to Purchaser and (b) assign and delegate to Purchaser, certain liabilities of such Seller, and Purchaser has agreed to purchase from such Seller such rights, titles, interests, agreements, and other assets and assume such liabilities; and

WHEREAS, in connection with the foregoing, this Assignment Agreement is contemplated by Section 3.2(b) of the Purchase Agreement.

NOW, THEREFORE, intending to be legally bound and in consideration of the foregoing and the mutual covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms used but otherwise not defined herein shall have the meaning for such terms that are set forth in the Purchase Agreement.

2. **Transfer of Acquired Assets.** As contemplated by Section 2.1 of the Purchase Agreement and subject to the terms and conditions of the Purchase Agreement, each Seller, to the extent permitted by law, hereby assigns, transfers, conveys, delivers and sets over to Purchaser, effective as of the Closing, all of such Seller’s right, title and interest in, to and under each of the Acquired Assets owned or otherwise transferrable by such Seller, free and clear of all Encumbrances of any and every kind, nature and description, other than Permitted Post-Closing Encumbrances; provided, however, that any Acquired Assets to be sold, assigned, transferred, conveyed, or delivered to Purchaser pursuant to the Intellectual Property Assignment Agreements shall be so sold, assigned, transferred, conveyed or delivered to Purchaser in accordance with the terms thereof.

3. **Assumption.** Purchaser hereby accepts the foregoing assignment set forth in sections 1 and 2 hereof, and assumes all obligations attendant to such asset being assigned, and all Assumed Liabilities in connection therewith; provided that said assumption and assignment shall in all respects be subject to the terms of the Purchase Agreement with regard to the rights and obligations of each of the parties hereto with respect to the items assigned hereunder, and in the event that any term of this Assignment Agreement conflicts or is inconsistent with the Purchase Agreement, the terms of the Purchase Agreement shall control.

4. **Terms of the Purchase Agreement.** This Assignment Agreement (a) is irrevocable and effective upon the Parties’ delivery of executed copies of this Assignment Agreement in connection with and contingent upon, the Closing, (b) is an instrument of transfer contemplated by, and executed pursuant

to, the Purchase Agreement, and references in this Assignment Agreement to the Purchase Agreement are to the Purchase Agreement as it may be amended, modified or amended and restated from time to time in accordance with the terms thereof, and (c) benefits and binds the parties to the Purchase Agreement and their respective successors and assigns. Nothing in this Assignment Agreement shall, or shall be deemed to modify, expand, or supersede any provisions of the Purchase Agreement (including any representations or warranties) or modify, expand, or superseded any of the rights, obligations or remedies of the parties.

5. **Miscellaneous.** The terms of the Purchase Agreement are incorporated herein by reference and apply to the parties hereto with respect to this Assignment Agreement *mutatis mutandis*, and each such terms will be fully binding on the parties hereto as if fully set forth in this Assignment Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Assignment Agreement as of the date first written above.

SELLERS:

ISUN, INC.

By: _____

Name: _____

Title: _____

**SOLAR COMMUNITIES, INC., d/b/a
SUN COMMON**

By: _____

Name: _____

Title: _____

LIBERTY ELECTRIC, INC.

By: _____

Name: _____

Title: _____

PURCHASER:

CLEAN ROYALTIES, LLC

By: _____

Name: _____

Title: _____

EXHIBIT C- Bid Procedures Order

See Docket No. 183, which is incorporated herein by reference

EXHIBIT 2

Assumed Contracts

CASE #	DEBTOR NAME	COUNTER PARTY	CONTRACT DESCRIPTION	Cure Amount
24-11145	Hudson Solar Service, LLC	ARCH INSURANCE CO	INSURANCE POLICIES: WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE POLICY #ZAWCI9423406	\$0
24-11145	Hudson Solar Service, LLC	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306	\$0
24-11145	Hudson Solar Service, LLC	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106	\$0
24-11145	Hudson Solar Service, LLC	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106	\$0
24-11145	Hudson Solar Service, LLC	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306	\$0
24-11145	Hudson Solar Service, LLC	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106	\$0
24-11145	Hudson Solar Service, LLC	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106	\$0
24-11146	Hudson Valley Clean Energy, LLC	ARCH INSURANCE CO	INSURANCE POLICIES: WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE POLICY #ZAWCI9423406	\$0
24-11146	Hudson Valley Clean Energy, LLC	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306	\$0
24-11146	Hudson Valley Clean Energy, LLC	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106	\$0
24-11146	Hudson Valley Clean Energy, LLC	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106	\$0
24-11146	Hudson Valley Clean Energy, LLC	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306	\$0
24-11146	Hudson Valley Clean Energy, LLC	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106	\$0
24-11146	Hudson Valley Clean Energy, LLC	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106	\$0
24-11148	iSun Energy LLC	ARCH INSURANCE CO	INSURANCE POLICIES: WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE POLICY #ZAWCI9423406	\$0
24-11148	iSun Energy LLC	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306	\$0
24-11148	iSun Energy LLC	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106	\$0
24-11148	iSun Energy LLC	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106	\$0
24-11148	iSun Energy LLC	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306	\$0
24-11148	iSun Energy LLC	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106	\$0
24-11148	iSun Energy LLC	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106	\$0
24-11149	iSun Industrial, LLC	HALLADAY SOLAR LLC	FINANCE AGREEMENT: PERFORMANCE BOND #NVT 1018 AND ENERGY CAPACITY GUARANTEES	\$0
24-11149	iSun Industrial, LLC	KSI II HOLDCO A LLC	MAINTENANCE AGREEMENT: SOLAR PV OPERATION & MAINTENANCE AGREEMENT	\$0
24-11149	iSun Industrial, LLC	KSI II HOLDCO A LLC	MAINTENANCE AGREEMENT: SOLAR PV OPERATION & MAINTENANCE AGREEMENT	\$0
24-11149	iSun Industrial, LLC	KSI II HOLDCO A LLC	Operation & Maintenance Agreement	\$0
24-11149	iSun Industrial, LLC	NEDDE REAL ESTATE	MAINTENANCE AGREEMENT: SOLAR ARRAY OPERATIONS & MAINTENANCE SOW	\$0
24-11149	iSun Industrial, LLC	NOVUS ALLEN SOLAR LLC	MAINTENANCE AGREEMENT: OPERATION AND MAINTENANCE AGREEMENT	\$0
24-11149	iSun Industrial, LLC	NOVUS BRIDGE SOLAR LLC	MAINTENANCE AGREEMENT: OPERATION AND MAINTENANCE AGREEMENT	\$0
24-11149	iSun Industrial, LLC	PARK ROAD SOLAR LLC	SERVICE AGREEMENT: SOLAR PV OPERATION AND MAINTENANCE AGREEMENT	\$0
24-11149	iSun Industrial, LLC	RADIO KINGSTON CORP	SERVICE AGREEMENT: SOLAR PV OPERATION AND MAINTENANCE AGREEMENT	\$0
24-11149	iSun Industrial, LLC	REDSTONE COMMERCIAL GROUP	MAINTENANCE AGREEMENT: SOLAR ARRAY OPERATIONS & MAINTENANCE SOW DTD 4/20/2022	\$0

CASE #	DEBTOR NAME	COUNTER PARTY	CONTRACT DESCRIPTION	Cure Amount
24-11149	iSun Industrial, LLC	SOUTH FORTY SOLAR LLC	MAINTENANCE AGREEMENT: SOLAR PV OPERATION & MAINTENANCE AGREEMENT	\$0
24-11149	iSun Industrial, LLC	SOUTH FORTY SOLAR LLC	MAINTENANCE AGREEMENT: SOLAR PV OPERATION & MAINTENANCE AGREEMENT	\$0
24-11144	iSun, Inc.	ACCELERANT SPECIALTY INS CO	INSURANCE POLICIES: INSURANCE POLICY #S0073PL002055-00 DTD 9/26/2023	\$0
24-11144	iSun, Inc.	ARCH INSURANCE CO	INSURANCE POLICIES: WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE POLICY #ZAWCI9423406	\$0
24-11144	iSun, Inc.	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306	\$0
24-11144	iSun, Inc.	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106	\$0
24-11144	iSun, Inc.	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106	\$0
24-11144	iSun, Inc.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #58461264	\$0
24-11144	iSun, Inc.	ASSUREDPARTNERS NEW ENGLAND INC	Insurance Policy	\$0
24-11144	iSun, Inc.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #58907086	\$0
24-11144	iSun, Inc.	ASSUREDPARTNERS NEW ENGLAND INC	Insurance Policy	\$0
24-11144	iSun, Inc.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #65830032	\$0
24-11144	iSun, Inc.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #66189001	\$0
24-11144	iSun, Inc.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #66189001	\$0
24-11144	iSun, Inc.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #67058700	\$0
24-11144	iSun, Inc.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306	\$0
24-11144	iSun, Inc.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106	\$0
24-11144	iSun, Inc.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106	\$0
24-11144	iSun, Inc.	BLISSVILLE ROAD LLC	SERVICE AGREEMENT: SOLAR PV OPERATION AND MAINTENANCE AGREEMENT DTD 10/15/2020	\$0
24-11144	iSun, Inc.	C2 O&M SERVICES LLC	MAINTENANCE AGREEMENT: SOLAR PV OPERATION & MAINTENANCE AGREEMENT DTD 10/15/2020	\$0
24-11144	iSun, Inc.	C2 O&M SERVICES LLC	Operation & Maintenance Agreement	\$0
24-11144	iSun, Inc.	C2 O&M SERVICES LLC	MAINTENANCE AGREEMENT: SOLAR PV OPERATION & MAINTENANCE AGREEMENT DTD 2/19/2020	\$0
24-11144	iSun, Inc.	C2 O&M SERVICES LLC	MAINTENANCE AGREEMENT: SOLAR PV OPERATION & MAINTENANCE AGREEMENT DTD 2/19/2020	\$0
24-11144	iSun, Inc.	C2 O&M SERVICES LLC	SERVICE AGREEMENT: SOLAR PV OPERATION AND MAINTENANCE AGREEMENT DTD 10/15/2020	\$0
24-11144	iSun, Inc.	C2 O&M SERVICES LLC	SERVICE AGREEMENT: SOLAR PV OPERATION AND MAINTENANCE AGREEMENT DTD 10/15/2020	\$0
24-11144	iSun, Inc.	CHEDDA MANGEMENT, LLC	THIRD PARTY SERVICE AGREEMENT: STATEMENT OF WORK DTD 5/21/2024	\$0
24-11144	iSun, Inc.	EVANSTON INSURANCE CO	INSURANCE POLICIES: COMMERCIAL EXCESS LIABILITY POLICY #MKLV1EUL104207	\$0
24-11144	iSun, Inc.	HISCOX INSURANCE CO INC	INSURANCE POLICIES: COMMERCIAL CRIME INSURANCE POLICY #UC25376768.23	\$0
24-11144	iSun, Inc.	HISCOX INSURANCE CO INC	INSURANCE POLICIES: COMMERCIAL CRIME INSURANCE POLICY #UC25376768.23	\$0
24-11144	iSun, Inc.	HISCOX INSURANCE CO INC	INSURANCE POLICIES: COMMERCIAL CRIME INSURANCE POLICY #UC25376768.24	\$0
24-11144	iSun, Inc.	LIBERTY MUTUAL INSURANCE CO	INSURANCE POLICIES: INSURANCE POLICY #58461264	\$0

CASE #	DEBTOR NAME	COUNTER PARTY	CONTRACT DESCRIPTION	Cure Amount
24-11144	iSun, Inc.	LIBERTY MUTUAL INSURANCE CO	Insurance Policy	\$0
24-11144	iSun, Inc.	LIBERTY MUTUAL INSURANCE CO	INSURANCE POLICIES: INSURANCE POLICY #58907086	\$0
24-11144	iSun, Inc.	LIBERTY MUTUAL INSURANCE CO	Insurance Policy	\$0
24-11144	iSun, Inc.	LIBERTY MUTUAL INSURANCE CO	INSURANCE POLICIES: INSURANCE POLICY #65830032	\$0
24-11144	iSun, Inc.	LIBERTY MUTUAL INSURANCE CO	INSURANCE POLICIES: INSURANCE POLICY #66189001	\$ 2,481.06
24-11144	iSun, Inc.	LIBERTY MUTUAL INSURANCE CO	INSURANCE POLICIES: INSURANCE POLICY #66189001	\$0
24-11144	iSun, Inc.	LIBERTY MUTUAL INSURANCE CO	INSURANCE POLICIES: INSURANCE POLICY #67058700	\$0
24-11144	iSun, Inc.	NEDDE BANK	SERVICE AGREEMENT: PROPOSAL 3 YEAR SOLAR ARRAY OPERATIONS AND MAINTENANCE DTD 10/28/2021	\$0
24-11144	iSun, Inc.	PARK ROAD SOLAR LLC	SERVICE AGREEMENT: PROPOSAL SOLAR ARRAY OPERATIONS AND MAINTENANCE DTD 5/3/2022	\$0
24-11144	iSun, Inc.	PEACHUM COMMUNITY SOLAR LLC	MAINTENANCE AGREEMENT: SOLAR ARRAY OPERATIONS & MAINTENANCE PROPOSAL	\$0
24-11144	iSun, Inc.	PHOENIX FEEDS	MAINTENANCE AGREEMENT: O&M PROPOSAL PHOENIX FEEDS	\$0
24-11144	iSun, Inc.	RADIO KINGSTON	SERVICE AGREEMENT: SOLAR ARRAY OPERATIONS AND MAINTENANCE	\$0
24-11144	iSun, Inc.	UPPER ROAD LLC	SERVICE AGREEMENT: SOLAR PV OPERATION AND MAINTENANCE AGREEMENT DTD 10/15/2020	\$0
24-11153	Peck Electric Co.	ALSO ENERGY INC	THIRD PARTY SERVICE AGREEMENT: RENEWAL NOTICE ESTIMATE #EST154132	\$0
24-11153	Peck Electric Co.	ARCH INSURANCE CO	INSURANCE POLICIES: WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE POLICY #ZAWCI9423406 (WORKERS COMPENSATION)	\$0
24-11153	Peck Electric Co.	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306 (AUTOMOBILE)	\$0
24-11153	Peck Electric Co.	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106 (GENERAL LIABILITY)	\$0
24-11153	Peck Electric Co.	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106 (GENERAL LIABILITY)	\$0
24-11153	Peck Electric Co.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306 (AUTOMOBILE)	\$0
24-11153	Peck Electric Co.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106 (GENERAL LIABILITY)	\$0
24-11153	Peck Electric Co.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106 (GENERAL LIABILITY)	\$0
24-11153	Peck Electric Co.	CHAMPLAIN MILL SOLAR LLC	Service Agreement	\$0
24-11153	Peck Electric Co.	CHAMPLAIN MILL SOLAR LLC	MAINTENANCE AGREEMENT: O&M PROPOSAL	\$0
24-11153	Peck Electric Co.	CHAMPLAIN MILL SOLAR LLC	MAINTENANCE AGREEMENT: O&M PROPOSAL DTD 5/5/2021	\$0
24-11153	Peck Electric Co.	CROSS POLLINATION SOLAR	MAINTENANCE AGREEMENT: OPERATION & MAINTENANCE SERVICES QUOTE DTD 1/29/2020	\$0
24-11153	Peck Electric Co.	ER ECHO CANOPY SOLAR LLC	MAINTENANCE AGREEMENT: OPERATIONS & MAINTENANCE AGREEMENT	\$0
24-11153	Peck Electric Co.	ER ECHO CANOPY SOLAR LLC	MAINTENANCE AGREEMENT: OPERATIONS & MAINTENANCE AGREEMENT	\$0
24-11153	Peck Electric Co.	FERRY ROAD SOLAR	MAINTENANCE AGREEMENT: FERRY ROAD PROPOSAL 2022	\$0
24-11153	Peck Electric Co.	FERRY ROAD SOLAR	MAINTENANCE AGREEMENT: O & M PROPOSAL DTD 3/8/2021	\$0
24-11153	Peck Electric Co.	GREEN LANTERN CONSTRUCTION LLC	MAINTENANCE AGREEMENT: OPERATIONS & MAINTENANCE AGREEMENT	\$0
24-11153	Peck Electric Co.	GREEN LANTERN SOLAR	MAINTENANCE AGREEMENT: NON-RENEWAL NOTICE LETTER DTD 4/2/2021	\$0
24-11153	Peck Electric Co.	KSI II HOLDCO A LLC	MAINTENANCE AGREEMENT: OPERATION & MAINTENANCE AGREEMENT	\$0

CASE #	DEBTOR NAME	COUNTER PARTY	CONTRACT DESCRIPTION	Cure Amount
24-11153	Peck Electric Co.	NATIONAL CHIMNEY SUPPLY	SERVICE AGREEMENT: PROPOSAL SOLAR ARRAY OPERATIONS AND MAINTENANCE DTD 5/25/2017	\$0
24-11153	Peck Electric Co.	NEDDE BANK	SERVICE AGREEMENT: PROPOSAL 3 YEAR SOLAR ARRAY OPERATIONS AND MAINTENANCE DTD 10/28/2021	\$0
24-11153	Peck Electric Co.	NOVUS HARDWICK SOLAR LLC	MAINTENANCE AGREEMENT: OPERATION & MAINTENANCE AGREEMENT	\$0
24-11153	Peck Electric Co.	NOVUS ROCKINGHAM SOLAR LLC	MAINTENANCE AGREEMENT: OPERATION & MAINTENANCE AGREEMENT	\$0
24-11153	Peck Electric Co.	PEOPLE'S UNITED BANK	SERVICE AGREEMENT: ROOF MOUNTED SOLAR PROPOSAL DTD 10/19/2021	\$0
24-11153	Peck Electric Co.	PHOENIX FEEDS	MAINTENANCE AGREEMENT: O&M PROPOSAL DTD 6/8/2021	\$0
24-11153	Peck Electric Co.	PILLSBURY EXCAVATING	MAINTENANCE AGREEMENT: O&M PROPOSAL DTD 4/20/2021	\$0
24-11153	Peck Electric Co.	REDSTONE COMMERCIAL GROUP	MAINTENANCE AGREEMENT: SOLAR ARRAY PREVENTIVE MAINTENANCE PROPOSAL DTD 2/13/2019	\$0
24-11153	Peck Electric Co.	REDSTONE COMMERCIAL GROUP	MAINTENANCE AGREEMENT: SOLAR ARRAY PREVENTIVE MAINTENANCE PROPOSAL DTD 2/13/2019	\$0
24-11153	Peck Electric Co.	SOUTH FORTY SOLAR, LLC	Service Agreement	\$0
24-11153	Peck Electric Co.	SOUTH FORTY SOLAR, LLC	MAINTENANCE AGREEMENT: OPERATIONS & MAINTENANCE SERVICES QUOTE DTD 1/1/2020	\$0
24-11153	Peck Electric Co.	SOUTH VILLAGE SOLAR	MAINTENANCE AGREEMENT: O & M PROPOSAL DTD 1/6/2021	\$0
24-11153	Peck Electric Co.	STRAFFORD ENERGY LLC	SERVICE AGREEMENT: SERVICES AGREEMENT	\$0
24-11153	Peck Electric Co.	STRAFFORD ENERGY LLC	SERVICE AGREEMENT: SERVICES AGREEMENT	\$0
24-11153	Peck Electric Co.	SUNWEALTH	MAINTENANCE AGREEMENT: UVM HOLLY COURT O&M PROPOSAL DTD 11/10/2020	\$0
24-11153	Peck Electric Co.	UNIVERSITY SOLAR 2 LLC	MAINTENANCE AGREEMENT: OPERATION & MAINTENANCE AGREEMENT	\$0
24-11153	Peck Electric Co.	VRS SOLAR SUNRISE ORCHARDS	MAINTENANCE AGREEMENT: O&M PROPOSAL DTD 4/2/2021	\$0
24-11154	SolarCommunities, Inc.	3JT LLC	Service Agreement	\$0
24-11154	SolarCommunities, Inc.	3JT LLC	Service Agreement	\$0
24-11154	SolarCommunities, Inc.	3JT LLC	Service Agreement	\$0
24-11154	SolarCommunities, Inc.	3JT LLC	Service Agreement	\$0
24-11154	SolarCommunities, Inc.	3JT LLC	SERVICE AGREEMENT: SOLAR EQUIPMENT PURCHASE AND INSTALLATION AGREEMENT	\$0
24-11154	SolarCommunities, Inc.	ARCH INSURANCE CO	INSURANCE POLICIES: WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE POLICY #ZAWCI9423406 (WORKERS COMPENSATION)	\$0
24-11154	SolarCommunities, Inc.	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306 (AUTOMOBILE)	\$0
24-11154	SolarCommunities, Inc.	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106 (GENERAL LIABILITY)	\$0
24-11154	SolarCommunities, Inc.	ARCH INSURANCE CO.	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106 (GENERAL LIABILITY)	\$0
24-11154	SolarCommunities, Inc.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306 (AUTOMOBILE)	\$0
24-11154	SolarCommunities, Inc.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106 (GENERAL LIABILITY)	\$0
24-11154	SolarCommunities, Inc.	ASSUREDPARTNERS NEW ENGLAND INC	INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106 (GENERAL LIABILITY)	\$0
24-11154	SolarCommunities, Inc.	RED HOOK CSA LLC	MAINTENANCE AGREEMENT: OPERATION & MAINT AGREEMENT	\$0
24-11154	SolarCommunities, Inc.	SUN CSA 24 LLC	SERVICE AGREEMENT: OPERATION, AND MAINTENANCE AGREEMENT	\$0
24-11154	SolarCommunities, Inc.	SUN CSA 25 LLC	SERVICE AGREEMENT: OPERATIONS & MAINTENANCE AGREEMENT	\$0
24-11154	SolarCommunities, Inc.	SUN CSA 6 LLC	SERVICE AGREEMENT: OPERATIONS & MAINTENANCE AGREEMENT	\$0

CASE #	DEBTOR NAME	COUNTER PARTY	CONTRACT DESCRIPTION	Cure Amount
24-11154	SolarCommunities, Inc.	SUN CSA 60 LLC	SERVICE AGREEMENT: OPERATION AND MAINTENANCE AGREEMENT	\$0
24-11154	SolarCommunities, Inc.	SUN CSA 9 LLC	SERVICE AGREEMENT: OPERATIONS & MAINTENANCE AGREEMENT	\$0
24-11154	SolarCommunities, Inc.	VERMONT LIVESTOCK SLAUGHTER AND PROCESSING LLC	SERVICE AGREEMENT: EQUIPMENT PURCHASE AND INSTALLATION AGREEMENT	\$0
24-11154	SolarCommunities, Inc.	WWSU SOLAR LLC	SERVICE AGREEMENT: OPERATIONS & MAINTENANCE AGREEMENT	\$0
24-11146	Hudson Valley Clean Energy, LLC	HVCE LLC	Land Lease	\$0
24-11148	iSun Energy LLC	APA SOLAR RACKING	Vendor Agreement	\$0
24-11148	iSun Energy LLC	APA SOLAR RACKING	Vendor Agreement	\$0
24-11148	iSun Energy LLC	JOHNSON, SONIA	Service Agreement	\$0
24-11148	iSun Energy LLC	JOHNSON, SONIA	Service Agreement	\$0
24-11148	iSun Energy LLC	JOHNSON, SONIA	Service Agreement	\$0
24-11149	iSun Industrial, LLC	EASTERN DEV CORP	Project Agreement	\$0
24-11149	iSun Industrial, LLC	EASTERN DEVELOPMENT CORP & ASSIGNS	Service Agreement	\$0
24-11149	iSun Industrial, LLC	GIRI JONESBORO SOLAR LLC	Project Agreement	\$0
24-11149	iSun Industrial, LLC	GREENFIELD CAPITAL LLC	Operating Agreement	\$0
24-11149	iSun Industrial, LLC	HALLADAY SOLAR LLC	Project Agreement	\$0
24-11149	iSun Industrial, LLC	HALLADAY SOLAR LLC	Project Agreement	\$0
24-11149	iSun Industrial, LLC	HALLADAY SOLAR LLC	Project Agreement	\$0
24-11149	iSun Industrial, LLC	LEBANON BERWICK HUBBARD SOLAR 1 LLC	Service Agreement	\$0
24-11149	iSun Industrial, LLC	LEBANON BERWICK HUBBARD SOLAR 1 LLC	Service Agreement	\$0
24-11149	iSun Industrial, LLC	LEBANON BERWICK HUBBARD SOLAR 1 LLC	Service Agreement	\$0
24-11149	iSun Industrial, LLC	LEBANON BERWICK HUBBARD SOLAR 1 LLC	Service Agreement	\$0
24-11149	iSun Industrial, LLC	LEBANON WEST LEBANON SOLAR 1 LLC	Service Agreement	\$0
24-11149	iSun Industrial, LLC	LEBANON WEST LEBANON SOLAR 1 LLC	Service Agreement	\$0
24-11149	iSun Industrial, LLC	LIMERICK RANGE SOLAR 1 LLC	Service Agreement	\$0
24-11149	iSun Industrial, LLC	LIMERICK RANGE SOLAR 1 LLC	Service Agreement	\$0
24-11149	iSun Industrial, LLC	NAPLES OLD COUNTY SOLAR 1 LLC	Service Agreement	\$0
24-11149	iSun Industrial, LLC	NAPLES OLD COUNTY SOLAR 1 LLC	Service Agreement	\$0
24-11149	iSun Industrial, LLC	NAPLES ROOSEVELT TRAIL SOLAR 1 LLC	Service Agreement	\$0
24-11149	iSun Industrial, LLC	NAPLES ROOSEVELT TRAIL SOLAR 1 LLC	Service Agreement	\$0
24-11149	iSun Industrial, LLC	PARSONSFIELD SOKOKIS SOLAR 1 LLC	Service Agreement	\$0
24-11149	iSun Industrial, LLC	PARSONSFIELD SOKOKIS SOLAR 1 LLC	Service Agreement	\$0
24-11149	iSun Industrial, LLC	SIMON PEARCE	Project Agreement	\$0
24-11149	iSun Industrial, LLC	SIMON PEARCE	Project Agreement	\$0
24-11149	iSun Industrial, LLC	SIMON PEARCE	Project Agreement	\$0
24-11149	iSun Industrial, LLC	SSI DEVCO LLC	Project Agreement	\$0
24-11149	iSun Industrial, LLC	STANDISH BONNY EAGLE SOLAR 1 LLC	Service Agreement	\$0
24-11149	iSun Industrial, LLC	STANDISH BONNY EAGLE SOLAR 1 LLC	Service Agreement	\$0
24-11149	iSun Industrial, LLC	STONE MILL SOLAR LLC	Project Agreement	\$0
24-11149	iSun Industrial, LLC	STONE MILL SOLAR LLC	Project Agreement	\$0
24-11149	iSun Industrial, LLC	STONE MILL SOLAR LLC	Project Agreement	\$0
24-11149	iSun Industrial, LLC	STONE MILL SOLAR LLC	Project Agreement	\$0
24-11149	iSun Industrial, LLC	SV CONSTRUCTION LLC	Project Agreement	\$0
24-11149	iSun Industrial, LLC	SV CONSTRUCTION LLC	Project Agreement	\$0
24-11149	iSun Industrial, LLC	SV CONSTRUCTION LLC	Project Agreement	\$0
24-11149	iSun Industrial, LLC	SV CONSTRUCTION LLC	Project Agreement	\$0
24-11149	iSun Industrial, LLC	SV CONSTRUCTION LLC	Project Agreement	\$0
24-11149	iSun Industrial, LLC	SV CONSTRUCTION LLC	Project Agreement	\$0
24-11149	iSun Industrial, LLC	SV CONSTRUCTION LLC	Project Agreement	\$0
24-11149	iSun Industrial, LLC	SV CONSTRUCTION LLC	Project Agreement	\$0
24-11149	iSun Industrial, LLC	SV CONSTRUCTION LLC	Project Agreement	\$0
24-11149	iSun Industrial, LLC	SV CONSTRUCTION LLC	Project Agreement	\$0
24-11149	iSun Industrial, LLC	TROLLEY TRACKS SOLAR LLC	Project Agreement	\$0
24-11149	iSun Industrial, LLC	TROLLEY TRACKS SOLAR LLC	Project Agreement	\$0

CASE #	DEBTOR NAME	COUNTER PARTY	CONTRACT DESCRIPTION	Cure Amount
24-11149	iSun Industrial, LLC	TROLLEY TRACKS SOLAR LLC	Project Agreement	\$0
24-11149	iSun Industrial, LLC	TROLLEY TRACKS SOLAR LLC	Project Agreement	\$0
24-11149	iSun Industrial, LLC	TROLLEY TRACKS SOLAR LLC	Project Agreement	\$0
24-11144	iSun, Inc.	AURORA SOLAR INC	Vendor Agreement	\$0
24-11144	iSun, Inc.	AURORA SOLAR INC	Vendor Agreement	\$ 16,000.00
24-11144	iSun, Inc.	NOVUS ROCK PIT SOLAR LLC	Project Agreement	\$0
24-11144	iSun, Inc.	QUICKBASE INC	IT/Service Agreement	\$0
24-11144	iSun, Inc.	APA SOLAR RACKING	Vendor Agreement	\$0
24-11144	iSun, Inc.	ELECTRICAL CONTRACTORS ASSOC OF GREATER BOSON INC	Union Contract	\$0
24-11144	iSun, Inc.	ELECTRICAL CONTRACTORS OF VERMONT	Union Contract	\$0
24-11144	iSun, Inc.	GERVAIS, EDWARD & SHIRLEY	Service Agreement	\$ 2,871.71
24-11144	iSun, Inc.	IBEW LOCAL #300	Union Contract	\$ 487,555.75
24-11144	iSun, Inc.	IBEW LOCAL #567	Union Contract	\$ 326,184.80
24-11144	iSun, Inc.	MATT DUNE & SARAH TAYLOR	Service Agreement	\$ 2,500.00
24-11153	Peck Electric Co.	NORTHERN LIFT TRUCKS INC	Vendor Agreement	\$0
24-11153	Peck Electric Co.	NORTHERN LIFT TRUCKS INC	Vendor Agreement	\$0
24-11153	Peck Electric Co.	RESILIENT NETWORKS INC	IT Provider Agreement	\$ 582.01
24-11153	Peck Electric Co.	SOLAFLECT PROPERTIES V LLC	Service Agreement	\$ 5,378.06
24-11153	Peck Electric Co.	TRIMBLE INC	IT/Service Agreement	\$0
24-11153	Peck Electric Co.	UNSWORTH PROPERTIES LLC	Office Lease	
24-11153	Peck Electric Co.	UNSWORTH PROPERTIES LLC	Office Lease	\$ 19,962.00
24-11153	Peck Electric Co.	WEST RIVER MODIFIED UNION EDUCATION DIST	Service Agreement	\$ 26,000.00
24-11154	SolarCommunities, Inc.	AURORA SOLAR INC	Vendor Agreement	\$0
24-11154	SolarCommunities, Inc.	AURORA SOLAR INC	Vendor Agreement	\$ 24,761.55
24-11154	SolarCommunities, Inc.	INDUSTRY LANDING 1155 LLC	Office Lease	\$0
24-11154	SolarCommunities, Inc.	INDUSTRY LANDING 1155 LLC	Office Lease	\$0
24-11154	SolarCommunities, Inc.	KIA MOTORS FINANCE	Vehicle Lease	\$0
24-11154	SolarCommunities, Inc.	KIA MOTORS FINANCE	Vehicle Lease	\$0
24-11154	SolarCommunities, Inc.	KIA MOTORS FINANCE	Vehicle Lease	\$0
24-11154	SolarCommunities, Inc.	KIA MOTORS FINANCE	Vehicle Lease	\$0
24-11154	SolarCommunities, Inc.	KONICA MINOLTA PREMIER FINANCE	IT/Service Agreement	\$0
24-11154	SolarCommunities, Inc.	MALONE US ROUTE 2 WATERBURY PROPERTIES LLC	Office Lease	\$0
24-11154	SolarCommunities, Inc.	MALONE US ROUTE 2 WATERBURY PROPERTIES LLC	Office Lease	\$ 235.00
24-11154	SolarCommunities, Inc.	MALONE US ROUTE 2 WATERBURY PROPERTIES LLC	Office Lease	\$0
24-11154	SolarCommunities, Inc.	ORACLE AMERICA INC	IT/Service Agreement	\$ 623.70
24-11154	SolarCommunities, Inc.	ORACLE AMERICA INC	IT/Service Agreement	\$ 3,528.36
24-11154	SolarCommunities, Inc.	ORACLE AMERICA INC	IT/Service Agreement	\$ 25,586.04
24-11154	SolarCommunities, Inc.	PAYLOCITY CORPORATION	IT/Service Agreement	\$0
24-11154	SolarCommunities, Inc.	PROMEVO LLC	IT/Service Agreement	\$ 2,412.00
24-11154	SolarCommunities, Inc.	SALESFORCE INC	IT License	\$0
24-11154	SolarCommunities, Inc.	SALESFORCE INC	IT License	\$ 21,193.20
24-11154	SolarCommunities, Inc.	SYMQUEST GROUP INC	IT/Service Agreement	\$ 1,194.22
24-11154	SolarCommunities, Inc.	VONAGE	IT/Service Agreement	\$0

Exhibit 3

Closing Period Budget

iSun, Inc.					
Budget through Close of 8/23					
Proj. Closing					
Week	0	1(a)	1(b)	2	3-Week Total
Date (Week Ending)	8/16	8/19-8/20	8/21-8/23	8/30	
Budget/Actual	Actual	Actual	Budget	Budget	
CASH FLOW					
RECEIPTS					
iSun Receivables	5,543	1,836	118,164	-	125,543
Solar Asset	-	-	50,000	-	50,000
Customer Receipts	5,543	1,836	168,164	-	175,543
SunCommon Cash Receipts	166,862	197,785	65,386	-	430,033
SunCommon Undeposited Funds	-	115,976	26,313	-	142,289
Liberty Cash Receipts	20,428	-	20,000	-	40,428
Other Receipts	187,290	313,761	111,699	-	612,750
Pre-DIP Funds / DIP Financing	500,000	-	250,000	108,453	858,453
(+) Additional DIP Financing for Materials for 8/23	-	-	382,215	-	382,215
(+) Additional DIP Financing to resolve Restricted Cash	-	-	65,431	-	65,431
Total Pre-DIP Funds / DIP Financing	500,000	-	697,646	108,453	1,306,099
TOTAL RECEIPTS	\$ 692,833	\$ 315,596	\$ 977,510	\$ 108,453	\$ 2,094,392
DISBURSEMENTS					
Payroll & Benefits ^[1]					
Payroll - iSun (Peck)	49,383	-	55,000	-	104,383
Payroll - iSun (Industrial)	109,557	-	-	-	109,557
Payroll - iSun (Corporate)	51,337	-	-	-	51,337
Payroll - Liberty	112,825	-	-	-	112,825
Payroll - SunCommon VT	292,053	-	-	-	292,053
Payroll - SunCommon NY	-	-	31,181	-	31,181
Benefits - PTO	-	-	-	-	-
Benefits - Liberty	30,148	(8,231)	19,162	-	41,079
Benefits - iSun Union	-	-	-	-	-
Benefits - iSun Non-Union	8,318	2,643	9,693	-	20,655
Benefits - SunCommon	6,170	36,610	2,536	-	45,317
Expense Reimbursements - SunCommon	7,175	5,188	5,596	-	17,960
Total Payroll and Related	\$ 666,965	\$ 36,211	\$ 123,169	\$ -	\$ 826,345
Operating Expenses					
Materials - Post Petition, Not Assumed Project Costs ^[1]	-	-	20,391	39,609	60,000
Materials - Liberty	-	-	65,000	-	65,000
Materials - SunCommon	-	-	317,215	-	317,215
Rent - iSun (Williston VT)	-	13,308	-	-	13,308
Rent - SunCommon (Waterbury VT) ^[1]	-	-	-	-	-
Rent - SunCommon (Kingston NY) ^[1]	-	-	-	-	-
SalesForce - SunCommon ^[1]	-	-	-	-	-
Engineering/Consulting Fees	6,615	-	1,750	-	8,365
Actual Disbursements (8/12 - 8/16) - Liberty ^[3]	90,232	-	-	-	90,232
Actual Disbursements (8/19 - 8/20) - SunCommon ^[3]	19,103	3,787	1,285	-	24,175
Actual Checks (8/19 - 8/20) - SunCommon ^[3]	23,556	14,770	-	-	38,326
Actual Disbursements (8/19 - 8/20) - iSun	17,608	430	-	-	18,038
Other Expenses - Change in Petty Cash	154	571	-	-	725
Total Operating Expenses	\$ 157,268	\$ 32,866	\$ 405,641	\$ 39,609	\$ 635,384
CASH FLOW FROM OPERATIONS	\$ (131,400)	\$ 246,519	\$ 448,700	\$ 68,844	\$ 632,663
Non-Operating Disbursements					
Company CFO/CRO and FA	-	96,111	51,874	38,676	186,661
Investment Banker	-	-	50,000	31,968	81,968
Bankruptcy Counsel	-	74,953	115,515	38,676	229,144
Company Counsel	15,000	-	31,000	10,000	56,000
Claims & Noticing Agent	-	-	157,190	25,000	182,190
Unsecured Creditors Committee Professional Fees	-	-	300,000	38,676	338,676
Board Counsel	17,971	-	-	-	17,971
DIP Legal Lender Fees	-	-	21,445	-	21,445
US Trustee Fees	-	15,983	-	39,780	55,763
Total Non-Operating Disbursements	\$ 32,971	\$ 187,047	\$ 727,024	\$ 222,776	\$ 1,169,818
TOTAL DISBURSEMENTS	\$ 857,204	\$ 256,125	\$ 1,255,834	\$ 262,385	\$ 2,631,547
NET CASH FLOW	\$ (164,371)	\$ 59,472	\$ (278,324)	\$ (153,932)	\$ (537,155)
CUMULATIVE NET CASH FLOW	\$ (104,899)	\$ 59,472	\$ (218,852)	\$ (372,784)	
ROLLFORWARDS					
CASH ON HAND					
Beginning Consolidated Cash Balances	637,130	472,759	532,231	146,942	\$ 637,130
Net Cash Flow	(164,371)	59,472	(278,324)	(153,932)	(537,155)
Less: Restricted SunCommon Cash	-	-	(106,965)	-	(106,965)
Ending Balance	\$ 472,759	\$ 532,231	\$ 146,942	\$ (6,991)	\$ (6,991)

Notes:

[1] DIP will make payroll payments through close. All Accrued Payroll, Benefits and Expense Reimbursements will be assumed by Clean Royalties.

[2] Actual activity based on Bank Activity through 8/19.

[3] This updated Budget DOES INCLUDE the payment of approx. \$524,981 of Administrative Expenses detailed below:

- a. Approx. \$55,043 of Administrative Expenses classified as iSun Non-Project AP based on 8/16 draft A/P-A/R Reconciliation.
- b. Approx. \$4,860 of Administrative Expenses classified as iSun - Unclassified Projects based on 8/16 draft A/P-A/R Reconciliation.
- c. Approx. \$162,344 of Administrative Expenses related to SunCommon based on 8/16 draft A/P-A/R Reconciliation.
- d. Approx. \$16,624 of net Administrative Expenses related to Liberty based on 8/16 draft A/P-A/R Reconciliation.
- e. Approx. \$286,110 of 503(b)(9) claims at SunCommon based on 8/16 draft A/P-A/R Reconciliation.

[4] Non-Operating Disbursement Budget Capped at \$2.9M. England & Co. Success Fee paid out of Sales Proceeds (per Retention Order). Current Non-Operating Budget reflects addition of Advertising Costs associated with sale (NY Times and Business Wire).

Exhibit 4 - Tranche 4 Borrowing Notice

Dated: August 26, 2024

Clean Royalties, LLC
Attn. Joshua Sanger
1401 McKinney Street, Suite 900
Houston, TX 77010
Mr. Sanger:

This Borrowing Notice is delivered to you pursuant to (i) the Amended and Restated DIP Term Sheet, executed as of July 9, 2024 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Amended DIP Term Sheet”), as authorized on a final basis by that certain *Final Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364 and 507 (I) Authorizing the Debtors to Obtain Postpetition Financing; (II) Granting Liens And Superpriority Administrative Expense Claims; (III) Authorizing The Use Of Cash Collateral; (IV) Granting Adequate Protection To Prepetition Secured Parties; (V) Modifying The Automatic Stay; (VI) Scheduling Final Hearing; And (VII) Granting Related Relief* [Docket No. 177] (the “Final DIP Order”) entered on July 9, 2024 by the United States Bankruptcy Court for the District of Delaware in those certain chapter 11 cases jointly administered as *In re iSun, Inc., et al.*, Case No. 24-11144 (TMH), between the Borrowers thereunder and Clean Royalties, LLC, as DIP Lender, and (ii) that certain order authorizing the sale of substantially all of the Borrowers’ assets to Clean Royalties, LLC and its designees as the Purchaser [Docket No. XX] (the “Sale Order”). Unless otherwise defined, terms used herein have the meanings provided in the Amended DIP Term Sheet.

The Borrowers hereby give you notice of and request a Tranche 4 DIP Loan under the DIP Term Sheet and Final DIP Order (the “Proposed Borrowing”) for the account of the Borrowers, and in connection therewith set forth below the information relating to such Proposed Borrowing:

1. The funding date of the Proposed Borrowing is August 27, 2024.
2. The amount of the Proposed Borrowing is \$[_____].

The Borrowers and the undersigned hereby certify that (i) the representations and warranties of the Borrowers required to be made under the section of the DIP Term Sheet titled “Representations and Warranties” and (ii) the following statements, each are true on the date hereof, and will be true on the date of the Proposed Borrowing requested hereby, before and immediately after giving effect thereto and to the application of the proceeds therefrom:

- (a) All of the Debtors’ bank accounts are set forth on Schedule 2 hereto.
- (b) All cash and checks received by the Borrowers from the Petition Date through August 23, 2024 have been deposited into one of the Borrowers’ bank accounts set forth on Schedule 2 hereto;
- (c) The aggregate amount on deposit in all of the Borrowers’ bank accounts as of 11:59 p.m. (ET) on August 23, 2024 is set forth on Schedule 2 hereto;
- (d) From August 19, 2024 through August 23, 2024 at 11:59 pm (ET), Borrowers made the disbursements set forth on Schedule 3 hereto;

- (e) No default, breach, or Event of Default shall have occurred or be continuing under the DIP Term Sheet or the Interim DIP Order, other than [____]; and
- (f) each of the other conditions precedent set forth in the DIP Term Sheet and the Final DIP Order have been satisfied.

Please transfer the proceeds of the Proposed Borrowing in accordance with the transfer directions set forth on Schedule 1 attached hereto.

[Signature page follows]

IN WITNESS WHEREOF, the Borrowers have caused this Borrowing Notice to be executed and delivered this 23d day of August 2024.

BORROWERS:

iSun, Inc.
Hudson Solar Service, LLC
Hudson Valley Clean Energy, Inc.
iSun Corporate, LLC
iSun Energy LLC
iSun Industrial, LLC
iSun Residential, Inc.
iSun Utility, LLC
Liberty Electric, Inc.
Peck Electric Co.
SolarCommunities, Inc.
Sun CSA 36, LLC

By: _____
Name: Rob Vanderbeek
Title: Chief Restructuring Officer

SCHEDULE 1

Wire Transfer Instructions

SCHEDULE 2

Disbursements

SCHEDULE 3

Bank Account Balances

EXHIBIT B

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

iSun, Inc., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11144 (TMH)

(Jointly Administered)

**ORDER (I) APPROVING THE SALE OF THE DEBTORS' ASSETS FREE AND
CLEAR; (II) APPROVING THE ASSUMPTION AND ASSIGNMENT OF CONTRACTS
AND LEASES; AND (III) GRANTING RELATED RELIEF**

Upon the motion dated June 7, 2024 [Dkt. No. 65] (the "Motion")² of the Debtors for entry of an order (this "Order"), pursuant to sections 105(a), 363, and 365 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") (i) approving the sale (the "Sale") of the Acquired Assets (as defined in the Stalking Horse Agreement) free and clear of all liens, claims, encumbrances, and other interests (as described herein), in accordance with the terms and conditions contained in that certain *Amended and Restated Asset Purchase Agreement*, dated as of ~~August 1, 2024~~ August 22, 2024 (as amended and supplemented from time to time and including the exhibits and schedules thereto, the "Stalking Horse Agreement"),³ by and among the Debtors and Clean

¹ The Debtors in these Chapter 11 cases, along with the last four (4) digits of their federal tax identification numbers, are: (i) iSun, Inc. ("iSun") (0172) (ii) Hudson Solar Service, LLC ("Hudson") (1635); (iii) Hudson Valley Clean Energy, Inc. ("Hudson Valley") (8214); (iv) iSun Corporate, LLC ("iSun Corporate") (4391); (v) iSun Energy, LLC ("iSun Energy") (1676); (vi) iSun Industrial, LLC ("iSun Industrial") (4333); (vii) iSun Residential, Inc. ("iSun Residential") (3525); (viii) iSun Utility, LLC ("iSun Utility") (4411); (ix) Liberty Electric, Inc. ("Liberty") (8485); (x) Peck Electric Co. ("Peck") (5229); (xi) SolarCommunities, Inc. ("SolarCommunities") (7316); and (xii) Sun CSA 36, LLC ("Sun CSA") (7316); (collectively referred to as the "Debtors"). The Debtors' mailing address is: 400 Avenue D, Suite 10 Williston, Vermont 05495, with copies to Gellert Seitz Busenkell & Brown LLC, Attn: Michael Busenkell, 1201 N. Orange Street, Suite 300, Wilmington, DE 19801.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Stalking Horse Agreement (as defined herein), the Motion or the Bidding Procedures Order (as defined herein).

³ A true and correct copy of the Stalking Horse Agreement is attached hereto as Exhibit 1.

Royalties, LLC (together with any affiliated assignee or designee, the “Purchaser”); (ii) approving the assumption and assignment of certain executory contracts and leases set forth on Exhibit 2 attached hereto (the “Assumed Contracts”); (iii) authorizing the Debtors to take all actions necessary to consummate the transactions contemplated by the Stalking Horse Agreement (the foregoing clauses (i)–(iii) collectively, the “Sale Transaction”); and (iv) granting related relief, all as more fully set forth in the Motion; and this Court having entered the *Order (I) Approving Bid Procedures in Connection with the Sale of Substantially All of the Debtors’ Assets, (II) Scheduling an Auction and a Sale Hearing, (III) Approving the Form and Manner of Notice Thereof, (IV) Authorizing the Debtors to Enter into the Stalking Horse Agreement, (V) Approving Procedures for the Assumption and Assignment of Contracts and Leases, and (VI) Granting Related Relief*; [Dkt. No. 183] (the “Bidding Procedures Order”); and the Debtors having determined that the Purchaser has submitted the highest or otherwise best bid for the Acquired Assets, in accordance with the Bidding Procedures; and the Court having held a hearing on August 12, 2024 (the “Sale Hearing”), to approve the Sale Transaction; and the Court having reviewed and considered (a) the Motion, (b) the objections to the Motion or the Sale, if any, (c) all other pleadings filed in support of the Motion, and (d) the arguments of counsel made, and the evidence proffered or adduced, in connection with the Sale Hearing and any other hearing related to the Motion; and due notice of the Motion and the form of this Order having been provided; and all objections to the Sale Transaction and this Order having been withdrawn, resolved or overruled; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors and all other parties in interest; and upon the record of the Sale Hearing and the Chapter 11 Cases; and after due deliberation thereon; and good cause appearing therefore,

THE COURT HEREBY FINDS AS FOLLOWS:

Jurisdiction, Final Order, and Statutory Predicates

A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b) and the Court may enter a final order hereon under Article III of the U.S. Constitution.

B. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. This Order constitutes a final order within the meaning of 28 U.S.C. §158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein. Accordingly, there is sufficient cause to lift the stay contemplated by Bankruptcy Rules 6004(h) and 6006(d) with regards to the transactions contemplated by this Order.

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

E. The predicates for the relief requested by this Motion are sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014 and Rule 6004-1 of the Local Rules for the United States Bankruptcy Court for the District of Delaware (the "Local Rules").

Corporate Authority

F. Upon entry of this Order, each of the Debtors has, to the extent necessary and applicable, (i) full corporate power and authority to execute and deliver the Stalking Horse Agreement and all other documents contemplated thereby (collectively, the “Transaction Documents”), (ii) all corporate authority necessary to consummate the transactions contemplated by the Stalking Horse Agreement and the other Transaction Documents, and (iii) taken (or will be deemed to have taken) all corporate action and formalities necessary to authorize and approve the Stalking Horse Agreement, any other Transaction Documents, and the consummation of the transactions contemplated thereby. The Sale Transaction has been duly and validly authorized by all necessary corporate action. No consents or approvals other than those expressly provided for in the Stalking Horse Agreement are required for the Debtors to consummate the Sale Transaction, the Stalking Horse Agreement, the other Transaction Documents or the transactions contemplated thereby.

Retention of Jurisdiction

G. It is necessary and appropriate for the Court to retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order, the Stalking Horse Agreement, the other Transaction Documents, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are a party or which has been assigned by the Debtors to the Purchaser, and to adjudicate, if necessary, any and all disputes involving the Debtors concerning or relating in any way to, or affecting, the Sale Transaction or the transactions contemplated in the Stalking Horse Agreement and the other Transaction Documents.

**Notice of Sale, Auction, Sale Hearing,
Stalking Horse Agreement and Assumption and Assignment**

H. Actual written notice of the Motion, the Sale Transaction, the Auction, the Sale Hearing, and transactions contemplated thereby, and a fair and reasonable opportunity to object and to be heard with respect to the Motion and the relief requested therein, has been given to all interested persons and entities, including, without limitation, the following parties: (i) the office of the U.S. Trustee for the District of Delaware; (ii) counsel to the official committee of unsecured creditors, if one is appointed; (iii) counsel to the Stalking Horse Bidder; (iv) counsel to the Prepetition Lender; (v) all parties known by the Debtors to assert a lien on any of the Acquired Assets; (vi) all entities reasonably known to have expressed an interest in a transaction with respect to any of the Acquired Assets during the past twelve (12) months; (vii) the United States Attorney's Office for the District of Delaware; (viii) the Internal Revenue Service; (ix) all state and local taxing authorities where the Debtors are formed or operate or that otherwise have an interest in the Acquired Assets; (x) the offices of the attorneys general for the states in which the Debtors operate; (xi) all other governmental agencies with an interest in the Sale and Sale Transactions; (xii) the office of the secretary of state in each state in which the Debtors operate or are organized; (xiii) all environmental authorities having jurisdiction over any of the Acquired Assets; (xiv) all other parties known or reasonably believed to have asserted an interest in the Acquired Assets; (xv) the counterparties to the Assumed Contracts (the "Assumed Contract Counterparties"); (xvi) the Debtors' insurance carriers; (xvii) all known creditors of the Debtors; (xviii) all registered holders of equity interests in the Debtors; and (xix) any party that has requested notice pursuant to Bankruptcy Rule 2002.

I. In addition, the Debtors have caused notice of the Motion, the Sale, the Auction, and the Sale Hearing to be published in *The Burlington Free Press* on July 14, 2024 and *The New*

York Times on July 15, 2024 [see Dkt. No. 289]. Such notice was sufficient and reasonably calculated under the circumstances to reach persons or entities whose identities are not reasonably ascertained by the Debtors.

J. In accordance with the provisions of the Bidding Procedures Order and the Assumption Procedures, the Debtors have served the *Amended Notice of Potential Contract Assumption and Assignment* [Dkt. No. 186] and three supplements thereto [Dkt. Nos. 226, 230, 321] (collectively, the “Assumption Notice”) upon the Assumed Contract Counterparties, which provided notice (i) that the Debtors seek to assume and assign to the Purchaser the Assumed Contracts, and (ii) the relevant cure costs for the Assumed Contracts. Service of such Assumption Notice was good and sufficient, and appropriate under the particular circumstances, and no other or further notice of the assumption and assignment of the Assumed Contracts or the cure costs is or shall be required. Each of the Assumed Contract Counterparties has had an adequate opportunity to object to the Cure Amounts set forth in the Cure Notice and to the assumption and assignment to the Purchaser of the applicable Assumed Contracts, including objections related to the adequate assurance of future performance and objections based on whether applicable law excuses the counterparty from accepting performance by, or rendering performance to, the Purchaser (or its designee) for purposes of Bankruptcy Code section 365(c)(1). All objections, responses, or requests for adequate assurance, if any, have been resolved, overruled, or denied, as applicable.

K. As evidenced by the affidavits of service and publication previously filed with the Court, and based on the representations of counsel at the Sale Hearing, proper, timely, adequate, and sufficient notice of the Motion, the Bidding Procedures, the Auction, the Sale Hearing, and the Sale Transaction has been provided in accordance with sections 102(l), 363, and 365 of the

Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 6006, and Local Rules 2002-1, 6004-1, and 9013-1. The Debtors have complied with all obligations to provide notice of the Motion, the Bidding Procedures, the Sale Hearing, and the Sale Transaction as required by the Bidding Procedures Order. The notices described herein were good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Sale Transaction, the Auction, the Sale Hearing, or the assumption and assignment of the Assumed Contracts to the Purchaser is or shall be required.

Business Judgment

L. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for, and compelling circumstances to promptly consummate, the Sale Transaction and the other transactions contemplated by the Transaction Documents. Entry into the Transaction Documents and the consummation of the transactions contemplated thereby, including the Sale Transaction and the assumption and assignment of the Assumed Contracts, constitutes a reasonable exercise of the Debtors' sound business judgment and such acts are in the best interests of the Debtors, their estates, and all parties in interest. Such business reasons include, but are not limited to, the following: (i) the Stalking Horse Agreement constitutes the highest and best offer for the Acquired Assets; (ii) the Sale Transaction presents the best opportunity to maximize the value of the Debtors' estates and is beneficial to the Debtors' estates and is in the best interests of the Debtors and their stakeholders; and (iii) unless the Sale Transaction and all of the other transactions contemplated by the Transaction Documents are concluded expeditiously, recoveries to creditors may be diminished.

Highest and Best Offer

M. As demonstrated by the *Declaration of Rob Vanderbeek in Support of Debtors' Selection of Successful Bidder and the Proposed Sale Transaction* [Dkt. No. 839] and *Declaration of Richard NeJame in Support of Debtors' Selection of Successful Bidder and the Proposed Sale Transaction* [Dkt. No. 837], the Debtors conducted a sale process in accordance with, and have otherwise complied in all respects with, the Bidding Procedures Order.

N. The sale process set forth in the Bidding Procedures Order afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Acquired Assets. The sale process and the Bidding Procedures were non-collusive, duly noticed, and provided a full, fair and reasonable opportunity for any entity to make an offer to purchase the Acquired Assets. In accordance with the Bidding Procedures, the Debtors determined that the bid submitted by the Purchaser and memorialized by the Stalking Horse Agreement is the Successful Bid (as defined in the Bidding Procedures). The Purchaser was the Successful Bidder (as defined in the Bidding Procedures) for the Acquired Assets in accordance with the Bidding Procedures Order and the Bidding Procedures. The Stalking Horse Agreement constitutes the overall highest and best offer for the Acquired Assets. No other person or entity or group of persons or entities has offered to purchase the Acquired Assets, on acceptable or more favorable terms, for an amount that would give greater economic value to the Debtors than the value being provided by the Purchaser pursuant to the Stalking Horse Agreement in the timeframe contemplated by the Bidding Procedures Order. The Debtors' determination that the Stalking Horse Agreement constitutes the highest and best offer for the Acquired Assets constitutes a valid and sound exercise of the Debtors' business judgment. Among other things, the Sale Transaction

is the best alternative available to the Debtors to maximize the return to their estates. The terms and conditions of the Stalking Horse Agreement are fair and reasonable.

No Fraudulent Transfer

O. The consideration provided by the Purchaser for the Acquired Assets pursuant to the Stalking Horse Agreement (i) is fair and reasonable, (ii) is the highest and best offer for the Acquired Assets, (iii) will provide a greater recovery for the Debtors' creditors than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value, fair consideration and fair value under the Bankruptcy Code and applicable law, including, without limitation, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, and any other applicable law.

P. The Purchaser is not a continuation of the Debtors or their respective estates and the Purchaser is not holding itself out to the public as a continuation of the Debtors or their respective estates and the Sale Transaction does not amount to a consolidation, merger, or *de facto* merger of the Purchaser and the Debtors.

Good Faith of Purchaser

Q. The Transaction Documents were negotiated, proposed and entered into by the Debtors and the Purchaser without collusion, in good faith, and from arm's-length bargaining positions. None of the Debtors, the Purchaser, any other party in interest, or any of their respective representatives has engaged in any conduct that would cause or permit the Transaction Documents, or the consummation of the Sale Transaction, to be avoidable or avoided, or for costs or damages to be imposed, under 11 U.S.C. § 363(n), or has acted in bad faith or in any improper or collusive manner with any person or entity in connection therewith. Specifically, the Purchaser has not acted in a collusive manner with any person or entity and the Purchase Price was not controlled by any

agreement among bidders. The Purchaser is not an “insider” of the Debtors as defined in Bankruptcy Code section 101(31).

R. The Purchaser is a good faith purchaser for value and, as such, is entitled to all of the protections afforded under 11 U.S.C. § 363(m) and any other applicable or similar bankruptcy and non-bankruptcy law. The Purchaser has acted in good faith and in compliance with the terms of the Bidding Procedures and the Bidding Procedures Order in all respects. Specifically: (i) the Purchaser recognized that the Debtors were free to deal with any other party interested in purchasing the Acquired Assets; (ii) the Purchaser complied in all respects with the provisions in the Bidding Procedures Order; (iii) the Purchaser agreed to subject its bid to the competitive Bidding Procedures set forth in the Bidding Procedures Order; (iv) all payments to be made by the Purchaser pursuant to the Stalking Horse Agreement have been disclosed; (v) no common identity of directors, officers or controlling stockholders exists among the Purchaser and the Debtors; (vi) the negotiation and execution of the Transaction Documents were at arm’s-length and in good faith, and at all times each of the Purchaser and the Debtors were represented by competent counsel of their choosing; (vii) the Purchaser did not in any way induce or cause the Debtors’ filing of these Chapter 11 Cases; and (viii) the Purchaser has not acted in a collusive manner with any person or entity. The Purchaser will be acting in good faith within the meaning of 11 U.S.C. § 363(m) in closing the transactions contemplated by the Stalking Horse Agreement.

Satisfaction of Section 363(f)

S. The Debtors may sell the Acquired Assets free and clear of all Liens (as defined in the Stalking Horse Agreement), encumbrances, claims (including those that constitute a “claim” as defined in section 101(5) of the Bankruptcy Code), rights, obligations, liabilities, and any other interest of any kind or nature whatsoever against the Debtors or the Acquired Assets, including,

without limitation, any liabilities, debts or obligations arising under or out of, in connection with, or in any way relating to, any acts or omissions, agreements, rights, suits, demands, guaranties, contract rights, contractual commitments, licenses, restrictions (including, without limitation, any restriction on the use, voting rights, transfer rights, claims for receipt of income, or other exercise of any attributes of ownership), hypothecations, charges, indentures, loan agreements, instruments, leases, options, option rights or claims, deeds of trust, security interests, equity interests, conditional sale rights or other title retention agreements, sales, purported sales, assignment and purported assignments of future receipts, claims, rights or interests (including purported undivided partial interests) arising out of “merchant cash advance” agreements or similar agreements, pledges, judgments, demands, rights of first refusal, offsets, rights of setoff, rights of recovery, reimbursement rights, contribution claims, indemnity rights, exoneration rights, product liability claims, alter-ego claims, environmental rights and claims, labor rights and claims, employment rights and claims, pension rights and claims, employee benefits rights and claims, wage claims, tax claims (including, without limitation, claims for taxes of or against the Debtors or their assets), assessments, assertions of regulatory violations by any governmental entity, decrees of any court or foreign or domestic governmental entity, charges of any kind or nature, debts arising in any way in connection with any agreements, acts, or failures to act, reclamation claims, obligation claims, contractual or other commitment rights and claims, rights of licensees or sublicensees under section 365(n) of the Bankruptcy Code or any similar statute, the costs and expenses of the administration of the Debtors’ estates, all other matters of any kind and nature, any derivative, vicarious, transferee or successor liability claims, and any other rights, claims or causes of action (whether in law or in equity, under any law, statute, rule or regulation of the United States, any state, territory, or possession thereof or the District of Columbia), whether arising prior to or

subsequent to the commencement of these Chapter 11 Cases, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, legal or equitable, secured or unsecured, senior or subordinated, and whether imposed by agreement, understanding, law, equity or otherwise, arising under or out of, in connection with, or in any way related to the Debtors (or their predecessors), the Debtors' interests in the Acquired Assets, the operation of the Debtors' businesses before the Closing (as defined in the Stalking Horse Agreement), or the transfer of the Debtors' interests in the Acquired Assets to Purchaser, and of all Excluded Liabilities (as defined in the Stalking Horse Agreement) (collectively, and excluding any Assumed Obligations and Assumed Indebtedness, the "Interests"), because, with respect to any party asserting an Interest, one or more of the standards set forth in sections 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Holders of an Interest in the Acquired Assets to be transferred pursuant to the Stalking Horse Agreement: (i) have, subject to the terms and conditions of this Order, consented to the Sale Transaction or are deemed to have consented; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such Interest; or (iii) otherwise fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code. Those holders of Interests who did not object or withdrew objections to the Sale Transaction and entry of this Order are deemed to have consented to the Sale Transaction pursuant to section 363(f)(2) of the Bankruptcy Code. The Interests of all holders of Liens relating to the Acquired Assets are adequately protected, thereby satisfying section 363(e) of the Bankruptcy Code because such Liens shall attach solely to the sale proceeds in the order of their priority, and with the same validity, extent, force and effect that they have against such Acquired

Assets immediately prior to the Sale Transaction. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Interests against or in the Acquired Assets (including, for the avoidance of doubt, the DIP Lender) shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all interests which the person or entity has with respect to the Acquired Assets, then with regard to the Acquired Assets that are purchased by the Purchaser pursuant to the Sale Transaction and this Order (i) the Debtors or their designee are hereby authorized to execute and file such statements, instruments, or releases on behalf of the person or entity with respect to the Acquired Assets and (ii) the Purchaser or its designee is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded shall constitute conclusive evidence of the release of Interests against the Acquired Assets.

T. The Purchaser would not have entered into the Stalking Horse Agreement and the other Transaction Documents and would not consummate the transactions contemplated thereby, including the Sale Transaction and the assumption and assignment of the Assumed Contracts, (i) if the transfer of the Acquired Assets were not free and clear of all Interests, including, without limitation, rights or claims based on any successor or transferee liability of any kind or nature whatsoever (except as expressly set forth in the Stalking Horse Agreement or this Order with respect to Assumed Obligations) and (ii) if the Purchaser would, or in the future could, be liable for any such Interest. The Purchaser will not consummate the transactions contemplated by the Stalking Horse Agreement and the other Transaction Documents, including the Sale Transaction and the assumption and assignment of the Assumed Contracts, unless this Court expressly orders that none of the Purchaser or the Acquired Assets will have any liability whatsoever with respect

to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any Interest.

U. Not transferring the Acquired Assets free and clear of all Interests would adversely impact the Debtors' efforts to maximize the value of their estates, and the transfer of the Acquired Assets other than pursuant to a transfer that is free and clear of all Interests would be of substantially less benefit to the Debtors' estates.

V. Except as set forth in the Stalking Horse Agreement, the (i) transfer of the Acquired Assets to the Purchaser and (ii) assignment to the Purchaser of the Assumed Contracts, will not subject the Purchaser to any liability whatsoever, including, without limitation, with respect to the operation of the Debtors' businesses or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, in any theory of law or equity including any laws affecting antitrust, successor, transferee or vicarious liability.

Assumption and Assignment of Assumed Contracts

W. The Debtors have demonstrated that it is an exercise of their sound business judgment to assume and assign the Assumed Contracts to the Purchaser in connection with the consummation of the Sale Transaction, and the assumption and assignment of the Assumed Contracts is in the best interests of the Debtors and their estates. The Assumed Contracts being assigned to the Purchaser, if any, are an integral part of the Acquired Assets being purchased by the Purchaser and, accordingly, such assumption and assignment of Assumed Contracts is reasonable, enhances the value of the Debtors' estates, and does not constitute unfair discrimination.

X. To the extent applicable, the Debtors and the Purchaser have (i) cured, or provided adequate assurance of cure, of any default existing prior to the date hereof under any of the Assumed Contracts, within the meaning of 11 U.S.C. §§ 365(b)(1)(A) and 365(f)(2)(A), and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assumed Contracts within the meaning of 11 U.S.C. § 365(b)(1)(B). The Purchaser has provided adequate assurance of future performance of and under the Assumed Contracts within the meaning of 11 U.S.C. §§ 365(b)(1)(C) and 365(f)(2)(B).

Validity of Transfer

Y. The transfer of the Acquired Assets to the Purchaser will be a legal, valid, and effective transfer of the Acquired Assets, and will vest the Purchaser with all right, title, and interest of the Debtors to the Acquired Assets free and clear of all Interests, as set forth in the Stalking Horse Agreement. The Acquired Assets constitute property of the Debtors and good title is vested in the Debtors within the meaning of section 541(a) of the Bankruptcy Code. The Debtors are the sole and rightful owners of the Acquired Assets, and no other person has any ownership right, title, or interests therein.

Not a *Sub Rosa* Plan

Z. The Sale Transaction does not constitute a *sub rosa* chapter 11 plan or an element of such plan for the Debtors, for which approval has been sought without the protections that a disclosure statement would afford. The Sale Transaction does not (i) impermissibly restructure the rights of the Debtors' creditors or equity interest holders, (ii) impair or circumvent voting rights with respect to any future plan proposed by the Debtors, (iii) impermissibly dictate a plan of

reorganization for the Debtors; or (iv) classify claims or equity interests, compromise controversies, or extend debt maturities.

Legal and Factual Bases

AA. The legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

General Provisions

1. The Motion and the relief requested therein is **GRANTED** and **APPROVED** as set forth herein, the Sale Transaction contemplated thereby and by the Stalking Horse Agreement is approved, and the transactions contemplated by the other Transaction Documents are approved, in each case as set forth in this Order.

2. This Court's findings of fact and conclusions of law set forth in the Bidding Procedures Order are incorporated herein by reference.

3. Objections to the Motion, if any, or the relief requested therein, the Transaction Documents, the Sale Transaction, the entry of this Order, or the relief granted herein that have not been withdrawn, waived, or settled, or not otherwise resolved pursuant to the terms hereof, if any, are hereby **DENIED** and **OVERRULED** on the merits with prejudice. All withdrawn objections are deemed withdrawn with prejudice. Those parties who did not object to the Motion or the entry of this Order in accordance with the Bidding Procedures Order, or who withdrew their objections thereto, are deemed to have consented to the relief granted herein for all purposes, including, without limitation, pursuant to sections 363(f)(2) and 365(c) of the Bankruptcy Code.

Approval of the Sale of the Acquired Assets

4. The Stalking Horse Agreement, including any amendments, supplements and modifications thereto, all other Transaction Documents, and all of the terms and conditions therein, are hereby **APPROVED** in all respects.

5. Pursuant to 11 U.S.C. §§ 363(b) and (f), the sale of the Acquired Assets to the Purchaser free and clear of all Interests is approved in all respects.

6. The Purchaser is authorized to apply all DIP Obligations (other than Tranche 4 DIP Obligations) in satisfaction of the Purchase Price and upon the Closing, (i) the Purchase Price shall be deemed satisfied, on a dollar-for-dollar basis, by the DIP Obligations (other than Tranche 4 DIP Obligations) and (ii) the DIP Obligations shall be extinguished upon such application (or, in the case of Tranche 4 DIP Obligations, assumption by the Purchaser), subject to the paragraphs of this Order under the heading “Resolution of ROFR Objections,” with respect to timing of such extinguishment.

Sale and Transfer of the Acquired Assets

7. The consideration provided by the Purchaser for the Acquired Assets under the Stalking Horse Agreement is fair and reasonable and shall be deemed for all purposes to constitute reasonably equivalent value, fair value, and fair consideration under the Bankruptcy Code and applicable law, including, without limitation, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, the Uniform Fraudulent Conveyance Act, and any other applicable law. The Sale Transaction shall not be avoided or rejected by any person, and costs or damages shall not be imposed or awarded against the Purchaser, under section 363(n) or any other provision of the Bankruptcy Code.

8. The Sale Transaction authorized herein shall be of full force and effect, regardless of the Debtors’ lack or purported lack of good standing in any jurisdiction in which the Debtors

are formed or authorized to transact business. The automatic stay imposed by section 362 of the Bankruptcy Code is modified to the extent necessary to implement the Sale Transaction and the other provisions of this Order; provided, however, that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

9. Subject to the terms, conditions, and provisions of this Order, all persons and entities are hereby forever prohibited, enjoined and barred from taking any action that would adversely affect or interfere, or that would be inconsistent (a) with the ability of the Debtors to sell and transfer the Acquired Assets to the Purchaser free and clear of all Interests in accordance with the terms of the Transaction Documents and this Order and (b) with the ability of the Purchaser to acquire, take possession of, use, operate, sell, or otherwise realize on the Acquired Asset in accordance with the terms of the Transaction Documents and this Order; provided, however, that the foregoing restriction shall not prevent any party in interest from appealing this Order in accordance with applicable law or opposing any appeal of this Order.

10. Pursuant to 11 U.S.C. §§ 105, 363, and 365, the Debtors are hereby authorized to take any and all actions necessary or appropriate to (a) sell the Acquired Assets to the Purchaser, (b) consummate the Sale Transaction and the other transaction contemplated by the Transaction Documents in accordance with, and subject to the terms and conditions of, the Transaction Documents, and (c) transfer and assign all right, title and interest (including common law rights) in their entirety to the Acquired Asset in accordance with and subject to the terms and conditions of the Transaction Documents, in each case without further notice to or order of this Court. The Debtors are further authorized to execute and deliver, and are empowered to perform under, consummate and implement, the Transaction Documents, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Stalking Horse

Agreement, including the related documents, exhibits and schedules and to take all further actions as may be reasonably requested by the Purchaser for the purposes of assigning, transferring, granting, conveying and conferring to the Purchaser or reducing to possession, the Acquired Assets, or as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Stalking Horse Agreement without further notice to or order of this Court. The Debtors are further authorized to pay, without further order of this Court, whether before, at, or after the Closing, any reasonable expenses or costs that are required to be paid to consummate the Sale Transaction or perform their obligations under the Stalking Horse Agreement.

11. Pursuant to 11 U.S.C. §§ 363(b) and 363(f), the Acquired Asset shall be transferred to the Purchaser upon consummation of the Stalking Horse Agreement (such date, the "Closing Date") free and clear of all Interests. The provisions of this Order authorizing and approving the transfer of the Acquired Assets free and clear of all Interests shall be self-executing, and neither the Debtors nor the Purchaser shall be required to (but may) execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order.

12. Following the Closing Date, the Purchaser may, but shall not be required to, file a certified copy of this Order in any filing or recording office in any federal, state, county, or other jurisdiction in which the Debtors are incorporated or have or had real or personal property, or with any other appropriate clerk or recorded with any other appropriate recorder, and, to the extent permitted by applicable law, such filing or recording shall be accepted and shall be sufficient to release, discharge, and terminate any of the Interests as set forth in this Order as of the Closing. On the Closing Date, this Order will be construed, and constitute for any and all purposes, a full and complete general assignment, conveyance and transfer of the Acquired Assets, including the

Assumed Contracts, or a bill of sale transferring good and marketable title in such assets to the Purchaser. Each and every federal, state, and county governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Stalking Horse Agreement; provided that if the prior written approval from a foreign governmental entity is required to consummate the transactions contemplated by the Stalking Horse Agreement, then such authorization shall be obtained on or prior to Closing in accordance with the Stalking Horse Agreement.

13. All persons and/or entities (including the Debtors or any subsequently appointed trustee or estate representative for the Debtors) who on the Closing Date or thereafter may be or are in possession of some or all of the Acquired Assets (or the proceeds thereof) shall hold such assets in trust for the Purchaser and are hereby directed to surrender possession of the Acquired Assets (or the proceeds thereof) directly to the Purchaser or its designee(s) at the Closing or at such time thereafter as the Purchaser may request.

14. Except as expressly permitted by the Stalking Horse Agreement or this Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade creditors, dealers, employees, litigation claimants, and other creditors, holding Interests against or in a Debtor or the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets or the operation of the Acquired Assets before the Closing, or the transactions contemplated by the Stalking Horse Agreement and the other Transaction Documents, including the Sale Transaction and the assumption and assignment of the Assumed Contracts, are forever barred, estopped, and permanently enjoined from asserting,

prosecuting, or otherwise pursuing such persons' or entities' Interests, whether by payment, setoff, or otherwise, directly or indirectly, against the Purchaser and its Affiliates, or any successors or assigns, their respective property and the Acquired Assets (including the Assumed Contracts) and the proceeds thereof. Following the Closing of the Sale Transaction, no party shall interfere with the Purchaser's title to, or use and enjoyment of, the Acquired Assets based on or related to any such Interest or based on any action the Debtors has taken or may take in the Chapter 11 Cases.

15. At the Closing of the Sale Transaction, (i) each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its Interests in or against the Acquired Assets, if any, as such Interests may have been recorded or otherwise exist and (ii) the Debtors and the Purchaser are authorized to take such actions as may be necessary to obtain a release of any and all Interests in, on or against the Acquired Assets, if any, and to the extent contemplated hereby and by the Stalking Horse Agreement.

16. To the extent provided by section 525 of the Bankruptcy Code, no federal, state, or county governmental unit may deny, revoke, suspend, or refuse to renew any permit, license or similar grant relating to the operation of the Acquired Assets on account of the filing or pendency of the Chapter 11 Cases or the consummation of the transactions contemplated by the Stalking Horse Agreement and the other Transaction Documents, including the Sale Transaction and the assumption and assignment of the Assumed Contracts. Each and every federal, state, and county governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Stalking Horse Agreement and the other Transaction Documents, including the Sale Transaction and the assumption and assignment of the Assumed Contracts.

17. To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Acquired Assets, and, to the greatest extent available under applicable law and in accordance with the Stalking Horse Agreement and the other Transaction Documents, all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been transferred to the Purchaser as of the Closing.

18. Subject to the terms and conditions of this Order, the transfer of the Acquired Assets to the Purchaser pursuant to the Stalking Horse Agreement constitutes a legal, valid, and effective transfer of the Acquired Assets, and shall vest the Purchaser with all right, title, and interest of the Debtors in and to the Acquired Assets free and clear of all Interests.

19. On the Closing Date, the ~~Debtors shall remit all cash proceeds of the Sale, less (1) \$450,000 pursuant to the Order Approving Stipulation Among Debtors, CR, Decathlon and Committee Concerning Resolution of DIP and BID Procedures Objections (D.I. #158) (the "Settlement Order"), which shall be retained by the Debtors;~~ Purchaser shall remit the Cash Purchase Price minus the DIP Obligations (outstanding as of the Effective Time (as defined below)) but excluding the Tranche 4 DIP Obligations, less (1) \$350,000 for the purposes described in the wind-down term sheet (the "Wind-Down Term Sheet") attached as Exhibit B to the stipulation at D.I. 158-1 (the "Stipulation"), subject to the clarifying terms in paragraph 20, below; (2) \$100,000 for Committee professional fees, as set forth in the Stipulation; (3) \$100,000 on account of the Cedar Advance Settlement Payment defined below; and (4) \$300,000 in resolution of the Committee's objection to the Sale, which use shall be subject to a further stipulation and/or order on the use of cash collateral (which amounts in (1), (2), (3) and (4) shall be paid to the

Debtors) to the Prepetition Secured Lender in partial payment of the Prepetition Secured Lender Loan Obligations (as defined in the Final Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364 and 507 (I) Authorizing the Debtors to Obtain Postpetition Financing; (II) Granting Liens and Superpriority Administrative Expense Claims; (III) Authorizing the Use of Cash Collateral; (IV) Granting Adequate Protection to Prepetition Secured Parties; (V) Modifying the Automatic Stay; and (VI) Granting Related Relief (D.I. #177) (the “Final DIP Order”)), ~~and (2) \$100,000 on account of the Cedar Advance Settlement Payment defined below.”~~). For the avoidance of doubt, the \$75,000 funded by the Purchaser at Closing in accordance with the Settlement Order Stipulation shall not constitute cash proceeds of the sale.

~~20. — In addition, on the Closing Date, in full and final satisfaction of any potential Challenge or Challenge Motion (as defined in the Final DIP Order), the Debtors shall distribute all cash on hand as of the Closing Date, less any amounts of cash required to fund (a) professional fees up to the maximum amounts included in the DIP Budget as approved in and attached to the Final DIP Order (the “DIP Budget”) and (b) any accrued but unpaid expenses other than professional fees up to the maximum amount of the DIP Budget and permitted variances (the “Closing Date Cash”) as follows: (1) of the first \$250,000 of Closing Date Cash, 50% to the Debtors’ Estates and 50% to the Prepetition Secured Lender, and (2) of any addition Closing Date Cash, 100% to the Prepetition Secured Lender to be applied to the Prepetition Secured Lender Loan Obligations, provided, for the avoidance of doubt, that the \$75,000 funded by the Purchaser at Closing in accordance with the Settlement Order shall be retained by the Debtors’ estates. In consideration of the foregoing, the Debtors’ Stipulations and the Release (as defined in the Final DIP Order) pertaining to the Prepetition Secured Lender and its respective Related Parties shall be final and binding as of the date of this Order.~~

20. The \$350,000 referenced in paragraph 19 shall be segregated by the Debtors and held in express trust to be used in accordance with the terms of the Wind-Down Term Sheet to pay (1) allowed fees and costs associated with pursuing the confirmation of a plan of liquidation and the establishment of the liquidation trust as described in the Wind-Down Term Sheet, which fees and costs may include the evaluation of the trust assets, and, (2) upon the effective date of the plan, the remainder shall be disbursed to the liquidating trust to be used in accordance with the Wind-Down Term Sheet and the plan of liquidation. In the event a liquidating trust is not established due to the conversion or dismissal of all of the Debtors' chapter 11 cases, any order providing for such conversion or dismissal of all (but not less than all) of the Debtors' chapter 11 cases shall expressly provide that an amount equal to any accrued and allowed fees and costs set forth in part (1) of this paragraph shall be held to pay such claims, and all other amounts shall be returned to Decathlon. Except for the Debtors, the Committee, the Purchaser, and Decathlon, all parties rights to object to such relief in a conversion or dismissal order are reserved.

No Successor Liability

21. The Purchaser is not a "successor" to the Debtors or their estates by reason of any theory of law or equity, and the Purchaser shall not assume, or be deemed to assume, or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates, other than the Assumed Obligations, with respect to the Acquired Assets. Except to the extent the Purchaser assumes Assumed Obligations and Assumed Contracts pursuant to the Stalking Horse Agreement, neither the purchase of the Acquired Assets by the Purchaser nor the fact that the Purchaser is using any of the Acquired Assets previously operated by the Debtors will cause the Purchaser to be deemed a successor in any respect to the Debtors' businesses or incur any liability derived therefrom within the meaning of any foreign, federal, state or county debt collection practices, insurance, revenue, pension, ERISA, tax, labor, employment, environmental, or other

law, rule or regulation (including filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine.

22. The Purchaser has given substantial consideration under the Stalking Horse Agreement, which consideration shall constitute valid and valuable consideration for the releases of any potential claims of successor liability against the Purchaser and which shall be deemed to have been given in favor of the Purchaser by all holders of Interests in or against the Debtors, or the Acquired Assets. Upon consummation of the Sale Transaction, the Purchaser shall not be deemed to (a) be the successor to the Debtors, (b) have, *de facto* or otherwise, merged with or into the Debtors, or (c) be a mere continuation, alter ego or substantial continuation of the Debtors, including, without limitation, within the meaning of any foreign, federal, state or county debt collection practices, insurance, revenue, pension, ERISA, tax, labor, employment, environmental, or other law, rule or regulation (including filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine.

23. Except to the extent the Purchaser has specifically agreed in the Stalking Horse Agreement or as otherwise set forth in this Order, the Purchaser shall not have any liability, responsibility or obligation for any claims, liabilities or other obligations of the Debtors or their estates, including any (a) claims or liabilities related to the Acquired Assets that relate to the period prior to the Closing or (b) any claims against and liabilities of the Debtors or any of their predecessors, insiders or affiliates or their respective current or former directors, officers, employees or agents. By virtue of the Purchasers' purchase of the Acquired Assets, neither the Purchaser nor any of its Affiliates shall have any liability whatsoever with respect to the Debtors'

(or their predecessors', insiders' or affiliates' or their respective current or former directors, officers, employees or agents) respective businesses or operations or any of the Debtors' (or their predecessors', insiders' or affiliates' or their respective current or former directors, officers, employees or agents) obligations based, in whole or part, directly or indirectly, on any theory of successor, transferee or vicarious liability of any kind or character, or based upon any theory of antitrust, environmental, successor or transferee liability, *de facto* merger or substantial continuity, discrimination, labor and employment, any law applicable to debt collection practices, insurance law or products liability law, whether known or unknown as of the Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including liabilities on account of any taxes (other than as provided in the Stalking Horse Agreement) arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Acquired Assets prior to the Closing (a claim seeking to impose liability on the Purchaser on the foregoing grounds shall be referred to as a "Successor Liability Claim"). Upon the Closing, all Successor Liability Claims shall be deemed compromised and released. Under no circumstances shall the Purchaser be deemed a successor of or to the Debtors for any Interests against, in or to the Debtors or the Acquired Assets. The Purchaser would not have entered into the Stalking Horse Agreement and would not consummate the transactions contemplated thereby but for the foregoing protections against potential claims based upon "successor liability" theories.

24. None of the Purchaser or its Affiliates, successors, assigns, equity holders, employees or professionals shall have or incur any liability to, or be subject to any action by any of the Debtors or any of their estates, predecessors, successors or assigns, arising out of the negotiation, investigation, preparation, execution or delivery of the Stalking Horse Agreement or

the other Transaction Documents or the entry into and consummation of the sale of the Acquired Assets, except as expressly provided in the Stalking Horse Agreement and this Order.

Good Faith

25. The transactions contemplated by the Transaction Documents are undertaken by the Purchaser without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided by this Order to consummate the transactions contemplated by the Stalking Horse Agreement and the other Transaction Documents, including the Sale Transaction and the assumption and assignment of the Assumed Contracts shall not alter, affect, limit, or otherwise impair the validity of the sale of the Acquired Assets to the Purchaser, including the assumption, assignment, and/or transfer of the Assumed Contracts. The Purchaser is a good faith purchaser of the Acquired Assets within the meaning of section 363(m) of the Bankruptcy Code and, as such is entitled to, and is hereby granted, the full rights, benefits, privileges and protections of section 363(m) of the Bankruptcy Code. The Debtors and the Purchaser will be acting in good faith if they proceed to consummate the Sale Transaction at any time after the entry of this Order.

26. As a good faith purchaser of the Acquired Assets, the Purchaser has not entered into an agreement with any other potential bidders at the Auction, and has not colluded with any of the other bidders, potential bidders, or any other parties interested in the Acquired Assets, and, therefore, neither the Debtors nor any successor in interest to the Debtors' estates shall be entitled to bring an action against the Purchaser, and the Sale Transaction may not be avoided pursuant to section 363(n) of the Bankruptcy Code, and no party shall be entitled to any damages or other recovery pursuant to section 363(n) in respect of the Stalking Horse Agreement, the other Transaction Documents or the Sale Transaction.

Assumption and Assignment of Assumed Contracts

27. Pursuant to 11 U.S.C. §§ 105(a), 363, and 365, as applicable, and subject to and conditioned upon the Closing, the Debtors' assumption and assignment or sale to the Purchaser, and the Purchaser's assumption on the terms set forth in the Stalking Horse Agreement, of the Assumed Contracts is hereby approved.

28. To the extent applicable in accordance with the Stalking Horse Agreement, the Debtors are hereby authorized in accordance with 11 U.S.C. §§ 105(a), 363, and 365 to (a) assume and assign to the Purchaser, effective upon the Closing of the Sale Transaction, the Assumed Contracts free and clear of all Interests of any kind or nature whatsoever and (b) execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the Assumed Contracts to the Purchaser.

29. The Assumed Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Purchaser in accordance with their respective terms, notwithstanding any provision in any such Assumed Contract (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to 11 U.S.C. § 365(k), the Debtors shall be relieved from any further liability with respect to the Assumed Contracts after such assignment to, and assumption by, the Purchaser, except as provided in the Stalking Horse Agreement.

30. To the extent required by controlling law as a condition to assumption, assignment or both, all Assumed Contract Counterparties have either expressly consented to assumption and assignment of their contracts prior to the Closing or shall be deemed to have consented to such assumption and assignment under section 365(c)(1)(B) of the Bankruptcy Code and any other applicable law and the Purchaser, to the extent applicable, shall enjoy all of the Debtors' rights,

benefits, and privileges under each such Assumed Contract as of the applicable date of assumption and assignment.

31. Upon the Debtors' assumption and assignment of the Assumed Contracts under the provisions of this Order, no default shall exist under any Assumed Contract and no Assumed Contract Counterparty to any such Assumed Contract shall be permitted to declare or enforce, or otherwise take action against the Purchaser based on, a default by the Debtors that relates to the period prior to the effective date of such assumption and assignment, including failure to perform any obligations under the relevant Assumed Contract, or that relates to any of the Debtors' financial condition, change in control, or the Chapter 11 Cases. Any provision in an Assumed Contract that prohibits or conditions the assignment or sublease of such Assumed Contract (including the granting of a lien therein) or allows the counterparty thereto to terminate, recapture, impose any penalty, declare a default, condition on renewal or extension, or modify any term or condition upon such assignment, sublease, or change of control, constitutes an unenforceable anti-assignment provision that is void and of no force and effect only in connection with the assumption and assignment of such Assumed Contract to the Purchaser. The failure of the Debtors or the Purchaser to enforce at any time one or more terms or conditions of any Assumed Contract shall not be a waiver of such terms or conditions, or of the Debtors' and the Purchaser's rights to enforce every term and condition of the Assumed Contract. Nothing in this Order, the Motion, or in any notice or any other document is or shall be deemed an admission by the Debtors that any Assumed Contract is an executory contract or unexpired lease under section 365 of the Bankruptcy Code or, subject to the terms of the Stalking Horse Agreement, must be assumed and assigned pursuant to the Stalking Horse Agreement or in order to consummate the Sale Transaction.

32. All cure costs, defaults or other obligations of the Debtors under the Assumed Contracts arising or accruing prior to the Closing Date (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be cured by the Purchaser making the corresponding Cure Payment, if any is specified, for each Assumed Contract set forth on Exhibit 2. All such Cure Payments are hereby fixed and approved. The Purchaser shall have no liability for any defaults, claims or liabilities arising or accruing prior to the Closing other than the Cure Payments.

33. Subject to receipt of its applicable Cure Payment, if any, set forth on Exhibit 2, each non-Debtor party to an Assumed Contract hereby is forever barred, estopped, and permanently enjoined from raising or asserting against the Debtors, the Purchaser, or the property of such parties, any assignment fee, default, breach or claim of pecuniary loss, penalty, or condition to assignment, arising under or related to the Assumed Contracts, existing as of the date that such contracts are assumed, or arising by reason of the consummation of transactions contemplated by the Stalking Horse Agreement or the other Transaction Documents, including the Sale Transaction and the assumption and assignment of the Assumed Contracts.

34. To the extent an Assumed Contract Counterparty failed to timely object to a cure cost, such cure cost shall be deemed to be finally determined and any such Assumed Contract Counterparty shall be prohibited from challenging, objecting to or denying the validity and finality of the cure cost at any time, and such cure cost, when paid, shall completely revive any Assumed Contract to which it relates; provided that if the Cure Payment listed on Exhibit 2 for an Assumed Contract is \$0.00, then such Assumed Contract shall be revived at the Closing.

35. The requirements of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code are hereby deemed satisfied with respect to the Assumed Contracts based on the Purchaser's evidence

of its financial condition and wherewithal and without any further action by the Purchaser, including, but not limited to, any other or further deposit. Pursuant to section 365(f) of the Bankruptcy Code, the Purchaser has provided adequate assurance of future performance of the obligations under the Assumed Contracts.

36. Up until the Closing, the Purchaser may remove any Contract as an Assumed Contract by providing written notice of such removal to the Debtors. The removal of a Contract as an Assumed Contract prior to the Closing shall not limit the Purchaser's ability to subsequently designate such Contract for assumption and assignment pursuant to Section 2.6 of the Stalking Horse Agreement.

Subsequently Designated Assumed Contracts

37. If after the date of this Order the Purchaser amends the list of Assumed Contracts to add any new Assumed Contract or if the Purchaser designates any additional Contracts to be assumed pursuant to Section 2.6 of the Stalking Horse Agreement (in each instance, a "Designated Contract"), the Debtors shall follow the following procedures:

(a) As soon as practicable after receiving notice of the identification of a Designated Contract from the Purchaser, the Debtors shall file a notice identifying the Designated Contract and the proposed cure amount (the "Designation Notice") and serve the Designation Notice on the counterparty to the Designated Contract.

(b) The affected counterparty shall have ten (10) days from the date of service to file an objection to a Designation Notice.

(c) If no objection is timely filed, the Designated Contract shall be treated as an Assumed Contract under this Order, provided that it shall be deemed to be assumed and assigned to the Purchaser without further Court order upon the later of the (i) expiration of the 10-day notice period and (ii) payment of the applicable Cure Cost (if any). If an

objection is timely filed and later withdrawn, the Designated Contract shall be treated as an Assumed Contract under this Order, provided that it shall be deemed to be assumed and assigned to the Purchaser without further Court order upon the later of (x) the date the objection is withdrawn and (y) payment of the applicable Cure Cost (if any).

(d) If an objection is timely filed and not withdrawn, the Designated Contract shall only be treated as an Assumed Contract pursuant to an Order of the Court.

(e) Any Court order entered after an objection to a Designation Notice or written agreement between the Purchaser and the counter-party to a Designated Contract may establish a different time upon which the assumption and assignment of that Designated Contract is deemed to be effective or establish a Cure Cost for that Designated Contract different than what is set forth in the Designation Notice.

Resolution of ROFR Objections and Reservation of Rights

38. Definitions:

(a) “Encore LLC Assets” means (i) the Debtors’ rights and interest under the Membership Unit Purchase Agreement dated as of November 24, 2021, by and between Encore Redevelopment, LLC (“Encore”) and iSun, Inc. (the “Encore MUPA”) and (ii) the 179,298 Class B membership units in Encore owned by iSun, Inc. (the “Encore Units”).

(b) “Encore LLC Agreement” means that certain Seventh Amended and Restated Operating Agreement of Encore Redevelopment, Inc., dated May 17, 2023, for Encore.

(b)(c) “Fusion LLC Assets” means the 400,000 Units in Fusion Renewable NA, LLC owned by iSun Utility, LLC (“Fusion NA”).

(d) “Fusion LLC Agreement” that certain Operating Agreement dated August 7, 2022, as amended, for Fusion NA.

~~(e)(e)~~ “Deferred Sale Assets” means the Encore LLC Assets and Fusion LLC

Assets.

39. The Deferred Sale Assets ~~(~~or~~and~~ the proceeds thereof) shall constitute Acquired Assets under the Stalking Horse Agreement ~~but~~. The Deferred Sale Assets themselves shall not transfer to the Purchaser at Closing.

40. At Closing, (i) all undrawn DIP Commitments shall be terminated, and (ii) all outstanding DIP Obligations shall be converted to limited recourse obligations of the Debtors and shall be solely secured by,⁴ and have recourse to, the Deferred Sale Assets and the proceeds thereof. The DIP Lender’s rights and remedies under the DIP Loan Documents shall be limited to the Deferred Sale Assets (or the proceeds thereof), and the DIP Lender shall have no other rights, entitlements, recourse or remedies against the Debtors or their other assets.

41. Initial ROFR Offers:

(a) At Closing, the Purchaser shall designate a portion of the DIP Obligations as the consideration for the sale of the Encore LLC Assets (the “Encore Consideration Amount”), and ~~thereafter~~, the Purchaser shall ~~be deemed to have made~~make an offer for the Encore LLC Assets in the Encore Consideration Amount (the “Encore Offer”).

(b) At Closing, the Purchaser shall designate a portion of the DIP Obligations as the consideration for the sale of the Fusion LLC Assets (the “Fusion Consideration Amount”), and ~~thereafter~~, the Purchaser ~~shall be deemed to have made~~may make an offer for the Fusion LLC Assets in the Fusion Consideration Amount (the “Fusion Offer”).

(c) For the avoidance of doubt, the sum of the Encore Consideration Amount plus the Fusion Consideration Amount may be less than or equal to the outstanding amount

⁴ Fusion does not agree that the Fusion LLC Assets are or may be encumbered.

of the DIP Obligations as of the Closing, but shall not exceed such amount. Any DIP Obligations not designated for such purposes shall be extinguished at the Closing of the Sale Transaction; and the DIP ~~Obligations~~Obligation designated for such purpose shall only remain outstanding for purposes of the Encore Offer and Fusion Offer, and shall be extinguished in accordance with the next two paragraphs.

42. Encore Offer and Sale: With respect to the Encore Offer:

(a) The Debtors shall issue a Transfer Notice (as defined in section 10.3 of ~~Encore's limited liability company agreement~~the Encore LLC Agreement (the "Encore ROFR Provision") on account of the Encore Offer.

(b) If the SUSI Member exercises its rights to acquire the Encore LLC Assets under the Encore ROFR Provision, then the purchase price paid for the Encore LLC Assets shall be indefeasibly paid to the Purchaser and the DIP Obligations equal to the Encore Consideration Amount shall be extinguished.

(c) If the SUSI Member fails to exercise its rights to acquire the Encore Units ~~under the Encore ROFR Provision, then upon the~~by the expiration of the Acceptance Period (as defined in the Encore ROFR Provision), the SUSI Member must either (i) consent to the sale of the Encore Units to the Purchaser pursuant to the Encore Offer or (ii) file an objection with the Court indicating that it does not consent to the sale of the Encore Units to the Purchaser pursuant to the Encore Offer. If the SUSI Member consents to such sale, the Debtors and Purchaser shall may consummate the sale of the Encore LLC Assets, Purchaser shall be admitted as a member of Encore, and upon the closing of such sale, the DIP Obligations equal to the Encore Consideration Amount shall be extinguished.

If the SUSI Member objects to such sale, the Court shall hold a hearing within 15 days of the filing of that objection (or such later date as the Court is available).

(d) If the Purchaser purchases the Encore Units, the admission of the Purchaser as a member of Encore shall be subject to the terms of the Encore LLC Agreement and, from the consummation of the sale until such admission, the Purchaser shall be an assignee of the Encore Units.

(d)(e) The Purchaser, Encore and the SUSI Member may ~~vary~~ agree to another disposition of the Encore LLC Assets, so long as it results in extinguishment of DIP Obligations equal to the Encore Consideration Amount.

43. Fusion Offer and Sale: With respect to the Fusion Offer:

(a) The Debtors shall issue a Notice (as defined in section 7.2 of Fusion's limited liability company agreement (the "Fusion ROFR Provision")) on account of the Fusion Offer.

(b) If one or more Members of Fusion timely exercises the right to acquire the Fusion LLC Assets under the Fusion ROFR Provision during the Offer Period, (as defined in the Fusion ROFR Provision), then the purchase price paid for the Fusion LLC Assets shall be indefeasibly paid to the Purchaser and DIP Obligations equal to the Fusion Consideration Amount shall be extinguished.

(c) If no Member of Fusion timely exercises its rights to acquire the Fusion LLC Assets under the Fusion ROFR Provision, then upon the expiration of the Offer Period ~~(as defined in the Fusion ROFR Provision)~~, the Debtors and Purchaser ~~shall~~ may consummate the sale of the Fusion LLC Assets, ~~Purchaser shall be admitted as a member of Fusion NA,~~ and DIP Obligations equal to the Fusion Consideration Amount shall be

extinguished unless Fusion or any of its Members files a written objection to such sale on or before the expiration of the Offer Period; provided, however, that any sale shall be subject to the “tag along” rights under section 7.3 of the Fusion LLC Agreement, and if less than all of the Fusion LLC Assets are sold due to the exercise of “tag along” rights, the DIP Obligations shall be extinguished on a ratable basis based on the actual number of units actually acquired by the Purchaser from the Debtors. The Court shall hold a hearing within 15 days of the filing of such objection (or such later date as the Court is available). For the avoidance of doubt, all grounds for objection by Fusion or any of its Members to the Fusion Offer or other sale of the Fusion LLC Assets are hereby reserved, including, but not limited to, membership unit transfer restrictions in the LLC Agreement.

(e)(d) If the Purchaser purchases the Fusion Units, the admission of the Purchaser as a member of Fusion shall be subject to the terms of the LLC Agreement.

(d)(e) The Purchaser and Fusion may agree to another disposition of the Fusion LLC Assets, so long as it results in extinguishment of DIP Obligations equal to the Fusion Consideration Amount.

44. For the avoidance of doubt, subject to the terms and conditions to the Closing being satisfied or waived in accordance with the Stalking Horse Agreement, the Purchaser shall still be required to deliver at Closing cash in the amount specified in section 3.3(a) of the Stalking Horse Agreement.

Resolution of Objections

ReArch

45. Notwithstanding anything in this Order or the Transaction Documents to the contrary, the Purchaser shall not assume that certain agreement dated June 27, 2022, by and between ReArch Company and iSun Industrial, LLC.

BNRG and Nautilus

46. Notwithstanding anything to the contrary herein or in any document related to the Sale, any valid, enforceable, perfected and non-avoidable security interests, rights, arguments, claims (including counterclaims), or defenses, including any setoff or recoupment rights and defenses arising in contract, tort, equity, common law or otherwise, that BNRG Renewables Limited, BNIX Mercury LLC, and/or BD Solar Larson LLC, or their respective affiliates, subsidiaries, successors, and assigns (collectively, “BNRG”) or BD Solar Norridgewock LLC, BD Solar North Anson LLC, BD Solar Rangeley and Nautilus US Power HoldCo LLC (collectively, “Nautilus Solar”) may have against the Debtors, the Debtors’ sureties (including, but not limited to, Merchants National Bonding Company, Inc. and Great Midwest Insurance Company) and the Debtors’ officers and directors are hereby preserved against such parties and are unaffected by this Sale Order or in any document related to the Sale (each respectively, “BNRG Claims” or “Nautilus Solar Claims”). All contracts, agreements, or other documents between any BNRG or Nautilus Solar entity, on the one hand, and any Debtor, on the other hand (each a “BNRG/Nautilus Agreement”) shall not be treated as executory contracts for purposes of section 365 of the Bankruptcy Code nor subject to assumption and assignment by the Debtors to the Purchaser; *provided, however*, that the foregoing shall not limit, restrict or impair the Debtors’ interests in and rights and claims arising under or related to the BNRG/Nautilus Agreements, if any, which shall be irrevocably sold and transferred to the Purchaser pursuant to section 363 of the Bankruptcy Code at the Closing. To the extent that this Sale Order or any document related to the Sale transfers or assigns, or purports to transfer or assign (i) any payment intangibles (including accounts receivable) (ii) any other asset (including Avoidance Actions or any other claims or causes of action) or (iii) any document which imposes or purports to impose a payment obligation or credit

obligation owed by BNRG or Nautilus Solar to the Debtors or any monetary claims against BNRG or Nautilus Solar, including under the BNRG/Nautilus Agreements, all of BNRG's and Nautilus Solar's valid, enforceable, perfected and non-avoidable security interests, rights, arguments, and defenses with respect to such alleged claims, obligations and actions, including rights of recoupment, but expressly excluding any right of setoff that cannot be enforced against the Purchaser in a sale made pursuant to section 363(f) of the Bankruptcy Code, are unaffected by any transfer or assignment and fully enforceable against the Purchaser to the same extent enforceable against the Debtors, subject to all applicable defenses, provided that, subject to terms and conditions of this paragraph, the rights of the Purchaser to pursue any purchased monetary rights, claims or interests in or arising under the BNRG/Nautilus Agreements, if any, are fully preserved notwithstanding the non-executory nature of the BNRG/Nautilus Agreements.

Resolution of Nautilus Solar Claims and Disputes

47. In order to facilitate prompt resolution of the Nautilus Solar Claims, any claims by the Purchaser against Nautilus Solar, and any other disputes that Nautilus Solar, on the one hand, and the Purchaser, on the other, may assert against each other with respect to the Nautilus Agreements, the Nautilus Transformers (as defined below) shall be Acquired Assets but shall be transferred subject to the Nautilus Ownership Claims (as defined below) and free and clear of all other Interests, and the Purchaser and Nautilus Solar have agreed as follows:

- (a) Promptly following the entry of this Order, but in all events on or before August 30, 2024 (unless extended by agreement of the parties), the Purchaser and Nautilus Solar shall engage in good faith mediation (the "Stage 1 Mediation") with respect to the following claims and disputes:

(b) Nautilus Solar's claims that it holds title to certain equipment more particularly described as: (i) DSS1780 1200kVA Padmount Transformer and DSS1781 1000 kVA Padmount Transformer described in JCL Energy Order No. 2009 for the North Anson project; (ii) DSS1782 75 kVA Grounding Transformer described in JCL Energy Order No. 2010 for the North Anson project; (iii) DSS1778 2500 kVA Padmount Transformer described in JCL Energy Order No. 2007 for the Norridgewock project; and (iv) DSS2130 15kV NGR described in JCL Energy Order No. 3036 for the Norridgewock project (collectively, the "Nautilus Solar Transformers") and such claim the "Nautilus Ownership Claims"); and

(c) Disputed historical facts with respect to the Nautilus Agreements which can be objectively determined without recourse to expert testimony, concerning but not limited to project schedules, delays, payments to subcontractors and vendors, force majeure events, approved and submitted change orders, and completion definitions (the "Historical Facts") and any amounts due to Purchaser (as successor to the Debtors) or Nautilus Solar based on such Historical Facts, with all such amounts subject to adjustment following completion of the Stage 2 Mediation and not paid until such reconciliation.

(d) Should the Stage 1 Mediation not result in an agreement with respect to the Nautilus Solar Transformers, the parties agree to prompt adjudication of those disputes, whether by arbitration or otherwise in a forum to be agreed to by the parties. If any Historical Facts remain unresolved at the end of the Stage 1 Mediation, resolution of such Historical Facts shall be moved to the Stage 2 Mediation (defined below).

(e) Following the Stage 1 Mediation, the Purchaser and Nautilus Solar agree that the parties shall engage in a good faith exchange of information and mediation as to

the balance of the Nautilus Solar Claims and any claims that the Purchaser (as successor to the Debtors) may assert against Nautilus Solar in connection with the Nautilus Agreements (the “Stage 2 Mediation”). The Stage 2 Mediation for a project shall commence on the first business day that is 30 days after the date that the Norridgewock, Rangely, and North Anson projects have all achieved Substantial Completion (which shall be deemed to occur for purposes of Stage 2 Mediation no later than 30 days after commencement of power generation of the subject project); provided that, in no event shall the Stage 2 Mediation commence no later than February 1, 2025 and shall conclude no later than March 1, 2025. Should Stage 2 Mediation not result in a consensual resolution of the parties’ claims and a full settlement of the disputes and claims concerning the Nautilus Agreement, the Purchaser and Nautilus Solar agree to pursue binding arbitration for the dispute in a forum, with arbitrators, on a timeline, and pursuant to a process to be jointly agreed to by the conclusion of the Stage 1 Mediation.

Fusion

48. Notwithstanding anything in this Order or the Transaction Documents to the contrary, the Debtors shall not assume and the Purchaser shall not take assignment of (i) that certain Engineering, Procurement, and Construction Agreement dated September 30, 2022 (as amended) between ER Waite Cemetery Solar, LLC and iSun Industrial, LLC and (ii) that certain Engineering, Procurement, and Construction Agreement dated December 31, 2021 (as amended) between Fusion Renewable NA, LLC and iSun Utility, LLC. The Debtors and Fusion hereby agree, and the Court hereby orders pursuant to Bankruptcy Code section 365(a), that ~~the following agreements are hereby rejected: (i) that certain Engineering, Procurement, and Construction Agreement dated September 30, 2022 by and between Waite Cemetery and such agreements are~~

~~hereby rejected, iSun Industrial, LLC, as amended; and (ii) that certain Engineering, Procurement, and Construction Agreement dated December 31, 2021 by and between Fusion Renewable NA, LLC and iSun Utility, LLC, as amended.~~ For the avoidance of doubt, all rights of all parties-in-interest are hereby reserved related to the amount of any claim related to rejection of these agreements.

Merchants/Great Midwest

49. For the avoidance of doubt, no surety bonds executed by Merchants National Bonding Company, Inc. or Great Midwest Insurance Company (together, the “Sureties”) on behalf of any of the Debtors, including, but not limited to, those surety bonds bearing bond nos. NME 1132, NVT 1018, 100000127, NME 1133, GM224679, GM224681, GM224678, GM230490, GM221390, GM221779, GM221780, GM221382, GM221803 (the “Bonds”), are being assumed, assigned or transferred by the Debtors as part of the Sale Transaction contemplated by this Order.

50. Notwithstanding anything to the contrary in this Order or the Stalking Horse Agreement, the Purchaser is not acquiring any “Cash”, “Cash Collateral”, “Cash Equivalents” or receivables that are not property of the Debtors’ estate. For the avoidance of doubt, nothing in this Order shall be deemed to (a) limit the Sureties’ valid, enforceable, and non-avoidable subrogation rights, and/or the Sureties’ rights as a beneficiary of any valid, enforceable, and non-avoidable trusts granted or created under any indemnity agreements or at law (“Surety Rights”), if any; or (b) impair, release, discharge, preclude, or enjoin any obligations of the Debtors, or any non-Debtor indemnitors to the Sureties, arising out of any valid, enforceable and non-avoidable trusts granted or created under any indemnity agreements, pursuant to any statutory trusts, and/or the Sureties’ subrogation rights; or (c) authorize the transfer of any “Cash”, “Cash Collateral”, “Cash

Equivalents” or receivables that are not property of the Debtors’ estate(s). All parties’ rights to challenge any such rights or interests are expressly preserved. In the event any disputes arise with respect to: (x) whether any receivables are property of the Debtors’ estate(s), or (y) the nature, extent or applicability of the Surety Rights, or (z) whether any Acquired Assets are subject to Surety Rights but have a value in excess of the obligations owed to the Sureties related to such Surety Rights (for the avoidance of doubt, if there is such an excess it shall be included as part of the Acquired Assets), then the Sureties, Debtors, and Purchaser agree to use their commercially reasonable best efforts to resolve any such disputes. If the Sureties, Debtors, and/or Purchaser are unable to resolve any such dispute(s), the parties agree to submit such dispute(s) to this Court for resolution. The Court retains jurisdiction in connection with any such disputes. For the avoidance of doubt, Surety Rights do not include any security interest in or setoff rights (as distinguished from the subrogation and trust rights as set forth in clause (a) of this paragraph, including funds held in any funds control accounts) from which the Acquired Assets may be sold “free and clear” of pursuant to section 363(f) of the Bankruptcy Code.

51. The Purchaser shall be entitled to an accounting of any amounts collected, and the application of such amounts, by the Sureties from the Debtors’ current and former customers on all projects covered by the Bonds.

52. The Sureties shall be entitled to an accounting of any amounts collected, and the application of such amounts, by the Purchaser from the Debtors’ current and former customers on all projects covered by the Bonds.

Ford Motor

53. ~~The~~ On or after the Closing, the Purchaser may, but shall not be required to, acquire the following vehicles ~~subject to the existing liens of in which~~ Ford Motor Credit Co. (“Ford”),

~~asserts a lien as Acquired Assets and, as a condition to the acquisition of each vehicle, the Debtors shall bring current any past due amounts as of the Closing, and shall assume~~ satisfy the obligations owed to Ford ~~as set forth in the below table:~~ with respect to such vehicle secured by any valid, perfected, enforceable, and non-avoidable security interest, unless Ford consents to a different treatment of its claim; *provided that the Purchaser may bring any dispute before the Bankruptcy Court concern the extent of such Interest.*

Model	VIN	Outstanding Principal	Monthly Payment	Past Due Amount as of July 24, 2024
2023 Ford F-150	1FTFX1E56PFB49262	\$32,647.92	\$1,360.34	\$1,361
2023 Ford F-150	1FTFX1E55PFB37149	\$32,823.96	\$1,367.67	\$1,368
2023 Ford F-150	1FTEX1EP6PKF91852	\$48,060.27	\$1,447.47	\$1,448
2023 Ford Super Duty F-250	1FTBF2BA3PEC75707	\$47,993.57	\$1,113.15	\$6,679

Deleted Cells

Deleted Cells

Deleted Cells

54. The following vehicles in which Ford asserts an Interest are not Acquired Assets and shall not be sold to the Purchaser: 2022 Ford F-150, VIN: 1FTMF1EB0NKF26916; 2022 Ford F-150, VIN: 1FTMF1EP2NKF28145; 2023 Ford F-150, VIN: 1FTMF1EB8PKE30227; 2023 Ford Super Duty F-250, VIN: 1FTBF2BA4PED37048; 2019 Ford F-450, VIN: 1FDUF4HT6KEE49724; 2023 F-150, VIN: 1FTVW1EL3PWG13573; 2022 Ford F-150 Lighting, VIN: 1FT6W1EV6NWG11092.

55. To the extent that the Purchaser does not acquire a vehicle in which Ford asserts an Interest, the indebtedness related to such vehicle shall be removed from the schedule of Assumed Indebtedness on the Stalking Horse Agreement.

Ally Bank

~~55-56.~~ The On or after the Closing, the Purchaser may, but shall not be required to, acquire the following vehicles subject to the existing liens of in which Ally Bank (“Ally”;) asserts a lien as Acquired Assets and, as a condition to the acquisition of each vehicle, the Debtors shall bring current any past due amounts, and shall assume satisfy the obligations owed to Ally as set forth in the below table with respect to such vehicle secured by any valid, perfected, enforceable, and non-avoidable security interest, unless Ally consents to a different treatment of its claim; provided that the Purchaser may bring any dispute before the Bankruptcy Court concern the extent of such Interest:

Model	VIN	Outstanding Principal	Monthly Payment	Past Due Amount as of July 24, 2024
2019 RAM 1500 Quad	1C6RR7FT8KS673401	\$9,700.69	\$568.07	\$3,409
2019 RAM Promaster City Cargo Van	ZFBHRFAB8K6N69130	\$5,744.33	\$333.28	\$2,000
2020 Dodge Ram 2500 Crew	3C6UR5CJ1LG208369	\$3,326	TBD	TBD

Deleted Cells

Deleted Cells

Deleted Cells

~~56-57.~~ The following vehicle in which Ally asserts an Interest is not an Acquired Assets and shall not be sold to the Purchaser: 2019 RAM 2500 Crew, VIN: 3C6UR5CJ4KG574292.

58. To the extent that the Purchaser does not acquire a vehicle in which Ally asserts an Interest, the indebtedness related to such vehicle shall be removed from the schedule of Assumed Indebtedness on the Stalking Horse Agreement.

NBT Bank

~~57-59.~~ Nothing in this Order or the Transaction Documents shall impair any guaranties in favor of NBT Bank, N.A. ("NBT") or any setoff or recoupment rights NBT has against the Deposit Accounts (as defined in NBT's amended objection filed at Docket No. 333).

~~58-60.~~ To the extent that NBT holds a valid, perfected, enforceable and non-avoidable lien on any Acquired Assets (the "NBT Liens" and such collateral, the "NBT Collateral"), such NBT Lien and NBT's rights against the NBT Collateral shall be unimpaired by this Order, the Transaction Documents or the closing of the Sale Transaction, and notwithstanding anything herein to the contrary, the Acquired Assets shall not be sold free and clear of any NBT Lien or any rights NBT has with respect to the NBT Collateral. The Purchaser shall work in good faith with NBT to complete the Novation Agreements with respect to the Assumed Indebtedness owed to NBT.

~~59-61.~~ NBT's right to argue that its Indebtedness may not be assumed and/or any NBT Collateral sold "free and clear" of the NBT Liens over NBT's objections, is fully preserved, and the rights of other parties to argue otherwise are also preserved. To the extent any other provision(s) of the Order is inconsistent with above-referenced paragraphs that provision(s) shall not apply to NBT or any NBT Collateral.

OpSun Systems

~~60-62.~~ For the avoidance of doubt the EA800 Single Bay Carport supplied by OpSun Systems Inc. under Purchase Order (#PO-ISI-00631), dated April 21, 2022 shall not be an Acquired Asset.

Beta Technologies

~~61-63.~~ Notwithstanding anything in this Order or the Transaction Documents to the contrary, the Development and Services Agreement, dated April 18, 2022 and Roof Sublease, dated November 15, 2023, each between Beta Technologies, Inc. (“BETA”) and SolarCommunities, Inc. d/b/a SunCommon shall not be an Assumed Contract or assumed and assigned to the Purchaser absent either further order of the Court or the written agreement of BETA.

Oracle/NetSuite

~~62-64.~~ Notwithstanding anything in this Order or the Transaction Documents to the contrary, no contracts, licenses or agreements with Oracle America, Inc., including in its capacity as successor to NetSuite (jointly “Oracle”), shall be an Assumed Contract or assumed and assigned to the Purchaser absent either further order of the Court or the written agreement of Oracle, nor shall transitional use of any Oracle contract or service be authorized by the Purchaser without Oracle’s written agreement.

Cedar Advance, LLC

~~63-65.~~ In full and final satisfaction of (1) the Objection of Cedar Advance, LLC (“Cedar Advance”), to the Debtors’ Motion for Sale and Property Free and Clear of Liens (the “Cedar Advance Objection”) [D.I. 272], (2) any interest claimed by Cedar Advance in Acquired Assets, and (3) any interest claimed by Cedar Advance in the Prepetition Secured Lender’s collateral, the Prepetition Secured Lender and Cedar Advance agree that Cedar Advance shall be paid \$100,000 from the proceeds of the sale otherwise payable to the Prepetition Secured Lender.

Creditor’s Committee

66. The following shall govern the timing of Closing and borrowings under the DIP Facility after the date of this Order through the Closing.

(a) The Closing will be deemed to have occurred at 11:59 p.m. (ET) on the business day prior to the Closing Date (the “Effective Time”).

(b) The DIP Budget for the period August 10, 2024 through August 23, 2024 (the “Closing Period Budget”) shall be the budget attached hereto as Exhibit 3.

(c) The Debtors shall immediately deposit all cash into their bank accounts. The Debtors shall certify that the stated cash balance is accurate, there are no additional cash accounts other than those represented in the Closing Period Budget, and that no receipts have been converted into cash without such cash being deposited into the bank accounts identified in the Closing Period Budget.

(d) On the Closing Date, the Debtors shall deliver a borrowing notice in the form attached hereto as Exhibit 4, requesting a Tranche 4 DIP Loan. Following the Closing, the Debtors shall provide the DIP Lender with copies of their bank statements, upon request of the DIP Lender, for purposes of validating the representations made in the borrowing notice.

(e) The DIP Lender will make a Tranche 4 DIP Loan one business day after the Closing Date, consistent with the Closing Period Budget, after taking into account the Debtors’ cash held in their bank accounts as of the Effective Time (which shall be available to fund unpaid amounts in the Closing Period Budget) and the disbursements made during the Closing Budget Period but prior to the Effective Time of the Closing, so as to minimize the amount of the Tranche 4 DIP Loan.

(f) Purchaser shall purchase, and receive (i) all Acquired Assets, (ii) all of the Debtors’ interest in the cash on deposit in the loan reserve account at M&T Bank (account

ending X3130) (the “Purchased Account”), (iii) all of the cash and receipts received after the Effective Time related to the Acquired Assets.

67. The following shall be treated as Assumed Liabilities under the Stalking Horse

Agreement:

- (a) To the extent not paid pursuant to the Closing Period Budget,
 - o Ordinary course wages and pay-roll incurred from August 10, 2024 to the Effective Time of the Closing.
 - o Ordinary course employee benefits amounts incurred from August 10, 2024 to the Effective Time of the Closing.
 - o All Project Administrative Expenses incurred for any project that is the subject of an Assumed Contract. “Project Administrative Expenses” means amounts owed for goods delivered (materials) or services provided to the Debtors, on or after the Petition Date through the Closing, directly related to and for use in a project. The Debtors shall approve any new Project Administrative Expenses upon DIP Lenders approval.
 - o 50% of all Project Administrative Expenses incurred for any project that is not the subject of an Assumed Contract, not to exceed \$60,000 in the aggregate for all such items.
- (b) All paid time off obligations of the Sellers that are unpaid as of Closing, not to exceed \$600,000; provided that such employee of Sellers that Purchaser offers employment provides his/her consent to “roll-over” these obligations in lieu of payment in cash at termination.
- (c) Any obligations owed to Salesforce by SunCommon that are entitled to administrative expenses status and unpaid as of Closing, not to exceed \$40,000.
- (d) Any rent obligations on SunCommon’s Waterbury VT facility that are entitled to administrative expense status and unpaid as of Closing, not to exceed \$90,000.

Additional Provisions

~~64-68.~~ To the maximum extent permitted by applicable law, and in accordance with the Transaction Documents, the Purchaser shall be authorized, as of the Closing, to operate under any license, permit, registration, and governmental authorization or approval (collectively, the “Licenses”) of the Debtors with respect to the Acquired Assets. To the extent the Purchaser cannot operate under any Licenses in accordance with the previous sentence, such Licenses shall be in effect, to the maximum extent permitted by applicable law, while the Purchaser, with commercially reasonable assistance from the Debtors, works promptly and diligently to apply for and secure all necessary government or other approvals for new issuance of Licenses to the Purchaser. The Debtors shall, at Purchaser’s sole cost, maintain the Licenses in good standing to the fullest extent allowed by applicable law for the Purchaser’s benefit until equivalent new Licenses are issued to the Purchaser.

~~65-69.~~ The terms and provisions of the Transaction Documents and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors and their respective affiliates, successors and assigns, their estates, and their creditors, any statutory committee appointed in these Chapter 11 Cases, the Purchaser, and its respective Affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting Interests in, on or against the Acquired Assets to be sold to the Purchaser and all Assumed Contract Counterparties pursuant to the Stalking Horse Agreement and any trustees, examiners, “responsible persons,” liquidating trusts, liquidating trustees or other fiduciaries appointed in the Chapter 11 Cases or upon a conversion of the Debtors’ cases to cases under chapter 7 of the Bankruptcy Code, including a chapter 7 trustee; and the Transaction Documents shall not be subject to rejection or avoidance under any circumstances. If any order under section 1112 of the Bankruptcy Code is entered, such order shall provide (in accordance with Bankruptcy Code

sections 105 and 349) that this Order and the rights granted to the Purchaser hereunder shall remain effective, notwithstanding any subsequent dismissal, conversion or appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

~~66.70.~~ The failure specifically to include any particular provisions of the Stalking Horse Agreement or the other Transaction Documents in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Stalking Horse Agreement be authorized and approved in its entirety.

~~67.71.~~ The Transaction Documents or any other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by both parties, in accordance with the terms thereof, without further order of the Court; provided that any such modification, amendment or supplement that has a material adverse effect on the Debtors' estates shall only be effective upon the later of (i) five (5) days after filing the applicable modification, amendment or supplement with the Court and (ii) entry of a Court order approving such modification, amendment or supplement, solely to the extent an objection thereto is interposed in the period referred to in clause (i).

~~68.72.~~ The Debtors are authorized to enter into any contract or amend any existing contract necessary to meet their obligations under the Stalking Horse Agreement, including, without limitation, any transition services agreement that may be executed in connection with the Asset Purchase Agreement.

~~69.73.~~ Consistent with section 11.11 of the Stalking Horse Agreement, at the Closing, Clean Royalties, LLC may elect to have any or all of the Acquired Assets (including Assumed

Contracts) conveyed or transferred to, or any or all of the Assumed Indebtedness or Assumed Obligations assumed by, one or more of its Affiliates.

~~70-74.~~ Any and all valid and perfected Liens or other Interests in the Acquired Assets shall solely attach to any proceeds of the Sale Transaction immediately upon receipt of such proceeds by the Debtors in the order of priority, and with the same validity, force and effect which they now have against such Acquired Assets, subject to any rights, claims, and defenses of the Debtors, the Debtors' estates or any trustee for any Debtor, as applicable, may possess with respect thereto.

~~74-75.~~ The provisions of this Order are nonseverable and mutually dependent.

~~72-76.~~ No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Sale Transaction.

~~73-77.~~ The Debtors and each other person or entity having duties or responsibilities under the Transaction Documents or this Order, and their respective agents, representatives, and attorneys, are authorized and empowered to carry out all of the provisions of the Stalking Horse Agreement, to issue, execute, deliver, file and record, as appropriate, the Stalking Horse Agreement and the other Transaction Documents, and to take any action contemplated by the Transaction Documents or this Order, and to issue, execute, deliver, file and record, as appropriate, such other contracts, instruments, releases, deeds, bills of sale, assignments, or other agreements, and to perform such other acts as are consistent with, and necessary or appropriate to, implement, effectuate and consummate the Stalking Horse Agreement, the other Transaction Documents and this Order and the transactions contemplated thereby and hereby, all without further application to, or order of, the Court. Without limiting the generality of the foregoing, this Order shall constitute all approvals and consents required by this Court and the Debtors' members, managers, officer, directors, and shareholders with respect to the implementation and consummation of the

Stalking Horse Agreement, the other Transaction Documents and this Order and the transactions contemplated thereby and hereby. The transfer of the Acquired Assets to the Purchaser pursuant to the Transaction Documents does not require any consents other than those specifically provided for in the Stalking Horse Agreement or as provided for herein.

74.78. This Court shall retain jurisdiction with respect to the terms of this Order and the Stalking Horse Agreement.

75.79. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

EXHIBIT 1

Stalking Horse Agreement

|

EXHIBIT 2

Assumed Contracts

Exhibit 3

Closing Period Budget

Exhibit 4 - Tranche 4 Borrowing NoticeDated: August 26, 2024

Clean Royalties, LLC
Attn. Joshua Sanger
1401 McKinney Street, Suite 900
Houston, TX 77010
Mr. Sanger:

This Borrowing Notice is delivered to you pursuant to (i) the Amended and Restated DIP Term Sheet, executed as of July 9, 2024 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Amended DIP Term Sheet"), as authorized on a final basis by that certain *Final Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364 and 507 (I) Authorizing the Debtors to Obtain Postpetition Financing; (II) Granting Liens And Superpriority Administrative Expense Claims; (III) Authorizing The Use Of Cash Collateral; (IV) Granting Adequate Protection To Prepetition Secured Parties; (V) Modifying The Automatic Stay; (VI) Scheduling Final Hearing; And (VII) Granting Related Relief* [Docket No. 177] (the "Final DIP Order") entered on July 9, 2024 by the United States Bankruptcy Court for the District of Delaware in those certain chapter 11 cases jointly administered as *In re iSun, Inc., et al.*, Case No. 24-11144 (TMH), between the Borrowers thereunder and Clean Royalties, LLC, as DIP Lender, and (ii) that certain order authorizing the sale of substantially all of the Borrowers' assets to Clean Royalties, LLC and its designees as the Purchaser [Docket No. XX] (the "Sale Order"). Unless otherwise defined, terms used herein have the meanings provided in the Amended DIP Term Sheet.

The Borrowers hereby give you notice of and request a Tranche 4 DIP Loan under the DIP Term Sheet and Final DIP Order (the "Proposed Borrowing") for the account of the Borrowers, and in connection therewith set forth below the information relating to such Proposed Borrowing:

1. The funding date of the Proposed Borrowing is August 27, 2024.
2. The amount of the Proposed Borrowing is \$[_____].

The Borrowers and the undersigned hereby certify that (i) the representations and warranties of the Borrowers required to be made under the section of the DIP Term Sheet titled "Representations and Warranties" and (ii) the following statements, each are true on the date hereof, and will be true on the date of the Proposed Borrowing requested hereby, before and immediately after giving effect thereto and to the application of the proceeds therefrom:

- (a) All of the Debtors' bank accounts are set forth on Schedule 2 hereto.
- (b) All cash and checks received by the Borrowers from the Petition Date through August 23, 2024 have been deposited into one of the Borrowers' bank accounts set forth on Schedule 2 hereto;
- (c) The aggregate amount on deposit in all of the Borrowers' bank accounts as of 11:59 p.m. (ET) on August 23, 2024 is set forth on Schedule 2 hereto;
- (d) From August 19, 2024 through August 23, 2024 at 11:59 pm (ET), Borrowers made the disbursements set forth on Schedule 3 hereto;

~~31729494.13~~

(e) No default, breach, or Event of Default shall have occurred or be continuing under the DIP Term Sheet or the Interim DIP Order, other than []; and

(f) each of the other conditions precedent set forth in the DIP Term Sheet and the Final DIP Order have been satisfied.

Please transfer the proceeds of the Proposed Borrowing in accordance with the transfer directions set forth on Schedule 1 attached hereto.

[Signature page follows]

~~Cumulative Changes To~~
~~Filed Version August 9, 2024~~

31729494.13

IN WITNESS WHEREOF, the Borrowers have caused this Borrowing Notice to be executed and delivered this 23d day of August 2024.

BORROWERS:

iSun, Inc.
Hudson Solar Service, LLC
Hudson Valley Clean Energy, Inc.
iSun Corporate, LLC
iSun Energy LLC
iSun Industrial, LLC
iSun Residential, Inc.
iSun Utility, LLC
Liberty Electric, Inc.
Peck Electric Co.
SolarCommunities, Inc.
Sun CSA 36, LLC

By:

Name: Rob Vanderbeek

Title: Chief Restructuring Officer

~~Cumulative Changes To~~
~~Filed Version August 9, 2024~~

31729494.13

SCHEDULE 1

Wire Transfer Instructions

31729494.13

SCHEDULE 2

Disbursements

31729494.13

SCHEDULE 3

Bank Account Balances

EXHIBIT C

AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

between

ISUN, INC. AND EACH OF ITS AFFILIATES OR SUBSIDIARIES

as Sellers

and

CLEAN ROYALTIES, LLC

as Purchaser

~~July 9~~ August [], 2024

ASSET PURCHASE AGREEMENT

TABLE OF CONTENTS

Article <u>ARTICLE</u> I. Definitions and Rules of Construction <u>DEFINITIONS AND RULES OF CONSTRUCTION</u>	1
Section 1.1. Definitions	1
Section 1.2. Rules of Construction	68
Article <u>ARTICLE</u> II. Purchase and Sale; Assumption of Certain Liabilities <u>PURCHASE AND SALE; ASSUMPTION OF CERTAIN LIABILITIES</u>	68
Section 2.1. Purchase and Sale of Assets	68
Section 2.2. Assignment and Assumption of Liabilities; <u>Novation of Project Debt</u>	68
Section 2.3. Purchase Price	68
Section 2.4. Deemed Consents and Cure Payments	78
Section 2.5. Obligations in Respect of Assumed Contracts	79
Section 2.6. Post-Closing <u>Post-Closing</u> Assignment of Contracts	79
Article <u>ARTICLE</u> III. Closing <u>CLOSING</u>	79
Section 3.1. Closing	79
Section 3.2. Deliveries by Sellers	79
Section 3.3. Deliveries by Purchaser	810
Article <u>ARTICLE</u> IV. Representations and Warranties of Sellers <u>REPRESENTATIONS AND WARRANTIES OF SELLERS</u>	811
Section 4.1. Organization, Standing and Power	911
Section 4.2. Authorization	911
Section 4.3. Title to Assets	911
Section 4.4. Conflicts; Consents	911
Section 4.5. Assumed Contracts	1012
Section 4.6. Cure Amounts	1012
Section 4.7. Brokers	1012
Section 4.8. Intellectual Property	1012
Section 4.9. Taxes	1012
Section 4.10. Labor Matters	1113
Section 4.11. Environmental Matters	1113

Section 4.12:	Litigation; Proceedings:	11 <u>14</u>
Section 4.13:	Compliance with Laws:	11 <u>14</u>
Article <u>ARTICLE</u> V. Representations and Warranties of Purchaser <u>REPRESENTATIONS AND WARRANTIES OF PURCHASER</u> :		12 <u>14</u>
Section 5.1:	Organization, Standing and Power:	12 <u>14</u>
Section 5.2:	Authorization:	12 <u>14</u>
Section 5.3:	No Conflict or Violation:	12 <u>15</u>
Section 5.4:	Availability of Funds:	12 <u>15</u>
Section 5.5:	Brokers:	12 <u>15</u>
Section 5.6:	Limitation of Representations and Warranties:	12 <u>15</u>
Article <u>ARTICLE</u> VI. Covenants of Purchaser and Sellers; Other Agreements <u>COVENANTS OF PURCHASER AND SELLERS; OTHER AGREEMENTS</u> :		13 <u>16</u>
Section 6.1:	Consents and Approvals:	13 <u>16</u>
Section 6.2:	Access to Information:	14 <u>16</u>
Section 6.3:	Further Assurances:	14 <u>16</u>
Section 6.4:	Bankruptcy Actions:	14 <u>17</u>
Section 6.5:	Auction Procedures:	15 <u>18</u>
Section 6.6:	Other Bids:	16
Section 6.7 <u>6.6</u> :	Disclosure Schedules and Supplements:	16 <u>18</u>
Section 6.8 <u>6.7</u> :	Conduct of Business Prior to Closing:	16 <u>18</u>
Section 6.9 <u>6.8</u> :	Casualty:	18 <u>20</u>
Section 6.10 <u>6.9</u> :	Assumed Obligations:	18 <u>20</u>
Section 6.11 <u>6.10</u> :	Disclaimer:	18 <u>20</u>
Article <u>ARTICLE</u> VII. Conditions Precedent to Obligations of Purchaser <u>CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER</u> :		18 <u>20</u>
Section 7.1:	Representations and Warranties; Covenants:	18 <u>20</u>
Section 7.2:	Due Diligence:	19 <u>21</u>
Section 7.3:	Bankruptcy Court Approval:	19 <u>21</u>
Section 7.4:	No Injunctions:	19 <u>21</u>
Section 7.5:	Closing Deliveries:	19 <u>21</u>
Article <u>ARTICLE</u> VIII. Conditions Precedent to Obligations of Sellers <u>CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS</u> :		19 <u>21</u>
Section 8.1:	Representations and Warranties; Covenants:	19 <u>21</u>

Section 8.2:	Consideration:	19 <u>22</u>
Section 8.3:	Bankruptcy Court Approval:	19 <u>22</u>
Section 8.4:	No Injunctions:	19 <u>22</u>
Section 8.5:	Closing Deliveries:	20 <u>22</u>
Article <u>ARTICLE</u> IX. Termination; Termination Payment <u>TERMINATION; TERMINATION PAYMENT</u> .		20 <u>22</u>
Section 9.1:	Termination:	20 <u>22</u>
Section 9.2:	Breakup Fee and Expense Reimbursement:	21 <u>23</u>
Section 9.3:	Effect of Termination or Breach:	21 <u>24</u>
Article <u>ARTICLE</u> X. Additional Post-Closing Covenants <u>ADDITIONAL POST-CLOSING COVENANTS</u> .		21 <u>24</u>
Section 10.1:	Employees:	21 <u>24</u>
Section 10.2:	Employee Benefit Plans:	22 <u>24</u>
Section 10.3:	Joint Post-Closing Covenant of Purchaser and Sellers:	22 <u>25</u>
Section 10.4:	Name Changes:	23 <u>25</u>
Section 10.5:	Tax Matters:	23 <u>25</u>
Article <u>ARTICLE</u> XI. Miscellaneous <u>MISCELLANEOUS</u> .		23 <u>26</u>
Section 11.1:	Expenses:	23 <u>26</u>
Section 11.2:	Amendment:	24 <u>27</u>
Section 11.3:	Notices:	24 <u>27</u>
Section 11.4:	Waivers:	25 <u>28</u>
Section 11.5:	Counterparts and Execution:	25 <u>28</u>
<u>Section 11.6</u>	<u>Electronic Signatures</u>	<u>28</u>
Section 11.6 <u>11.7</u>	Headings:	25 <u>28</u>
Section 11.7 <u>11.8</u>	Submission to Jurisdiction:	25 <u>28</u>
Section 11.8 <u>11.9</u>	Governing Law; Jurisdiction:	25 <u>28</u>
<u>Section 11.10</u>	<u>WAIVER OF JURY TRIAL</u>	<u>29</u>
Section 11.9 <u>11.11</u>	Binding Nature; Assignment:	26 <u>29</u>
Section 11.10 <u>11.12</u>	No Third Party Beneficiaries:	26 <u>29</u>
Section 11.11 <u>11.13</u>	Construction:	26 <u>29</u>
Section 11.12 <u>11.14</u>	Public Announcements:	26 <u>29</u>
Section 11.13 <u>11.15</u>	Entire Understanding:	26 <u>30</u>
Section 11.14 <u>11.16</u>	Closing Actions:	26 <u>30</u>

Section 11.15 <u>11.17</u> Conflict Between Transaction Documents	26 <u>30</u>
Section 11.16 <u>11.18</u> No Survival	27 <u>30</u>
<u>Section 11.19 Access to Books and Records Post-Closing</u>	<u>30</u>

AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

THIS AMENDED AND RESTATED ASSET PURCHASE AGREEMENT is made and entered into as of this 9th day of July, 2024 (the "Execution Date"), by and among (i) Clean Royalties, LLC ("Purchaser"), and (ii) iSun, Inc. and each of its affiliates or subsidiaries listed on the signature page of this Agreement (each, a "Seller" and collectively, "Sellers").

WHEREAS, Purchaser desires to purchase, and Sellers desire to sell, convey, assign, transfer and deliver to Purchaser, certain assets relating to Sellers' Business;

WHEREAS, Purchaser and Sellers desire to take such action as may be necessary to maintain business operations and preserve the value of the Business pending the Closing of the transactions described herein;

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual covenants, agreements and warranties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. ~~Article I. DEFINITIONS AND RULES OF CONSTRUCTION~~ DEFINITIONS AND RULES OF CONSTRUCTION.

Section 1.1 ~~Definitions~~ Definitions. Unless otherwise defined herein, terms used herein shall have the meanings set forth below:

"Acquired Assets" means all of the direct and indirect right, title and interest of Sellers in and to the assets of Sellers set forth on Schedule 1.1(a), which schedule may be amended from time to time through and including the Closing Date.

"Alternate Proposal" means a proposal (other than by Purchaser or its Affiliates) relating to any merger, consolidation, business combination, sale or other disposition of greater than 50% of the Acquired Assets pursuant to one or more transactions, the sale of greater than 50% of the outstanding shares of capital stock or equity interests of any Seller (including, without limitation, by way of a tender offer, foreclosure or plan of reorganization or liquidation) or a similar transaction or business combination involving one or more third parties and any Seller.

"Affiliate" of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities or otherwise.

"Agreement" means this Asset Purchase Agreement, including all the Exhibits and the Schedules hereto, as the same may be amended from time to time in accordance with its terms.

"Allocation" shall have the meaning set forth in ~~Section 10.5(b)~~ Section 10.5(b) hereof.

"Assignment and Assumption Agreement" shall have the meaning set forth in ~~Section 3.2(b)~~ Section 3.2(b) hereof.

"Assumed Contracts" means collectively those Contracts of Sellers set forth on Schedule 1.1(a) under the heading "Assumed Contracts," which schedule may be amended from time to time through and including the Closing Date.

"Assumed Indebtedness" means those Liabilities of Sellers set forth on Schedule 1.1(c).

"Assumed Obligations" means (a) the obligations relating to any Assumed Contract first arising as of or following the Closing, and (b) those obligations of Sellers set forth on Schedule 1.1(b), which schedule may be amended from time to time through and including the Closing Date.

"Assumed Plans" means the employee benefit plans identified in Schedule 1.1(a) attached hereto under the heading "Assumed Plans."

"Auction" means the auction conducted by Sellers pursuant to the Bidding Procedures Order and ~~Section 6.5~~Section 6.5 hereof.

"Avoidance Actions" means all of Sellers' claims and causes of action arising under Chapter 5 of the Bankruptcy Code relating to (a) former employees hired by Purchaser (but excluding any employee who is a current or former director or current or former officer of Sellers), (b) counterparties of Assumed Contracts, (c) vendors included in Purchaser's go-forward business to be identified in a schedule delivered to Sellers on or before July 24~~25~~, 2024, and (d) any current customer of Sellers, (e) any customer that is a debtor and/or obligor on an account receivable acquired by Purchaser, and (f) any contractual warranty obligation assumed by the Purchaser. For the avoidance of doubt, Avoidance Actions shall not include any claims or causes of action arising under Chapter 5 of the Bankruptcy Code against a current or former director or current or former officer of the Sellers.

"Bankruptcy Code" means Title 11 of the United States Code.

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

"Bid" or "Bids" shall have the meaning set forth in ~~Section 6.6~~Section 6.6 hereof.

"Bidders" shall have the meaning set forth in ~~Section 6.6~~Section 6.6 hereof.

"Bidding Increment" shall have the meaning set forth in ~~Section 6.5(d)~~Section 6.5(d) hereof.

"Bidding Procedures" means the procedures outlined in the Bidding Procedures Order.

"Bidding Procedures Order" means an order entered by the Bankruptcy Court in a form attached hereto as Exhibit C, together with such other changes that are satisfactory to Purchaser.

"Bill of Sale" shall have the meaning set forth in ~~Section 3.2(a)~~Section 3.2(a) hereof.

"Books and Records" means all books, records and lists of Sellers including, without limitation, (i) all records relating to customers, suppliers or personnel of Sellers (including, without limitation, customer and mailing lists) and (ii) all books, ledgers, files, reports, plans, drawings

and operating records of Sellers; provided, however, that "Books and Records" shall not include the originals of any Seller's minute books, stock books and Tax Returns.

"Breakup Fee" shall have the meaning set forth in ~~Section 9.2(a)~~Section 9.2(a) hereof.

"Business" means the business of ~~designing and manufacturing residential upholstered furniture.~~Sellers and their affiliates and subsidiaries in commercial solar contracting, EV charging, system installation and other related solutions for both residential, commercial and utility scale customers.

"Business Day" means a day other than Saturday, Sunday or other day that banks located in New York, New York are authorized or required by Law to close.

"Casualty" shall have the meaning set forth in ~~Section 6.9~~Section 6.9 hereof.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) and any regulations promulgated thereunder.

"Cash Purchase Price" means \$10,000,000.

"Chapter 11 Cases" means the cases to be commenced by Sellers under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

"Claim" has the meaning ascribed by Bankruptcy Code §101(5), including all rights, claims, causes of action, defenses, debts, demands, damages, offset rights, setoff rights, recoupment rights, obligations and liabilities of any kind or nature under contract, at Law or in equity, known or unknown, contingent or matured, liquidated or unliquidated, and all rights and remedies with respect thereto.

"Closing" shall have the meaning set forth in ~~Section 3.1~~Section 3.1 hereof.

"Closing Date" shall have the meaning set forth in ~~Section 3.1~~Section 3.1 hereof.

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

"Committee Settlement Payment" means the \$75,000 to be paid by or on behalf of Purchaser at the Closing or, if the closing does not occur, at the closing of an Alternative Transaction by a reduction of the Break-Up Fee, in accordance with the *Stipulation Among Debtors, CR, Decathlon and the Committee Concerning Resolution of DIP and Bid Procedures Objections* filed with the Bankruptcy Court at Docket No. 157 and the CR Term Sheet (as defined in and attached to such stipulation).

"Confidentiality Agreement" means the Confidentiality Agreement, dated December 27, 2023, 2024, between iSun, Inc. and Clean Royalties, LLC.

"Contract" means any agreement, contract, commitment or other binding arrangement or understanding, whether written or oral.

"Cure Payments" means any cure payment or obligations (pursuant to section 365 of the Bankruptcy Code due by Sellers, and required by the Bankruptcy Court to be made or assumed by Purchaser, in order to cure any default with respect to any Acquired Assets or Assumed Obligations.

"Deposit" means an amount in cash equal to \$1,250,000.

"DIP Credit Agreement" means the Superpriority Debtor-in-Possession Credit Facility among the Sellers named herein, as borrowers, Clean Royalties, LLC, as lender, (as the same may be amended, restated, supplemented or otherwise modified from time to time).

"DIP Obligations" shall have the same meaning as defined in the DIP Orders.

"DIP Orders" means the interim and final orders of the Bankruptcy Court approving Sellers' entry into the DIP Credit Agreement.

"Dollars" or "\$" means dollars of the United States of America.

"Eligible Employees" shall have the meaning set forth in ~~Section 10.1(a)~~[Section 10.1\(a\)](#) hereof.

"Environmental Laws" shall have the meaning set forth in ~~Section 4.11~~[Section 4.11](#) hereof.

"Execution Date" shall have the meaning set forth in the Preamble hereto.

"Exhibits" means the exhibits hereto.

"Expense Reimbursement" shall have the meaning set forth in ~~Section 9.2(b)~~[Section 9.2\(b\)](#) hereof.

"Excluded Liabilities" shall mean any and all Claims, Liens, Tax or liability, obligation, agreement or contract other than an Assumed Obligation.

"Final Order" means an Order which has not been stayed or vacated and as to which the time to file an appeal, a motion for rehearing or reconsideration or a petition for writ of certiorari has expired and no such appeal, motion or petition is pending.

"Governmental Authority" means any United States federal, state or local or any foreign government, governmental regulatory or administrative authority, agency or commission or any court, tribunal or judicial or arbitral body.

"Hazardous Materials" shall mean (a) any petroleum products or byproducts, radioactive materials, friable asbestos or polychlorinated biphenyls or (b) any waste, material, or substance defined as a "hazardous substance," "hazardous material," or "hazardous waste" or "pollutant" or otherwise regulated under any applicable Environmental Law.

"Intellectual Property" means ~~all rights of Sellers and their Affiliates in and to~~[any and all intellectual property rights in the world arising under the Laws of any jurisdiction with respect to, arising from or associated with the following:](#) (a) patents, patent applications and patent

disclosures, together with all reissuances, continuations, continuations in part, revisions, extensions, reexaminations, provisionals, divisions, renewals, revivals and foreign counterparts thereof and all registrations and renewals in connection therewith, (b) trademarks, service marks, trade ~~dress~~names (registered and unregistered), trade dress, brand names, industrial designs, trade dress rights, logos, ~~trade names and~~emblems, signs or insignia, social media handles and names, corporate names and other indicia of origin and corporate branding, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith throughout the world, and all applications, registrations ~~and~~, renewals and associated rights to register any of the foregoing in connection therewith, (c) works of authorship, copyrightable works, copyrights (including copyrights in software programs) and registrations and applications therefor and all other rights corresponding thereto, moral rights, database and design rights, and mask works and registrations and applications therefor, and all applications, registrations and renewals in connection therewith, (d) ~~mask works and all applications, registrations and renewals in connection therewith,~~ (e) trade secrets, inventions and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, assembly, test, installation, service and inspection instructions and procedures, technical, operating and service and maintenance manuals and data, hardware reference manuals and engineering, programming, service and maintenance notes and logs), (f) software, (g) internet protocol (IP) addresses, Internet addresses, uniform resource locaters, domain names, ~~Websites~~websites and ~~Web~~web pages, and all administrative rights thereto, (h) any and all other intellectual property and proprietary rights, and (i) goodwill related to all of the foregoing, in each case to the extent used or useful in the operation of the Business or related to the Acquired Assets.

"Intellectual Property Assets" means all Intellectual Property that is owned or controlled by Sellers, their affiliates and subsidiaries, and/or is used or held for use in the operation of the Business, including but not limited to the data used or held for use in the operation of the Business that are stored, hosted or otherwise maintained on or by business applications and services utilized by Sellers in the ordinary course of their Business.

"Knowledge of Sellers" or "Sellers' Knowledge" shall mean the actual knowledge of Sellers' officers with no duty of investigation.

"Law" means any law, statute, regulation, ruling or Order of, administered or enforced by or on behalf of, any Governmental Authority.

"Liability" means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due and regardless of when asserted).

"Lien" or "Liens" means any charge, claim, lien, option, encumbrance, mortgage, pledge, security interest, conditional sale agreement or other title retention agreement, lease, security agreement, right of first refusal, option, restriction, tenancy, license, covenant, right of way, easement or other encumbrance (including the filing of, or agreement to give, any financing statement under the Uniform Commercial Code or statute or law of any jurisdiction) on property.

"Material Adverse Effect" means any change or event that is materially adverse to the assets, liabilities, operations or condition of Sellers, taken as a whole, in each case, except for any such change, event or effect resulting from or arising out of (a) the filing of the Chapter 11 Cases and reasonably anticipated effects thereof, (b) changes in economic conditions generally or in the industries in which Sellers operate, whether international, national, regional or local, (c) changes in general regulatory or political conditions, including any acts of war or terrorist activities, (d) strikes, work stoppages or other labor disturbances, (e) increases in the costs of commodities or supplies, (f) effects of weather or meteorological events, (g) any change of Law, accounting standards or regulatory policy, (h) changes or adverse conditions in the securities markets, including those relating to debt financing, (i) the announcement, execution or delivery of this Agreement or the consummation of the transactions contemplated hereby, and (j) any actions specifically required to be taken or consented to pursuant to or in accordance with this Agreement.

"No Fee Event" means (a) Sellers' termination of this Agreement solely pursuant to ~~Section 9.1(e)~~Section 9.1(c), or (b) the failure of Sellers to consummate, or agree to consummate, an Alternate Proposal or effect, or agree to effect, a plan of reorganization on or prior to the second anniversary of the date hereof.

"Novation Agreement" means an agreement, in form and substance acceptable to Purchaser, by and among the Purchaser, Sellers and applicable Project Lender to novate or otherwise cause Purchaser to assume the Project Debt.

"Order" means any decree, order, injunction, rule, judgment or consent of or by any Governmental Authority.

"Permits" means all certificates of occupancy or other certificates, permits, authorizations, filings, approvals and licenses possessed by Sellers, or through which Sellers have rights, that are used, useable or useful in the operation of the Business or the use or enjoyment or benefit of the Acquired Assets ~~as~~, including those set forth on Schedule 1.1(d).

"Permitted Liens" means (i) Liens for current property Taxes and assessments not yet due and payable (including, without limitation, liens for *ad valorem* Taxes and statutory liens not yet due and payable arising other than by reason of any default on the part of any Seller), (ii) Liens in the nature of zoning restrictions, building and land use laws, ordinances, orders, decrees, restrictions or any other conditions imposed by or pursuant to any Governmental Authority; (iii) Liens granted or reserved by an instrument executed in connection with this Agreement or the transactions contemplated hereby or thereby; (iv) deposits or pledges made in connection with, or to secure payment of, workers' compensation, unemployment insurance, pension programs mandated under applicable laws or other social security regulations; (v) statutory or common law Liens in favor of carriers, warehousemen, mechanics and materialmen, statutory or common law Liens to secure claims for labor, materials or supplies and other like Liens, which secure obligations to the extent that payment thereof is not in arrears or otherwise due; and (vi) Liens, easements, restrictions, covenants and other matters of record.

"Person" means any corporation, partnership, joint venture, limited liability company, organization, entity, authority or natural person.

"Petition Date" shall have the meaning set forth in ~~Section 6.4(a)~~ [Section 6.4\(a\)](#) hereof.

"Project Debt" means the indebtedness owed to the Project Lenders and described on Schedule 1.1(b).

"Project Lenders" means NBT Bank, N.A., the Vermont Community Loan Fund, Inc., and the Vermont Economic Development Authority

"Purchase Price" shall have the meaning set forth in ~~Section 2.3~~ [Section 2.3](#) hereof.

"Purchaser" shall have the meaning set forth in the Preamble hereto.

"Purchaser Plans" shall have the meaning set forth in ~~Section 10.2(a)~~ [Section 10.2\(a\)](#) hereof.

"Qualified Bids" shall have the meaning set forth in ~~Section 6.5(e)~~ [Section 6.5\(e\)](#) hereof.

"Rehired Employees" shall have the meaning set forth in ~~Section 10.1(a)~~ [Section 10.1\(a\)](#) hereof.

"Release" shall have the meaning set forth in CERCLA.

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

"Sale Order" means an order entered by the Bankruptcy Court in a form reasonably satisfactory to Purchaser and Sellers, authorizing Sellers to sell the Acquired Assets to Purchaser pursuant to this Agreement and Sections 105, 363 and 365 of the Bankruptcy Code, free and clear of all Liens, claims and interests other than Assumed Obligations.

"Schedules" means the schedules attached hereto, which may be amended in sole discretion of Purchaser at any time up to and through Closing.

"Seller" and "Sellers" shall have the meaning set forth in the Preamble hereto.

"Solar Array" shall mean the group net metered photovoltaic electric generating facilities comprising approximately 3 MW owned and/or operated by the Sellers as of the Petition Date, including the projects described on Schedule 1.1(a) under the heading "Owned Solar Assets."

"Tax" and, with correlative meaning, "Taxes" mean with respect to any Person all federal, state, local, county, foreign and other taxes, including, without limitation, any income, alternative or add-on minimum tax, estimated gross income, gross receipts, sales, use, ad valorem, value added, transfer, capital stock franchise, profits, license, registration, recording, documentary, intangibles, conveyancing, gains, withholding, payroll, employment, social security (or similar), unemployment, disability, excise, severance, stamp, occupation, premium, property (real and personal), environmental or windfall profit tax, together with any interest, penalty, addition to tax or additional amount imposed by any Governmental Authority responsible for the imposition of any such tax (domestic or foreign).

"Tax Return" means any report, return, declaration, claim for refund or other information or statement supplied or required to be supplied by any Seller relating to Taxes, including any schedules or attachments thereto and any amendments thereof.

"Tranche 4 DIP Obligations" means all DIP Obligations associated with the Tranche 4 DIP Loan, including the principal amount of any Tranche 4 DIP Loan outstanding as of the Closing, plus any interest accrued thereon, all fees and costs associated therewith and the Upsize Fees and the Exit Fees accrued therein or payable with respect thereto, as such terms are defined in the DIP Credit Agreement or the Final DIP Order; provided, however, that for purposes of this Agreement, Tranche 4 DIP Obligations shall exclude fees and expenses due to the DIP Lender's professionals.

"Transaction Documents" means this Agreement, the Assignment and Assumption Agreement, the Bill of Sale and all other agreements, instruments, certificates and other documents to be entered into or delivered by any party in connection with the transactions consummated pursuant to this Agreement.

"WARN Act" means the Worker Adjustment and Retraining Notification Act and any rules or regulations as have been issued in connection therewith.

Section 1.2 ~~Section 1.2.~~ **Rules of Construction.** Unless the context otherwise clearly indicates, in this Agreement:

- (a) the singular includes the plural;
- (b) "includes" and "including" are not limiting;
- (c) "may not" is prohibitive and not permissive; and
- (d) "or" is not exclusive.

ARTICLE II. ~~Article II. PURCHASE AND SALE; ASSUMPTION OF CERTAIN LIABILITIES.~~ PURCHASE AND SALE; ASSUMPTION OF CERTAIN LIABILITIES.

Section 2.1 ~~Section 2.1.~~ **Purchase and Sale of Assets.** On the terms and subject to the conditions set forth in this Agreement, at the Closing, Sellers shall sell, convey, assign, transfer and deliver to Purchaser, and Purchaser shall purchase, acquire and take assignment and delivery of, for the consideration specified in ~~Section 2.3~~ Section 2.3, all of the Acquired Assets, free and clear of all Liens other than Permitted Liens.

Section 2.2 ~~Section 2.2.~~ **Assignment and Assumption of Liabilities; Novation of Project Debt.** Subject to the terms and conditions set forth in this Agreement, Purchaser shall assume from Sellers, and thereafter be solely responsible for the payment, performance or discharge, of the Assumed Obligations and the Assumed Indebtedness, subject to execution of Novation Agreements with the applicable Project Lender with respect to the Project Debt owed

to each Project Lender. Purchaser shall have no liability or obligation with respect to any Excluded Liabilities.

Section 2.3 ~~Purchase Price~~**Purchase Price.** The aggregate purchase price for the Acquired Assets (the "Purchase Price") shall be the total of the Cash Purchase Price, the assumption and/or novation of the Assumed Indebtedness, and the assumption of the Assumed Obligations, and payment of the Cure Payments. Payments made pursuant to this Section 2.3 shall be allocated among the Acquired Assets purchased in accordance with Section 10.5(b).

Section 2.4 ~~Section 2.4.~~**Deemed Consents and Cure Payments.** For all purposes of this Agreement (including all representations and warranties of Sellers contained herein), Sellers shall be deemed to have obtained all required consents in respect of the assignment of any Assumed Contract if, and to the extent that, pursuant to the Sale Order or other Bankruptcy Court Order, Sellers are authorized to assume and assign Assumed Contracts to Purchaser pursuant to Section 365 of the Bankruptcy Code and any applicable Cure Payments have been satisfied by Purchaser on behalf of Sellers, as provided herein.

Section 2.5 ~~Section 2.5.~~**Obligations in Respect of Assumed Contracts.** To the extent that any Assumed Contract is subject to a cure amount pursuant to Section 365 of the Bankruptcy Code, immediately after the Closing, Purchaser shall directly pay or otherwise provide for the amount of any applicable Cure Payment.

Section 2.6 ~~Section 2.6.~~**Post-Closing Assignment of Contracts.** With respect to any Contract that is not set forth on Schedule 1.1(a) attached hereto, and provided that such Contract is still in effect and has not been rejected by Sellers pursuant to Section 365 of the Bankruptcy Code, upon written notice(s) from Purchaser, as soon as practicable, Sellers shall take all actions reasonably necessary to assume and assign to Purchaser, pursuant to Section 365 of the Bankruptcy Code, any Contract(s) set forth in Purchaser's notice(s); provided, that any applicable Cure Payment shall be satisfied by Purchaser. Sellers agree and acknowledge that they shall provide Purchaser with reasonable advance notice of any motion(s) to reject any Contract. Notwithstanding anything in this Agreement to the contrary, on the date any Contract is assumed and assigned to Purchaser in writing pursuant to this ~~Section 2.6~~Section 2.6, such Contract shall be deemed an Assumed Contract and deemed scheduled under the appropriate heading on Schedule 1.1(a) for all purposes under this Agreement.

ARTICLE III. ~~Article III.~~**CLOSING**CLOSING.

Section 3.1 ~~Closing~~**Closing.** Upon the terms and subject to the satisfaction of the conditions contained in this Agreement, the closing of the transaction contemplated by this Agreement (the "Closing") will take place at the offices of Gellert, Seitz, Buskenell & Brown, LLC, 1 Commerce Center, 1201 North Orange St., Ste. 300, Wilmington, DE 19801 at 10:00 a.m., prevailing local time, no later than the first Business Day after the date on which the conditions set forth in ~~Article VII and Article VIII~~Article VII and Article VIII have been satisfied or waived; or on such other date or place as Purchaser and Seller may determine (the "Closing Date").

Section 3.2 ~~**Section 3.2.**~~ **Deliveries by Sellers.** At the Closing, Sellers shall deliver or procure delivery to Purchaser of:

- (a) one or more bills of sale, substantially in the form attached hereto as Exhibit A (collectively, the "Bill of Sale"), conveying in the aggregate all of the owned personal property of Sellers included in the Acquired Assets, duly executed by Sellers;
- (b) one or more assignments and assumptions of the Assumed Obligations, substantially in the form attached hereto as Exhibit B (collectively, the "Assignment and Assumption Agreements"), duly executed by Sellers;
- (c) the Novation Agreements duly executed by Sellers and the respective Project Lenders;
- (d) deeds for the transfer of any real property owned by any of Sellers which constitutes an Acquired Asset;
- (e) a certificate duly executed by the Secretary of each Seller dated as of the Closing Date certifying (A) as to the incumbency of the persons executing this Agreement and the other documents required hereby on such Seller's behalf and (B) the genuineness of the resolutions (attached thereto) of the board of directors, board of managers or managing member, as applicable, of such Seller, evidencing the authority of such Seller as set forth in ~~Section 5.2~~Section 5.2 hereof;
- (f) each Seller's (a) charter and/or certificate of formation and all amendments thereto and (b) a good standing certificate in its state of organization, each dated as of a date reasonably proximate to the Closing Date and certified by the applicable Secretary of State or other authorized Governmental Authority;
- (g) duly executed statutory and regulatory consents and approvals, if any, which are required under the laws or regulations of the United States and other Governmental Authorities, and all other necessary consents and approvals of third parties or Affiliates of Sellers to the transactions contemplated hereby;
- (h) title certificates to any motor vehicles included in the Acquired Assets, duly executed by the relevant Seller (together with any other transfer forms necessary to transfer title to such vehicles);
- (i) all other agreements, records and other documents required by this Agreement; and
- (j) all such other instruments of conveyance and related affidavits as shall, in the reasonable opinion of Purchaser and its counsel, be necessary to vest in Purchaser good, valid and marketable title to the Acquired Assets, including time-stamped instruments and releases, in form and substance satisfactory to Purchaser,

evidencing release and removal of any Liens on the Acquired Assets other than Permitted Liens.

Section 3.3 ~~**Section 3.3.**~~ **Deliveries by Purchaser.** At the Closing, Purchaser shall deliver or procure delivery to Sellers of:

- (a) the Cash Purchase Price minus the DIP Obligations but excluding the Tranche 4 DIP Obligations;
- (b) Assumption of the Tranche 4 DIP Obligations;
- (c) the Committee Settlement Payment;
- (d) the Novation Agreements duly executed by Purchaser; and
- (e) the Assignment and Assumption Agreement duly executed by Purchaser.

ARTICLE IV. ~~**Article IV. REPRESENTATIONS AND WARRANTIES OF SELLERS**~~ **REPRESENTATIONS AND WARRANTIES OF SELLERS.**

Except as disclosed in the Schedules delivered by Sellers to Purchaser on the date hereof (with any disclosure in any section or subsection thereof being deemed and understood to be a disclosure in each other section or subsection thereof to which the applicability of the disclosure is apparent on its face, notwithstanding the reference to a specific section or paragraph), which Schedules may be amended from time to time through the Closing Date, Sellers jointly and severally represent and warrant to Purchaser as follows:

Section 4.1 ~~**Section 4.1.**~~ **Organization, Standing and Power.** Each Seller is duly incorporated or organized, as applicable, validly existing and in good standing under the Laws of the jurisdiction of its formation and, except where the failure to obtain such qualification or license could not reasonably be expected to have a Material Adverse Effect, is qualified or licensed to do business in each jurisdiction in which the properties owned, leased or operated by Sellers makes such qualification necessary. Each Seller has all Permits necessary to own and operate its properties and to carry on the Business as now conducted by it, except such Permits the failure of which to have would not reasonably be expected to have a Material Adverse Effect. ~~**Authorization**~~ **Authorization.** Subject to any necessary authorization from the Bankruptcy Court, each Seller has all requisite power and authority to own, lease and operate its properties, to carry on the Business as now being conducted and to execute and deliver the Transaction Documents to which it is a party and to perform its obligations thereunder. All Transaction Documents to which any Seller is a party have been duly executed and delivered by such Seller, except such Transaction Documents that are required by the terms hereof to be executed and delivered by such Seller after the date hereof, in which case such Transaction Documents will be duly executed and delivered by such Seller at or prior to the Closing, and, subject to any necessary authorization from the Bankruptcy Court, all Transaction Documents constitute, or will constitute, as the case may be, the valid and binding agreements of Sellers, enforceable against Sellers in accordance with their terms, subject to bankruptcy, insolvency,

fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equitable principles.

Section 4.3 ~~**Section 4.3. Title to Assets.**~~ Sellers have good, valid, marketable and undivided title and/or a valid leasehold interest in, the Acquired Assets free and clear of all Liens, other than Permitted Liens. Subject to Bankruptcy Court approval, Sellers have the power and the right to sell, assign and transfer and Sellers will sell, assign and/or transfer and deliver to Purchaser, and Purchaser will be vested with good, valid, marketable and undivided title to, the Acquired Assets, free and clear of all Liens other than Permitted Liens, and the Assumed Obligations.

Section 4.4 ~~**Section 4.4. Conflicts; Consents.**~~

- (a) The execution, delivery and performance by each Seller of this Agreement and the consummation of the transaction contemplated hereby, and compliance by each Seller with any of the provisions hereof do not, or will not at the time of execution, result in the creation of any Lien upon the Acquired Assets and do not, or will not at the time of execution, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of payment, termination, modification, acceleration or cancellation under any provisions of: (i) such Seller's certificate of incorporation, bylaws or comparable organizational documents; (ii) subject to entry of the Sale Order, any Assumed Contract to which such Seller is a party or by which any of the Acquired Assets are bound; (iii) subject to entry of the Sale Order, any order, writ, injunction, judgment or decree of any Governmental Authority applicable to such Seller or any of the Permits, licenses, rights, properties or assets of such Seller as of the date hereof; or (iv) subject to entry of the Sale Order, any applicable Law.
- (b) Subject to entry of the Sale Order, no consent, waiver, approval, order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Authority is required on the part of any Seller in connection with the execution, delivery and performance of this Agreement or any other agreement, document or instrument contemplated hereby or thereby to which it is or will become a party, the compliance by such Seller with any of the provisions hereof or thereof, the consummation of the transactions contemplated hereby or thereby, or the assignment or conveyance of the Acquired Assets.

Section 4.5 ~~**Section 4.5. Assumed Contracts.**~~

- (a) Schedule 1.1(a) attached hereto contains a list of all Assumed Contracts.
- (b) Except for defaults that will be cured through the Cure Payments listed on Schedule 4.6 attached hereto or defaults arising solely as a consequence of the commencement of the Chapter 11 Cases, neither any Seller nor, to the Knowledge of Sellers, any other party thereto is in default or breach in any material respect under the terms of any Assumed Contract.

Section 4.6 ~~Cure Amounts~~ ~~Cure Amounts~~. To the Sellers' knowledge, Schedule 4.6 attached hereto sets forth all of the Cure Payments to be satisfied for purposes of Sellers' assumption and assignment to Purchaser of the Assumed Contracts under Section 365 of the Bankruptcy Code.

Section 4.7 ~~Brokers~~ ~~Brokers~~. No Seller has incurred any Liability to any broker, finder or agent with respect to the payment of any commission regarding the consummation of the transactions contemplated hereby, other than the Seller's retention of England Securities, LLC ("England") under a letter of engagement dated May 20th, 2024.

Section 4.8 ~~Intellectual Property~~ ~~Intellectual Property~~. Other than as set forth on Schedule 4.8 attached hereto, to the Sellers' Knowledge, (i) with respect to any Intellectual Property owned by any Seller (as opposed to Intellectual Property of which any Seller is a licensee), Sellers have all right, title and interest to all such Intellectual Property, without any conflict known to any Seller with the rights of others, (ii) no Person other than Sellers has the right to use such Intellectual Property owned by Sellers, and (iii) Sellers have the valid right to use, pursuant to a license, sublicense or other agreement, any Intellectual Property used in Sellers' Business that is owned by a party other than Sellers.

Section 4.9 ~~Section 4.9-Taxes-~~

- (a) Each Seller has filed all Tax Returns that it was required to file. All such Tax Returns were correct and complete in all material respects. All Taxes owed by any Seller (whether or not shown on any Tax Return) have been paid. No Seller is the beneficiary of any extension of time within which to file any Tax Return. With respect to each Seller, no claim has ever been made by a Governmental Authority in a jurisdiction where such Seller does not file Tax Returns that such Seller is or may be subject to taxation by that jurisdiction.
- (b) Other than as set forth on Schedule 4.9 attached hereto,, Each Seller has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party, and all Forms W-2 and 1099 (or any other applicable form) required with respect thereto have been properly completed and timely filed.
- (c) There is no dispute or claim concerning any Tax Liability of any Seller claimed or raised by any authority in writing or, to Sellers' Knowledge, orally. No Seller has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

Section 4.10 ~~Section 4.10-Labor Matters-~~

- (a) Sellers are party to collective bargaining agreements. There is no labor strike, slowdown, work stoppage or other material labor dispute relating to operation of the Sellers' businesses pending or, to Sellers' Knowledge, threatened against Sellers except for those issues listed on Schedule 4.10. To Sellers' Knowledge, no union organizing or decertification efforts are underway or threatened.

- (b) No Seller has received written notice of any material employment-related charge or material complaint against the Business before the Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board or any other Governmental Authority and no Seller has received any notice of any material threatened employment-related charge or complaint against any Seller any such Governmental Authority.
- (c) With respect to this transaction, any notice required under any Law or collective bargaining agreement has been given, and all bargaining obligations with any employee representative have been, or prior to the Closing will be, satisfied. No Seller has implemented any mass layoff of employees that could implicate the WARN Act or similar state, local or foreign Laws or regulations.

Section 4.11 Environmental Matters~~Environmental Matters~~. Other than as set forth on Schedule 4.11 attached hereto, to the Sellers' Knowledge, (a) the Acquired Assets are in material compliance with all applicable Laws, regulations, or other legal requirements relating to the protection of the environment or human health and safety as it relates to Hazardous Materials ("Environmental Laws"); (b) no Seller has received written notice of any proceeding relating to or arising under Environmental Laws with respect to the Acquired Assets or the Business, nor, to Sellers' Knowledge, are any of the same being threatened in writing against any Seller or any real property owned, operated, or leased by any Seller; (c) no Seller has received any written notice of, or entered into, any obligation, order, settlement, judgment, injunction, or decree involving outstanding requirements relating to or arising under Environmental Laws; and (d) there has been no Release of any Hazardous Material into the environment at, onto, or from any property owned or leased by any Seller which would reasonably be expected to result in material Liability, costs or Claims relating to any Environmental Law.

Section 4.12 ~~Section 4.12. Litigation; Proceedings~~. Other than as set forth on Schedule 4.12 attached hereto, there is no material claim, action, suit, proceeding, complaint, charge, hearing, grievance or arbitration pending or, to Sellers' Knowledge, threatened against or related to the Business, whether at Law or in equity, whether civil or criminal in nature or by or before any arbitrator or Governmental Authority, nor are there any investigations relating to the Business, pending or, to Sellers' Knowledge, threatened by or before any arbitrator or any Governmental Authority. None of the Acquired Assets is subject to any judgment, injunction, order, consent or decree of any Governmental Authority or any settlement agreement with any Person.

Section 4.13 ~~Section 4.13. Compliance with Laws~~. To Sellers' Knowledge, each Seller (i) has complied in all material respects with, is in compliance in all material respects with and has operated the Business in compliance in all material respects with all applicable Laws, and (ii) holds all Permits, concessions, grants, licenses, easements, variances, exemptions, consents, orders, franchises, authorizations and approvals of all Governmental Authorities necessary for the lawful conduct of the Business and is in compliance in all material respects with all of the foregoing. No Seller has received any written notice or other written communication from any Governmental Authority or other Person (i) asserting any violation of, or failure to comply with,

any requirement of any Permit or (ii) notifying a Seller of the non-renewal, revocation or withdrawal of any Permit. Each Seller is in compliance with the terms of the Permits.

ARTICLE V. ~~Article V. REPRESENTATIONS AND WARRANTIES OF PURCHASER~~ REPRESENTATIONS AND WARRANTIES OF PURCHASER.

Purchaser represents and warrants to Sellers as follows:

Section 5.1 ~~Section 5.1.~~ Organization, Standing and Power. Purchaser is a limited liability company duly organized, validly existing and in good standing under the Laws of the state of Delaware.

Section 5.2 ~~Authorization~~ Authorization. Purchaser has all requisite power and authority to own, lease and operate its properties, to carry on the Business and to execute and deliver the Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder. All Transaction Documents to which Purchaser is a party have been duly executed and delivered by Purchaser, except such Transaction Documents that are required by the terms hereof to be executed and delivered by Purchaser after the date hereof, in which case such Transaction Documents will be duly executed and delivered by Purchaser at or prior to the Closing, and all Transaction Documents constitute, or will constitute, as the case may be, the valid and binding agreements of Purchaser, enforceable against Purchaser in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equitable principles.

Section 5.3 ~~Section 5.3.~~ No Conflict or Violation. Except to the extent any of the foregoing is not enforceable due to operation of applicable bankruptcy Law or the Sale Order, the execution, delivery and performance of the Transaction Documents and the consummation of the transactions contemplated thereby by Purchaser do not and shall not violate any Law or any provision of the charter or organizational documents of Purchaser.

Section 5.4 ~~Section 5.4.~~ Availability of Funds. Purchaser has cash available or has existing borrowing facilities, which together are sufficient to enable it to consummate the transactions contemplated by this Agreement.

Section 5.5 ~~Brokers~~ Brokers. Purchaser has incurred no Liability to any broker, finder or agent with respect to the payment of any commission regarding the consummation of the transactions contemplated hereby.

Section 5.6 ~~Section 5.6.~~ Limitation of Representations and Warranties. PURCHASER REPRESENTS AND ACKNOWLEDGES THAT IF THE CLOSING IS CONSUMMATED, THE ACQUIRED ASSETS AND ASSUMED OBLIGATIONS ARE BEING SOLD TO PURCHASER ON AN "AS IS, WHERE IS" BASIS WITH ALL FAULTS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR CAUSE. THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ~~SECTION 4.1~~ SECTION 4.1 THROUGH ~~4.13~~ 4.13 ARE ONLY SET FORTH HEREIN FOR PURPOSES OF DEFINING

THE CONDITION TO PURCHASER'S OBLIGATIONS TO CLOSING SET FORTH IN ~~ARTICLE VI~~ ARTICLE VII. IMMEDIATELY FOLLOWING THE CLOSING, SUCH REPRESENTATIONS AND WARRANTIES WILL CEASE TO HAVE ANY FURTHER FORCE OR EFFECT AND ANY BREACH THEREOF, WHETHER BEFORE OR AFTER THE CLOSING, MAY NOT SERVE AS A BASIS FOR A BREACH OF CONTRACT OR OTHER CLAIM BY PURCHASER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO (A) ANY PROJECTIONS, ESTIMATES OR BUDGETS DELIVERED TO OR MADE AVAILABLE TO PURCHASER OF FUTURE FINANCIAL RESERVES, FUTURE REVENUES, FUTURE RESULTS OF OPERATIONS (OR ANY COMPONENT THEREOF), FUTURE CASH FLOWS OR FUTURE FINANCIAL CONDITION (OR ANY COMPONENT THEREOF) OF SELLERS OR THE FUTURE BUSINESS AND OPERATIONS OF SELLERS OR (B) ANY OTHER INFORMATION OR DOCUMENTS MADE AVAILABLE TO PURCHASER OR ITS COUNSEL, ACCOUNTANTS OR ADVISORS WITH RESPECT TO SELLERS OR THE BUSINESS. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THERE WILL BE NO PURCHASE PRICE ADJUSTMENTS OF ANY TYPE OR MANNER, INCLUDING ANY QUALITY ASSESSMENT OF THE ACQUIRED ASSETS BEING CONVEYED. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, SELLERS MAKE NO REPRESENTATIONS AS TO THE CONDITION OF THE ACQUIRED ASSETS AND PURCHASER HAS MADE ITS OWN INSPECTION AND IS SATISFIED WITH THE ACQUIRED ASSETS IN ALL RESPECTS.

~~ARTICLE VI. Article VI. COVENANTS OF PURCHASER AND SELLERS; OTHER AGREEMENTS.~~ ARTICLE VII. COVENANTS OF PURCHASER AND SELLERS; OTHER AGREEMENTS.

Section 6.1 ~~Section 6.1.~~ **Consents and Approvals.** Prior to Closing, Sellers and Purchaser shall cooperate and use commercially reasonable efforts (a) to obtain all necessary consents and approvals to consummate the purchase and sale of the Acquired Assets and the assignment of the Assumed Obligations, together with any other necessary consents and approvals to consummate the transactions contemplated hereby, including, without limitation, obtaining the Bidding Procedures Order and Sale Order, (b) to make all filings, applications, statements and reports to all authorities that are required to be made prior to the Closing Date by or on behalf of Sellers or any of their Affiliates pursuant to any applicable Law in connection with this Agreement and the transactions contemplated hereby and (c) to obtain all required consents and approvals (if any) necessary to assign and transfer Sellers' Permits included in the Acquired Assets to Purchaser at Closing. In the event that certain of Sellers' Permits included in the Acquired Assets are not transferable or replacements therefore are not obtainable on or before the Closing, but such Permits are transferable or replacements therefore are obtainable after the Closing, Sellers and Purchaser shall continue to cooperate and use such commercially reasonable efforts after the Closing as may be required to obtain all required consents and approvals to transfer, or obtain replacements for, such Permits after Closing and shall do all things necessary to give Purchaser the benefits that would be obtained under such Permits.

Section 6.2 ~~Section 6.2.~~ **Access to Information.** Sellers shall, prior to the Closing Date, (a) provide Purchaser and its representatives, upon reasonable written notice and at reasonable times, access to the facilities, offices, personnel and consultants of Sellers and to the

Books and Records of Sellers as it reasonably requests; (b) furnish Purchaser with such financial and operating data and other information with respect to the condition (financial or otherwise), businesses, assets, properties or operations of Sellers related to the Acquired Assets as Purchaser shall reasonably request; and (c) permit Purchaser to make such reasonable inspections and copies thereof as Purchaser may reasonably require, provided, that Purchaser shall be bound by and shall comply with the terms of the Confidentiality Agreement with respect to Purchaser's ability to use or disclose any such information and provided, further, that no Seller shall be required to disclose any internal or confidential materials prepared by or on behalf of it in connection with the transactions contemplated hereby, and provided, further, that Sellers shall not disclose or provide copies of any documents or materials that are covered by the Sellers' attorney-client privilege.

Section 6.3 ~~**Section 6.3. Further Assurances.**~~

- (a) Sellers will use commercially reasonable efforts (i) to obtain the entry of the Bidding Procedures Order on the Bankruptcy Court's docket as soon as practicable and no later than thirty (30) days after the date hereof; (ii) to hold the Auction no later than thirty (30) days after the date of entry of the Bidding Procedures Order; and (iii) to obtain the entry of the Sale Order on the Bankruptcy Court's docket as soon as practicable and no later than ten (10) Business Days after the conclusion of the Auction.
- (b) With respect to each Assumed Contract, to the extent required by the Bankruptcy Court, Purchaser shall provide adequate assurance of the future performance of such Assumed Contract by Purchaser. Purchaser shall take such actions as may be reasonably requested by Sellers to assist Sellers in obtaining the Bankruptcy Court's entry of the Sale Order and any other order of the Bankruptcy Court reasonably necessary to consummate the transactions contemplated by this Agreement.
- (c) From time to time after the Closing and without further consideration, (i) Sellers, upon the reasonable request of Purchaser, shall execute and deliver such documents and instruments of conveyance and transfer as Purchaser may reasonably request in order to consummate more effectively the purchase and sale of the Acquired Assets as contemplated hereby and to vest in Purchaser title to the Acquired Assets transferred hereunder, or to otherwise more fully consummate the transactions contemplated by this Agreement, and (ii) subject to the Sale Order, Purchaser, upon the reasonable request of Sellers, shall execute and deliver such documents and instruments of contract or lease assumption as Sellers may reasonably request in order to confirm Purchaser's Liability for the obligations specifically assumed hereunder or otherwise to more fully consummate the transactions contemplated by this Agreement.
- (d) For a period of ninety (90) days after the Closing, Sellers shall not seek to reject or terminate any Contract without providing Purchaser at least five (5) business days' notice (or such shorter period consented to by Purchaser) and an opportunity

to elect to take assumption and assignment of such contract pursuant to Section 2.6 hereof.

Section 6.4 ~~Section 6.4. Bankruptcy Actions.~~

- (a) As promptly as practicable, but in no event later than five (5) Business Days after the date of this Agreement, Sellers shall make all filings necessary to initiate the Chapter 11 Cases in the Bankruptcy Court (such actual filing date, the "Petition Date").
- (b) As promptly as practicable, but in no event later than fifteen (15) Business Days after the Petition Date, Sellers shall file in the Chapter 11 Cases a motion, in form and substance reasonably acceptable to Purchaser, seeking the entry of (i) the Bidding Procedures Order and (ii) the Sale Order.
- (c) Subject to its obligations as a debtor-in-possession, each Seller shall promptly make any filings, take all actions and use all commercially reasonable efforts to obtain any and all relief from the Bankruptcy Court that is necessary or appropriate to consummate the transactions contemplated by this Agreement and the Transaction Documents.
- (d) Sellers shall give notice to all parties entitled to notice of the Bidding Procedures Order, the Sale Order and any motions related thereto in accordance with all applicable Laws, the Rules and any applicable local rules, and to any other Persons reasonably requested by Purchaser.
- (e) Sellers shall conduct any auction process in accordance with the Bidding Procedures. Except as permitted by the Bidding Procedures Order or with Purchaser's consent, Sellers shall comply with, and shall not amend, waive, modify or supplement, the Bidding Procedures.
- (f) Sellers shall promptly notify Purchaser if any party appeals, requests a stay of, or seeks reconsideration of the Bidding Procedures Order or Sale Order and provide Purchaser a copy of any related notices, applications or motions within one Business Day after receipt by Sellers.

Section 6.5 Auction Procedures~~Auction Procedures.~~ Notwithstanding anything to the contrary in this Agreement, the following terms and conditions shall govern:

- (a) The sale of the Acquired Assets, the approval of this Agreement and the consummation of the transactions contemplated hereby are expressly subject to (i) higher or better offers that may be received and accepted by Sellers in accordance with the Bidding Procedures Order and (ii) entry of the Sale Order by the Bankruptcy Court.
- (b) Sellers and Purchaser shall cooperate in resolving or contesting any objections (including testimony or argument in Bankruptcy Court) to this Agreement, the Bidding Procedures Order or the Sale Order, and Purchaser and Sellers shall bear

their own costs relating thereto; provided, however, that Purchaser's costs relating thereto shall be considered part of the Expense Reimbursement up to the maximum cap of such Expense Reimbursement.

Section 6.6 ~~**Section 6.6.**~~ **Disclosure Schedules and Supplements.** Sellers shall notify Purchaser of, and shall supplement or amend the Schedules to this Agreement with respect to, any matter that (a) arises after the Execution Date and that, if existing or occurring at or prior to such delivery of the Schedules, would have been required to be set forth or described in the Schedules to this Agreement or (b) makes it necessary to correct any information in the Schedules to this Agreement or in any representation and warranty of Sellers that has been rendered inaccurate thereby. Each such notification and supplementation, to the extent known, shall be made no later than two (2) Business Days after discovery thereof and no later than three (3) days before the date set for the Closing by the parties. Each such supplement or amendment to the Schedules to this Agreement shall be deemed to cure any inaccuracy of any representation or warranty made in this Agreement.

Section 6.7 ~~**Section 6.7.**~~ **Conduct of Business Prior to Closing.** Except as expressly contemplated by this Agreement or with Purchaser's prior written consent, and except to the extent expressly required or permitted under the DIP Credit Agreement, the Bankruptcy Code, other applicable Law or any ruling or order of the Bankruptcy Court:

- (a) Sellers shall not take any action that would constitute or result in an Event of Default (as defined therein) under the DIP Credit Agreement;
- (b) Sellers shall not directly or indirectly sell or otherwise transfer, or offer, agree or commit (in writing or otherwise) to sell or otherwise transfer, any of the Acquired Assets other than the sale of inventory in the ordinary course of business or the use of cash collateral in accordance with the DIP Credit Agreement or the DIP Orders;
- (c) Sellers shall not permit, offer, agree or commit (in writing or otherwise) to permit, any of the Acquired Assets to become subject, directly or indirectly, to any Lien, Claim or other encumbrance, except for Permitted Liens or Liens granted in connection with the DIP Credit Agreement;
- (d) Sellers shall not enter into any transaction or take any other action that could be reasonably expected to cause or constitute a material breach of any representation or warranty made by Sellers in this Agreement;
- (e) Sellers shall notify Purchaser promptly in writing of any Material Adverse Effect;
- (f) Sellers shall comply in all material respects with all Laws applicable to them or having jurisdiction over the Business or any Acquired Asset;
- (g) Sellers shall not enter into any Contract material to Sellers (taken as a whole) to which any Seller is a party or by which it is bound and that are used in or related to the Business or the Acquired Assets or assume, amend, modify, reject or terminate any Contract to which any Seller is a party or by which it is bound and

that are used in or related to the Business or the Acquired Assets (including any Assigned Contract);

- (h) Sellers shall not cancel or compromise any material debt or claim or waive or release any right of Sellers that constitutes an Acquired Asset or an Assumed Obligation, including, for the avoidance of doubt, the compromise of any account receivable;
- (i) Sellers shall not enter into any material commitment for capital expenditures except pursuant to the Budget (as defined in the DIP Credit Agreement);
- (j) Sellers shall not terminate, amend, reject or modify in any manner any lease for leased real property;
- (k) Sellers shall use commercially reasonable efforts to (i) conduct the Business in substantially the same manner as conducted as of the date of this Agreement and only in the ordinary course, (ii) preserve the existing business organization and management of the Business intact, (iii) keep available the services of the current officers and employees of the Business, to the extent reasonably feasible, (iv) maintain the existing relations with customers, distributors, suppliers, creditors, business partners, employees and others having business dealings with the Business, to the extent reasonably feasible, and (v) refrain from changing in any material respect any of their product prices or pricing policies (e.g., discount policies) for any of their products or services except as shall be necessary to meet competition or customer requirements;
- (l) Sellers shall at all times maintain, preserve and protect all of their material Intellectual Property, and preserve all the remainder of their material property, in use or useful in the conduct of the Business and keep the same in good repair, working order and condition (taking into consideration ordinary wear and tear) and from time to time make, or cause to be made, all necessary or appropriate repairs, replacements and improvements thereto consistent with industry practices, so that the business carried on in connection therewith may be properly and advantageously conducted at all times; and
- (m) Sellers shall not take, agree, commit or offer (in writing or otherwise) to take, any actions in violation of the foregoing.

Section 6.8 Casualty ~~Casualty~~. If, between the Execution Date and the Closing, any of the Acquired Assets shall be destroyed or damaged in whole or in part by fire, earthquake, flood, other casualty or any other cause ("Casualty"), then Sellers shall hold the entirety of all insurance proceeds payable to Sellers in respect of the Casualty in trust for Purchaser, and shall not dissipate such funds without the express prior written consent of the Purchaser.

Section 6.9 Assumed Obligations ~~Assumed Obligations~~. Subsequent to the Closing, Purchaser agrees to be solely responsible for the payment and performance of the Assumed Obligations and shall indemnify and hold Sellers harmless with respect to the Assumed Obligations after the Closing, including, without limitation, any loss, Liability, cost or expense

(including, without limitation, legal fees and court costs) arising out of or in connection with, or otherwise relating to, the Assumed Obligations.

Section 6.10 Disclaimer~~**Disclaimer**~~. Sellers do not make, have not made and, if previously made, hereby expressly disclaim, any representations or warranties in connection with the transactions contemplated hereby other than those expressly set forth herein. It is understood that any data, any financial information, and projections or any memoranda or offering materials or presentations are not and shall not be deemed to be or to include representations or warranties of Sellers and no representation or warranty is made with respect thereto and, if made, is hereby expressly disclaimed. Except as expressly set forth herein, no Person has been authorized by Sellers to make any representation or warranty relating to Sellers, the Acquired Assets, the Assumed Obligations or otherwise in connection with the transactions contemplated hereby and, if made, such representation or warranty is expressly disclaimed and may not be relied upon as having been authorized by Sellers.

ARTICLE VII. ~~Article VII. CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER~~ CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER.

The obligations of Purchaser under this Agreement are, at the option of Purchaser, subject to satisfaction of the following conditions precedent on or before the Closing Date.

Section 7.1 ~~**Section 7.1. Representations and Warranties; Covenants.**~~

- (a) Each of the representations and warranties of Sellers contained herein shall be true and correct in all material respects on and as of the Closing Date (except for representations and warranties made as of a specified date, which shall be true and correct in all material respects as of that date) with the same force and effect as though made on and as of the Closing Date.
- (b) Sellers shall have performed and complied in all material respects with the obligations and covenants required by this Agreement to be performed or complied with by Sellers on or prior to the Closing Date.

Section 7.2 Due Diligence~~**Due Diligence**~~. Prior to the Execution Date, Purchaser shall have completed and shall be satisfied in all respects with the results of its ongoing due diligence investigation of the business, assets, operations, properties, financial condition, contingent liabilities, prospects and material agreements of Sellers and relating to Sellers' assets. Upon the Execution Date, Purchaser shall be deemed to have completed its due diligence investigation and shall be deemed to be satisfied in all respect with the results thereof, and no ongoing due diligence contingency shall remain as a condition to Closing.

Section 7.3 ~~**Section 7.3. Bankruptcy Court Approval.**~~ The Sale Order shall have been entered by the Bankruptcy Court and shall have become a Final Order.

Section 7.4 No Injunctions~~**No Injunctions**~~. On the Closing Date, there shall be no Laws or Orders that operate to restrain, enjoin or otherwise prevent or make illegal the consummation of the transactions contemplated by this Agreement. No action or proceeding

initiated by any Governmental Authority seeking an Order prohibiting the consummation of the transactions contemplated by this Agreement shall be pending.

Section 7.5 ~~Closing Deliveries~~**Closing Deliveries**. Sellers shall have delivered to Purchaser: (a) a certificate signed by an officer of each Seller, dated the date of the Closing Date, in form and substance satisfactory to Purchaser, certifying that the conditions specified in ~~Section 7.1(a)~~**Section 7.1(a)** and ~~7.1(b)~~**7.1(b)** have been satisfied as of the Closing and (b) all of the closing deliveries set forth in ~~Section 3.2~~**Section 3.2**.

ARTICLE VIII. ~~Article VIII. CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS~~CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS.

The obligations of Sellers under this Agreement are, at the option of Sellers, subject to the satisfaction of the following conditions precedent on or before the Closing Date.

Section 8.1 ~~Section 8.1. Representations and Warranties; Covenants~~.

- (a) The representations and warranties of Purchaser contained herein shall be true and correct in all material respects on and as of the Closing Date (except for representations and warranties made as of a specified date, which shall be true and correct as of that date in all material respects) with the same force and effect as though made by Purchaser on and as of the Closing Date.
- (b) Purchaser shall have performed and complied in all material respects with the obligations and covenants required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date.

Section 8.2 ~~Consideration~~**Consideration**. Purchaser shall have delivered to Sellers the Purchase Price.

Section 8.3 ~~Section 8.3. Bankruptcy Court Approval~~. The Sale Order shall have been entered by the Bankruptcy Court and shall have become a Final Order.

Section 8.4 ~~No Injunctions~~**No Injunctions**. On the Closing Date, there shall be no Laws or Orders that operate to restrain, enjoin or otherwise prevent or make illegal the consummation of the transactions contemplated by this Agreement. No action or proceeding initiated by any Governmental Authority seeking an Order prohibiting the consummation of the transactions contemplated by this Agreement shall be pending.

Section 8.5 ~~Closing Deliveries~~**Closing Deliveries**. Purchaser shall have delivered to Sellers: (a) a certificate signed by an officer of Purchaser, dated the date of the Closing Date, in form and substance reasonably satisfactory to Sellers, certifying that the conditions specified in ~~Section 8.1(a)~~**Section 8.1(a)** and ~~8.1(b)~~**8.1(b)** have been satisfied as of the Closing and (b) all of the closing deliveries set forth in ~~Section 3.3~~**Section 3.3**.

ARTICLE IX. ~~Article IX. TERMINATION; TERMINATION~~
~~PAYMENT~~TERMINATION; TERMINATION PAYMENT.

Section 9.1 **Termination**~~Termination~~. This Agreement may be terminated prior to the Closing as follows:

- (a) by mutual written agreement of Purchaser and Seller;
- (b) automatically and without any action or notice by either Seller to Purchaser, or Purchaser to Seller, and immediately upon the entry thereof, if there shall be in effect a Final Order restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated under this Agreement;
- (c) by either Purchaser or Seller (provided that the terminating party is not then in material breach of any representation, warranty, covenant or other agreement contained herein), if there shall have been a material breach or misrepresentation of any of the representations or warranties or a material breach of any of the covenants set forth in this Agreement on the part of the other party, which breach would give rise to the failure of the condition set forth in ~~Section 7.1 or Section 8.1~~Section 7.1 or Section 8.1, as applicable, and such breach is not cured within ten (10) days following written notice to the party committing such breach or which breach, by its nature, cannot be cured prior to the Closing;
- (d) by Purchaser, if the Bidding Procedures Order shall not have been entered by the date that is thirty (30) days after the Petition Date;
- (e) by Purchaser, if the Auction shall not have commenced by the date that is thirty (30) days after the date of entry of the Bidding Procedures Order;
- (f) by Purchaser, if the Sale Order shall not have been entered on the date that is five (5) Business Days following the conclusion of the Auction;
- (g) by Purchaser or Sellers if the Bankruptcy Court enters an order approving any Alternate Proposal;
- (h) by Purchaser on any day on or after the sixtieth (60th) day following the date hereof if the Closing shall not have been consummated by such date (or by such later date as shall be mutually agreed to by Purchaser and Sellers in writing), provided that the right to terminate this Agreement under this Section 9.1(h) shall not be available to any party whose failure to fulfill any obligation under this Agreement has been a significant cause of, or resulted in, the failure of the Closing on or before such date;
- (i) by Purchaser, if, prior to the Closing any of the Sellers' Bankruptcy Cases shall have been converted to a case under Chapter 7 of the Bankruptcy Code or dismissed, or if a trustee or examiner with expanded powers is appointed in any Bankruptcy Case;

- (j) by Purchaser (provided that Purchaser is not then in material breach of any representation, warranty, covenant or other agreement contained herein) if it shall have reasonably determined that one or more conditions set forth in ~~Article VII~~Article VII has not been fulfilled or satisfied prior to the date specified in such condition (if such condition specifies a date other than the Closing Date by which such condition must be satisfied); and
- (k) by Sellers (provided that no Seller is then in material breach of any representation, warranty, covenant or other agreement contained herein) if it shall have reasonably determined that one or more conditions set forth in ~~Article VIII~~Article VIII has not been fulfilled or satisfied prior to the date specified in such condition (if such condition specifies a date other than the Closing Date by which such condition must be satisfied).

Section 9.2 ~~Section 9.2.~~ Breakup Fee and Expense Reimbursement.

- (a) If the Bankruptcy Court enters the Bidding Procedures Order and any Seller thereafter consummates an Alternate Proposal, Sellers shall pay (in cash) to Purchaser a breakup fee equal to \$750,000 (the "Breakup Fee") plus up to \$250,000 for reimbursement of Purchaser's legal and professional fees and for other reasonable expenses; provided, however, that the Breakup Fee shall (x) not be payable to Purchaser if a No Fee Event shall have occurred and (y) be payable solely from the proceeds of the Alternate Proposal.
- (b) If the transactions contemplated hereby are not consummated for any reason other than the material breach by Purchaser of this Agreement, Sellers shall immediately pay (in cash) to Purchaser an amount equal to the reasonable, actual and necessary costs and out-of-pocket expenses incurred by Purchaser in connection with its legal, accounting and business due diligence and the preparation and negotiation of this Agreement up to a maximum of \$ 250,000 (the "Expense Reimbursement").
- (c) Sellers' obligation to pay the Breakup Fee and the Expense Reimbursement pursuant to this ~~Section 9.2~~Section 9.2 shall constitute an allowed administrative expense of Sellers' bankruptcy estates under Section 503(b) of the Bankruptcy Code.
- (d) If Purchaser is entitled to a Breakup Fee, Sellers shall withhold \$75,000 from the amount of the Breakup Fee to be held by Sellers in trust and used only as directed by the Official Committee of Unsecured Creditors appointed in the Bankruptcy Cases for: (i) payment of Committee's professional fees and expenses; (ii) fund the expenses of a chapter 11 plan and liquidating trust; and/or (iii) distributions to unsecured creditors.

Section 9.3 ~~Section 9.3.~~ Effect of Termination or Breach. If the transactions contemplated hereby are not consummated: (a) this Agreement shall become null and void and of no further force and effect, except (i) for this ~~Section 9.3~~Section 9.3, (ii) for the provisions of

~~Section 9.2, Section 11.1, Section 11.7, Section 11.8, Section 11.9, Section 11.10 and Section 11.2~~ Section 9.2, Section 11.1, Section 11.7, Section 11.8, Section 11.9, Section 11.10 and Section 11.2 hereof, and (iii) that the termination of this Agreement for any cause shall not relieve any party hereto from any Liability which at the time of termination had already accrued to any other party hereto or which thereafter may accrue in respect of any act or omission of such party prior to such termination; and (b) the payment of the Breakup Fee and Expense Reimbursement, if required under ~~Section 9.2~~ Section 9.2, shall be the sole and exclusive remedy (as liquidated damages) of Purchaser.

ARTICLE X. ~~Article X. ADDITIONAL POST-CLOSING COVENANTS~~ ADDITIONAL POST-CLOSING COVENANTS

Section 10.1 ~~Section 10.1. Employees.~~

- (a) Purchaser shall have the right, but not the obligation, to employ any or all of the employees of Sellers as Purchaser determines in its sole discretion (collectively, the "Eligible Employees"), provided that all Eligible Employees shall be offered employment under wage terms substantially comparable to those enjoyed by the Eligible Employees immediately prior to the Closing Date and under employee benefit plans that provide substantially the same level of coverage and benefits as those provided to similarly situated employees of Purchaser (and in no event materially less than those provided by Sellers). Notwithstanding the foregoing, the parties to this Agreement contemplate that substantially all of Sellers' employees are Eligible Employees. All Eligible Employees who accept Purchaser's offer of employment are herein referred to as "Rehired Employees."
- (b) For purposes of the WARN Act and applicable state Laws, (i) Rehired Employees shall become employees of Purchaser on the Closing Date and (ii) Purchaser shall assume all responsibility for any WARN Act notice or other WARN obligation with regard to any terminations or layoffs by Purchaser following the Closing.

Section 10.2 ~~Section 10.2. Employee Benefit Plans.~~

- (a) At Closing, Purchaser shall either (i) adopt the Assumed Plans and shall be responsible for and assume any and all obligations and liabilities with respect to the Assumed Plans or (ii) make available or establish one or more employee benefit plans for the Rehired Employees and their dependents. Purchaser shall credit (i) each Rehired Employee with his or her service with Sellers, to the extent such service would have been credited had such service been with Purchaser, and (ii) the Rehired Employees with all service recognized by Sellers under employee plans as service with Purchaser for purposes of eligibility to participate and vesting under all employee benefit plans, programs and policies of Purchaser, whether now existing or hereafter adopted ("Purchaser Plans"). Nothing contained in this Agreement shall confer upon any Rehired Employee any right with respect to continuance of employment by Purchaser, nor shall anything herein interfere with the right of Purchaser to terminate the employment of any Rehired Employee at any time, with or without notice, or restrict Purchaser in the exercise of its

business judgment in modifying the terms and conditions of employment of the Rehired Employees after the Closing.

- (b) Except as otherwise specified in this Agreement (including without limitation Purchaser's adoption of the Assumed Plans as contemplated under clause (i) of ~~Section 10.1(a)~~Section 10.1(a) hereof), Sellers shall retain (i) all Liabilities and obligations in respect of the past, present and future employees, including the Rehired Employees, under applicable Laws and (ii) all Liabilities and obligations under any "employee benefit plan" within the meaning of ~~Section 3.3~~Section 3.3 of ERISA and any other employee benefit plan or program maintained or contributed by a Seller or any ERISA Affiliate, and Purchaser shall have no Liability or obligation whatsoever under such employee benefit plans nor shall Purchaser assume the sponsorship of such employee benefit plans.

Section 10.3 ~~Section 10.3~~-Joint Post-Closing Covenant of Purchaser and Sellers.

Purchaser and Sellers jointly covenant and agree that, from and after the Closing Date, Purchaser and Sellers will each use commercially reasonable efforts to cooperate with each other in connection with any action, suit, proceeding, investigation or audit of the other relating to (a) the preparation of an audit of any Tax Return of any Seller or Purchaser for all periods prior to or including the Closing Date and (b) any audit of Purchaser and/or any audit of any Seller with respect to the sales, transfer and similar Taxes imposed by the Laws of any state or political subdivision thereof, relating to the transactions contemplated by this Agreement. In furtherance hereof, Purchaser and Sellers further covenant and agree to promptly respond to all reasonable inquiries related to such matters and to provide, to the extent reasonably possible, substantiation of transactions and to make available and furnish appropriate documents and personnel in connection therewith. All costs and expenses incurred in connection with this ~~Section 10.3~~Section 10.3 referred to herein shall be borne by the party who is subject to such action.

Section 10.4 ~~Name Changes~~Name Changes. On or prior to the Closing Date, each Seller shall take all necessary action to change its name to a name bearing no resemblance to the names set forth on the signature pages to this Agreement. Purchaser agrees and acknowledges that it shall not change its name to the name of any Seller prior to the Closing.

Section 10.5 ~~Section 10.5~~-Tax Matters.

- (a) Any sales, use, purchase, transfer, franchise, deed, fixed asset, stamp, documentary stamp, use or other Taxes and recording charges which may be payable by reason of the sale of the Acquired Assets or the assumption of the Assumed Obligations under this Agreement or the transactions contemplated herein shall be borne and timely paid by Sellers and Sellers shall indemnify, defend (with counsel reasonably satisfactory to Purchaser), protect and save and hold Purchaser harmless from and against any and all claims, charges, interest or penalties assessed, imposed or asserted in relation to any such Taxes.
- (b) Purchaser shall, within the later of (i) one hundred twenty (120) days after the Closing Date or (ii) thirty (30) days prior to the date by which Sellers' federal income Tax Returns must be filed, prepare and deliver to Sellers a schedule

allocating the Purchase Price (and any other items that are required for federal income tax purposes to be treated as part of the purchase price) among the respective Sellers and the Acquired Assets (such schedule, the "Allocation"). Purchaser and Sellers shall report and file all Tax Returns (including amended Tax Returns and claims for refund) consistent with the Allocation, and shall take no position contrary thereto or inconsistent therewith (including, without limitation, in any audits or examinations by any Governmental Authority or any other proceeding). Purchaser and Sellers shall cooperate in the filing of any forms (including Form 8594 under Section 1060 of the Code) with respect to such Allocation, including any amendments to such forms required pursuant to this Agreement with respect to any adjustment to the Purchase Price. Notwithstanding any other provision of this Agreement, the terms and provisions of this ~~(b)~~(b) shall survive the Closing without limitation.

ARTICLE XI. ~~Article XI. MISCELLANEOUS~~ MISCELLANEOUS.

Section 11.1 ~~Section 11.1. Expenses.~~

- (a) Except as provided in ~~Section 9.2~~Section 9.2 hereof, each party hereto shall bear its own costs and expenses, including attorneys' fees, with respect to the transactions contemplated hereby. Notwithstanding the foregoing, in the event of any action or proceeding to interpret or enforce this Agreement, the prevailing party in such action or proceeding (i.e., the party who, in light of the issues contested or determined in the action or proceeding, was more successful) shall be entitled to have and recover from the non-prevailing party such costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may incur in the pursuit or defense thereof.
- (b) The parties hereto agree that if any claims for commissions, fees or other compensation, including, without limitation, brokerage fees, finder's fees or commissions are ever asserted against Purchaser or Sellers in connection with this transaction, all such claims shall be handled and paid by the party whose actions form the basis of such claim and such party shall indemnify (with counsel reasonably satisfactory to the party(ies) entitled to indemnification) and hold the other harmless from and against any and all such claims or demands asserted by any Person, firm or corporation in connection with the transaction contemplated hereby.

Section 11.2 ~~Amendment~~Amendment. This Agreement may not be amended, modified or supplemented except by a written instrument signed by Sellers and Purchaser.

Section 11.3 ~~Notices~~Notices. Any notice, request, instruction or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been given, (a) when received if given in person, (b) on the date of transmission if sent by telex, telecopy, email or other wire transmission (with answer back confirmation of such transmission, if applicable), (c) upon delivery, if delivered by a nationally known commercial courier service providing next day delivery service (such as Federal Express), or (d) upon delivery, or refusal of delivery, if

deposited in the U.S. mail, certified or registered mail, return receipt requested, postage prepaid. Unless another address is specified in writing, any notice, request, instruction or other documents given to the parties to this Agreement shall be sent to the addresses indicated below:

To Purchaser:

Joshua Sanger
Clean Royalties, LLC
1401 McKinney Street, Ste. 900
Houston, TX 77010
Email: joshua.sanger@siltstone.com

with a copy to:

Gordon Rees Sully Mansukhani, LLP
2200 Ross Avenue, Ste. 3700
Dallas, TX 75201
Attn: Megan Adeyemo
Email: madeyemo@grsm.com

To Sellers:

Jeffrey Peck, CEO
iSun, Inc.
400 Avenue D, Ste. 10
Williston, VT 05495
Email: jeff@isunenergy.com

with a copy to:

Gellert, Seitz, Busenkell & Brown, LLC
1 Commerce Center
1201 North Orange St., Ste. 300
Wilmington, DE 19801
Attn: Michael Busenkell
Email: mbusenkell@gsbblaw.com

Section 11.4 Waivers~~Waivers~~. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing by Seller, in the case of a waiver by any Seller, or Purchaser, in the case of any waiver by Purchaser, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach of other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

Section 11.5 ~~Section 11.5~~–Counterparts and Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each Party and delivered to each other Party, it being understood that the Parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

Section 11.6 ~~Electronic Signatures~~Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. "Electronic signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. The Company expressly agrees that this Agreement constitutes "transferable records" as defined in applicable regulations relating to electronic transaction and that it may be created, authenticated, stored, transmitted and transferred in a manner consistent with and permitted by such applicable regulations.

Section 11.7 ~~Headings~~Headings. The headings preceding the text of the Articles and Sections of this Agreement and the Schedules are for convenience only and shall not be deemed part of this Agreement.

Section 11.8 ~~Section 11.8~~–Submission to Jurisdiction. THE PARTIES HEREBY AGREE THAT ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, SUITS, AND PROCEEDINGS RELATING TO THIS AGREEMENT OR THE OTHER AGREEMENTS CONTEMPLATED HEREIN SHALL BE FILED AND MAINTAINED ONLY IN THE BANKRUPTCY COURT, AND THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF SUCH COURT.

Section 11.9 ~~Section 11.9~~–Governing Law; Jurisdiction. Prior to the Sellers filing their cases under the Bankruptcy Code, all questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Texas, without regard to the principles of conflicts of law thereof. Each Party agrees that all business disputes and legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement (whether brought against either Party or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) arising prior to the bankruptcy filing shall be settled by arbitration in Houston, Texas, administered by the then-existing Streamlined JAMS Arbitration Rules and Procedures. After the Sellers file their cases under the Bankruptcy Code, all questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Each Party agrees to personal and subject matter jurisdiction in the U.S. District Court for the State of Delaware, U.S. Bankruptcy Court for the District of Delaware, or any other bankruptcy court in which Sellers might file cases under any chapter of the Bankruptcy Code. If either Party shall commence an action or proceeding to

enforce any provisions of this Agreement, then the prevailing party in such action or proceeding shall be reimbursed by the non-prevailing party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

Section 11.10 ~~Section 11.10.~~ WAIVER OF JURY TRIAL. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.

Section 11.11 ~~Section 11.11.~~ Binding Nature; Assignment. Upon the approval of this Agreement by the Bankruptcy Court, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without prior written consent of the other parties (which shall not be unreasonably withheld or delayed), except: (a) the rights and interests of Sellers hereunder may be assigned to a trustee appointed under Chapter 11 or Chapter 7 of the Bankruptcy Code; (b) this Agreement may be assigned to any entity appointed as a successor to Sellers pursuant to a confirmed Chapter 11 plan; (c) this Agreement may be assigned to any Affiliate or Affiliates of Purchaser; and (d) as otherwise provided in this Agreement. Sellers hereby agree that the terms of this Agreement shall be binding upon any subsequent trustee appointed under Chapter 11 or Chapter 7 of the Bankruptcy Code.

Section 11.12 ~~Section 11.12.~~ No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and nothing contained herein, express or implied, is intended to confer on any Person other than the parties hereto or their successors and permitted assigns, any rights, remedies, obligations, claims, or causes of action under or by reason of this Agreement.

Section 11.13 ~~Construction~~ Construction. The Parties agree that each of them and/or their respective counsel have reviewed and had an opportunity to revise this Agreement and that the language used in this Agreement will be deemed to be the language chosen by the parties to this Agreement to express their mutual intent, and no rule of strict construction shall be applied against any party. Any reference to any federal, state, local or foreign Law shall be deemed also to refer to all rules and Laws promulgated thereunder, unless the context requires otherwise.

Section 11.14 ~~Public Announcements~~ Public Announcements. Except as required by Law or in connection with the Chapter 11 Cases, neither Sellers nor Purchaser shall issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other parties hereto relating to the contents and manner of presentation and publication thereof, which approval will not be unreasonably withheld, delayed or conditioned. Prior to making any public disclosure required by applicable Law, the disclosing parties shall give the other party a copy of the proposed disclosure and reasonable opportunity to comment on the same. Notwithstanding the

foregoing, Purchaser shall not be restricted from making any public announcements or issuing any press releases after the Closing.

Section 11.15 Entire Understanding~~Entire Understanding~~. This Agreement, the Exhibits and the Schedules set forth the entire agreement and understanding of the parties hereto in respect to the transactions contemplated hereby Agreement, the Exhibits and the Schedules supersede all prior agreements, arrangements and understandings relating to the subject matter hereof and are not intended to confer upon any other Person any rights or remedies hereunder.

Section 11.16 Closing Actions~~Closing Actions~~. All deliveries, payments and other transactions and documents relating to the Closing shall be interdependent, and none shall be effective unless and until all are effective (except to the extent that the party entitled to the benefit thereof has waived satisfaction or performance thereof as a condition precedent to the Closing).

Section 11.17 ~~Section 11.17~~ **Conflict Between Transaction Documents**. The parties hereto agree and acknowledge that to the extent any terms and provisions of this Agreement are in any way inconsistent with or in conflict with any term, condition or provision of any other Transaction Document referred to herein, this Agreement shall govern and control.

Section 11.18 No Survival~~No Survival~~. The representations and warranties of Sellers and Purchaser contained in this Agreement or in any instrument delivered in connection herewith shall not survive the Closing.

Section 11.19 Access to Books and Records Post-Closing. From and after the Closing, Purchaser shall (a) provide to Sellers (after reasonable notice and during normal business hours and without charge to Sellers) access to all Books and Records included in the Acquired Assets for periods prior to the Closing to the extent, and only to the extent, such access is necessary in order for Sellers (as applicable) to comply with applicable Law or any contract to which it is a party, for claims or causes of action brought in connection with the Bankruptcy Cases, claim administration, liquidation, winding up, or Tax reporting so long as such access is subject to an obligation of confidentiality, and (b) preserve such Books and Records until the earliest of (i) three (3) years after the Closing Date, (ii) the required retention period for all government contact information, records or documents, (iii) the conclusion of all bankruptcy proceedings relating to the Chapter 11 Cases or (iv) in the case of Books and Records related to Taxes, the expiration of the statute of limitation applicable to such Taxes. Such access shall include access to any information in electronic form to the extent reasonably available. Purchaser acknowledges that Sellers have the right to retain copies of all Books and Records included in the Acquired Assets for periods prior to the Closing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered on the date first above written.

SELLERS:

iSun, Inc.

Name: _____

Title: _____

Solar Communities, Inc. d/b/a Sun Common

Name: _____

Title: _____

Liberty Electric, Inc.

Name: _____

Title: _____

Hudson Solar Service, LLC

Name: _____

Title: _____

Hudson Valley Clean Energy, Inc.

Name: _____

Title: _____

iSun Corporate, LLC

Name: _____

Title: _____

iSun Energy LLC

Name: _____

Title: _____

iSun Utility, LLC

Name: _____

Title: _____

Peck Electric Co.

Name: _____

Title: _____

Sun CSA 36, LLC

Name: _____

Title: _____

PURCHASER:

Clean Royalties, LLC

Name: Joshua Sanger

Title: Authorized Signatory

Summary report: Litera Compare for Word 11.4.0.111 Document comparison done on 8/22/2024 1:49:20 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://ycstwork.ycst.com/YCST01/31956518/1	
Modified DMS: iw://ycstwork.ycst.com/YCST01/31956518/4	
Changes:	
<u>Add</u>	380
Delete	447
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	827

Schedule 1.1(a) - Acquired Assets**Books and Records**

All Books and Records related to the Business and the Acquired Assets, whether in electronic or tangible format, including for the avoidance of doubt:

- All emails or correspondence
- All lists of current and former customers, prospects, and vendors with all details, contracts, agreements, warranties, and historical data.

General Intangibles

1. ~~All intellectual property~~ Any and all interests and rights in and to Intellectual Property Assets that are wholly or beneficially owned by or controlled by Sellers, their affiliates and their subsidiaries or for which Sellers, their affiliates and their subsidiaries are a registrant, including but not limited to all Intellectual Property used or held for use in the conduct of the Sellers' and their Affiliates' business, including, among other things, all of Sellers' rights, ownership and registrations for any and all of Sellers' internet protocol (IP) addresses, domain names, websites, applications, social media names and handles, trademarks, trademark applications, service marks, collective marks and patents ~~and~~, including the following:

(a) Trademarks or Trademark Applications

Entity	Trademark	Country	App #	Reg #
iSUN Energy LLC	ISUN	USA	87118176	5259181
iSUN Energy LLC	ISUN	Canada	1767865	TMA983469
SolarCommunities, Inc.	CLIMATE ACTION FILM FESTIVAL	USA	88788079	6259451
	And design			
SolarCommunities, Inc.	Design of Houses in a Circle	USA	88455441	5937293
	(color)			
SolarCommunities, Inc.	Design of Houses in a Circle	USA	88455131	5937284
	(B&W)			
SolarCommunities, Inc.	SUNCOMMON	USA	85518407	4380819

Hudson Valley
Clean Energy, Inc.

(b) Applications

- iSun EV application for computer and mobile devices
- Applications built into, onto, or connected to any software system used by any of the companies (e.g. NetSuite and Salesforce customizations).

2. Avoidance Actions

3. Venture-level Equity Investments (along with any associated rights)

a) *AmpUp*

- \$1,000,000 SAFE equity investment in NAD Grid Group (AmpUp) with a \$15,000,000 post-money valuation cap. Signed March 16, 2021
- NAD Grid Corp (AmpUp) Pro Rata Agreement signed March 16, 2021
- NAD Grid Corp (AmpUp) Side Letter Agreement signed March 16, 2021

b). *Gemini*

- \$1,500,000 SAFE equity investment in Gemini signed March 15, 2021
- Gemini Electric Mobility Co Side Letter Agreement signed March 15, 2021

c) *Encore Renewables*

- \$5,000,000 investment in Encore Renewables with ROFR/ROFO and Board Observer rights

d) *Fusion Renewable*

- 20% equity interest

4. Permits

- Liberty Electric, Inc., MA Registered Electrical Business License No: 3388 A1
- Liberty Electric NH Registered Electrical Business License No: 5820
- All permits identified under the heading “1. Owned Solar Assets” of this Schedule 1.1(a)
- All other permits used in connection with the Business and Acquired Assets

5. All of Sellers’ rights and interests in marketing and promotional materials, including:

- Marketing collateral, plans, contracts, historical data
- Photographs, customer testimonials, references

6. All rights, including enforcement rights, under non-solicitation and non-compete agreements in favor of Sellers concerning the Business and Acquired Assets

7. All warranties, guaranties and similar rights related to the Business and Acquired Assets, including warranties and guarantees made by suppliers, manufacturers and contractors or sub-contractors under the Purchase Assets and claims thereunder
8. All shares of common stock in the Amicus Solar Cooperative
9. All professional certifications associated with the Business and Acquired Assets, including, without limitation:
 - NYSERDA solar installation
 - B Corporation Certification

Payment Intangibles

1. All accounts receivables held by the Debtors or generated in the course of their business that remain unpaid as of the Closing

Assumed Contracts

1. That certain collective bargaining agreement between Sellers and IBEW Local 567 (Maine), except Purchaser's obligation as to associated Liabilities existing prior to Closing shall be capped at \$100,000.
2. That certain collective bargaining agreement between Sellers and IBEW Local 300 (Union Benefits Funds)(Vermont), except Purchaser's obligation as to associated Liabilities existing prior to Closing shall be capped at \$100,000.

3. That certain insurance policy by and between Sellers and Navigator Casualty, Ltd. Providing coverage for general liability, auto insurance and Worker's Compensation coverage, including all accompanying capital, cash security, unpaid assessments and dividends payable.
4. The following Office Leases:
 - Office Lease for the premises located at 400 Avenue D #10, Williston, VT 05495
 - Liberty Electric office ~~lease~~leases for the premises located at 50 Northwestern Drive, Salem, NH 03079 and annex
 - Lease for the premises located at 442 US-2 Waterbury, VT 05676
5. All of the Sellers' contracts with the owners of the Projects for the performance and completion of such projects, and all of the Sellers' rights and interest in such contracts, regardless of whether such contracts have been or are alleged to have been terminated or are not executory for purposes of section 365 of the Bankruptcy Code listed below under the heading "Industrial and Commercial Contracted Backlog" and "O&M Contracts (Active and Contract Finance):".
6. All of the Sellers' active contracts with customers (including owners of Projects) to provide electrical, fire alarm, data, solar or other services, and all of Sellers' rights and interest in such contracts, including those listed below under the heading "O&M Contracts (Active and Contract Finance):".
7. Any lease, easement or other agreement permitting the use or occupancy of real property in connection with the assets described under the heading "1. Owned Solar Assets" of this Schedule 1.1(a)
8. Any agreement for the offtake or purchase of electricity related to the Solar Array, including any net metering agreement or power purchase agreement, including those described under the heading "1. Owned Solar Assets" of this Schedule 1.1(a)
9. Any interconnection or similar agreement related to the Solar Array, including those described under the heading "1. Owned Solar Assets" of this Schedule 1.1(a)
10. All Contracts with Global Foundries for information technology and data services
11. All Contracts with the following service providers:

<u>Software</u>
<u>Intuit (Quickbooks Online)</u>
<u>JAMF Software LLC</u>
<u>Meraki</u>

<u>Mircom</u>
<u>Nest</u>
<u>NetSuite</u>
<u>Office 365</u>
<u>Okta</u>
<u>OWN Backup</u>
<u>OwnCompany Inc</u>
<u>Paylocity</u>
<u>Paystand</u>
<u>Promevo, LLC</u>
<u>Quickbase</u>
<u>Resilient Networks</u>
<u>Salesforce</u>
<u>Scanifly</u>
<u>SolarEdge</u>
<u>Solis</u>
<u>Spectrum</u>
<u>SymQuest Group, Inc.</u>
<u>Tesla</u>
<u>TPX Communications</u>
<u>TransUnion</u>
<u>Trimble Inc</u>
<u>Verizon</u>
<u>Vonage Business Inc.</u>
<u>Wordpress</u>
<u>Zapier</u>
<u>Zoom</u>
<u>PEX Card</u>
<u>BlueHouse Group</u>
<u>J Studio Creative</u>

12. The following insurance policies:

<u>DEBTOR NAME</u>	<u>COUNTER PARTY</u>	<u>CONTRACT DESCRIPTION</u>
<u>Hudson Solar Service, LLC</u>	<u>ARCH INSURANCE CO</u>	<u>INSURANCE POLICIES: WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE POLICY #ZAWCI9423406</u>

<u>Hudson Solar Service, LLC</u>	<u>ARCH INSURANCE CO.</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306</u>
<u>Hudson Solar Service, LLC</u>	<u>ARCH INSURANCE CO.</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106</u>
<u>Hudson Solar Service, LLC</u>	<u>ARCH INSURANCE CO.</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106</u>
<u>Hudson Solar Service, LLC</u>	<u>ASSUREDPARTNERS NEW ENGLAND INC</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306</u>
<u>Hudson Solar Service, LLC</u>	<u>ASSUREDPARTNERS NEW ENGLAND INC</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106</u>
<u>Hudson Solar Service, LLC</u>	<u>ASSUREDPARTNERS NEW ENGLAND INC</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106</u>
<u>Hudson Valley Clean Energy, LLC</u>	<u>ARCH INSURANCE CO</u>	<u>INSURANCE POLICIES: WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE POLICY #ZAWCI9423406</u>
<u>Hudson Valley Clean Energy, LLC</u>	<u>ARCH INSURANCE CO.</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306</u>
<u>Hudson Valley Clean Energy, LLC</u>	<u>ARCH INSURANCE CO.</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106</u>
<u>Hudson Valley Clean Energy, LLC</u>	<u>ARCH INSURANCE CO.</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106</u>
<u>Hudson Valley Clean Energy, LLC</u>	<u>ASSUREDPARTNERS NEW ENGLAND INC</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306</u>
<u>Hudson Valley Clean Energy, LLC</u>	<u>ASSUREDPARTNERS NEW ENGLAND INC</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106</u>
<u>Hudson Valley Clean Energy, LLC</u>	<u>ASSUREDPARTNERS NEW ENGLAND INC</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106</u>
<u>iSun Energy LLC</u>	<u>ARCH INSURANCE CO</u>	<u>INSURANCE POLICIES: WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE POLICY #ZAWCI9423406</u>
<u>iSun Energy LLC</u>	<u>ARCH INSURANCE CO.</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306</u>

<u>iSun Energy LLC</u>	<u>ARCH INSURANCE CO.</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106</u>
<u>iSun Energy LLC</u>	<u>ARCH INSURANCE CO.</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106</u>
<u>iSun Energy LLC</u>	<u>ASSUREDPARTNERS NEW ENGLAND INC</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306</u>
<u>iSun Energy LLC</u>	<u>ASSUREDPARTNERS NEW ENGLAND INC</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106</u>
<u>iSun Energy LLC</u>	<u>ASSUREDPARTNERS NEW ENGLAND INC</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106</u>
<u>iSun, Inc.</u>	<u>ACCELERANT SPECIALTY INS CO</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #S0073PL002055-00 DTD 9/26/2023</u>
<u>iSun, Inc.</u>	<u>ARCH INSURANCE CO</u>	<u>INSURANCE POLICIES: WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE POLICY #ZAWCI9423406</u>
<u>iSun, Inc.</u>	<u>ARCH INSURANCE CO.</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306</u>
<u>iSun, Inc.</u>	<u>ARCH INSURANCE CO.</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106</u>
<u>iSun, Inc.</u>	<u>ARCH INSURANCE CO.</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106</u>
<u>iSun, Inc.</u>	<u>ASSUREDPARTNERS NEW ENGLAND INC</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #58461264</u>
<u>iSun, Inc.</u>	<u>ASSUREDPARTNERS NEW ENGLAND INC</u>	<u>Insurance Policy</u>
<u>iSun, Inc.</u>	<u>ASSUREDPARTNERS NEW ENGLAND INC</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #58907086</u>
<u>iSun, Inc.</u>	<u>ASSUREDPARTNERS NEW ENGLAND INC</u>	<u>Insurance Policy</u>
<u>iSun, Inc.</u>	<u>ASSUREDPARTNERS NEW ENGLAND INC</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #65830032</u>

<u>iSun, Inc.</u>	<u>ASSURED PARTNERS NEW ENGLAND INC</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #66189001</u>
<u>iSun, Inc.</u>	<u>ASSURED PARTNERS NEW ENGLAND INC</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #66189001</u>
<u>iSun, Inc.</u>	<u>ASSURED PARTNERS NEW ENGLAND INC</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #67058700</u>
<u>iSun, Inc.</u>	<u>ASSURED PARTNERS NEW ENGLAND INC</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306</u>
<u>iSun, Inc.</u>	<u>ASSURED PARTNERS NEW ENGLAND INC</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106</u>
<u>iSun, Inc.</u>	<u>ASSURED PARTNERS NEW ENGLAND INC</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106</u>
<u>iSun, Inc.</u>	<u>EVANSTON INSURANCE CO</u>	<u>INSURANCE POLICIES: COMMERCIAL EXCESS LIABILITY POLICY #MKLV1EUL104207</u>
<u>iSun, Inc.</u>	<u>HISCOX INSURANCE CO INC</u>	<u>INSURANCE POLICIES: COMMERCIAL CRIME INSURANCE POLICY #UC25376768.23</u>
<u>iSun, Inc.</u>	<u>HISCOX INSURANCE CO INC</u>	<u>INSURANCE POLICIES: COMMERCIAL CRIME INSURANCE POLICY #UC25376768.23</u>
<u>iSun, Inc.</u>	<u>HISCOX INSURANCE CO INC</u>	<u>INSURANCE POLICIES: COMMERCIAL CRIME INSURANCE POLICY #UC25376768.24</u>
<u>iSun, Inc.</u>	<u>LIBERTY MUTUAL INSURANCE CO</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #58461264</u>
<u>iSun, Inc.</u>	<u>LIBERTY MUTUAL INSURANCE CO</u>	<u>Insurance Policy</u>
<u>iSun, Inc.</u>	<u>LIBERTY MUTUAL INSURANCE CO</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #58907086</u>
<u>iSun, Inc.</u>	<u>LIBERTY MUTUAL INSURANCE CO</u>	<u>Insurance Policy</u>
<u>iSun, Inc.</u>	<u>LIBERTY MUTUAL INSURANCE CO</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #65830032</u>

<u>iSun, Inc.</u>	<u>LIBERTY MUTUAL INSURANCE CO</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #66189001</u>
<u>iSun, Inc.</u>	<u>LIBERTY MUTUAL INSURANCE CO</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #66189001</u>
<u>iSun, Inc.</u>	<u>LIBERTY MUTUAL INSURANCE CO</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #67058700</u>
<u>Peck Electric Co.</u>	<u>ARCH INSURANCE CO</u>	<u>INSURANCE POLICIES: WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE POLICY #ZAWCI9423406 (WORKERS COMPENSATION)</u>
<u>Peck Electric Co.</u>	<u>ARCH INSURANCE CO.</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306 (AUTOMOBILE)</u>
<u>Peck Electric Co.</u>	<u>ARCH INSURANCE CO.</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106 (GENERAL LIABILITY)</u>
<u>Peck Electric Co.</u>	<u>ARCH INSURANCE CO.</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106 (GENERAL LIABILITY)</u>
<u>Peck Electric Co.</u>	<u>ASSUREDPARTNERS NEW ENGLAND INC</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306 (AUTOMOBILE)</u>
<u>Peck Electric Co.</u>	<u>ASSUREDPARTNERS NEW ENGLAND INC</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106 (GENERAL LIABILITY)</u>
<u>Peck Electric Co.</u>	<u>ASSUREDPARTNERS NEW ENGLAND INC</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106 (GENERAL LIABILITY)</u>
<u>SolarCommunities, Inc.</u>	<u>ARCH INSURANCE CO</u>	<u>INSURANCE POLICIES: WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE POLICY #ZAWCI9423406 (WORKERS COMPENSATION)</u>

<u>SolarCommunities, Inc.</u>	<u>ARCH INSURANCE CO.</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306 (AUTOMOBILE)</u>
<u>SolarCommunities, Inc.</u>	<u>ARCH INSURANCE CO.</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106 (GENERAL LIABILITY)</u>
<u>SolarCommunities, Inc.</u>	<u>ARCH INSURANCE CO.</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106 (GENERAL LIABILITY)</u>
<u>SolarCommunities, Inc.</u>	<u>ASSUREDPARTNERS NEW ENGLAND INC</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZACAT9249306 (AUTOMOBILE)</u>
<u>SolarCommunities, Inc.</u>	<u>ASSUREDPARTNERS NEW ENGLAND INC</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106 (GENERAL LIABILITY)</u>
<u>SolarCommunities, Inc.</u>	<u>ASSUREDPARTNERS NEW ENGLAND INC</u>	<u>INSURANCE POLICIES: INSURANCE POLICY #ZAGLB9236106 (GENERAL LIABILITY)</u>

Contracted Backlog

Industrial and Commercial Contracted Backlog

Job ID	Project
23LE0734	23LE0734 - Coliseum Senior Living
22SV0684	22SV0684 - Stone Mill Solar Pull Test plus EPC
22SV0679	22SV0679 - BD Solar Rangeley LLC Design
22SV0683	22SV0683 - Trolley Tracks Solar Pull Test plus EPC
22SV0685	22SV0685 - Halladay Solar Pull Test
22SV0677	22SV0677 - BD Solar Norridgewock LLC Design plus full EPC
22SV0673	22SV0673 - SV Limestone CSG 1 ME 90% 4.409mw SAT ground mount
23SV0701	23SV0701 - SO 2023 Giri Jonesboro Solar ME 2.9568mw fixed tilt
22SV0681	22SV0681 - BD Solar Larson LLC Design
23LE0731	23LE0731 - Acre Crossing Credit Union
23LE0736	23LE0736 - Pinkerton Academy Bldg 19
495792	Beta Technologies Manufacturing Hangar Roof - 2022-04 Autumn Harp
22SV0663	22SV0663 - Onlogic 654.2kw ballasted roof mount
23E5690	23E5690 - ICE Harvest Lane
21SV0624	21SV0624 - Simon Pearce Oakland MD 3.1616
23LE0732	23LE0732 - Acre Crossing Residential Bldg
670878	Church Communities NY, Inc. (Maple Ridge)
22LE0720	22LE0720 - Red Tavern
617448	55 Parker Ave (Scenic Hudson)
22SV0660	22SV0660 - SV Easton CSG Solar ME 4.171mw SAT ground mount
23E5725	23E5725 - Troy BESS
24D6310	24D6310 - Phone Coverage T&M
508948	Stone Creek Properties (Surface Creations) - Commercial PV Roof - 2022-06
577504	Arcadia Fields, Commercial PV Roof - 2023-03
22SV0688	22SV0688 - ER South Street 6.49476 mw tracker mount
24LE0737	24LE0737 - Pennichuck Dehumidification
548704	Eric Colombel, Commercial PV Ground - 2022-12 (Four Doves, LLC) Wings Market
24D6308	24D6308 - Running T&M KTLO Essex Resorts Greg Beaudoin
624813	Lake and Lake and Maple Apartments - Grant Butterfield
21SV0639	21SV0639 - Von Turkivich S. Burlington
623200	Town of Poughkeepsie, Commercial PV Ground - 2022-09
OM58	OM58 - Whispering Pines PM Talita Lodge
467083	Scenic Hudson - 58 Parker Ave, Commercial PV Roof - 2022-02
583065	Bouchard Family Farm
22LE0723	22LE0723 - McKelvie Intermediate School Fire Alarm System Catamount Run Phase I
24D6326	24D6326 - Courthouse re-wire
24D6315	24D6315 - Prison Video Systems
24D6309	24D6309 - Running T&M Spectralink
23SV0724	23SV0724 - COTS 18.225 Ballasted roof mount
696189	Oblong Books (Millerton)
24D6328	24D6328 - Marquesas Project
OM11	OM11 - Novus Hardwick
24LE6868	24LE6868 - Humidifier/LED/Ballast
581760	Commercial - SUNWEALTH Four Girls Dairy (Peter Rainville) 72kW - 2023-03
539054	Greater Bennington Community Services, Commercial PV Roof - 2022-10
24LE6869	24LE6869 - Pinkerton Building Cosmetology
24D6316	24D6316 - Phone Installs
24D6319	24D6319 - Vermont National Country Club

~~Industrial and Commercial Contracted Backlog (con't)~~

Job ID	Project
22SV0674	22SV0674 - SV Limestone CSG 2 ME 90% 3.555MW SAT ground mount
23E5721	23E5721 - Bristol BESS
23E5709	23E5709 - Camp Johnson Resiliency
23SV0702	23SV0702 - KSI Novus rock pit pull test & racking dep
22SV0678	22SV0678 - BD Solar North Anson LLC Design plus EPC
22LE0729	22LE0729 - Laconia Solar Array
22SV0656	22SV0656 - ER Wilton Solar Me 4.01752mw Screw ground mount
23SV0700	23SV0700 - SO 2023 Giri Cherryfield Solar ME 3.1416mw fixed tilt

Job ID	C&I Projects
23LE0734	23LE0734 - Coliseum Senior Living
22SV0684	22SV0684 - Stone Mill Solar Pull Test plus EPC
22SV0679	22SV0679 - BD Solar Rangeley LLC Design
22SV0683	22SV0683 - Trolly Tracks Solar Pull Test plus EPC
22SV0685	22SV0685 - Halladay Solar Pull Test
22SV0677	22SV0677 - BD Solar Norridgewock LLC Design plus full EPC
22SV0673	22SV0673 - SV Limestone CSG 1 ME 90% 4.409mw SAT ground mount
23SV0701	23SV0701 - SO 2023 Giri Jonesboro Solar ME 2.9568mw fixed tilt
22SV0681	22SV0681 - BD Solar Larson LLC Design
23LE0731	23LE0731 - Acre Crossing Credit Union
23LE0736	23LE0736 - Pinkerton Academy Bldg 19
-	Autumn Harp
22SV0663	22SV0663 - Onlogic 654.2kw ballasted roof mount
23E5690	23E5690 - ICE Harvest Lane
21SV0624	21SV0624 - Simon Pearce Oakland MD 3.1616
23LE0732	23LE0732 - Acre Crossing Residential Bldg
670878	Church Communities NY, Inc. (Maple Ridge)
22LE0720	22LE0720 - Red Tavern
22SV0660	22SV0660 - SV Easton CSG Solar ME 4.171mw SAT ground mount
23E5725	23E5725 - Troy BESS
24D6310	24D6310 - Phone Coverage T&M
508948	Stone Creek Properties (Surface Creations) - Commercial PV Roof - 2022-06
577504	Arcadia Fields, Commercial PV Roof - 2023-03
22SV0688	22SV0688 - ER South Street 6.49476 mw tracker mount
24LE0737	24LE0737 - Pennichuck Dehumidification
-	Wings Market
24D6308	24D6308 - Running T&M KTLO
-	Essex Resorts
-	Greg Beaudoin
624813	Lake and Lake and Maple Apartments - Grant Butterfield
21SV0639	21SV0639 - Von Turkivich S. Burlington
OM58	OM58 - Wispering Pines PM
-	Talta Lodge
583065	Bouchard Family Farm
22LE0723	22LE0723 - McKelvie Intermediate School Fire Alarm System
-	Catamount Run Phase I
24D6326	24D6326 - Courthouse re-wire
24D6315	24D6315 - Prison Video Systems
24D6309	24D6309 - Running T&M Spectralink
23SV0724	23SV0724 - COTS 18.225 Ballasted roof mount
696189	Oblong Books (Millerton)
24D6328	24D6328 - Marquesas Project
OM11	OM11 - Novus Hardwick
24LE6868	24LE6868 - Humidifier/LED/Ballast
581760	Commercial - SUNWEALTH Four Girls Dairy (Peter Rainville) 72kW - 2023-03
539054	Greater Bennington Community Services, Commercial PV Roof - 2022-10
24D6316	24D6316 - Phone Installs
24D6319	24D6319 - Vermont National Country Club
22SV0674	22SV0674 - SV Limestone CSG 2 ME 90% 3.555MW SAT ground mount
23E5721	23E5721 - Bristol BESS
23E5709	23E5709 - Camp Johnson Resiliency
23SV0702	23SV0702 - KSI Novus rock pit pull test & racking dep
22SV0678	22SV0678 - BD Solar North Anson LLC Design plus EPC
22LE0729	22LE0729 - Laconia Solar Array
22SV0656	22SV0656 - ER Wilton Solar Me 4.01752mw Screw ground mount
23SV0700	23SV0700 - SO 2023 Giri Cherryfield Solar ME 3.1416mw fixed tilt

O&M Contracts (Active and Contract Finance)

Site Name	Site Address
Active	
Echo Center	1 College Street, Burlington, VT
Route 149	Route 149, West Pawlet, VT 05775
Shields Drive	359 Shields Drive, Bennington, VT 05201
Cross Pollination	7263 Ethan Allen Highway, New Haven, VT 05472
South Forty	Sunset Cliff Road, Burlington, VT
Chace Mill	1 Mill St, Burlington, VT
Redstone Lofts	165 Davis Road, Burlington, VT, US
Novus Hardwick	Arsen Ace. East Hardwick, Vermont 05386
Novus Rockingham	25 Jackson Road, Rockingham, VT 05143
University 2	200 Robin Hollow Road, West Greenwich, RI 02718
Blissville Rd	1327 Blissville Rd, Poultney< VT 05764
Park Road Solar, LLC	26 Ferry Road, Hartland, VT 05048
Upper Road	325 QSI Rd, Poultney, VT 05764
Whispering Pines	Panton Road, Panton, VT 05491
Nedde Bank	77 Pine street, Burlington, VT 05401
Breezy Hill	900 Breezy Hill Rd, Saint Johnsbury, VT 05819
Case Street	Middlebury, VT 05753
Newfrane	14 School Street Newfane, VT 05345
VPR	Troy Avenue 365, Colchester, VT, US
WSOC	280 State Drive, Waterbury, VT 05676
Williston DPW	<i>na</i>
MNFC	1600 Town Hill Rd, New Haven, VT 05472
Gervaise	1330 Twitchell Hill Road, New Haven, VT 05472
Randolph	576 Beanville Rd, Randolph, VT
St. Albans	91 Brigham rd., Saint Albans, VT
Hartland	314 Clay Hill Road, Hartland, VT 05048
Radio Kingston	241-267 Albany Ave, Kingston, NY 12401
CSA McNary	1906 Route 7, Ferrisburgh, VT 05456
CSA Erb Jericho	Old Pump Road 35, Jericho, VT, US
CSA Meshna	1195 Dog Team Road, New Haven, VT 05472
CSA Blakely	680 Route 73, Orwell, VT 05760
CSA Guendel	226 Plank Road, Weltham, VT 05491
CSA Quinn	185 Leicester- Whiting Road, Whiting, VT 05778
GMP Middlebury	121 Cady Road, Middlebury, VT
Cressett Brook- MS	5672 VT-100 Duxbury, VT 05676
CSA Saladino	462 Lake Morey Road, Bradford, VT
CSA Siminger	365 Eden Rd, Albany, VT
CSA Tolle	2742 US-5, Barnet, VT
CSA Lendway	2594 Young Road, Benson, VT
CSA Marcott	1 Birch Meadow Road, Fairlee, VT
CSA Connor	VT Route 22A, Bridport, VT
CSA Hodge	7389 US Route 5, Thetford, VT
CSA Evarts	Green Street, Waltham, VT
CSA Johnson	28 Bowers Road, Hartland, VT

O&M Contracts (Active and Contract Finance) (con't)

Site Name	Site Address
CSA Cameron	2742 US-5, Barnet, VT
CSA Gildrien	Delorm Road, Leicester, VT
CSA Magnan	5618 Duffy Hill Road, Fairfield, VT
CSA Miserocchi	1509 Middle Road, North Clarendon, VT
CSA Stevens	1870 Shard villa Road, Salisbury, VT
CSA Mason	980 Wooster Road, Whiting, VT 05778
CSA SATEC	169 South Main Street, St. Albans, VT 05478
CSA Red hook	44 MM Ham Memorial Fire House Lane, Red Hook, NY
Novus Rock Pit	2029 Rockingham Rd Rockingham, Vermont
Member CSA- GMP Colchester	163 Acorn Ln, Colchester, VT 05446
Member CSA- OCCF	23 White Oak Dr, Chester, NY 10981
Member CSA- Loveland	3847 Route 9G, Germantown, NY 12526
Member CSA- Lyric Theater	7 Green Tree Dr, South Burlington, VT
Member- CSA POP 1,2, & NM	234 Hurley Ave, Kingston, NY
Dousevicz Berlin Mall	430 Berlin Mall, Berlin, VT
Dousevicz Blair Park	422 Blair Park Road, Williston, VT
Dousevicz Meadows	20 Carmichael St., Essex Junction, VT
Dousevicz Mansfield	18 Carmichael St. Essex junction, VT
Poly.co	2300 St George Rd. Williston, VT
VT Livestock	76 Depot Road, Ferrisburgh, VT 05456
Allen Street Solar	16 Gallup Court, Swanton, VT 054488
Bridge Street Solar	na
Acre Solar	na
Bloom	na
GBR Fairbanks Road Solar	na
Orr Solar	na
<u>Contract Finance</u>	
Echo Center	na
Route 149	na
Shields Drive	na
Cross Pollination	na
South Forty	na
Chace Mill	na
Redstone Lofts	na
Novus Hardwick	na
Novus Rockingham	na
University 2	na
Blissville Rd	na
Park Road Solar, LLC	na
Upper Road	na
Whispering Pines	na
Nedde Bank	na
Breezy Hill	na
Case Street	na

O&M Contracts (Active and Contract Finance) (con't)

Site Name	Site Address
Newfrane	na
VPR	na
WSOC	na
Williston DPW	na
MNFC	na
Gervaise	na
Randolph	na
St. Albans	na
Hartland	na
Radio Kingston	na
CSA McNary	na
CSA Erb Jericho	na
CSA Meshna	na
CSA Blakely	na
CSA Guendel	na
CSA Quinn	na
GMP Middlebury	na
Cressett Brook- MS	na
CSA Saladino	na
CSA Siminger	na
CSA Tolle	na
CSA Lendway	na
CSA Marcott	na
CSA Connor	na
CSA Hodge	na
CSA Evarts	na
CSA Johnson	na
CSA Cameron	na
CSA Gildrien	na
CSA Magnan	na
CSA Miserocchi	na
CSA Stevens	na
CSA Mason	na
CSA SATEC	na
CSA Red hook	na
Member CSA- GMP Colchester	na
Member CSA- OCCF	na
Member CSA- Loveland	na
Member CSA- Lyric Theater	na
Member- CSA POP 1,2, & NM	na
Dousevicz Berlin Mall	na
Dousevicz Blair Park	na
Dousevicz Meadows	na
Dousevicz Mansfield	na
Poly.co	na

O&M Contracts (Active and Contract Finance) (con't)

Site Name	Site Address
VT Livestock	<i>na</i>
Peck Investment Properties Gallup Court	<i>na</i>
Allen Street Solar	<i>na</i>
Bridge Street Solar	<i>na</i>
Novus Rock Pit	<i>na</i>
CSA Parma Solar 1, LLC	<i>na</i>
CDG Huron Solar 1, LLC	<i>na</i>
CDG Sodus Solar 1, LLC	<i>na</i>
Conway 302 Solar, LLC	<i>na</i>
NESG Lasconia 1 Solar, LLC	<i>na</i>

Personal Property1. ~~3MW~~ Owned Solar Assets as follows:

Name	ID	GMP Acct #	ID	Site	Sage ID	Job #
VPR (2015)	1		30154450305	365 Troy Ave, Colchester VT 05446	VPR-2	OM60
Breezy Hill (2016)	2		52723033412	900 Breezy Hill Rd., St. Johnsbury VT 05819	Town of St Johnsbury	OM70
WSOC (2016)	3		66463854829	280 State Drive <u>103 South Main Street</u> , Waterbury VT 05676	State of Vermont BGS	OM72
Newfane (2017)	5		47528115414	14 School Rd., Newfane VT 05345	Windham	OM75
Case Street (2018)	6		21030056689	VT State Colleges - Case St, Middlebury VT 05753	Vermont State College	OM71
MNFC <u>Hartland</u> (2014)	7	47106174668 <u>54722317721</u>	47106174668 <u>54722317721</u>	1600 Town <u>314 Clay Hill Road, New Haven Rd., Hartland VT 05472</u> <u>05048</u>	<u>Hartford Town</u> MIDD NAT	<u>OM64</u>
Hartland <u>MNFC</u> (2014)	8	54722317721 <u>47106174668</u>	47106174668 <u>54722317721</u>	314 Clay Hill Rd., Hartland VT 05048 <u>3830 Ethan Allen Highway, New Haven VT 05472</u>	<u>MIDD NAT</u> Hartford Town	<u>OM74</u>
Gervaise (2014)	9		58555525219	1330 Twitchell Hill Road, New Haven VT 05472	Town of Middlebury	OM73
UVM Hort <u>(2023) Bushey Property</u> <u>(CSA36)</u>	10		-	South Burlington <u>489 Barry Rd, Fairfield, VT 05403</u>	N/A <u>Fairfield</u>	OM40

2. ~~iSUN Depreciable Assets as follows:~~

Including the Sellers' rights and interests in and arising under the following documents:

<u>Project Name</u>	<u>VPR, Troy Ave., Colchester</u>
<u>Debtor</u>	<u>Peck Electric Co. ("Peck")</u>
<u>Predecessor to Debtor</u>	<u>Encore Troy Avenue Solar, LLC. ("Encore Troy")</u>
<u>Assignment Docs</u>	<u>Solar Project Assignment and Assumption Agreement dated 11/21/2015 with Peck and Encore Troy</u>
<u>Project Location</u>	<u>365 Troy Avenue, Colchester VT</u>
<u>Land Owner</u>	<u>Vermont Public Radio</u>
<u>Lease Documents</u>	<u>Site Lease Agreement dated 8/19/2015 with Peck as successor to Encore Troy</u>
<u>Customer/Purchaser</u>	<u>Vermont Public Radio</u>
<u>Customer Agreement</u>	<u>Group Net Metering Agreement dated 8/19/2015 with Peck as successor to Encore Troy</u>
<u>Permits</u>	<u>Energizing Permit dated 12/12/2015.</u>
<u>Certificate of Public Good</u>	<u>CPG #NM-6358 9/11/2015</u> <u>Notice of Transfer of CPG to Peck 12/11/2015</u>
<u>Inter Connection Agreement</u>	<u>Generation Interconnection Agreement (GMP Acct # 30154450305)</u>

<u>Project Name</u>	<u>Breezy Hill – Cole – St. Johnsbury</u>
<u>Debtor</u>	<u>Peck</u>
<u>Predecessor to Debtor</u>	<u>Solarflect Solar Futures, LLC. ("Solarflect")</u>
<u>Assignment Docs</u>	<u>Solar Project Assignment and Assumption Agreement dated 10/24/2016 with Peck and Solarflect</u>
<u>Project Location</u>	<u>Breezy Hill Road, St. Johnsbury VT</u>
<u>Land Owner</u>	<u>Solarflect Properties V, LLC</u>
<u>Lease Documents</u>	<u>Solar System Site Lease Agreement dated 10/24/2016 with Peck Electric Company, Inc.</u>
<u>Customer/Purchaser</u>	<u>Town of St. Johnsbury</u>

<u>Customer Agreement</u>	<u>Group Net Metering Agreement dated 9/11/2015 with Peck as successor to Solarflect</u>
<u>Permits</u>	<u>Permission to Operate dated 1/11/2017</u>
<u>Certificate of Public Good</u>	<u>CPG #NM-6393 9/24/2015</u> <u>Amendment to CPG #NM-6393 8/5/2016</u>
<u>Inter Connection Agreement</u>	<u>Generation Interconnection Agreement (GMP Acct # 52723033412)</u>

<u>Project Name</u>	<u>State of Vermont (WSOC)</u>
<u>Debtor</u>	<u>Peck</u>
<u>Predecessor to Debtor</u>	<u>Encore Redevelopment, LLC ("Encore")</u>
<u>Assignment Docs</u>	<u>Solar Project Assignment and Assumption Agreement dated 11/21/2015 with Peck and Encore.</u>
<u>Project Location</u>	<u>103 South Main Street, Waterbury VT</u>
<u>Land Owner</u>	<u>State of Vermont (Dept of Buildings & General Services)</u>
<u>Lease Documents</u>	<u>Easement Deed for a portion of 103 South Main Street, Waterbury, Vermont, dated 12/22/2015, with Encore as Grantee and Peck as assignee/successor</u>
<u>Customer/Purchaser</u>	<u>State of Vermont</u>
<u>Customer Agreement</u>	<u>Group Net Metering Agreement dated 12/8/2015 with Peck as successor to Encore</u>
<u>Permits</u>	<u>Electric Permit 3/28/2016</u>
<u>Certificate of Public Good</u>	<u>CPG #NM-6824 10/21/2015</u>
<u>Inter Connection Agreement</u>	<u>Generation Interconnection Agreement (GMP Acct #66463854829)</u>

<u>Project Name</u>	<u>VT Tech Windham County Supervisory Union – Newfane</u>
<u>Debtor</u>	<u>Peck</u>
<u>Predecessor to Debtor</u>	<u>Encore</u>
<u>Assignment Docs</u>	<u>Solar Project Assignment and Assumption Agreement dated 12/5/2017 with Peck and Encore.</u>
<u>Project Location</u>	<u>14 School Street, Newfane VT</u>

<u>Land Owner</u>	<u>West River Modified Union Education District</u>
<u>Lease Documents</u>	<u>Lease Agreement dated 12/3/2019 with Peck</u>
<u>Customer/Purchaser</u>	<u>Jamaica Village School; Vermont State Colleges/Vermont Technical College; Leland & Gray Union Middle and High School; Wardsboro Elementary School; Windham Elementary School; Townshend Elementary School; The Brookline-Newfane Joint Contract Board</u>
<u>Customer Agreement</u>	<u>Solar Power and Services Agreement dated 7/25/2017</u> <u>Solar Power and Services Agreement dated 12/21/2015</u> <u>Solar Power and Services Agreement dated 8/14/2017</u> <u>Solar Power and Services Agreement dated 9/5/2017</u> <u>Solar Power and Services Agreement dated 8/7/2017</u> <u>Solar Power and Services Agreement dated 8/14/2017</u> <u>Solar Power and Services Agreement dated 8/6/2015 as amended on 6/30/2017</u>
<u>Certificate of Public Good</u>	<u>CPG #16-00063-NMP 7/10/2017</u>
<u>Inter Connection Agreement</u>	<u>Generation Interconnection Agreement (GMP Acct #47528115414)</u>

<u>Project Name</u>	<u>VT State College – Case Street</u>
<u>Debtor</u>	<u>Peck</u>
<u>Predecessor to Debtor</u>	<u>Encore</u>
<u>Assignment Docs</u>	<u>Solar Project Assignment and Assumption Agreement dated 12/12/2017 with Peck and Encore.</u>
<u>Project Location</u>	<u>3614 Case Street, Middlebury VT</u>
<u>Land Owner</u>	<u>Ronald Fenn and Susan Fenn</u>
<u>Lease Documents</u>	<u>Lease Agreement dated 5/30/2018 with Peck</u>
<u>Customer/Purchaser</u>	<u>Vermont State Colleges</u>
<u>Customer Agreement</u>	<u>Solar Power & Services Agreement dated 11/11/2015 with Peck as successor to SunEdison Origination 1, LLC</u>
<u>Certificate of Public Good</u>	<u>CPG #16-0065-NMP 11/8/2017</u>
<u>Inter Connection Agreement</u>	<u>Generation Interconnection Agreement dated 12/5/17 with Peck as successor to Encore (GMP Acct#210300056689)</u>

<u>Project Name</u>	<u>Town of Hartford – Dunne – Clay Hill Road - Hartland</u>
<u>Debtor</u>	<u>Peck</u>

<u>Predecessor to Debtor</u>	<u>Encore Hartford Solar I, LLC (“Encore Hartford”)</u>
<u>Assignment Docs</u>	<u>Solar Project Assignment and Assumption Agreement dated 3/18/2015 with Peck and Encore Hartford.</u>
<u>Project Location</u>	<u>314 Clay Hill Road, Hartland VT</u>
<u>Land Owner</u>	<u>Matt Dunne and Sarah Taylor</u>
<u>Lease Documents</u>	<u>Lease Agreement dated 10/15/2014 with Peck as successor to Encore Hartford</u>
<u>Customer/Purchaser</u>	<u>Town of Hartford</u>
<u>Customer Agreement</u>	<u>Group Net Metering Agreement dated 11/3/2014 with Peck as successor to Encore Hartford</u>
<u>Certificate of Public Good</u>	<u>CPG #NM-5073 10/15/2014</u> <u>Notice of Transfer of CPG 6/15/15</u>
<u>Inter Connection Agreement</u>	<u>Generation Interconnection Agreement (GMP Acct #47106174668)</u>

<u>Project Name</u>	<u>Middlebury Natural Foods - MNFC</u>
<u>Debtor</u>	<u>Peck</u>
<u>Predecessor to Debtor</u>	<u>Encore Middlebury Natural Foods Solar, LLC. (“Encore MNFS”)</u>
<u>Assignment Docs</u>	<u>Solar Project Assignment and Assumption Agreement dated 5/17/2014 with Peck and Encore MNFS.</u>
<u>Project Location</u>	<u>3830 Ethan Allen Highway, New Haven VT</u>
<u>Land Owner</u>	<u>John H. and Carmen L. Palmer DBA Misty Knoll Farm</u>
<u>Lease Documents</u>	<u>Lease Agreement dated 3/26/2014 with Peck as successor to Encore MNFS</u>
<u>Customer/Purchaser</u>	<u>Middlebury Natural Foods</u>
<u>Customer Agreement</u>	<u>Net Metering Agreement dated 4/11/2014 with Peck as successor to Encore MNFS</u>
<u>Certificate of Public Good</u>	<u>CPG #NM-3587 3/20/2014</u>
<u>Inter Connection Agreement</u>	<u>Generation Interconnection Agreement (GMP Acct #54722317721)</u>

<u>Project Name</u>	<u>Town of Middlebury (Twitchell Hill Road) - Gervaise</u>
---------------------	--

<u>Debtor</u>	<u>Peck</u>
<u>Predecessor to Debtor</u>	<u>Encore Middlebury Solar I, LLC. ("Encore MS")</u>
<u>Assignment Docs</u>	<u>Solar Project Assignment and Assumption Agreement dated 10/2014 with Peck and Encore MS.</u> <u>Solar Project Assignment and Assumption Agreement dated 3/25/2015 with Peck and Encore Middlebury.</u> <u>Solar Project Assignment and Assumption Agreement dated 12/4/2017 with Peck and Encore Redevelopment LLC.</u>
<u>Project Location</u>	<u>1330 Twitchell Hill Road/498 Field Days Road</u>
<u>Land Owner</u>	<u>Edward and Shirley Gervais Family Trust dated 10/24/2017 (Edward Gervais, Trustee) as successor to Edward and Shirley Gervais</u>
<u>Lease Documents</u>	<u>Site Lease Agreement dated 8/22/2014 with Peck as successor to Encore MS</u> <u>Amendment to Site Lease Agreement dated 4/25/2015 with Peck as successor to Encore MS</u>
<u>Customer/Purchaser</u>	<u>Town of Middlebury</u>
<u>Customer Agreement</u>	<u>Net Metering Agreement dated 8/19/2014 with Peck Electric Co. as successor to Encore MS</u>
<u>Certificate of Public Good</u>	<u>CPG #NM-5056 11/26/2014</u>
<u>Inter Connection Agreement</u>	<u>Generation Interconnection Agreement (GMP Acct #58555525219)</u>

<u>Project Name</u>	<u>CSA36 // Bushey Property</u>
<u>Debtor</u>	<u>Sun CSA 36, LLC ("CSA 36")</u>
<u>Project Location</u>	<u>489 Barry Road, Fairfield, Vermont</u>
<u>Land Owner</u>	<u>Harvey E. Bushey and Mary A. Bushey</u>
<u>Lease Documents</u>	<u>Permanent Easement dated 11/3/2014 with CSA 36 as successor to SollarCommunities, Inc</u>
<u>Customer/Purchaser</u>	<u>See Below</u>
<u>Customer Agreement</u>	<u>CSA Membership Agreement/Residential Agreement with the customers identified below</u>
<u>Certificate of Public Good</u>	<u>CPG #NM-5162 10/30/2014</u>
<u>Inter Connection Agreement</u>	<u>Generation Interconnection Agreement (GMP Acct #6144200)</u>

Sun CSA 36 LLC Customers

<u>Household</u>	<u>Participation level</u>	<u>Start Date</u>
<u>Jason Wyman Household</u>	<u>3.00%</u>	<u>3/15/2024</u>
<u>Mark Osborne Household</u>	<u>4.00%</u>	<u>5/15/2023</u>
<u>Ben Owens Household</u>	<u>4.00%</u>	<u>9/15/2022</u>
<u>Rene Morrisette Household</u>	<u>3.00%</u>	<u>9/15/2022</u>
<u>Marc Christie Household</u>	<u>1.00%</u>	<u>9/15/2022</u>
<u>Pete Gold Household</u>	<u>2.00%</u>	<u>1/15/2022</u>
<u>Daniel Hament Household</u>	<u>2.00%</u>	<u>7/15/2021</u>
<u>Jerry Dukas Household</u>	<u>4.00%</u>	<u>5/10/2021</u>
<u>Karl Meisterling Household</u>	<u>4.00%</u>	<u>9/15/2019</u>
<u>Marnie MacKenzie Household</u>	<u>1.00%</u>	<u>6/15/2019</u>
<u>Amy DiPalma Household</u>	<u>3.00%</u>	<u>6/15/2019</u>
<u>Joanne Crawford Household</u>	<u>4.00%</u>	<u>12/15/2018</u>
<u>Chris Redder Household</u>	<u>3.00%</u>	<u>11/15/2018</u>
<u>Deborah Shelby Household</u>	<u>2.00%</u>	<u>10/15/2017</u>
<u>Anne Quinn Household</u>	<u>2.00%</u>	<u>9/15/2017</u>
<u>Clarence Ogilvie Household</u>	<u>7.00%</u>	<u>3/15/2017</u>
<u>Mike Williamson Household</u>	<u>3.00%</u>	<u>6/2/2015</u>
<u>Harvey Bushey Household</u>	<u>2.00%</u>	<u>6/2/2015</u>
<u>Kenneth Lawrence Household</u>	<u>2.00%</u>	<u>6/2/2015</u>
<u>Paula Cutting Household</u>	<u>2.00%</u>	<u>6/2/2015</u>
<u>Jed Emerson Household</u>	<u>2.00%</u>	<u>6/2/2015</u>
<u>Allison Bannister Household</u>	<u>5.00%</u>	<u>6/2/2015</u>
<u>Peter Czaja Household</u>	<u>2.00%</u>	<u>6/2/2015</u>
<u>Elizabeth Monley Household</u>	<u>3.00%</u>	<u>6/2/2015</u>
<u>Patrick & Diane Fitzgerald Household</u>	<u>5.00%</u>	<u>6/2/2015</u>
<u>Craig Reeves Household</u>	<u>2.00%</u>	<u>6/2/2015</u>
<u>Gillian Trevithick Household</u>	<u>2.00%</u>	<u>6/2/2015</u>
<u>Thomas Talbot Household</u>	<u>3.00%</u>	<u>6/2/2015</u>
<u>Arnold Benjamin Household</u>	<u>2.00%</u>	<u>6/2/2015</u>
<u>William Mercier Household</u>	<u>4.00%</u>	<u>6/2/2015</u>
<u>Bethany Creaser Household</u>	<u>2.00%</u>	<u>6/2/2015</u>
<u>Jeffrey Hullstrung Household</u>	<u>4.00%</u>	<u>6/2/2015</u>
<u>Abbi Jaffe Household</u>	<u>2.00%</u>	<u>6/2/2015</u>
<u>Russ Weis Household</u>	<u>3.00%</u>	<u>6/2/2015</u>

Sellers' owned Electric Vehicle charging stations located at

- 5 at Dorset Street, South Burlington VT (along with that certain Charging Station License Agreement, between Solar Communities Inc DBA SunCommon and Larkin Family Partership, dated May 6, 2021)
- 1 at 89 Mad River Green, Waitsfield, VT 05673

Sellers' 5 solar carports located at 400 Avenue D, Williston, VT

2. All furniture, fixture and equipment associated with the iSUN and Liberty Electric divisions of the Business, including the following:

Asset A/C# Description	Date Acq	Description
LEASEHOLD IMPROVEMENTS	05/17/2018	Middlebury Fence - New Storage Area
LEASEHOLD IMPROVEMENTS	04/01/2021	Office Fit-Up
LEASEHOLD IMPROVEMENTS	12/01/2022	Office Fitup - Common Area
LEASEHOLD IMPROVEMENTS	12/01/2022	Office Fitup - Carport
Grand totals: 1 (4 assets)		
INTANGIBLES	01/29/2021	iSun Acquisition Costs
INTANGIBLES	07/01/2021	Oakwood Construction IP
INTANGIBLES	10/31/2021	Liberty Goodwill
Grand totals: 10 (3 assets)		
IT Equipment	05/01/2023	Resilient (Liberty) IT Equipment
IT Equipment	08/01/2023	IT Equipment - 8 Laptop's Dell 15.6 Latitude 5x 5540 + 3x 3540
IT Equipment	10/01/2023	Liberty Electric - Laptop
IT Equipment	10/01/2023	Liberty Electric - Laptop
IT Equipment	11/01/2023	Liberty Electric - Laptop
Grand totals: 11 (5 assets)		
OFFICE FURN & EQUIP	12/08/2014	Sage Accounting Upgrade
OFFICE FURN & EQUIP	04/04/2017	Dell Server Upgrade
OFFICE FURN & EQUIP	02/28/2021	New Office IT infrastructure
OFFICE FURN & EQUIP	04/01/2021	Gym Equipment
OFFICE FURN & EQUIP	04/01/2021	Office Equipment
OFFICE FURN & EQUIP	07/18/2021	Computers
OFFICE FURN & EQUIP	08/03/2021	Software
OFFICE FURN & EQUIP	08/13/2021	Software
OFFICE FURN & EQUIP	11/05/2021	Computer Equipment
OFFICE FURN & EQUIP	12/01/2022	Dell Latitude Laptop 5520 Laptop 15.6in
OFFICE FURN & EQUIP	12/01/2022	Microsoft Surface pro 8 - 13"
OFFICE FURN & EQUIP	12/01/2022	Dell Latitude Laptop 5520 + 24" Monitor + Dell WD19S Docking Station
OFFICE FURN & EQUIP	12/01/2022	Sales Force Software
OFFICE FURN & EQUIP	10/01/2023	Liberty Electric - Furniture & Fixtures
Grand totals: 4 (14 assets)		
SOFTWARE	04/01/2023	Sales Force
Grand totals: 5 (1 asset)		
SOLAR	08/31/2014	2014 MFNC Solar Array
SOLAR	12/31/2014	2014 Gervais Solar Array
SOLAR	04/30/2015	2015 Dunne Solar Array
SOLAR	12/31/2015	2015 VPR Solar Array
SOLAR	05/31/2016	2016 Waterbury State Office Solar
SOLAR	12/31/2016	2016 Cole Solar Array St. J
SOLAR	12/15/2017	2017 Newfane School District
SOLAR	06/01/2018	Building Solar Array
SOLAR	06/01/2018	MNFC Solar Farm
SOLAR	06/01/2018	Gervais Solar Farm
SOLAR	06/01/2018	Dunne Solar Array
SOLAR	06/01/2018	VPR Solar Array
SOLAR	06/01/2018	Waterbury State Office Solar
SOLAR	06/01/2018	Williston DPW Solar Array
SOLAR	06/01/2018	Cole Solar Array St. J
SOLAR	06/01/2018	Newfane School District
SOLAR	06/15/2018	Middlebury Case St Solar Array
Grand totals: 6 (17 assets)		

~~iSUN Depreciable Assets (con't)~~

Asset A/C# Description	Date Acq	Description
VEHICLES	09/11/1998	FORKLIFT TRUCK
VEHICLES	09/09/2010	Cap for Truck - Catamount North
VEHICLES	12/06/2011	12x6 Trailer
VEHICLES	09/04/2013	2013 Chevy 3500
VEHICLES	01/07/2014	Engine in Service Van
VEHICLES	07/14/2014	2014 Chevy Silverado k3500
VEHICLES	01/01/2015	[LKA000005] 2015 GMC SIERRA 1500
VEHICLES	01/24/2015	Cap for Truck - Catamount North
VEHICLES	05/14/2015	Bravo Scout SC58SA
VEHICLES	06/17/2015	2015 CHEVY SILVERADO C1500
VEHICLES	09/04/2015	2016 SURE TRAC TILT BED
VEHICLES	12/31/2015	2015 GMC Sierra 1500
VEHICLES	02/03/2016	2015 FORD TRANSIT CARGO VAN
VEHICLES	02/10/2016	[LKA000007] 2016 Chevrolet Silverado
VEHICLES	03/09/2016	2012 GMC Sierra 1500 - USED
VEHICLES	03/30/2016	2016 Wells Cargo
VEHICLES	04/21/2016	Trailer
VEHICLES	05/04/2016	Kenny's Tractors - 2 1990S Mini Trucks
VEHICLES	05/10/2016	2015 Chevy Silverado - USED
VEHICLES	06/03/2016	Mini Truck
VEHICLES	06/15/2016	Mini Truck
VEHICLES	06/26/2017	2017 Chevy Silverado
VEHICLES	09/28/2017	[LKA000012] 2017 Chevrolet Silverado 1500
VEHICLES	10/06/2017	[LKA000011] 2017 GMC Sierra Denali K2500
VEHICLES	03/01/2018	Truck Wrap for 2017 Chevy Silverado
VEHICLES	04/06/2018	Transmission for Chevy C1500
VEHICLES	09/12/2018	2018 Silverado w/Accessories
VEHICLES	09/30/2018	2018 Chevy Silverado 9076
VEHICLES	10/01/2018	Sure Trac Trailer Repairs
VEHICLES	10/23/2018	Silverado 2500 w/Wrap
VEHICLES	10/25/2018	Signage on Solar Trailer
VEHICLES	10/31/2018	2019 Dodge Ram - Kip
VEHICLES	11/21/2018	John Deere Snowblower
VEHICLES	11/30/2018	2019 Dodge 1500
VEHICLES	12/24/2018	Transmission for Scotts Van 103
VEHICLES	12/31/2018	Tesla Model 3
VEHICLES	04/11/2019	Catskill Auto LLC Vehicle
VEHICLES	05/25/2021	2021 Ram 1500 Quad
VEHICLES	05/25/2021	[LKA000016] 2021 Ram 1500
VEHICLES	05/25/2021	[LKA000017] 2021 Ram 1500 Crew
VEHICLES	09/01/2021	Tesla Model S
VEHICLES	5/1/2024	2022 Transit 250 (Liberty)
VEHICLES	5/1/2024	2021 Transit 250 (Liberty)
Grand totals: 3 (43 assets)		

iSUN Depreciable Assets (con't)

Asset A/C# Description	Date Acq	Description
EQUIPMENT	08/26/2008	3 Lifts (Direct Capital
EQUIPMENT	02/03/2012	Various Machinery & Equipment
EQUIPMENT	04/17/2012	Extension Ladders
EQUIPMENT	07/18/2012	Solar Tools
EQUIPMENT	11/07/2012	Solar Tools
EQUIPMENT	07/29/2013	Trailer to Haul Panels
EQUIPMENT	08/20/2013	L2050 Kubota Tractor
EQUIPMENT	10/23/2013	Solar Tools
EQUIPMENT	07/02/2014	hipot tester
EQUIPMENT	07/22/2014	Schletter, Inc - Gayle
EQUIPMENT	08/25/2014	Schletter Inc Solar Mounting System
EQUIPMENT	11/30/2014	Solar Ladder
EQUIPMENT	03/09/2015	Solar Greenlee Tugger
EQUIPMENT	05/27/2015	Kee Anchor Counter Weight
EQUIPMENT	08/26/2015	PVA-1000S Solar Array Testing Kit
EQUIPMENT	09/22/2015	Gayk Ram HRE 4000
EQUIPMENT	05/04/2017	[LKA000010] 2017 Sure-Trac Tilt Bed
EQUIPMENT	01/01/2018	John Deere 2038R Compact Utility Tractor
EQUIPMENT	03/07/2018	Brushless Drill/Impact Kit
EQUIPMENT	03/21/2018	2 F1000-TIP-KITs from Graybar
EQUIPMENT	04/10/2018	Post Driver Tracks
EQUIPMENT	05/05/2018	6 Bay Charger & Impact Kit
EQUIPMENT	05/09/2018	Checkers Industrial Safety (Graybar)
EQUIPMENT	05/16/2018	Magnetic Drill
EQUIPMENT	07/06/2018	Solar Tools
EQUIPMENT	08/21/2018	High capacity 1/2" to 4" Kit
EQUIPMENT	09/26/2018	WEIGHTANKA non-penetrating mobile deadweight anchor system
EQUIPMENT	10/11/2018	Starter kit & Impact Ring
EQUIPMENT	10/11/2018	Misc tools
EQUIPMENT	10/11/2018	2 Gate Foot Pins
EQUIPMENT	11/29/2018	Electric Scissor Lift
EQUIPMENT	01/25/2019	Skyjack Scissor Lift
EQUIPMENT	01/30/2019	Dell Computer
EQUIPMENT	02/07/2019	Hammer KF9
EQUIPMENT	02/20/2019	IMR - GRT Machinery
EQUIPMENT	06/26/2019	IMR Equipment
EQUIPMENT	09/18/2019	NEW TRAILER PURCHASED BY KIP
EQUIPMENT	04/01/2021	Solar Tools
EQUIPMENT	10/31/2021	Liberty Equipment
EQUIPMENT	12/01/2021	GRT Post Driver - KF9 Hammer
EQUIPMENT	07/01/2023	2 Rotary Drills + bits
EQUIPMENT	07/15/2023	Mamava
EQUIPMENT	10/01/2023	Liberty Electric - Equipment
Grand totals: 2 (43 assets)		
Debt Issue Costs	07/30/2019	NBT Refinancing Fees
Grand totals: 8 (1 asset)		
Grand totals for all assets: (149 assets)		

3. All inventory and equipment owned by Sellers associated with (i) the projects and Contracts identified under the heading “Industrial and Commercial Contracted Backlog” and “O&M Contracts (Active and Contract Finance)” and (ii) the SunCommon division of the Business, including the following:

Item	Description
AE3TL16-6	16KW-500V 3PH string inverter, AFCI, US
AE3TL20-6	20KW-500V 3PH string inverter, AFCI, US
APA - 488 Truss Kit	APA - Truss Kit - 2 foundations per Truss Front post, rear post, cross brace tube, Cee Channel and truss kit bags.
APSmart Rapid Shutdown - RSD-S-PLC	APsmart Rapid Shut Down PLC 1000V UL/TUV, 0.25m input/1.2m output cable, MC4 original, Mounting brackets To be used with Fronius Symo Advanced, Yaskawa/Solectria and other Certified compatible SunSpec protocol inverters.
CANADIAN SOLAR 395 Bifacial	CANADIAN SOLAR 395 Bifacial
ConnectDER - 20a	ConnectDER 20A
ConnectDER - 30a	ConnectDER 30A
ConnectDER - 40a	ConnectDER 40A
ConnectDER - 50a	ConnectDER 50A
ConnectDER - 60a	ConnectDER 60A
ConnectDER - 70a	ConnectDER 70A
Enphase - Cell Modem	ENP MOBILE CONNECT LTE 5 YR PLAN
Enphase - IQ Envoy (ENV2-IQ-AM1-240)	Enphase X2 IQ Envoy, single phase, metered. Complies with IEEE 1547:2018 (UL 1741-SB, 3rd Ed.)
Enphase - Microinverter - IQ7 Plus	Enphase IQ 7+ microinverter, 295VA peak power, MC4 DC connectors. Generally matches to 235 - 440W modules.
Enphase - Microinverter - IQ7A	Enphase IQ 7+ microinverter, 295VA peak power, MC4 DC connectors. Generally matches to 235 - 440W modules.
Enphase - Microinverter - IQ8 Plus	Enphase IQ 8+ microinverter 300VA 240V 60/72C MICRO
Enphase - Microinverter - IQ8A	Enphase IQ 8A microinverter. 366VA 240V 60/72C MICRO
Enphase - Microinverter - IQ8M	Enphase IQ 8M microinverter 330VA 240 / 211 – 264V 54-cell / 108 half-cell, 60-cell / 120 half-cell, 66-cell / 132 half-cell and 72-cell / 144 half-cell
Enphase - X2 IQ Envoy W/ Combiner 4 and CT (UL1741SB)	UL1741SB certified Enphase IQ Envoy Combiner 4, single phase, metered. (Use with IQ8s)
EV Charger - Charge Point Home Flex 25' - 32a	ChargePoint Home Flex Electric Vehicle (EV) Charger upto 50 Amp, 240V, Level 2 WiFi Enabled EVSE, UL Listed, Energy Star, NEMA 6-50 Plug or Hardwired, Indoor/Outdoor, 23-Foot Cable

SunCommon Operating Inventory ~~as follows:~~(con't)

Item	Description
EV Charger - Clipper Creek HCS- 40 - 32a	Sold with 25ft Cable CLIPPERCREEK 0918-00-003
EV Charger - Span Drive	Span Drive EV charger: input/output: 208-240v, 48a, 50/60hz 1/0. Type 3R enclosure. indoor outdoor use. operating temp -22F to 122F.
EV Charger - Tesla 18' cable	Model S/X/3 Wall Connector..18' Cable
Froni Rapid Shutdown - Duo	NEW FRONIUS RSD - works with all snapinverters except symo 15 208. Only works up to 600V, single...
Froni Rapid Shutdown - Single	
Galvo 3.1-1	Fronius Galvo 3.1-1 Inverter. Includes: DATAMAN 2.0 and latest firmware update
Ground Screw - Canopy	Bayo-SGround screw with set screws for Ironridge ground mount or Canopy. Screw Hex 160 M16 76x2050
Ground Screw - Standard Ground Mount	Ground screw 76x2000x3.75mm - 138 per pallet Model 3 (3" x 79")
Ironridge - XR-100- 168B - Black	IRONRIDGE XR-100-168B 168" (14F'I)
LG Neon 315 N1C- G4	LG 315W Mono N-Type 60 cell solar module. 40mm frame thickness
LG Neon2 320 Black	LG 320W Mono N-Type 60 cell All Black solar module. 40mm frame thickness. LG320N1K-A5
LG Neon2 330	LG 330W Mono N-Type 60 cell solar module. 40mm frame thickness
LG Neon2 345	LG 345W Mono N-Type 60 cell solar module. 40mm frame thickness
LG Neon2 350	LG 350W Mono N-Type 60 cell solar module. 40mm frame thickness
LG Neon2 370	LG-370N1C-A6 Mono N-Type 60 cell solar module. 40mm frame thickness
LG Neon2 380	LG-380N1C-A6 Mono N-Type 60 cell solar module. 40mm frame thickness
LG Neon2 400 Bifacial	LG 400W Mono N-Type 72 cell solar module. Bifacial, Silver Frame, 40mm frame thickness
LG Neon2 405 Bifacial	LG 405W Mono N-Type 72 cell solar module. Bifacial, Silver Frame, 40mm frame thickness - LG-405N2T-L5
LG NeonH 435 Bifacial	LG 435W Mono N-Type 72 cell solar module. Bifacial, Silver Frame, 40mm frame thickness - LG435N2T-E6
LG NeonH 440 Bifacial	LG 440W Mono N-Type 72 cell solar module. Bifacial, Silver Frame, 40mm frame thickness - LG440N2T-E6
LG NeonH 455 72 (144) - Cell	LG 455W Mono N-Type 72 cell solar module. White Back Sheet, Silver Frame, 40mm frame thickness - LG455N2W-E6
LG NeonR 375	LG 375W Mono 60 cell solar module. 40mm frame thickness
LG NeonR 380 BLK	LG 380W Mono N-Type 60 cell solar module. 40mm frame thickness black backsheet
LG NeonR 395	LG 395W Mono 60 cell solar module. 40mm frame thickness
LG NeonR 425 BLK	LG 425W Mono 66 cell solar module. 40mm frame thickness

SunCommon Operating Inventory (con't)

Item	Description
LG NeonR 435	LG 435W Mono 66 cell solar module. 40mm frame thickness
LG265	LG265 legacy modules
LG280	LG280 legacy modules
Longi LR4-360	Longi Black on White Solar Module, black 35mm frame - 320W LR4-60HPH 360. 1.2m cables with MC4 or MC4-EVO2 connectors.
Longi LR6-320	Longi Black on White Solar Module, black 35mm frame - 320W LR6-60HPH 320. 1.2m cables with MC4 or MC4-EVO2 connectors.
MCI/RSD for PW PLUS & PVI	Tesla MCI/RSD 650V 12A 1879359-00-B
Q PEAK 400 DUO BLK ML-G10+	400 W, 132 half-cut cell monocrystalline module, black backsheet, 1000V or 1500V max system 48.5 lbs/mod
Q PEAK 405 DUO BLK ML-G10+	405 W, 132 half-cut cell monocrystalline module, black backsheet, 1000V or 1500V max system 48.5 lbs/mod
Q PEAK 410 DUO ML-G10+	410W, 132 monocrystalline Q.ANTUM solar half cells, White backsheet, 1,000V max system. 48.5 lbs/mod. 32 per pallet
Q PEAK 430 DUO L G6.2	430 Watt, Q PEAK 430 DUO L-G6.2 - 72 cell
Q PEAK 475 DUO XL G10.2	475 Watt, Q PEAK 475 DUO XL-G10.2 2216 mm × 1045 mm × 35 mm white backsheet, 1000V or 1500V max system
Q PEAK 475 DUO XL G10.3 BFG	475 Watt, Q PEAK 475 DUO XL-G10.3 BFG 6 × 26 monocrystalline Q.ANTUM solar half cells Bifacial
Q PEAK 485 DUO XL G10.3 BFG	485 Watt, Q PEAK 485 DUO XL-G10.3 2216 mm × 1045 mm × 35 mm bifacial, 1000V or 1500V max system 64.2 lbs/mod 29 per pallet
Q Peak Duo 340 - G6+ BLK - Tesla	Tesla Solar provided Q Cell Q. Peak 340 G6+ Black modules
Q PEAK DUO L G5 - 385	385 Watt, Q.Peak Duo L G5 module - 72 cell
Q PEAK DUO L G5 - 395	395 Watt, Q.Peak Duo L G5 module - 72 cell
Q PEAK DUO XL G10 BFG 480W	480 Watt, Q PEAK 480 DUO XL-G10 BFG 6 × 26 monocrystalline Q.ANTUM solar half cells Bifacial 64.2 lbs/mod
Q TRON 425 BLK M-G2+	425 W, 108 Cell - 6 × 18 Monocrystalline Q.ANTUM NEO solar half cells. Black anodised aluminium Frame 46.7 lbs/mod 36 per pallet
Q.PLUS L-G4.2 345	Q.plus L G4.2 345W module
REC350TP2S 72	350W REC Polycrystalline Module 72 cell, (2005 mm×1001 mm×30 mm)
REC375TP2S 72	375W REC Monocrystalline Module 72 cell, (2005 mm×1001 mm×30 mm)
REC385TP2SM 72	385W REC Monocrystalline Module 72 cell, (2005 mm×1001 mm×30 mm)
REC440 Alpha 72	440W REC Alpha Series - Monocrystalline Module 72 cell HJT
SE P1101	Solaredge P1101 optimizer for two, 72-cel modules. MC4 compatible - for use with 3P inverters.
SE-CELL-B-R0 5-S-S2	Zigbee Wireless Module with External Antenna- Master(coordinator) and Slave for SetApp Inverter's

SunCommon Operating Inventory (con't)

Item	Description
AE3TL16-6	16KW-500V 3PH string inverter, AFCI, US
AE3TL20-6	20KW-500V 3PH string inverter, AFCI, US
APA - 488 Truss Kit	APA - Truss Kit - 2 foundations per Truss Front post, rear post, cross brace tube, Cee Channel and truss kit bags.
APSmart Rapid Shutdown - RSD-S-PLC	APsmart Rapid Shut Down PLC 1000V UL/TUV, 0.25m input/1.2m output cable, MC4 original, Mounting brackets To be used with Fronius Symo Advanced, Yaskawa/Solectria and other Certified compatible SunSpec protocol inverters.
CANADIAN SOLAR 395 Bifacial	CANADIAN SOLAR 395 Bifacial
ConnectDER - 20a	ConnectDER 20A
ConnectDER - 30a	ConnectDER 30A
ConnectDER - 40a	ConnectDER 40A
ConnectDER - 50a	ConnectDER 50A
ConnectDER - 60a	ConnectDER 60A
ConnectDER - 70a	ConnectDER 70A
Enphase - Cell Modem	ENP MOBILE CONNECT LTE 5 YR PLAN
Enphase - IQ Envoy (ENV2-IQ-AM1-240)	Enphase X2 IQ Envoy, single phase, metered. Complies with IEEE 1547:2018 (UL 1741-SB, 3rd Ed.)
Enphase - Microinverter - IQ7 Plus	Enphase IQ 7+ microinverter, 295VA peak power, MC4 DC connectors. Generally matches to 235 - 440W modules.
Enphase - Microinverter - IQ7A	Enphase IQ 7+ microinverter, 295VA peak power, MC4 DC connectors. Generally matches to 235 - 440W modules.
Enphase - Microinverter - IQ8 Plus	Enphase IQ 8+ microinverter 300VA 240V 60/72C MICRO
Enphase - Microinverter - IQ8A	Enphase IQ 8A microinverter. 366VA 240V 60/72C MICRO
Enphase - Microinverter - IQ8M	Enphase IQ 8M microinverter 330VA 240 / 211 – 264V 54-cell / 108 half-cell, 60-cell / 120 half-cell, 66-cell / 132 half-cell and 72-cell / 144 half-cell
Enphase - X2 IQ Envoy W/ Combiner 4 and CT (UL1741SB)	UL1741SB certified Enphase IQ Envoy Combiner 4, single phase, metered. (Use with IQ8s)
EV Charger - Charge Point Home Flex 25' - 32a	ChargePoint Home Flex Electric Vehicle (EV) Charger upto 50 Amp, 240V, Level 2 WiFi Enabled EVSE, UL Listed, Energy Star, NEMA 6-50 Plug or Hardwired, Indoor/Outdoor, 23-Foot Cable

Item	Description
SE-P300	Optimizer 300W/48V, Input-MC4-Compatible;
SE-P320	SolarEdge Power Optimizer. P320.
SE-P340	SOLAREEDGE P340, 340 WATT SE OPTIMIZER
SE-P370	SOLAREEDGE P370, 370 WATT SE OPTIMIZER
SE-P400 OPT	SOLAREEDGE P400-2NM4ARM 400 WATT SE OPTIMIZER
SE-P401	SOLAREEDGE P401 SE OPTIMIZER
SE-P485	SolarEdge Power Optimizer. P485
SE-P505	SolarEdge Power Optimizer. P505
SE-P700	Solaredge P700 optimizer for two, 72-cel modules. MC4 compatible - for use with 3P inverters.
SE-P730	Solaredge P730 optimizer for two, 72-cel modules. MC4 compatible - for use with 3P inverters.
SE-P800s	Solaredge P800 optimizer for two, 72-cel modules. MC4 compatible - for use with 3P inverters.
SE-P860	Solaredge P860 optimizer for two, 72-cel modules. MC4 compatible - for use with 3P inverters.
SE-P960	Solaredge P960 optimizer for two, 72-cel modules. MC4 compatible - for use with 3P inverters.
SE-ZBGW-B-S1-NA	Zigbee Wireless Module with External Antenna- Leader and Follower for SetApp Inverter's
SE-ZBSLV-B-S1-NA	Zigbee Wireless Module with External Antenna- Follower unit Only for SetApp Inverter's
SE1000-ZBGW-K5-NA (Legacy - Service use only)	Zigbee Wireless Module with External Antenna- Master(coordinator) and Slave
SE11400 H-US	SOLAREEDGE SE11400SV 11.4 KW SINGLE PHASE INVERTER
SE3000 H-US	SOLAREEDGE SE3000 HUS SINGLE PHASE INVERTER w/AC RSD
SE3800 H-US	SOLAREEDGE SE3800 HUS SINGLE PHASE INVERTER w/AC RSD
SE5000 H-US	SOLAREEDGE SE5000 HUS SINGLE PHASE INVERTER w/AC RSD
SE6000 H-US	SOLAREEDGE SE6000 HUS SINGLE PHASE INVERTER w/AC RSD
SE7600 H-US	SOLAREEDGE SE7600H-US..SINGLE PHASE INVERTER
SMA - Cell Modem	CELLULAR LTE MODEM 5YR PLAN
SMA - Wifi Extender	WIFI EXTENSION KIT X.0-40 & -22
SMA SB 3.0	Sunny Boy 3.0-US w/integrated DC Disconnect, LCD, Grey Lid, AFCI, 208 & 240VAC; SunSpec Compliant.
SMA SB 5.0	Sunny Boy 5.0-US w/integrated DC Disconnect, LCD, Grey Lid, AFCI, 208 & 240VAC; SunSpec Compliant.
SMA SB 6.0	Sunny Boy 6.0-US w/integrated DC Disconnect, LCD, Grey Lid, AFCI, 208 & 240VAC; SunSpec Compliant.
SMA SB 7.0	Sunny Boy 7.0-US w/integrated DC Disconnect, LCD, Grey Lid, AFCI, 208 & 240VAC; SunSpec Compliant
SMA SB 7.7	Sunny Boy 7.7-US w/integrated DC Disconnect, LCD, Grey Lid, AFCI, 208 & 240VAC; SunSpec Compliant.
SnapNRack - UR40 Rail - 172 Mill	SNAPNRACK, UR-40 RAIL, 172IN, Mill

SunCommon Operating Inventory (con't)

~~91810896.23~~

Item	Description
EV Charger - Clipper Creek HCS- 40 - 32a	Sold with 25ft Cable CLIPPERCREEK 0918-00-003
EV Charger - Span Drive	Span Drive EV charger: input/output: 208-240v, 48a, 50/60hz 1/0. Type 3R enclosure. indoor outdoor use. operating temp -22F to 122F.
EV Charger - Tesla 18' cable	Model S/X/3 Wall Connector..18' Cable
Froni Rapid Shutdown - Duo	NEW FRONIUS RSD - works with all snapinverters except symo 15 208. Only works up to 600V, single...
Froni Rapid Shutdown - Single	
Galvo 3.1-1	Fronius Galvo 3.1-1 Inverter. Includes: DATAMAN 2.0 and latest firmware update
Ground Screw - Canopy	Bayo-SGround screw with set screws for Ironridge ground mount or Canopy. Screw Hex 160 M16 76x2050
Ground Screw - Standard Ground Mount	Ground screw 76x2000x3.75mm - 138 per pallet Model 3 (3" x 79")
Ironridge - XR-100- 168B - Black	IRONRIDGE XR-100-168B 168" (14FT)
LG Neon 315 N1C- G4	LG 315W Mono N-Type 60 cell solar module. 40mm frame thickness
LG Neon2 320 Black	LG 320W Mono N-Type 60 cell All Black solar module. 40mm frame thickness. LG320N1K-A5
LG Neon2 330	LG 330W Mono N-Type 60 cell solar module. 40mm frame thickness
LG Neon2 345	LG 345W Mono N-Type 60 cell solar module. 40mm frame thickness
LG Neon2 350	LG 350W Mono N-Type 60 cell solar module. 40mm frame thickness
LG Neon2 370	LG-370N1C-A6 Mono N-Type 60 cell solar module. 40mm frame thickness
LG Neon2 380	LG-380N1C-A6 Mono N-Type 60 cell solar module. 40mm frame thickness
LG Neon2 400 Bifacial	LG 400W Mono N-Type 72 cell solar module. Bifacial, Silver Frame, 40mm frame thickness
LG Neon2 405 Bifacial	LG 405W Mono N-Type 72 cell solar module. Bifacial, Silver Frame, 40mm frame thickness - LG-405N2T-L5
LG NeonH 435 Bifacial	LG 435W Mono N-Type 72 cell solar module. Bifacial, Silver Frame, 40mm frame thickness - LG435N2T-E6
LG NeonH 440 Bifacial	LG 440W Mono N-Type 72 cell solar module. Bifacial, Silver Frame, 40mm frame thickness - LG440N2T-E6
LG NeonH 455 72 (144) - Cell	LG 455W Mono N-Type 72 cell solar module. White Back Sheet, Silver Frame, 40mm frame thickness - LG455N2W-E6
LG NeonR 375	LG 375W Mono 60 cell solar module. 40mm frame thickness
LG NeonR 380 BLK	LG 380W Mono N-Type 60 cell solar module. 40mm frame thickness black backsheet
LG NeonR 395	LG 395W Mono 60 cell solar module. 40mm frame thickness
LG NeonR 425 BLK	LG 425W Mono 66 cell solar module. 40mm frame thickness

~~SunCommon Operating Inventory (con't)~~

91810896.23

Item	Description
LG NeonR 435	LG 435W Mono 66 cell solar module. 40mm frame thickness
LG265	LG265 legacy modules
LG280	LG280 legacy modules
Longi LR4-360	Longi Black on White Solar Module, black 35mm frame - 320W LR4-60HPH 360. 1.2m cables with MC4 or MC4-EVO2 connectors.
Longi LR6-320	Longi Black on White Solar Module, black 35mm frame - 320W LR6-60HPH 320. 1.2m cables with MC4 or MC4-EVO2 connectors.
MCI/RSD for PW PLUS & PVI	Tesla MCI/RSD 650V 12A 1879359-00-B
Q PEAK 400 DUO BLK ML-G10+	400 W, 132 half-cut cell monocrystalline module, black backsheet, 1000V or 1500V max system 48.5 lbs/mod
Q PEAK 405 DUO BLK ML-G10+	405 W, 132 half-cut cell monocrystalline module, black backsheet, 1000V or 1500V max system 48.5 lbs/mod
Q PEAK 410 DUO ML-G10+	410W, 132 monocrystalline Q.ANTUM solar half cells, White backsheet, 1,000V max system. 48.5 lbs/mod. 32 per pallet
Q PEAK 430 DUO L G6.2	430 Watt, Q PEAK 430 DUO L-G6.2 - 72 cell
Q PEAK 475 DUO XL G10.2	475 Watt, Q PEAK 475 DUO XL-G10.2 2216 mm × 1045 mm × 35 mm white backsheet, 1000V or 1500V max system
Q PEAK 475 DUO XL G10.3 BFG	475 Watt, Q PEAK 475 DUO XL-G10.3 BFG 6 × 26 monocrystalline Q.ANTUM solar half cells Bifacial
Q PEAK 485 DUO XL G10.3 BFG	485 Watt, Q PEAK 485 DUO XL-G10.3 2216 mm × 1045 mm × 35 mm bifacial, 1000V or 1500V max system 64.2 lbs/mod 29 per pallet
Q Peak Duo 340 - G6+ BLK - Tesla	Tesla Solar provided Q Cell Q. Peak 340 G6+ Black modules
Q PEAK DUO L G5 - 385	385 Watt, Q.Peak Duo L G5 module - 72 cell
Q PEAK DUO L G5 - 395	395 Watt, Q.Peak Duo L G5 module - 72 cell
Q PEAK DUO XL G10 BFG 480W	480 Watt, Q PEAK 480 DUO XL-G10 BFG 6 × 26 monocrystalline Q.ANTUM solar half cells Bifacial 64.2 lbs/mod
Q TRON 425 BLK M-G2+	425 W, 108 Cell - 6 × 18 Monocrystalline Q.ANTUM NEO solar half cells. Black anodised aluminium Frame 46.7 lbs/mod 36 per pallet
Q.PLUS L-G4.2 345	Q.plus L G4.2 345W module
REC350TP2S 72	350W REC Polycrystalline Module 72 cell, (2005 mm×1001 mm×30 mm)
REC375TP2S 72	375W REC Monocrystalline Module 72 cell, (2005 mm×1001 mm×30 mm)
REC385TP2SM 72	385W REC Monocrystalline Module 72 cell, (2005 mm×1001 mm×30 mm)
REC440 Alpha 72	440W REC Alpha Series - Monocrystalline Module 72 cell HJT
SE P1101	Solaredge P1101 optimizer for two, 72-cel modules. MC4 compatible - for use with 3P inverters.
SE-CELL-B-R0 5-S-S2	Zigbee Wireless Module with External Antenna- Master(coordinator) and Slave for SetApp Inverter's

Item	Description
SnapNRack - UR40 Rail - 172" - Black	SNAPNRACK, UR-40 RAIL, 172IN, BLACK
SOLIS - Cell Stick - 4 Pin	SOLIS PLUG IN Cell COM STICK - 4 PIN STYLE
SOLIS - Wifi Stick - 4 Pin	SOLIS PLUG IN WIFI COM STICK - 4 PIN STYLE
SOLIS 10K-4G	SOLAR INVTR 10KW SNGL PH 4 MPPT WITH TIGO RSD TRANSMITTER
SOLIS 3.6K-4G	SOLAR INVTR 3.6K SNGL PH DUAL MP WITH TIGO RSD TRANSMITTER
SPAN - 225A - SmartMSP	SPAN Smart MSP Integrated grid disconnect relay Revenue accurate energy monitoring 100 - 200A main breaker 225A bussing
SPR-320WHT	320 Watt, SPR-E19-320- C2C AR-S5 M5 B1 YUK
SPR-327	residential 360watt sunpower module. White back sheet. Black frame
Sunpreme GxB 370W Bifacial	Sunpreme Maxima GxB 370W Bifacial Module - Frameless
Sunpreme GxB 380W Bifacial	Sunpreme Maxima GxB 380W Bifacial Module - Frameless
Tesla - Battery Backup Gateway 2	Sold with Tesla Powerwall 2.
Tesla 7.6kw Solar Inverter	Tesla Solar Inverter 7.6Kw Single Phase To be used with RSD
Tesla Powerwall 2	Tesla Powerwall 2.
Tesla Powerwall 3	Tesla Powerwall 3 w/ integrated inverter
Tesla T400H	400 W, 132 half-cut cell monocrystalline module, black backsheet, 1000V or 1500V max system
Timberframe 3.0 - Mini Unit incl. Q-Cell Rafters	Douglas fir wooden components of an entire mini single frame solar canopy. Inventory item for ordering and tracking. 2022 - Q.peak 475 Version
Timberframe 3.0 - Single Unit incl. Q-Cell Rafters	Douglas fir wooden components of an entire single frame solar canopy. Inventory item for ordering and tracking. 2022 - Q.peak 475 Version
Trina TSM 380 72 Cell	TSM-380DE14A(II) PERC MONO - Mono TALL MAX PLUS 380 72 cell solar module, Silver Frame, 40mm frame thickness

4. All furniture, fixtures and equipment associated with the SunCommon division of the Business, including the following:

Asset A/C# Description	Date Acq	Description
Furniture and Fixtures	01/12/2012	Office furniture
Furniture and Fixtures	01/24/2012	Chairs for the office
Furniture and Fixtures	07/01/2012	Duane- picnic table and bench
Furniture and Fixtures	09/07/2012	Office Desks
Furniture and Fixtures	05/07/2015	Outdoor furniture
Furniture and Fixtures	04/15/2016	Office Furniture
Furniture and Fixtures	05/16/2016	Deposits on tables for Waterbury building
Furniture and Fixtures	05/16/2016	Kitt Clark - Kitchen Tables
Furniture and Fixtures	05/31/2016	Wood&Wood - Building Signs
Furniture and Fixtures	09/27/2016	FireProTec - Fire Exit Signs
Furniture and Fixtures	12/01/2016	Red Thread - Furniture
Furniture and Fixtures	02/01/2017	Hard casters on chairs
Furniture and Fixtures	06/08/2017	Picnic tables for staff
Furniture and Fixtures	10/26/2017	(2) Samsung 40" LED TV's w/mount
Furniture and Fixtures	05/16/2018	Additional chairs & stools
Furniture and Fixtures	03/28/2019	Desk reinforcement
Furniture and Fixtures	06/14/2022	Road Sign for New York Office
Grand totals: 15200 (17 assets)		
Leasehold Improvements	03/06/2012	Office Flooring
Leasehold Improvements	03/23/2012	Office Fit-up (Gristmill Builders)
Leasehold Improvements	01/27/2013	Crestone Accoustical Soultions
Leasehold Improvements	09/23/2013	Crestone Accoustical Soultions
Leasehold Improvements	05/16/2016	Marclay Architects - building design
Leasehold Improvements	05/19/2016	Cushman - Interior Design
Leasehold Improvements	07/27/2016	Gotham City - Interior decorating/design
Leasehold Improvements	09/27/2016	Gordons - Interior decorating for building
Leasehold Improvements	10/10/2016	Malone Prop - curbing on office building
Leasehold Improvements	12/09/2021	Color Craft Painting, Inc
Leasehold Improvements	01/11/2022	Replace Security System with Updated Materials
Leasehold Improvements	01/24/2022	Galaxy Solstice Cherry Laminate Flooring & Installation
Leasehold Improvements	05/04/2022	Warehouse Kitchen build-out
Leasehold Improvements	07/01/2022	Deposit for Kingston Office Work
Leasehold Improvements	07/14/2022	Pave Apron at 442 US Rt 2, Waterbuty
Leasehold Improvements	09/23/2022	Canopy at 442 US Route 2, Waterbury
Grand totals: 15300 (16 assets)		
Capitalized Software Costs	07/25/2018	Ji Exactime software updated
Capitalized Software Costs	12/31/2018	Boomi License fees related to Netsuite
Capitalized Software Costs	01/01/2019	NetSuite consulting setup costs for week Ending 12/21
Capitalized Software Costs	01/01/2019	NetSuite consulting setup costs for week Ending 12/28
Capitalized Software Costs	01/01/2019	Capitalized Netsuite Software Costs
Capitalized Software Costs	01/04/2019	Netsuite consulting setup costs for week Ending 01/04/19
Capitalized Software Costs	01/11/2019	Netsuite consulting setup costs for week Ending 1/11/19
Capitalized Software Costs	01/18/2019	Netsuite consulting setup costs for week Ending 1/18/19
Capitalized Software Costs	01/20/2019	Netsuite
Capitalized Software Costs	04/08/2019	\$19,875 already paid on this PO in 2018 (quickbooks) - please pay just the remainder as per invoice
Capitalized Software Costs	05/27/2019	Quarterly Planning & Budgeting cloud service software
Capitalized Software Costs	05/29/2019	Activation for Planning & Budgeting tool
Capitalized Software Costs	08/22/2019	Quarterly Planning & Budgeting cloud service software
Capitalized Software Costs	11/19/2019	Quarterly Planning & Budgeting cloud service software
Grand totals: 15450 (14 assets)		

SunCommon ~~Operating Inventory~~FF&E (con't)

Asset A/C# Description	Date Acq	Description
Trailers	04/16/2012	Trailers
Trailers	07/16/2014	New trailer: VIN: 542BC2+3XFB008932
Trailers	07/16/2014	New Trailer: VIN 542BC1621FB008933
Trailers	04/03/2015	2014 Bravo Star ST716TA2: For roof installations
Trailers	04/03/2015	2014 Bravo Star ST716TA2
Trailers	04/03/2015	2014 Bravo Star ST716TA2
Trailers	04/30/2015	2014 Bravo Star ST716TA2
Trailers	03/31/2017	WH trailer delivery truck- 1GCOKUEG8HZ193240
Trailers	03/31/2017	WH trailer delivery truck - 1GCOKUEG5HZ195785
Trailers	04/10/2017	Flatbed trailer ASC885
Trailers	04/19/2017	Flatbed trailer ASC890
Trailers	09/05/2017	Trailer Wrap x2
Trailers	11/01/2017	2014 Bravo Star ST716TA2
Trailers	11/01/2017	2014 Bravo Star ST716TA2
Trailers	05/18/2018	Trailer Heavy 2015
Trailers	11/30/2018	Suncommon Trailer
Trailers	02/05/2019	Ladder rack and towing tools for christians Truck
Trailers	05/20/2019	Trailer purchase
Trailers	07/30/2019	Purchased trailer 2019 Felling FT-14-IT-1 VIN#%FTBE2724K2002098
Trailers	09/30/2020	Trailer for RBK Drill Team (Kubota, Skid Steer)
Trailers	04/06/2021	Trailer for Drill Team VT - VIN 50PAT222XML001590
Trailers	05/18/2022	2022 Belmont Equipment Trailer 50PAT222XNL004717
Trailers	07/10/2022	Trailer Wrap
Trailers	07/11/2022	Trailer Wrap
Trailers	07/26/2022	Trailer Wrap
Trailers	07/26/2022	Trailer Wrap
Trailers	09/01/2022	#25, delivered Sept. '22
Trailers	09/14/2022	#26, delivered Sept. '22
Trailers	09/28/2022	Trailer 27
Trailers	11/09/2022	Trailers - Perfection Auto Parts
Trailers	05/19/2023	Wrap Trailer #2
Trailers	05/26/2023	Wrap 16' Trailer
Trailers	07/27/2023	Wrap 16' Trailer
Trailers	09/14/2023	Bravo Star Contrator Trailer (Perfection) VIN 999999990001
Trailers	09/14/2023	Bravo Star Contrator Trailer (Perfection) SN-542BC1625RB044290
Trailers	09/14/2023	Bravo Star Contrator Trailer (Perfection) VIN999999990001
Trailers	09/15/2023	Bravo Star Contrator Trailer (Perfection)
Trailers	09/15/2023	Bravo Star Contrator Trailer (Perfection)
Trailers	09/15/2023	Bravo Star Contrator Trailer (Perfection)
Trailers	09/15/2023	Bravo Star Contrator Trailer (Perfection)
Trailers	09/15/2023	Bravo Star Contrator Trailer (Perfection)
Trailers	09/15/2023	Bravo Star Contrator Trailer (Perfection)
Trailers	09/21/2023	Bravo Star Contrator Trailer (Perfection)
Grand totals: 15500 (42 assets)		

Item	Description
SE-P300	Optimizer 300W/48V, Input-MC4-Compatible;
SE-P320	SolarEdge Power Optimizer. P320.
SE-P340	SOLAREEDGE P340, 340 WATT SE OPTIMIZER
SE-P370	SOLAREEDGE P370, 370 WATT SE OPTIMIZER
SE-P400 OPT	SOLAREEDGE P400-2NM4ARM 400 WATT SE OPTIMIZER
SE-P401	SOLAREEDGE P401 SE OPTIMIZER
SE-P485	SolarEdge Power Optimizer. P485
SE-P505	SolarEdge Power Optimizer. P505
SE-P700	Solaredge P700 optimizer for two, 72-cel modules. MC4 compatible - for use with 3P inverters.
SE-P730	Solaredge P730 optimizer for two, 72-cel modules. MC4 compatible - for use with 3P inverters.
SE-P800s	Solaredge P800 optimizer for two, 72-cel modules. MC4 compatible - for use with 3P inverters.
SE-P860	Solaredge P860 optimizer for two, 72-cel modules. MC4 compatible - for use with 3P inverters.
SE-P960	Solaredge P960 optimizer for two, 72-cel modules. MC4 compatible - for use with 3P inverters.
SE-ZBGW-B-S1-NA	Zigbee Wireless Module with External Antenna- Leader and Follower for SetApp Inverter's
SE-ZBSLV-B-S1-NA	Zigbee Wireless Module with External Antenna- Follower unit Only for SetApp Inverter's
SE1000-ZBGW-K5-NA (Legacy - Service use only)	Zigbee Wireless Module with External Antenna- Master(coordinator) and Slave
SE11400 H-US	SOLAREEDGE SE11400SV 11.4 KW SINGLE PHASE INVERTER
SE3000 H-US	SOLAREEDGE SE3000 HUS SINGLE PHASE INVERTER w/AC RSD
SE3800 H-US	SOLAREEDGE SE3800 HUS SINGLE PHASE INVERTER w/AC RSD
SE5000 H-US	SOLAREEDGE SE5000 HUS SINGLE PHASE INVERTER w/AC RSD
SE6000 H-US	SOLAREEDGE SE6000 HUS SINGLE PHASE INVERTER w/AC RSD
SE7600 H-US	SOLAREEDGE SE7600H-US..SINGLE PHASE INVERTER
SMA - Cell Modem	CELLULAR LTE MODEM 5YR PLAN
SMA - Wifi Extender	WIFI EXTENSION KIT X.0-40 & -22
SMA SB 3.0	Sunny Boy 3.0-US w/integrated DC Disconnect, LCD, Grey Lid, AFCI, 208 & 240VAC; SunSpec Compliant.
SMA SB 5.0	Sunny Boy 5.0-US w/integrated DC Disconnect, LCD, Grey Lid, AFCI, 208 & 240VAC; SunSpec Compliant.
SMA SB 6.0	Sunny Boy 6.0-US w/integrated DC Disconnect, LCD, Grey Lid, AFCI, 208 & 240VAC; SunSpec Compliant.
SMA SB 7.0	Sunny Boy 7.0-US w/integrated DC Disconnect, LCD, Grey Lid, AFCI, 208 & 240VAC; SunSpec Compliant
SMA SB 7.7	Sunny Boy 7.7-US w/integrated DC Disconnect, LCD, Grey Lid, AFCI, 208 & 240VAC; SunSpec Compliant.
SnapNRack - UR40 Rail - 172 Mill	SNAPNRACK, UR-40 RAIL, 172IN, Mill

SunCommon ~~Operating Inventory~~FF&E (con't)

Asset A/C# Description	Date Acq	Description
Vehicles	06/09/2022	Wrap for Chevy Colorado
Vehicles	08/01/2023	Cap for 2019 Chevy Colorado VIN7242
Vehicles	08/18/2023	Advantage Outfitters Llc - Shelving Unit for Skylar's ESS Van
Grand totals: 15800 (101 assets)		
Loan Costs	05/29/2015	VEDA Loan Costs
Loan Costs	05/29/2015	VCLF Loan Costs
Grand totals: 17050 (2 assets)		
Investment in PoP Net Metering	11/12/2020	Point of Praise Net Metering Modules
Grand totals: 17060 (1 asset)		
Investment in Taste Place EV Charger	09/23/2020	EV Taste Place Charging Station
Grand totals: 17070 (1 asset)		
Intangibles	01/01/2022	Intangibles - Backlog of Projects
Intangibles	01/01/2022	Intangibles - Brand & Trademark
Grand totals: 17090 (2 assets)		
Goodwill	01/01/2013	VPRIG Intellectual Property & Goodwill
Grand totals: 17100 (1 asset)		
Trademark	03/01/2012	Trademark
Trademark	06/04/2013	Trademark Filing Fee
Grand totals: 17200 (2 assets)		

Item	Description
SnapNRack - UR40 Rail - 172" - Black	SNAPNRACK, UR-40 RAIL, 172IN, BLACK
SOLIS - Cell Stick - 4 Pin	SOLIS PLUG IN Cell COM STICK - 4 PIN STYLE
SOLIS - Wifi Stick - 4 Pin	SOLIS PLUG IN WIFI COM STICK - 4 PIN STYLE
SOLIS 10K-4G	SOLAR INVTR 10KW SNGL PH 4 MPPT WITH TIGO RSD TRANSMITTER
SOLIS 3.6K-4G	SOLAR INVTR 3.6K SNGL PH DUAL MP WITH TIGO RSD TRANSMITTER
SPAN - 225A - SmartMSP	SPAN Smart MSP Integrated grid disconnect relay Revenue accurate energy monitoring 100 - 200A main breaker 225A bussing
SPR-320WHT	320 Watt, SPR-E19-320- C2C AR-S5 M5 B1 YUK
SPR-327	residential 360watt sunpower module. White back sheet. Black frame
Sunpreme GxB 370W Bifacial	Sunpreme Maxima GxB 370W Bifacial Module - Frameless
Sunpreme GxB 380W Bifacial	Sunpreme Maxima GxB 380W Bifacial Module - Frameless
Tesla - Battery Backup Gateway 2	Sold with Tesla Powerwall 2.
Tesla 7.6kw Solar Inverter	Tesla Solar Inverter 7.6Kw Single Phase To be used with RSD
Tesla Powerwall 2	Tesla Powerwall 2.
Tesla Powerwall 3	Tesla Powerwall 3 w/ integrated inverter
Tesla T400H	400 W, 132 half-cut cell monocrystalline module, black backsheet, 1000V or 1500V max system
Timberframe 3.0 - Mini Unit incl. Q-Cell Rafters	Douglas fir wooden components of an entire mini single frame solar canopy. Inventory item for ordering and tracking. 2022 - Q.peak 475 Version
Timberframe 3.0 - Single Unit incl. Q-Cell Rafters	Douglas fir wooden components of an entire single frame solar canopy. Inventory item for ordering and tracking. 2022 - Q.peak 475 Version
Trina TSM 380 72 Cell	TSM-380DE14A(II) PERC MONO - Mono TALL MAX PLUS 380 72 cell solar module, Silver Frame, 40mm frame thickness

~~4. SunCommon Depreciable Assets-FF&E (con't)~~

Asset A/C# Description	Date Acq	Description
Computer Equipment	01/09/2013	MacBook Pro 13 in 2.5GHz and Fujitsu SCANSNAP s1500M for USB Scanner
Computer Equipment	10/01/2013	MacBook Pro 13 in 2.5 GHz Invoice #946608
Computer Equipment	02/05/2014	MacBook Pro for new hire, Apple Care, Monitor, Mouse
Computer Equipment	04/08/2014	New laptop for Tim
Computer Equipment	04/08/2014	New laptop for Jacob
Computer Equipment	04/21/2014	3 New MacBook Pros + Applecare
Computer Equipment	04/23/2014	Mac Mini Ser#SC07MC039DWYL
Computer Equipment	04/30/2014	MacBook Pro for Storyteller
Computer Equipment	04/30/2014	MacBook Pro Ser# SCPWM49R7DITY3
Computer Equipment	05/20/2014	Memory upgrade for 20 machines
Computer Equipment	05/28/2014	MacBook Pro 13 in 2.5 GHz i5 4GB/500GB
Computer Equipment	06/09/2014	Magsafe adapter and converter
Computer Equipment	06/09/2014	Purchase and install 16 RAM mods
Computer Equipment	06/20/2014	MacBook Pro 13 in 2.5 GHz i5 4 GB/500GB
Computer Equipment	07/15/2014	Mac mini
Computer Equipment	08/01/2014	7 new MacBook Pro's
Computer Equipment	08/01/2014	7 new MacBook Pro's
Computer Equipment	08/01/2014	7 new MacBook Pro's
Computer Equipment	08/01/2014	7 new MacBook Pro's
Computer Equipment	08/01/2014	7 new MacBook Pro's
Computer Equipment	08/01/2014	7 new MacBook Pro's
Computer Equipment	10/06/2014	2 mac books & add ons
Computer Equipment	10/26/2014	ipad- serial #SDMPLX3KKJF4YJ
Computer Equipment	11/01/2014	Mini mac S/N C07NM1V VG1J1
Computer Equipment	11/01/2014	Mini mac S/N C07NM1HVG1H1
Computer Equipment	11/01/2014	Mini mac S/N C07NM1R7G1J1
Computer Equipment	11/01/2014	iPad S/N SDMPLXHZVF4YJ
Computer Equipment	11/01/2014	iPad S/N SDMPLXJGWF4YJ
Computer Equipment	11/01/2014	Mini mac s/n SC07MMBP4DWYL
Computer Equipment	11/01/2014	Monitor s/n T1Y143480592
Computer Equipment	11/01/2014	Monitor s/n T1Y143480727
Computer Equipment	11/01/2014	Monitor s/n T1Y143480587
Computer Equipment	11/01/2014	Monitor s/n T1Y143480875
Computer Equipment	11/01/2014	Monitor s/n T1Y143480871
Computer Equipment	11/03/2014	Ipad/Macbook serial # SDLXNL9Y1G5YN
Computer Equipment	11/03/2014	Ipad/Macbook serial # SDLXNL9Y1G5YN
Computer Equipment	11/03/2014	Ipad/Macbook serial # SC1MN51D9DITY3
Computer Equipment	11/03/2014	Ipad/Macbook serial # SC1MN3UNQDITY3
Computer Equipment	11/03/2014	Ipad/Macbook serial # SC1MN58VADITY3
Computer Equipment	11/03/2014	Ipad/Macbook serial # SC1MN5J1DITY3
Computer Equipment	11/03/2014	Ipad/Macbook serial # SC1MN5HYGDITY3
Computer Equipment	11/03/2014	Ipad/Macbook serial # SC1MN5J25DITY3
Computer Equipment	11/13/2014	RUKUS 1100 WiFi Controller, Rukus ZF R700
Computer Equipment	11/24/2014	Mac mini s/n C07NROPOG1J1
Computer Equipment	12/15/2014	Serial #SC1MNL1T3DITY3 mac book
Computer Equipment	12/15/2014	Monitor serial #T1Y143860026
Computer Equipment	12/15/2014	Montior serial #t1Y143860039
Computer Equipment	12/15/2014	Monitor serial # T1Y143860094
Computer Equipment	12/23/2014	iMac 27 inch
Computer Equipment	12/26/2014	Serial #542BC1624FB011115
Computer Equipment	12/26/2014	Serial #542BC1627FB011142
Computer Equipment	12/26/2014	Serial #452BC1626FB011116
Computer Equipment	02/03/2015	Sn SC02NV58EG3QC design
Computer Equipment	02/26/2015	13 in MacBook Pro sn: C1mn8cfkdy3
Computer Equipment	02/26/2015	13 in MacBook Pro sn: c1mn8cp8dy3
Computer Equipment	02/26/2015	Two Viewsonic VA2451m monitors
Computer Equipment	03/23/2015	Network Hardware

Asset A/C# Description	Date Acq	Description
Furniture and Fixtures	01/12/2012	Office furniture
Furniture and Fixtures	01/24/2012	Chairs for the office
Furniture and Fixtures	07/01/2012	Duane- picnic table and bench
Furniture and Fixtures	09/07/2012	Office Desks
Furniture and Fixtures	05/07/2015	Outdoor furniture
Furniture and Fixtures	04/15/2016	Office Furniture
Furniture and Fixtures	05/16/2016	Deposits on tables for Waterbury building
Furniture and Fixtures	05/16/2016	Kitt Clark - Kitchen Tables
Furniture and Fixtures	05/31/2016	Wood&Wood - Building Signs
Furniture and Fixtures	09/27/2016	FireProTec - Fire Exit Signs
Furniture and Fixtures	12/01/2016	Red Thread - Furniture
Furniture and Fixtures	02/01/2017	Hard casters on chairs
Furniture and Fixtures	06/08/2017	Picnic tables for staff
Furniture and Fixtures	10/26/2017	(2) Samsung 40" LED TV's w/ mount
Furniture and Fixtures	05/16/2018	Additional chairs & stools
Furniture and Fixtures	03/28/2019	Desk reinforcement
Furniture and Fixtures	06/14/2022	Road Sign for New York Office
Grand totals: 15200 (17 assets)		
Leasehold Improvements	03/06/2012	Office Flooring
Leasehold Improvements	03/23/2012	Office Fit-up (Gristmill Builders)
Leasehold Improvements	01/27/2013	Crestone Accoustical Soutions
Leasehold Improvements	09/23/2013	Crestone Accoustical Soutions
Leasehold Improvements	05/16/2016	Marclay Architects - building design
Leasehold Improvements	05/19/2016	Cushman - Interior Design
Leasehold Improvements	07/27/2016	Gotham City - Interior decorating/design
Leasehold Improvements	09/27/2016	Gordons - Interior decorating for building
Leasehold Improvements	10/10/2016	Malone Prop - curbing on office building
Leasehold Improvements	12/09/2021	Color Craft Painting, Inc
Leasehold Improvements	01/11/2022	Replace Security System with Updated Materials
Leasehold Improvements	01/24/2022	Galaxy Solstice Cherry Laminate Flooring & Installation
Leasehold Improvements	05/04/2022	Warehouse Kitchen build-out
Leasehold Improvements	07/01/2022	Deposit for Kingston Office Work
Leasehold Improvements	07/14/2022	Pave Apron at 442 US Rt 2, Waterbuty
Leasehold Improvements	09/23/2022	Canopy at 442 US Route 2, Waterbury
Grand totals: 15300 (16 assets)		
Capitalized Software Costs	07/25/2018	JJ Exactime software updated
Capitalized Software Costs	12/31/2018	Boomi License fees related to Netsuite
Capitalized Software Costs	01/01/2019	NetSuite consulting setup costs for week Ending 12/21
Capitalized Software Costs	01/01/2019	NetSuite consulting setup costs for week Ending 12/28
Capitalized Software Costs	01/01/2019	Capitalized Netsuite Software Costs
Capitalized Software Costs	01/04/2019	Netsuite consulting setup costs for week Ending 01/04/19
Capitalized Software Costs	01/11/2019	Netsuite consulting setup costs for week Ending 1/11/19
Capitalized Software Costs	01/18/2019	Netsuite consulting setup costs for week Ending 1/18/19
Capitalized Software Costs	01/20/2019	Netsuite
Capitalized Software Costs	04/08/2019	\$19,875 already paid on this PO in 2018 (quickbooks) - please pay just the remainder as per invoice
Capitalized Software Costs	05/27/2019	Quarterly Planning & Budgeting cloud service software
Capitalized Software Costs	05/29/2019	Activation for Planning & Budgeting tool
Capitalized Software Costs	08/22/2019	Quarterly Planning & Budgeting cloud service software
Capitalized Software Costs	11/19/2019	Quarterly Planning & Budgeting cloud service software
Grand totals: 15450 (14 assets)		

SunCommon ~~Depreciable Assets~~FF&E (con't)

91810896.23

Asset A/C# Description	Date Acq	Description
Computer Equipment	04/20/2015	13 in MacBook Pro sn: CPWNF2QXDITY3
Computer Equipment	05/14/2015	S/n S42BA0814FB012348
Computer Equipment	05/27/2015	MacBook Pro SC1MP3ROZDITY3
Computer Equipment	05/27/2015	MacBook Pro SC1MP6S2XDITY3
Computer Equipment	05/27/2015	MacBook Pro SC1MP3R1NDITY3
Computer Equipment	05/27/2015	MacBook Pro SC1MP6S0GDTY3
Computer Equipment	05/27/2015	MacBook Pro SC1MP6S2JDITY3
Computer Equipment	05/27/2015	MacBook Pro SC1MP6S2XDITY3
Computer Equipment	05/31/2015	CCM card-Printers and toner for Advisors
Computer Equipment	06/03/2015	S/N SC02PLKSL8WN
Computer Equipment	06/05/2015	SN SC1MNDJ52DITY3
Computer Equipment	06/05/2015	SN SDLXP4D4GG5YP iPad
Computer Equipment	06/05/2015	Monitors T1Y144461788, T1Y144461791
Computer Equipment	03/23/2016	Comcast New Service for Building
Computer Equipment	06/17/2016	Small Dog - 3 15" Mackbook Pro
Computer Equipment	09/01/2016	PC - Connection
Computer Equipment	09/30/2016	IT Cell boost Tower
Computer Equipment	10/10/2016	PC Connection - IT supplies
Computer Equipment	11/29/2016	Small Dog - Ipad Pro
Computer Equipment	11/30/2016	All Links - Warehouse Camera's
Computer Equipment	01/19/2017	2 new MacBooks with AppleCare
Computer Equipment	02/14/2017	Fork lift charger & garage door openers
Computer Equipment	02/27/2017	MacBook Pro x2
Computer Equipment	03/14/2017	MacBook Pro x2, Ipad x2
Computer Equipment	05/05/2017	MacBook Pro, AppleCare
Computer Equipment	05/22/2017	MacBook Pro x3, Applecare
Computer Equipment	06/14/2017	MacBook Pro @5
Computer Equipment	07/11/2017	MacBook Pro & Office for Mac
Computer Equipment	11/15/2017	2 MacBook Pro, Office '16 x5
Computer Equipment	12/18/2017	MacBook Pro 15in + AppleCare
Computer Equipment	01/08/2018	(2) Macbooks & applecare w/power adaptors
Computer Equipment	05/01/2018	Macbook Pro & applecare
Computer Equipment	06/13/2018	(5) Microsoft Office Home & Student software
Computer Equipment	06/13/2018	(2) Macbook Pro, Microsoft office & Applecare
Computer Equipment	06/13/2018	MacBook Pro 15in Retina Ser#SC02WM542G8WN & Applecare S
Computer Equipment	06/13/2018	(2) MacBook Pro 15in Retina & Applecare Ser#C02WP214G8WN & C02WR3J4G8WN
Computer Equipment	07/12/2018	MacBook Pro 15in Retina Ser#SC02WX0P4G8WN & Applecare S
Computer Equipment	07/12/2018	MacBook Pro 15in Retina Ser#SC02WX0P2G8WN & Applecare S
Computer Equipment	07/12/2018	MacBook Pro 15in Retina Ser#SC02WX12PG8WN & Applecare S
Computer Equipment	07/16/2018	MacBook Pro 15" Ser#SC02WW0DMG8WN w/Applecare
Computer Equipment	07/16/2018	MacBook Pro 15" Ser#SC02WW0JBG8WN w/Applecare
Computer Equipment	07/16/2018	MacBook Pro 15" Ser#SC02WV24ZG8WN w/Applecare
Computer Equipment	07/16/2018	MacBook Pro 15" Ser#SC02WW0A6G8WN w/Applecare
Computer Equipment	07/16/2018	DP DesignJet T120 24" Printer w. Ink Cartridges
Computer Equipment	07/31/2018	MacBook Pro 15in Ser#SC02WW0A1G8WN
Computer Equipment	07/31/2018	MacBook Pro 15in Ser#SC02WX0YCG8WN
Computer Equipment	09/19/2018	Macbook Pro 15In Retina Ser#SC02WX110G8WN w/Applecare
Computer Equipment	09/19/2018	Macbook Pro 15In Retina Ser#SC02WT1J2G8WN w/Applecare
Computer Equipment	09/19/2018	Macbook Pro 15In Retina Ser#SC02WT4SCG8WN w/Applecare
Computer Equipment	10/01/2018	MacBook Pro 13in Ser#SFVFX827HHV2H w/Applecare
Computer Equipment	10/01/2018	MacBook Pro 13in Ser#SFVFX8299HV2H w/Applecare
Computer Equipment	10/31/2018	(2) Macbook Pros & applecare
Computer Equipment	10/31/2018	MacBook Pro 15in Retina Ser#SC02WX15KG8WN & Applecare S
Computer Equipment	10/31/2018	MacBook Pro 13in 2.3GHz Ser#FVFX32XAHV2H w/Applecare
Computer Equipment	10/31/2018	MacBook Pro 13in 2.3GHz Ser#SFVFX32TQHV2H w/Applecare

Asset A/C# Description	Date Acq	Description
Trailers	04/16/2012	Trailers
Trailers	07/16/2014	New trailer: VIN: 542BC2+3XFB008932
Trailers	07/16/2014	New Trailer: VIN 542BC1621FB008933
Trailers	04/03/2015	2014 Bravo Star ST716TA2: For roof installations
Trailers	04/03/2015	2014 Bravo Star ST716TA2
Trailers	04/03/2015	2014 Bravo Star ST716TA2
Trailers	04/30/2015	2014 Bravo Star ST716TA2
Trailers	03/31/2017	WH trailer delivery truck- 1GCOKUEG8HZ193240
Trailers	03/31/2017	WH trailer delivery truck - 1GCOKUEG5HZ195785
Trailers	04/10/2017	Flatbed trailer ASC885
Trailers	04/19/2017	Flatbed trailer ASC890
Trailers	09/05/2017	Trailer Wrap x2
Trailers	11/01/2017	2014 Bravo Star ST716TA2
Trailers	11/01/2017	2014 Bravo Star ST716TA2
Trailers	05/18/2018	Trailer Heavy 2015
Trailers	11/30/2018	Suncommon Trailer
Trailers	02/05/2019	Ladder rack and towing tools for christians Truck
Trailers	05/20/2019	Trailer purchase
Trailers	07/30/2019	Purchased trailer 2019 Felling FT-14-IT-1 VIN#%F1BE2724K2002098
Trailers	09/30/2020	Trailer for RBK Drill Team (Kubota, Skid Steer)
Trailers	04/06/2021	Trailer for Drill Team VT - VIN 50PAT222XML001590
Trailers	05/18/2022	2022 Belmont Equipment Trailer 50PAT222XNL004717
Trailers	07/10/2022	Trailer Wrap
Trailers	07/11/2022	Trailer Wrap
Trailers	07/26/2022	Trailer Wrap
Trailers	07/26/2022	Trailer Wrap
Trailers	09/01/2022	#25, delivered Sept. '22
Trailers	09/14/2022	#26, delivered Sept. '22
Trailers	09/28/2022	Trailer 27
Trailers	11/09/2022	Trailers - Perfection Auto Parts
Trailers	05/19/2023	Wrap Trailer #2
Trailers	05/26/2023	Wrap 16' Trailer
Trailers	07/27/2023	Wrap 16' Trailer
Trailers	09/14/2023	Bravo Star Contrator Trailer (Perfection) VIN 999999990001
Trailers	09/14/2023	Bravo Star Contrator Trailer (Perfection) SN-542BC1625RB044290
Trailers	09/14/2023	Bravo Star Contrator Trailer (Perfection) VIN999999990001
Trailers	09/15/2023	Bravo Star Contrator Trailer (Perfection)
Trailers	09/15/2023	Bravo Star Contrator Trailer (Perfection)
Trailers	09/15/2023	Bravo Star Contrator Trailer (Perfection)
Trailers	09/15/2023	Bravo Star Contrator Trailer (Perfection)
Trailers	09/15/2023	Bravo Star Contrator Trailer (Perfection)
Trailers	09/21/2023	Bravo Star Contrator Trailer (Perfection)
Grand totals: 15500 (42 assets)		

SunCommon ~~Depreciable Assets~~FF&E (con't)

Asset A/C# Description	Date Acq	Description
Vehicles	11/30/2016	Chevy Silverado account 2110001747010
Vehicles	01/31/2017	Truck #1 Purchase Alue
Vehicles	08/13/2017	2017 Nissan van wrap
Vehicles	09/01/2017	Truck cap
Vehicles	09/01/2017	2017 Nissan NV200
Vehicles	11/14/2017	Truck cap wrap x2
Vehicles	11/28/2017	2015 GMC Sierra 1500
Vehicles	02/28/2018	Truck Cap & Ladder rack for 2014 GMC
Vehicles	03/01/2018	Truck Wrap for GMC Sierra
Vehicles	03/23/2018	Ford F450 VIN#1FDUF4HT8HDA07428 & truck wrap
Vehicles	07/31/2018	Truck #23 Ford E350 new 2013 w/wrap & graphics
Vehicles	07/31/2018	Truck #19 wrap
Vehicles	07/31/2018	Truck #21 wrap
Vehicles	07/31/2018	Truck #25 Nissan 1500 Van 2015 w/wrap
Vehicles	07/31/2018	Truck #26 Ford F350 2016 w/wrap, ladder, rack & fuel tank
Vehicles	11/01/2018	Chevy Colorado Roof Rack and Cover
Vehicles	11/02/2018	2016 Chevy Colorado w/tonneau cover, rack & wrap
Vehicles	01/31/2019	Truck wraps
Vehicles	02/04/2019	Truck 22 Wrap
Vehicles	04/04/2019	Add-on accessories for Ford450
Vehicles	04/04/2019	Add-on accessories for Ford450
Vehicles	04/04/2019	Add-on accessories for Ford450
Vehicles	06/08/2019	Cap for new resi install truck
Vehicles	07/31/2019	To record lease buyout of 2014 Toyota Prius VIN# JTDKN3DU8E1736369
Vehicles	07/31/2019	To record lease buyout of 2014 Toyota Prius VIN# JTDKN3DU1E1737508
Vehicles	07/31/2019	To record lease buyout of 2015 Toyota Tacoma VIN# 5TFUU4EN6FX141835
Vehicles	07/31/2019	To record lease buyout of 2014 Toyota Prius VIN# JTDKN3DU0E1740495
Vehicles	07/31/2019	To record lease buyouts of Toyota Rav4 VIN#
Vehicles	07/31/2019	To record lease buyout of 2014 Toyota Prius VIN# JTDKN3DUXE1735840
Vehicles	07/31/2019	To record lease buyout of 2015 Toyota Prius VIN# JTDKN3DUXF0443936
Vehicles	07/31/2019	To record transfer of 2014 Prius JTDKN3DU3E1743407 transferred to RBK
Vehicles	08/07/2019	Lease buyouts - 2014 Toyota Prius VIN#JTDKN3DU6E1762713
Vehicles	09/06/2019	To capitalize Mercedes Freightliner
Vehicles	09/16/2019	Racking for storage van
Vehicles	10/02/2019	Interior racking for new Sprinter Van
Vehicles	10/07/2019	Relieve prepaid deposit: Freightliner Sprinter Van #2
Vehicles	10/14/2019	Wrap for 2nd Sprinter van
Vehicles	11/07/2019	Move vehicle wrap fixed asset for Sprinter Van
Vehicles	12/31/2019	Wrap for 2019 Chevy 2500
Vehicles	12/31/2019	Wrap for Ford F450
Vehicles	12/31/2019	Wrap for Sprinter van
Vehicles	12/31/2019	Wrap for 2nd Sprinter van
Vehicles	12/31/2019	To capitalize 2018 Chevy Silverado 1500 #9401
Vehicles	12/31/2019	To capitalize 2018 Chevy Silverado 1500 #7074
Vehicles	04/30/2020	Deposit to vehicle asset 2015 GMC Canyon truck VIN#1G1TG68E3XF1120533
Vehicles	09/30/2020	Upfit for Ford F-450
Vehicles	10/26/2020	2018 RAV4 - Unit 644434 - JTMRJREV0JD163741(includes refund of overpayment of \$15.50)
Vehicles	11/04/2020	To record purchase of box truck from Albany Truck Sales (PO7410) 2019 Hino 155 VIN#JHHPDM1H3KK008323

91810896.23

Asset A/C# Description	Date Acq	Description
Computer Equipment	10/31/2018	MacBook Pro 13in 2.3GHz Ser#SFVFX32XEHV2H w/AppleCare
Computer Equipment	10/31/2018	MacBook Pro 13in 2.3GHz Ser#SFVFX32XKHV2H w/AppleCare
Computer Equipment	10/31/2018	Macbook Pro 15In Retina Ser#SC02WR3PCG8WN w/AppleCare
Computer Equipment	10/31/2018	Macbook Pro 15In Retina Ser#SC02WX148G8WN w/AppleCare
Computer Equipment	10/31/2018	MacBook Pro 13in Ser#FVFXF1ADHV2H w/AppleCare
Computer Equipment	10/31/2018	MacBook Pro 13in Ser#FVFXF19MHV2H w/AppleCare
Computer Equipment	10/31/2018	MacBook Pro 13in Ser#FVFXF19WHV2H w/AppleCare
Computer Equipment	10/31/2018	MacBook Pro 13in Ser#FVFXF191HV2H w/AppleCare
Computer Equipment	10/31/2018	MacBook Pro 13in Ser#SFVFX829FHV2H w/AppleCare
Computer Equipment	06/11/2019	MacBook Pro 13in w/AppleCare Ser#FVFT2FTHV2H
Computer Equipment	06/11/2019	MacBook Pro 13in w/AppleCare Ser#FVFT2FEHV2H
Computer Equipment	06/11/2019	MacBook Pro 13in w/AppleCare Ser#FVFT2DWHV2H
Computer Equipment	06/11/2019	MacBook Pro 13in w/AppleCare Ser#FVFT2TTHV2H
Computer Equipment	06/11/2019	MacBook Pro 13in w/AppleCare Ser#FVFT2E4HV2H
Computer Equipment	06/11/2019	MacBook Pro 13in w/AppleCare Ser#FVFT2FUHV2H
Computer Equipment	09/11/2019	Macbook Pro 13" Lap #FVFZ92R8L414 plus apple care
Computer Equipment	09/11/2019	Macbook Pro 13" Lap #FVFZ92R6L414 plus apple care
Computer Equipment	09/11/2019	Macbook Pro 13" Lap #FVFZ92TAL414 plus apple care
Computer Equipment	09/11/2019	Macbook Pro 13" Lap #FVFZ92S6L414 plus apple care
Computer Equipment	09/18/2019	MacBook Pro 13in w/AppleCare Ser#FVFZFOCQL414
Computer Equipment	09/18/2019	MacBook Pro 13in w/AppleCare Ser#FVFZD2STL414
Computer Equipment	09/18/2019	MacBook Pro 13in w/AppleCare Ser#FVFZF058L414
Computer Equipment	09/18/2019	MacBook Pro 13in w/AppleCare Ser#FVFZD2WRL414
Computer Equipment	12/10/2019	MacBook Pro 16in w/AppleCare Ser#C02ZT9JHMD6R
Computer Equipment	12/10/2019	MacBook Pro 16in w/AppleCare Ser#C02ZT9MXMD6R
Computer Equipment	12/13/2019	Macbook Pro 16" Lap C02ZT9JHMD6R plus apple care
Computer Equipment	12/13/2019	Macbook Pro 16" Lap C02ZT9MXMD6R plus apple care
Computer Equipment	01/03/2020	Vonage Phone system
Computer Equipment	02/11/2020	16" MBP 2.6GHz 6-core 9th-generation Intel Core i7 processor AMD Radeon Pro 5300M with 4GB of GDDR6 memory 16GB
Computer Equipment	02/24/2020	5x Macbooks
Computer Equipment	02/25/2020	2 x MacBook Pro 16in w/Touch Bar 2.6GHz i7 6-core or 2.4GHz 8-Core i9 - Space Gray CTO 2.6GHz 6-core Intel Core i7, Turbo
Computer Equipment	02/29/2020	To record new macbook for RBK paid by WBY
Computer Equipment	08/10/2020	2 Macbooks Pro
Computer Equipment	08/12/2020	AppleCare x 2
Computer Equipment	08/20/2020	MacBook Pro for RBK
Computer Equipment	09/15/2020	Fixed Asset >1000: Best Buy - PC laptop and Excel 2019 for Windows to process Tesla solar roof design software and run SEL
Computer Equipment	02/23/2021	4 MBP 13" and Apple Care+
Computer Equipment	02/23/2021	2 MBP 13" and AppleCare+
Computer Equipment	03/05/2021	16" MacBook Pro
Computer Equipment	03/05/2021	16" MacBook Pro
Computer Equipment	03/05/2021	16" MacBook Pro
Computer Equipment	03/05/2021	Two (2) 16" MacBook Pro
Computer Equipment	03/05/2021	Two (2) 16" MacBook Pro
Computer Equipment	03/06/2021	AppleCare+
Computer Equipment	03/06/2021	AppleCare+
Computer Equipment	03/06/2021	AppleCare+
Computer Equipment	03/06/2021	Two (2) AppleCare+
Computer Equipment	03/06/2021	Two (2) AppleCare+
Computer Equipment	03/25/2021	16inch Macbook
Computer Equipment	05/13/2021	MBP 16" w/AppleCare
Computer Equipment	05/21/2021	MBP 16" w/AppleCare
Computer Equipment	05/24/2021	MacBook Pro 16" 2019 16 GB 512GB w/AppleCare+
Computer Equipment	05/25/2021	Apple MacBook Pro for Tyler Latham Resi Designer
Computer Equipment	05/26/2021	1x Macbooks Pro
Computer Equipment	05/27/2021	2x Macbooks Pro

SunCommon ~~Depreciable Assets~~FF&E (con't)

Asset A/C# Description	Date Acq	Description
Vehicles	12/15/2020	2018 Chevy Silverado 2500 - VIN:1GC2KVEG5JZ183236 - tax & registration
Vehicles	12/30/2020	2018 RAV4 - Unit 644439- Vin # JTMRJREV8JD156231
Vehicles	12/30/2020	006130 2018 RAV4 - Unit 644440- Vin # JTMRJREV4JD154704
Vehicles	12/30/2020	2018 RAV4 - Unit 644438 - VIN # JTMRJREV3JD157898
Vehicles	01/04/2021	2 trucks - Caps, ladder racks, tool shelve parts
Vehicles	02/25/2021	2021 Chevy Colorado 1GCGTBEN1M1146820
Vehicles	02/25/2021	2021 Chevy Colorado 1GCGTBEN7M1218880
Vehicles	02/25/2021	2021 Chevy Colorado 1GCGTBEN9M1200176
Vehicles	02/25/2021	2021 Chevy Colorado 1GCGTBEN9M1220341
Vehicles	03/01/2021	2021 Chevrolet Colorado Crew Cab for RBK EVAL Team 1GCGTBEN1M1217451
Vehicles	03/02/2021	Vehicle Purchased Nissan NV2500HD for Comerical Crew RBK #1N6BF0KY0MN804251
Vehicles	03/05/2021	Cap for Chevy Colorado VIN 0176
Vehicles	03/05/2021	Cap for Chevy Colorado VIN0341
Vehicles	03/05/2021	Cap for Chevy Colorado VIN 6820
Vehicles	03/05/2021	Cap for Chevy Colorado VIN8880
Vehicles	03/30/2021	Cap and Ladder Rack for Chevy Colorado
Vehicles	03/31/2021	2020 Ford Transit - 1FTBR2C84LKB77087
Vehicles	04/07/2021	Truck Wrap #1
Vehicles	04/07/2021	Truck Wrap #2
Vehicles	04/07/2021	Truck Wrap #3
Vehicles	04/07/2021	Truck Wrap #4
Vehicles	04/13/2021	2020 Chevy 2500HD - 1GC2YLE77LF260213
Vehicles	04/16/2021	Ford Transit Van Wrap
Vehicles	04/19/2021	Vehicle Wrap - Non Vinyl Eco Wrap for Andres Weiner's truck install Resi
Vehicles	04/30/2021	Truck wrap for new Chevy 2500
Vehicles	05/28/2021	Truck Wrap for another another new Chevy 2500
Vehicles	05/28/2021	Truck Wrap for anther new Chevy 2500
Vehicles	05/28/2021	Truck Wrap for new Chevy 2500
Vehicles	06/11/2021	Truck Wrap for new Chevy 2500
Vehicles	06/17/2021	2019 Chevrolet Colorado - Crew Cab VIN 17242
Vehicles	06/18/2021	Cap for Chevy Silverado -1GC2YLE77LF260213
Vehicles	06/23/2021	2 caps to ass to 2 new Chevy 2500HDs
Vehicles	06/24/2021	Model 3 Wrap
Vehicles	06/24/2021	Vehicle wrapping
Vehicles	07/01/2021	Cap for Chevy Silverado 2500HD - new NY Resi Install Crew
Vehicles	07/02/2021	Isuzu Wrap #1
Vehicles	07/21/2021	Racking, etc Fit up for Ford Transit Van
Vehicles	08/09/2021	Box Truck Wrapping
Vehicles	08/23/2021	payment for chevy truck PO9272
Vehicles	08/30/2021	Unit 811444 - Joseph Schell Electrician - Cap and Ladder Rack for 2019 Chevrolet Colorado
Vehicles	08/31/2021	PrimeDesign Alu-Rack Extended Ladder Rack + Labor to Install (for 2021 Chevy Silverado-Service Crew NY)
Vehicles	09/01/2021	Vehicle wrapping
Vehicles	03/07/2022	Truck Wrap on 2021 GMC Canyon VIN 9320
Vehicles	03/17/2022	Balance on Truck Caps for 2 NY Trucks
Vehicles	04/11/2022	2022 GMC Sierra 1500 Dbl. Cab 6 1/2 Bed 26"
Vehicles	04/22/2022	2022 GMC Sierra 1500 Limited SLE Double Cab Wrap
Vehicles	04/25/2022	2018 Ram 2500HD Crew Cab 6 1/2 Bed 26"
Vehicles	05/03/2022	Wrap for 2018 Dodge Ram VIN..0573
Vehicles	05/20/2022	26" A.R.E. DCU Series Cap for 1GTV2MECOJZ19519
Vehicles	06/09/2022	Wrap for GMC Sierra

SunCommon Depreciable Assets (con't)

Asset A/C# Description	Date Acq	Description
Vehicles	12/15/2020	2018 Chevy Silverado 2500 - VIN:1GC2KVEG5JZ183236 - tax & registration
Vehicles	12/30/2020	2018 RAV4 - Unit 644439- Vin # JTMRJREV8JD156231
Vehicles	12/30/2020	006130 2018 RAV4 - Unit 644440- Vin # JTMRJREV4JD154704
Vehicles	12/30/2020	2018 RAV4 - Unit 644438 - VIN # JTMRJREV3JD157898
Vehicles	01/04/2021	2 trucks - Caps, ladder racks, tool shelve parts
Vehicles	02/25/2021	2021 Chevy Colorado 1GCGTBEN1M1146820
Vehicles	02/25/2021	2021 Chevy Colorado 1GCGTBEN7M1218880
Vehicles	02/25/2021	2021 Chevy Colorado 1GCGTBEN9M1200176
Vehicles	02/25/2021	2021 Chevy Colorado 1GCGTBEN9M1220341
Vehicles	03/01/2021	2021 Chevrolet Colorado Crew Cab for RBK EVAL Team 1GCGTBEN1M1217451
Vehicles	03/02/2021	Vehicle Purchased Nissan NV2500HD for Comerical Crew RBK #1N6BF0KY0MN804251
Vehicles	03/05/2021	Cap for Chevy Colorado VIN 0176
Vehicles	03/05/2021	Cap for Chevy Colorado VIN0341
Vehicles	03/05/2021	Cap for Chevy Colorado VIN 6820
Vehicles	03/05/2021	Cap for Chevy Colorado VIN8880
Vehicles	03/30/2021	Cap and Ladder Rack for Chevy Colorado
Vehicles	03/31/2021	2020 Ford Transit - 1FTBR2C84LKB77087
Vehicles	04/07/2021	Truck Wrap #1
Vehicles	04/07/2021	Truck Wrap #2
Vehicles	04/07/2021	Truck Wrap #3
Vehicles	04/07/2021	Truck Wrap #4
Vehicles	04/13/2021	2020 Chevy 2500HD - 1GC2YLE77LF260213
Vehicles	04/16/2021	Ford Transit Van Wrap
Vehicles	04/19/2021	Vehicle Wrap - Non Vinyl Eco Wrap for Andres Weiner's truck install Resi
Vehicles	04/30/2021	Truck wrap for new Chevy 2500
Vehicles	05/28/2021	Truck Wrap for another another new Chevy 2500
Vehicles	05/28/2021	Truck Wrap for anither new Chevy 2500
Vehicles	05/28/2021	Truck Wrap for new Chevy 2500
Vehicles	06/11/2021	Truck Wrap for new Chevy 2500
Vehicles	06/17/2021	2019 Chevrolet Colorado - Crew Cab VIN 17242
Vehicles	06/18/2021	Cap for Chevy Silverado -1GC2YLE77LF260213
Vehicles	06/23/2021	2 caps to ass to 2 new Chevy 2500HDs
Vehicles	06/24/2021	Model 3 Wrap
Vehicles	06/24/2021	Vehicle wrapping
Vehicles	07/01/2021	Cap for Chevy Silverado 2500HD - new NY Resi Install Crew
Vehicles	07/02/2021	Isuzu Wrap #1
Vehicles	07/21/2021	Racking, etc Fit up for Ford Transit Van
Vehicles	08/09/2021	Box Truck Wrapping
Vehicles	08/23/2021	payment for chevy truck PO9272
Vehicles	08/30/2021	Unit 811444 - Joseph Schell Electrician - Cap and Ladder Rack for 2019 Chevrolet Colorado
Vehicles	08/31/2021	PrimeDesign Alu-Rack Extended Ladder Rack + Labor to Install (for 2021 Chevy Silverado-Service Crew NY)
Vehicles	09/01/2021	Vehicle wrapping
Vehicles	03/07/2022	Truck Wrap on 2021 GMC Canyon VIN 9320
Vehicles	03/17/2022	Balance on Truck Caps for 2 NY Trucks
Vehicles	04/11/2022	2022 GMC Sierra 1500 Dbl. Cab 6 1/2 Bed 26"
Vehicles	04/22/2022	2022 GMC Sierra 1500 Limited SLE Double Cab Wrap
Vehicles	04/25/2022	2018 Ram 2500HD Crew Cab 6 1/2 Bed 26"
Vehicles	05/03/2022	Wrap for 2018 Dodge Ram VIN..0573
Vehicles	05/20/2022	26" A.R.E. DCU Series Cap for 1GTV2MECOJZ19519
Vehicles	06/09/2022	Wrap for GMC Sierra

SunCommon Depreciable Assets (con't)

Asset A/C# Description	Date Acq	Description
Vehicles	06/09/2022	Wrap for Chevy Colorado
Vehicles	08/01/2023	Cap for 2019 Chevy Colorado VIN7242
Vehicles	08/18/2023	Advantage Outfitters Llc - Shelving Unit for Skylar's ESS Van
Grand totals: 15800 (101 assets)		
Loan Costs	05/29/2015	VEDA Loan Costs
Loan Costs	05/29/2015	VCLF Loan Costs
Grand totals: 17050 (2 assets)		
Investment in PoP Net Metering	11/12/2020	Point of Praise Net Metering Modules
Grand totals: 17060 (1 asset)		
Investment in Taste Place EV Charger	09/23/2020	EV Taste Place Charging Station
Grand totals: 17070 (1 asset)		
Intangibles	01/01/2022	Intangibles - Backlog of Projects
Intangibles	01/01/2022	Intangibles - Brand & Trademark
Grand totals: 17090 (2 assets)		
Goodwill	01/01/2013	VPRIG Intellectual Property & Goodwill
Grand totals: 17100 (1 asset)		
Trademark	03/01/2012	Trademark
Trademark	06/04/2013	Trademark Filing Fee
Grand totals: 17200 (2 assets)		

SunCommon Depreciable Assets (con't)

Asset A/C# Description	Date Acq	Description
Computer Equipment	01/09/2013	MacBook Pro 13 in 2.5GHz and Fujitsu SCANSNAP s1500M for USB Scanner
Computer Equipment	10/01/2013	MacBook Pro 13 in 2.5 GHz Invoice #946608
Computer Equipment	02/05/2014	MacBook Pro for new hire, Apple Care, Monitor, Mouse
Computer Equipment	04/08/2014	New laptop for Tim
Computer Equipment	04/08/2014	New laptop for Jacob
Computer Equipment	04/21/2014	3 New MacBook Pros + Applecare
Computer Equipment	04/23/2014	Mac Mini Ser#SC07MC039DWYL
Computer Equipment	04/30/2014	MacBook Pro for Storyteller
Computer Equipment	04/30/2014	MacBook Pro Ser# SCPWM49R7DTY3
Computer Equipment	05/20/2014	Memory upgrade for 20 machines
Computer Equipment	05/28/2014	MacBook Pro 13 in 2.5 GHz i5 4GB/500GB
Computer Equipment	06/09/2014	Magsafe adapter and converter
Computer Equipment	06/09/2014	Purchase and install 16 RAM mods
Computer Equipment	06/20/2014	MacBook Pro 13 in 2.5 GHz i5 4 GB/500GB
Computer Equipment	07/15/2014	Mac mini
Computer Equipment	08/01/2014	7 new MacBook Pro's
Computer Equipment	08/01/2014	7 new MacBook Pro's
Computer Equipment	08/01/2014	7 new MacBook Pro's
Computer Equipment	08/01/2014	7 new MacBook Pro's
Computer Equipment	08/01/2014	7 new MacBook Pro's
Computer Equipment	08/01/2014	7 new MacBook Pro's
Computer Equipment	10/06/2014	2 mac books & add ons
Computer Equipment	10/26/2014	ipad- serial #SDMPLX3KKJF4YJ
Computer Equipment	11/01/2014	Mini mac S/N C07NM1V VG1J1
Computer Equipment	11/01/2014	Mini mac S/N C07NM1HVG1H1
Computer Equipment	11/01/2014	Mini mac S/N C07NM1R7G1J1
Computer Equipment	11/01/2014	iPad S/N SDMPLEXHZVF4YJ
Computer Equipment	11/01/2014	iPad S/N SDMPLEXGWF4YJ
Computer Equipment	11/01/2014	Mini mac s/n SC07MMBP4DWYL
Computer Equipment	11/01/2014	Monitor s/n T1Y143480592
Computer Equipment	11/01/2014	Monitor s/n T1Y143480727
Computer Equipment	11/01/2014	Monitor s/n T1Y143480587
Computer Equipment	11/01/2014	Monitor s/n T1Y143480875
Computer Equipment	11/01/2014	Monitor s/n T1Y143480871
Computer Equipment	11/03/2014	Ipad/Macbook serial # SDLXNL9Y1G5YN
Computer Equipment	11/03/2014	Ipad/Macbook serial # SDLXNL9Y1G5YN
Computer Equipment	11/03/2014	Ipad/Macbook serial # SC1MN51D9DTY3
Computer Equipment	11/03/2014	Ipad/Macbook serial # SC1MN3UNQDTY3
Computer Equipment	11/03/2014	Ipad/Macbook serial # SC1MN58VADTY3
Computer Equipment	11/03/2014	Ipad/Macbook serial # SC1MN5J1DTY3
Computer Equipment	11/03/2014	Ipad/Macbook serial # SC1MN5HYGDTY3
Computer Equipment	11/03/2014	Ipad/Macbook serial # SC1MN5J25DTY3
Computer Equipment	11/13/2014	RUKUS 1100 WiFi Controller, Rukus ZF R700
Computer Equipment	11/24/2014	Mac mini s/n C07NROPOG1J1
Computer Equipment	12/15/2014	Serial #SC1MNL1T3DTY3 mac book
Computer Equipment	12/15/2014	Monitor serial #T1Y143860026
Computer Equipment	12/15/2014	Montior serial #t1Y143860039
Computer Equipment	12/15/2014	Monitor serial # T1Y143860094
Computer Equipment	12/23/2014	iMac 27 inch
Computer Equipment	12/26/2014	Serial #542BC1624FB011115
Computer Equipment	12/26/2014	Serial #542BC1627FB011142
Computer Equipment	12/26/2014	Serial #452BC1626FB011116
Computer Equipment	02/03/2015	Sn SC02NV58EG3QC design
Computer Equipment	02/26/2015	13 in MacBook Pro sn: C1mn8cfkdy3
Computer Equipment	02/26/2015	13 in MacBook Pro sn: c1mn8cp8dy3
Computer Equipment	02/26/2015	Two Viewsonic VA2451m monitors
Computer Equipment	03/23/2015	Network Hardware

SunCommon Depreciable Assets (con't)

Asset A/C# Description	Date Acq	Description
Computer Equipment	04/20/2015	13 in MacBook Pro sn: CPWNF2QXDITY3
Computer Equipment	05/14/2015	S/n S42BA0814FB012348
Computer Equipment	05/27/2015	MacBook Pro SC1MP3ROZDITY3
Computer Equipment	05/27/2015	MacBook Pro SC1MP6S2XDITY3
Computer Equipment	05/27/2015	MacBook Pro SC1MP3R1NDITY3
Computer Equipment	05/27/2015	MacBook Pro SC1MP6S0GDITY3
Computer Equipment	05/27/2015	MacBook Pro SC1MP6S2JDITY3
Computer Equipment	05/27/2015	MacBook Pro SC1MP6S2XDITY3
Computer Equipment	05/31/2015	CCM card-Printers and toner for Advisors
Computer Equipment	06/03/2015	S/N SC02PLKSL8WN
Computer Equipment	06/05/2015	SN SC1MNDJ52DITY3
Computer Equipment	06/05/2015	SN SDLXP4D4GG5YP iPad
Computer Equipment	06/05/2015	Monitors T1Y144461788, T1Y144461791
Computer Equipment	03/23/2016	Comcast New Service for Building
Computer Equipment	06/17/2016	Small Dog - 3 15" Mackbook Pro
Computer Equipment	09/01/2016	PC - Connection
Computer Equipment	09/30/2016	IT Cell boost Tower
Computer Equipment	10/10/2016	PC Connection - IT supplies
Computer Equipment	11/29/2016	Small Dog - Ipad Pro
Computer Equipment	11/30/2016	All Links - Warehouse Camera's
Computer Equipment	01/19/2017	2 new MacBooks with AppleCare
Computer Equipment	02/14/2017	Fork lift charger & garage door openers
Computer Equipment	02/27/2017	MacBook Pro x2
Computer Equipment	03/14/2017	MacBook Pro x2, Ipad x2
Computer Equipment	05/05/2017	MacBook Pro, AppleCare
Computer Equipment	05/22/2017	MacBook Pro x3, Applecare
Computer Equipment	06/14/2017	MacBook Pro @5
Computer Equipment	07/11/2017	MacBook Pro & Office for Mac
Computer Equipment	11/15/2017	2 MacBook Pro, Office '16 x5
Computer Equipment	12/18/2017	MacBook Pro 15in + AppleCare
Computer Equipment	01/08/2018	(2) Macbooks & applecare w/power adaptors
Computer Equipment	05/01/2018	Macbook Pro & applecare
Computer Equipment	06/13/2018	(5) Microsoft Office Home & Student software
Computer Equipment	06/13/2018	(2) Macbook Pro, Microsoft office & Applecare
Computer Equipment	06/13/2018	MacBook Pro 15in Retina Ser#SC02WM542G8WN & Applecare S
Computer Equipment	06/13/2018	(2) MacBook Pro 15in Retina & Applecare Ser#C02WP214G8WN & C02WR3J4G8WN
Computer Equipment	07/12/2018	MacBook Pro 15in Retina Ser#SC02WX0P4G8WN & Applecare S
Computer Equipment	07/12/2018	MacBook Pro 15in Retina Ser#SC02WX0P2G8WN & Applecare S
Computer Equipment	07/12/2018	MacBook Pro 15in Retina Ser#SC02WX12PG8WN & Applecare S
Computer Equipment	07/16/2018	MacBook Pro 15" Ser#SC02WW0DMG8WN w/Applecare
Computer Equipment	07/16/2018	MacBook Pro 15" Ser#SC02WW0JBG8WN w/Applecare
Computer Equipment	07/16/2018	MacBook Pro 15" Ser#SC02WV24ZG8WN w/Applecare
Computer Equipment	07/16/2018	MacBook Pro 15" Ser#SC02WW0A6G8WN w/Applecare
Computer Equipment	07/16/2018	DP DesignJet T120 24" Printer w. Ink Cartridges
Computer Equipment	07/31/2018	MacBook Pro 15in Ser#SC02WW0A1G8WN
Computer Equipment	07/31/2018	MacBook Pro 15in Ser#SC02WX0YCG8WN
Computer Equipment	09/19/2018	Macbook Pro 15In Retina Ser#SC02WX110G8WN w/Applecare
Computer Equipment	09/19/2018	Macbook Pro 15In Retina Ser#SC02WT1J2G8WN w/Applecare
Computer Equipment	09/19/2018	Macbook Pro 15In Retina Ser#SC02WT4SCG8WN w/Applecare
Computer Equipment	10/01/2018	MacBook Pro 13in Ser#SFVFX827HHV2H w/Applecare
Computer Equipment	10/01/2018	MacBook Pro 13in Ser#SFVFX8299HV2H w/Applecare
Computer Equipment	10/31/2018	(2) Macbook Pros & applecare
Computer Equipment	10/31/2018	MacBook Pro 15in Retina Ser#SC02WX15KG8WN & Applecare S
Computer Equipment	10/31/2018	MacBook Pro 13in 2.3GHz Ser#FVFX32XAHV2H w/Applecare
Computer Equipment	10/31/2018	MacBook Pro 13in 2.3GHz Ser#SFVFX32TQHV2H w/Applecare

SunCommon Depreciable Assets (con't)

Asset A/C# Description	Date Acq	Description
Computer Equipment	10/31/2018	MacBook Pro 13in 2.3GHz Ser#SFVFX32XEHV2H w/AppleCare
Computer Equipment	10/31/2018	MacBook Pro 13in 2.3GHz Ser#SFVFX32XKHV2H w/AppleCare
Computer Equipment	10/31/2018	Macbook Pro 15In Retina Ser#SC02WR3PCG8WN w/AppleCare
Computer Equipment	10/31/2018	Macbook Pro 15In Retina Ser#SC02WX148G8WN w/AppleCare
Computer Equipment	10/31/2018	MacBook Pro 13in Ser#FVFXF1ADHV2H w/AppleCare
Computer Equipment	10/31/2018	MacBook Pro 13in Ser#FVFXF19MHV2H w/AppleCare
Computer Equipment	10/31/2018	MacBook Pro 13in Ser#FVFXF19WHV2H w/AppleCare
Computer Equipment	10/31/2018	MacBook Pro 13in Ser#FVFXF191HV2H w/AppleCare
Computer Equipment	10/31/2018	MacBook Pro 13in Ser#SFVFX829FHV2H w/AppleCare
Computer Equipment	06/11/2019	MacBook Pro 13in w/AppleCare Ser#FVFYT2FTHV2H
Computer Equipment	06/11/2019	MacBook Pro 13in w/AppleCare Ser#FVFYT2FEHV2H
Computer Equipment	06/11/2019	MacBook Pro 13in w/AppleCare Ser#FVFYT2DWHV2H
Computer Equipment	06/11/2019	MacBook Pro 13in w/AppleCare Ser#FVFYT2TTHV2H
Computer Equipment	06/11/2019	MacBook Pro 13in w/AppleCare Ser#FVFYT2E4HV2H
Computer Equipment	06/11/2019	MacBook Pro 13in w/AppleCare Ser#FVFYT2FUHV2H
Computer Equipment	09/11/2019	Macbook Pro 13" Lap #FVFZ92R8L414 plus apple care
Computer Equipment	09/11/2019	Macbook Pro 13" Lap #FVFZ92R6L414 plus apple care
Computer Equipment	09/11/2019	Macbook Pro 13" Lap #FVFZ92TAL414 plus apple care
Computer Equipment	09/11/2019	Macbook Pro 13" Lap #FVFZ92S6L414 plus apple care
Computer Equipment	09/18/2019	MacBook Pro 13in w/AppleCare Ser#FVFZF0CQL414
Computer Equipment	09/18/2019	MacBook Pro 13in w/AppleCare Ser#FVFZD2STL414
Computer Equipment	09/18/2019	MacBook Pro 13in w/AppleCare Ser#FVFZF058L414
Computer Equipment	09/18/2019	MacBook Pro 13in w/AppleCare Ser#FVFZD2WRL414
Computer Equipment	12/10/2019	MacBook Pro 16in w/AppleCare Ser#C02ZT9JHMD6R
Computer Equipment	12/10/2019	MacBook Pro 16in w/AppleCare Ser#C02ZT9MXMD6R
Computer Equipment	12/13/2019	Macbook Pro 16" Lap C02ZT9JHMD6R plus apple care
Computer Equipment	12/13/2019	Macbook Pro 16" Lap C02ZT9MXMD6R plus apple care
Computer Equipment	01/03/2020	Vonage Phone system
Computer Equipment	02/11/2020	16" MBP 2.6GHz 6-core 9th-generation Intel Core i7 processor
Computer Equipment	02/24/2020	AMD Radeon Pro 5300M with 4GB of GDDR6 memory 16GB
Computer Equipment	02/25/2020	5x Macbooks
Computer Equipment	02/25/2020	2 x MacBook Pro 16in w/Touch Bar 2.6GHz i7 6-core or 2.4GHz 8-Core i9 - Space Gray CTO 2.6GHz 6-core Intel Core i7, Turbo
Computer Equipment	02/29/2020	To record new macbook for RBK paid by WBY
Computer Equipment	08/10/2020	2 Macbooks Pro
Computer Equipment	08/12/2020	AppleCare x 2
Computer Equipment	08/20/2020	MacBook Pro for RBK
Computer Equipment	09/15/2020	Fixed Asset >1000: Best Buy - PC laptop and Excel 2019 for Windows to process Tesla solar roof design software and run SEL
Computer Equipment	02/23/2021	4 MBP 13" and Apple Care+
Computer Equipment	02/23/2021	2 MBP 13" and AppleCare+
Computer Equipment	03/05/2021	16" MacBook Pro
Computer Equipment	03/05/2021	16" MacBook Pro
Computer Equipment	03/05/2021	16" MacBook Pro
Computer Equipment	03/05/2021	Two (2) 16" MacBook Pro
Computer Equipment	03/05/2021	Two (2) 16" MacBook Pro
Computer Equipment	03/06/2021	AppleCare+
Computer Equipment	03/06/2021	AppleCare+
Computer Equipment	03/06/2021	AppleCare+
Computer Equipment	03/06/2021	Two (2) AppleCare+
Computer Equipment	03/06/2021	Two (2) AppleCare+
Computer Equipment	03/25/2021	16inch Macbook
Computer Equipment	05/13/2021	MBP 16" w/AppleCare
Computer Equipment	05/21/2021	MBP 16" w/AppleCare
Computer Equipment	05/24/2021	MacBook Pro 16" 2019 16 GB 512GB w/AppleCare+
Computer Equipment	05/25/2021	Apple MacBook Pro for Tyler Latham Resi Designer
Computer Equipment	05/26/2021	1x Macbooks Pro
Computer Equipment	05/27/2021	2x Macbooks Pro

91810896.23

SunCommon Depreciable Assets (con't)

Asset A/C# Description	Date Acq	Description
Computer Equipment	06/04/2021	Meraki MX84
Computer Equipment	06/09/2021	MacBook Pro + AppleCare+ x 2 units
Computer Equipment	06/21/2021	3 x MacBook Pro 13in w/ AppleCare
Computer Equipment	06/23/2021	2 x 13" MacBook Pro w/AppleCare+
Computer Equipment	06/23/2021	1 x 13" MacBook Pro with AppleCare+
Computer Equipment	06/24/2021	1 x 16" MacBook Pro with AppleCare+
Computer Equipment	07/14/2021	1 x MacBook Pro 13" w/ AppleCare+
Computer Equipment	09/01/2021	1 x 16" MacBook Pro w/AppleCare+
Computer Equipment	09/07/2021	1 x 13" MacBook Pro with AppleCare+
Computer Equipment	09/07/2021	Rack for Kingston Office
Computer Equipment	09/20/2021	1 x 16" MacBook Pro w/ AppleCare+
Computer Equipment	09/21/2021	1 x 13" MacBook Pro with AppleCare+
Computer Equipment	09/29/2021	1 x 13" MacBook Pro with AppleCare+
Computer Equipment	09/29/2021	1 x 13" MacBook Pro w/ AppleCare+
Computer Equipment	10/01/2021	3-13" MacBook PZro w/AppleCare+ for VT Office
Computer Equipment	10/01/2021	2- 13" MacBook PZro w/AppleCare+ for
Computer Equipment	11/03/2021	1 -16" MacBook Pro base model & 1 -16" MacBook Pro MAX model, both w/AppleCare+
Computer Equipment	01/17/2022	1 x 16" MacBook Pro with 32GB unified memory (RAM) and 512GB SSD storage (ROM) w/ AppleCare+
Computer Equipment	01/18/2022	1 x 16" MacBook Pro base model w/ AppleCare+
Computer Equipment	01/31/2022	3x 515 Aruba Access Points - Kingston Office
Computer Equipment	02/18/2022	Hardware and installation, VT
Computer Equipment	02/18/2022	Hardware and installation, NY
Computer Equipment	02/21/2022	1 x 13" MacBook Pro w/ AppleCare+
Computer Equipment	02/23/2022	Google Meet Hardware and License
Computer Equipment	03/01/2022	One - 13" MacBook Pro w/ Apple Care+
Computer Equipment	03/04/2022	One - 13" MacBook Pro w/ Apple Care+
Computer Equipment	03/18/2022	Cameras for VT Security System
Computer Equipment	04/28/2022	One 13" MacBook Pro w/ AppleCare+
Computer Equipment	05/03/2022	One 13" MacBook Pro w/ AppleCare+
Computer Equipment	05/13/2022	One 14" MacBook Pro w/ AppleCare+
Computer Equipment	05/23/2022	Kingston Installation: AVA Surveillance System Upgrade
Computer Equipment	05/23/2022	Kingston Cameras
Computer Equipment	10/04/2022	14" MacBook Pro M1 Max chip
Computer Equipment	11/21/2022	5x Computers
Computer Equipment	11/22/2022	applecare
Computer Equipment	12/02/2022	3x Computers
Computer Equipment	12/12/2022	16in Macbook Pro
Computer Equipment	04/26/2023	4 MacBook Pros
Computer Equipment	05/15/2023	3X MACBOOKS PRO
Computer Equipment	05/30/2023	2 Macbook Pros
Grand totals: 15400 (207 assets)		
Grand totals for all assets: (530 assets)		

~~Other~~ 5. Vehicle Assets

Loan Info	Acct	Vin	Balance
Citizens 13622	27330	x9117	\$2,484
Ally #65341	27340	x4292	12,807
Ally #65111	27350	x3401	9,582
Ally #69223	27360	x9130	5,693
Ally #04931	27370	x8369	3,326
Ford F-150 \$805.01	27382	x8145	33,562
Ford F-150 \$801.36	27383	x6916	33,399
2023 Ford F-150 Truck \$1,360.34	27384	x9262	35,369
2023 Ford F-150 Truck \$1,367.67	27385	x7149	35,559
2013 Ford F-150 Truck \$1,642.86	27386	x3573	19,539
2023 Ford F-250 Truck \$1,140.55	27389	x7048	47,401
2023 Ford F-250 Truck \$1,113.15	27388	x5707	46,976
2023 Ford F-150 Truck \$820.52	27387	x0227	37,762
2024 Ford \$1,447.47	27391	x1852	47,401
Liberty Vehicle 1		x9262	32,647
Liberty Vehicle 2		x7149	32,823
Total			\$436,331

Year	Make/Model	Vehicle/Trailer Type	VIN #
2019	Dodge Ram 1500	Pickup	1CGRR7FT8KS673401
2018	Chevy 1500	Pickup	1GCVKPEC2JZ267813
2019	DODGE RAM	Pickup	1CGRR7FG5KS519117
2015	GMC 1500	Pickup	3GTU2VEC3FG190571
2015	GMC 1500	Pickup	1GTN2TECH3FZ263765
2013	Chevy 3500 Stakebody	Stake Body	1GB3CZCG2DF177352
2021	DODGE RAM 1500	Pickup	1C6SRF FTX MN747687
2021	Dodge Ram 1500	Pickup	1C6RRFBG9MN734940
2015	FORD TRANS	Van	NMOLS7E77F1218894
2018	TOYOTA TACOMA	Pickup	5TF SX5ENXJX061421
2020	DODGE RAM 2500 Crew	Pickup	3C6UR5CJ1LG208369
2019	Dodge Ram 1500-Limited	Pickup	1C6SRF PT3KP682824
2018	Tesla Model 3	Sedan	5YJ3E1EB6JF151507
2008	International Bucket Truck	Truck	1HTWBAAN78J578304
2012	Ford E250 Van	Van	1FTNE2EL6CDA17386
2014	Ford E250 Van	Van	1FTNE2EW8EDA01882
2014	Ford E250 Van	Van	1FTNE2EW7EDA13862
2014	Ford E250 Van	Van	1FTNE2EW9EDA30274
2015	Ford Transit 250	Van	1FTNR1ZM3FKA34888
2015	Ford F-150	Pickup	1FTFX1EG1FKE07081
2018	Ford Transit 250	Van	1FTYR1YMXJKB38415
2021	Ford T-250 Van	Van	1FTBR1Y85MKA86818
2022	Ford T-250 Van	Van	1FTBR1Y80NKA15253
2023	Ford F-150	Pickup	1FTFX1E56PFB49262
2023	Ford F-150	Pickup	1FTFX1E55PFB37149
2024	Ford F-150	Pickup	1FTEX1EP6PKF91852
2014	Chevy C3500 DES	Pickup	1GC3KZC8XEF159142
2019	Dodge Ram 1500	Shop	1C6RR7FGXKS612697
2017	Chevy Silverado	Pickup	3GCUKREC1HG220161
2021	DODGE RAM	Pickup	3C6JR7DG7MG521333
2019	Dodge Ram Promaster	Van	ZFBHRFAB8K6N69130
2014	CHEVY 3500	Pickup	1GB3CZCG2DF177352
1990	Daihatsu Mini Truck	Off-Road Utility Vehicle	S83P-009272
1992	Nissan Vanette Mini Truck	Off-Road Utility Vehicle	FJNC22-001553
	Suzuki Scarry Mini Truck	Off-Road Utility Vehicle	
	Suzuki Scarry Mini Truck	Off-Road Utility Vehicle	
	Suzuki Mini Truck	Off-Road Utility Vehicle	
2021	TOYOTA TACOMA	Pickup	3TY5X5EN8MT009056
2021	TOYOTA TACOMA	Pickup	3TYCZ5AN8MT050937
2023	FORD F-250	Pickup	1FTBF2BA3PEC75707

Schedule 1.1(b)- Seller's Obligations

1. Any and all claims and liabilities, whether asserted or incurred but not reported (IBNR), against Sellers pursuant to that certain captive insurance policy by and between Sellers and Navigator Casualty, Ltd., as of the date of Closing.
2. Any and all contractual warranties provided by Sellers to customers in connection with completed projects, and obligations of the Sellers arising thereunder.

Schedule 1.1(c)- Assumed Indebtedness

1. Tranche 4 DIP Obligations
2. Any and all claims, liabilities and obligations relating to Project Debt, not to exceed the amount identified herein, owed to the below Projects Lender that is the subject of a fully executed Novation Agreement by and between Sellers, Purchaser and the applicable Project Lender as follows:
 - NBT Bank, N.A. in an amount not to exceed \$975,000. Details below
 - Loan X7687 – Gervais Solar Assets
 - Loan X7695 – Case St. Solar Assets
 - Loan X7709 – Newfane Solar Assets
 - Vermont Community Loan Fund, Inc. pursuant to certain assets related to Sun CSA 36, LLC, in an amount not to exceed \$~~85~~125,000.
 - Vermont Economic Development Authority pursuant to certain assets related to Sun CSA 36, LLC in an amount not to exceed \$~~125~~85,000.
3. Any and all claims, liabilities and obligations relating to that indebtedness secured by certain vehicles but solely to the extent that such vehicles are Acquired Assets ~~as of the Closing~~, as follows:
 - Indebtedness owed to NBT Bank, N.A. relating to Loan X8506 and secured by the following vehicles:
 - 2021 Ram VIN#7687
 - ~~2021 Tesla S Vin#9833~~
 - 2021 Ram Vin#1333
 - 2021 Ram Vin#4940
 - Toyota Tacoma Vin#A142
 - Indebtedness owed to Citizens Bank, N.A. and secured by the following vehicles:
 - 2019 Dodge RAM 1500 Quad (VIN # ending in 12697)

• ~~Vehicles pertaining to~~ Indebtedness owed on the following additional ~~auto loans:~~

Loan Info	Acct	Vin	Balance
Citizens 13622	27330	x9117	\$2,484
Ally #65341	27340	x4292	12,807
Ally #65111	27350	x3401	9,582
Ally #69223	27360	x9130	5,693
Ally #04931	27370	x8369	3,326
Ford F-150 \$805.01	27382	x8145	33,562
Ford F-150 \$801.36	27383	x6916	33,399
2023 Ford F-150 Truck \$1,360.34	27384	x9262	35,369
2023 Ford F-150 Truck \$1,367.67	27385	x7149	35,559
2013 Ford F-150 Truck \$1,642.86	27386	x3573	19,539
2023 Ford F-250 Truck \$1,140.55	27389	x7048	47,401
2023 Ford F-250 Truck \$1,113.15	27388	x5707	46,976
2023 Ford F-150 Truck \$820.52	27387	x0227	37,762
2024 Ford \$1,447.47	27391	x1852	47,401
Liberty Vehicle 1		x9262	32,647
Liberty Vehicle 2		x7149	32,823
Total			\$436,331

vehicles:

Year	Make/Model	Vehicle/Trailer Type	VIN #	Balance
2019	Dodge Ram 1500	Pickup	1CGRR7FT8KS673401	\$9,852.00
2019	DODGE RAM	Pickup	1CGRR7FG5KS519117	\$2,484.00
2020	DODGE RAM 2500 Crew	Pickup	3C6UR5CJ1LG208369	\$3,326.00
2023	Ford F-150	Pickup	1FTFX1E56PFB49262	\$32,647.92
2023	Ford F-150	Pickup	1FTFX1E55PFB37149	\$32,823.96
2024	Ford F-150	Pickup	1FTEX1EP6PKF91852	\$48,060.27
2019	Dodge Ram 1500	Shop	1C6RR7FGXKS612697	\$3,301.17
2019	Dodge Ram Promaster	Van	ZFBHRFAB8K6N69130	\$5,700.00
2023	FORD F-250	Pickup	1FTBF2BA3PEC75707	\$47,401.00

Schedule 1.1(d)- Sellers' Permits

1. Liberty Electric, Inc., MA Registered Electrical Business License No: 3388 A1
2. Liberty Electric Inc. NH #5820
3. Sales tax numbers in all states for all entities
4. All Permits identified on Schedule 1.1(a) under the heading "Owned Solar Asset"

Schedule 4.6 – Cure Payments

1. All Cure Payments for Assumed Contracts ~~to be~~ set forth on the “Assumption ~~Notice~~” ~~to be~~ Notices” filed by Sellers, Docket Nos. 186, 226, 230, 321,

Schedule 4.8 - Intellectual Property Used by Third Parties

None.

Schedule 4.9 – Tax Matters

1. As part of iSun, Inc.’s (“iSun”) acquisition of SolarCommunities, Inc. (“SunCommon”) in September 2021, approximately \$1.14 million worth of iSun’s stock was issued to 173 employees of SunCommon during the fiscal year 2022. iSun agreed to pay the employees’ tax liability resulting from the stock issuance (the “Stock Tax Liability”). As of the date of this Agreement, the Stock Tax Liability has not been paid.

Schedule 4.10- Labor Matters

- ~~1.~~2.IBEW Local Union 567 – Mechanics’ lien for delinquent benefits – Notice of Mechanics’ Lien Recorded in the Aroostook County (South) Registry of Deeds.
- ~~2.~~3.IBEW Local 300 – Union Benefit funds settlement payments.
- ~~3.~~4.United States Department of Labor audit of 401(k) Retirement Plan

Schedule 4.11- Environmental Matters

None.

Schedule 4.12 – Pending Litigation/Proceedings

1. The following demand letters:

Date	Adverse Party	Opposing Counsel	iSun Entity	Subject/Notes
2/15/2024	Interactive Maintenance Services, Inc. d/b/a IMS	Daly & Daly, P.C.; Matthew T. Daly	iSun Energy LLC	Notice of Default and Past Due Amount
2/16/2024	Madison Energy Holdings, LLC	Kenney & Sams; J. Nathan Cole	iSun Energy LLC	Demand for Return of MIPA Execution Payment
3/1/2024	Power Engineers LLC	Beveridge & Diamond; C. Dylan Sanders	iSun, Inc.	Final Demand for Payment
3/5/2024	Ken Allen Company, LLC	Swanson Law, P.A.; Adam P. Swanson	iSun Industrial, LLC	Demand for Payment
3/6/2024	Endeavor Business Media	McCarthy, Burgess & Wolff; Malinda Wilkins	iSun Utility, LLC	Demand for Proof of Payment
4/3/2024	IBEW Local 567	Creswell Law; Randy J. Creswell	Peck Electric Co.	Notice of Mechanics Lien against Peck Electric, Portland, ME
4/3/2024	IBEW Local 300 (Union Benefit Funds)	Krakow, Souris & Landry, LLC; Carey D. Shockey	iSun, Inc./Peck Electric Co.	Settlement Agreement executed 4/19/2024
4/4/2024	Interactive Maintenance Services, Inc. d/b/a IMS	Daly & Daly, P.C.; Matthew T. Daly	iSun Energy LLC	Follow-up Notice; Response required by 4/15/24
4/9/2024	CH Robinson Worldwide, Inc.	Corporate Counsel, PA; Timothy W. Fafinski	iSun, Inc.	Proposed Payment Plan
4/29/2024	Robert Zulkoski	Sanford Heisler Sharp, LLP; H. Vincent McKnight, Jr.	iSun, Inc.	Whistleblower Action
5/9/2024	Decathlon Growth Credit, LLC	Fredrikson & Byron, P.A.; Clinton E. Cutler	iSun, Inc.; Hudson Solar Service, LLC; Hudson Valley Clean Energy, Inc.; iSun Corporate, LLC; iSun Energy LLC; iSun Industrial, LLC; iSun Residential, Inc.; iSun Utility, LLC; Liberty Electric, Inc.; Peck Electric Co.; SolarCommunities, Inc.; Sun CSA 36, LLC	Notice of Default, Acceleration, and Demand for Payment
5/21/2024	LEAF	LEAF, Senior Collector Denise Briscoe	The Peck Company	Demand to The Peck Company re Contract Number 100-5376641-001

2. The following pending litigation:

ALPHA ENGINEERING SERVICES, PA d/b/a ALPHA**ENVIRONEMNTALENVIRONMENTAL v. iSUNiSun Corporate, LLC**

State of North Carolina

Docket No. 24-CV-069

Notice of Automatic Stay and Bankruptcy Filing filed 06/05/2024**BEACON SALES ACQUISITION, INC. dba BEACON BUILDING PRODUCTS v. Peck Electric Co. and Jeffrey Peck**State of VermontDocket No. 24-CV-02441Suggestion of Bankruptcy filed 7/25/2024Dismissal without Prejudice granted 8/5/2024**GREEN MOUNTAIN ELECTRIC SUPPLY v. THE UNIVERSITY OF VERMONT;****iSUNiSun Industrial, LLC**

State of Vermont

Docket No. 24-CV-02030

~~LACKVIEW~~ Suggestion of Bankruptcy filed 7/18/2024
Dismissal without Prejudice granted 7/23/2024

KEN ALLEN COMPANY, LLC v. iSun Industrial, LLC
State of Maine
Docket No. PREDC-SC-2024-0021
Dismissal without Prejudice granted 7/31/2024

LAKEVIEW **LOAN SERVICING LCC v. Hudson Valley Clean Energy, Inc. d/b/a SunCommon**
State of ~~Vermont~~ New York
Docket No. 2023-54677
Hudson Valley Clean Energy, Inc. d/b/a SunCommon is judgment creditor against property owners in foreclosure action

MADISON ENERGY HOLDINGS, LLC v. iSun Energy LLC
State of Vermont
Docket No. 24-CV-01941
Notice of Bankruptcy filed 6/29/2024
Dismissal without Prejudice granted 7/3/2024

PECK INVESTMENT PROPERTIES, LLC v. iSun Industrial, LLC
State of Maine
Docket No. CARSC-RE-2024
Suggestion of Bankruptcy filed 6/12/2024

SASSOON PERESS and RENEWZ SUSTAINABLE SOLUTIONS, INC. v. iSun, Inc.
US District Court – District of Vermont
Docket No. 2:22-CV-00018
Dismissal with Prejudice granted 3/13/2023

SASSOON PERESS and RENEWZ SUSTAINABLE SOLUTIONS, INC. v. iSun Inc.
State of Vermont
Docket No: 23-CV-03701
Suggestion of Bankruptcy filed 7/18/2024
Dismissal without Prejudice granted 7/29/2024

DUANE PETERSON, JAMES MOORE, and JEFFREY IRISH, solely in their capacity as the Shareholder Representative Group v. iSUNiSun, Inc.
State of Vermont
Docket No. 24-CV-00565

Suggestion of Bankruptcy filed 6/28/2024
Dismissal without Prejudice granted 6/28/2024

RUSTY RENDON v ~~iSUN~~iSun, Inc.
Superior Court of California
Case ~~Number~~No. 22STCV13102
Dismissal without Prejudice granted 11/8/2022

~~**SALOON PERESS and RENEWZ SUSTAINABLE SOLUTIONS, INC. v. iSUN, Inc.**~~
~~US District Court~~
~~Docket No. 2:22-cv-00018~~
~~Stipulation of Dismissal with Prejudice filed 3/13/2023~~

~~**SASSOON PERESS and RENEWZ SUSTAINABLE SOLUTIONS, INC. v. iSUN inc.**~~
~~State of Vermont~~
~~Docket No. 23-CF-03701~~

~~**MADISON ENERGY HOLDINGS, LLC v. iSUN Energy LLC**~~
~~State of Vermont~~
~~Docket No. 24-CV-01941~~

ROBERT ~~ZULKOWSKI~~ZULKOSKI, ANDY CHILDS, and MELISSA OBEGI v.
~~iSUN~~iSun, Inc., Andy Matthy, Stewart Martin, and Claudia Meer
State of Vermont
Docket No. 24-CV-02097

Suggestion of Bankruptcy filed 6/12/2024
Dismissal without Prejudice granted 6/24/2024

EXHIBIT A- Bill of Sale

EXHIBIT B- Assumption and Assignment Agreement

EXHIBIT C- Bid Procedures Order