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 and 179

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

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") (i) authorizing and approving the Bid Procedures attached hereto as Exhibit 1 (the "Bid Procedures") in connection with the sale (the "Sale") of substantially all of the Debtors' assets (the "Assets"), (ii) scheduling an auction and hearing to consider the Sale of the Assets, (iii) approving the form and manner of notice thereof, (iv) authorizing the Debtors to enter into the Stalking Horse Agreement (as defined below), (v) approving procedures for the assumption and assignment of executory contracts and unexpired

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"); (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 as defined terms herein but not otherwise defined shall have the meanings ascribed to them in the Motion or the Bid Procedures, as applicable. In the event there is a conflict between this Order and the Motion, this Order shall control and govern.

leases in connection with the Sale (collectively, the "Assumed Contracts"), and (vi) granting related relief, all as more fully set forth in the Motion; and upon the Declaration of Richard NeJame of England Securities, LLC [D.I. 151], the First Day Declaration [D.I. 4], and other testimony and evidence submitted by the Debtors in support of the Motion; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined the legal and factual bases set forth in the Motion and at the Hearing establish good and sufficient cause for the relief granted in this Order, it is hereby:

FOUND THAT:

A. 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.

B. 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.

C. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). The Debtors have confirmed their consent, pursuant to Local Rule 9013-1(f), to the entry of a final order by this Court in connection with the Motion, to the extent it is later determined this Court, absent the consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

D. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

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E. The bases for the relief requested in the Motion are Sections 105, 363, 365, 503, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, and 9014, and Local Rules 2002-1, 6004-1, and 9013-1(m).

F. Notice of the Motion has been given to (a) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"); (b) the United States Attorney for the District of Delaware; (c) the Internal Revenue Service; (d) the offices of the attorneys general for the states in which the Debtors were formed or operate; (e) counsel to the Committee; (f) counsel to the Stalking Horse Bidder; (g) counsel to the DIP Lender; (h) counsel to the Prepetition Secured Lender; (i) the offices of the attorneys general for the states in which the Debtors operate; (j) all parties known by the Debtors to assert a lien on any of the Assets; and (j) all parties entitled to notice pursuant to Local Rules 2002-1(b).

G. Notice of the Motion, including the relief sought therein, and the Hearing was good and sufficient under the circumstances, and such notice complied with all applicable requirements under the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and no other or further notice need be provided. A reasonable opportunity to object or be heard regarding the relief provided in this Order has been afforded to all parties in interest.

H. The Debtors have articulated good and sufficient reasons for this Court to (i) approve the Bid Procedures, (ii) schedule the bid deadlines and the Auction and the Sale Hearing, (iii) approve the form and manner of notice of the Auction and Sale Hearing, (iv) approve procedures for the assumption and assignment of the Assumed Contracts, including notice of the proposed cure amounts, and (v) authorize the Debtors to enter into a Stalking Horse Agreement, in the exercise of the Debtors' reasonable business judgment. The entry of this Order is in the best interests of the Debtors, their estates, creditors, and other parties in interest.

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I. The Bid Procedures attached hereto as Exhibit 1 are reasonable, appropriate and were negotiated at arm's length, in good faith, and without collusion. The Bid Procedures are reasonably designed to attract value-maximizing proposals beneficial to the Debtors, their estates, their creditors, and other parties in interest. The Bid Procedures comply with the requirements of Local Rule 6004-1(c).

J. The Debtors have demonstrated sound business justifications for entry into that certain Amended and Restated Asset Purchase Agreement, dated July 9, 2024, a copy of which is attached hereto as Exhibit 5 (the "Stalking Horse Agreement"), by and among the Debtors and the Stalking Horse Bidder, which represents the highest or otherwise best binding offer the Debtors have received to date as a result of their efforts to market the Assets for sale.

K. The Debtors have articulated good and sufficient business reasons for the Court to approve the Breakup Fee and Expense Reimbursement (each as defined in the Stalking Horse Agreement, and together, the "Bid Protections") and to authorize the Debtors to pay any and all amounts owing to the Stalking Horse Bidder, including the Bid Protections, without further action or order by the Court, in accordance with the terms and conditions of the Stalking Horse Agreement and this Order. The Bid Protections set forth in Section 9.2 of the Stalking Horse Agreement to be paid under the circumstances described herein and in accordance with the Stalking Horse Agreement are: (1) actual and necessary costs of preserving the Debtors' estates within the meaning of section 503(b) of the Bankruptcy Code; (2) commensurate to the real and substantial benefits conferred upon the Debtors' estates by the Stalking Horse Agreement; (3) reasonable and appropriate in light of the size and nature of the proposed Sale and comparable transactions, the commitments and accommodations of the Stalking Horse Bidder that have been made for the benefit of the Debtors' estates, and the efforts that have been and will be expended by the Stalking Horse Bidder; and (4) a condition to and necessary to induce the Stalking Horse Bidder to continue to pursue the Sale and to continue to be bound by the Stalking Horse Agreement.

L. Moreover, the Bid Protections are an essential inducement and condition of the Stalking Horse Bidder's entry into, and continuing obligations under, the Stalking Horse Agreement. Absent approval of the Bid Protections, the Stalking Horse Bidder is unwilling to remain obligated to consummate the Sale or otherwise be bound under the Stalking Horse Agreement (including the obligation to maintain its committed offer while such offer is subject to higher or otherwise better offers as contemplated by the Bidding Procedures). The Bid Protections induced the Stalking Horse Bidder to submit a bid that will serve as a minimum, or floor, bid in the Sale on which the Debtors, their creditors, and other bidders can rely, and which encourages and facilitates the Auction process with respect to the Sale. The Stalking Horse Bidder has thus provided a material benefit to the Debtors and their creditors by increasing the likelihood that the best possible purchase price for the Sale will be realized. Accordingly, the Bid Protections are reasonable and appropriate and represent the best method for maximizing value for the benefit of the Debtors' estates.

M. The Debtors' performance of certain pre-closing obligations contained in the Stalking Horse Agreement represents a reasonable exercise of the Debtors' sound business judgment.

N. The Sale Notice, substantially in the form attached hereto as <u>Exhibit 2</u> (the "<u>Sale Notice</u>"), regarding the Sale of the Assets by Auction and Sale Hearing and the manner of distribution thereof required hereby, is reasonably calculated to provide interested parties with timely and proper notice of the proposed Sale, including, without limitation: (i) the date, time, and place of the Auction (if one is held), (ii) the Bid Procedures and certain dates and deadlines related thereto, (iii) the deadline for filing objections to the Sale and entry of the Sale Order, and the date, time, and place of the Sale Hearing, (iv) reasonably specific identification of the Assets for Sale, (v) instructions for promptly obtaining a copy of the Stalking Horse Agreement, (vi) a description of the Sale as being free and clear of all liens, claims, interests, and other encumbrances, with all such liens, claims, interests, and other encumbrances attaching with the same validity and priority to the sale proceeds, (vii) the commitment by the Stalking Horse Bidder to assume certain assumed liabilities, debt and obligations disclosed in the Stalking Horse Agreement, and (viii) notice of the proposed assumption and assignment of Assumed Contracts to the Stalking Horse Bidder (or such other Assumed Contracts to another Successful Bidder arising from the Auction, if any) and the rights, procedures, and deadlines for objecting thereto. No other or further notice of the Sale shall be required.

O. The Motion, the Sale Notice, the Assumption Notice, this Order, and the Assumption Procedures (as defined below) set forth herein are appropriate and reasonably calculated to provide any Assumed Contract Counterparties with proper notice of the intended assumption and assignment of their Assumed Contracts, the procedures in connection therewith, and any cure amounts relating thereto.

P. Neither the filing of the Motion, entry of this Order, the solicitation of bids or the conducting of the Auction in accordance with the Bid Procedures nor any other actions taken by the Debtors in accordance therewith shall constitute a Sale of the Assets, which Sale will only take place, if at all, following the Sale Hearing.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.

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2. All objections, statements, and reservations of rights with respect to the relief set forth herein that have not been withdrawn, waived, or settled, as announced to the Court at the Hearing on the Motion, by stipulation filed with the Court, or expressly set forth herein are overruled

A. The Bid Procedures

3. The Bid Procedures, attached hereto as Exhibit 1, shall govern the submission, receipt, and analysis of all bids relating to the proposed Sale and any party desiring to submit a higher or better offer for the Assets must comply with the terms of the Bid Procedures and this Order. The Bid Procedures shall also govern the terms on which the Debtors will proceed with the Auction and/or Sale pursuant to the Stalking Horse Agreement.

4. The Stalking Horse Bidder shall be deemed a Qualified Bidder pursuant to the Bid Procedures for all purposes.

5. The following dates and deadlines regarding competitive bidding are hereby established (subject to modification in accordance with the Bid Procedures):

Event	Date
Contract Assumption Notice Deadline	July 9, 2024
Assumed Contract Objection Deadline	Objections to (i) the potential assumption and assignment of any contract to the Stalking Horse Bidder, including the ability of the Stalking Horse Bidder to provide adequate assurance of future performance and (ii) the proposed cure amount to be paid in connection with the assumption and assignment of any contract shall be filed and served no later than July 23, 2024 at 4:00 p.m. (prevailing Eastern Time) (the "Assumed Contract Objection Deadline"); *provided* that, to the extent any Assumed Contract Counterparty is added to the Assumption Notice after the initial notice is served, such new Assumed Contract Counterparty shall have ten (10) days from the date of service of the Supplemental Assumption Notice to object to the propose cure amount and assignment to the Successful Bidder.

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Bid Deadline	July 22, 2024 at 4:00 p.m. (prevailing Eastern Time).
Auction	July 24, 2024 at 10:00 a.m. (prevailing Eastern Time).
Sale Objection Deadline	July 23, 2024 at 4:00 p.m. (prevailing Eastern Time), *provided* that the Committee, the Prepetition Secured Lender and the Stalking Horse shall have until 11:59 pm (prevailing Eastern Time), on the day after the Auction concludes or is cancelled to file any Sale Objection
Post-Auction Notice Deadline	As soon as reasonably practicable after closing the Auction, if any, and in any event not less than 24 hours after closing the Auction, the Debtors shall file and serve a notice identifying the Successful Bidder and Back-Up Bidder.
Post-Auction Objection Deadline	July 25, 2024 at 4:00 p.m. (prevailing Eastern Time)
Sale Hearing	July 30, 2024 at 2:00 p.m.

B. Entry into Stalking Horse Agreement

6. The Debtors' entry into the Stalking Horse Agreement is hereby approved; *provided* that for the avoidance of doubt, approval and consummation of the transactions contemplated by the Stalking Horse Agreement shall be subject to the terms and conditions herein and the entry of an order approving the Sale of the Assets and the satisfaction or waiver of the other conditions to closing on the terms set forth in the Stalking Horse Agreement.

7. The Bid Protections are hereby approved and are afforded administrative expense status pursuant to Section 503(b) of the Bankruptcy Code. If the Bid Protections become payable as a result of an Alternate Proposal, the Bid Protections shall be paid at the closing of the Alternate Proposal as a condition to, and from the proceeds of, such Alternate Proposal.

8. To the extent that any order in these cases (including any order confirming a chapter 11 plan) or any order entered after any conversion of these cases to cases under chapter 7 of the Bankruptcy Code alters, conflicts with, or derogates from the provisions of this Bidding

Procedures Order concerning the Bid Protections, the provisions of this Order concerning the Bid Protections shall control. The Debtors' obligations under this Order and the portions of the Stalking Horse Agreement pertaining to Bid Protections shall survive termination of the Stalking Horse Agreement and confirmation of any plan of reorganization and discharge of claims thereunder and shall be binding upon the Debtors, and the reorganized or reconstituted Debtors, as the case may be after the effective date of a confirmed plan or plans in the Debtors' cases, and any trustee appointed after any conversion of these cases to cases under chapter 7 of the Bankruptcy Code.

C. The Auction

9. As further described in the Bid Procedures, if a Qualified Bid, other than the Stalking Horse Agreement, is received by the Bid Deadline, the Debtors will conduct the Auction at **10:00 a.m. (prevailing Eastern Time) on July 24, 2024,** or such later time on such day or other place as the Debtors shall notify all Qualified Bidders who have submitted Qualified Bids. The Debtors are authorized, subject to the terms of this Order and the Bid Procedures, to take actions reasonably necessary to conduct and implement the Auction.

10. If the Debtors do not receive a Qualified Bid (other than the Stalking Horse Agreement): (i) the Debtors shall cancel the Auction, (ii) the Stalking Horse Agreement shall be deemed the Successful Bid for the Assets, and (iii) the Debtors shall seek approval of the Stalking Horse Agreement as the Successful Bid at the Sale Hearing.

11. Only Qualified Bidders (including, for the avoidance of doubt, the Stalking Horse Bidder) shall be entitled to make any Bids at the Auction.

12. The Debtors and their professionals shall direct and preside over the Auction and the Auction shall be transcribed or videotaped.

13. Each Qualified Bidder (including, for the avoidance of doubt, the Stalking Horse Bidder) participating in the Auction will be required to confirm on the record at the Auction (a) it has not engaged in any collusion with respect to the Sale or bidding (including it has no agreement with any other Bidder or Qualified Bidder to control the price) and (b) its Qualified Bid is the good-faith *bona fide* offer and it intends to consummate the proposed transaction if selected as the Successful Bidder.

14. The Stalking Horse Bidder shall be deemed to be a Qualified Bidder and is not required to make any Deposit. To the fullest extent permissible under Section 363(k) of the Bankruptcy Code and the DIP Orders,[3] the Stalking Horse Bidder may credit bid, in its sole and absolute discretion, any of the DIP Obligations (as defined in the DIP Orders).

15. In the event of a competing Qualified Bid, all Qualified Bidders shall be entitled, but not obligated, to submit Overbids.

16. Absent further order of this Court, any Potential Bidder shall be precluded from submitting any further bids if such Potential Bidder fails to deliver a Qualified Bid by the Bid Deadline. Subject to the Debtors' selection of the Successful Bidder at the Auction (in consultation with the Committee and the Prepetition Secured Lender), if an Auction occurs, upon the closing of the Auction, absent further order of this Court, all non-Successful Bidders shall be precluded from submitting any further bids and shall not have any further access to due diligence information, the members of the Debtors' management team, or the Debtors' employees.

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[3] "DIP Orders" means that certain *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Granting Security Interests and Superpriority Administrative Expense Status, (III) Granting Adequate Protection to Certain Prepetition Secured Credit Parties, (IV) Modifying The Automatic Stay, (V) Authorizing the Debtors to Enter into Agreements With Clean Royalties, LLC, (VI) Authorizing Use of Cash Collateral, (VII) Scheduling A Final Hearing, And (VIII) Granting Related Relief* [Docket No. 49] and any further order with respect to such relief.

17. The Debtors may, in consultation with the Committee and the Prepetition Secured Lender: (i) determine which Qualified Bid (including the Stalking Horse Agreement) is the highest or otherwise best offer; (ii) reject at any time before the entry of the Sale Order any Bid (other than the Stalking Horse Agreement) that, in the discretion of the Debtors, in consultation with the Committee and the Prepetition Secured Lender, is (a) inadequate or insufficient, (b) not in conformity with the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, or the Bid Procedures, or (c) contrary to the best interest of the Debtors, their estates, their creditors, interest holders, or other parties in interest; and (iii) at or before the conclusion of the Auction may impose such other terms and conditions upon Qualified Bidders (other than the Stalking Horse Bidder) as the Debtors reasonably determine, in consultation with the Committee and the Prepetition Secured Lender, to be in the best interest of the Debtors' estates.

18. No person or entity, other than the Stalking Horse Bidder, shall be entitled to any break-up fee, expense reimbursement, termination fee, or any other similar form of compensation, and, by submitting a Bid, such person or entity must disclaim any right to receive a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation in connection with the Auction and the Sale, whether by virtue of Bankruptcy Code § 503(b) or otherwise.

D. Assumption and Assignment Notices & Procedures

19. The procedures set forth below regarding the assumption and assignment of the executory contracts and unexpired leases proposed to be assumed by the Debtors pursuant to Section 365(b) of the Bankruptcy Code and assigned to the Stalking Horse Bidder (or other Successful Bidder, if any) pursuant to Section 365(f) of the Bankruptcy Code in connection with the Sale (the "Assumption Procedures") are hereby approved to the extent set forth herein. These Assumption Procedures shall govern the assumption and assignment of all of the Assumed

Contracts to be assumed and assigned in connection with the Sale, subject to the payments necessary to cure any defaults arising under any such Assumed Contracts.

20. On or prior to July 9, 2024, the Debtors shall serve on all non-Debtor Assumed Contract Counterparties to any Assumed Contract (the "Assumption Notice Parties") that may be assumed by the Debtors and assigned to the Stalking Horse Bidder or other Successful Bidder after the results of the Auction, which notice shall be substantially in the form attached hereto as Exhibit 3 (a "Assumption Notice"). The Assumption Notice shall inform each recipient of the timing and procedures relating to such assumption and assignment, and, to the extent applicable, (i) the title of the executory contract or unexpired lease, as applicable, (ii) the name of the counterparty to the executory contract or unexpired lease, as applicable, (iii) the Debtors' good faith estimate of the cure amount (if any) required in connection with the executory contract or unexpired lease, as applicable, (iv) the identity of the Stalking Horse Bidder (as assignee, if applicable), and (v) the Assumed Contract Objection Deadline and Post-Auction Objection Deadline (as defined below). The presence of an Assumed Contract on the Assumption Notice does not constitute an admission that such Assumed Contract is an executory contract or unexpired lease, and the presence of an Assumed Contract on any notice shall not prevent the Debtors from subsequently withdrawing such request for assumption or rejecting such Assumed Contract any time before such Assumed Contract is actually assumed and assigned pursuant to the Sale Order.

21. Although the Debtors have informed the Court that they intend to make a good faith effort to identify all Assumed Contracts that may be assumed and assigned in connection with a Sale, the Debtors may discover certain executory contracts and unexpired leases inadvertently omitted from the list of Assumed Contracts, or Successful Bidders may identify other executory contracts and/or unexpired leases that they desire to assume and assign in connection with the Sale.

Accordingly, the Debtors have the right, but only in accordance with the Stalking Horse Agreement, or as otherwise agreed to by the Debtors and the Successful Bidder, at any time after the service of the Assumption Notice and before the closing of a Sale, to (i) supplement the list of Assumed Contracts with previously omitted executory contracts or unexpired leases, (ii) remove Assumed Contracts from the list of executory contracts and unexpired leases ultimately selected as Assumed Contracts that a Successful Bidder proposes to be assumed and assigned to it in connection with a Sale, and/or (iii) modify the previously stated cure amount associated with any Assumed Contract. In the event the Debtors exercise any of these reserved rights, the Debtors will promptly serve a supplemental notice of contract assumption (a "Supplemental Assumption Notice") on each of the Assumed Contract Counterparties to such Assumed Contracts and their counsel of record, if any; provided, however, the Debtors may not add an executory contract to the list of Assumed Contracts that has been previously rejected by the Debtors by order of the Court. Each Supplemental Assumption Notice will include the same information with respect to listed Assumed Contracts as was included in the Assumption Notice.

22. To the extent any Assumed Contract Counterparty is added to the Assumption Notice after the initial notice is served, such new Assumed Contract Counterparty shall receive notice of the addition and the Debtors' proposed cure amount through service of a Supplemental Assumption Notice, and that party shall have ten (10) days from the date of such notice to object to the proposed cure amount and assignment to the Successful Bidder.

23. Objections, if any, to (i) the cure amount set forth on the Assumption Notice or (ii) the possible assignment of its executory contract or unexpired lease to the Stalking Horse Bidder, including the ability of the Stalking Horse Bidder to provide adequate assurance of future performance (each, an "Assumed Contract Objection") **must** (i) be in writing, (ii) comply with the

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applicable provisions of the Bankruptcy Rules and the Local Rules, and (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed cure amount, the correct cure amount alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof, and (iv) be filed with the Bankruptcy Court and served on the following parties so as to be actually received on or before July 23, 2024 **at 4:00 p.m. (prevailing Eastern Time)** (the "Assumed Contract Objection Deadline"): (a) counsel for the Debtors, Gellert Seitz Busenkell & Brown, LLC, 1201 N. Orange Street, Suite 300, Wilmington, DE 19801, Attn: Michael Busenkell (mbusenkell@gsbblaw.com); (b) counsel for the Stalking Horse Bidder and DIP Lender, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attn: Ryan M. Bartley (rbartley@ycst.com); (c) counsel to the Committee, Benesch Friedlander Coplan & Aronoff LLP, 1313 North Market Street, Suite 1201, Wilmington, DE 19801 6101, Attn: Jennifer Hoover (jhoover@beneschlaw.com), Kevin Capuzzi (kcapuzzi@beneschlaw.com) and Seward & Kissel LLP, One Battery Park Plaza, New York, NY 10004, Attn: Robert J. Gayda (gayda@sewkis.com), Catherine V. LoTempio (lotempio@sewkis.com); (d) counsel to the Prepetition Secured Lender, Klehr Harrison Harvey Branzburg LLP, 919 N. Market Street, Suite1000, Wilmington, Delaware 19801 (Attn: Richard M. Beck (rbeck@klehr.com)) and Fredrikson & Byron, P.A., South Sixth Street, Suite 1500, Minneapolis, MN 55402 (Attn: James C. Brand, jbrand@fredlaw.com); (e) and the U.S. Trustee, J. Caleb Boggs Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Timothy J. Fox (timothy.fox@usdoj.gov) (the "Objection Notice Parties").

24. If a Successful Bidder that is not the Stalking Horse Bidder prevails at the Auction, then the deadline to object (a "Post-Auction Objection") solely to (i) the identity of a Successful Bidder or (ii) the ability of the Successful Bidder to provide adequate assurance of future

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performance under the Assumed Contract shall be **4:00 p.m. (prevailing Eastern Time) on July 25, 2024** [4] (the "Post-Auction Objection Deadline"), provided, however, that the deadline to object to the proposed cure amount shall not be so extended.

25. If an Assumed Contract Counterparty does not timely file and serve an Assumed Contract Objection by the Assumed Contract Objection Deadline or a Post-Auction Objection by the Post-Auction Objection Deadline, then that party shall be forever barred from objecting to (i) the Debtors' proposed cure amount, (ii) the assumption and assignment of that party's executory contract or unexpired lease (including the adequate assurance of future performance), (iii) the related relief requested in the Motion, and (iv) the Sale. Such party shall be forever barred and estopped from objecting to the cure amount, the assumption and assignment of that party's executory contract or unexpired lease (including the adequate assurance of future performance), the relief requested in the Motion, whether applicable law excuses such counterparty from accepting performance by, or rendering performance to, the Stalking Horse Bidder or the Successful Bidder, as applicable, for purposes of Section 365(c)(1) of the Bankruptcy Code and from asserting any additional cure or other amounts against the Debtors and the Stalking Horse Bidder or Successful Bidder, as applicable, with respect to such party's executory contract or unexpired lease.

26. Where an Assumed Contract Counterparty to an Assumed Contract timely files an (i) Assumed Contract Objection asserting a higher cure amount than the amount listed in the Assumption Notice or (ii) Assumed Contract Objection or Post-Auction Objection, as applicable, objecting to the possible assignment of that Assumed Contract Counterparty's executory contract

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[4] If the Auction is cancelled, the Debtors will promptly file a Notice of Successful Bidder identifying the Stalking Horse Bidder as the Successful Bidder.

or unexpired lease, and the parties are unable to consensually resolve the dispute, the amount (if any) to be paid under Section 365 of the Bankruptcy Code or, as the case may be, the Debtors' ability to assign the executory contract or unexpired lease to the Successful Bidder shall be determined at the Sale Hearing or such later date as fixed by the Court. To the extent an Assumed Contract Objection or Post-Auction Objection shall be pending as of the date of the closing of any Sale, the Assumed Contract subject to such objection shall not be deemed assumed and assigned, as between the Debtors and the Successful Bidder, as of the closing of the Sale until such time as (i) the amount (if any) to be paid under Section 365 of the Bankruptcy Code or (ii) the Debtors' ability to assign the Assumed Contract to the Successful Bidder is determined by the Court. Upon a determination by the Court (i) of the amount (if any) to be paid under Section 365 of the Bankruptcy Code with respect to any Assumed Contract, the Successful Bidder may elect to (a) pay such amount and have the Assumed Contract assigned to it or (b) remove such Assumed Contract as an Assumed Contract or (ii) that any Assumed Contract is nonassignable, such Assumed Contract shall be removed as an Assumed Contract. Any Assumed Contract subsequently removed as an Assumed Contract, either in accordance with the preceding sentence or pursuant to an agreement with the contract counterparty, shall no longer be deemed assumed and assigned to the Successful Bidder, as between the Successful Bidder and the Debtors, as of the date such Assumed Contract is removed as an Assumed Contract.

27. The payment of the applicable cure amount by the Debtors or Stalking Horse Bidder (or other Successful Bidder), as applicable, shall (i) effect a cure of all defaults existing thereunder and (ii) compensate for any actual pecuniary loss to such counterparty resulting from such default.

E. Notice of the Sale Process

28. The Sale Notice, the Assumption Notice, and the Publication in substantially the forms as annexed to this Order as Exhibit 2, Exhibit 3, and Exhibit 4 are hereby approved.

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29. Within two (2) calendar days after the entry of this Order, the Debtors (or their agent) shall serve the Sale Notice by first-class mail upon: (a) the U.S. Trustee; (b) counsel to the official committee of unsecured creditors; (c) counsel to the Stalking Horse Bidder; (d) counsel to the Prepetition Secured Lender; (e) all parties known by the Debtors to assert a lien on any of the Assets; (f) all entities reasonably known to have expressed an interest in a transaction with respect to any of the Assets during the past twelve (12) months; (g) the United States Attorney's Office for the District of Delaware; (h) the Internal Revenue Service; (i) all state and local taxing authorities where the Debtors are formed or operate or that otherwise have an interest in the Assets; (j) the offices of the attorneys general for the states in which the Debtors operate; (k) all other governmental agencies with an interest in the Sale and transactions proposed thereunder; (l) the office of the secretary of state in each state in which the Debtors operate or are organized; (m) all environmental authorities having jurisdiction over any of the Assets; (n) all other parties known or reasonably believed to have asserted an interest in the Assets; (o) the counterparties to the Assumed Contracts (the "Assumed Contract Counterparties"); (p) the Debtors' insurance carriers; (q) all known creditors of the Debtors; (r) all registered holders of equity interests in the Debtors; and (s) any party that has requested notice pursuant to Bankruptcy Rule 2002.

30. As soon as practicable after the entry of this Order, the Debtors shall publish the Publication Notice in *The Burlington Free Press* and *The New York Times (National Edition)*. In addition, as soon as reasonably practicable, but in no event later than one (1) business day after entry of this Order, the Debtors will also post the Sale Notice and this Order on the website maintained by the Debtors' claims and noticing agent, Epiq Corporate Restructuring LCC, located at https://dm.epiq11.com/case/isun/info. Such publication notice as set forth in the preceding two

sentences shall be deemed sufficient and proper notice of the Sale to any other interested parties whose identities are unknown to the Debtors.

F. The Sale Hearing

31. The Sale Hearing shall be held on July 30, 2024 **at 2:00 p.m. (prevailing Eastern Time)**.

32. The Debtors shall seek entry of an order of the Court at the Sale Hearing approving and authorizing the Sale of the Assets to the Stalking Horse Bidder or any such other party that is the Successful Bidder at the Auction. Upon entry of this Order, the Debtors are authorized to perform any obligation intended to be performed prior to the Sale Hearing or entry of the Sale Order with respect thereto. The Sale Hearing may be adjourned from time to time without further notice other than such announcement being made in open court or a notice of adjournment filed on the Court's docket.

G. Objections to the Sale

33. Objections, if any, to the relief requested in the Motion relating to the Sale (each, a "Sale Objection") must: (i) be in writing and specify the nature of such objection, (ii) comply with the Bankruptcy Rules and the Local Rules, (iii) be filed with the Court no later than **4:00 p.m. (prevailing Eastern Time) on July 23, 2024**; and (iv) be served upon the Objection Notice Parties; *provided* that, if the Successful Bidder that prevails at the Auction is not the Stalking Horse Bidder, the deadline to object solely to (i) the identity of a Successful Bidder or (ii) the ability of the Successful Bidder to provide adequate assurance of future performance under the Assumed Contract shall be the Post-Auction Objection Deadline. Notwithstanding the foregoing, the Committee, the Prepetition Secured Lender and the Stalking Horse shall have until 11:59 p.m. (prevailing Eastern Time) on the day after the Auction concludes or is cancelled to file any Sale Objection.

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34. A party's failure to timely file a Sale Objection in accordance with this Order shall forever bar the assertion, at the applicable Sale Hearing or otherwise, of any objection to the relief requested in the Motion, or to the consummation of the Sale and the performance of the related transactions, including the transfer of the Assets to the Successful Bidder, free and clear of all liens, claims, interests, and encumbrances pursuant to Section 363(f) of the Bankruptcy Code, and shall be deemed to be a "consent" for purposes of Section 363(f) of the Bankruptcy Code.

H. Other Relief Granted

35. Nothing in this Order, the Stalking Horse Agreement, or the Motion shall be deemed to or constitute the assumption or assignment of an executory contract or unexpired lease.

36. Nothing in this Order shall be deemed to: (a) limit Merchants National Bonding Company, Inc. and Great Midwest Insurance Company's (the "Sureties") subrogation rights, and/or the Sureties' rights as a beneficiary of any trusts granted or created under any indemnity agreements, 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 trusts granted or created under any indemnity agreements, pursuant to any statutory trusts, and/or the Sureties' subrogation rights; or (c) authorize the use or transfer of any "Cash", "Cash Collateral", "Cash Equivalents" or receivables that are not property of the Debtors' estate. All parties' rights to challenge any such rights or interests are expressly preserved.

37. The requirements of Bankruptcy Rules 6004(h) and 6006(d) are waived.

38. The Debtors are hereby authorized to conduct the Sale without the necessity of complying with any state or local bulk transfer laws or requirements.

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

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40. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry, notwithstanding any provision in the Bankruptcy Rules or the Local Rules to the contrary, and the Debtors may, in their discretion and without further delay, take any action and perform any act authorized under this Order.

41. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation or enforcement of this Order.

Thomas M. Horan

Dated: July 10th, 2024
Wilmington, Delaware

THOMAS M. HORAN
UNITED STATES BANKRUPTCY JUDGE

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Exhibit 1 to Bid Procedures Order

Bid Procedures

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: iSUN, Inc., *et al.*,[1] Debtors.	Chapter 11 Case No. 24- (____) (Jointly Administered) Re. D. I. ______

BID PROCEDURES

In the exercise of their good faith reasonable business judgment, the above-captioned debtors and debtors in possession (the "**Debtors**") have executed an Asset Purchase Agreement (the "**Stalking Horse Agreement**") with Clean Royalties, LLC or its assignee (the "**Stalking Horse Bidder**"), pursuant to which the Stalking Horse Bidder proposes to (i) purchase, acquire, and take assignment and delivery of the Purchased Assets (as defined in the Stalking Horse Agreement) and (ii) assume certain Assumed Indebtedness and Assumed Obligations (each as defined in the Stalking Horse Agreement). Under the Stalking Horse Agreement, the Stalking Horse Bidder is entitled to (i) a Breakup Fee equal to equal to $750,000 and (ii) an Expense Reimbursement of up to $250,000 (together, the "**Bid Protections**") if the Debtors consummate an Alternate Proposal, as provided for in Section 9.2(a) of the Stalking Horse Agreement. The Stalking Horse Bidder is also the DIP Lender.

On [■], 2024, the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") entered an order [Docket No. [■]] (the "**Bid Procedures Order")** approving, among other things, these bid procedures (the "**Bid Procedures**").

These Bid Procedures set forth the process by which the Debtors are authorized to conduct the auction (the "**Auction**") for the sale (the "**Sale**") of the Assets. Subject to the entry of the Sale Order (as defined below), the Sale may be implemented pursuant to the terms and conditions of the Stalking Horse Agreement, as the same may be amended pursuant to the terms thereof, subject to the receipt of higher or otherwise better Bids (as defined below) in accordance with these Bid Procedures. Pursuant to the Bid Procedures, the Debtors, in consultation with the Committee and

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"); (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.

the Prepetition Secured Lender, will determine the highest or otherwise best offer for the sale of substantially all of the Debtors' assets (the "**Assets**").

A. Important Dates

Event	Date
Assumed Contract Objection Deadline	Objections to (i) the potential assumption and assignment of any contract to the Stalking Horse Bidder including the ability of the Stalking Horse Bidder to provide adequate assurance of future performance and (ii) the proposed cure amount to be paid in connection with the assumption and assignment of any contract shall be filed and served no later than July 23, 2024, at 4:00 p.m. (prevailing Eastern Time) (the "**Assumed Contract Objection Deadline**"); *provided* that, to the extent any Assumed Contract Counterparty is added to the Assumption Notice after the initial notice is served, such new Assumed Contract Counterparty shall have ten (10) days from the date of service of a supplemental notice of contract assumption to object to the propose cure amount and assignment to the Successful Bidder.
Bid Deadline	July 22, 2024 at 4:00 p.m. (prevailing Eastern Time).
Auction	July 24, 2024 at 10:00 a.m. (prevailing Eastern Time).
Sale Objection Deadline	July 23, 2024 at 4:00 p.m. (prevailing Eastern Time), provided that the Committee, the Prepetition Secured Lender and the Stalking Horse shall have until 11:59 pm, on the day after the Auction concludes or is cancelled to file any Sale Objection.
Post-Auction Notice Deadline	As soon as reasonably practicable after closing the Auction, if any, and in any event not less than 24 hours after closing the Auction, the Debtors shall file and serve a notice identifying the Successful Bidder and Back-Up Bidder.
Post-Auction Objection Deadline	July 25, 2024 at 4:00 p.m. (prevailing Eastern Time).
Sale Hearing	July 30, 2024 at 2:00 p.m.
Closing Outside Date	August 9, 2024

B. Marketing Process

1. Contact Parties

The Debtors and their advisors have conducted and will continue to conduct an extensive marketing process. England Securities, LLC has a list of "Contact Parties" who will receive a copy of the "Information Package." The list of Contact Parties will encompass those parties whom the Debtors believe may be interested in pursuing a Sale, or whom the Debtors reasonably believe may have the financial resources to consummate such a transaction.

The Debtors may distribute to each Contact Party an "**Information Package**," which is comprised of: (a) a cover letter; (b) a copy of these Bid Procedures; and (c) a copy of the Stalking Horse Agreement.

2. Access to Diligence Materials

To receive due diligence information, including full access to the Debtors' electronic data room (the "**Data Room**") and to additional non-public information regarding the Debtors (collectively, the "**Diligence Materials**"), any party interested in submitting a bid, other than the Stalking Horse Bidder (each a "**Potential Bidder**"), must deliver the following documents (collectively, the "**Preliminary Bid Documents**") by email to (a) the Debtors, care of their chief restructuring officer, Robert Vanderbeek of Novo Advisors, LLC (b) counsel for the Debtors, Gellert Seitz Busenkell & Brown, LLC and (c) investment bankers for the Debtors, England Securities, LLC (collectively, the "**Bid Recipients**"):

(i) an executed and signed "**Acceptable Confidentiality Agreement**," which shall mean a confidentiality agreement that contains provisions that are not less favorable in the aggregate to the Debtors than those contained in the confidentiality agreement executed between the Debtors and the Stalking Horse Bidder, to the extent not already executed;

(ii) identification of the Potential Bidder and any principals and representatives thereof who are authorized to appear and act on its behalf for all purposes regarding the contemplated Sale;

(iii) evidence of the Potential Bidder's financial capacity to close a proposed transaction, which shall include financial statements of the Potential Bidder, including current audited and unaudited financial statements or other financial information of the Potential Bidder, or, if the Potential Bidder is an entity formed for the purpose of acquiring the Assets, current audited and unaudited financial statements or other financial information of the Potential Bidder's equity holder or other financial backer, or such other form of financial disclosure and evidence acceptable to the Debtors and their advisors in their reasonable discretion, demonstrating such Potential Bidder's ability to close the proposed transaction, to finance going concern operations to the extent contemplated, and to provide adequate assurance of future performance to counterparties to any executory contracts and unexpired leases to be assumed by the Potential Bidder; and

(iv) evidence by the Potential Bidder of its ability to obtain any regulatory approvals necessary to consummate a sale of the Assets.

Promptly after a Potential Bidder delivers Preliminary Bid Documents to the Bid Recipients, the Debtors, in consultation with the Committee and the Prepetition Secured Lender, will assess the adequacy of the evidence of its financial capacity and notify the Potential Bidder whether such Potential Bidder has submitted acceptable Preliminary Bid Documents so that the Potential Bidder may proceed to conduct due diligence and ultimately submit a Bid and participate in the Auction, as applicable. All due diligence requests must be directed to counsel to the Debtors.

The Debtors and their advisors will coordinate all reasonable requests from Bidders for additional information and due diligence access. The Debtors may decline to provide such information to Bidders who, in the Debtors' business judgment, after consultation with the Committee, have not established, or who have raised doubt, that such Bidder intends in good faith or has the capacity to consummate a sale transaction for all or a portion of the Debtors' Assets (a "**Transaction**").

For any Potential Bidder who is a competitor of the Debtors or is affiliated with any competitor of the Debtors, the Debtors reserve the right to withhold any Diligence Materials that the Debtors determine are business-sensitive or otherwise not appropriate for disclosure to such Potential Bidder at such time.

No due diligence will continue after the Bid Deadline (defined below). The Debtors shall provide the Stalking Horse Bidder with access to all material due diligence materials, management presentations, on-site inspections, and other information provided to any Potential Bidder or Qualified Bidder that were not previously made available to the Stalking Horse Bidder concurrently with the provision of such information or materials to such Potential Bidder or Qualified Bidder, as applicable.

Each Potential Bidder shall comply with all reasonable requests for additional information and due diligence access by the Debtors or their advisors regarding such Potential Bidder and its contemplated Transaction.

3. Auction Qualification Process

To be eligible to participate in the Auction, each offer, solicitation, or proposal (each, a "**Bid**"), and each party submitting such a Bid (each, a "**Bidder**"), must be determined by the Debtors, in consultation with the Committee and the Prepetition Secured Lender, to satisfy each of the following conditions:

(i) Stalking Horse Bidder. The Stalking Horse Bidder shall be deemed to be a Qualified Bidder and the Stalking Horse Agreement shall be deemed to be a Qualified Bid (the "**Stalking Horse Bid**").

(ii) Bid Deadline. The Debtors must receive a Bid in writing, on or before July 22, 2024, **at 4:00 p.m. (prevailing Eastern Time)** or such later date as may be agreed to by the Debtors (the "**Bid Deadline**"). Bids must be sent to the Bid Recipients by the Bid Deadline to be considered.

(iii) Form and Contents. All Bids shall be in the form of an irrevocable offer letter from a person or persons that the Debtors, in their reasonable discretion taking into account its fiduciary duties, after consultation with the Committee, deem financially able to consummate the purchase of the Assets, which letter states and includes:

(A) Marked Agreement. Each Bid must state the Bidder irrevocably offers to purchase the Assets identified in its agreement upon the terms and conditions set forth in a duly executed non-contingent and attached complete asset purchase agreement, which shall be in substantially the same form as the Stalking Horse Agreement (provided that the Debtor may consider bids for less than all or substantially all of the Assets), prepared and executed by the Bidder (an electronic version in Word format and blacklined against the Stalking Horse Agreement), together with its exhibits and schedules, including terms relating to price and the time of closing (the "**Proposed Agreement**");

(B) Assets. Each Bid must identify the Assets to be acquired;

(C) Purchase Price. Each Bid must clearly set forth the terms of any proposed Transaction, including and identifying separately any cash, assumed indebtedness, and non-cash components of the proposed Transaction consideration, such as certain liabilities to be assumed by the Bidder as part of the Transaction (the "**Purchase Price**"). The Purchase Price must include cash in an amount not less than (i) $10,000,000 (*i.e.*, the Cash Purchase Price, as defined in the Stalking Horse Agreement) *plus* (ii) the Tranche 4 DIP Loan as of the Bid Deadline,[2] *plus* (iii) the amount of any Project Debt (as defined in the Stalking Horse Agreement) that the Bid will not assume, *plus* (iv) the Initial Overbid Amount; *provided* that if the Debtor, in consultation with the Committee and the Prepetition Secured Lender, is considering multiple Bids as a single Qualifying Bid, they must in the aggregate provide the foregoing amount as cash components of their Purchase Prices; *provided, further,* that, subject to obtaining the consent of the applicable secured creditor to such assumption, solely for the purpose of valuing the competing bid, the assumption of secured indebtedness will be valued on a dollar-for-dollar basis in addition to the cash offered in the competing bid;

(D) Overbid. Each Bid for any of the Purchased Assets (a) must propose a purchase price equal to or greater than the sum of (i) the value of the Stalking Horse Agreement, as determined by the Debtors; plus (ii) the Bid Protections (which shall be deemed to be $1,000,0000 for any initial Overbid)[3]; plus (iii) the Minimum Overbid Amount (*i.e.*, $250,000) (items

[2] Each Bid must also satisfy clause B(3)(xiv) concerning repayment in full of all DIP Obligations outstanding as of Closing.

[3] This amount assumed that the Tranche 4 DIP Loan has been fully drawn and remains outstanding. The Debtors may adjust the Initial Overbid Amount based on the actual outstanding amount of the Tranche 4 DIP Loan as of the Bid Deadline.

(ii) and (iii) the "**Initial Overbid Amount**", and (b) must obligate the Bidder to pay, to the extent provided in the Stalking Horse Agreement, all amounts which the Stalking Horse Bidder under the Stalking Horse Agreement has agreed to pay, including any Assumed Obligations (as set forth in the Stalking Horse Agreement) *provided* that if the Debtor, in consultation with the Committee and the Prepetition Secured Lender, is considering multiple Bids as a single Qualifying Bid, they must in the aggregate meet the above requirements;

(E) Committed Financing. To the extent that a Bid is not accompanied by evidence of the Bidder's capacity to consummate the Transaction set forth in its Bid with cash on hand, each Qualified Bid must include evidence of committed financing that demonstrates that the Bidder has received sufficient non-contingent and binding debt and/or equity funding commitments to satisfy the Bidder's Purchase Price and other obligations under its Bid. Such funding commitments or other financing acceptable to the Debtors, in consultation with the Committee and the Prepetition Secured Lender, must be unconditional and must not be subject to any internal approvals, syndication requirements, diligence, or credit committee approvals, and shall have covenants and conditions acceptable to the Debtors, in consultation with the Committee and the Prepetition Secured Lender;

(F) Contingencies; No Financing or Diligence Outs. A Bid shall not be conditioned on a Bidder obtaining, or the sufficiency of, financing or any internal approval, or on the outcome or review of due diligence, which must be completed before the Bid Deadline, but may be subject to the accuracy at the closing of specified representations and warranties or the satisfaction at the closing of specified conditions, none of which shall be more expansive than those set forth in the Stalking Horse Bid;

(G) Identity. Each Bid must fully disclose the identity of each entity that will be bidding or otherwise participating in connection with such Bid (including each equity holder or other financial backer of the Bidder if such Bidder is an entity formed for the purpose of consummating the proposed Transaction contemplated by such Bid), and the complete terms of any such participation. Under no circumstances shall any undisclosed principals, equity holders, or financial backers be associated with any Bid. Each Bid must also include contact information for the specific person(s) and counsel the Debtors' advisors should contact regarding such Bid;

(H) Authorization. Each Bid must contain evidence that the Bidder has obtained authorization or approval from its board of directors (or a comparable governing body acceptable to the Debtors) acceptable to the Debtors, in consultation with the Committee and the Prepetition Secured Lender, with respect to the submission of its Bid and the consummation of the Transactions contemplated in such Bid;

(I) Substantial Contribution Waiver. Each Bid must contain an express waiver, effective upon submission of the Bid, of any substantial contribution claims by the Bidder;

(J) Expenses; Disclaimer to Fees. Each Bid must disclaim any right to receive a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation. For the avoidance of doubt, no Potential Bidder will be permitted to request, or be granted by the Debtors, at any time, whether as part of the Auction or otherwise, a break-up fee, expense reimbursement, termination fee, substantial contribution, or any other similar form of compensation, and by submitting a Bid any Potential Bidder is waiving any assertion or request for reimbursement on any basis, including under Section 503(b) of the Bankruptcy Code;

(K) Consummation. Each Bid must include a statement or evidence reflecting (i) that the Bidder is prepared to consummate the transaction upon entry of an order of the Bankruptcy Court approving the Sale to the Successful Bidder (the "**Sale Order**") and consummation shall not be contingent on obtaining requisite government, regulatory, or other third-party approvals, (ii) that the Bidder has made or will make as soon as reasonably practicable all necessary filings with respect to any regulatory, antitrust and other laws and pay the fees associated therewith; and (iii) the Bidder's plan and ability to obtain all requisite governmental, regulatory, or other third-party approvals and the proposed timing for the Bidder to undertake the actions required to obtain such approvals;

(L) Irrevocability. Each Bid must include a statement that, (i) such Qualified Bidder's offer is irrevocable until the conclusion or cancellation of the Auction and (ii) in the event the Bidder becomes the Successful Bidder or the Back-Up Bidder (as defined below), such Qualified Bidder's offer is irrevocable until two (2) business days after the closing of the sale of the Assets;

(M) Actual Value. The Bid must state the proposed actual value of such Bidder's bid to the Debtors' estate, and support for how the value of any non-cash consideration was determined;

(N) Assumed Contracts and Leases. Each Bid must identify any and all executory contracts and unexpired leases of the Debtors that the Qualified Bidder wishes to be assumed pursuant to a Sale. A Bid must specify that such Bidder will be responsible for any cure costs associated with such assumption, and include a good faith estimate of such cure costs (which estimate shall be provided by the Debtors);

(O) Employees; Business Plan. Each Bid must detail the treatment of the employees of the Debtors and whether the Bidder intends to continue the

Debtors' businesses as currently operated or what modifications it intends to make;

(P) Damages. Each Bid must provide that the Debtors have the right to pursue all available damages in the event of the Bidder's breach of, or failure to perform under, the Proposed Agreement;

(Q) Consent to Jurisdiction. Each Bidder must submit to the exclusive jurisdiction of the Bankruptcy Court and waive any right to a jury trial in connection with any disputes relating to Debtors' qualification of Bids, the Auction, the construction and enforcement of these Bid Procedures, the Sale documents, and the closing of the sale, as applicable; and

(R) Other Information. Each Bid must contain such other information as may be reasonably requested by the Debtors.

(iv) Same or Better Terms. Each Bid must be on terms that are not more burdensome than the terms of the Stalking Horse Bid, as determined by the Debtors, in consultation with the Committee and the Prepetition Secured Lender, and considering, among other factors, the scope and manner of the proposed Transaction. The Debtors, in consultation with the Committee and the Prepetition Secured Lender, may consider multiple Bids, which, in the aggregate, exceed the Stalking Horse Bid.

(v) Corporate Authority. Written evidence reasonably acceptable to the Debtors, in consultation with the Committee and the Prepetition Secured Lender, demonstrating appropriate corporate authorization to consummate the proposed transaction; *provided*, *however*, if the Bidder is an entity specially formed for the purpose of effectuating the transaction, then the Bidder must furnish written evidence reasonably acceptable to the Debtors, in consultation with the Committee and the Prepetition Secured Lender, of the approval of the transaction by the equity holder(s) of such Bidder.

(vi) Adequate Assurance. All Bids must provide for adequate working capital financing to finance going concern operations to the extent contemplated, and to provide adequate assurance of future performance to counterparties to executory contracts and unexpired leases to be assumed by the Bidder.

(vii) Back-Up Bidder. Each Bidder must acknowledge that by submitting a Bid, the Bidder agrees to be a Back-Up Bidder, should the Bid be so selected.

(viii) Grouped Bids: The Debtors, in consultation with the Committee and the Prepetition Secured Lender, may consider multiple Bids for the Purchased Assets (a "Group Bid") and treat such Group Bid as a single bid for purposes of determining whether such Group Bid is a Qualified Bid.

(ix) Proof of Financial Ability to Perform. All Bidders must provide written evidence the Debtors, in consultation with the Committee and the Prepetition Secured

Lender, reasonably conclude demonstrates the Bidder has the necessary financial ability to close the Transaction and provide adequate assurance of future performance under all contracts to be assumed and assigned in such Transaction. Such information should include, inter alia, the following: (a) contact names and numbers for verification of financing sources; (b) written evidence of the Bidder's internal resources and proof of any debt or equity funding commitments that are needed to close the transaction; (c) the Bidder's current financial statements (audited if they exist); (d) a description of the Bidder's pro forma capital structure; and (e) any such other form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Debtors, in consultation with the Committee and the Prepetition Secured Lender, demonstrating such Bidder has the ability to close the transaction.

(x) As Is, Where Is. The sale of the Assets shall be on an "as is, where is" and "with all defects" basis and without representations or warranties of any kind, nature, or description by the Debtors, their agents or estates, except to the extent set forth in the Proposed Agreement of the Successful Bidder.

(xi) Free and Clear. Except as otherwise provided in the Proposed Agreement, all of the Debtors' right, title, and interest in and to the Assets to be acquired shall be sold free and clear of all liens, claims, charges, security interests, restrictions, and other encumbrances of any kind or nature thereon and there against (collectively, the "**Transferred Liens**"), with such Transferred Liens to attach to the proceeds of the sale.

(xii) Good Faith Deposit. Each Qualified Bid must be accompanied by a cash deposit in the amount of 12.5% of the proposed Purchase Price to be held in an escrow account to be identified and established by the Debtors (the "**Deposit**").

(xiii) Binding Effect. By submitting its Bid, each Bidder is agreeing, and shall be deemed to have agreed, to abide by and honor the terms of the Bid Procedures and to refrain from submitting a Qualified Bid or seeking to reopen the Auction after conclusion of the Auction.

(xiv) Repayment of DIP Obligations. A Bid by a Bidder for all or substantially all of the Assets must provide for indefeasible payment, in full, in cash of all DIP Obligations (as defined in the DIP Orders) (the "**Required Closing Payment**") as of the closing date. To the extent that the Debtors, in consultation with the Committee and the Prepetition Secured Lender, choose multiple Bids, such Bids must, in the aggregate, provide for the Required Closing Payment.

(xv) Time Frame for Closing. A Bid by a Bidder must be reasonably likely to be consummated, if selected as the Successful Bid, by August 9, 2024.

A Bid or Group Bid received before the Bid Deadline will be considered a "**Qualified Bid**" and each Bidder that submits a Qualified Bid will be considered a "**Qualified Bidder**" if the Debtors determine, in consultation with counsel for the Committee and the Prepetition Secured

Lender (together, the "**Consultation Parties**"), that such Bid or Group Bid meets the requirements above for a Bid as set forth in these Bid Procedures.

In the event that any Consultation Party submits a bid that is a Qualified Bid, any obligation of the Debtors to consult with the bidding party established under these Bidding Procedures will be waived, discharged and released without further action; provided that the bidding party will have the same rights as any other Qualified Bidder set forth above. In the event that a Consultation Party submits a credit bid, any obligation of the Debtors to consult with the bidding party established under these Bidding Procedures will be waived, discharged and released without further action; provided, however, that in the event subsequent bids are received and the bidding party affirmatively abandons its right to make further bids, such party's consultation rights will be reinstated.

No later than one day prior to the start of the Auction, the Debtors will notify each Bidder whether such party is a Qualified Bidder (or is included in a Group Bid that is a Qualified Bid), shall provide each Qualified Bidder, including the Stalking Horse Bidder, with a copy of each Qualified Bid, and shall identify the individual Bids that make up any Group Bid.

Upon determination that any Bid is not a Qualified Bid, the Debtors shall notify such Bidder and the Committee of such determination forthwith, but in any event not later than the commencement of the Auction, and shall provide such bidder with the basis for such determination. In the event that such Bid is determined not to be a Qualified Bid, the Bidder shall have until the commencement of the Auction to modify its Bid to increase the purchase price or otherwise improve the terms of the Bid in order to comply with the requirements for Qualified Bids as set forth herein; *provided* that any Qualified Bid may be improved during the Auction only as set forth in these Bid Procedures. To the extent there is any dispute regarding whether a Bidder is a Qualified Bidder, such dispute may be raised with the Bankruptcy Court on an expedited basis prior to the commencement of the Auction. If any Bid is determined not to be a Qualified Bid, the Debtors will refund such Bidder's Deposit promptly after the Bid Deadline.

Between the date that the Debtors notify a Bidder that it is a Qualified Bidder and the Auction date, the Debtors may discuss, negotiate, or seek clarification of any Qualified Bid from a Qualified Bidder. Without the prior written consent of the Debtors, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase its Purchase Price, or otherwise improve the terms of the Qualified Bid, during the period that such Qualified Bid remains binding as specified in these Bid Procedures; *provided* that any Qualified Bid may be improved at the Auction as set forth in these Bid Procedures. Any improved Qualified Bid must continue to comply with the requirements for Qualified Bids set forth in these Bid Procedures. The Stalking Horse shall be deemed a Qualified Bidder at all times, the Stalking Horse Agreement shall be a Qualified Bid; and the Stalking Horse shall be authorized to improve (including by increasing its Purchase Price) its bid at any time prior to, during or through the conclusion of the Auction.

Prior to the Auction, the Debtors, their advisors, and the Consultation Parties will evaluate Qualified Bids and identify the Qualified Bid, or Qualified Bids, that , in the Debtors' reasonable business judgment in consultation with the Consultation Parties, constitute the highest or otherwise best bid (the "**Baseline Bid**" and the Bidder making such Baseline Bid, the "**Baseline Bidder**"), and shall notify the Stalking Horse Bidder and all Qualifying Bidders with Qualifying Bids of the Baseline Bid no later than the opening of the Auction.

4. Credit Bid

The Stalking Horse Bidder shall be deemed to be a Qualified Bidder and is not required to make any Deposit. To the fullest extent permissible under Section 363(k) of the Bankruptcy Code and the DIP Orders, the Stalking Horse Bidder may credit bid at the Auction, including as set forth in the Stalking Horse Agreement, in its sole and absolute discretion, any of the DIP Obligations (as defined in the DIP Orders).

C. Auction

If one or more Qualified Bid is received by the Bid Deadline (other than the Stalking Horse Agreement), the Debtors will conduct the Auction to determine, in consultation with the Consultation Parties, the highest and otherwise best Qualified Bid (or combination of Qualified Bids). This determination shall take into account any factors the Debtors reasonably deem relevant to the value of the Qualified Bid to the estates, including, *inter alia,* the following non-exhaustive factors: (a) the amount and nature of the consideration; (b) the proposed assumption of any liabilities (including indebtedness) and/or executory contracts or unexpired leases, if any, and the excluded assets and/or executory contracts or unexpired leases, if any; (c) the ability of the Qualified Bidder to close the proposed Transaction and the conditions related thereto, and the timing thereof; (d) the proposed closing date and the likelihood, extent and impact of any potential delays in closing; (e) any liabilities or other negative impacts that may arise from a Bidder's proposed modification to the Debtors' businesses, including the treatment of the Debtors' employees, as currently operated; (f) any purchase price adjustments; (g) the impact of the transaction on any actual or potential litigation; (h) the net after-tax consideration to be received by the Debtors' estates; (i) the tax consequences of such Qualified Bid; (j) the consent of the parties in interest and/or the cost and expense to the Debtors of resolving sale issues before closing; and (k) additional transaction costs, execution risks, and liabilities created or remaining with the estate attendant to any bid that seeks to acquire less than substantially all assets or is being combined with any other bid (collectively, the "**Bid Assessment Criteria**").

If no Qualified Bids other than the Stalking Horse Bid are received prior to the Bid Deadline, then the Auction will not occur, the Stalking Horse Agreement may be deemed the Successful Bid, and, subject to the termination rights under the Stalking Horse Agreement, the Debtors will pursue entry of an order by the Bankruptcy Court authorizing the Sale to the Stalking Horse Bidder as soon as practicable.

Procedures for Auction

The Auction, if necessary, will take place on **July 24, 2024 at 10:00 a.m. (prevailing Eastern Time)** or such later time on such day or other place as the Debtors shall notify all Bidders who have submitted Qualified Bids. Only the Stalking Horse Bidder and other Qualified Bidders will be entitled to make any Bids at the Auction. The Stalking Horse Bidder and other Qualified Bidders participating at the Auction shall appear, or through a duly authorized representative, who also may appear at the Auction. Only the Debtors, the Stalking Horse Bidder, any participating

Qualified Bidders, the Prepetition Secured Lender, the Committee, and any creditor of the Debtors, together with the professional advisors to each of the foregoing parties, may attend the Auction; provided that any of the Debtors' creditors must provide three (3) business days' written notice to counsel to the Debtors of their intent to attend the Auction.

1. The Debtors Shall Conduct the Auction

The Debtors and their professionals shall direct and preside over the Auction and the Auction shall be transcribed or videotaped. Prior to the commencement of the Auction, the Debtors shall determine, after consulting with the Consultation Parties, which of the Qualified Bids, at such time, is the highest or otherwise best bid for purposes of constituting the opening bid of the Auction, and shall promptly notify the Stalking Horse Purchaser and all Qualified Bidders with Qualified Bids of such Baseline Bid.

All Bids made after the start of the Auction shall be Overbids (as defined below), and shall be made and received on an open basis, and all material terms of each Overbid shall be fully disclosed to all Bidders who have submitted Qualified Bids. The Debtors shall maintain a transcript of all bids made and announced at the Auction, including the Starting Bid and all Overbids.

2. Terms of Overbids

An "**Overbid**" is any Bid made at the Auction subsequent to the Debtors' announcement of the Baseline Bid; *provided* that the Debtors, in consultation with the Consultation Parties, may treat a combination of Bids as a single Overbid. To submit an Overbid for purposes of this Auction, a Bidder must comply with the following conditions:

a. Minimum Overbid Increment

Any Overbid after the Baseline Bid shall be made in increments of at least $250,000 (the "**Minimum Overbid Increment**").

b. Treatment of Bid Protections

When evaluating any bid submitted by a party (or combination of bids) other than the Stalking Horse Bidder, the value of such bid (or combination of bids) vis a vis a bid submitted by the Stalking Horse Bidder shall be reduced by the amount of the Bid Protections.

c. Overbid Procedures

Upon the solicitation of each round of Overbids, the Debtors may announce a deadline (the "**Overbid Round Deadline**"), by which time any Overbids must be submitted to the Debtors.

After each Overbid Round Deadline, the Debtors, in consultation with the Committee and the Prepetition Secured Lender, shall determine whether an Overbid is higher or otherwise better than the Baseline Bid (as defined in the Bid Procedures) in the initial Overbid round or, in subsequent rounds, the Overbid previously designated by the Debtors as the prevailing highest or otherwise best Bid (the "**Prevailing Highest Bid**"). The Debtors shall announce and describe to all Qualified Bidders present at the Auction the material terms of any new Overbid designated by the Debtors as the Prevailing Highest Bid, as well as the value attributable by the Debtors to such Prevailing Highest Bid.

Any Overbid to a Prevailing Highest Bid by any party must provide more value for the Debtors' estates than any prior bid by (i) the Minimum Overbid Increment plus (ii) if the Prevailing Highest Bid was made by the Stalking Horse Bidder, the amount of the Bid Protections.

d. Remaining Terms Are the Same as for Qualified Bids

Except as modified herein, an Overbid must comply with the conditions for a Qualified Bid set forth above; *provided,* the Bid Deadline shall not apply and no additional Deposit shall be required beyond the Deposit previously submitted by a Qualified Bidder; *provided*, *however*, that the Successful Bidder (other than the Stalking Horse Bidder) shall be required to make a representation at the end of the Auction that it will provide any additional deposit necessary so that its Deposit is equal to the amount of the Required Closing Payment. Any Overbid must include, in addition to the amount and form of consideration of the Overbid, a description of all changes (if any) requested by the Qualified Bidder to the Stalking Horse Agreement or a previously submitted Modified Purchase Agreement, in connection therewith (including any changes to the designated assigned contracts and leases and assumed liabilities). Any Overbid must remain open and binding on the Bidder until and unless the Debtors accept a higher Overbid.

To the extent not previously provided (which shall be determined by the Debtors, in consultation with the Committee and the Prepetition Secured Lender) a Bidder submitting an Overbid must submit, as part of its Overbid, written evidence (in the form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Debtors, in consultation with the Committee and the Prepetition Secured Lender) demonstrating such Bidder's ability to close the transaction proposed by such Overbid; *provided, however*, this shall not apply to an Overbid by the Stalking Horse Bidder.

e. No Collusion; Good-Faith *Bona Fide* Offer

Each Qualified Bidder participating at the Auction will be required to confirm on the record at the Auction (a) it has not engaged in any collusion with respect to the Sale or bidding (including it has no agreement with any other Bidder or Qualified Bidder to control the price) and (b) its Qualified Bid is the good-faith *bona fide* offer and it intends to consummate the proposed transaction if selected as the Successful Bidder.

f. Back-Up Bidder

Notwithstanding anything in the Bid Procedures to the contrary, if an Auction is conducted, the party (or parties) with the second highest or otherwise second best Qualified Bid (or Overbid) at the Auction, as determined by the Debtors after consulting with the Consultation Parties, in the exercise of their business judgment, shall be designated by the Debtors as backup bidder (the "**Back-Up Bidder**"). The Back-Up Bidder shall be required to keep its initial Qualified Bid (or if the Back-Up Bidder submitted one or more Overbids at the Auction, its final Overbid) (the "**Back-Up Bid**") open and irrevocable until two (2) business days after the closing of the sale of the Assets (the "**Outside Back-Up Date**"). Following entry of the Sale Order, if the Successful Bidder fails to consummate an approved transaction because of a breach or failure to perform on the part of such Successful Bidder, the Debtors may designate the Back-Up Bidder to be the new Successful Bidder, and the Debtors will be authorized, but not required, to consummate the transaction with the Back-Up Bidder without further order of the Bankruptcy Court. In such case, the defaulting Successful Bidder's Deposit, if any, shall be forfeited to the Debtors' estates, and the Debtors specifically reserve the right to seek all available damages from the defaulting Successful Bidder. The closing date to consummate the transaction with the Back-Up Bidder shall be no later than the later of two (2) business days after the date the Debtors provide notice to the Back-Up Bidder that the Successful Bidder has failed to consummate a sale and the Debtors desire to consummate the transaction with the Back-Up Bidder. The Deposit, if any, of the Back-Up Bidder shall be held by the Debtors until two (2) business days after the closing of the Sale with the Successful Bidder; *provided*, *however*, in the event the Successful Bidder does not consummate the transaction as described above and the Debtors provide notice to the Back-Up Bidder, the Back-Up Bidder's Deposit shall be held until the closing of the transaction with the Back-Up Bidder. In the event the Debtors fail to consummate a transaction with the Back-Up Bidder as described above, the Back-Up Bidder's Deposit shall be forfeited to the Debtors' estates, and the Debtors specifically reserve the right to seek all available damages from the defaulting Back-Up Bidder.

In the event that the Stalking Horse is not the Successful Bidder or Back-Up Bidder, and each of those parties fail to close on the Successful Bid and Back-Up Bid, at the election of the DIP Lender, and with the consent of the Stalking Horse Bidder, the Debtors shall proceed to close on a transaction with the Stalking Horse Bidder on the terms of its last Overbid submitted at the Auction.

3. Consent to Jurisdiction as Condition to Bidding

All Qualified Bidders, and all Bidders at the Auction, shall be deemed to have consented to the core jurisdiction of the Bankruptcy Court and waived any right to a jury trial in connection with any disputes relating to the Stalking Horse Agreement, the Auction, or the construction and enforcement of any Transaction Documents.

4. Closing the Auction

The Auction shall continue until there is only one Qualified Bid that the Debtors determine in their reasonable business judgment after consultation with their financial and legal advisors and the Consultation Parties, is the highest or otherwise best Qualified Bid at the Auction (the "**Successful Bid**" and the Bidder submitting such Successful Bid, the "**Successful Bidder**"). In making this decision, the Debtors, in consultation with their financial and legal advisors and the Consultation Parties, shall consider the Bid Assessment Criteria. Once the Successful Bid is declared, the Auction shall be adjourned, if necessary, to allow the Successful Bidder to submit fully executed Transaction Documents memorializing the terms of the Successful Bid and (if the Successful Bidder is not the Stalking Horse Bidder) top its Deposit up to the amount of the Required Closing Payment.

The Auction shall close when the Successful Bidder submits fully executed sale and transaction documents memorializing the terms of the Successful Bid and, if applicable, increases its Deposit up to the amount of the Required Closing Payment.

Promptly following the Debtors' selection of the Successful Bid and the conclusion of the Auction, the Debtors shall announce the Successful Bid and Successful Bidder. The Debtors will file a notice identifying the Successful Bidder and Back-Up Bidder (the "**Post-Auction Notice**") as soon as reasonably practicable after closing the Auction, if any, and in any event not more than 24 hours following closing the Auction.

The Debtors shall not consider any Bids submitted after the conclusion of the Auction.

D. Procedures for Determining Cure Amounts and Adequate Assurance for Assumed Contract Counterparties to Assumed Contracts

On or prior to July 9, 2024, the Debtors shall send a notice to each counterparty to an executory contract or unexpired lease (each an "**Assumed Contract Counterparty**") setting forth the Debtors' calculation of the cure amount, if any, that would be owing to such Assumed Contract Counterparty if the Debtors decided to assume or assume and assign such executory contract or unexpired lease, and alerting such Assumed Contract Counterparty that their contract may be assumed and assigned to the Successful Bidder (the "**Assumption Notice**"), a copy of which is attached to the Bid Procedures Order as Exhibit 3. Any Assumed Contract Counterparty that objects to the cure amount set forth in the Assumption Notice or the possible assignment of its executory contract or unexpired lease to the Stalking Horse Bidder, including the ability of the Stalking Horse Bidder to provide adequate assurance of future performance, must file an objection (an "**Assumed Contract Objection**") on or before **4:00 p.m. prevailing Eastern Time on** July 23, 2024, which Assumed Contract Objection must be served on: (a) counsel for the Debtors, Gellert Seitz Busenkell & Brown, LLC, 1201 N. Orange Street, Suite 300, Wilmington, DE 19801, Attn: Michael Busenkell (mbusenkell@gsbblaw.com); (b) counsel for the Stalking Horse Bidder and DIP Lender, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attn: Ryan M. Bartley (rbartley@ycst.com); (c) counsel to the Committee, Benesch Friedlander Coplan & Aronoff LLP, 1313 North Market Street, Suite 1201, Wilmington, DE 19801 6101, Attn: Jennifer Hoover (jhoover@beneschlaw.com), Kevin Capuzzi (kcapuzzi@beneschlaw.com) and Seward & Kissel LLP, One Battery Park Plaza, New York, NY 10004, Attn: Robert J. Gayda (gayda@sewkis.com), Catherine V. LoTempio (lotempio@sewkis.com); (d) counsel to the Prepetition Secured Lender ; and (e) the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Timothy J. Fox (timothy.fox@usdoj.gov) (the "**Objection Notice Parties**"), and filed with the Clerk of the Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, DE 19801. If an Assumed Contract Counterparty does not timely file and serve an Assumed Contract Objection, that party will be forever barred from objecting to (a) the Debtors' proposed cure amount, or (b) the assignment of that party's executory contract or unexpired lease to the Stalking Horse Bidder.

If the Successful Bidder that prevails at the Auction is not the Stalking Horse Bidder, the deadline to object solely to (a) the identity of a Successful Bidder or (b) the ability of the Successful Bidder to provide adequate assurance of future performance under the Assumed Contract (each, a "**Post-Auction Objection**") shall be the Post-Auction Objection Deadline (defined below). Each Post-Auction Objection must be served on the Objection Notice Parties and filed with the Clerk of the Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, DE 19801, so it is actually received no later than **4:00 p.m. prevailing Eastern Time**

on July 25, 2024 (the "**Post-Auction Objection Deadline**"). If a Post-Auction Objection is not filed, parties will be forever barred from objecting to the identity of the Successful Bidder or to the assignment of that party's executory contract or unexpired lease to the Successful Bidder. Provided however that deadlines for the Committee, the Prepetition Secured Lender and the Stalking Horse to object shall be governed by the Bid Procedures Order.

Where an Assumed Contract Counterparty to an Assumed Contract files a timely Assumed Contract Objection asserting a higher cure amount than the amount listed in the Assumption Notice, or timely files an Assumed Contract Objection or Post-Auction Objection, as applicable, to the possible assignment of that Assumed Contract Counterparty's executory contract or unexpired lease including the Successful Bidder's ability to provide adequate assurance of future performance, and the parties are unable to consensually resolve the dispute, the amount to be paid (if any) under Section 365 of the Bankruptcy Code or, as the case may be, the Debtors' ability to assign the executory contract or unexpired lease to the Successful Bidder will be determined at the Sale Hearing or at a later date as fixed by the Bankruptcy Court.

E. Sale Hearing

The Sale Hearing shall be July 30, 2024**, at 2:00p.m. (prevailing Eastern Time)**.

Objections, if any, to the relief requested in the Motion relating to the Sale (each, a "**Sale Objection**") must: (a) be in writing and specify the nature of such objection, (b) comply with the Bankruptcy Rules and the Local Rules, (c) be filed with the Bankruptcy Court no later than **4:00 p.m. (prevailing Eastern Time) on July 23, 2024**, and (d) served on the Objection Notice Parties. Provided however that deadlines for the Committee, the Prepetition Secured Lender and the Stalking Horse to object to the sale on any grounds shall be governed by the Bid Procedures Order.

F. Return of Good Faith Deposits

The Deposits of all Qualified Bidders shall be held in one or more escrow accounts by the Debtors, but shall not become property of the Debtors' estates absent further order of the Bankruptcy Court. The Deposits of any Qualified Bidder that is neither the Successful Bidder nor the Back-Up Bidder shall be returned to such Qualified Bidder not later than two (2) business days after the Sale Hearing. The Deposit of the Back-Up Bidder shall be returned to the Back-Up Bidder two (2) business days after the closing of the Sale with the Successful Bidder; provided, however, in the event the Successful Bidder does not consummate the transaction as described above and the Debtors provide notice to the Back-Up Bidder, the Back-Up Bidder's Deposit shall be held until the closing of the transaction with the Back-Up Bidder. Upon the return of the Deposits, their respective owners shall receive any and all interest that will have accrued thereon. If the Successful Bidder timely closes the winning transaction, its Deposit shall be credited towards its purchase price.

G. Reservation of Rights

The Debtors reserve their rights to modify these Bid Procedures in their reasonable business judgment, after consulting with the Consultation Parties, in any manner that will best promote the goals of the bidding process, at or prior to the Auction, subject to the rights of the

Stalking Horse Bidder. Notwithstanding the foregoing and subject in all respects to the Stalking Horse Agreement, the Debtors may not (a) impair or modify the Stalking Horse Bidder's rights and obligations under the Stalking Horse Agreement; or (b) modify Section J.3(xiv) without the consent of the DIP Lender.

31811428.3

Exhibit 2 to Bid Procedures Order

Sale Notice

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

In re:	Chapter 11
iSun, Inc., *et al.*,[1]	Case No. 24-11144 (TMH)
Debtors.	(Jointly Administered)

NOTICE OF SALE BY AUCTION, SALE HEARING, AND DESIGNATION OF STALKING HORSE BIDDER

PLEASE TAKE NOTICE that on June 7, 2024, the above-captioned debtors and debtors in possession (collectively, 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 Assumption And Assignment Of Contracts And Leases; And (IV) Granting Related Relief* [Docket No. 65] (the "**Motion**")[2] with the United States Bankruptcy Court for the District of Delaware (the "**Court**") seeking, among other things, entry of an order (the "**Sale Order**") authorizing and approving: (a) the sale of substantially all of the Debtor's assets (the "**Assets**") free and clear of liens, claims, encumbrances, and other interests, with all such liens, claims, encumbrances, and other interests attaching with the same validity and priority to the sale proceeds, subject to higher or otherwise better offers (the "**Sale**"); and (b) authorizing the assumption and assignment of executory contracts (collectively, the "**Contracts**"). Please note that all capitalized terms used but not defined herein shall have the meanings set forth in the Motion.

PLEASE TAKE FURTHER NOTICE that the Debtors are soliciting offers for the purchase of the Assets of the Debtors consistent with the Bid Procedures (the "**Bid Procedures**") approved by the Court by entry of an order on _________ __, 2024 [Docket No. __] (the "**Bid**

[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 not otherwise defined herein shall have the same meaning as in the Motion.

Procedures Order"). **All interested bidders should carefully read the Bid Procedures and Bid Procedures Order.** To the extent that there are any inconsistencies between this notice and the Bid Procedures or Bid Procedures Order, the Bid Procedures or Bid Procedures Order, as applicable, shall govern in all respects.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bid Procedures Order, Clean Royalties, LLC ("Clean Royalties") has been designated as the Stalking Horse Bidder pursuant to the Stalking Horse Agreement, dated as of ______, 2024 (the "Stalking Horse Agreement").

PLEASE TAKE FURTHER NOTICE that the Stalking Horse Agreement seeks approval of the sale of substantially all of Debtors' assets (the "Assets") to Clean Royalties LLC, for a cash purchase price of $10,000,000, plus the assumption of material liabilities (the "**Stalking Horse Bid**").

PLEASE TAKE FURTHER NOTICE that, consistent with Local Rule 6004-1(b), the Debtor discloses the following terms regarding the Stalking Horse Agreement:

Sale to Insider	The Stalking Horse Bidder is not an "insider" of the Debtors as defined in Section 101(31) of the Bankruptcy Code.
Agreements with Management	No agreements exist between management and the buyer.
Releases	The Stalking Horse Agreement does not contain any provisions pursuant to which an entity is being released or claims against any entity are being waived or otherwise satisfied.
Private Sale/No Competitive Bidding	The Stalking Horse Agreement shall be subject to higher and better offers pursuant to the Bidding Procedures set forth in the Bid Procedures Order, including an Auction scheduled to be conducted by the Sellers. See Stalking Horse Agreement § 6.6
Closing and Other Deadlines	The Stalking Horse Agreement contains various usual and customary closing conditions, including the requirement that closing occurs within sixty (60) days from closing. See Stalking Horse Agreement § 9.1
Good Faith Deposit	The Stalking Horse shall be considered a Qualified Bidder and shall not be required to provide a Good Faith Deposit. See Bid Procedures Order ¶ 14.
Interim Arrangements with Proposed Buyer	The Seller has not entered into any interim agreement or arrangements with the Stalking Horse Bidder prior to closing regarding the Assets.

Use of Proceeds	The Stalking Horse Agreement does not contain any provision pursuant to which a debtor proposes to release sale proceeds on or after the closing without further Court order, or to provide for a definitive allocation of sale proceeds between or among various sellers or collateral.
Tax Exemption	The Stalking Horse Agreement does not provide for a tax exemption under section 1146(a) of the Bankruptcy Code.
Record Retention	The Debtors will retain, or have reasonable access to, its books and records to enable it to administer its bankruptcy case.
Sale of Avoidance Actions	All Avoidance Actions are being acquired by the Stalking Horse. See Stalking Horse Agreement Schedule 1.1(a)
Requested Findings as to Successor Liability	The proposed Sale Order will provide that the Stalking Horse shall not be deemed a "successor" in any respect to the Debtors and their estates as a result of the consummation of the sale.
Sale Free and Clear of Unexpired Leases	The Stalking Horse Agreement does not contemplate any sale free and clear of any unexpired leases.
Credit Bid	To the fullest extent permissible under Section 363(k) of the Bankruptcy Code and the DIP Orders, the Stalking Horse Bidder may credit bid, in its sole and absolute discretion, any of the DIP Obligations (as defined in the DIP Orders). See Bid Procedures Order ¶ 14.
Relief from Bankruptcy Rule 6004(h)	The proposed Sale Order will provide that the provisions of Bankruptcy Rules 6004 and 6006, staying the effectiveness of the Proposed Sale Order for fourteen (14) days, are waived, and the Sale Order shall be effective and enforceable upon entry.
No-Shop or No-Solicitation Provisions	The Stalking Horse Agreement does not include any limitations on the Debtors' ability or right to solicit higher or otherwise better bids.
Break-Up/Topping Fees and Expense Reimbursement	The Stalking Horse shall be entitled to (together, the "Bid Protections"): Breakup Fee: five percent (5%) of the Purchase Price of such Alternate Proposal. Expense Reimbursement: 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 See Stalking Horse Agreement § 9.2.

Bidding Increments	Each Bid for any of the Purchased Assets (a) must propose a purchase price equal to or greater than the sum of (i) the value of the Stalking Horse Agreement, as determined by the Debtors; plus (ii) the Bid Protections (which shall be deemed to be $630,000 for any initial Overbid); plus (iii) the Minimum Overbid Amount (*i.e.*, $250,000) (items (ii) and (iii) the "**Initial Overbid Amount**", and (b) must obligate the Bidder to pay, to the extent provided in the Stalking Horse Agreement, all amounts which the Stalking Horse Bidder under the Stalking Horse Agreement has agreed to pay, including any Assumed Obligations (as set forth in the Stalking Horse Agreement) *provided* that if the Debtor, in consultation with the Committee and the Prepetition Secured Lender, is considering multiple Bids as a single Qualifying Bid, they must in the aggregate meet the above requirements See Bid Procedures B.3.iii.D. Successive overbids have a minimum bid increment of $250,000. See Bid Procedures C.2.a.

PLEASE TAKE FURTHER NOTICE that, if the Debtors receive qualified competing bids within the requirements and time frame specified by the Bid Procedures, the Debtors will conduct an auction (the "**Auction**") of the Assets on **July 24, 2024, at 10:00 a.m. (ET)** at the offices of Gellert Seitz Busenkell & Brown, LLC, 1201 N. Orange St., 3rd Floor, Wilmington, DE 19801 (or at any other location as the Debtors may hereafter designate on proper notice). The auction will also be held by Zoom.

PLEASE TAKE FURTHER NOTICE that the Debtors will seek approval of the Sale at a hearing scheduled to commence on or before **July 30, 2024 at 2:00 p.m. (ET)** (the "**Sale Hearing**") before the Honorable Thomas M. Horan, United States Bankruptcy Judge for the Bankruptcy Court for the District of Delaware, at Courtroom No. 6, 5th Floor, 824 N. Market St., Wilmington, DE 19801.

PLEASE TAKE FURTHER NOTICE that, except as otherwise set forth in the Bid Procedures Order with respect to any objections to proposed cure amounts or the assumption and assignment of Contracts, objections to the relief requested in the Motion ***must***: (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules; (c) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (d) be filed with the Court and served so as to be ***actually received*** by **4:00 p.m. (ET) on or before July 23, 2024,** by the following parties (the "**Notice Parties**"):

Counsel to the Debtors	Counsel for the Committee
Gellert Seitz Busenkell & Brown, LLC 1201 N. Orange St. 3rd Floor Wilmington, Delaware 19801 Attn: Michael Busenkell mbusenkell@gsbblaw.com	Benesch Friedlander Coplan & Aronoff LLP, 1313 North Market Street, Suite 1201, Wilmington, DE 19801 6101, Attn: Jennifer Hoover jhoover@beneschlaw.com Kevin Capuzzi kcapuzzi@beneschlaw.com) and Seward & Kissel LLP, One Battery Park Plaza, New York, NY 10004, Attn: Robert J. Gayda gayda@sewkis.com Catherine V. LoTempio lotempio@sewkis.com
Counsel to the DIP Lender	**The United States Trustee**
Young Conaway Stargatt & Taylor, LLP Rodney Square, 1000 North King Street Wilmington, Delaware 19801 Attn: Ryan M. Bartley RBartley@ycst.com	Office of the United States Trustee for the District of Delaware J. Caleb Boggs Building 844 King Street Suite 2207 Lockbox 35 Wilmington, Delaware 19801 Attn: Timothy J. Fox Esq.

CONSEQUENCES OF FAILING TO TIMELY MAKE AN OBJECTION

ANY PARTY OR ENTITY WHO FAILS TO TIMELY MAKE AN OBJECTION TO THE SALE ON OR BEFORE THE SALE OBJECTION DEADLINE IN ACCORDANCE WITH THE BID PROCEDURES ORDER MAY BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE DEBTOR'S ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, EXCEPT AS SET FORTH IN THE APPLICABLE PURCHASE AGREEMENT.

PLEASE TAKE FURTHER NOTICE that copies of the Sale Motion, Bid Procedures, and Bid Procedures Order, as well as all related exhibits, including the proposed Sale Order, and additional information are available: (a) upon request to Debtors' counsel or (b) for a fee via PACER by visiting https://ecf.deb.uscourts.gov/.

Dated: July 9, 2024

GELLERT SEITZ BUSENKELL & BROWN, LLC

/s/ Michael Busenkell
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

<u>Exhibit 3 to Bid Procedures Order</u>

Assumption Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
iSun, Inc., *et al.*,[1]	Case No. 24-11144 (TMH)
Debtors.	(Jointly Administered)

NOTICE OF POTENTIAL CONTRACT ASSUMPTION AND ASSIGNMENT

PLEASE TAKE NOTICE that on June 7, 2024, the above-captioned debtors and debtors in possession (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 Assumption And Assignment Of Contracts And Leases; And (IV) Granting Related Relief* [Docket No. 65] (the "**Motion**") with the United States Bankruptcy Court for the District of Delaware (the "**Court**") seeking, among other things, entry of an order (the "**Sale Order**") authorizing and approving: (a) the sale of Debtors' assets (the "**Assets**") free and clear of liens, claims, encumbrances, and other interests, with all such liens, claims, encumbrances, and other interests attaching with the same validity and priority to the sale proceeds, except as set forth in the applicable Purchase Agreement and subject to higher or otherwise better offers (the "**Sale**"); and (b) procedures for the assumption and assignment of executory contracts and unexpired leases (collectively, the "**Contracts**"). Please note that all capitalized terms used but not defined herein shall have the meanings set forth in the Motion.

PLEASE TAKE FURTHER NOTICE that on _____, 2024, the Court entered an order (the "**Bid Procedures Order**") granting certain of the relief sought in the Motion, including, among other things, approving: (a) the Bid Procedures (the "**Bid Procedures**") for the Sale of the Assets; and (b) procedures for the assumption and assignment of the Contracts (the "**Assumption Procedures**").

[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.

PLEASE TAKE FURTHER NOTICE that the Debtors will seek approval of the Sale at a hearing scheduled to commence on or before **July 30, 2024 at 2:00 p.m. (ET)** (the "**Sale Hearing**") before the Honorable Thomas M. Horan, United States Bankruptcy Judge for the Bankruptcy Court for the District of Delaware, at Courtroom No. 6, 824 N. Market St., 5th Floor, Wilmington, DE 19801.

PLEASE TAKE FURTHER NOTICE that you are receiving this notice (the "Contract Notice") because you or one of your affiliates may be a counterparty to one or more of the Contracts with the Debtors as set forth on Exhibit A attached hereto (the "Contract Schedule")[2]. If the Court enters the Sale Order, the Debtor may assume and assign to the Stalking Horse (or to another Successful Bidder selected at the Auction, if any) or reject the Contract listed on the Contract Schedule, to which you are a counterparty, either as of the Closing Date or a later date pursuant to the Stalking Horse Purchase Agreement or the Successful Bidder Purchase Agreement.

PLEASE TAKE FURTHER NOTICE that the Debtors have determined that the cure amounts necessary to cure all defaults, if any, and to pay all actual or pecuniary loses that have resulted from such defaults under the Contracts (the "**Cure Amounts**") are in the total amount as set forth on the Contract Schedule attached hereto as Exhibit A.

Obtaining Additional Information

Copies of the Motion, Bid Procedures, and Bid Procedures Order, as well as all related exhibits, including the proposed Sale Order, are available: (a) upon request to counsel to the Debtors, Michael Busenkell, Esq., mbusenkell@gsbblaw.com, or (b) for a fee via PACER by visiting https://ecf.deb.uscourts.gov/.

Filing Assumption and Assignment Objections

Pursuant to the Assumption Procedures, objections to the proposed assumption and assignment of an Assigned Contract, including any objection relating to the Cure Amount and/or adequate assurance of future performance (collectively, an "**Contract Objection**"), must: (a) be in writing; (b) state with specificity the nature of such objection and alleged Cure Amount, including applicable and appropriate documentation in support of such alleged Cure Amount; (c) comply with the Bankruptcy Rules and the Local Rules; (d) for Contract Objections to any Cure Amount set forth on Exhibit A attached hereto or to the assumption and assignment of an Assigned Contract to the Successful Bidder, be filed with the Court and served so as to be ***actually received*** by **July 23, 2024 4:00 p.m. (ET)**; and (e) for Contract Objections to the adequate assurance of future performance by a Qualified Bidder, be filed with the Court and served so as to be ***actually received*** at or prior to the Sale Hearing, which is scheduled on or before **July 25, 2024 at 4:00 p.m. (ET)**.

[2] This Contract Notice is being sent to counterparties to contracts that may be executory contracts. This Contract Notice is not an admission by the Debtors that such contract is executory or unexpired.

Any timely filed Contract Objections made prior to the Sale Hearing will be considered at the Sale Hearing, or another date agreed to by the parties, and must be served on the following parties:

Counsel to the Debtors	Counsel to the Creditors' Committee
Gellert Seitz Busenkell & Brown, LLC 1201 N. Orange St., 3rd Floor Wilmington, Delaware 19801 Attn: Michael Busenkell, Esq. mbusenkell@gsbblaw.com	Benesch Friedlander Coplan & Aronoff LLP, 1313 North Market Street, Suite 1201, Wilmington, DE 19801 6101, Attn: Jennifer Hoover jhoover@beneschlaw.com Kevin Capuzzi kcapuzzi@beneschlaw.com) and Seward & Kissel LLP, One Battery Park Plaza, New York, NY 10004, Attn: Robert J. Gayda gayda@sewkis.com Catherine V. LoTempio lotempio@sewkis.com
Counsel to the DIP Lender	**The United States Trustee**
Young Conaway Stargatt & Taylor, LLP Rodney Square, 1000 North King Street Wilmington, DE 19801 Attn: Ryan M. Bartley, Esq.	Office of the United States Trustee for the District of Delaware J. Caleb Boggs Building 844 King Street, Suite 2207 Lockbox 35 Wilmington, Delaware 19801 Attn: Timothy J. Fox Esq.

If any timely filed Contract Objection cannot be resolved by the Successful Bidder arising from the Auction, if any, and the objecting party, the Court shall resolve such Contract Objection prior to assumption and assignment of such designated Contract, and upon entry of an order by the Court resolving such Contract Objection, the assignment, if approved by the Court, shall be deemed effective as of the date such objecting party receives the Assumption Notice. To the extent that any Contract Objection cannot be resolved by the parties, such Contract shall be assumed and assigned only upon satisfactory resolution of the Contract Objection, to be determined in the reasonable discretion of the Successful Bidder arising from the Auction, if any, and until such time as the Contract Objection can be resolved, the Contract shall be conditionally assumed and assigned pending a resolution of the Contract Objection after notice and a hearing.

CONSEQUENCES OF FAILING TO TIMELY FILE AND SERVE AN OBJECTION

ANY COUNTERPARTY TO AN ASSIGNED CONTRACT WHO FAILS TO TIMELY FILE AND SERVE AN OBJECTION TO THE PROPOSED ASSUMPTION AND ASSIGNMENT OF AN ASSIGNED CONTRACT AND/OR THE CURE AMOUNT SET FORTH ON EXHIBIT A ATTACHED HERETO IN ACCORDANCE WITH THE BID PROCEDURES ORDER AND THE ASSUMPTION PROCEDURES SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE ASSUMPTION AND ASSIGNMENT OF THE ASSIGNED CONTRACT AND/OR THE CURE AMOUNT SET FORTH ON EXHIBIT A ATTACHED HERETO, INCLUDING ASSERTING ADDITIONAL CURE AMOUNTS WITH RESPECT TO THE ASSIGNED CONTRACT RELATING TO ANY PERIOD PRIOR TO THE TIME OF ASSUMPTION AND ASSIGNMENT.

Dated: July 9, 2024

GELLERT SEITZ BUSENKELL & BROWN, LLC

/s/ Michael Busenkell
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

Assigned Contracts[3]

Debtor	Counterparty	Description of Assigned Contract or Lease	Cure Amount

[3] The presence of a contract or lease on this Exhibit A does not constitute an admission by the Debtor that such contract is an executory contract or such lease is an unexpired lease pursuant to section 365 of the Bankruptcy Code or any other applicable law, and the Debtor reserves all rights to withdraw any proposed assumption and assignment or to reject any contract or lease at any time before such contract or lease is assumed and assigned pursuant to an order of the Court.

<u>Exhibit 4 to Bid Procedures Order</u>

Publication Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
iSun, Inc., *et al.*,[1]	Case No. 24-11144 (TMH)
Debtors.	(Jointly Administered)

NOTICE OF SALE BY AUCTION, SALE HEARING, AND DESIGNATION OF STALKING HORSE BIDDER

PLEASE TAKE NOTICE that on June 7, 2024, the above-captioned debtors and debtors in possession (collectively, 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 Assumption And Assignment Of Contracts And Leases; And (IV) Granting Related Relief* [Docket No. 65] (the "**Motion**")[2] with the United States Bankruptcy Court for the District of Delaware (the "**Court**") seeking, among other things, entry of an order (the "**Sale Order**") authorizing and approving: (a) the sale of substantially all of the Debtor's assets (the "**Assets**") free and clear of liens, claims, encumbrances, and other interests, with all such liens, claims, encumbrances, and other interests attaching with the same validity and priority to the sale proceeds, subject to higher or otherwise better offers (the "**Sale**"); and (b) authorizing the assumption and assignment of executory contracts (collectively, the "**Contracts**"). Please note that all capitalized terms used but not defined herein shall have the meanings set forth in the Motion.

[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 not otherwise defined herein shall have the same meaning as in the Motion.

PLEASE TAKE FURTHER NOTICE that the Debtors are soliciting offers for the purchase of the Assets of the Debtors consistent with the Bid Procedures (the "**Bid Procedures**") approved by the Court by entry of an order on _________ __, 2024 [Docket No. __] (the "**Bid Procedures Order**"). **All interested bidders should carefully read the Bid Procedures and Bid Procedures Order.** To the extent that there are any inconsistencies between this notice and the Bid Procedures or Bid Procedures Order, the Bid Procedures or Bid Procedures Order, as applicable, shall govern in all respects.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bid Procedures Order, Clean Royalties, LLC ("Clean Royalties") has been designated as the Stalking Horse Bidder pursuant to the Stalking Horse Agreement, dated as of ______, 2024 (the "Stalking Horse Agreement").

PLEASE TAKE FURTHER NOTICE that the Stalking Horse Agreement seeks approval of the sale of substantially all of Debtors' assets to Clean Royalties LLC for a cash purchase price of $10,000,000, plus the assumption of material liabilities (the "**Stalking Horse Bid**").

PLEASE TAKE FURTHER NOTICE that, if the Debtors receive qualified competing bids within the requirements and time frame specified by the Bid Procedures, the Debtors will conduct an auction (the "**Auction**") of the Assets on **July 24, 2024, at 10:00 a.m. (ET)** at the offices of Gellert Seitz Busenkell & Brown, LLC, 1201 N. Orange St., 3rd Floor, Wilmington, DE 19801 (or at any other location as the Debtors may hereafter designate on proper notice). The auction will also be held by Zoom.

PLEASE TAKE FURTHER NOTICE that the Debtors will seek approval of the Sale at a hearing scheduled to commence on or before **July 30, 2024 at 2:00 p.m. _ (ET)** (the "**Sale Hearing**") before the Honorable Thomas M. Horan, United States Bankruptcy Judge for the Bankruptcy Court for the District of Delaware, at Courtroom No. 6, 5th Floor, 824 N. Market St., Wilmington, DE 19801.

PLEASE TAKE FURTHER NOTICE that, except as otherwise set forth in the Bid Procedures Order with respect to any objections to proposed cure amounts or the assumption and assignment of Contracts, objections to the relief requested in the Motion ***must***: (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules; (c) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (d) be filed with the Court and served so as to be ***actually received*** by **4:00 p.m. (ET) on or before July 23, 2024,** by the following parties (the "**Notice Parties**"):

Counsel to the Debtors	Counsel for the Committee
Gellert Seitz Busenkell & Brown, LLC 1201 N. Orange St. 3rd Floor Wilmington, Delaware 19801 Attn: Michael Busenkell mbusenkell@gsbblaw.com	Benesch Friedlander Coplan & Aronoff LLP, 1313 North Market Street, Suite 1201, Wilmington, DE 19801 6101, Attn: Jennifer Hoover jhoover@beneschlaw.com Kevin Capuzzi kcapuzzi@beneschlaw.com) and Seward & Kissel LLP, One Battery Park Plaza, New York, NY 10004, Attn: Robert J. Gayda gayda@sewkis.com Catherine V. LoTempio lotempio@sewkis.com
Counsel to the DIP Lender	**The United States Trustee**
Young Conaway Stargatt & Taylor, LLP Rodney Square, 1000 North King Street Wilmington, Delaware 19801 Attn: Ryan M. Bartley RBartley@ycst.com	Office of the United States Trustee for the District of Delaware J. Caleb Boggs Building 844 King Street Suite 2207 Lockbox 35 Wilmington, Delaware 19801 Attn: Timothy J. Fox Esq.

CONSEQUENCES OF FAILING TO TIMELY MAKE AN OBJECTION

ANY PARTY OR ENTITY WHO FAILS TO TIMELY MAKE AN OBJECTION TO THE SALE ON OR BEFORE THE SALE OBJECTION DEADLINE IN ACCORDANCE WITH THE BID PROCEDURES ORDER MAY BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE DEBTOR'S ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, EXCEPT AS SET FORTH IN THE APPLICABLE PURCHASE AGREEMENT.

PLEASE TAKE FURTHER NOTICE that copies of the Sale Motion, Bid Procedures, and Bid Procedures Order, as well as all related exhibits, including the proposed Sale Order, and additional information are available: (a) upon request to Debtors' counsel or (b) for a fee via PACER by visiting https://ecf.deb.uscourts.gov/.

Dated: July 9, 2024

GELLERT SEITZ BUSENKELL & BROWN, LLC

/s/ Michael Busenkell
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 5 to Bid Procedures Order

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

July 9, 2024

ASSET PURCHASE AGREEMENT

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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 24, 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.

"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 designing and manufacturing residential upholstered furniture.

"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 all rights of Sellers and their Affiliates in and to (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, logos, trade names and 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, and all applications, registrations and renewals in connection therewith, (c) works of authorship, copyrightable works, copyrights 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 addresses, uniform resource locaters, domain names, Websites and Web pages, (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.

"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 as 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.

"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.

Section 4.2. 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) 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 (60^{th}) 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: mbusenkell@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 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**.**

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

General Intangibles

1. All intellectual property owned by Sellers, including but not limited to trademarks, trademark applications, service marks, collective marks and patents and the following:

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 And design	USA	88788079	6259451
SolarCommunities, Inc	Design of Houses in a Circle (color)	USA	88455441	5937293
SolarCommunities, Inc	Design of Houses in a Circle (B&W)	USA	88455131	5937284
SolarCommunities, Inc	SUNCOMMON	USA	85518407	4380819

2. Avoidance Actions

3. Venture-level Equity Investments

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 rights

d) *Fusion Renewable*

-20% equity interest

4. Permits

- Liberty Electric, Inc., MA Registered Electrical Business License No: 3388 A1

<u>Payment Intangibles</u>

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 for the premises located at 50 Northwestern Drive, Salem, NH 03079

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):".

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 - 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
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, Commerical PV Ground - 2022-09
OM58	OM58 - Wispering Pines PM
	Talta 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

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	*na*
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*
Contract Finance	
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	*na*
Peck Investment Properties Gallup Court	*na*
Allen Street Solar	*na*
Bridge Street Solar	*na*
Novus Rock Pit	*na*
CSA Parma Solar 1, LLC	*na*
CDG Huron Solar 1, LLC	*na*
CDG Sodus Solar 1, LLC	*na*
Conway 302 Solar, LLC	*na*
NESG Lasconia 1 Solar, LLC	*na*

Personal Property

1. 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	OM66
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, 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 (2014)	7	54722317721	1600 Town Hill Road, New Haven VT 05472	MIDD NAT	OM74
Hartland (2014)	8	47106174668	314 Clay Hill Rd., Hartland VT 05048	Hartford Town	OM64
Gervaise (2014)	9	58555525219	1330 Twitchell Hill Road, New Haven VT 05472	Town of Middlebury	OM73
UVM Hort (2023)	10	-	South Burlington, VT 05403	N/A	OM0651

2. iSUN Depreciable Assets as follows:

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	09/26/2017	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 FI1000-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. SunCommon Operating Inventory as follows:

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" (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)

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	SOLAREDGE P340, 340 WATT SE OPTIMIZER
SE-P370	SOLAREDGE P370, 370 WATT SE OPTIMIZER
SE-P400 OPT	SOLAREDGE P400-2NM4ARM 400 WATT SE OPTIMIZER
SE-P401	SOLAREDGE 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	SOLAREDGE SE11400SV 11.4 KW SINGLE PHASE INVERTER
SE3000 H-US	SOLAREDGE SE3000 HUS SINGLE PHASE INVERTER w/AC RSD
SE3800 H-US	SOLAREDGE SE3800 HUS SINGLE PHASE INVERTER w/AC RSD
SE5000 H-US	SOLAREDGE SE5000 HUS SINGLE PHASE INVERTER w/AC RSD
SE6000 H-US	SOLAREDGE SE6000 HUS SINGLE PHASE INVERTER w/AC RSD
SE7600 H-US	SOLAREDGE 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. SunCommon Depreciable Assets

Asset A/C# Description	Date Acq	Description
Furniture and Fixtures	01/12/2012	Office funiture
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 Offic
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 Exacttime 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 (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	09/21/2023	Bravo Star Contrator Trailer (Perfection)

Grand totals: 15500 (42 assets)

SunCommon Depreciable Assets (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 acessories for Ford450
Vehicles	04/04/2019	Add-on acessories for Ford450
Vehicles	04/04/2019	Add-on acessories 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#1GTG68E3XF1120533
Vehicles	09/30/2020	Upfit for Ford F-450
Vehicles	10/26/2020	2018 RAV4 - Unit 644434 - JTMRJREV0JD163741(inlcudes 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

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 wraping
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 wraping
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 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: C1mn8cfkdty3
Computer Equipment	02/26/2015	13 in MacBook Pro sn: c1mn8cp8dty3
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: CPWNF2QXDTY3
Computer Equipment	05/14/2015	S/n S42BA0814FB012348
Computer Equipment	05/27/2015	MacBook Pro SC1MP3ROZDTY3
Computer Equipment	05/27/2015	MacBook Pro SC1MP6S2XDTY3
Computer Equipment	05/27/2015	MacBook Pro SC1MP3R1NDTY3
Computer Equipment	05/27/2015	MacBook Pro SC1MP6S0GDTY3
Computer Equipment	05/27/2015	MacBook Pro SC1MP6S2JDTY3
Computer Equipment	05/27/2015	MacBook Pro SC1MP6S2XDTY3
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 SC1MNDJ52DTY3
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#FVFYR2TTHV2H
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 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 (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" MackBook 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 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

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 $85,000.

- Vermont Economic Development Authority pursuant to certain assets related to Sun CSA 36, LLC in an amount not to exceed $125,000.

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 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

Schedule 1.1(d)- Sellers' Permits

1. Liberty Electric, Inc., MA Registered Electrical Business License No: 3388 A1

Schedule 4.6 – Cure Payments

1. All Cure Payments for Assumed Contracts to be set forth on the "Assumption Notice" to be filed by Sellers

Schedule 4.8- Intellectual Property Used by Third Parties

None.

<u>Schedule 4.10- Labor Matters</u>

1. IBEW Local Union 567 – Mechanics' lien for delinquent benefits – Notice of Mechanics' Lien Recorded in the Aroostook County (South) Registry of Deeds.
2. IBEW Local 300 – Union Benefit funds settlement payments.
3. 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 ENVIRONEMNTAL v. iSUN Corporate, LLC
State of North Carolina
Docket No. 24-CV-069

GREEN MOUNTAIN ELECTRIC SUPPLY v. THE UNIVERSITY OF VERMONT; iSUN Industrial, LLC
State of Vermont
Docket No. 24-CV-02030

LACKVIEW LOAN SERVICING LCC v. Hudson Valley Clean Energy, Inc. d/b/a SunCommon
State of Vermont
Docket No. 2023-54677

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

RUSTY RENDON v iSUN, Inc.
Superior Court of California
Case Number 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, ANDY CHILDS, and MELISSA OBEGI v. iSUN, Inc., Andy Matthy, Stewart Martin, and Claudia Meer
State of Vermont
Docket No. 24-CV-02097

EXHIBIT A- Bill of Sale

EXHIBIT B- Assumption and Assignment Agreement

EXHIBIT C- Bid Procedures Order