IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

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In re:)	Chapter 11
SUNPOWER CORPORATION, et al.,1)	Case No. 24-11649 (CTG)
Debtors.)	(Jointly Administered)
)	,

GLOBAL NOTES, METHODOLOGY AND SPECIFIC DISCLOSURES REGARDING THE DEBTORS' SCHEDULES OF ASSETS AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS

Introduction

The above captioned debtors and debtors-in-possession (collectively, the "<u>Debtors</u>"),² with the assistance of their proposed advisors, have filed their respective Schedules of Assets and Liabilities (the "*Schedules*") and Statements of Financial Affairs (the "*Statements*") with the United States Bankruptcy Court for the District of Delaware (the "*Bankruptcy Court*"), pursuant to section 521 of title 11 of the United States Code (the "*Bankruptcy Code*") and Rule 1007 of the Federal Rules of Bankruptcy Procedure (the "*Bankruptcy Rules*").

These Global Notes, Methodology, and Specific Disclosures Regarding the Debtors' Schedules of Assets and Liabilities and Statements of Financial Affairs (the "Global Notes") pertain to, are incorporated by reference in, and comprise an integral part of all of the Debtors' Schedules and Statements. The Global Notes should be referred to, considered, and reviewed in connection with any review of the Schedules and Statements.

The Schedules and Statements do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles in the United States ("GAAP"), nor are they intended to be fully reconciled with the financial statements of each Debtor. Additionally, the Schedules and Statements contain unaudited information that is subject to further review and potential adjustment and reflect the Debtors' reasonable best efforts to report the assets and

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: SunPower Corporation (8969); SunPower Corporation, Systems (8962); SunPower Capital, LLC (8450); SunPower Capital Services, LLC (9910); SunPower HoldCo, LLC (0454); SunPower North America, LLC (0194); Blue Raven Solar, LLC (3692); Blue Raven Solar Holdings, LLC (4577); BRS Field Ops, LLC (2370); and Falcon Acquisition HoldCo, Inc. (3335). The location of the Debtors' service address for purposes of these chapter 11 cases is: 880 Harbour Way South, Suite 600, Richmond, CA 94804.

A detailed description of the Debtors and their business, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in the *Declaration of Matthew Henry, Chief Transformation Officer of SunPower Corporation., in Support of Chapter 11 Filing and First Day Motions* (the "First Day Declaration"), filed on August 5, 2024 (the "Petition Date") and incorporated by reference herein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

liabilities of each Debtor on an unconsolidated basis. Moreover, given, among other things, the uncertainty surrounding the collection and ownership of certain assets and the valuation and nature of certain liabilities, to the extent that a Debtor shows more assets than liabilities, this is not an admission that the Debtor was solvent as of the Petition Date (as defined herein) or at any time before the Petition Date. Likewise, to the extent a Debtor shows more liabilities than assets, this is not an admission that the Debtor was insolvent at the Petition Date or any time before the Petition Date.

In preparing the Schedules and Statements, the Debtors relied upon information derived from their books and records that was available at the time of such preparation. Although the Debtors have made reasonable efforts to ensure the accuracy and completeness of such financial information, inadvertent errors or omissions, as well as the discovery of conflicting, revised, or subsequent information, may cause a material change to the Schedules and Statements. Accordingly, the Debtors reserve all of their rights to amend, supplement, or otherwise modify the Schedules and Statements as is necessary and appropriate.

Mr. Matthew Henry has signed each of the Schedules and Statements. Mr. Henry is the Chief Transformation Officer, Authorized Officer, or has signing authority for each of the Debtor entities. In reviewing and signing the Schedules and Statements, Mr. Henry has relied upon the efforts, statements, and representations of various personnel employed by the Debtors and their advisors. Mr. Henry has not (and could not have) personally verified the accuracy of each statement and representation contained in the Schedules and Statements, including statements and representations concerning amounts owed to creditors.

The Debtors and their agents, attorneys, and advisors do not guarantee or warrant the accuracy or completeness of the data that is provided herein and shall not be liable for any loss or injury arising out of or caused in whole or in part by the acts, errors, or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the information contained herein or the Schedules and Statements. In no event shall the Debtors or their agents, attorneys, and advisors be liable to any third party for any direct, incidental, consequential, or special damages (including, but not limited to, damages arising from the disallowance of a potential claim against the Debtors or damages to business reputation, lost business, or lost profits), whether foreseeable or not and however caused, even if the Debtors or their agents, attorneys, and advisors are advised of the possibility of such damages. The Debtors and their agents, attorneys, and advisors expressly do not undertake any obligation to update, modify, revise, or recategorize the information provided herein, or to notify any third party should the information be updated, modified, revised, or recategorized, except as required by applicable law or order of the Bankruptcy Court.

These Global Notes supplement and are in addition to any specific notes contained in any Debtor's Schedules or Statements. Furthermore, the fact that the Debtors have prepared Global Notes or specific notes with respect to any information in the Schedules and Statements and not to other information in the Schedules and Statements should not be interpreted as a decision by the Debtors to exclude the applicability of such Global Notes or specific notes to the rest of the Debtors' Schedules and Statements, as appropriate.

Disclosure of information in one or more Schedules, one or more Statements, or one or more exhibits or attachments to the Schedules or Statements, even if incorrectly placed, shall be deemed to be disclosed in the correct Schedules, Statements, exhibits, or attachments.

Global Notes and Overview of Methodology

Global Notes Control. These Global Notes pertain to and comprise an integral part of each of the Debtors' Schedules and Statements and should be referenced in connection with any review thereof. In the event that the Schedules and Statements differ from the Global Notes, the Global Notes shall control.

Reservation of Rights. Reasonable efforts have been made to prepare and file complete and accurate Schedules and Statements; however, inadvertent errors or omissions may exist. The Debtors reserve all rights to amend or supplement the Schedules and Statements from time to time, in all respects, as may be necessary or appropriate, including, without limitation, the right to amend the Schedules and Statements with respect to any claim ("Claim") description, designation, or Debtor against which the Claim is asserted; dispute or otherwise assert offsets or defenses to any Claim reflected in the Schedules and Statements as to amount, liability, priority, status, or classification; subsequently designate any Claim as "disputed," "contingent," or "unliquidated;" or object to the extent, validity, enforceability, priority, or avoidability of any Claim. Any failure to designate a Claim in the Schedules and Statements as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtors that such Claim or amount is not "disputed," "contingent," or "unliquidated." Listing a Claim does not constitute an admission of liability by the Debtor against which the Claim is listed or against any of the Debtors. Furthermore, nothing contained in the Schedules and Statements shall constitute a waiver of rights with respect to the Debtors' chapter 11 cases, including, without limitation, issues involving Claims, substantive consolidation, defenses, equitable subordination, recharacterization, and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws to recover assets or avoid transfers. Any specific reservation of rights contained elsewhere in the Global Notes does not limit in any respect the general reservation of rights contained in this paragraph.

The listing in the Schedules or Statements by the Debtors of any obligation between a Debtor and another Debtor or between a Debtor and a non-Debtor affiliate is a statement of what appears in a particular Debtor's books and records and does not reflect any admission or conclusion of the Debtors regarding whether such amount would be allowed as a Claim or how such obligations may be classified and/or characterized in a plan of reorganization or by the Bankruptcy Court. The Debtors reserve all rights with respect to such obligations.

<u>Description of Cases</u>. On August 5, 2024 (the "*Petition Date*"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On August 7, 2024, the Bankruptcy Court entered an order directing procedural consolidation and joint administration of the Debtors' chapter 11 cases under case number 24-11649 (CTG) [Docket No. 78].

<u>Net Book Value of Assets</u>. It would be prohibitively expensive, unduly burdensome and an inefficient use of estate assets for the Debtors to obtain current market valuations for all of their assets. Accordingly, unless otherwise indicated, the Debtors' Schedules and Statements reflect net book values as of July 31, 2024. Additionally, because the book values of assets such as patents, trademarks, and copyrights may materially differ from their fair market values, they are listed as unknown amounts as of the Petition Date. Furthermore, assets which have fully depreciated or were expensed for accounting purposes do not appear in these Schedules and Statements, as they have no net book value.

"As Of" Information Date. To the best of the Debtors' knowledge and except as otherwise noted herein, the asset information provided herein represents the asset data of the Debtors as of July 31, 2024, unless values as of the Petition Date were readily available, and the liability information provided herein represents the Debtors' data regarding their liabilities as of the close of business on the Petition Date. Amounts ultimately realized may vary from net book value (or the applicable value ascribed herein) and such variance may be material. Accordingly, the Debtors reserve all of their rights to amend or adjust the value of each asset set forth herein. In addition, the amounts showing for total liabilities exclude items identified as "unknown," "disputed," "contingent," or "undetermined," and, thus, ultimate liabilities may differ materially from those stated in the Schedules and Statements.

<u>Personal Property – Leased</u>. In the ordinary course of business, the Debtors may lease furniture, fixtures and office equipment from certain third-party lessors for use in the daily operation of their businesses. Nothing in the Schedules and Statements is or shall be construed as an admission regarding any determination as to the legal status of any lease (including whether any lease is a true lease or a financing arrangement), and the Debtors reserve all of their rights with respect to any such issue.

Recharacterization. Notwithstanding the Debtors' reasonable best efforts to properly characterize, classify, categorize, or designate certain Claims, assets, executory contracts, unexpired leases, and other items reported in the Schedules and Statements, the Debtors may nevertheless have improperly characterized, classified, categorized, designated, or omitted certain items due to the complexity and size of the Debtors' business. Accordingly, the Debtors reserve all of their rights to recharacterize, reclassify, recategorize, redesignate, add, or delete items reported in the Schedules and Statements at a later time as is necessary or appropriate as additional information becomes available, including, without limitation, whether contracts or leases listed herein were deemed executory or unexpired as of the Petition Date and remain executory and unexpired postpetition.

<u>Liabilities</u>. The Debtors allocated liabilities between the prepetition and postpetition periods based on the information available and research conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between the prepetition and postpetition periods may change. Accordingly, the Debtors reserve all of their rights to amend, supplement, or otherwise modify the Schedules and Statements as is necessary and appropriate.

The liabilities listed on the Schedules do not reflect any analysis of claims under section 503(b)(9) of the Bankruptcy Code. Accordingly, the Debtors reserve all of their rights to dispute or challenge

the validity of any asserted claims under section 503(b)(9) of the Bankruptcy Code or the characterization of the structure of any such transaction or any document or instrument related to any creditor's claim.

<u>Insiders</u>. For purposes of the Schedules and Statements, the Debtors define "insiders" to include the following: (a) directors; (b) officers; (c) shareholders holding in excess of 5% of the voting shares of one of the Debtor entities (whether directly or indirectly); (d) relatives of directors, officers or shareholders of the Debtors (to the extent known by the Debtors); and (e) Debtor/non-Debtor affiliates.

Persons listed as "insiders" have been included for informational purposes only. The Debtors do not take any position with respect to: (a) such person's influence over the control of the Debtors; (b) the management responsibilities or functions of such individual; (c) the decision-making or corporate authority of such individual; or (d) whether such individual could successfully argue that he or she is not an "insider" under applicable law, including the federal securities laws, or with respect to any theories of liability or for any other purpose. The listing or omission of a party as an insider for purposes of the Schedules and Statements is for informational purposes and is not intended to be, nor should it be, construed as an admission that those parties are insiders for purpose of section 101(31) of the Bankruptcy Code.

<u>Intellectual Property Rights</u>. Exclusion of certain intellectual property shall not be construed as an admission that such intellectual property rights have been abandoned, terminated, assigned, expired by their terms or otherwise transferred pursuant to a sale, acquisition, or other transaction. Conversely, inclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have not been abandoned, terminated, assigned, expired by their terms or otherwise transferred pursuant to a sale, acquisition or other transaction.

In addition, although the Debtors have made diligent efforts to attribute intellectual property to the rightful Debtor entity, in certain instances, intellectual property owned by one Debtor may, in fact, be owned by another. Accordingly, the Debtors reserve all of their rights with respect to the legal status of any and all such intellectual property rights.

Executory Contracts. Although the Debtors made diligent attempts to attribute an executory contract to its rightful Debtor, in certain instances, the Debtors may have inadvertently failed to do so. Accordingly, the Debtors reserve all of their rights with respect to the named parties of any and all executory contracts, including the right to amend Schedule G. In addition, although the Debtors have made diligent attempts to properly identify executory contracts and unexpired leases, the inclusion of a contract or lease on Schedule G does not constitute an admission as to the executory or unexpired nature (or non-executory or expired nature) of the contract or lease, or an admission as to the existence or validity of any claims held by any counterparty to such contract or lease. Furthermore, while the Debtors have made diligent attempts to properly identify all executory contracts and unexpired leases, inadvertent errors, omissions, or over inclusion may have occurred.

<u>Classifications</u>. Listing a claim on (a) Schedule D as "secured," (b) Schedule E as "priority," (c) Schedule F as "unsecured" or (d) listing a contract or lease on Schedule G as "executory" or "unexpired," does not constitute an admission by the Debtors of the legal rights of the claimant or

a waiver of the Debtors' rights to recharacterize or reclassify such claims or contracts or leases or to setoff of such claims.

<u>Claims Description</u>. Schedules D, E and F permit each of the Debtors to designate a claim as "disputed," "contingent" and/or "unliquidated." Any failure to designate a claim on a given Debtor's Schedules as "disputed," "contingent" or "unliquidated" does not constitute an admission by that Debtor that such amount is not "disputed," "contingent" or "unliquidated," or that such claim is not subject to objection. The Debtors reserve all of their rights to dispute, or assert offsets or defenses to, any claim reflected on their respective Schedules and Statements on any grounds, including liability or classification. Additionally, the Debtors expressly reserve all of their rights to subsequently designate such claims as "disputed," "contingent" or "unliquidated." Moreover, listing a claim does not constitute an admission of liability by the Debtors.

<u>Excluded Assets and Liabilities.</u> The Debtors have excluded certain categories of assets, tax accruals, and liabilities from the Schedules and Statements, including, without limitation, accrued salaries, employee benefit accruals, and accrued accounts payable. In addition, and as set forth herein, the Debtors may have excluded amounts for which the Debtors have been granted authority to pay pursuant to orders entered by the Bankruptcy Court.

The Debtors also have excluded rejection damage Claims of counterparties to executory contracts and unexpired leases that may be rejected. In addition, certain immaterial assets and liabilities may have been excluded.

Causes of Action. Despite their reasonable efforts to identify all known assets, the Debtors may not have listed all of their causes of action or potential causes of action against third-parties as assets in the Schedules and Statements, including, without limitation, causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws to recover assets or avoid transfers. The Debtors reserve all of their rights with respect to any cause of action (including avoidance actions), controversy, right of setoff, cross-Claim, counter-Claim, or recoupment and any Claim on account of a contract or for breaches of duty imposed by law or in equity, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, whether asserted directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law, or in equity, or pursuant to any other theory of law (collectively, "Causes of Action") they may have, and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any Claims or Causes of Action or in any way prejudice or impair the assertion of such Claims or Causes of Action.

In the ordinary course of their business, from time to time, the Debtors become involved in litigation and informal disputes among third parties because the Debtors may hold funds that are the subject of the dispute. Where litigation has commenced, the funds in question are interpled into the applicable court; in other instances, i.e., where there is a dispute but no cause of action has been commenced, the Debtors hold the funds on account in suspense. Upon the conclusion or settlement of the litigation matter, the court typically orders that the interpled funds be paid to the appropriate party. With respect to informal disputes, upon receipt of a fully executed settlement

agreement or similar evidence of properly cured title, the Debtors release the funds in question to the appropriate third party as directed by the settlement agreement. Because these funds are not property of their estates, the Debtors do not believe that they have any liability on account of such litigation. As such, informal disputes are not included in the Statements and Schedules.

<u>Summary of Significant Reporting Policies</u>. The following is a summary of significant reporting policies:

- a. <u>Unknown Amounts</u>. The description of an amount as "unknown," "TBD" or "undetermined" is not intended to reflect upon the materiality of such amount.
- b. <u>Totals</u>. All totals that are included in the Schedules and Statements represent totals of all known amounts. To the extent there are unknown or undetermined amounts, the actual total may be different than the listed total.
- c. Paid Claims. The Debtors have authority to pay certain outstanding prepetition payables pursuant to various Bankruptcy Court orders. Accordingly, certain outstanding liabilities may have been reduced by postpetition payments made on account of prepetition liabilities. In most instances, as applicable, the Debtors have omitted listing those prepetition liabilities which have been fully satisfied prior to the filing of these Schedules or reduced the remaining liability to reflect payments described herein. To the extent the Debtors pay any of the liabilities listed in the Schedules pursuant to any orders entered by the Bankruptcy Court, the Debtors reserve all of their rights to amend or supplement the Schedules or take other action as is necessary and appropriate to avoid over-payment of or duplicate payments for any such liabilities.
- d. <u>Liens</u>. Property and equipment listed in the Schedules are presented without consideration of any liens that may attach (or have attached) to such property and equipment.
- e. <u>Currency</u>. Unless otherwise indicated, all amounts are reflected in U.S. dollars.

<u>Credits and Adjustments.</u> The claims of individual creditors for, among other things, goods, products, services, or taxes are listed as the amounts entered on the Debtors' books and records and may not reflect credits, allowances, or other adjustments due from such creditors to the Debtors. The Debtors reserve all of their rights with regard to such credits, allowances, and other adjustments, including the right to assert claims objections and/or setoffs with respect to the same.

<u>Setoffs</u>. The Debtors incur certain setoffs, net payments, and other similar rights during the ordinary course of business. Offsets in the ordinary course can result from various items, including,

without limitation, but not limited to, intercompany transactions, counterparty settlements, pricing discrepancies, credits, rebates, returns, refunds, negotiations, and/or disputes between the Debtors and their customers and/or suppliers. These offsets and other similar rights are consistent with the ordinary course of business in the Debtors' industry and are not tracked separately. Therefore, although such offsets and other similar rights may have been accounted for when certain amounts were included in the Schedules, offsets are not independently accounted for, and as such, are excluded from the Schedules.

Estimates. To close the books and records of the Debtors as of the Petition Date and to prepare such information on a legal entity basis, the Debtors were required to make estimates, allocations, and assumptions that affect the reported amounts of assets, liabilities, revenue and expenses as of the Petition Date. The Debtors reserve all rights, but shall not be required, to amend the reported amounts of assets, revenue, and expenses to reflect changes in those estimates and assumptions.

Specific Disclosures with Respect to the Debtors' Schedules

<u>Schedules Summary.</u> Except as otherwise noted, the asset information provided herein represents the Debtors' data regarding their assets as of July 31, 2024, unless values as of the Petition Date were readily available, and the liability information provided herein represents the Debtors' data regarding their liabilities as of the close of business on the Petition Date. The Debtors have excluded amounts where the prepetition liability has been reduced by postpetition payments pursuant to certain first-day relief.

For financial reporting purposes, the Debtors ordinarily prepare consolidated financial statements. Unlike the consolidated financial statements, the Schedules reflect the assets and liabilities of each Debtor on a nonconsolidated basis, except where otherwise indicated. Accordingly, the totals listed in the Schedules will likely differ, at times materially, from the consolidated financial reports prepared by the Debtors for financial reporting purposes or otherwise.

The Schedules do not purport to represent financial statements prepared in accordance with GAAP, nor are they intended to be fully reconciled with the financial statements of each Debtor. Additionally, the Schedules contain unaudited information that is subject to further review and potential adjustment, and reflect the Debtors' reasonable best efforts to report the assets and liabilities of each Debtor on an unconsolidated basis. Moreover, given, among other things, the uncertainty surrounding the collection and ownership of certain assets and the valuation and nature of certain liabilities, to the extent that a Debtor shows more assets than liabilities, this is not an admission that the Debtor was solvent as of the Petition Date or at any time before the Petition Date. Likewise, to the extent a Debtor shows more liabilities than assets, this is not an admission that the Debtor was insolvent as of the Petition Date or at any time before the Petition

Certain of the Debtors' assets, liabilities, and prepetition payments may properly be disclosed in multiple parts of the Statements and Schedules. To the extent these disclosures would be duplicative, the Debtors have determined to only list such assets, liabilities, and prepetition payments once.

Contracts and leases listed in the Schedules and Statements may be umbrella or master agreements that cover relationships with some or all of the Debtors. Where relevant, such agreements have been listed in the Schedules and Statements only of the Debtor that signed the original umbrella or master agreement. Other Debtors, however, may be liable together with such Debtor on account of such agreements and the Debtors reserve all rights to amend the Schedules and Statements to reflect changes regarding the liability of the Debtors with respect to such agreements, if appropriate. Additionally, by listing an umbrella or master agreement in these Schedules and Statements, the Debtors make no representation as to the severability of such agreements and their related contracts and leases, including any subleases, and the Debtors reserve any and all rights with respect to any arguments or claims it may have in regard to the severability of such agreements.

Schedule A/B 2 and A/B 3. Cash balances are listed as of the Petition Date. Details with respect to the Debtors' cash management system and bank accounts are provided in the Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Business Forms, (D) Continue to Perform Intercompany Transactions, and (II) Granting Related Relief [Docket No. 4] (the "Cash Management Motion").

<u>Schedule A/B 15</u>. Equity interests in subsidiaries arise from common stock ownership or member interests. Each Debtor's "Schedule B – Personal Property" lists such Debtor's ownership interests, if any, in subsidiaries. For purposes of these Statements and Schedules, the Debtors have listed the value of such ownership interests as unknown because the fair market value of such stock or interests is dependent on numerous variables and factors and may differ significantly from the net book value.

<u>Schedules A/B 59-69.</u> Intangibles and Intellectual Property listed in Schedules A/B 59-69 are listed as an unknown amount. The fair market value of such ownership is dependent on numerous variables and factors and may differ significantly from their net book value.

<u>Schedule A/B 72.</u> Due to an anticipated change in control, existing NOLs and various tax credits may be eliminated as part of the transaction and are, therefore, characterized with an undetermined value in this Schedule.

<u>Schedule A/B 73.</u> The Debtors have included a listing of their insurance policies in response to Question 73, however, a determination as to the surrender or refund value of each of the insurance policies has not been made and, therefore, the balance is listed as undetermined.

<u>Schedules A/B 74 and A/B 75.</u> In the ordinary course of their businesses, the Debtors may have accrued, or may subsequently accrue, certain rights to counterclaims, setoffs, credits, refunds, or rebates. Additionally, certain of the Debtors may be a party to pending litigation in which the Debtors have asserted, or may assert, Claims as a plaintiff or counterclaims as a defendant. Because such Claims are unknown to the Debtors and not quantifiable as of the Petition Date, they may not be listed in the Schedules. The Debtors' failure to list any cause of action, claim, or right of any nature is not an admission that such cause of action, claim, or right does not exist, and should not be construed as a waiver of such cause of action, claim, or right.

<u>Schedule D.</u> The Debtors have not included parties that may believe their Claims are secured through setoff rights or inchoate statutory lien rights. The amounts outstanding under the Debtors' prepetition secured credit facilities reflect approximate amounts as of the Petition Date.

With respect to the Claims listed on Schedule D, reference to the applicable loan agreements and related documents is necessary for a complete description of the collateral and the nature, extent, and priority of liens. Nothing in the Global Notes or the Schedules and Statements shall be deemed a modification or interpretation of the terms of such agreements. Except as specifically stated on Schedule D, real property lessors, utility companies, and other parties that may hold security deposits have not been listed on Schedule D. In addition, unless otherwise stated, the Debtors have not included on Schedule D parties that may hold liens on personal property or in connection with equipment leases. The Debtors reserve all of their rights to amend Schedule D. Nothing herein shall be construed as an admission by the Debtors of the legal rights of the claimant or a waiver of the Debtors' rights to recharacterize or reclassify such Claim or contract.

Schedule E/F. The Bankruptcy Court has authorized the Debtors, in their discretion, to pay certain liabilities that may be entitled to priority under the applicable provisions of the Bankruptcy Code. For example, on August 7, 2024, the Bankruptcy Court entered the Interim Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs; and (II) Granting Related Relief [Docket No. 87]; the Interim Order (I) Authorizing the Debtors to (A) Continue to Operate the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Business Forms, (D) Continue to Perform Intercompany Transactions, and (II) *Granting Related Relief* [Docket No. 82]; the *Interim Order (I) Authorizing the Payment of Certain* Prepetition and Postpetition Taxes and Fees and (II) Granting Related Relief [Docket No. 89]; the Interim Order (I) Authorizing the Debtors to Pay Prepetition Claims of Certain Critical Vendors, 503(b)(9) Claimants, and Lien Claimants, (II) Granting Administrative Expense Priority to All Undisputed Obligations on Account of Outstanding Orders, and (III) Granting Related Relief [Docket No. 88]; and the Interim Order (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage Entered into Prepetition and Pay Related Prepetition Obligations, and (B) Renew, Supplement, Modify, or Purchase Insurance and Surety Coverage, and (II) Granting Related Relief [Docket No. 84]. To the extent that applicable Claims have been paid under one or more of the foregoing orders or any final orders authorizing such relief, such Claims may not be included in Schedule E/F. To the extent that partial payments on a claim have been made postpetition with respect to the foregoing orders or other first day relief, the claims listed on Schedule E/F have not been reduced for such payments.

The Debtors' analysis of potential priority claims is ongoing and may take significant time to complete. Accordingly, some amounts on Schedule E/F may have been classified as non-priority pending conclusion of that analysis. The listing of any claim on Schedule E/F does not constitute an admission by the Debtors that such claim is entitled to priority treatment under section 507 of the Bankruptcy Code. The Debtors reserve their right to dispute the priority status of any claim on any basis.

The Debtors have used reasonable efforts to report all general unsecured Claims against the Debtors on Schedule E/F, based upon the Debtors' books and records as of the Petition Date.

Determining the date upon which each Claim on Schedule E/F was incurred or arose would be unduly burdensome and cost prohibitive and, therefore, the Debtors do not list a date for each Claim listed on Schedule E/F. Furthermore, claims listed on Schedule E/F have been aggregated by unique creditor name and remit to address and may include several dates of incurrence for the aggregate balance listed.

Schedule E/F may contain potential claims on account of pending litigation involving the Debtors. Each potential claim associated with any such pending litigation is marked as contingent, unliquidated, and disputed in the Schedules and Statements. Some of the potential litigation claims listed on Schedule E/F may be subject to subordination pursuant to section 510 of the Bankruptcy Code.

Schedule E/F may also include potential or threatened litigation claims. Any information contained in Schedule E/F with respect to such potential litigation shall not be a binding representation of the Debtors' liabilities with respect to any of the potential suits and proceedings included therein.

Schedule E/F reflects the prepetition amounts owing to counterparties to executory contracts and unexpired leases. Additionally, Schedule E/F does not include potential rejection damage Claims of the counterparties to executory contracts and unexpired leases that may be rejected.

Schedule E/F may reflect certain deposits that were provided to the Debtors prepetition by customers for future events. Certain of these deposits may have been applied postpetition in cases where the events have occurred. The amounts reflected on Schedule E/F have not been reduced for the application of such deposits.

Schedule G. Although reasonable efforts have been made to ensure the accuracy of each Debtor's Schedule G, inadvertent errors may have occurred. Certain information, such as the contact information of the counterparty, may not be included where such information could not be obtained using the Debtors' reasonable efforts. Listing a contract or agreement on Schedule G does not constitute an admission that such contract or agreement was an executory contract or unexpired lease as of the Petition Date or is valid or enforceable. The Debtors hereby reserve all of their rights to dispute the validity, status, or enforceability of any contracts, agreements, or leases set forth on Schedule G and to amend or supplement Schedule G as necessary. Certain of the leases and contracts listed on Schedule G may contain certain renewal options, guarantees of payment, indemnifications, options to purchase, rights of first refusal and other miscellaneous rights. Such rights, powers, duties and obligations are not set forth separately on Schedule G.

Certain of the contracts and agreements listed on Schedule G may consist of several parts, including, purchase orders, amendments, restatements, waivers, letters and other documents that may not be listed on Schedule G or that may be listed as a single entry. In some cases, the same supplier or provider appears multiple times on Schedule G. This multiple listing is intended to reflect distinct agreements between the applicable Debtor and such supplier or provider. The Debtors expressly reserve their rights to challenge whether such related materials constitute an executory contract, a single contract or agreement, or multiple, severable, or separate contracts. The contracts, agreements, and leases listed on Schedule G may have expired or may have been

modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters, memoranda and other documents, instruments, and agreements that may not be listed therein despite the Debtors' use of reasonable efforts to identify such documents. Further, unless otherwise specified on Schedule G, each executory contract or unexpired lease listed thereon shall include all exhibits, schedules, riders, modifications, declarations, amendments, supplements, attachments, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without respect to whether such agreement, instrument, or other document is listed thereon.

In addition, the Debtors may have entered into various other types of agreements in the ordinary course of their businesses, such as subordination, nondisturbance, and attornment agreements, supplemental agreements, settlement agreements, amendments/letter agreements, title agreements and confidentiality agreements. Such documents may not be set forth on Schedule G. Further, the Debtors reserve all of their rights to alter or amend these Schedules to the extent that additional information regarding the Debtor obligor to such executory contracts becomes available. Certain of the executory agreements may not have been memorialized and could be subject to dispute. Executory agreements that are oral in nature have not been included on Schedule G.

The Debtors reserve all of their rights, Claims, and causes of action with respect to the contracts on Schedule G, including the right to dispute or challenge the characterization of the structure of any transaction or any document or instrument related to a creditor's Claim.

Omission of a contract or agreement from Schedule G does not constitute an admission that such omitted contract or agreement is not an executory contract or unexpired lease. The Debtors' rights under the Bankruptcy Code with respect to any such omitted contracts or agreements are not impaired by the omission. Schedule G may be amended at any time to add any omitted contract, agreement or lease.

Consistent with the Interim Order (I) Authorizing the Debtors To (A) File a Consolidated List of Creditors In Lieu of Submitting a Separate Mailing Matrix for Each Debtor, (B) File a Consolidated List of the Debtors' Thirty Largest Unsecured Creditors, (C) Serve Certain Parties in Interest by Email, (D) Approve the Form and Manner of Service of the Notice of Commencement, (E) Redact or Withhold Certain Confidential Information of Customers, and (F) Redact Certain Personally Identifiable Information of Individuals; (II) Waiving the Requirement to File a List of Equity Security Holders and Provide Notices Directly to Equity Security Holders; and (III) Granting Related Relief [Docket No. 83], contracts with individual customers do not appear on Schedule G.

<u>Schedule H.</u> For purposes of Schedule H, the Debtors that are either the principal obligors or guarantors under the prepetition debt facilities are listed as Co-Debtors on Schedule H. The Debtors may not have identified certain guarantees associated with the Debtors' executory contracts, unexpired leases, secured financings, debt instruments, and other such agreements. The Debtors reserve all of their rights to amend the Schedules to the extent that additional guarantees are identified or such guarantees are discovered to have expired or be unenforceable.

In the ordinary course of their businesses, the Debtors may be involved in pending or threatened litigation. These matters may involve multiple plaintiffs and defendants, some or all of whom may assert cross-Claims and counter-Claims against other parties. Because all such Claims are contingent, disputed, or unliquidated, such Claims have not been set forth individually on Schedule H. Litigation matters can be found on each Debtor's Schedule E/F and Statement 7, as applicable.

Specific Disclosures with Respect to the Debtors' Statements

Part 1, Statement 1 & 2. Revenue amounts listed are through August 5, 2024.

<u>Part 2, Statement 3.</u> Statement 3 includes any disbursement or other transfer made by the Debtors within 90 days before the Petition Date except for those made to insiders (which payments appear in response to Statement 4), employees, and bankruptcy professionals (which payments appear in response to Statement 11). The amounts listed in Statement 3 reflect the Debtors' disbursements netted against any check level detail; thus, to the extent a disbursement was made to pay for multiple invoices, only one entry has been listed on Statement 3. All disbursements listed on Statement 3 are made through the Debtors' cash management system.

<u>Part 2, Statement 4.</u> With respect to individuals, the amounts listed reflect certain payments and transfers to such individuals, including, without limitation, compensation, bonus (if any), expense reimbursement, and/or severance and the like.

Solely for purposes of the Schedules and Statements, the Debtors define "Insiders" to include the following: (a) directors; (b) officers; (c) shareholders holding in excess of 5% of the voting shares of one of the Debtor entities (whether directly or indirectly); (d) relatives of directors, officers or shareholders of the Debtors (to the extent known by the Debtors); and (e) Debtor/non-Debtor affiliates. The listing of a party as an Insider in the Schedules and Statements, however, is not intended to be, nor shall be, construed as a legal characterization or determination of such party as an actual insider and does not act as an admission of any fact, claim, right or defense, and all such rights, claims, and defenses are hereby expressly reserved. Furthermore, the Debtors have excluded corporate card use from this disclosure.

Board member fees and certain travel expenses for Directors designated by Sol Holding are paid by TotalEnergies and/or GIP and, thus, not included in this response. The Debtors cover certain *de minimis* travel expenses for these directors including, but not limited to, lodging and car service to and from the airport. These expenses are not traced to specific Board Members and are not included in response to this question.

<u>Part 2, Statement 6.</u> There may be instances where a setoff has occurred without the Debtors' knowledge.

<u>Part 3, Statement 7.</u> The Debtors reserve all rights with respect to the suits and proceedings included in Statement 7. Nothing contained herein shall be construed as an admission of liability or waiver of any right or defense.

<u>Part 6, Statement 11.</u> Payments related to bankruptcy are reflected on the Statement of the Debtor entity that made the payment, but are for the benefit of all Debtors. Furthermore, certain payments

to professionals included on Statement 11 may not have been made in relation to bankruptcy preparation and may be included on this response.

<u>Part 13, Statement 26d.</u> The Debtors have provided unaudited financial statements in the ordinary course of their businesses to numerous financial institutions, creditors, and other parties within two years immediately before the Petition Date. The disclosure of each of such parties would be impractical and burdensome as the Debtors generally do not track such sharing. Moreover, the parties with which the Debtors have shared such financial statements may in turn further share the financial statements with other entities without the Debtors' knowledge or consent.

<u>Part 13, Statement 30</u>. The responses to this item are included in Statement 4.

Fill in this information to identify the case:		
Debtor name SUNPOWER CAPITAL SERVICES, LLC		
United States Bankruptcy Court for the: District of Delaware		
Case number (If known): 24-11655		Check if this is an amended filing
Official Form 206Sum		
Summary of Assets and Liabilities for Non-Individuals		12/15
Part 1: Summary of Assets		
4. Calcadula A/D: Accepts Book and Borroanal Brancounts (Official Forms 2004/D)		
1. Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)		
1a. Real property: Copy line 88 from Schedule A/B	\$_	0.00
1b. Total personal property:		
Copy line 91A from Schedule A/B	\$_	490,231,619.14*
1c. Total of all property:		
Copy line 92 from <i>Schedule A/B</i>	\$_	490,231,619.14*
Part 2: Summary of Liabilities		
2. Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)		
Copy the total dollar amount listed in Column A, Amount of claim, from line 3 of Schedule D	\$_	Undetermined
3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)		
3a. Total claim amounts of priority unsecured claims: Copy the total claims from Part 1 from line 5a of Schedule E/F	\$_	0.00
3b. Total amount of claims of nonpriority amount of unsecured claims:		
Copy the total of the amount of claims from Part 2 from line 5b of Schedule E/F	+ \$_	610,537,760.39*
4. Total liabilities Lines 2 + 3a + 3b	\$_	610,537,760.39*

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Fill in this information to identify the case:	
Debtor name SUNPOWER CAPITAL SERVICES, LLC	
United States Bankruptcy Court for the: District of Delaware	Charle filling in
Case number (If known) 24-11655	☐ Check if this is an amended filing

Official Form 206A/B

Schedule A/B: Assets - Real and Personal Property

12/15

Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. Include all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties which have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts or unexpired leases. Also list them on Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G).

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, write the debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an additional sheet is attached, include the amounts from the attachment in the total for the pertinent part.

For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed asset schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.

Part 1: Cash and cash equivalents			
Does the debtor have any cash or cash equivalent	ents?		
☐ No. Go to Part 2.			
✓ Yes. Fill in the information below.			
All cash or cash equivalents owned or controll	ed by the debtor		Current value of debtor's interest
2. Cash on hand			\$0.00
3. Checking, savings, money market, or financial b	prokerage accounts (Identify a	all)	
Name of institution (bank or brokerage firm)	Type of account	Last 4 digits of account number	
3.1 KEYBANK	JOINT VENTURE	6 8 1 7	\$ 68,355.00
3.2 KEYBANK	JOINT VENTURE	6825	\$10,000.00
4. Other cash equivalents (Identify all)			
4.1 None			\$ 0.00
4.2		_	\$
			·
5. Total of Part 1			\$ 78,355.00
Add lines 2 through 4 (including amounts on any a	dditional sheets). Copy the tota	il to line 80.	,
Part 2: Deposits and prepayments			
6. Does the debtor have any deposits or prepayme	nts?		
☐ No.Go to Part 3.			
✓ Yes. Fill in the information below.			Current value of debtor's interest
7. Deposits, including security deposits and utility	deposits		
Description, including name of holder of deposit			
7.1 ILLINOIS REBATE COLLATERAL ACCOUNT			\$ 3,449,935.32
7.2			\$

ebtor	SUNPOWER CAPITAL SERVASSE 24-11655-CTG	Doc 5	Filed 09/18/24	Page 17 of 69	24-1165

Debtor	SUNPOWER CAPITAL SI Name	<u>-Ƙase, 24-11655-CTG</u>	Doc 5 Filed 09	/10/24 F@SFnumbber	African 24-11655
8. Pr	epayments, including	prepayments on executory con	tracts, leases, insurance, t	axes, and rent	
De	scription, including name	e of holder of prepayment			
8.1	None				\$0.00
8.2	2				\$
9. To	tal of Part 2.				¢ 2.440.035.33
Ad	d lines 7 through 8. Cop	y the total to line 81.			\$3,449,935.32
Part	3: Accounts receive	vable			
10. D	oes the debtor have ar	ny accounts receivable?			
	No. Go to Part 4.				
	Yes. Fill in the inform	ation below.			Current value of debtor's
					interest
11. A	ccounts receivable				
1	1a. 90 days old or less:			= →	\$
		face amount	doubtful or uncollectible acco		
1	1b. Over 90 days old:	10,336,895.54 face amount	- 1,330,627.24 doubtful or uncollectible according	= →	\$ 9,006,268.30
12. T	otal of Part 3	iass amount			
С	urrent value on lines 11a	a + 11b = line 12. Copy the total t	to line 82.		\$9,006,268.30
Part	4: Investments				
	Does the debtor own ar	ny investments?			
	Ooes the debtor own ar	ny investments?			
13. C				Valuation method used for current va	Current value of debtor's
13. [□	No. Go to Part 5. Yes. Fill in the inform		n Part 1		
13. □ ☑	No. Go to Part 5. Yes. Fill in the inform	ation below.	n Part 1		
13. □ ☑ ☑ 14. N	No. Go to Part 5. Yes. Fill in the inform	ation below.		used for current va	
13. □ ☑ ☑ 14. N	No. Go to Part 5. Yes. Fill in the inform futual funds or publicly ame of fund or stock: 1 None	ation below. y traded stocks not included in		used for current va	alue interest
13. [No. Go to Part 5. Yes. Fill in the inform futual funds or publicly ame of fund or stock: 1 None 2 lon-publicly traded stock	ation below. y traded stocks not included in	ed and unincorporated bus	used for current va	* 0.00
13. []	No. Go to Part 5. Yes. Fill in the inform flutual funds or publicly ame of fund or stock: 1 None 2 lon-publicly traded storncluding any interest in	ation below. y traded stocks not included in	ed and unincorporated bus venture	used for current va	* 0.00
13. I 14. N 14. 14. 15. N ii	No. Go to Part 5. Yes. Fill in the inform futual funds or publicly ame of fund or stock: 1 None 2 lon-publicly traded stock accluding any interest in	ation below. y traded stocks not included in ck and interests in incorporate n an LLC, partnership, or joint	ed and unincorporated bus venture % of ownership	inesses,	\$ 0.00
13. [No. Go to Part 5. Yes. Fill in the inform futual funds or publicly ame of fund or stock: 1 None 2 Ion-publicly traded storncluding any interest in ame of entity: 1 See Attached Rider	ation below. y traded stocks not included in ck and interests in incorporate in an LLC, partnership, or joint	ed and unincorporated bus venture % of ownership	inesses, %	\$ 0.00 \$ Undetermined
13. I 14. N 14. 14. 15. N ii	No. Go to Part 5. Yes. Fill in the inform futual funds or publicly ame of fund or stock: 1 None 2 Ion-publicly traded storncluding any interest in ame of entity: 1 See Attached Rider	ation below. y traded stocks not included in ck and interests in incorporate n an LLC, partnership, or joint	ed and unincorporated bus venture % of ownership	inesses,	\$ 0.00
13. I 14. N 14. 14. 15. N ii N 15. 15.	No. Go to Part 5. Yes. Fill in the inform flutual funds or publicly ame of fund or stock: 1 None 2 lon-publicly traded stochcluding any interest in ame of entity: 1 See Attached Rider 2	ation below. y traded stocks not included in ck and interests in incorporate in an LLC, partnership, or joint	ed and unincorporated bus venture % of ownership	inesses, %	\$ 0.00 \$ Undetermined
13. I 14. N 14. 14. 15. N ii N 15. 15.	No. Go to Part 5. Yes. Fill in the inform flutual funds or publicly ame of fund or stock: 1 None 2 lon-publicly traded stoncluding any interest in ame of entity: 1 See Attached Rider 2 Government bonds, cor	ation below. y traded stocks not included in ck and interests in incorporate in an LLC, partnership, or joint	ed and unincorporated bus venture % of ownership	inesses, %	\$ 0.00 \$ Undetermined
13. I 14. N 14. N 14. 15. N 15. N 15. 15.	No. Go to Part 5. Yes. Fill in the inform futual funds or publicly ame of fund or stock: 1 None 2 Ion-publicly traded storncluding any interest in ame of entity: 1 See Attached Rider 2 Government bonds, cornstruments not include escribe: 1 None	ation below. y traded stocks not included in ck and interests in incorporate in an LLC, partnership, or joint	ed and unincorporated bus venture % of ownership tiable and non-negotiable	inesses, %	\$ 0.00 \$ Undetermined \$
13. I 14. N 14. N 14. 15. N 15. N 15. 15.	No. Go to Part 5. Yes. Fill in the inform flutual funds or publicly ame of fund or stock: 1 None 2 lon-publicly traded sto- ncluding any interest in ame of entity: 1 See Attached Rider 2 Government bonds, cornstruments not include escribe: 1 None	ation below. y traded stocks not included in ck and interests in incorporate in an LLC, partnership, or joint of	ed and unincorporated bus venture % of ownership ———————————————————————————————————	inesses, %	\$ 0.00 \$ Undetermined \$ 0.00

Add lines 14 through 16. Copy the total to line 83.

17. Total of Part 4

Undetermined

inventory, excluding agriculture	assets			
18. Does the debtor own any inventory (excluding	ng agriculture assets)?		
☑ No. Go to Part 6.				
☐ Yes. Fill in the information below.				
General Description	Date of the last physical inventory	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
19. Raw materials				
		\$		\$
20. Work in progress	MM / DD / YYYY			
	MM / DD / YYYY	\$	-	_ \$
21. Finished goods, including goods held for		Φ.		œ.
	MM / DD / YYYY	\$		
22. Other inventory or supplies	, 22,			
	MM / DD / YYYY	\$		_ \$
23. Total of Part 5.				\$ 0.00
Add lines 19 through 22. Copy the total to line 8	34.			φ
24. Is any of the property listed in Part 5 perisha	able?			
□ No				
☐ Yes				
25. Has any of the property listed in Part 5 been	nurchased within 20	days hefore the hankr	untey was filed?	
	paronasca within 20	adyo before the bank	aptoy was mea .	
☐ No☐ Yes. Book value \$ Value	uation mathed	Curron	nt value \$	
			-	<u> </u>
26. Has any of the property listed in Part 5 been	appraised by a profe	essional within the last	year?	
□ No				
☐ Yes				
Part 6: Farming and fishing-related asset	ts (other than title	d motor vehicles ar	nd land)	
27. Does the debtor own or lease any farming a	nd fishing-related as:	sets (other than titled r	notor vehicles and land)?
☑ No. Go to Part 7.	_			
☐ Yes. Fill in the information below.				
General Description		Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
28. Crops-either planted or harvested				
		\$		
29. Farm animals Examples: Livestock, poultry, fa	rm-raised fish			
		\$		\$
30. Farm machinery and equipment (Other than	titled motor vehicles)	•		•
		*		
31. Farm and fishing supplies, chemicals, and fo	eed			
		\$		_ \$
20. Other families and finite	at almost that the			
32. Other farming and fishing-related property n	iot aiready listed in P			\$
		\$		Φ

SUNPOWER CAPITAL SERVES, L24-11655-CTG Doc 5 Filed 09/18/24 Page 19 of 69 24-11655 Debtor 33. Total of Part 6. 0.00 Add lines 28 through 32. Copy the total to line 85. 34. Is the debtor a member of an agricultural cooperative? Yes. Is any of the debtor's property stored at the cooperative? No □ Yes 35. Has any of the property listed in Part 6 been purchased within 20 days before the bankruptcy was filed? Valuation method Current value \$ Yes. Book value \$ 36. Is a depreciation schedule available for any of the property listed in Part 6? No 37. Has any of the property listed in Part 6 been appraised by a professional within the last year? Yes Part 7: Office furniture, fixtures, and equipment; and collectibles 38 Does the debtor own or lease any office furniture, fixtures, equipment, or collectibles? No. Go to Part 8. Yes. Fill in the information below. **General Description** Net book value of Valuation method Current value of debtor's debtor's interest used for current interest (Where available) value 39. Office furniture 40. Office fixtures 41. Office equipment, including all computer equipment and communication systems equipment and software 42. Collectibles Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; china and crystal; stamp, coin, or baseball card collections, other collections, memorabilia, or collectibles 42.1 42.2 42.3 43. Total of Part 7. 0.00 Add lines 39 through 42. Copy the total to line 86. 44. Is a depreciation schedule available for any of the property listed in Part 7? No 45. Has any of the property listed in Part 7 been appraised by a professional within the last year?

No

Yes

Official Form 206A/B

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Debtor SUNPOWER CAPITAL SERVICES, LLC

Add lines 47 through 50. Copy the total to line 87.

52. Is a depreciation schedule available for any of the property listed in Part 8?

53. Has any of the property listed in Part 8 been appraised by a professional within the last year?

Name

Case number (If known) 24-11655

value of debtor's

Official Form 206A/B

 No

Yes

No

Yes

0.00

Debtor SUNPOWER CAPITAL SERVICES, LZ4-11655-CTG Doc 5 Filed 09/18/24 Page LZ1-0f 69, 24-11655

_		
_	1 -	

Real property				
54. Does the debtor own or lease any real property	?			
☑ No. Go to Part 10.				
☐ Yes. Fill in the information below.				
55. Any building, other improved real estate, or lar	d which the debtor own	s or in which the d	lebtor has an interest	
Description and location of property Include street address or other description such as Assessor Parcel Number (APN), and type of property (for example, acreage, factory, warehouse, apartment or office building), if available.	Nature and extent of debtor's interest in property	Net book value of debtor's interest (Where available)	used for current	Current value of debtor's interest
55.1		\$		\$
55.2				
55.3				
55.4				4
55.5				
55.6		•		•
56. Total of Part 9.				
Add the current value on lines 55.1 through 55.6 a	nd entries from any additi	onal sheets. Conv.th	ne total to line 88	\$0.00
	_		le total to line oo.	
57. Is a depreciation schedule available for any of	tne property listed in Pa	π9?		
□ No □ Yes				
_				
58. Has any of the property listed in Part 9 been ap	praised by a profession	al within the last ye	ear?	
□ No				
☐ Yes				
Part 10: Intangibles and intellectual property	y			
59. Does the debtor have any interests in intangible	es or intellectual proper	ty?		
✓ No. Go to Part 11.				
Yes. Fill in the information below.				
General Description	de	btor's interest	Valuation method used for current value	Current value of debtor's interest
60. Patents, copyrights, trademarks, and trade sec	rets			
				\$
61. Internet domain names and websites				
	\$			\$
62. Licenses, franchises, and royalties				
	\$			\$
	,			
63. Customer lists, mailing lists, or other compilat				
	\$			\$
64. Other intangibles, or intellectual property				
,	\$			\$
				· · ·
CE Candwill				
65. Goodwill				
65. Goodwill	\$_			\$
	\$			
				\$

Debtor	SUNPOWER CAPITAL SERVINES, LZ4-11655-CTG	Doc 5	Filed 09/18/24	Page 22 of known 24-1	11655	
	Name					
67. [o your lists or records include personally identifiable i	information	of customers (as define	d in 11 U.S.C. §§ 101(41A) a	and 107)	?
	No		,		,	
	Yes					
68. I	there an amortization or other similar schedule availa	able for any o	of the property listed in	Part 10?		
	No					
	Yes					
69. I	as any of the property listed in Part 10 been appraised	by a profes	sional within the last ye	ear?		
	No V					
	Yes					
Part 1	1. All other assets					
70. [oes the debtor own any other assets that have not yet	been report	ed on this form?			
I	nclude all interests in executory contracts and unexpired le	ases not prev	viously reported on this fo	orm.		
	No. Go to Part 12.					
	Yes. Fill in the information below.				Cur	rent value of
71. N	otes receivable				deb	tor's interest
[escription (include name of obligor)					
N	one		<u> </u>	= →	\$	0.00
		Total Face A	Amount Doubtful or unce	ollectible Amount		
	ax refunds and unused net operating losses (NOLs)					
	Description (for example, federal, state, local)					
S -	ee Attached Rider			Tax Year	\$	Undetermined
_				Tax Year ————	\$	
_				Tax Year	\$	
73. I	nterests in insurance policies or annuities					
S	ee Attached Rider		_		\$	Undetermined
	auses of action against third parties (whether or not a as been filed)	lawsuit				
N	one				\$	0.00
N	ature of Claim					
Α	mount Requested \$					
e	ther contingent and unliquidated claims or causes of a very nature, including counterclaims of the debtor and et off claims					
N	one				\$	0.00

\$

76. Trusts, equitable or future interests in property

☑ No □ Yes

77. Other property of any kind not already listed Examples: Season tickets,

country club membership See Attached Rider

Nature of Claim

Amount Requested

None

78. **Total of Part 11.**

\$ 477,697,060.52

\$ 477,697,060.52*

0.00

Add lines 71 through 77. Copy the total to line 90.

79. Has any of the property listed in Part 11 been appraised by a professional within the last year?

^{*}Plus Undetermined Amounts

Debtor SUNPOWER CAPITAL SERVICES, LLC

Name

Case number (If known) 24-11655

Part 12: Summary

Type of Property	Current value of personal property	Current value of real property
Cash, cash equivalents, and financial assets. Copy line 5, Part 1.	\$ 78,355.00	
Deposits and prepayments. Copy line 9, Part 2.	\$3,449,935.32	
Accounts receivable. Copy line 12, Part 3.	\$9,006,268.30	
nvestments. Copy line 17, Part 4.	\$ Undetermined	
nventory. Copy line 23, Part 5.	\$0.00	
Farming and fishing-related assets. Copy line 33, Part 6.	\$0.00	
Office furniture, fixtures, and equipment; and collectibles. Copy line 43, Part 7.	\$	
Machinery, equipment, and vehicles. Copy line 51, Part 8.	\$0.00	
Real property. Copy line 56, Part 9	→	\$0.00
ntangibles and intellectual property. Copy line 66, Part 10.	\$0.00	L
All other assets. Copy line 78, Part 11.	\$ 477,697,060.52*	
Total. Add lines 80 through 90 for each column91a.	\$ 490,231,619.14*	+ 91b. \$0.00

^{*}Plus Undetermined Amounts

Assets - Real and Personal Property

Part 4, Question 15: Non-publicly traded stock interests in incorporated and unincorporated businesses, including any interest in an LLC, partnership, or joint venture.

Non-publicly traded stock and interests in incorporated and unincorporated businesses, including any interest in an LLC, partnership, or joint venture (Name of entity:)	% of Ownership	Valuation method used for current value	Current value of debtor's interest
GFS I HOLDING COMPANY, LLC	100.00%	N/A	Undetermined
SPWR RIC DEPOSITOR 2022-1, LLC	100.00%	N/A	Undetermined
SSCA XLI HOLDING COMPANY, LLC	100.00%	N/A	Undetermined
SUNPOWER MORTGAGE CORPORATION	100.00%	N/A	Undetermined
		TOTAL	\$0.00 + Undetermined Amounts

Debtor Name: SunPower Capital Services, LLC Case Number: 24-11655

Assets - Real and Personal Property

Part 11, Question 72: Tax Refunds and unused net operating losses (NOLs)

Tax refunds and unused net operating losses (NOLs) Description (for example, federal, state, local)	Tax Year	Current Value of debtor's interest
DUE TO AN ANTICIPATED CHANGE IN CONTROL, EXISTING NOLS AND VARIOUS TAX CREDITS MAY BE ELIMINATED AS PART OF THE TRANSACTION AND ARE, THEREFORE, CHARACTERIZED WITH AN UNDETERMINED VALUE IN THIS SCHEDULE.	VARIOUS	UNDETERMINED
	TOTAL	UNDETERMINED

Assets - Real and Personal Property

Part 11, Question 73: Interests in insurance policies or annuities

Interests in insurance policies or annuities (Description)	Policy Type	Policy Number	Current value of debtor's interest
ACE AMERICAN INSURANCE COMPANY	CYBER RISK	G71100923 002	Undetermined
ASPEN SPECIALTY INSURANCE COMPANY	U.S GENERAL LIABILITY	CR00QF124	Undetermined
ASPEN SPECIALTY INSURANCE COMPANY	U.S GENERAL LIABILITY	CX00JRU24	Undetermined
AXIS	AUTO BUFFER	GVE100289303	Undetermined
AXIS	HELIX FUND	FORM # USSPTR/0715 RESO 201 05 23 – AXIS SOLAR ENERGY PROPERTY WORDING CG 00 01 04 13 - GENERAL LIABILITY COVERAGE FORM - OCCURRENCE AXIS 1010302 08 17 - AXIS EXCESS INSURANCE POLICY FORM	Undetermined
AXIS SPECIALTY EUROPE SE- LONDON BRANCH	U.S. UMBRELLA/EXCESS LIABILITY	3788080224ES	Undetermined
AXIS SURPLUS INSURANCE COMPANY	RESIDENTIAL PROPERTY	3757380124ES	Undetermined
BEAZLEY INSURANCE COMPANY, INC.	CRIME	V1DB13230701	Undetermined
CONTINENTAL CASUALTY COMPANY	DIRECTORS & OFFICERS - EXCESS	652259205	Undetermined
CONTINENTAL CASUALTY COMPANY	DIRECTORS & OFFICERS - RUNOFF	652259205	Undetermined
CONTINENTAL CASUALTY COMPANY	FIDUCIARY LIABILITY	652350653	Undetermined
ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY	U.S GENERAL LIABILITY	ELD30034771601	Undetermined
ENDURANCE RISK SOLUTIONS ASSURANCE CO.	DIRECTORS & OFFICERS - EXCESS	DOX30001936302	Undetermined
ENDURANCE RISK SOLUTIONS ASSURANCE CO.	DIRECTORS & OFFICERS - RUNOFF	DOX30001936302	Undetermined
FEDERAL INSURANCE CO.	SPECIAL RISK	J06513669	Undetermined
FREEDOM SPECIALTY INSURANCE CO	DIRECTORS & OFFICERS - EXCESS	XMF2410785	Undetermined
FREEDOM SPECIALTY INSURANCE CO	DIRECTORS & OFFICERS - RUNOFF	XMF2410785	Undetermined
GCUBE	U.S GENERAL LIABILITY	SO244791701	Undetermined
GCUBE / HOUSTON CASUALTY COMPANY	RESIDENTIAL PROPERTY	SO244769401	Undetermined
GLOBAL AEROSPACE, INC.	AIRCRAFT/UNMANNED AIRCRAFT LIABILITY	8001130	Undetermined
GREAT AMERICAN INSURANCE COMPANY	U.S GENERAL LIABILITY	EXC4901525	Undetermined

Assets - Real and Personal Property

Part 11, Question 73: Interests in insurance policies or annuities

Interests in insurance policies or annuities (Description)	Policy Type	Policy Number	Current value of debtor's interest
GREAT AMERICAN INSURANCE GROUP	STOCK THROUGHPUT	OMC3964740	Undetermined
HDI SPECIALTY INSURANCE COMPANY	AUTO LIABILITY	HFM00190-00 AOS	Undetermined
HDI SPECIALTY INSURANCE COMPANY	AUTO LIABILITY	HFG00029-00 FL	Undetermined
HDI SPECIALTY INSURANCE COMPANY	AUTO LIABILITY	HFM00190-00 FL EXCESS	Undetermined
INDIAN HARBOR INSURANCE COMPANY	CYBER RISK	MTP9045481 00	Undetermined
LLOYDS OF LONDON	STOCK THROUGHPUT	MARCW2450445	Undetermined
LLOYDS OF LONDON	STOCK THROUGHPUT	MARCW2450446	Undetermined
LLOYD'S SYNDICATE NO. 2623	DIRECTORS & OFFICERS - EXCESS	FSGDO2300853	Undetermined
LLOYD'S SYNDICATE NO. 2623	DIRECTORS & OFFICERS - RUNOFF	FSGDO2300853	Undetermined
MIDVALE INDEMNITY COMPANY	DIRECTORS & OFFICERS - EXCESS	ACL03211300	Undetermined
MIDVALE INDEMNITY COMPANY	DIRECTORS & OFFICERS - RUNOFF	ACL03211300	Undetermined
MS TRANSVERSE SPECIALTY INSURANCE COMPANY	CONTRACTOR'S PROTECTIVE PROFESSIONAL INDEMNITY	TSPLCA0000002-01	Undetermined
NATIONAL CASUALTY COMPANY	FOREIGN CASUALTY	NGO0000613	Undetermined
NATIONAL LIABILITY & FIRE INSURANCE COMPANY	AUTO LIABILITY	73APB008373 NY	Undetermined
NATIONAL LIABILITY & FIRE INSURANCE COMPANY	AUTO LIABILITY	72XAB010045 NY	Undetermined
NATIONAL LIABILITY & FIRE INSURANCE COMPANY	AUTO LIABILITY	73APB008383 NV	Undetermined
NATIONAL LIABILITY & FIRE INSURANCE COMPANY	AUTO PHYSICAL DAMAGE LIABILITY	72APB008384	Undetermined
NATIONAL UNION FIRE INS CO OF PITTSBURGH	DIRECTORS & OFFICERS - EXCESS	32854402	Undetermined
NATIONAL UNION FIRE INS CO OF PITTSBURGH	DIRECTORS & OFFICERS - RUNOFF	32854402	Undetermined
NAVIGATORS SPECIALTY INSURANCE COMPANY	U.S GENERAL LIABILITY	LA24FXS858471I C	Undetermined
OLD REPUBLIC INSURANCE COMPANY	DIRECTORS & OFFICERS - EXCESS	ORPRO12103349	Undetermined
OLD REPUBLIC INSURANCE COMPANY	DIRECTORS & OFFICERS - RUNOFF	ORPRO 12 101876	Undetermined
SAMSUNG FIRE & MAR INS CO USB	DIRECTORS & OFFICERS - EXCESS	SCG143200	Undetermined
SAMSUNG FIRE & MAR INS CO USB	DIRECTORS & OFFICERS - RUNOFF	SCG143200	Undetermined

Assets - Real and Personal Property

Part 11, Question 73: Interests in insurance policies or annuities

Interests in insurance policies or annuities (Description)	Policy Type	Policy Number	Current value of debtor's interest
SAMSUNG FIRE & MARINE INS CO LTD	DIRECTORS & OFFICERS - EXCESS	SGC047002	Undetermined
SAMSUNG FIRE & MARINE INS CO LTD	DIRECTORS & OFFICERS - RUNOFF	SGC047002	Undetermined
SWISS RE CORPORATE SOLUTIONS ELITE INS. CORP.	CORPORATE PROPERTY	NAP 2004312 03	Undetermined
TRUMBULL INSURANCE COMPANY	U. S. WORKERS COMPENSATION	57 WV WQ0015	Undetermined
VANTAGE RISK SPECIALTY INSURANCE COMPANY	U.S GENERAL LIABILITY	P03XC0000032461	Undetermined
WESTFIELD INSURANCE COMPANY	DIRECTORS & OFFICERS - EXCESS	XSA403216F00	Undetermined
WESTFIELD INSURANCE COMPANY	DIRECTORS & OFFICERS - RUNOFF	XSD 00001 0222	Undetermined
XL SPECIALTY INSURANCE CO	DIRECTORS & OFFICERS	ELU18890123	Undetermined
XL SPECIALTY INSURANCE CO	DIRECTORS & OFFICERS - EXCESS	ELU19603524	Undetermined
XL SPECIALTY INSURANCE CO	DIRECTORS & OFFICERS - RUNOFF	ELU18890123	Undetermined
XL SPECIALTY INSURANCE CO	DIRECTORS & OFFICERS - RUNOFF	ELU19603524	Undetermined
ZURICH AMERICAN INSURANCE COMPANY	STOCK THROUGHPUT	OC5846316	Undetermined
		TOTAL	\$0.00
			+ Undetermined Amounts

Assets - Real and Personal Property

Part 11, Question 77: Other property of any kind not already listed

Other property of any kind not already listed Examples: Season tickets, country club membership	Current value of debtor's interest
INTERCOMPANY RECEIVABLE FROM SUNPOWER CORPORATION	\$5,152,369.48
INTERCOMPANY RECEIVABLE FROM SUNPOWER CORPORATION, SYSTEMS	\$469,996,162.88
CAPITALIZED LOAN FEES	\$2,548,528.16
TOTAL	\$477,697,060.52

Fill in this information to identify the o	ಪ್ರಾಕ: 3/24 Pa	ige 30 of 69	
,,		9	
Debtor name SUNPOWER CAPITAL SERVICES, LLC	-		
United States Bankruptcy Court for the: District of Delaw	are		Check if this is an amended filing
Case number (If known): 24-11655			ag
Official Form 206D			
Schedule D: Creditors V	Vho Have Claims Secured I	by Property	12/15
Be as complete and accurate as possible.			
1. Do any creditors have claims secured by deb		le a constitue de la constitue	t an Alice Cama
No. Check this box and submit page 1 of th✓ Yes. Fill in all of the information below.	is form to the court with debtor's other schedules. Debtor	has nothing else to repor	t on this form.
Part 1: List Creditors Who Have Secured C	laims		
	have secured claims. If a creditor has more than one	Column A Amount of Claim	Column B Value of collateral
secured claim, list the creditor separately for ea		Do not deduct the value of collateral.	that supports this
2.1 Creditor's name	Describe debtor's property that is subject to a lien	or conateral.	Ciaiiii
BANK OF AMERICA, N.A.		\$ Undetermined	\$ Undetermined
Creditor's mailing address			
GATEWAY VILLAGE-900 BUILDING NC1-026-06-04, 900 W. TRADE ST.	Describe the lien		
CHARLOTTE, NC 28255	UCC Financing Statement Number 2022 7658503 Dated 09/13/2	022	
Creditor's email address, if known	Is the creditor an insider or related party?		
	☑ No ☐ Yes		
Date debt was incurred 09/13/2022	Is anyone else liable on this claim?		
Last 4 digits of account number	☑ No		
Do multiple creditors have an interest in the	Yes. Fill out Schedule H: Codebtors (Official Form 206H).		
same property? ☑ No	As of the petition filing date, the claim is: Check all that apply.		
Yes. Specify each creditor, including this	✓ Contingent		
creditor, and its relative priority.	☑ Unliquidated ☐ Disputed		
2.2 Creditor's name	Describe debtor's property that is subject to a lien		
SPR SOLAR FUNDING TRUST		\$ Undetermined	\$ Undetermined
Creditor's mailing address			
RODNEY SQUARE NORTH 1100 NORTH MARKET STREET			
WILMINGTON, DE 19890-0001	Describe the lien UCC Financing Statement Number 2023 3696274 Dated 05/18/	2023	
Creditor's email address, if known	le the creditor an incider or related party?		
	Is the creditor an insider or related party?		
Date debt was incurred 05/18/2023	☐ Yes Is anyone else liable on this claim?		
Last 4 digits of account	✓ No		
number Do multiple creditors have an interest in the	Yes. Fill out Schedule H: Codebtors (Official Form 206H).		
same property?	As of the petition filing date, the claim is: Check all that apply.		
✓ No ✓ Yes. Have you already specified the relative	✓ Contingent		
priority? ☐ No. Specify each creditor, including this	☑ Unliquidated		
creditor, and its relative priority.	☐ Disputed		
Yes. The relative priority of creditors is			
specified on lines			
3. Total of the dollar amounts from Part 1, Col	umn A, including the amounts from the Additional Pa	ge, if any.	\$

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ebtor	SUNPOWER CAPITAL SERVICES, LLC Name	Case number (If known):		
			Column A	Column B
Pa	rt 1: Additional Page		Amount of Claim Do not deduct the value	Value of collateral that supports this
	py this page only if more space is needed. on the previous page.	Continue numbering the lines sequentially	of collateral.	claim
2.3	Creditor's name SPWR RIC 2022-1 TRUST	Describe debtor's property that is subject to a lien		
	Creditor's mailing address		\$ Undetermined	\$ Undetermine
	8900 AMBERGLEN BLVD., STE. 325 AUSTIN, TX 78729			
		Describe the lien UCC Financing Statement Number 2022 5501556 Dated 06/30/2022		
	Creditor's email address, if known	Is the creditor an insider or related party?		
		☑ No □ Yes		
	Date debt was incurred 06/30/2022			
	Last 4 digits of account number	Is anyone else liable on this claim? ☑ No		
	Do multiple creditors have an interest in the same property?	Yes. Fill out Schedule H: Codebtors (Official Form 206H).		
	✓ No	As of the petition filing date, the claim is: Check all that apply.		
	Yes. Have you already specified the relative priority?	✓ Contingent ✓ Unliquidated		
	No. Specify each creditor, including this creditor, and its relative priority.	☐ Disputed		
	Yes. The relative priority of creditors is specified on lines			
2.4	Creditor's name	Describe debtor's property that is subject to a lien		
	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		\$ Undetermined	\$ Undetermine
	Creditor's mailing address		— Ondotominou	. The original of the original
	60 LIVINGSTON AVENUE, EP-MN-WS3D ST. PAUL, MN 55107			
		Describe the lien UCC Financing Statement Number 2023 2536885 Dated 04/04/2023		
	Creditor's email address, if known			
		Is the creditor an insider or related party?		
		☑ No □ Yes		
	Date debt was incurred 04/04/2023	_		
	Last 4 digits of account number	Is anyone else liable on this claim? ☑ No		
	Do multiple creditors have an interest in the same property?	Yes. Fill out Schedule H: Codebtors (Official Form 206H).		
	No No	As of the petition filing date, the claim is:		
	Yes. Have you already specified the relative	Check all that apply. ☑ Contingent		
	priority?	☑ Unliquidated		

No. Specify each creditor, including this creditor, and its relative priority.

Yes. The relative priority of creditors is specified on lines

Disputed

Debtor

Name

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Case number (If known): 24-11655 Case 24-11655-CTG Doc 5 SUNPOWER CAPITAL SERVICES, LLC

Pa	art 1: Additional Page		Column A Amount of Claim	Column B Value of collateral
			Do not deduct the value	that supports this
	opy this page only if more space is needed. On the previous page.	Continue numbering the lines sequentially	of collateral.	claim
2.5	Creditor's name	Describe debtor's property that is subject to a lien		
	BANK OF AMERICA, N.A.	SEE SCHEDULE D DISCLOSURES		
	Creditor's mailing address		\$Undetermined	\$ Undetermined
	BANK OF AMERICA CORPORATE CENTER			
	100 N TRYON ST			
	CHARLOTTE, NC 28255	Describe the lien		
		Guarantor to the First Lien Revolving Credit Facility		
	Creditor's email address, if known			
		Is the creditor an insider or related party?		
		☑ No		
	Date debt was incurred Undetermined	Yes		
	Last 4 digits of account number	Is anyone else liable on this claim?		
		□ No		
	Do multiple creditors have an interest in the same property?	Yes. Fill out Schedule H: Codebtors (Official Form 206H).		
	□ No	As of the petition filing date, the claim is: Check all that apply.		
	Yes. Have you already specified the relative			
	priority?	✓ Contingent✓ Unliquidated		
	No. Specify each creditor, including this creditor, and its relative priority.	☐ Disputed		
	Yes. The relative priority of creditors is specified on lines			
2.6	Creditor's name	Describe debtor's property that is subject to a lien		
	BANK OF AMERICA, N.A.	SEE SCHEDULE D DISCLOSURES		
			\$Undetermined	\$Undetermined
	Creditor's mailing address			
	BANK OF AMERICA CORPORATE CENTER			
	100 N TRYON ST CHARLOTTE, NC 28255	Describe the lien		
	,	Guarantor to the First Lien Term Loan		
	Creditor's email address, if known	Is the creditor an insider or related party?		
		✓ No		
		Yes		
	Date debt was incurred Undetermined	-		
	Last 4 digits of account	Is anyone else liable on this claim?		
	number	□ No		
	Do multiple creditors have an interest in the	✓ Yes. Fill out Schedule H: Codebtors (Official Form 206H).		
	same property?	As of the metition filling data the claim is:		
	□ No	As of the petition filing date, the claim is: Check all that apply.		
	Yes. Have you already specified the relative	✓ Contingent		
	priority?	✓ Unliquidated		
	No. Specify each creditor, including this creditor, and its relative priority.	☐ Disputed		
	☐ Yes. The relative priority of creditors is			
	specified on lines			

Debtor

Name

Filed 09/18/24 Page 33 of 69 Case number (If known): 24-11655 Case 24-11655-CTG Doc 5 SUNPOWER CAPITAL SERVICES, LLC

Pa	art 1: Additional Page		Column A Amount of Claim	Column B Value of collateral
			Do not deduct the value	that supports this
	opy this page only if more space is needed. om the previous page.	Continue numbering the lines sequentially	of collateral.	claim
2.7	Creditor's name	Describe debtor's property that is subject to a lien		
	GLAS USA LLC	SEE SCHEDULE D DISCLOSURES	A	
	Creditor's mailing address		\$ Undetermined	\$ Undetermined
	3 SECOND STREET SUITE 206			
	JERSEY CITY, NJ 07302	Describe the lien		
		Guarantor to the Second Lien Term Loan Facility		
	Creditor's email address, if known			
		Is the creditor an insider or related party?		
		☑ No		
	Date debt was incurred Undetermined	Yes		
	Last 4 digits of account number	Is anyone else liable on this claim?		
		□ No		
	Do multiple creditors have an interest in the same property?	Yes. Fill out Schedule H: Codebtors (Official Form 206H).		
	□ No	As of the petition filing date, the claim is:		
	Yes. Have you already specified the relative	Check all that apply.		
	priority?	✓ Contingent✓ Unliquidated		
	No. Specify each creditor, including this creditor, and its relative priority.	☐ Disputed		
2.8	Yes. The relative priority of creditors is specified on lines Creditor's name	Describe debtor's property that is subject to a lien		
	Creditor's mailing address		\$	\$
		Describe the lien		
	Creditor's email address, if known	Is the creditor an insider or related party?		
		□ No		
	Data dahtawa inawand	Yes		
	Date debt was incurred			
	Last 4 digits of account number	Is anyone else liable on this claim?		
		□ No		
	Do multiple creditors have an interest in the same property?	Yes. Fill out Schedule H: Codebtors (Official Form 206H).		
	□ No	As of the petition filing date, the claim is:		
	Yes. Have you already specified the relative	Check all that apply.		
	priority?	Contingent		
	No. Specify each creditor, including this creditor, and its relative priority.	☐ Unliquidated ☐ Disputed		
	☐ Yes. The relative priority of creditors is			
	specified on lines			

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Case number (If known): 24-11655 Case 24-11655-CTG Doc 5 SUNPOWER CAPITAL SERVICES, LLC

Debtor

Name

Part 2:	List Others to Be Notified for a Debt Already Listed in Part 1
ait Z.	List officia to be notified for a best Africady Listed in 1 art 1

List in alphabetical order any others who must be notified for a debt already listed in Part 1. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for secured creditors.

If no others need to be notified for the debts listed in Part 1, do not fill out or submit this page. If additional pages are needed, copy this page.

Name and address	On which line in Part 1 did you enter the related creditor?	Last 4 digits of account number for this entity
	Line 2	

Fill in th	Case 24-11655-C nis information to identify the case		Filed 09/18/24	Page 35 of 69	
Debtor	SUNPOWER CAPITAL SERVICES, LLC				
United States Bankruptcy Court for the: District of Delaware					☐ Check if this is ar
Case numb	per <u>24-11655</u>	-			amended filing

Official Form 206E/F

Schedule E/F: Creditors Who Have Unsecured Claims

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY unsecured claims and Part 2 for creditors with NONPRIORITY unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Assets - Real and Personal Property (Official Form 206A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form.

Part 1: List All Creditors with PRIORITY Unsecured Claims								
1.	Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507). No. Go to Part 2. Yes. Go to line 2.							
2.	List in alphabetical order all creditors who have unsecured claims that are entitled to priority in whole or in part. If the debtor has more than 3 creditors with priority unsecured claims, fill out and attach the Additional Page of Part 1.							
			Total claim	Priority amount				
2.1	Priority creditor's name and mailing address	As of the petition filing date, the claim is: Check all that apply. Contingent Unliquidated	\$	\$				
		☐ Disputed						
		Basis for the claim:						
	Date or dates debt was incurred							
	Last 4 digits of account number	Is the claim subject to offset?						
	SpecifyCode subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) ()	□ No □ Yes						
2.2	Priority creditor's name and mailing address	As of the petition filing date, the claim is: Check all that apply. Contingent Unliquidated	\$	\$				
		☐ Disputed						
		Basis for the claim:						
	Date or dates debt was incurred							
	Last 4 digits of account							
	number	Is the claim subject to offset?						
	SpecifyCode subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) ()	□ No □ Yes						
2.3	Priority creditor's name and mailing address	As of the petition filing date, the claim is: Check all that apply. Contingent Unliquidated Disputed	\$	\$				
		Basis for the claim:						
	Date or dates debt was incurred							
	Last 4 digits of account number	Is the claim subject to offset?						
	SpecifyCode subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) ()	□ No □ Yes						

Part 2:

List All Creditors with NONPRIORITY Unsecured Claims

3.	3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 unsecured claims, fill out and attach the Additional Page of Part 2.		creditors with nonpriority	
			Amount of claim	
3.1	Nonpriority creditor's name and mailing address ARCH CAPITAL GROUP WATERLOO HOUSE 100 PITTS BAY ROAD PEMBROKE, HM 08 BERMUDA	As of the petition filing date, the claim is: Check all that apply. ☑ Contingent ☑ Unliquidated ☐ Disputed	\$	Undetermined
	Date or dates debt was incurred Last 4 digits of account number	Basis for the claim: SURETY BOND #SU118 CITY OF BUFFALO Is the claim subject to offset? ☑ No ☐ Yes	30188 FOR THE BE	NEFIT OF THE
3.2	Nonpriority creditor's name and mailing address ARCH CAPITAL GROUP	As of the petition filing date, the claim is: Check all that apply.	\$	Undetermined
	WATERLOO HOUSE 100 PITTS BAY ROAD PEMBROKE, HM 08 BERMUDA Date or dates debt was incurred	 ☑ Contingent ☑ Unliquidated ☐ Disputed Basis for the claim: SURETY BOND #SU119 STATE OF RHODE ISLAND Is the claim subject to offset? 	99165 FOR THE BE	NEFIT OF THE
	Last 4 digits of account number	☑ No □ Yes		
3.3	Nonpriority creditor's name and mailing address ARCH CAPITAL GROUP WATERLOO HOUSE 100 PITTS BAY ROAD PEMBROKE, HM 08 BERMUDA	As of the petition filing date, the claim is: Check all that apply. ☑ Contingent ☑ Unliquidated ☐ Disputed	\$	Undetermined
	Date or dates debt was incurred	Basis for the claim: SURETY BOND #SU119 STATE OF IOWA Is the claim subject to offset? ☑ No ☐ Yes	90640 FOR THE BE	NEFIT OF THE
3.4	Last 4 digits of account number Nonpriority creditor's name and mailing address ARCH CAPITAL GROUP WATERLOO HOUSE 100 PITTS BAY ROAD PEMBROKE, HM 08	As of the petition filing date, the claim is: Check all that apply. ☐ Contingent ☐ Unliquidated	\$	Undetermined
	Date or dates debt was incurred Last 4 digits of account number	☐ Disputed Basis for the claim: SURETY BOND #SU119 STATE OF CALIFORNIA Is the claim subject to offset? ☑ No ☐ Yes	97144 FOR THE BE	ENEFIT OF THE
3.5	Nonpriority creditor's name and mailing address ARCH CAPITAL GROUP WATERLOO HOUSE 100 PITTS BAY ROAD PEMBROKE, HM 08 BERMUDA	As of the petition filing date, the claim is: Check all that apply. ☑ Contingent ☑ Unliquidated ☐ Disputed Basis for the claim: SURETY BOND #SU119 INDIANA SECRETARY OF STATE	\$	Undetermined
	Date or dates debt was incurred Last 4 digits of account number	Is the claim subject to offset? ☑ No ☐ Yes		
3.6	Nonpriority creditor's name and mailing address ARCH CAPITAL GROUP WATERLOO HOUSE 100 PITTS BAY ROAD PEMBROKE, HM 08 BERMUDA	As of the petition filing date, the claim is: Check all that apply. ☐ Contingent ☐ Unliquidated ☐ Disputed	\$	Undetermined
	Date or dates debt was incurred Last 4 digits of account number	Basis for the claim: SURETY BOND #SU119 COLORADO ATTORNEY GENERAL Is the claim subject to offset? ☑ No ☐ Yes	93647 FOR THE BE	NEFIT OF THE

	opy this page only if more space is needed. Continue numbering		Amount of claim
pr	evious page. If no additional NONPRIORITY creditors exist, do r	not fill out or submit this page.	7 and and a column
3.7	Nonpriority creditor's name and mailing address ARCH CAPITAL GROUP WATERLOO HOUSE 100 PITTS BAY ROAD PEMBROKE, HM 08 BERMUDA	As of the petition filing date, the claim is: Check all that apply. ☑ Contingent ☑ Unliquidated ☐ Disputed Basis for the claim: SURETY BOND #SU11906 DEPARTMENT OF BANKING AND SECURITIES OF PENNSYLVANIA	
	Date or dates debt was incurred Last 4 digits of account number	Is the claim subject to offset? ☑ No □ Yes	
3.8	Nonpriority creditor's name and mailing address ARCH CAPITAL GROUP WATERLOO HOUSE 100 PITTS BAY ROAD PEMBROKE, HM 08 BERMUDA	As of the petition filing date, the claim is: Check all that apply. ☑ Contingent ☑ Unliquidated ☐ Disputed Basis for the claim: SURETY BOND #SU11906 STATE OF ILLINOIS - DIRECTOR OF THE DIVISINSTITUTIONS	
	Date or dates debt was incurred Last 4 digits of account number	Is the claim subject to offset? ☑ No ☐ Yes	
3.9	Nonpriority creditor's name and mailing address ARCH CAPITAL GROUP WATERLOO HOUSE 100 PITTS BAY ROAD PEMBROKE, HM 08 BERMUDA	As of the petition filing date, the claim is: Check all that apply. ☑ Contingent ☑ Unliquidated ☐ Disputed Basis for the claim: SURETY BOND #SU11991 STATE OF ARKANSAS	\$ Undetermined 68 FOR THE BENEFIT OF THE
	Date or dates debt was incurred Last 4 digits of account number	Is the claim subject to offset? ☑ No □ Yes	
3.10	Nonpriority creditor's name and mailing address ARCH CAPITAL GROUP WATERLOO HOUSE 100 PITTS BAY ROAD PEMBROKE, HM 08 BERMUDA	As of the petition filing date, the claim is: Check all that apply. ☑ Contingent ☑ Unliquidated ☐ Disputed Basis for the claim: SURETY BOND #SU11906 MARYLAND COMMISSIONER OF FINANCIAL R	
	Date or dates debt was incurred Last 4 digits of account number	Is the claim subject to offset? ☑ No ☐ Yes	
3.11	Nonpriority creditor's name and mailing address ARCH CAPITAL GROUP WATERLOO HOUSE 100 PITTS BAY ROAD PEMBROKE, HM 08 BERMUDA	As of the petition filing date, the claim is: Check all that apply. ☑ Contingent ☑ Unliquidated ☐ Disputed Basis for the claim: SURETY BOND #SU11906 STATE OF MICHIGAN	\$ Undetermined 48 FOR THE BENEFIT OF THE
	Date or dates debt was incurred Last 4 digits of account number	Is the claim subject to offset? ☑ No □ Yes	

	opy this page only if more space is needed. Continue numbering evious page. If no additional NONPRIORITY creditors exist, do r		Amount of claim
3.12	Nonpriority creditor's name and mailing address ARCH CAPITAL GROUP WATERLOO HOUSE 100 PITTS BAY ROAD PEMBROKE, HM 08 BERMUDA	As of the petition filing date, the claim is: Check all that apply. ☑ Contingent ☑ Unliquidated ☐ Disputed Basis for the claim: SURETY BOND #SU11991 ARIZONA DEPARTMENT OF INSURANCE AND	
	Date or dates debt was incurred Last 4 digits of account number	Is the claim subject to offset? ☑ No □ Yes	THANGAL INSTITUTIONS
3.13	Nonpriority creditor's name and mailing address ARCH CAPITAL GROUP WATERLOO HOUSE 100 PITTS BAY ROAD PEMBROKE, HM 08 BERMUDA	As of the petition filing date, the claim is: Check all that apply. ☑ Contingent ☑ Unliquidated ☐ Disputed Basis for the claim: SURETY BOND #SU11801 STATE OF WASHINGTON	\$ Undetermined 89 FOR THE BENEFIT OF THE
	Date or dates debt was incurred Last 4 digits of account number	Is the claim subject to offset? ☑ No ☐ Yes	
3.14	Nonpriority creditor's name and mailing address ARCH CAPITAL GROUP WATERLOO HOUSE 100 PITTS BAY ROAD PEMBROKE, HM 08 BERMUDA	As of the petition filing date, the claim is: Check all that apply. ☑ Contingent ☑ Unliquidated ☐ Disputed Basis for the claim: SURETY BOND #SU11991 PEOPLE OF THE STATE OF ILLINOIS	\$ Undetermined 69 FOR THE BENEFIT OF THE
	Date or dates debt was incurred Last 4 digits of account number	Is the claim subject to offset? ☑ No □ Yes	
3.15	Nonpriority creditor's name and mailing address ARCH CAPITAL GROUP WATERLOO HOUSE 100 PITTS BAY ROAD PEMBROKE, HM 08 BERMUDA	As of the petition filing date, the claim is: Check all that apply. ☑ Contingent ☑ Unliquidated ☐ Disputed Basis for the claim: SURETY BOND #SU11936 STATE OF KANSAS OFFICE OF THE STATE BA	
	Date or dates debt was incurred Last 4 digits of account number	Is the claim subject to offset? ☑ No □ Yes	
3.16	Nonpriority creditor's name and mailing address ARCH CAPITAL GROUP WATERLOO HOUSE 100 PITTS BAY ROAD PEMBROKE, HM 08 BERMUDA	As of the petition filing date, the claim is: Check all that apply. Contingent Unliquidated Disputed Basis for the claim: SURETY BOND #SU12003 STATE OF WEST VIRGINIA	\$ Undetermined
	Date or dates debt was incurred Last 4 digits of account number	Is the claim subject to offset? ☑ No □ Yes	

	opy this page only if more space is needed. Continue numbering evious page. If no additional NONPRIORITY creditors exist, do r		Amount of claim
3.17	Nonpriority creditor's name and mailing address ARCH CAPITAL GROUP WATERLOO HOUSE 100 PITTS BAY ROAD PEMBROKE, HM 08 BERMUDA	As of the petition filing date, the claim is: Check all that apply. ☑ Contingent ☑ Unliquidated ☐ Disputed Basis for the claim: SURETY BOND #SU11971 TEXAS SECRETARY OF STATE	\$ Undetermined 29 FOR THE BENEFIT OF THE
	Date or dates debt was incurred Last 4 digits of account number	Is the claim subject to offset? ☑ No □ Yes	
3.18	Nonpriority creditor's name and mailing address ARCH CAPITAL GROUP WATERLOO HOUSE 100 PITTS BAY ROAD PEMBROKE, HM 08 BERMUDA	As of the petition filing date, the claim is: Check all that apply. ☑ Contingent ☑ Unliquidated ☐ Disputed Basis for the claim: SURETY BOND #SU12003 STATE OF CALIFORNIA	\$ Undetermined 54 FOR THE BENEFIT OF THE
	Date or dates debt was incurred Last 4 digits of account number	Is the claim subject to offset? ☑ No □ Yes	
3.19	Nonpriority creditor's name and mailing address ARCH CAPITAL GROUP WATERLOO HOUSE 100 PITTS BAY ROAD PEMBROKE, HM 08 BERMUDA	As of the petition filing date, the claim is: Check all that apply. Contingent Unliquidated Disputed Basis for the claim: SURETY BOND #SU11906 VERMONT DEPARTMENT OF FINANCIAL REGIONAL CONTINUES.	
	Date or dates debt was incurred Last 4 digits of account number	Is the claim subject to offset? ☑ No ☐ Yes	
3.20	Nonpriority creditor's name and mailing address ARCH CAPITAL GROUP WATERLOO HOUSE 100 PITTS BAY ROAD PEMBROKE, HM 08 BERMUDA	As of the petition filing date, the claim is: Check all that apply. Contingent Unliquidated Disputed Basis for the claim: SURETY BOND #SU11906 DEPARTMENT OF COMMERCE OF THE STATE	
	Date or dates debt was incurred Last 4 digits of account number	Is the claim subject to offset? ☑ No □ Yes	
3.21	Nonpriority creditor's name and mailing address ARCH CAPITAL GROUP WATERLOO HOUSE 100 PITTS BAY ROAD PEMBROKE, HM 08 BERMUDA	As of the petition filing date, the claim is: Check all that apply. ☑ Contingent ☑ Unliquidated ☐ Disputed Basis for the claim: SURETY BOND #SU11971 STATE OF NEW JERSEY	\$ Undetermined 31 FOR THE BENEFIT OF THE
	Date or dates debt was incurred Last 4 digits of account number	Is the claim subject to offset? ☑ No ☐ Yes	

	<u> </u>		
	opy this page only if more space is needed. Continue numbering evious page. If no additional NONPRIORITY creditors exist, do n		Amount of claim
3.22	Nonpriority creditor's name and mailing address	As of the petition filing date, the claim is: Check all that apply.	\$ Undetermined
	ARCH CAPITAL GROUP	✓ Contingent	
	WATERLOO HOUSE	☑ Unliquidated	
	100 PITTS BAY ROAD		
	PEMBROKE, HM 08 BERMUDA	☐ Disputed	
		Basis for the claim: SURETY BOND #SU11906 VERMONT DEPARTMENT OF FINANCIAL REGI	
	Date or dates debt was incurred	Is the claim subject to offset?	
	Loct 4 digits of account number	☑ No	
	Last 4 digits of account number	Yes	
3.23	Nonpriority creditor's name and mailing address	As of the petition filing date, the claim is:	t Indotorminad
	AROU CARITAL CROUD	Check all that apply.	\$ Undetermined
	ARCH CAPITAL GROUP WATERLOO HOUSE	✓ Contingent	
	100 PITTS BAY ROAD	☐ Unliquidated	
		_ ·	
	PEMBROKE, HM 08	☐ Disputed	
	BERMUDA	Basis for the claim: SURETY BOND #SU11971 STATE OF OREGON	47 FOR THE BENEFIT OF THE
	Date or dates debt was incurred	Is the claim subject to offset?	
	Date of dates dest was incurred	☑ No	
	Last 4 digits of account number	☐ Yes	
	Last 4 digits of account number	☐ fes	
3.24	Nonpriority creditor's name and mailing address	As of the petition filing date, the claim is:	
	•	Check all that apply.	\$ Undetermined
	ARCH CAPITAL GROUP	☑ Contingent	-
	WATERLOO HOUSE		
	100 PITTS BAY ROAD	☑ Unliquidated	
	PEMBROKE, HM 08	☐ Disputed	
	BERMUDA	Basis for the claim: SURETY BOND #SU11971	45 FOR THE BENEFIT OF THE
		STATE OF IDAHO	401 OK THE BENEFIT OF THE
		STATE OF IDATIO	
	Date or dates debt was incurred	Is the claim subject to offset?	
		☑ No	
	Last 4 digits of account number	☐ Yes	
3.25	Nonpriority creditor's name and mailing address	As of the petition filing date, the claim is:	\$ Undetermined
	ARCH CAPITAL GROUP	Check all that apply.	
	WATERLOO HOUSE	☑ Contingent	
	100 PITTS BAY ROAD	✓ Unliquidated	
	PEMBROKE, HM 08	☐ Disputed	
	BERMUDA	_ ·	
		Basis for the claim: SURETY BOND #SU11906 STATE OF NORTH CAROLINA	41 FOR THE BENEFIT OF THE
	Date or dates debt was incurred	Is the claim subject to offset?	
		☑ No	
	Last 4 digits of account number	Yes	
3.26	Nonpriority creditor's name and mailing address	As of the petition filing date, the claim is:	\$ Undetermined
	ARCH CAPITAL GROUP	Check all that apply.	y Grideterrinited
	WATERLOO HOUSE	✓ Contingent	
	100 PITTS BAY ROAD	☑ Unliquidated	
	PEMBROKE, HM 08		
	BERMUDA	☐ Disputed	
	DEL (MOD) (Basis for the claim: SURETY BOND #SU11971	46 FOR THE BENEFIT OF THE
		STATE OF MARYLAND	
	Date or dates debt was incurred	Is the claim subject to offset?	
		☑ No	
	Last 4 digits of account number	☐ Yes	

Debtor

Copy this page only if more space is needed. Continue previous page. If no additional NONPRIORITY creditor		Amount of claim
3.27 Nonpriority creditor's name and mailing address ARCH CAPITAL GROUP WATERLOO HOUSE 100 PITTS BAY ROAD PEMBROKE, HM 08 BERMUDA	As of the petition filing date, the claim is: Check all that apply. ☑ Contingent ☑ Unliquidated ☐ Disputed Basis for the claim: SURETY BOND #SU11 ARIZONA DEPARTMENT OF INSURANCE A	
Date or dates debt was incurred Last 4 digits of account number	Is the claim subject to offset? ☑ No ☐ Yes	
3.28 Nonpriority creditor's name and mailing address ARCH CAPITAL GROUP WATERLOO HOUSE 100 PITTS BAY ROAD PEMBROKE, HM 08 BERMUDA	As of the petition filing date, the claim is: Check all that apply. ☑ Contingent ☑ Unliquidated ☐ Disputed Basis for the claim: SURETY BOND #SU11 ARKANSAS OFFICE OF THE ATTORNEY G	
Date or dates debt was incurred Last 4 digits of account number	Is the claim subject to offset? ☑ No ☐ Yes	
3.29 Nonpriority creditor's name and mailing address BLUE RAVEN SOLAR, LLC 1403 N RESEARCH WAY OREM, UT 84097	As of the petition filing date, the claim is: Check all that apply. Contingent Unliquidated Disputed Basis for the claim: INTERCOMPANY PAYA	\$1,052,233.00
Date or dates debt was incurred Undetermined Last 4 digits of account number	Is the claim subject to offset? ☐ No ☐ Yes	
3.30 Nonpriority creditor's name and mailing address SUNPOWER CORPORATION, SYSTEMS 880 HARBOUR WAY SUITE 600 RICHMOND, CA 94804	As of the petition filing date, the claim is: Check all that apply. Contingent Unliquidated Disputed Basis for the claim: INTERCOMPANY PAYA	\$ 609,485,527.39 ABLE
Date or dates debt was incurred Undetermined Last 4 digits of account number	Is the claim subject to offset? ☐ No ☐ Yes	
3.31 Nonpriority creditor's name and mailing address	As of the petition filing date, the claim is: Check all that apply. Contingent Unliquidated Disputed Basis for the claim:	\$
Date or dates debt was incurred Last 4 digits of account number	Is the claim subject to offset? ☐ No ☐ Yes	

Name

Debtor

Part 3: List Others to Be Notified About Unsecured Claims

4. Lis ass	t in alphabetical order any others who must be notified for claims listed in Parts 1 and 2. Example ignees of claims listed above, and attorneys for unsecured creditors.	es of entities that may be listed are collection	on agencies,
lf n	o others need to be notified for the debts listed in Parts 1 and 2, do not fill out or submit this page	e. If additional pages are needed, copy the r	next page.
	Name and mailing address	On which line in Part 1 or Part 2 is the related creditor (if any) listed?	Last 4 digits of account number, if any
4.1		Line	
		☐ Not listed. Explain	
4.2		Line	
		☐ Not listed. Explain	
4.3		Line	
		☐ Not listed. Explain	
4.4		Line	
		☐ Not listed. Explain	
4.5		Line	
		☐ Not listed. Explain	
4.6		Line	
		☐ Not listed. Explain	
4.7		Line	
		☐ Not listed. Explain	
4.8		Line	
		☐ Not listed. Explain	
4.9		Line	
		☐ Not listed. Explain	

Part 4: **Total Amounts of the Priority and Nonpriority Unsecured Claims**

5.	Add the amounts of priority and nonpriority unsecured claims.		
			Total of claim amounts
5a.	Total claims from Part 1	5a.	\$
5b.	Total claims from Part 2	5b. ♣	\$ 610,537,760.39 + Undetermined Amounts
5c.	Total of Parts 1 and 2 Lines 5a + 5b = 5c.	5c.	\$ 610,537,760.39 + Undetermined Amounts

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Fill in this information to identify the case:	5
Debtor name SUNPOWER CAPITAL SERVICES, LLC	-
United States Bankruptcy Court for the: District of Delaware	☐ Check if this is an
Case number (If known): 24-11655	amended filing

Official Form 206G

Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, numbering the entries consecutively.

1.	Does the debtor have any executory contracts or unexpired leases?
	☐ No. Check this box and file this form with the court with the debtor's other schedules. There is nothing else to report on this form.
	Yes. Fill in all of the information below even if the contracts or leases are listed on Schedule A/B: Assets - Real and Personal Property (Official

Li	st all contracts and unexpired	leases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease
.1	State what the contract or lease is for and the nature of the debtor's interest	TRANSACTION MANAGEMENT AGREEMENT DATED FEBRUARY 22, 2024	ATLAS SECURITIZED PRODUCTS HOLDINGS, L.P. 230 PARK AVENUE SUITE 800 NEW YORK, NY 10017
	State the term remaining List the contract number of		
	any government contract		
2.2	State what the contract or lease is for and the nature of the debtor's interest State the term remaining	MANAGEMENT AGREEMENT, DATED 11/06/2017	BNB CAMDEN SOLAR LLC C/O ORIX USA CORPORATION 280 PARK AVENUE FLOOR 40W ATTN: BEN PRICE NEW YORK, NY 10017
	List the contract number of any government contract		
2.3	State what the contract or lease is for and the nature of the debtor's interest	2017-11-06 MANAGEMENT AGREEMENT BETWEEN BNB CAMDEN SOLAR, LLC AND SUNPOWER CAPITAL SERVICES, LLC	BNB CAMDEN SOLAR, LLC 277 BROADWAY SUITE 1606 NEW YORK, NY 10007
	State the term remaining		
	List the contract number of any government contract		
2.4	State what the contract or lease is for and the nature of the debtor's interest	MANAGEMENT CONSENT AGREEMENT DATED JANUARY 13, 2020	BORROWED SUNSHINE II, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, TX 78729
	State the term remaining		
	List the contract number of any government contract		
2.5	State what the contract or lease is for and the nature of the debtor's interest	MANAGEMENT CONSENT AGREEMENT DATED JANUARY 13, 2020	BORROWED SUNSHINE, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN,
	State the term remaining		Accin,
	List the contract number of any government contract		

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page.					
List all contracts and unexpired leases		eases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired leas		
2.6	State what the contract or lease is for and the nature of the debtor's interest	LEASE SERVICING AGREEMENT DATED JUNE 19,2015	CONEDISON SOLUTIONS RESIDENTIAL SOLAR, LLC ATTENTION: GENERAL COUNSEL 100 SUMMIT LAKE DRIVE VALHALLA, NY 10595		
	State the term remaining List the contract number of any government contract				
	any government contract				
2.7	State what the contract or lease is for and the nature of the debtor's interest	ASSET MANAGEMENT AGREEMENT DATED MARCH 31, 2022	DORADO 1 RESIDENTIAL SOLAR, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, TX 78729		
	State the term remaining		,		
	List the contract number of any government contract				
2.8	State what the contract or lease is for and the nature of the debtor's interest	LEASE SERVICING AGREEMENT DATED MARCH 31,2022	DORADO 1 RESIDENTIAL SOLAR, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, TX 78729		
	State the term remaining				
	List the contract number of any government contract				
	State what the contract or	FIRST AMENDMENT TO TRANSACTION MANAGEMENT	DORADO 1 SENIOR BORROWER, LLC		
2.9	lease is for and the nature of the debtor's interest	AGREEMENT DATED SEPTEMBER 14, 2023	ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, TX 78729		
	State the term remaining				
	List the contract number of any government contract				
.10	State what the contract or lease is for and the nature of the debtor's interest	TRANSACTION MANAGEMENT AGREEMENT DATED MARCH 31, 2022	DORADO 1 SENIOR BORROWER, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, TX 78729		
	State the term remaining				
	List the contract number of any government contract				
.11	State what the contract or lease is for and the nature of the debtor's interest	LEASE SERVICING AGREEMENT DATED MARCH 31,2022	DORADO 1 SOLARBLOOM, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, TX 78729		
	State the term remaining		A0011N, 1X 10120		
	List the contract number of any government contract				
12	State what the contract or lease is for and the nature of the debtor's interest	ASSET MANAGEMENT AGREEMENT DATED SEPTEMBER 14, 2023	DORADO 2 RESIDENTIAL SOLAR, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, TX 78729		
	State the term remaining		- ,		
	List the contract number of any government contract				



Lis	st all contracts and unexpired le	eases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease
3	State what the contract or lease is for and the nature of the debtor's interest	DEVELOPMENT ASSET PURCHASE AGREEMENT, DATED 9/14/2023	DORADO 2 RESIDENTIAL SOLAR, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, TX 78758
	State the term remaining List the contract number of any government contract		
14	State what the contract or lease is for and the nature of the debtor's interest	LEASE SERVICING AGREEMENT DATED SEPTEMBER 14,2023	DORADO 2 RESIDENTIAL SOLAR, LLC ATTENTION: LEGAL 9229 WATER CENTRE BLVD #110
	State the term remaining List the contract number of any government contract		AUSTIN, TX 78729
15	State what the contract or lease is for and the nature of the debtor's interest	DEVELOPMENT ASSET PURCHASE AGREEMENT, DATED 3/31/2022	DORADO DEVELOPMENT PARTNERS, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, TX 78758
	State the term remaining List the contract number of any government contract		
16	State what the contract or lease is for and the nature of the debtor's interest	STATEMENT OF WORK, DATED 12/16/2021	GENPACT (UK) LIMITED 5 MERCHANT SQUARE, 5TH FLOOR LONDON, W2 1AY UNITED KINGDOM
	State the term remaining List the contract number of any government contract		
7	State what the contract or lease is for and the nature of the debtor's interest	2016-12-05 FLOW OF FUNDS AGREEMENT FOR HELIX FUND CLOSING AND INITIAL FUNDING BY AND AMONG G-I ENERGY INVESTMENTS, LLC, HA HELIX, LLC, HELIX FUND I, LLC. SUNPOWER HELIX I, LLC, SUNPOWER CAPITAL SERVICES, LLC, AND SUNPOWER CORPORATION, SYSTEMS	G-I ENERGY INVESTMENTS, LLC
	State the term remaining List the contract number of any government contract		
18	State what the contract or lease is for and the nature of the debtor's interest	2016-12-05 PURCHASE AND CONTRIBUTION AGREEMENT BY AND BETWEEN , G-I ENERGY INVESTMENTS, LLC, HA HELIX, LLC, HELIX FUND I, LLC, SUNPOWER HELIX I, LLC, SUNPOWER CORPORATION, SYSTEMS AND SUNPOWER CAPITAL SERVICES, LLC	G-I ENERGY INVESTMENTS, LLC
	State the term remaining List the contract number of any government contract		
9	State what the contract or lease is for and the nature of the debtor's interest	2016-12-05 PURCHASE AND CONTRIBUTION AGREEMENT BY AND BETWEEN G-I ENERGY INVESTMENTS, LLC, HA HELIX, LLC, HELIX FUND I, LLC, SUNPOWER HELIX I, LLC, SUNPOWER CAPITAL SERVICES, LLC AND SUNPOWER CORPORATION, SYSTEMS	G-I ENERGY INVESTMENTS, LLC
	State the term remaining List the contract number of any government contract	•	



·		State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease
State what the contract or lease is for and the nature of the debtor's interest	2016-12-23 INVESTOR FUNDING CONTRIBUTION AGREEMENT PURSUANT TO A PURCHASE AND CONTRIBUTION AGREEMENT, DATED 12/5/2016, BY AND BETWEEN HA HELIX, LLC, G-I ENERGY INVESTMENTS, LLC, HELIX FUND I, LLC, SUNPOWER HELIX I, LLC, SUNPOWER CAPITAL	G-I ENERGY INVESTMENTS, LLC
State the term remaining		
List the contract number of		
any government contract		
State what the contract or lease is for and the nature of the debtor's interest	2017-03-10 AMENDED AND RESTATED PURCHASE AND CONTRIBUTION AGREEMENT BY AND BETWEEN G-I ENERGY INVESTMENTS, LLC, HA HELIX, LLC, HELIX FUND I, LLC, SUNPOWER HELIX I, LLC, SUNPOWER CAPITAL SERVICES, LLC AND SUNPOWER COPPORATION, SYSTEMS	G-I ENERGY INVESTMENTS, LLC
State the term remaining		
List the contract number of any government contract		
State what the contract or lease is for and the nature of the debtor's interest	2017-03-10 INVESTOR FUNDING CONTRIBUTION AGREEMENT BY AND BETWEEN HA HELIX, LLC, G-I ENERGY INVESTMENTS, LLC, HELIX FUND I, LLC, SUNPOWER HELIX I, LLC, SUNPOWER CAPITAL SERVICES, LLC AND SUNPOWER CORPORATION, SYSTEMS	G-I ENERGY INVESTMENTS, LLC
State the term remaining		
List the contract number of any government contract		
State what the contract or lease is for and the nature of the debtor's interest	2017-03-30 INVESTOR FUNDING CONTRIBUTION AGREEMENT BY AND BETWEEN HA HELIX, LLC, G-I ENERGY INVESTMENTS, LLC, HELIX FUND I, LLC, SUNPOWER HELIX I, LLC, SUNPOWER CAPITAL SERVICES, LLC, AND SUNPOWER CORPORATION, SYSTEMS	G-I ENERGY INVESTMENTS, LLC
State the term remaining		
List the contract number of any government contract		
State what the contract or lease is for and the nature of the debtor's interest	2017-12-20 ADMISSION OF MANAGER AS MEMBER OF HELIX HOLDCO BY AND AMONG G-I ENERGY INVESTMENTS, LLC, HA HELIX, LLC, HELIX FUND I, LLC, SUNPOWER CORPORATION, SYSTEMS, SUNPOWER HELIX I, LLC AND SUNPOWER CAPITAL SERVICES, LLC	G-I ENERGY INVESTMENTS, LLC
State the term remaining		
List the contract number of any government contract		
State what the contract or lease is for and the nature of the debtor's interest	2017-12-20 FIRST AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF HELIX FUND I, LLC ENTERED AMONG HA HELIX LLC, G-I ENERGY INVESTMENTS LLC, AND SUNPOWER CAPITAL SERVICES, LLC	G-I ENERGY INVESTMENTS, LLC
State the term remaining		
List the contract number of any government contract		
State what the contract or lease is for and the nature of the debtor's interest	2019-02-15 ACTION BY WRITTEN CONSENT OF THE DIRECTORS OF SUNPOWER CORPORATION, SYSTEMS FOR 2019-02-15 THIRD AMENDED AND RESTATED PURCHASE AND CONTRIBUTION AGREEMENT BY AND BETWEEN G-I ENERGY INVESTMENTS, LLC, HA HELIX, LLC,	G-I ENERGY INVESTMENTS, LLC
State the term remaining		
List the contract number of		

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page.				
		eases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease	
2.27	State what the contract or lease is for and the nature of the debtor's interest	2019-02-15 THIRD AMENDED AND RESTATED PURCHASE AND CONTRIBUTION AGREEMENT BY AND BETWEEN G-I ENERGY INVESTMENTS, LLC, HA HELIX, LLC, HELIX FUND I, LLC, SUNPOWER HELIX I, LLC, SUNPOWER CAPITAL SERVICES, LLC AND SUNPOWER CORPORATION, SYSTEMS	G-I ENERGY INVESTMENTS, LLC	
	State the term remaining			
	List the contract number of any government contract			
2.28	State what the contract or lease is for and the nature of the debtor's interest	2016-12-22 AMENDED AND RESTATED MANAGEMENT AGREEMENT BY AND BETWEEN GOLDEN FIELDS SOLAR I, LLC AND SUNPOWER CAPITAL SERVICES,	GOLDEN FIELDS SOLAR I, LLC	
	State the term remaining			
	List the contract number of any government contract			
2.29	State what the contract or lease is for and the nature of the debtor's interest	2019-03-26 LETTER AGREEMENT ESTABLISHING CERTAIN TERMS PURSUANT TO A MEMBERSHIP INTEREST PURCHASE AND SALE AGREEMENT (MIPA) OF THE SAME DATE BY AND BETWEEN GOLDMAN SACHS RENEWABLE POWER LLC (GSRP), SWINGLETREE OPERATIONS, LLC,	GOLDMAN SACHS RENEWABLE POWER, LLC	
	State the term remaining			
	List the contract number of any government contract			
2.30	State what the contract or lease is for and the nature of the debtor's interest	2021-08-20 AMENDED AND RESTATED MANAGEMENT AGREEMENT BETWEEN GOODFELLOW SOLAR II, LLC AND SUNPOWER CAPITAL SERVICES,	GOODFELLOW SOLAR II, LLC	
	State the term remaining	ŕ		
	List the contract number of any government contract			
2.31	State what the contract or lease is for and the nature of the debtor's interest	MANAGER TRANSITION AGREEMENT DATED NOVEMBER 28, 2018	GREATAMERICA PORTFOLIO SERVICES,GROUP LLC ATTENTION: GENERAL MANAGER; RISK OPERATIONS LEADER 408 E. MAIN STREET	
	State the term remaining		SUITE 6 MARSHALL, MN 56258	
	List the contract number of any government contract			
2.32	State what the contract or lease is for and the nature of the debtor's interest	2016-12-05 PURCHASE AND CONTRIBUTION AGREEMENT BY AND BETWEEN , G-I ENERGY INVESTMENTS, LLC, HA HELIX, LLC, HELIX FUND I, LLC, SUNPOWER HELIX I, LLC, SUNPOWER CORPORATION, SYSTEMS AND SUNPOWER CAPITAL SERVICES, LLC	HA HELIX, LLC	
	State the term remaining			
	List the contract number of any government contract			
2.33	State what the contract or lease is for and the nature of the debtor's interest	2016-12-05 PURCHASE AND CONTRIBUTION AGREEMENT BY AND BETWEEN G-I ENERGY INVESTMENTS, LLC, HA HELIX, LLC, HELIX FUND I, LLC, SUNPOWER HELIX I, LLC, SUNPOWER CAPITAL SERVICES, LLC AND SUNPOWER CORPORATION, SYSTEMS	HA HELIX, LLC	
	State the term remaining			
	List the contract number of any government contract			

	Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page.				
Lis	st all contracts and unexpired l	eases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease		
2.34	State what the contract or lease is for and the nature of the debtor's interest	2016-12-23 INVESTOR FUNDING CONTRIBUTION AGREEMENT PURSUANT TO A PURCHASE AND CONTRIBUTION AGREEMENT, DATED 12/5/2016, BY AND BETWEEN HA HELIX, LLC, G-I ENERGY INVESTMENTS, LLC, HELIX FUND I, LLC, SUNPOWER HELIX I, LLC, SUNPOWER CAPITAL	HA HELIX, LLC		
	State the term remaining List the contract number of				
	any government contract				
2.35	State what the contract or lease is for and the nature of the debtor's interest	2017-03-10 AMENDED AND RESTATED PURCHASE AND CONTRIBUTION AGREEMENT BY AND BETWEEN G-I ENERGY INVESTMENTS, LLC, HA HELIX, LLC, HELIX FUND I, LLC, SUNPOWER HELIX I, LLC, SUNPOWER CAPITAL SERVICES, LLC AND SUNPOWER CORPORATION, SYSTEMS	HA HELIX, LLC		
	State the term remaining				
	List the contract number of any government contract				
2.36	State what the contract or lease is for and the nature of the debtor's interest	2017-03-10 INVESTOR FUNDING CONTRIBUTION AGREEMENT BY AND BETWEEN HA HELIX, LLC, G-I ENERGY INVESTMENTS, LLC, HELIX FUND I, LLC, SUNPOWER HELIX I, LLC, SUNPOWER CAPITAL SERVICES, LLC AND SUNPOWER CORPORATION, SYSTEMS	HA HELIX, LLC		
	State the term remaining				
	List the contract number of any government contract				
2.37	State what the contract or lease is for and the nature of the debtor's interest	2017-03-30 INVESTOR FUNDING CONTRIBUTION AGREEMENT BY AND BETWEEN HA HELIX, LLC, G-I ENERGY INVESTMENTS, LLC, HELIX FUND I, LLC, SUNPOWER HELIX I, LLC, SUNPOWER CAPITAL SERVICES, LLC, AND SUNPOWER CORPORATION, SYSTEMS	HA HELIX, LLC		
	State the term remaining				
	List the contract number of any government contract				
2.38	State what the contract or lease is for and the nature of the debtor's interest	2017-12-20 ADMISSION OF MANAGER AS MEMBER OF HELIX HOLDCO BY AND AMONG G-I ENERGY INVESTMENTS, LLC, HA HELIX, LLC, HELIX FUND I, LLC, SUNPOWER CORPORATION, SYSTEMS, SUNPOWER HELIX I, LLC AND SUNPOWER CAPITAL SERVICES, LLC	HA HELIX, LLC		
	State the term remaining				
	List the contract number of any government contract				
2.39	State what the contract or lease is for and the nature of the debtor's interest	2017-12-20 FIRST AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF HELIX FUND I, LLC ENTERED AMONG HA HELIX LLC, G-I ENERGY INVESTMENTS LLC, AND SUNPOWER CAPITAL SERVICES, LLC	HA HELIX, LLC		
	State the term remaining				
	List the contract number of any government contract				
2.40	State what the contract or lease is for and the nature of the debtor's interest	2018-04-26 INVESTOR FUNDING CONTRIBUTION AGREEMENT BY AND BETWEEN G-I ENERGY INVESTMENTS, LLC, HA HELIX, LLC, HELIX FUND I, LLC, SUNPOWER HELIX I, LLC, SUNPOWER CAPITAL SERVICES, LLC, AND SUNPOWER CORPORATION, SYSTEMS	HA HELIX, LLC		
	State the term remaining				
	List the contract number of any government contract				



Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page.				
Lis	st all contracts and unexpired lo	eases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease	
2.41	State what the contract or lease is for and the nature of the debtor's interest	2018-04-26 SECOND AMENDED AND RESTATED PURCHASE AND CONTRIBUTION AGREEMENT BY AND BETWEEN G-I ENERGY INVESTMENTS, LLC, HA HELIX, LLC, HELIX FUND I, LLC, SUNPOWER HELIX I, LLC, SUNPOWER CAPITAL SERVICES, LLC AND SUNPOWER CORPORATION, SYSTEMS	HA HELIX, LLC	
	State the term remaining			
	List the contract number of any government contract			
2.42	State what the contract or lease is for and the nature of the debtor's interest	2018-10-05 INVESTOR FUNDING CONTRIBUTION AGREEMENT BY AND BETWEEN HA HELIX, LLC, G-I ENERGY INVESTMENTS, LLC, HELIX FUND I, LLC, SUNPOWER HELIX I, LLC, SUNPOWER CAPITAL SERVICES, LLC AND SUNPOWER CORPORATION, SYSTEMS	HA HELIX, LLC	
	State the term remaining			
	List the contract number of any government contract			
.43	State what the contract or lease is for and the nature of the debtor's interest	2019-02-15 ACTION BY WRITTEN CONSENT OF THE DIRECTORS OF SUNPOWER CORPORATION, SYSTEMS FOR 2019-02-15 THIRD AMENDED AND RESTATED PURCHASE AND CONTRIBUTION AGREEMENT BY AND BETWEEN G-I ENERGY INVESTMENTS, LLC, HA HELIX, LLC,	, HA HELIX, LLC	
	State the term remaining			
	List the contract number of any government contract			
.44	State what the contract or lease is for and the nature of the debtor's interest	2019-02-15 INVESTOR FUNDING CONTRIBUTION AGREEMENT BY AND BETWEEN G-I ENERGY INVESTMENTS, LLC, HA HELIX, LLC, HELIX FUND I, LLC, SUNPOWER HELIX I, LLC, SUNPOWER CAPITAL SERVICES, LLC, AND SUNPOWER CORPORATION, SYSTEMS	HA HELIX, LLC	
	State the term remaining			
	List the contract number of any government contract			
.45	State what the contract or lease is for and the nature of the debtor's interest	2016-12-05 FLOW OF FUNDS AGREEMENT FOR HELIX FUND CLOSING AND INITIAL FUNDING BY AND AMONG G-I ENERGY INVESTMENTS, LLC, HAHELIX, LLC, HELIX FUND I, LLC. SUNPOWER HELIX I, LLC, SUNPOWER CAPITAL SERVICES, LLC, AND SUNPOWER CORPORATION, SYSTEMS	TILLIAT OND I, LLC	
	State the term remaining			
	List the contract number of any government contract			
.46	State what the contract or lease is for and the nature of the debtor's interest	2016-12-05 PURCHASE AND CONTRIBUTION AGREEMENT BY AND BETWEEN , G-I ENERGY INVESTMENTS, LLC, HA HELIX, LLC, HELIX FUND I, LLC, SUNPOWER HELIX I, LLC, SUNPOWER CORPORATION, SYSTEMS AND SUNPOWER CAPITAL SERVICES, LLC	HELIX FUND I, LLC	
	State the term remaining			
	List the contract number of any government contract			
.47	State what the contract or lease is for and the nature of the debtor's interest	2016-12-05 PURCHASE AND CONTRIBUTION AGREEMENT BY AND BETWEEN G-I ENERGY INVESTMENTS, LLC, HA HELIX, LLC, HELIX FUND I, LLC, SUNPOWER HELIX I, LLC, SUNPOWER CAPITAL SERVICES, LLC AND SUNPOWER CORPORATION, SYSTEMS	HELIX FUND I, LLC	
	State the term remaining			
	List the contract number of any government contract			

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Lis	at all contracts and unexpired le		State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease		
2.48	State what the contract or lease is for and the nature of the debtor's interest	2017-03-10 AMENDED AND RESTATED PURCHASE AND CONTRIBUTION AGREEMENT BY AND BETWEEN G-I ENERGY INVESTMENTS, LLC, HA HELIX, LLC, HELIX FUND I, LLC, SUNPOWER HELIX I, LLC, SUNPOWER CAPITAL SERVICES, LLC AND SUNPOWER CORPORATION, SYSTEMS	HELIX FUND I, LLC		
	State the term remaining List the contract number of any government contract				
2.49	State what the contract or lease is for and the nature of the debtor's interest	2017-03-10 INVESTOR FUNDING CONTRIBUTION AGREEMENT BY AND BETWEEN HA HELIX, LLC, G-I ENERGY INVESTMENTS, LLC, HELIX FUND I, LLC, SUNPOWER HELIX I, LLC, SUNPOWER CAPITAL SERVICES, LLC AND SUNPOWER CORPORATION, SYSTEMS	HELIX FUND I, LLC		
	State the term remaining List the contract number of any government contract				
2.50	State what the contract or lease is for and the nature of the debtor's interest	2017-03-10 OMNIBUS FIRST AMENDMENT AGREEMENT BY AND BETWEEN HELIX FUND I, LLC, NORTHSTAR MACYS US WEST 2016, LLC, NORTHSTAR MACYS COLORADO, LLC, SUNPOWER CAPITAL SERVICES, LLC, AND SUNPOWER CORPORATION, SYSTEMS	HELIX FUND I, LLC		
	State the term remaining List the contract number of any government contract				
2.51	State what the contract or lease is for and the nature of the debtor's interest	2017-03-10 SUNPOWER GUARANTOR ACKNOWLEDGEMENT AND AFFIRMATION BY AND BETWEEN HELIX FUND I, LLC, SUNPOWER CAPITAL SERVICES, LLC, AND SUNPOWER CORPORATION, SYSTEMS	HELIX FUND I, LLC		
	State the term remaining List the contract number of any government contract				
2.52	State what the contract or lease is for and the nature of the debtor's interest	2017-03-30 INVESTOR FUNDING CONTRIBUTION AGREEMENT BY AND BETWEEN HA HELIX, LLC, G-I ENERGY INVESTMENTS, LLC, HELIX FUND I, LLC, SUNPOWER HELIX I, LLC, SUNPOWER CAPITAL SERVICES, LLC, AND SUNPOWER CORPORATION, SYSTEMS	HELIX FUND I, LLC		
	State the term remaining List the contract number of any government contract				
2.53	State what the contract or lease is for and the nature of the debtor's interest	2017-12-20 ADMISSION OF MANAGER AS MEMBER OF HELIX HOLDCO BY AND AMONG G-I ENERGY INVESTMENTS, LLC, HA HELIX, LLC, HELIX FUND I, LLC, SUNPOWER CORPORATION, SYSTEMS, SUNPOWER HELIX I, LLC AND SUNPOWER CAPITAL SERVICES, LLC	HELIX FUND I, LLC		
	State the term remaining List the contract number of any government contract				
2.54	State what the contract or lease is for and the nature of the debtor's interest	2019-02-15 ACTION BY WRITTEN CONSENT OF THE DIRECTORS OF SUNPOWER CORPORATION, SYSTEMS FOR 2019-02-15 THIRD AMENDED AND RESTATED PURCHASE AND CONTRIBUTION AGREEMENT BY AND BETWEEN G-I ENERGY INVESTMENTS, LLC, HA HELIX, LLC,	HELIX FUND I, LLC		
	State the term remaining List the contract number of any government contract				

Debtor

Name

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List all contracts and unexpired leases		eases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease	
55	State what the contract or lease is for and the nature of the debtor's interest	2019-02-15 INVESTOR FUNDING CONTRIBUTION AGREEMENT BY AND BETWEEN G-I ENERGY INVESTMENTS, LLC, HA HELIX, LLC, HELIX FUND I, LLC, SUNPOWER HELIX I, LLC, SUNPOWER CAPITAL SERVICES, LLC, AND SUNPOWER CORPORATION, SYSTEMS	HELIX FUND I, LLC	
	State the term remaining			
	List the contract number of any government contract			
56	State what the contract or lease is for and the nature of the debtor's interest	2019-02-15 THIRD AMENDED AND RESTATED PURCHASE AND CONTRIBUTION AGREEMENT BY AND BETWEEN G-I ENERGY INVESTMENTS, LLC, HA HELIX, LLC, HELIX FUND I, LLC, SUNPOWER HELIX I, LLC, SUNPOWER CAPITAL SERVICES, LLC AND SUNPOWER CORPORATION, SYSTEMS	HELIX FUND I, LLC	
	State the term remaining			
	List the contract number of any government contract			
57	State what the contract or lease is for and the nature of the debtor's interest	MANAGEMENT AGREEMENT DATED DECEMBER 5, 2016	HELIX FUND I, LLC C/O SUNPOWER CAPITAL SERVICES, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, TX 78758	
	State the term remaining			
	List the contract number of any government contract			
58	State what the contract or lease is for and the nature of the debtor's interest	MANAGEMENT AGREEMENT , DATED 12/05/2016	HELIX FUND I, LLC C/O SUNPOWER CAPITAL SERVICES, LLC 2900 ESPERANZA CROSSING, 2ND FLOOR 2ND FLOOR ATTN: CHRISTOPHER COUTURE	
	State the term remaining		AUSTIN, TX 78758	
	List the contract number of any government contract			
59	State what the contract or lease is for and the nature of the debtor's interest	MANAGEMENT AGREEMENT, DATED 12/05/2016	HELIX FUND I, LLC C/O SUNPOWER CAPITAL SERVICES, LLC 2900 ESPERANZA CROSSING, 2ND FLOOR 2ND FLOOR ATTN: CHRISTOPHER COUTURE AUSTIN, TX 78758	
	State the term remaining		A031IN, 1X 70730	
	List the contract number of any government contract			
60	State what the contract or lease is for and the nature of the debtor's interest	SCHEDULE 1, SERVICE FEES, DATED 02/15/2019	HELIX FUND I, LLC C/O SUNPOWER CAPITAL SERVICES, LLC 2900 ESPERANZA CROSSING, 2ND FLOOR 2ND FLOOR ATTN: CHRISTOPHER COUTURE	
	State the term remaining		AUSTIN, TX 78758	
	List the contract number of any government contract			
31	State what the contract or lease is for and the nature of the debtor's interest	SCHEDULE 1, SERVICE FEES, DATED 04/26/2018	HELIX FUND I, LLC C/O SUNPOWER CAPITAL SERVICES, LLC 2900 ESPERANZA CROSSING, 2ND FLOOR 2ND FLOOR ATTN: CHRISTOPHER COUTURE	
	State the term remaining		AUSTIN, TX 78758	
	List the contract number of any government contract			

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List all contracts and unexpired leases		eases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease	
2.62	State what the contract or lease is for and the nature of the debtor's interest	NON-DISCLOSURE AGREEMENT, DATED 05/04/2022	INSPIRATION MOBILITY GROUP LLC 1333 NEW HAMPSHIRE AVE NW SUITE 440 WASHINGTON, DC 20036	
	State the term remaining List the contract number of any government contract			
2.63	State what the contract or lease is for and the nature of the debtor's interest	LEASE SERVICING AGREEMENT DATED FEBRUARY 22,2024	JUNIPER 1 RESIDENTIAL SOLAR, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, TX 78729	
	State the term remaining List the contract number of any government contract			
2.64	State what the contract or lease is for and the nature of the debtor's interest	TRANSACTION MANAGEMENT AGREEMENT DATED FEBRUARY 22, 2024	JUNIPER 1 RESIDENTIAL SOLAR, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, TX 78729	
	State the term remaining List the contract number of any government contract			
2.65	State what the contract or lease is for and the nature of the debtor's interest	TRANSACTION MANAGEMENT AGREEMENT DATED FEBRUARY 22, 2024	JUNIPER 1 SENIOR BORROWER, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, TX 78729	
	State the term remaining List the contract number of any government contract			
2.66	State what the contract or lease is for and the nature of the debtor's interest	LEASE SERVICING AGREEMENT DATED FEBRUARY 22,2024	JUNIPER 1 SOLARBLOOM, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, TX 78729	
	State the term remaining List the contract number of any government contract			
2.67	State what the contract or lease is for and the nature of the debtor's interest	DEVELOPMENT ASSET PURCHASE AGREEMENT, DATED 2/22/2024	JUNIPER DEV PARTNERS, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, TX 78758	
	State the term remaining List the contract number of any government contract			
2.68	State what the contract or lease is for and the nature of the debtor's interest	2020-06-26 AMENDED AND RESTATED MANAGEMENT AGREEMENT BY AND BETWEEN KERN HIGH SCHOOL DISTRICT SOLAR 3, LLC AND SUNPOWER	KERN HIGH SCHOOL DISTRICT SOLAR 3, LLC	
	State the term remaining List the contract number of any government contract	22 21 2, 220 22 23 W G. E.		



Debtor

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List all contracts and unexpired leases		eases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease	
69	State what the contract or lease is for and the nature of the debtor's interest	2020-06-26 CONSENT TO ASSIGNMENT BY AND BETWEEN ST TOTAL STRONG SOLAR STATUTORY TRUST, KERN HIGH SCHOOL DISTRICT SOLAR 3, LLC AND	KERN HIGH SCHOOL DISTRICT SOLAR 3, LLC	
	State the term remaining List the contract number of any government contract			
0.0	State what the contract or lease is for and the nature of the debtor's interest	2020-06-26 GUARANTY AGREEMENT BY AND BETWEEN KERN HIGH SCHOOL DISTRICT SOLAR 3, LLC AND SUNPOWER CORPORATION	KERN HIGH SCHOOL DISTRICT SOLAR 3, LLC	
	State the term remaining List the contract number of any government contract			
'1	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	AMENDED AND RESTATED MANAGEMENT AGREEMENT, DATED 06/26/2020	KERN HIGH SCHOOL DISTRICT SOLAR 3, LLC 575 MARKET STREET SUITE 1900 ATTN: ALI MIZRA SAN FRANCISCO, CA 94105	
2	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	2021-08-27 AMENDED AND RESTATED MANAGEMENT AGREEMENT BY AND BETWEEN LINCOLN SOLAR STAR, LLC AND SUNPOWER CAPITAL SERVICES,	LINCOLN SOLAR STAR, LLC	
3	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	2017-03-10 OMNIBUS FIRST AMENDMENT AGREEMENT BY AND BETWEEN HELIX FUND I, LLC, NORTHSTAR MACYS US WEST 2016, LLC, NORTHSTAR MACYS COLORADO, LLC, SUNPOWER CAPITAL SERVICES, LLC, AND SUNPOWER CORPORATION, SYSTEMS	NORTHSTAR MACYS US WEST 2016, LLC	
4	State what the contract or lease is for and the nature of the debtor's interest	AGREEMENT, DATED 03/11/2022	PENTAGON FEDERAL CREDIT UNION 2930 EISENHOWER AVENUE ALEXANDRIA, VA 22314	
	State the term remaining List the contract number of any government contract			
5	State what the contract or lease is for and the nature of the debtor's interest	MASTER SERVICE AGREEMENT, DATED 03/11/2022	PENTAGON FEDERAL CREDIT UNION 2930 EISENHOWER AVENUE ALEXANDRIA, VA 22314	
	State the term remaining List the contract number of any government contract			

		eases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease
76	State what the contract or lease is for and the nature of the debtor's interest State the term remaining	LEASE SERVICING AGREEMENT DATED JUNE 22,2018	PERPETUAL SUNSHINE I, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, CA 95134
	List the contract number of any government contract		
7	State what the contract or lease is for and the nature of the debtor's interest	2022-01-07 CONSENT, WAIVER, RELEASE AND AMENDMENT AGREEMENT BY AND AMONG SUNPOWER COMMERCIAL HOLDING COMPANY IV, LLC, SUNPOWER CORPORATION, SUNPOWER CORPORATION, SYSTEMS, SUNPOWER CAPITAL SERVICES, LLC, RF SP	REGIONS EQUIPMENT FINANCE, LTD.
	State the term remaining List the contract number of any government contract		
8	State what the contract or lease is for and the nature of the debtor's interest	2022-01-07 CONSENT, WAIVER, RELEASE AND AMENDMENT AGREEMENT BY AND BETWEEN SUNPOWER COMMERCIAL HOLDING COMPANY IV, LLC, SUNPOWER CORPORATION, SUNPOWER CORPORATION, SYSTEMS, SUNPOWER CAPITAL SERVICES, LLC, RF SP	REGIONS EQUIPMENT FINANCE, LTD.
	State the term remaining List the contract number of any government contract		
9	State what the contract or lease is for and the nature of the debtor's interest	2022-01-07 CONSENT, WAIVER, RELEASE AND AMENDMENT AGREEMENT BY AND AMONG SUNPOWER COMMERCIAL HOLDING COMPANY IV, LLC, SUNPOWER CORPORATION, SUNPOWER CORPORATION, SYSTEMS, SUNPOWER CAPITAL SERVICES, LLC, RF SP	RF SP SOLAR TRUST
	State the term remaining List the contract number of any government contract		
0	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of	MASTER SERVICING AGREEMENT DATED APRIL 4, 2023	RLP 1 RESIDENTIAL SOLAR, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, TX 78729
1	State what the contract or lease is for and the nature of the debtor's interest	2021-12-23 CONSENT, WAIVER, RELEASE AND AMENDMENT AGREEMENT BY AND AMONG SOLAR STAR ARIZONA XIII, LLC, SUNPOWER CORPORATION, SUNPOWER CORPORATION, SUNPOWER CAPITAL SERVICES, LLC, ST SULPHUR SPRINGS SOLAR STATUTORY	SOLAR STAR ARIZONA XIII, LLC
	State the term remaining List the contract number of any government contract		
2	State what the contract or lease is for and the nature of the debtor's interest	2016-12-22 AMENDED AND RESTATED MANAGEMENT AGREEMENT BY AND BETWEEN SOLAR STAR CALIFORNIA XLI, LLC AND SUNPOWER CAPITAL	SOLAR STAR CALIFORNIA XLI, LLC 880 HARBOUR WAY SUITE 600 RICHMOND, CA 94804
	State the term remaining List the contract number of		

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List all contracts and unexpired leases		eases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease	
2.83	State what the contract or lease is for and the nature of the debtor's interest	2021-08-10 AMENDED AND RESTATED MANAGEMENT AGREEMENT BY AND BETWEEN SUNPOWER CAPITAL SERVICES, LLC AND SOLAR STAR CO 1, LLC	SOLAR STAR CO CO 1, LLC	
	State the term remaining List the contract number of any government contract			
.84	State what the contract or lease is for and the nature of the debtor's interest	2021-08-10 CONSENT TO ASSIGNMENT BY AND BETWEEN ST TOTAL STRONG SOLAR STATUTORY TRUST, SOLAR STAR CO CO 1, LLC, AND SUNPOWER CAPITAL		
	State the term remaining List the contract number of any government contract	, and com on End, a mile		
.85	State what the contract or lease is for and the nature of the debtor's interest State the term remaining	2021-04-02 GUARANTY AGREEMENT BY AND BETWEEN SOLAR STAR CO CO 2, LLC, SUNPOWER CORPORATION, SYSTEMS, AND SUNPOWER CAPITAL SERVICES,	SOLAR STAR CO CO 2, LLC	
	List the contract number of any government contract State what the contract or	2021-04-02 MANAGEMENT AGREEMENT BY AND BETWEEN	SOLAR STAR CO CO 2, LLC	
2.86	lease is for and the nature of the debtor's interest	SOLAR STAR CO CO 2, LLC AND SUNPOWER CAPITAL SERVICES, LLC		
	List the contract number of any government contract			
2.87	State what the contract or lease is for and the nature of the debtor's interest	2020-11-23 CONSENT AND AGREEMENT PURSUANT TO MANAGEMENT AGREEMENT OF THE SAME DATE BY AND AMONG SUNPOWER CAPITAL SERVICES, SOLAR STAR PRIME 3, LLC AND WILMINGTON TRUST, NATIONAL ASSOCIATION	SOLAR STAR PRIME 3, LLC	
	State the term remaining List the contract number of any government contract			
2.88	State what the contract or lease is for and the nature of the debtor's interest	2020-11-23 MANAGEMENT AGREEMENT BY AND BETWEEN SOLAR STAR PRIME 3,LLC AND SUNPOWER CAPITAL SERVICES, LLC	SOLAR STAR PRIME 3, LLC	
	State the term remaining List the contract number of any government contract			
2.89	State what the contract or lease is for and the nature of the debtor's interest	2020-12-24 AMENDED AND RESTATED MANAGEMENT AGREEMENT BY AND BETWEEN SOLAR STAR PRIME 5, LLC AND SUNPOWER CAPITAL SERVICES,	SOLAR STAR PRIME 5, LLC	
	State the term remaining List the contract number of any government contract			

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		eases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease	
2.90	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	AMENDED AND RESTATED MANAGEMENT AGREEMENT, DATED 12/24/2020	SOLAR STAR PRIME 5, LLC C/O TOTAL STRONG, LLC 575 MARKET STREET SUITE 1900 ATTN: ALI MIZRA SAN FRANCISCO, CA 94105	
2.91	State what the contract or lease is for and the nature of the debtor's interest State the term remaining	2020-04-29 MANAGEMENT AGREEMENT BY AND BETWEEN SOLAR STAR PRIME 6, LLC AND SUNPOWER CAPITAL SERVICES, LLC	SOLAR STAR PRIME 6, LLC	
	List the contract number of any government contract			
2.92	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of	2021-09-21 CONSENT AND AGREEMENT BY AND BETWEEN SOLAR STAR RIVER SLB, LLC, WILMINGTON TRUST, NATIONAL ASSOCIATION, AND SUNPOWER	SOLAR STAR RIVER SLB, LLC	
2.93	State what the contract or lease is for and the nature of the debtor's interest	2021-09-21 MANAGEMENT AGREEMENT BY AND BETWEEN SOLAR STAR RIVER SLB, LLC AND SUNPOWER CAPITAL SERVICES,	SOLAR STAR RIVER SLB, LLC	
	State the term remaining List the contract number of any government contract	LLC		
2.94	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	2021-12-21 CONSENT AND AGREEMENT BY AND BETWEEN SOLAR STAR RIVER SLB, LLC, WILMINGTON TRUST, NATIONAL ASSOCIATION, AND SUNPOWER	SOLAR STAR RIVER SLB, LLC	
2.95	State what the contract or lease is for and the nature of the debtor's interest	2021-12-21 MANAGEMENT AGREEMENT BY AND BETWEEN SOLAR STAR RIVER SLB, LLC AND SUNPOWER CAPITAL SERVICES, LLC	SOLAR STAR RIVER SLB, LLC	
	State the term remaining List the contract number of any government contract	-		
2.96	State what the contract or lease is for and the nature of the debtor's interest	2021-12-30 CONSENT AND AGREEMENT BY AND BETWEEN SOLAR STAR RIVER SLB, LLC, WILMINGTON TRUST, NATIONAL ASSOCIATION, AND SUNPOWER	SOLAR STAR RIVER SLB, LLC	
	State the term remaining List the contract number of any government contract			

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page.			
		eases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease
97	State what the contract or lease is for and the nature of the debtor's interest	2021-12-30 MANAGEMENT AGREEMENT BY AND BETWEEN SOLAR STAR RIVER SLB, LLC AND SUNPOWER CAPITAL SERVICES, LLC	SOLAR STAR RIVER SLB, LLC
	State the term remaining List the contract number of any government contract		
8	State what the contract or lease is for and the nature of the debtor's interest	2022-05-11 CONSENT AND AGREEMENT (MANAGEMENT AGREEMENT) BY AND BETWEEN SOLAR STAR RIVER SLB, LLC, WILMINGTON TRUST, NATIONAL ASSOCIATION AND SUNPOWER CAPITAL SERVICES, LLC	SOLAR STAR RIVER SLB, LLC
	State the term remaining List the contract number of any government contract		
9	State what the contract or lease is for and the nature of the debtor's interest State the term remaining	2022-05-11 MANAGEMENT AGREEMENT BY AND BETWEEN SOLAR STAR RIVER SLB, LLC AND SUNPOWER CAPITAL SERVICES, LLC	SOLAR STAR RIVER SLB, LLC
	List the contract number of any government contract		
00	State what the contract or lease is for and the nature of the debtor's interest	2021-09-21 AMENDED AND RESTATED MANAGEMENT AGREEMENT BY AND BETWEEN SOLAR STAR RIVER, LLC AND SUNPOWER CAPITAL SERVICES,	SOLAR STAR RIVER, LLC
	State the term remaining List the contract number of any government contract		
)1	State what the contract or lease is for and the nature of the debtor's interest	2021-12-30 SECOND OMNIBUS AMENDMENT TO SECOND AMENDED AND RESTATED ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT, AMENDED AND RESTATED MANAGEMENT AGREEMENT, AMENDED AND RESTATED OPERATION AND	SOLAR STAR RIVER, LLC
	State the term remaining List the contract number of any government contract		
)2	State what the contract or lease is for and the nature of the debtor's interest	LEASE SERVICING AGREEMENT DATED AS OF MAY 31, 2013	SPWR MS 2013-1, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, CA 94804
_	State the term remaining List the contract number of any government contract		,
3	State what the contract or lease is for and the nature of the debtor's interest	2021-12-23 CONSENT, WAIVER, RELEASE AND AMENDMENT AGREEMENT BY AND AMONG SOLAR STAR ARIZONA XIII, LLC, SUNPOWER CORPORATION, SUNPOWER CORPORATION, SYSTEMS, SUNPOWER CAPITAL SERVICES, LLC, ST SULPHUR SPRINGS SOLAR STATUTORY	ST SULPHUR SPRINGS SOLAR STATUTORY TRUST
	State the term remaining List the contract number of any government contract		

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List all contracts and unexpired leases			State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease	
104	State what the contract or lease is for and the nature of the debtor's interest	2021-12-23 CONSENT, WAIVER, RELEASE AND AMENDMENT AGREEMENT BY AND BETWEEN SOLAR STAR ARIZONA XIII, LLC, SUNPOWER CORPORATION, SUNPOWER CORPORATION, SYSTEMS, SUNPOWER CAPITAL SERVICES, LLC, ST SULPHUR SPRINGS SOLAR STATUTORY	ST SULPHUR SPRINGS SOLAR STATUTORY TRUST	
	State the term remaining			
	List the contract number of any government contract			
105	State what the contract or lease is for and the nature of the debtor's interest	2021-12-23 CONSENT, WAIVER, RELEASE AND AMENDMENT AGREEMENT BY AND BETWEEN SUNPOWER COMMERCIAL HOLDING COMPANY VI, LLC, SUNPOWER CORPORATION, SUNPOWER CORPORATION, SYSTEMS, SUNPOWER CAPITAL SERVICES, LLC, ST	ST SUNPOWER II SOLAR STATUTORY TRUST	
	State the term remaining			
	List the contract number of any government contract			
106	State what the contract or lease is for and the nature of the debtor's interest	2021-12-23 CONSENT, WAIVER, RELEASE AND AMENDMENT AGREEMENT BY AND BETWEEN SUNPOWER COMMERCIAL HOLDING COMPANY VI, LLC, WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION, TRUIST EQUIPMENT FINANCE CORP., FASSET-WALKER II, LLC,	ST SUNPOWER II SOLAR STATUTORY TRUST	
	State the term remaining			
	List the contract number of any government contract			
2.107	State what the contract or lease is for and the nature of the debtor's interest	2020-06-26 CONSENT TO ASSIGNMENT BY AND BETWEEN ST TOTAL STRONG SOLAR STATUTORY TRUST, KERN HIGH SCHOOL DISTRICT SOLAR 3, LLC AND	ST TOTAL STRONG SOLAR STATUTORY TRUST	
	State the term remaining			
	List the contract number of any government contract			
.108	State what the contract or lease is for and the nature of the debtor's interest	LEASE SERVICING AGREEMENT DATED AUGUST 10,2018	SUNPOWER ACCESS I, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, TX 78758	
	State the term remaining		Account, increase	
	List the contract number of any government contract			
.109	State what the contract or lease is for and the nature of the debtor's interest	AMENDED AND RESTATED LEASE SERVICING AGREEMENT DATED JUNE 24,2015	SUNPOWER RESIDENTIAL I, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, CA 94804	
	State the term remaining		Account, CA 34004	
	List the contract number of any government contract			
.110	State what the contract or lease is for and the nature of the debtor's interest	LEASE SERVICING AGREEMENT DATED MAY 4,2015	SUNPOWER RESIDENTIAL I, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, CA 94804	
	State the term remaining		,	
	List the contract number of any government contract			

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page.			
Lis	t all contracts and unexpired lo	eases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease
.111	State what the contract or lease is for and the nature of the debtor's interest	LEASE SERVICING AGREEMENT DATED AUGUST 10, 2018	SUNPOWER RESIDENTIAL III, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, TX 78758
	State the term remaining List the contract number of any government contract		
112	State what the contract or lease is for and the nature of the debtor's interest	LEASE SERVICING AGREEMENT DATED JULY 1,2021	SUNPOWER RESIDENTIAL IV, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, TX 78729
	State the term remaining List the contract number of any government contract		
.113	State what the contract or lease is for and the nature of the debtor's interest State the term remaining	MANAGEMENT AGREEMENT DATED NOVEMBER 28, 2018	SUNSTRONG 2018-1 ISSUER, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, TX 78758
	List the contract number of any government contract		
2.114	State what the contract or lease is for and the nature of the debtor's interest	MANAGER TRANSITION AGREEMENT DATED NOVEMBER 28, 2018	SUNSTRONG 2018-1 ISSUER, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, TX 78758
	State the term remaining List the contract number of any government contract		
.115	State what the contract or lease is for and the nature of the debtor's interest	ACKNOWLEDGMENT AND AMENDMENT AGREEMENT DATED JUNE 14, 2019	SUNSTRONG CAPITAL HOLDINGS, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN,
	State the term remaining List the contract number of any government contract		
116	State what the contract or lease is for and the nature of the debtor's interest	ACKNOWLEDGMENT AND AMENDMENT AGREEMENT DATED JUNE 6, 2019	SUNSTRONG CAPITAL HOLDINGS, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN,
	State the term remaining List the contract number of any government contract		
117	State what the contract or lease is for and the nature of the debtor's interest	AMENDED AND RESTATED MANAGEMENT AGREEMENT DATED JULY 2, 2021	SUNSTRONG CAPITAL HOLDINGS, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, TX 78729
	State the term remaining List the contract number of any government contract		A001114, 1A 10123

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page.			
Lis	t all contracts and unexpired le	eases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease
118	State what the contract or lease is for and the nature of the debtor's interest	DEVELOPMENT ASSET PURCHASE AGREEMENT, DATED 6/6/2019	SUNSTRONG PARTNERS, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, TX 78758
	State the term remaining List the contract number of any government contract		
119	State what the contract or lease is for and the nature of the debtor's interest	DEVELOPMENT ASSET PURCHASE AGREEMENT, DATED 9/17/2020	SUNSTRONG PARTNERS, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, TX 78758
	State the term remaining List the contract number of any government contract		
2.120	State what the contract or lease is for and the nature of the debtor's interest	AGREEMENT, DATED 06/01/2022	TECHNOLOGY CREDIT UNION 2010 NORTH FIRST STREET SAN JOSE, CA 95131
	State the term remaining List the contract number of any government contract		
2.121	State what the contract or lease is for and the nature of the debtor's interest	INTERCOMPANY AGREEMENT, DATED 05/18/2018	TOTAL S. A. 2 PLACE JEAN MILLER, LA DEFENSE 6 COURBEVOIE, 92400 FRANCE
	State the term remaining List the contract number of any government contract		
122	State what the contract or lease is for and the nature of the debtor's interest	2020-06-26 MANAGEMENT AGREEMENT BETWEEN TOTAL STRONG, LLC AND SUNPOWER CAPITAL SERVICES, LLC	TOTAL STRONG, LLC
	State the term remaining List the contract number of any government contract		
123	State what the contract or lease is for and the nature of the debtor's interest	2021-12-23 CONSENT, WAIVER, RELEASE AND AMENDMENT AGREEMENT BY AND AMONG SOLAR STAR ARIZONA XIII, LLC, SUNPOWER CORPORATION, SUNPOWER CORPORATION, SYSTEMS, SUNPOWER CAPITAL SERVICES, LLC, ST SULPHUR SPRINGS SOLAR STATUTORY	TRUIST EQUIPMENT FINANCE CORP. 214 N TRYON STREET CHARLOTTE, NC 28202
	State the term remaining List the contract number of any government contract		
124	State what the contract or lease is for and the nature of the debtor's interest	2021-12-23 CONSENT, WAIVER, RELEASE AND AMENDMENT AGREEMENT BY AND BETWEEN SOLAR STAR ARIZONA XIII, LLC, SUNPOWER CORPORATION, SUNPOWER CORPORATION, SYSTEMS, SUNPOWER CAPITAL SERVICES, LLC, ST SULPHUR SPRINGS SOLAR STATUTORY	TRUIST EQUIPMENT FINANCE CORP. 214 N TRYON STREET CHARLOTTE, NC 28202
	State the term remaining List the contract number of any government contract		



Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page.			
Lis	st all contracts and unexpired l	eases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease
125	State what the contract or lease is for and the nature of the debtor's interest	2021-12-23 CONSENT, WAIVER, RELEASE AND AMENDMENT AGREEMENT BY AND BETWEEN SUNPOWER COMMERCIAL HOLDING COMPANY VI, LLC, SUNPOWER CORPORATION, SUNPOWER CORPORATION, SYSTEMS, SUNPOWER CAPITAL SERVICES, LLC, ST	TRUIST EQUIPMENT FINANCE CORP. 214 N TRYON STREET CHARLOTTE, NC 28202
	State the term remaining List the contract number of any government contract		
26	State what the contract or lease is for and the nature of the debtor's interest	2021-12-23 CONSENT, WAIVER, RELEASE AND AMENDMENT AGREEMENT BY AND BETWEEN SUNPOWER COMMERCIAL HOLDING COMPANY VI, LLC, WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION, TRUIST EQUIPMENT FINANCE CORP., FASSET-WALKER II, LLC,	TRUIST EQUIPMENT FINANCE CORP. 214 N TRYON STREET CHARLOTTE, NC 28202
	State the term remaining List the contract number of any government contract	THURSE GOTA I, MODELL MIERELLI, EEG.	
127	State what the contract or lease is for and the nature of the debtor's interest State the term remaining	LEASE SERVICING AGREEMENT DATED SEPTEMBER 17, 2020	ULTRALIGHT 2 RESIDENTIAL SOLAR, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, TX 78729
	List the contract number of any government contract		
.128	State what the contract or lease is for and the nature of the debtor's interest	MANAGEMENT AGREEMENT DATED SEPTEMBER 17, 2020	ULTRALIGHT 2 RESIDENTIAL SOLAR, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, TX 78729
	State the term remaining List the contract number of any government contract		
129	State what the contract or lease is for and the nature of the debtor's interest	LEASE SERVICING AGREEMENT DATED AS OF SEPTEMBER 17, 2020	ULTRALIGHT 2 SOLARBLOOM, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, TX 78729
	State the term remaining List the contract number of any government contract		
30	State what the contract or lease is for and the nature of the debtor's interest	LEASE SERVICING AGREEMENT DATED JUNE 6,2019	ULTRALIGHT RESIDENTIAL SOLAR, LLC ATTENTION: LEGAL 9229 WATERFORD CENTRE BLVD #110 AUSTIN, CA 95134
	State the term remaining List the contract number of any government contract		
131	State what the contract or lease is for and the nature of the debtor's interest	MANAGEMENT CONSENT AGREEMENT DATED JANUARY 13, 2020	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: JASON PRISCO OR LANCE YEAGLE – BORROWED SUNSHINE LLC 9062 OLD ANNAPOLIS ROAD
	State the term remaining List the contract number of any government contract		COLUMBIA, MD 21045



List all contracts and unexpired leases		eases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease
132	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	MANAGER TRANSITION AGREEMENT DATED NOVEMBER 28, 2018	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: CORPORATE TRUST SERVICES – ASSET BACKED ADMINISTRATION 600 S. 4TH STREET MAC N9300 061 MINNEAPOLIS, MN 55479
133	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	2022-01-07 CONSENT, WAIVER, RELEASE AND AMENDMENT AGREEMENT BY AND AMONG SUNPOWER COMMERCIAL HOLDING COMPANY IV, LLC, SUNPOWER CORPORATION, SUNPOWER CORPORATION, SYSTEMS, SUNPOWER CAPITAL SERVICES, LLC, RF SP	WELLS FARGO DELAWARE TRUST COMPANY, NATIONAL ASSOCIATION 100 WEST 10TH STREET WILMINGTON, DE 19801
134	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	2022-01-07 CONSENT, WAIVER, RELEASE AND AMENDMENT AGREEMENT BY AND BETWEEN SUNPOWER COMMERCIAL HOLDING COMPANY IV, LLC, SUNPOWER CORPORATION, SUNPOWER CORPORATION, SYSTEMS, SUNPOWER CAPITAL SERVICES, LLC, RF SP	WELLS FARGO DELAWARE TRUST COMPANY, NATIONAL ASSOCIATION
135	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	2021-09-17 CONSENT, WAIVER, RELEASE AND AMENDMENT NO. 3 AGREEMENT BY AND BETWEEN WHIPPLETREE SOLAR, LLC, SUNPOWER CORPORATION, SWINGLETREE OPERATIONS, LLC, WF-SPWR I SOLAR STATUTORY TRUST, SUNPOWER CAPITAL	WELLS FARGO EQUIPMENT FINANCE, INC. 600 S 4TH ST MINNEAPOLIS, MN 55415
136	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	2021-09-17 CONSENT, WAIVER, RELEASE AND AMENDMENT NO 3. AGREEMENT BY AND BETWEEN WHIPPLETREE SOLAR, LLC, SUNPOWER CORPORATION, SWINGLETREE OPERATIONS, LLC, WF-SPWR I SOLAR STATUTORY TRUST, SUNPOWER CAPITAL	WELLS FARGO EQUIPMENT FINANCE, INC., 600 S 4TH ST MINNEAPOLIS, MN 55415
137	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	2022-01-07 CONSENT, WAIVER, RELEASE AND AMENDMENT AGREEMENT BY AND BETWEEN SUNPOWER COMMERCIAL HOLDING COMPANY IV, LLC, SUNPOWER CORPORATION, SUNPOWER CORPORATION, SYSTEMS, SUNPOWER CAPITAL SERVICES, LLC, RF SP	WELLS FARGO TRUST COMPANY, NA 2389 WASHINGTON BLVD OGDEN, UT 84401
138	State what the contract or lease is for and the nature of the debtor's interest State the term remaining	2022-01-07 CONSENT, WAIVER, RELEASE AND AMENDMENT AGREEMENT BY AND AMONG SUNPOWER COMMERCIAL HOLDING COMPANY IV, LLC, SUNPOWER CORPORATION, SUNPOWER CORPORATION, SUNPOWER CORPORATION, SYSTEMS, SUNPOWER CAPITAL SERVICES, LLC, RF SP	WELLS FARGO TRUST COMPANY, NA (FKA WELLS FARGO BANK NORTHWEST, NA) 2389 WASHINGTON BLVD OGDEN, UT 84401

Debtor

Name

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page.				
Lis	at all contracts and unexpired lo	eases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease	
.139	State what the contract or lease is for and the nature of the debtor's interest	2021-09-17 CONSENT, WAIVER, RELEASE AND AMENDMENT NO. 3 AGREEMENT BY AND BETWEEN WHIPPLETREE SOLAR, LLC, SUNPOWER CORPORATION, SWINGLETREE OPERATIONS, LLC, WF-SPWR I SOLAR STATUTORY TRUST, SUNPOWER CAPITAL	WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION 2389 WASHINGTON BLVD OGDEN, UT 84401	
	State the term remaining			
	List the contract number of any government contract			
.140	State what the contract or lease is for and the nature of the debtor's interest	2021-09-17 CONSENT, WAIVER, RELEASE AND AMENDMENT NO 3. AGREEMENT BY AND BETWEEN WHIPPLETREE SOLAR, LLC, SUNPOWER CORPORATION, SWINGLETREE OPERATIONS, LLC, WF-SPWR I SOLAR STATUTORY TRUST, SUNPOWER CAPITAL	WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION 2389 WASHINGTON BLVD OGDEN, UT 84401	
	State the term remaining			
	List the contract number of any government contract			
2.141	State what the contract or lease is for and the nature of the debtor's interest	2021-12-23 CONSENT, WAIVER, RELEASE AND AMENDMENT AGREEMENT BY AND AMONG SOLAR STAR ARIZONA XIII, LLC, SUNPOWER CORPORATION, SUNPOWER CORPORATION, SYSTEMS, SUNPOWER CAPITAL SERVICES, LLC, ST SULPHUR SPRINGS SOLAR STATUTORY	WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION 2389 WASHINGTON BLVD OGDEN, UT 84401	
	State the term remaining			
	List the contract number of any government contract			
2.142	State what the contract or lease is for and the nature of the debtor's interest	2021-12-23 CONSENT, WAIVER, RELEASE AND AMENDMENT AGREEMENT BY AND BETWEEN SOLAR STAR ARIZONA XIII, LLC, SUNPOWER CORPORATION, SUNPOWER CORPORATION, SYSTEMS, SUNPOWER CAPITAL SERVICES, LLC, ST SULPHUR SPRINGS SOLAR STATUTORY	WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION 2389 WASHINGTON BLVD OGDEN, UT 84401	
	State the term remaining			
	List the contract number of any government contract			
2.143	State what the contract or lease is for and the nature of the debtor's interest	2021-12-23 CONSENT, WAIVER, RELEASE AND AMENDMENT AGREEMENT BY AND BETWEEN SUNPOWER COMMERCIAL HOLDING COMPANY VI, LLC, SUNPOWER CORPORATION, SUNPOWER CORPORATION, SYSTEMS, SUNPOWER CAPITAL SERVICES, LLC, ST	WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION 2389 WASHINGTON BLVD OGDEN, UT 84401	
	State the term remaining			
	List the contract number of any government contract			
.144	State what the contract or lease is for and the nature of the debtor's interest	2021-12-23 CONSENT, WAIVER, RELEASE AND AMENDMENT AGREEMENT BY AND BETWEEN SUNPOWER COMMERCIAL HOLDING COMPANY VI, LLC, WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION, TRUIST EQUIPMENT FINANCE CORP., FASSET-WALKER II, LLC,	WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION 2389 WASHINGTON BLVD OGDEN, UT 84401	
	State the term remaining			
	List the contract number of any government contract			
.145	State what the contract or lease is for and the nature of the debtor's interest	2021-09-17 CONSENT, WAIVER, RELEASE AND AMENDMENT NO. 3 AGREEMENT BY AND BETWEEN WHIPPLETREE SOLAR, LLC, SUNPOWER CORPORATION, SWINGLETREE OPERATIONS, LLC, WF-SPWR I SOLAR STATUTORY TRUST, SUNPOWER CAPITAL	WF-SPWR I SOLAR STATUTORY TRUST	
	State the term remaining			
	List the contract number of any government contract			

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page.			
Lis	et all contracts and unexpired lo	eases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease
146	State what the contract or lease is for and the nature of the debtor's interest	2021-09-17 CONSENT, WAIVER, RELEASE AND AMENDMENT NO 3. AGREEMENT BY AND BETWEEN WHIPPLETREE SOLAR, LLC, SUNPOWER CORPORATION, SWINGLETREE OPERATIONS, LLC, WF-SPWR I SOLAR STATUTORY TRUST, SUNPOWER CAPITAL	WF-SPWR I SOLAR STATUTORY TRUST
	State the term remaining List the contract number of		
	any government contract		
147	State what the contract or lease is for and the nature of the debtor's interest	2021-09-17 CONSENT, WAIVER, RELEASE AND AMENDMENT NO. 3 AGREEMENT BY AND BETWEEN WHIPPLETREE SOLAR, LLC, SUNPOWER CORPORATION, SWINGLETREE OPERATIONS, LLC, WF-SPWR I SOLAR STATUTORY TRUST, SUNPOWER CAPITAL	WHIPPLETREE SOLAR, LLC
	State the term remaining		
	List the contract number of any government contract		
148	State what the contract or lease is for and the nature of the debtor's interest	2020-11-23 CONSENT AND AGREEMENT PURSUANT TO MANAGEMENT AGREEMENT OF THE SAME DATE BY AND AMONG SUNPOWER CAPITAL SERVICES, SOLAR STAR PRIME 3, LLC AND WILMINGTON TRUST, NATIONAL ASSOCIATION	WILMINGTON TRUST, NATIONAL ASSOCIATION 1100 N. MARKET STREET WILMINGTON, DE 19890
	State the term remaining		
	List the contract number of any government contract		
2.149	State what the contract or lease is for and the nature of the debtor's interest	2021-09-21 CONSENT AND AGREEMENT BY AND BETWEEN SOLAR STAR RIVER SLB, LLC, WILMINGTON TRUST, NATIONAL ASSOCIATION, AND SUNPOWER	WILMINGTON TRUST, NATIONAL ASSOCIATION 1100 N. MARKET STREET WILMINGTON, DE 19890
	State the term remaining		
	List the contract number of any government contract		
150	State what the contract or lease is for and the nature of the debtor's interest	2021-12-21 CONSENT AND AGREEMENT BY AND BETWEEN SOLAR STAR RIVER SLB, LLC, WILMINGTON TRUST, NATIONAL ASSOCIATION, AND SUNPOWER	WILMINGTON TRUST, NATIONAL ASSOCIATION 1100 N. MARKET STREET WILMINGTON, DE 19890
	State the term remaining	,	
	List the contract number of any government contract		
151	State what the contract or lease is for and the nature of the debtor's interest	2021-12-30 CONSENT AND AGREEMENT BY AND BETWEEN SOLAR STAR RIVER SLB, LLC, WILMINGTON TRUST, NATIONAL ASSOCIATION, AND SUNPOWER	WILMINGTON TRUST, NATIONAL ASSOCIATION 1100 N. MARKET STREET WILMINGTON, DE 19890
	State the term remaining	ASSOCIATION, AND SUNFOWER	
	List the contract number of any government contract		
	State what the contract or lease is for and the nature of the debtor's interest		
	State the term remaining		
	List the contract number of any government contract		

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FII	I in this information to	identify the case:		
Deb	tor name SUNPOWER CAPIT	AL SERVICES, LLC		
Unit	ed States Bankruptcy Court for the	e: District of Delaware	_	☐ Check if this is an
Cas	e number (If known): 24-11655	5	L	Check if this is an amended filing
∩ffi	icial Form 206H			
	hedule H: Codek	otors		12/15
Be as		possible. If more space is needed, copy the Additional F	age, numbering the entries consecu	utively. Attach the
1.	Does the debtor have any o	codebtors?		
	No. Check this box and sub✓ Yes	mit this form to the court with the debtor's other schedules. Nothing else	needs to be reported on this form.	
2.	creditors, Schedules D-G.	tors all of the people or entities who are also liable for an Include all guarantors and co-obligors. In Column 2, identify t or is listed. If the codebtor is liable on a debt to more than on	ne creditor to whom the debt is owed a	ind each
	Column 1: Codebtor		Column 2: Creditor	
	Name	Mailing address	Name	Check all schedules that apply:
2.1	BLUE RAVEN SOLAR HOLDINGS, LLC		BANK OF AMERICA, N.A.	☑ D □ E/F □ G
2.2	BLUE RAVEN SOLAR HOLDINGS, LLC		GLAS USA LLC	☑ D □ E/F □ G
2.3	BLUE RAVEN SOLAR, LLC		BANK OF AMERICA, N.A.	☑ D □ E/F □ G
2.4	BLUE RAVEN SOLAR, LLC		GLAS USA LLC	☑ D □ E/F □ G
2.5	BRS FIELD OPS, LLC		BANK OF AMERICA, N.A.	☑ D □ E/F □ G
2.6	BRS FIELD OPS, LLC		GLAS USA LLC	☑ D □ E/F □ G

Official Form 206H Schedule H: Codebtors Page 1 of 3

Case 24-11655-CTG SUNPOWER CAPITAL SERVICES, LLC

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Debtor Name

Additional Page if Debtor Has More Codebtors

_		Solid Tide Mete Codestore		
	Copy this page only if	more space is needed. Continue numbering the lines sequentially from the pre	evious page.	
	Column 1: Codebtor		Column 2: Creditor	
	Name	Mailing address	Name	Check all schedules that apply:
2.7	FALCON ACQUISITION HOLDCO, INC.		BANK OF AMERICA, N.A.	☑ D □ E/F □ G
2.8	FALCON ACQUISITION HOLDCO, INC.		GLAS USA LLC	☑ D □ E/F □ G
2.9	SUNPOWER CAPITAL, LLC		BANK OF AMERICA, N.A.	☑ D □ E/F □ G
2.10	SUNPOWER CAPITAL, LLC		GLAS USA LLC	☑ D □ E/F □ G
2.11	SUNPOWER CORPORATION		BANK OF AMERICA, N.A.	☑ D □ E/F □ G
2.12	SUNPOWER CORPORATION		GLAS USA LLC	☑ D □ E/F □ G
2.13	SUNPOWER CORPORATION, SYSTEMS		BANK OF AMERICA, N.A.	☑ D □ E/F □ G
2.14	SUNPOWER CORPORATION, SYSTEMS		GLAS USA LLC	☑ D □ E/F □ G

Case 24-11655-CTG SUNPOWER CAPITAL SERVICES, LLC

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Name

Debtor

Additional Page if Debtor Has More Codebtors

	Copy this page only if	more space is needed. Continue numbering the lines sequentially from the pre	evious page.	
	Column 1: Codebtor		Column 2: Creditor	
	Name	Mailing address	Name	Check all schedules that apply:
2.15	SUNPOWER HOLDCO, LLC		BANK OF AMERICA, N.A.	☑ D □ E/F □ G
2.16	SUNPOWER HOLDCO, LLC		GLAS USA LLC	☑ D □ E/F □ G
2.17	SUNPOWER NORTH AMERICA, LLC		BANK OF AMERICA, N.A.	☑ D □ E/F □ G
2.18	SUNPOWER NORTH AMERICA, LLC		GLAS USA LLC	☑ D □ E/F □ G
2.19				□ D □ E/F □ G
2.20				□ D □ E/F □ G
2.21				□ D □ E/F □ G
2.22				□ D □ E/F □ G

Case 24-11655-CTG Doc 5 Filed 09/18/24 Page 69 of 69

Fill in this info	rmation to identify	the case and this filing:
Debtor name SI	UNPOWER CAPITAL S	ERVICES, LLC
United States Ba	ankruptcy Court for the:	District of Delaware
Case number (If	known) 24-11655	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

	Declaration and signature
	the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or the individual serving as a representative of the debtor in this case.
I ha	ve examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:
$\overline{\mathbf{A}}$	Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
\checkmark	Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
$\overline{\mathbf{V}}$	Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
\checkmark	Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
$\overline{\checkmark}$	Schedule H: Codebtors (Official Form 206H)
$\overline{\checkmark}$	Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
	Amended Schedule
	Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
	Other document that requires a declaration

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 9/18/2024 MM / DD / YYYY X _/s/ Matthew Henry
Signature of individual signing on behalf of debtor

Matthew Henry

Printed name

Chief Transformation Officer

Position or relationship to debtor