

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

In re:

SUNPOWER CORPORATION, *et al.*,¹

Debtors.

)
) Chapter 11
)

) Case No. 24-11649 (CTG)
)

) (Jointly Administered)
)

Re: Docket No. 349

Obj. Deadline: October 17, 2024 at 4:00 p.m. (EDT)

**DECLARATION OF DISINTERESTEDNESS
OF BENNETT TUELLER JOHNSON & DEERE PURSUANT TO THE ORDER
AUTHORIZING THE DEBTORS TO RETAIN AND COMPENSATE
PROFESSIONALS UTILIZED IN THE ORDINARY COURSE OF BUSINESS**

I, Daniel K. Brough, declare under penalty of perjury:

1. I am a partner with the law firm of Bennett Tueller Johnson & Deere, located at 3165 East Millrock Drive, Suite 500, Salt Lake City, Utah, 84121 (the “Firm”).

2. SunPower Corporation and certain of its affiliates, as debtors and debtors in possession (collectively, the “Debtors”), have requested that the Firm provide legal services, in the form of outside general counsel, to the Debtors, and the Firm has consented to provide such services.

3. The Firm may have performed services in the past, may currently perform services, and may perform services in the future in matters unrelated to these chapter 11 cases for persons that are parties in interest in the Debtors’ chapter 11 cases. The Firm does not, however, perform services for any such person relating to these chapter 11 cases, or have any relationship with any

¹ 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.

such person, their attorneys, or their accountants that would be adverse to the Debtors or their estates, with the potential exception of the Albatross Matter, as defined below.

4. The “Albatross Matter” consists of two separate but related matters:

a. Debtor Blue Raven Solar Holdings, LLC (“BRSH”) and Albatross Software, LLC (“Albatross”) are parties to that certain Amended and Restated Software License Agreement dated October 4, 2021 (the “License Agreement”). In the event either Albatross or BRS H seeks to amend the License Agreement, Albatross will desire the Firm to represent it in connection with such amendment (the “License Agreement Amendment”). Albatross and BRS H are also parties to that certain conflict of interest disclosure and waiver dated June 24, 2024 (the “June 2024 Conflict Waiver”), which discloses conflicts of interest that may inhere in the Firm’s representation of Albatross with respect to the License Agreement Amendment and reflects each affected party’s informed consent to such conflict of interest. A true and correct copy of the June 2024 Conflict Waiver is attached hereto as Exhibit A.

b. Debtor Falcon Acquisition Holdco, Inc. (“Falcon”) owns a 35% membership interest (the “Membership Interest”) in Albatross. Albatross and related individuals and entities are considering purchasing the Membership Interest (the “Potential Purchase”) and desire the Firm to represent them in the Potential Purchase. The Firm did not represent Falcon in its acquisition of the Membership Interest. Each of Albatross, Benjamin Peterson (a principal of Albatross), BRS H, and Debtor SunPower Corporation (“SunPower”), which directly or indirectly owns Falcon, are parties to that certain conflict of interest disclosure and waiver dated September 14, 2024 (the “September 2024 Conflict Waiver”), which discloses conflicts of interest inhering in the Firm’s representation of Albatross and/or Benjamin Peterson in the Potential Purchase and reflects each affected party’s consent to such conflict of interest and also restates certain

disclosures and waivers set forth in the June 2024 Conflict Waiver. A true and correct copy of the September 2024 Conflict Waiver is attached hereto as Exhibit B.

5. As of August 5, 2024, which was the date upon which the Debtors commenced these chapter 11 cases (the “Petition Date”), the Firm represented one or more of the Debtors in the following matters (collectively, the “Litigation Matters”):

a. The Firm represented Blue Raven Solar, LLC (“BRS”) in *Laura Baker v. Blue Raven Solar, LLC*, Case No. CV01-23-11270, filed in the Fourth Judicial District Court for Ada County, Idaho, and associated appellate proceedings;

b. The Firm represented BRS in *Robert Comstock v. Blue Raven Solar, LLC*, Case No. 23CV52292, filed in the Circuit Court of the State of Oregon for Marion County;

c. The Firm represented BRS in *Daniel Costa v. Blue Raven Solar, LLC*, Case No. 2:24-cv-00265-RJS-CMR, filed in the United States District Court, District of Utah; and

d. The Firm represented SunPower in *Edward and Tanya Gall v. SunPower Corporation et al.*

6. Since the Petition Date, the Firm has performed minimal but necessary legal services in connection with certain Litigation Matters, such that the Firm’s clients in those Litigation Matters have incurred legal fees.

7. As part of its customary practice, the Firm is retained in cases, proceedings, and transactions involving many different parties, some of whom may represent or be employed by the Debtors, claimants, and parties in interest in these chapter 11 cases.

8. Neither I nor any principal, partner, director, or officer of, or professional employed by, the Firm has agreed to share or will share any portion of the compensation to be received from the Debtors with any other person other than the principal and regular employees of the Firm.

9. Neither I nor any principal, partner, director, or officer of, or professional employed by, the Firm, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates with respect to the matter(s) upon which the Firm is to be employed.

10. As of the Petition Date, no Debtor owed the Firm any amounts for prepetition services except for SunPower, which owed the Firm \$7,360.18. The payment of this amount is subject to the limitations contained in title 11 of the United States Code, 11 U.S.C. §§ 101–1532. The Firm does not believe that maintaining a claim for prepetition services will affect, influence, or otherwise impact its representation of the Debtors in ongoing matters.

11. As of the Petition Date, the Firm was retained to provide professional services to the Debtors.

12. As of the Petition Date, the Firm was not party to an agreement for indemnification with any of the Debtors.

13. The Firm is conducting further inquiries regarding its retention by any creditors of the Debtors, and upon conclusion of that inquiry, or at any time during the period of its employment, if the Firm should discover any facts bearing on the matters described herein, the Firm will supplement the information contained in this Declaration.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Date: October 3, 2024

/s/ Daniel K. Brough

Daniel K. Brough

EXHIBIT A

JUNE 2024 CONFLICT WAIVER



June 24, 2024

Via Email

Blue Raven Solar Holdings, LLC
c/o SunPower Corporation
51 Rio Robles
San Jose, CA 95134
Attention: Reed Farnsworth
Email: Reed.farnsworth@blueravensolar.com

Via Email

Albatross Software, LLC
601 West Mountain View Road
Lehi, Utah 84043
Attention: Benjamin Peterson
Email: benjamindanielpeterson@gmail.com

Re: Conflict Waiver

Dear Ben and Reed:

As you know, Bennett Tueller Johnson & Deere, LLC ("**BTJD**" or "**we**") has represented, and continues to represent, Blue Raven Solar Holdings, LLC and its affiliates (collectively, "**BRS**") on an ongoing basis on various matters. Likewise, BTJD has represented, and continues to represent, Albatross Software, LLC ("**Albatross**") on an ongoing basis. We understand that (a) BRS and Albatross would like to amend that certain Amended and Restated Software License Agreement, dated October 4, 2021, entered into by and between Albatross and BRS; and (b) BRS's affiliate, Falcon Acquisition Holdco, Inc., which owns an interest in Albatross, desires to participate in an equity financing of Albatross (such matters, collectively with any and all matters relating thereto now or in the future, the "**Matter**"). Albatross desires that BTJD represent it in connection with the Matter. Because of BTJD's current and prior representation of both BRS and Albatross, we are required to issue the following disclosure to you and obtain the informed consent of each of you to BTJD's representation of Albatross in the Matter.

Utah Rule of Professional Conduct 1.7 defines a "concurrent conflict of interest" as arising when (1) "[t]he representation of one client will be directly adverse to another client"; and (2) "[t]here is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer." See Utah R. Prof'l Conduct 1.7(a). Representing Albatross in the Matter gives rise to a conflict of interest under both scenarios. First, both Albatross and BRS are current BTJD clients, and Albatross is adverse to BRS in the Matter. Second, BTJD possesses duties to both Albatross and BRS that may conflict. For example, BTJD may possess information regarding one party that may be of use to the other party as it negotiates with BRS. BTJD would be simultaneously bound by a duty to disclose such information to the other party, see Utah R. Prof'l Conduct 1.1 & 1.3 (addressing duties of competence and diligence), and to maintain the confidentiality of the first party's information, see Utah R. Prof'l Conduct 1.6 (confidentiality). To be clear, BTJD does not confirm, deny, or represent that it possesses or does not possess such information. It simply identifies the issue and the possibility, which exists in every similarly situated matter. We therefore conclude that BTJD's representation of Albatross in the Matter would give rise to a concurrent conflict of interest.

3165 East Millrock Drive
Suite 500
Salt Lake City, Utah
84121-4704

t (801) 438-2000

f (801) 438-2050

www.btjd.com

Albatross Software, LLC / Blue Raven Solar Holdings, LLC

Page 2

June 24, 2024

Nevertheless, concurrent conflicts of interest are waivable under certain circumstances, and upon analysis, we conclude that the conflicts of interest described herein are waivable should both BRS and Albatross decide to do so. Our analysis is as follows.

First, BTJD's representation of Albatross in the Matter would not be "prohibited by law." See Utah R. Prof'l Conduct 1.7(b)(2).

Second, BTJD's representation of Albatross in the Matter would "not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal." See Utah R. Prof'l Conduct 1.7(b)(3).

Third, we believe we can competently represent Albatross in the Matter without compromising our obligations to BRS (and vice versa). See Utah R. Prof'l Conduct 1.7(b)(1). Although BTJD will be representing one client in the Matter (specifically, Albatross) as an adversary to another client (specifically, BRS), BTJD will not represent BRS in the Matter; BRS will use other legal counsel in the Matter. Furthermore, BTJD has not previously represented BRS in any legal matter that is factually related to the Matter. BTJD will therefore not be in a position to comment on, interpret, or advise Albatross regarding any previous legal work BTJD performed for BRS. Additionally, although it is hypothetically or academically possible that BTJD might possess confidential information belonging to either Albatross or BRS that it might be duty-bound to disclose to the other, BTJD is not aware of any such information. Therefore, BTJD believes that, in practice, it can represent Albatross in the Matter and also honor its duties of competence, diligence, and confidentiality to both Albatross and BRS. In the event that BTJD discovers confidential information belonging to one party that it would be duty-bound to disclose to the other party, BTJD will disclose that circumstance (but not the information) and revisit its analysis of this issue. In the event that a Dispute (as defined below) should arise between Albatross and BRS arising from the Matter, BTJD is expressly permitted to represent Albatross in such Dispute, and BRS will be required to retain separate, independent legal counsel to represent BRS in such Dispute; provided that we may withdraw our representation of Albatross if the Utah Rules of Professional Conduct so require. For purposes of this paragraph, a "**Dispute**" means any actual dispute or disagreement between the BRS and Albatross with regard to the Matter for which litigation or arbitration has been commenced or actually threatened in writing.

Fourth, and finally, with this letter, BTJD conveys "adequate information and explanation about the material risks of and reasonably available alternatives to the" course of conduct described herein: specifically, BTJD's representation of Albatross in the Matter and the waiver of conflicts of interest associated with that representation. See Utah R. Prof'l Conduct 1.0(f) (defining "informed consent"); see also Utah R. Prof'l Conduct 1.7(b)(4) (requiring each "affected client [to] give[] informed consent, confirmed in writing"). As explained herein, some risk (however minimal) exists that BTJD's representation of BRS in other matters may give Albatross some advantage in the Matter, whether by the inadvertent disclose of material information regarding BRS or a failure to disclose information pertaining to Albatross to BRS (where, for example, BTJD does not consider certain information "confidential" or "material," although BRS or Albatross, as the case may be, might). The potential risks described here are not intended to be comprehensive; there may be other risks that BTJD does not presently discern, and others may arise in the future. As an alternative to waiving the conflicts described herein, either BRS or Albatross may decline to waive these conflicts. In that event, BTJD would represent neither Albatross nor BRS in the Matter.

The Utah Rules of Professional Conduct referenced herein are available for your review here: https://legacy.utcourts.gov/rules/ucja.php#Chapter_13. We invite you to carefully review those rules and this letter, and, if you so desire, to consult with independent legal counsel regarding the decision to waive the conflicts of interest described herein.

Albatross Software, LLC / Blue Raven Solar Holdings, LLC

Page 3

June 24, 2024

By executing this letter, each of Albatross and BRS acknowledge and agree as follows:

1. The executing party has received an adequate opportunity to review this letter and the applicable Utah Rules of Professional Conduct and, if desired, to consult with independent legal counsel regarding the subject matter of this letter;
2. The executing party has received “adequate information and explanation about the material risks and reasonably available alternatives to the” course of conduct described herein;
3. The executing party knowingly and voluntarily waives all actual and potential conflicts of interest arising from BTJD’s representation of Albatross in the Matter and affirmatively consent to BTJD’s representation of Albatross in the Matter; and
4. The individual executing this letter is authorized to do so by the respective party.

If each of BRS and Albatross so acknowledge and agree, please sign below and return this letter to me by fax at (801) 483-2050 or by PDF to rrowson@btjd.com.

Sincerely yours,

A handwritten signature in blue ink that reads "J. Reed Rawson". The signature is written in a cursive, flowing style.

J. Reed Rawson


Albatross Software, LLC / Blue Raven Solar Holdings, LLC

Page 4

June 24, 2024

ACCEPTED, ACKNOWLEDGED AND AGREED:

BLUE RAVEN SOLAR HOLDINGS, LLC

DocuSigned by:

By: 297117B92FCD4A9...
Name: Reed Farnsworth
Title: President

ALBATROSS SOFTWARE, LLC

DocuSigned by:

By: 5D4DDDFC3C58436...
Name: Benjamin Peterson
Title: Manager

EXHIBIT B

SEPTEMBER 2024 CONFLICT WAIVER



September 14, 2024

Via Email

SunPower Corporation
51 Rio Robles
San Jose, California 95134
Attention: Leah Wardak and Kerry Winterson
Email: Leah.Wardak@sunpower.com;
Kerry.Winterson@sunpower.com

Blue Raven Solar Holdings, LLC
c/o SunPower Corporation
51 Rio Robles
San Jose, California 95134
Attention: Reed Farnsworth
Email: Reed.farnsworth@blueravensolar.com

Albatross Software, LLC
601 West Mountain View Road
Lehi, Utah 84043
Attention: Benjamin D. Peterson
Email: benjamindanielpeterson@gmail.com

Benjamin D. Peterson
601 West Mountain View Road
Lehi, Utah 84043
Email: benjamindanielpeterson@gmail.com

Re: Conflict Waiver

All:

As you know, Bennett Tueller Johnson & Deere, LLC (“**BTJD**” or “**we**”) has represented, and continues to represent, SunPower Corporation (“**SunPower**”), Blue Raven Solar Holdings, LLC and their respective affiliates (collectively, the “**SPWR-BRS Parties**”) on an ongoing basis on various matters. Likewise, BTJD has represented, and continues to represent, Albatross Software, LLC, Benjamin D. Peterson, and their respective affiliates and (the “**AP Parties**”) on an ongoing basis. One of the SPWR-BRS Parties is Falcon Acquisition Holdco, Inc., which owns a 35% membership interest in Albatross Software, LLC (the “**Membership Interest**”). The SPWR-BRS Parties are debtors in a Chapter 11 bankruptcy proceeding in the United States Bankruptcy Court for the District of Delaware, Case No. 24-11649 (CTG) (the “**Bankruptcy Court**”). The SPWR-BRS Parties have requested that BTJD serve as an ordinary course professional (an “**OCP**”) for the SPWR-BRS Parties. In response to that request, BTJD anticipates submitting a declaration of disinterestedness to the Bankruptcy Court, which is a condition to BTJD’s service as an OCP. As an OCP, BTJD would continue to provide specified legal services to one or more of the SPWR-BRS Parties upon their request, assuming the satisfaction of all applicable Rules of Professional Conduct. The AP Parties are considering purchasing the Membership Interest (“**Potential Purchase**”) and desire BTJD to represent them in such Potential Purchase. In addition, Albatross Software, LLC and Blue Raven Solar Holdings, LLC are parties to that certain Amended and Restated Software License Agreement, dated October 4, 2021 (the “**License Agreement**”). Further, as set forth in a prior conflict waiver letter, dated June 24, 2024, in which each of Blue Raven Solar Holdings, LLC (“**BRH**”) and Albatross Software, LLC (“**Albatross**”) waived certain conflicts related to BTJD’s representation of Albatross with respect to certain matters, BRH and Albatross contemplated amending the License Agreement. Neither BRH nor Albatross currently anticipates an amendment to the License Agreement, and we know of no dispute between BRH and Albatross with respect to the License Agreement—nor do not anticipate any dispute), the AP Parties desire BTJD to represent them in connection with any future matters or disputes related to the License Agreement.

3165 East Millrock Drive
Suite 500
Salt Lake City, Utah
84121-4704

t (801) 438-2000
f (801) 438-2050
www.btjd.com

Benjamin D. Peterson / Albatross Software, LLC / SunPower Corporation / Blue Raven Solar Holdings, LLC
Page 2
September 14, 2024

BTJD previously represented SunPower in connection with a dispute with Tanya Gall, Edward Gall, Custom Electrical Services, LLC, and Josh Peterson (the “*Gall Dispute*”). The parties thereto reached an agreement in principle to settle the Gall Dispute which did not involve any contribution by SunPower. After SunPower filed bankruptcy, the non-SunPower parties indicated that they would finalize a settlement without SunPower’s involvement as a party. BTJD understands its involvement in the Gall Dispute to be concluded, rendering SunPower a former BTJD client. Nevertheless, SunPower is included in this conflict waiver letter to ensure completeness and full communication with all potentially affected parties with respect to the issues addressed herein.

For purposes of this letter agreement, the “*Matter*” means (a) the Potential Purchase and any and all matters related thereto now or in the future, and (b) any and all matters related to the License Agreement now or in the future. Because of BTJD’s current and prior representation of both the SPWR-BRS Parties and the AP Parties, we issue the following disclosure to you and obtain the informed consent of each of you to BTJD’s representation of the AP Parties in the Matter.

Utah Rule of Professional Conduct 1.7 defines a “concurrent conflict of interest” as arising when (1) “[t]he representation of one client will be directly adverse to another client”; or (2) “[t]here is a significant risk that the representation of one or more clients will be materially limited by the lawyer’s responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.” See Utah R. Prof’l Conduct 1.7(a). Representing the AP Parties in the Matter gives rise to a conflict of interest under both scenarios. First, both the AP Parties and the SPWR-BRS Parties are current BTJD clients, and the AP Parties are adverse to the SPWR-BRS Parties in the Matter. Second, BTJD possesses duties to both the AP Parties and the SPWR-BRS Parties that may conflict. For example, BTJD may possess information regarding one party that may be of use to the other party as it participates in the Matter. BTJD would be simultaneously bound by a duty to disclose such information to the other party, see Utah R. Prof’l Conduct 1.1 & 1.3 (addressing duties of competence and diligence), and to maintain the confidentiality of the first party’s information, see Utah R. Prof’l Conduct 1.6 (confidentiality). To be clear, BTJD does not confirm, deny, or represent that it possesses or does not possess such information. It simply identifies the issue and the possibility, which exists in every similarly situated matter. We therefore conclude that BTJD’s representation of the AP Parties in the Matter would give rise to a concurrent conflict of interest.

Nevertheless, concurrent conflicts of interest are waivable under certain circumstances. Upon analysis, we conclude that the conflicts of interest described herein are waivable should both the SPWR-BRS Parties and the AP Parties decide to do so. Our analysis is as follows.

First, BTJD’s representation of the AP Parties in the Matter would not be “prohibited by law.” See Utah R. Prof’l Conduct 1.7(b)(2).

Second, BTJD’s representation of the AP Parties in the Matter would “not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.” See Utah R. Prof’l Conduct 1.7(b)(3).

Third, we believe we can competently represent the AP Parties in the Matter without compromising our obligations to the SPWR-BRS Parties (and vice versa). See Utah R. Prof’l Conduct 1.7(b)(1). Although BTJD will be representing one client in the Matter (specifically, the AP Parties) as an adversary to another client (specifically, the SPWR-BRS Parties), BTJD will not represent the SPWR-BRS Parties in the Matter, and the SPWR-BRS Parties will use other legal counsel in the Matter. Furthermore, BTJD has not previously represented the SPWR-BRS Parties in any legal matter that is factually related to the Matter. BTJD will therefore not be in a position to comment on, interpret, or advise the AP Parties regarding any previous legal work BTJD performed for the SPWR-BRS Parties. Additionally, although it is hypothetically or academically possible that BTJD might possess confidential information belonging to either the AP Parties

Benjamin D. Peterson / Albatross Software, LLC / SunPower Corporation / Blue Raven Solar Holdings, LLC

Page 3

September 14, 2024

or the SPWR-BRS Parties that it might be duty-bound to disclose to the other, BTJD is not aware of any such information. Therefore, BTJD believes that, in practice, it can represent the AP Parties in the Matter and also honor its duties of competence, diligence, and confidentiality to both the AP Parties and the SPWR-BRS Parties. In the event that BTJD discovers confidential information belonging to one party that it would be duty-bound to disclose to the other party, BTJD will disclose that circumstance (but not the information) and revisit its analysis of this issue. In the event that a Dispute (as defined below) should arise between the AP Parties and the SPWR-BRS Parties arising from the Matter, all parties hereto expressly acknowledge and agree that BTJD may represent the AP Parties in such Dispute, and that the SPWR-BRS Parties will be required to retain separate, independent legal counsel to represent the SPWR-BRS Parties in such Dispute. Notwithstanding the foregoing, we may withdraw our representation of the AP Parties in such Dispute if the Utah Rules of Professional Conduct so require. For purposes of this paragraph, a “*Dispute*” means any actual dispute or disagreement between any of the SPWR-BRS Parties on one hand and any of the AP Parties on the other hand, with regard to the Matter, for which litigation or arbitration has been commenced or actually threatened in writing.

Fourth, and finally, with this letter, BTJD conveys “adequate information and explanation about the material risks of and reasonably available alternatives to the” course of conduct described herein: specifically, BTJD’s representation of the AP Parties in the Matter and the waiver of conflicts of interest associated with that representation. *See* Utah R. Prof’l Conduct 1.0(f) (defining “informed consent”); *see also* Utah R. Prof’l Conduct 1.7(b)(4) (requiring each “affected client [to] give[] informed consent, confirmed in writing”). With respect to risks, as explained herein, some risk (however minimal and, indeed, as explained above, we consider merely hypothetical or academic) exists that BTJD’s representation of the SPWR-BRS Parties in other matters may give the AP Parties some advantage in the Matter, whether by the inadvertent disclosure of material information regarding the SPWR-BRS Parties or a failure to disclose information pertaining to the AP Parties to the SPWR-BRS Parties (where, for example, BTJD does not consider certain information “confidential” or “material,” although the SPWR-BRS Parties or the AP Parties, as the case may be, might). Further, some risk may exist that BTJD’s representation of the AP Parties in the Matter could hinder the AP Parties in obtaining approval of the Potential Purchase from the Bankruptcy Court or the various committees thereof because the Bankruptcy Court or such committees may have reservations about BTJD concurrently representing the AP Parties in the Matter and representing the SPWR-BRS Parties in other matters, including as an OCP. We do not perceive that the such reservations, if any, would wholly obviate or prevent the Potential Purchase, but would rather lead to renegotiation of the Potential Purchase’s terms without BTJD’s involvement. We perceive this risk as minimal because (1) as explained herein, BTJD perceives that it possesses no advantage or incentive to favor either side of the Potential Purchase; (2) the terms of the Potential Purchase, whatever they end up being, will speak for themselves with respect to their commercial fairness or desirability; and (3) the Potential Purchase will aid and advance the SPWR-BRS Chapter 11 reorganization. Moreover, BTJD will have already fully disclosed this potential conflict and associated risks, as well as this conflict waiver letter, in connection with the declaration of disinterestedness BTJD submits to gain appointment as an OCP for the SPWR-BRS Parties. The potential risks described here are not intended to be comprehensive; there may be other risks that BTJD does not presently discern, and others may arise in the future. As an alternative to waiving the conflicts described herein, either the SPWR-BRS Parties or the AP Parties may decline to waive these conflicts. In that event, BTJD would represent neither the AP Parties nor the SPWR-BRS Parties in the Matter.

The Utah Rules of Professional Conduct referenced herein are available for your review here: https://legacy.utcourts.gov/rules/ucja.php#Chapter_13. We invite you to carefully review those rules and this letter, and, if you so desire, to consult with independent legal counsel regarding the decision to waive the conflicts of interest described herein.

Benjamin D. Peterson / Albatross Software, LLC / SunPower Corporation / Blue Raven Solar Holdings, LLC

Page 4

September 14, 2024

By executing this letter, each of the SPWR-BRS Parties represents that (i) it has the absolute and unrestricted capacity, right, power, and authority to enter into this letter; and (ii) the execution and delivery of this letter by the SPWR-BRS Parties have been duly authorized by all necessary action, if any, on the part of the SPWR-BRS Parties and the Bankruptcy Court. Further, by executing this letter, each of the SPWR-BRS Parties and each of the AP Parties acknowledges and agrees as follows:

1. The executing party has received an adequate opportunity to review this letter and the applicable Utah Rules of Professional Conduct and, if desired, to consult with independent legal counsel regarding the subject matter of this letter;

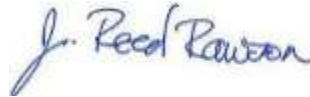
2. The executing party has received “adequate information and explanation about the material risks and reasonably available alternatives to the” course of conduct described herein;

3. The executing party knowingly and voluntarily waives all actual and potential conflicts of interest arising from BTJD’s representation of the AP Parties in the Matter and affirmatively consent to BTJD’s representation of the AP Parties in the Matter; and

4. The individual executing this letter is authorized to do so by the respective party.

If each of the SPWR-BRS Parties and the AP Parties so acknowledge and agree, please sign below and return this letter to me by fax at (801) 483-2050 or by PDF to rrawson@btjd.com.

Sincerely yours,

A handwritten signature in blue ink that reads "J. Reed Rawson". The signature is written in a cursive, flowing style.

J. Reed Rawson

CC:

Josh Neves (josh.neves@blueravensolar.com), in-house legal counsel to Blue Raven Solar Holdings, LLC

Jason M. Madron (madron@rlf.com), Richards, Layton & Finger, P.A., legal counsel to SunPower Corporation

Benjamin D. Peterson / Albatross Software, LLC / SunPower Corporation / Blue Raven Solar Holdings, LLC
 Page 5
 September 14, 2024

ACCEPTED, ACKNOWLEDGED AND AGREED:

SUNPOWER CORPORATION

By: Tony Garzolini
 Name: Tony Garzolini
 Title: Chief Revenue Officer, SunPower Corp.
 Date: 10/3/2024

BLUE RAVEN SOLAR HOLDINGS, LLC

By: Reed Farnsworth (Sep 18, 2024 10:15 MDT)
 Name: Reed Farnsworth
 Title: President, Manager
 Date: Sep 18, 2024

ALBATROSS SOFTWARE, LLC

By: DocuSigned by: Benjamin Peterson 5D4DDDFC3C58436...
 Name: Benjamin D. Peterson
 Title: Manager
 Date: 9/14/2024

By: DocuSigned by: Benjamin Peterson 5D4DDDFC3C58436...
 BENJAMIN D. PETERSON
 Date: 9/14/2024






Waiver of Conflicts Letter (9.14.2024)_BP signed_BRS signed

Final Audit Report

2024-09-18

Created:	2024-09-18
By:	Josh Neves (josh.neves@blueravensolar.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJIsUKuw9JE8FJ2xsm5glv2qHW7jSCapf

"Waiver of Conflicts Letter (9.14.2024)_BP signed_BRS signed" History

-  Document created by Josh Neves (josh.neves@blueravensolar.com)
2024-09-18 - 3:28:39 PM GMT
-  Document emailed to Reed Farnsworth (Reed.Farnsworth@blueravensolar.com) for signature
2024-09-18 - 3:31:17 PM GMT
-  Email viewed by Reed Farnsworth (Reed.Farnsworth@blueravensolar.com)
2024-09-18 - 4:14:55 PM GMT
-  Document e-signed by Reed Farnsworth (Reed.Farnsworth@blueravensolar.com)
Signature Date: 2024-09-18 - 4:15:06 PM GMT - Time Source: server
-  Agreement completed.
2024-09-18 - 4:15:06 PM GMT