IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

NOTICE OF (I) (A) WINNING BIDDERS FOR THE SUNSTRONG ASSETS, (B) FILING OF THE ASSET PURCHASE AGREEMENT RELATED THERETO, AND (C) CANCELLATION OF AUCTION WITH RESPECT THERETO AND (II) ADJOURNMENT OF AUCTION WITH RESPECT TO OTHER REMAINING ASSETS

PLEASE TAKE NOTICE that, on August 29, 2024, the United States Bankruptcy Court for the District of Delaware (the "Court") entered the *Order (I) Approving Bidding Procedures and Bid Protections, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Approving the Complete Solaria Stalking Horse APA, (V) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (VI) Authorizing the Assumption and Assignment of Assumed Contracts and Leases, (VII) Approving the Sale of Assets, and (VIII) Granting Related Relief* [Docket No. 290] (the "Bidding Procedures Order"),[2] by which the Court approved procedures setting forth the process by which the Debtors are authorized to conduct a marketing and auction process for the sale or sales (the "Sale Transactions") of the Debtors' assets (the "Assets").

PLEASE TAKE FURTHER NOTICE that, on September 16, 2024, the Debtors filed the *Notice of (I) (A) Winning Bidders for Certain of the Debtors Assets, (B) Filing of Asset Purchase Agreements Related thereto, and (C) Cancellation of Auction with Respect thereto, and (II) Adjournment of Auction for Other Assets* [Docket No. 398] (the "Initial Notice of Winning Bidders"), by which the Debtors cancelled the Auction with respect to the Initial Sale Assets (as defined in the Initial Notice of Winning Bidders) and continued the Auction with respect to the Other Remaining Assets to September 18, 2024.

---

[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.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Bidding Procedures Order, the Motion, or the Bidding Procedures, as applicable.

PLEASE TAKE FURTHER NOTICE that the Debtors, in consultation with the Consultation Parties and pursuant to the Bidding Procedures Order, selected the following Winning Bidders for the following assets (the "SunStrong Assets"):

SunStrong Assets	Winning Bidders	Back-Up Bidder	Proposed Bid Protections
Those assets as set forth in the SunStrong APA	HA SUNSTRONG CAPITAL LLC and GF SUNSTRONG CAPITAL, LLC	N/A	None

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures, the Debtors elected to cancel the Auction with respect to the SunStrong Assets.

PLEASE TAKE FURTHER NOTICE that the hearing to consider approval of the sale of the SunStrong Assets to the Winning Bidders, pursuant to the terms set forth in the relevant purchase agreement between the Debtors and the Winning Bidders, substantially in the form attached hereto as **Schedule 1** (the "SunStrong APA"), will be held before the Honorable Craig T. Goldblatt, at the Court, at the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Courtroom #7, Wilmington, Delaware 19801, on **September 23, 2024, at 10:00 a.m. (prevailing Eastern Time)** (the "Sale Hearing").

PLEASE TAKE FURTHER NOTICE that certain other assets (the "Other Remaining Assets") remain subject to being sold pursuant to the Bidding Procedures. The Auction (if any) with respect such Other Remaining Assets shall be continued to **September 25, 2024, at 10:00 a.m. (prevailing Eastern Time)** (the "Other Remaining Asset Auction"). Pursuant to Section 10 of the Bidding Procedures, **the Debtors shall conduct the Other Remaining Asset Auction via remote video-conference**.

PLEASE TAKE FURTHER NOTICE at the Sale Hearing, the Debtors will seek the Court's approval of the Winning Bid(s) and the designation of the Back-Up Bid(s) (if any) for the applicable Assets. Unless the Court orders otherwise, the Sale Hearing shall be an evidentiary hearing on matters relating to the sale(s) for the applicable Assets, and there will be no further bidding at the Sale Hearing. If a Winning Bidder cannot or refuses to consummate the Sale Transaction following entry of the Sale Order because of the breach or failure on the part of the Winning Bidder, the Back-Up Bidder (if any) shall be deemed the new Winning Bidder and the Debtors shall be authorized, but not required, to close the applicable Sale Transaction with such Back-Up Bidder(s) on the terms and provisions of such applicable Back-Up Bid(s) without further order of the Court upon filing a notice with the Court providing for a three (3) business days period to object to such Sale Transaction.

PLEASE TAKE FURTHER NOTICE that this notice is subject to the terms and conditions of the Motion and the Bidding Procedures Order, with such Bidding Procedures Order controlling in the event of any conflict, and the Debtors encourage parties in interest to review such documents, including the Bidding Procedures, in their entirety. Parties interested in receiving additional or other information regarding the proposed Sale Transactions may make a written request to Epiq Corporate Restructuring, LLC ("Epiq") (the notice and claims agent retained in these chapter 11 cases) or by calling (888) 410-9433 or +1 (971) 298-7638 for calls originating outside of the U.S.

PLEASE TAKE FURTHER NOTICE that the relief set forth in the Sale Orders remain subject to Court approval and the Debtors' continued exercise of their fiduciary duties.

PLEASE TAKE FURTHER NOTICE that copies of the Motion, the Order, the Bidding Procedures, this notice, and any other related documents are available: (a) upon request to Epiq by calling (888) 410-9433 or +1 (971) 298-7638 for calls originating outside of the U.S.; (b) by visiting the Debtors' restructuring website at https://dm.epiq11.com/SunPower; or (c) for a fee via PACER by visiting https://pacer.uscourts.gov.

Dated: September 17, 2024
Wilmington, Delaware

/s/ Jason M. Madron

RICHARDS, LAYTON & FINGER, P.A.
Kevin Gross (DE Bar No. 209)
Mark D. Collins (DE Bar No. 2981)
Jason M. Madron (DE Bar No. 4431)
920 N. King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701
Email: gross@rlf.com
collins@rlf.com
madron@rlf.com

Co-Counsel to the Debtors and Debtors in Possession

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Joshua A. Sussberg, P.C. (admitted *pro hac vice*)
Zachary R. Manning (admitted *pro hac vice*)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: joshua.sussberg@kirkland.com
zach.manning@kirkland.com

- and -

Chad J. Husnick, P.C. (admitted *pro hac vice*)
Jeffrey Michalik (admitted *pro hac vice*)
Robert Jacobson (admitted *pro hac vice*)
333 West Wolf Point Plaza
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: chad.husnick@kirkland.com
jeff.michalik@kirkland.com
rob.jacobson@kirkland.com

Co-Counsel to the Debtors and Debtors in Possession

Schedule 1

Winning Bidder Purchase Agreement for the SunStrong Assets

ASSET PURCHASE AGREEMENT

DATED AS OF SEPTEMBER 15, 2024

BY AND AMONG

HA SUNSTRONG CAPITAL LLC AND GF SUNSTRONG CAPITAL, LLC, AS PURCHASERS,

AND

SUNPOWER CORPORATION

AND ITS SUBSIDIARIES NAMED HEREIN,

AS SELLERS

TABLE OF CONTENTS

Page

ARTICLE I PURCHASE AND SALE OF ACQUIRED ASSETS; ASSUMPTION OF ASSUMED LIABILITIES 1

Section 1.1 Purchase and Sale of the Acquired Assets 1
Section 1.2 Excluded Assets 3
Section 1.3 Assumption of Certain Liabilities 4
Section 1.4 Excluded Liabilities 4
Section 1.5 Assumption/Rejection of Certain Contracts. 6

ARTICLE II CONSIDERATION; PAYMENT; CLOSING 9

Section 2.1 Consideration; Payment 9
Section 2.2 Deposit 9
Section 2.3 Closing 10
Section 2.4 Closing Deliveries by Sellers 10
Section 2.5 Closing Deliveries by Purchaser 10
Section 2.6 Withholding 11

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLERS 11

Section 3.1 Organization and Qualification 11
Section 3.2 Authorization of Agreement 11
Section 3.3 Conflicts; Consents 12
Section 3.4 Title to Assets; Sufficiency of Assets 12
Section 3.5 [Reserved] 13
Section 3.6 Assigned Contracts 13
Section 3.7 [Reserved] 13
Section 3.8 Litigation; Decrees 13
Section 3.9 Data Privacy 13
Section 3.10 [Reserved] 13
Section 3.11 Taxes 13
Section 3.12 Intellectual Property 14
Section 3.13 Compliance with Laws 17
Section 3.14 Brokers 18
Section 3.15 No Other Representations or Warranties 18

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PURCHASER 18

Section 4.1 Organization and Qualification 18
Section 4.2 Authorization of Agreement 19
Section 4.3 Conflicts; Consents 19
Section 4.4 Financing 19
Section 4.5 Brokers 19
Section 4.6 Solvency 19
Section 4.7 Investment Representation Investigation. 20
Section 4.8 SEC Reports; Undisclosed Liabilities 20
Section 4.9 No Additional Representations or Warranties 22
Section 4.10 No Outside Reliance 22

TABLE OF CONTENTS
(continued)

Page

ARTICLE V COVENANTS AND AGREEMENTS 23

Section 5.1 Conduct of Sellers 23
Section 5.2 Bankruptcy Actions 24
Section 5.3 Alternative Proposals 24
Section 5.4 Cure Costs 25
Section 5.5 Sale Order 26
Section 5.6 Directors' and Officers' Indemnification 26
Section 5.7 Approval 26
Section 5.8 Access to Information 26
Section 5.9 [Reserved] 27
Section 5.10 Further Assurances 27
Section 5.11 Tax Matters 27

ARTICLE VI CONDITIONS TO CLOSING 29

Section 6.1 Conditions Precedent to the Obligations of Purchasers and Sellers 29
Section 6.2 Conditions Precedent to the Obligations of Purchasers 29
Section 6.3 Conditions Precedent to the Obligations of Sellers 30
Section 6.4 Waiver of Conditions 30

ARTICLE VII TERMINATION 30

Section 7.1 Termination of Agreement 30
Section 7.2 Effect of Termination 32

ARTICLE VIII MISCELLANEOUS 32

Section 8.1 Non-Survival of Representations and Warranties and Certain Covenants; Certain Waivers 32
Section 8.2 Expenses 32
Section 8.3 Notices 32
Section 8.4 Binding Effect; Assignment 34
Section 8.5 Amendment and Waiver 34
Section 8.6 Third Party Beneficiaries 34
Section 8.7 Non-Recourse 34
Section 8.8 Severability 35
Section 8.9 Construction 35
Section 8.10 Complete Agreement 35
Section 8.11 Specific Performance 35
Section 8.12 Jurisdiction and Exclusive Venue 36
Section 8.13 Governing Law; Waiver of Jury Trial 36
Section 8.14 No Right of Set-Off 37
Section 8.15 Counterparts and PDF 37
Section 8.16 Publicity 37
Section 8.17 Bulk Sales Laws 37
Section 8.18 Fiduciary Obligations 38
Section 8.19 Sellers' Representative 38

TABLE OF CONTENTS
(continued)

Page

Section 8.20 Schedules 38

ARTICLE IX ADDITIONAL DEFINITIONS AND INTERPRETIVE MATTERS 39

Section 9.1 Certain Definitions 39
Section 9.2 Rules of Interpretation 51

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement"), dated as of September 15, 2024, is made by and among, (a)(i) HA SunStrong Capital LLC, a Delaware limited liability company ("HA Purchaser"), (ii) GF SunStrong Capital, LLC, a Delaware limited liability company ("GF Purchaser" and, together with the HA Purchaser, the "Purchasers"), and (b)(i) SunPower Corporation, a Delaware corporation ("SunPower Corporation"), and (ii) the direct and indirect subsidiaries of SunPower Corporation as set forth in the signature pages attached hereto (together with SunPower Corporation, each a "Seller" and, collectively, the "Sellers"). Purchasers and Sellers are referred to herein individually as a "Party" and together as the "Parties." Capitalized terms used herein shall have the meanings set forth herein including Article IX.

WHEREAS, on August 5, 2024, each Seller filed a voluntary petition and commenced cases (the "Chapter 11 Cases") under chapter 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), which cases are jointly administered for procedural purposes under Case No. 24-11649 (collectively, the "Bankruptcy Cases");

WHEREAS, Purchasers desire to purchase the Acquired Assets (as defined below) and assume the Assumed Liabilities (as defined below) from Sellers, and Sellers desire to sell, convey, assign, and transfer to Purchasers the Acquired Assets together with the Assumed Liabilities, in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, sections 105, 363 and 365 of the Bankruptcy Code, in accordance with the other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court, all on the terms and subject to the conditions set forth in this Agreement and subject to the entry and terms of the Sale Order; and

WHEREAS, in connection with the Chapter 11 Cases and subject to the terms and conditions contained herein, following entry of the Sale Order finding the Purchasers as the Successful Bidder at the Auction, Sellers shall sell and transfer to the Purchasers, and the Purchasers shall purchase and acquire from Sellers, pursuant to, *inter alia*, sections 105, 363 and 365 of the Bankruptcy Code, in accordance with the other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court, the Acquired Assets, and the Purchasers shall assume from Sellers the Assumed Liabilities, all as more specifically provided herein and in the Sale Order.

NOW, THEREFORE, the Parties hereby agree as follows.

ARTICLE I
PURCHASE AND SALE OF ACQUIRED ASSETS; ASSUMPTION OF ASSUMED LIABILITIES

Section 1.1 Purchase and Sale of the Acquired Assets. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, on the terms and subject to the conditions set forth herein and in the Sale Order at the Closing (as defined below):

(a) SunPower Corporation shall sell, transfer, assign, convey, and deliver to HA Purchaser, and HA Purchaser shall purchase, acquire, and accept from SunPower Corporation, all

of SunPower Corporation's right, title and interest in and to, as of the Closing, the HA Acquired Assets, free and clear of all Encumbrances other than Permitted Encumbrances. "HA Acquired Assets" means all of each Seller's right, properties, title and interest in and to, as of the Closing, the SunStrong HA Interests, including a copy of the books and records of SunPower Corporation related solely to the HA Acquired Assets or the Assumed Liabilities of SunPower Corporation, but excluding in all cases the Excluded Assets (as defined below).

(b) each Seller shall sell, transfer, assign, convey, and deliver to GF Purchaser, and GF Purchaser shall purchase, acquire, and accept from such Seller, all of such Seller's right, title and interest in and to, as of the Closing, the GF Acquired Assets, free and clear of all Encumbrances other than Permitted Encumbrances. "GF Acquired Assets" means all of each Seller's right, properties, title and interest in and to, as of the Closing, the following assets of such Seller, but excluding in all cases the Excluded Assets (as defined below):

(i) the SunStrong GF Interests;

(ii) all of the membership interests held by SPWR SunStrong Holdings, LLC in:

(A) 8point3 Solar InvestCo 3 Holdings, LLC, a Delaware limited liability company;

(B) SunStrong Partners, LLC, a Delaware limited liability company;

(C) Dorado Development Partners, LLC, a Delaware limited liability company; and

(D) Juniper Dev Partners, LLC, a Delaware limited liability company (collectively, the "Devco Interests");

(iii) all of the membership interests held by SunPower HoldCo, LLC in Solar Sail, LLC, a Delaware limited liability company (the "Solar Sail Interests"); and

(i) a copy of the books and records of any Seller related solely to the GF Acquired Assets or the Assumed Liabilities.

(c) each Seller shall sell, transfer, assign, convey and deliver to Purchasers (such delivery to be effectuated by an assignment or contribution of such assets to SunStrong Capital) all of such Seller's right, title and interest in and to, as of the Closing, the Joint Acquired Assets, free and clear of all Encumbrances other than Permitted Encumbrances. "Joint Acquired Assets" means all of each Seller's right, properties, title and interest in and to, as of the Closing, the following assets of each Seller, but excluding in all cases the Excluded Assets:

(i) SunPower Mezzanine Loans;

(ii) Purchased Intellectual Property;

(iii) each Seller's instance of InfoLease, Lien Machine and Microsoft Dynamics, as applicable (including access and use rights to all customizations in or to such instances that, as of the date of this Agreement, are used by or on behalf of Sellers for the conduct and performance of the Covered Services);

(iv) IL Incentive Revenue Account;

(v) Purchased PPAs and Leases;

(vi) subject to modification in accordance with Section 1.5, all Contracts listed on Schedule 3.6, including any backup data maintained by Sellers in connection therewith (collectively, the "Assigned Contracts") and all rights and benefits thereunder;

(vii) to the extent transferable, all benefits, proceeds and other amounts payable under any policy of insurance relating to the Acquired Assets and all rights and benefits thereunder, which shall be Assigned Contracts;

(viii) all Accounts Receivable related solely to the Acquired Assets; and

(ix) a copy of the books and records of any Seller related solely to the Joint Acquired Assets or the Assumed Liabilities.

Section 1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, in no event shall any Seller be deemed to sell, transfer, assign, convey or deliver, and such Seller shall retain all right, title and interest to, in and under any properties, rights interests or other assets of such Seller other than the Acquired Assets (collectively, the "Excluded Assets") which shall include:

(a) all Accounts Receivable of the Sellers to the extent not related to the Acquired Assets;

(b) all Equity Interests of any of the Sellers' direct or indirect Subsidiaries, other than the Acquired Interests;

(c) all of the Sellers' rights under this Agreement;

(d) all of the Sellers' rights under any Excluded Asset;

(e) all Contracts to which any Seller is a party other than the Assigned Contracts or any Contracts evidencing Sellers' rights in respect of the Acquired Interests under the Organizational Documents of the Target Companies;

(f) all Tax Returns or Tax refunds of a Seller Tax Group or any Seller or Affiliate thereof;

(g) all Tax refunds with respect to the Acquired Assets (excluding, for the avoidance of doubt, any Tax refund described in Section 1.2(i) and any Tax refunds

received by the Seller in relation a Tax attributable to the Acquired Assets and paid by the Purchasers after Closing) allocable to a Pre-Closing Tax Period, as determined pursuant to Section 5.11;

(h) all Intellectual Property Rights assigned to [●] pursuant to that certain Asset Purchase Agreement by and among [●], SunPower Corporation and the direct and indirect subsidiaries of SunPower Corporation;

(i) the name "SunPower" or any derivation thereof; and

(j) all computers of Sellers' employees that are ultimately hired by Purchaser ("Computer Hardware").

Section 1.3 Assumption of Certain Liabilities. On the terms and subject to the conditions set forth herein and in the Sale Order effective as of the Closing, Purchasers shall irrevocably assume from each Seller (and from and after the Closing pay, perform, discharge, or otherwise satisfy in accordance with their respective terms), and such Seller shall irrevocably transfer, assign, convey, and deliver to Purchasers, only the following Liabilities, without duplication (collectively, the "Assumed Liabilities"):

(a) all Liabilities arising out of or relating to the ownership and operation of the Acquired Assets or Assigned Contracts arising at or after the date hereof that are due and payable after the Closing;

(b) any Liability for Taxes (including the payment thereof) attributable to the Acquired Assets for a taxable period (or portion thereof) beginning after the Closing Date (as determined pursuant to Section 5.11); and

(c) all cure costs required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts (the "Cure Costs").

Section 1.4 Excluded Liabilities. Except for the Assumed Liabilities, Purchasers shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of, or Action against, Sellers of any kind or nature whatsoever, whether absolute, accrued, contingent or otherwise, liquidated or unliquidated, due or to become due, known or unknown, currently existing or hereafter arising, matured or unmatured, direct or indirect, and however arising, whether existing before or on the Closing Date (as defined below) or arising thereafter as a result of any act, omission, or circumstances taking place prior to the Closing (collectively, the "Excluded Liabilities"), including the following Liabilities of any of the Sellers or of any predecessor of any of the Sellers, whether incurred or accrued by any of the Sellers before, on or after the Closing Date:

(a) all Cure Costs for any Contracts or leases to which any Seller is a party that are not Assigned Contracts;

(b) any Liability of the Sellers or of any of their predecessors associated with any and all indebtedness, including any guarantees of third party obligations and

reimbursement obligations to guarantors of the Sellers' or any of their respective Affiliates' obligations, and including any guarantee obligations or imputed Liability through veil piercing incurred in connection with the Sellers' Affiliates;

(c) all Liability of the Sellers or of any of their predecessors associated with payments for the purchase of goods, including but not limited to customer deposits and prepaid amounts;

(d) all Retained Taxes;

(e) all Liabilities of the Sellers or of any of their predecessors under this Agreement and the transactions contemplated hereby or thereby;

(f) any Liabilities in respect of any Contracts or leases to which any Seller is a party that are not Assigned Contracts, including any Liabilities arising out of the rejection of any such Contracts or Leases pursuant to Section 365 of the Bankruptcy Code;

(g) all Liabilities for fees, costs and expenses that have been incurred or that are incurred or owed by the Sellers or of any of their predecessors in connection with this Agreement or the administration of the Chapter 11 Cases (including all fees and expenses of professionals engaged by the Sellers) and administrative expenses and priority claims accrued through the Closing Date and specified post-closing administrative wind-down expenses of the bankrupt estates pursuant to the Bankruptcy Code (which such amounts shall be paid by the Sellers from the proceeds collected in connection with the Excluded Assets) and all costs and expenses incurred in connection with (i) the negotiation, execution and consummation of the transactions contemplated under this Agreement and each of the other documents delivered in connection herewith; and (ii) the consummation of the transactions contemplated by this Agreement, including any retention bonuses, "success" fees, change of control payments and any other payment obligations of the Sellers or of any of their predecessors payable as a result of the consummation of the transactions contemplated by this Agreement and the documents delivered in connection herewith;

(h) all employment-related Liabilities of the Sellers, including (i) Liabilities for any action resulting from the Sellers' employees' separation of employment with the Sellers, including any severance or separation pay, (ii) employment-related Liabilities resulting from the transactions contemplated hereby whether before, on or after the Closing, (iii) Liabilities arising out of or relating to any collective bargaining Contract, labor negotiation, employment Contract, and consulting Contract with the Sellers, (iv) any Liabilities arising from or related to payroll and payroll Taxes for the current and former employees or independent contractors or other service providers of the Sellers to such person at any time on or prior to the Closing, (v) Liabilities of the Sellers for vacation, sick leave, parental leave, and other paid-time off accrued by the Sellers on and prior to Closing, (vi) all Liabilities with respect to any current or former employee of the Sellers, and (vii) all Liabilities for any failure to comply with applicable Laws or obligations under any Contract, in each case arising out of or related to employment of employees of the Sellers or engagement of independent contractors of the Sellers;

(i) all Liabilities related to the WARN Act, to the extent applicable, with respect to the Sellers' termination of employment of the Sellers' employees on or prior to Closing (for the avoidance of doubt reference to the Sellers in clause (h) and (i) shall refer to the Sellers and its Affiliates);

(j) all Liabilities arising under or relating to Company Benefit Plans (including all assets, trusts, insurance policies and administration service contracts related thereto);

(k) all Liabilities of the Sellers or of any of their predecessors to their respective equity holders respecting dividends, distributions in liquidation, redemptions of interests, option payments or otherwise, and any Liability of the Sellers or of any of their predecessors pursuant to any contract or lease, or has any material business arrangement with, or has any material financial obligations to or is owed any financial obligations from, any Seller or, to the Knowledge of Sellers, any actual competitor, vendor or licensor of any Seller;

(l) all Liabilities arising out of or relating to any business or property formerly owned or operated by any of the Sellers, any Affiliate or predecessor thereof, but not presently owned and operated by any of the Sellers as of the date hereof;

(m) all Liabilities relating to claims, actions, suits, arbitrations, litigation matters, proceedings or investigations (in each case whether involving private parties, Governmental Bodies, or otherwise) involving, against, or affecting any Acquired Assets, the Sellers, any of their Affiliates or predecessors, or any assets or properties of the Sellers or of any of their predecessors, in each case arising out of the ownership of any Acquired Asset prior to the Closing;

(n) all Liabilities arising under Environmental Laws, other than to the extent arising out of the ownership of any Acquired Asset from and after the Closing, whether or not yet booked as accounts payable by Sellers as of or prior to the Closing;

(o) all accounts payable of the Sellers or of any of their predecessors existing as of or prior to the Closing;

(p) all Liabilities outstanding as of and arising after the Closing for any contract for delivery of or returns of products previously sold to customers, whether or not any customer has provided a deposit for the sale;

(q) all Liabilities of the Sellers or of any of their predecessors arising out of any Contract, Permit, or claim that is not transferred to Purchasers hereunder; and

(r) all Liabilities for all Professional Fees Amounts.

Section 1.5 Assumption/Rejection of Certain Contracts.

(a) Sellers shall provide timely and proper written notice of a proposed Sale Order to all parties to any executory Contracts or unexpired leases to which Sellers or any of their respective Subsidiaries or Affiliates is a party that are Assigned Contracts and take

all other actions reasonably necessary to cause such Contracts to be assumed by Sellers and assigned to Purchasers pursuant to Section 365 of the Bankruptcy Code to the extent that such Contracts are Assigned Contracts at the Closing. The Sale Order shall provide that as of and conditioned on the occurrence of the Closing, Sellers shall assign or cause to be assigned to Purchasers or an Affiliate of either Purchaser designated by Purchasers, as applicable, the Assigned Contracts, each of which shall be identified by the name or appropriate description and date of the Assigned Contract (if available), each other party to the Assigned Contract, and the address of each such party for notice purposes, all included in a notice filed with the Bankruptcy Court (the "Cure Notice"). The Cure Notice shall also set forth Sellers' good faith estimate of the amounts necessary to cure any defaults under each of the Assigned Contracts as determined by Sellers based on their books and records or as otherwise determined by the Bankruptcy Court. At the Closing, Sellers shall, pursuant to the Sale Order and the Assignment and Assumption Agreement, assign to Purchasers (the consideration for which is included in the Purchase Price), all Assigned Contracts that may be assigned by Sellers to Purchasers pursuant to sections 363 and 365 of the Bankruptcy Code.

(b) Sellers shall transfer and assign, or shall cause to be transferred or assigned, all Assigned Contracts to Purchasers or one or more entities jointly designated by Purchasers, and Purchasers or such designee(s) shall assume all Assigned Contracts, as of the Closing Date, pursuant to section 365 of the Bankruptcy Code and the Sale Order. As promptly as practicable following the date hereof, Purchasers and Sellers shall use commercially reasonable efforts to cooperate and determine the Cure Costs under each Assigned Contract, if any, so as to permit the assumption and assignment of each such Assigned Contract pursuant to section 365 of the Bankruptcy Code in connection with the Transaction.

(c) Purchasers shall have the right to jointly notify Sellers in writing of any Assigned Contract that they do not wish to assume or a Contract that is related to the Acquired Assets to which any Seller is a party that Purchasers wish to add as an Assigned Contract up to the date of Closing (as defined in the Bidding Procedures Order), and (i) any such previously considered Assigned Contract that Purchasers no longer wish to assume shall be automatically deemed removed from the Schedules related to Assigned Contracts and automatically deemed added to the Excluded Assets, in each case, without any adjustment to the Purchase Price, and (ii) any such previously considered Contract that is related to the Acquired Assets that Purchasers wish to assume as an Assigned Contract shall be automatically deemed added to the Schedules related to Assigned Contracts, automatically deemed removed from the Excluded Assets, and assumed by Sellers to sell and assign to Purchasers, in each case, without any adjustment to the Purchase Price. Purchasers shall be solely responsible for the payment, performance and discharge when due of the Liabilities under the Assigned Contracts arising or that are otherwise payable from the time of and after the Closing.

(d) Notwithstanding anything to the contrary in this Agreement, a Contract shall not be assigned to, or assumed by, Purchasers to the extent that such Contract is rejected by any Seller or its Affiliates or terminated by such Seller, its Affiliates or any other party thereto, or terminates or expires by its terms, on or prior to such time as it is to

be assumed by Purchasers as an Assigned Contract hereunder and is not continued or otherwise extended upon assumption.

(e) Notwithstanding anything to the contrary in this Agreement, to the extent an Acquired Asset requires any consent or approval from any party, including any Governmental Body (other than, and in addition to and determined after giving effect to any Order of the Bankruptcy Court, including the Sale Order) in order to permit the sale or transfer to any Purchaser of the applicable Seller's right, title and interest in and to such asset, and such consent or approval has not been obtained prior to such time as such right, title and interest is to be transferred by such Purchaser hereunder, such asset shall not be transferred to, or received by, such Purchaser. If any Acquired Asset is deemed not to be assigned pursuant to this clause (e), the Closing shall nonetheless take place subject to the other terms and conditions set forth herein and, thereafter, through the earlier of (x) such time as such consent or approval from the applicable party, including any Governmental Body, is obtained and (y) six (6) months following the Closing (or the closing of the Chapter 11 Cases or dissolution of Sellers, if earlier), Sellers and Purchasers shall (A) use reasonable best efforts to secure such consents or approvals as promptly as practicable after the Closing and (B) cooperate in good faith in any lawful and commercially reasonable arrangement reasonably proposed by Purchasers, including subcontracting, licensing, or sublicensing to any Purchaser any or all of Sellers' rights and obligations with respect to any such Acquired Asset, under which (1) such Purchaser shall obtain (without infringing upon the legal rights of such third party or violating any Law) the economic rights and benefits (net of the amount of any related Tax costs imposed on Sellers or their respective Affiliates or any direct costs associated with the retention and maintenance of such Acquired Asset incurred by Sellers or their respective Affiliates) with respect to such Acquired Asset with respect to which such consent or approval has not been obtained and (2) such Purchaser shall assume and timely discharge all related burdens and obligations with respect to such Acquired Asset. Upon satisfying any requisite consent or approval requirement applicable to such Acquired Asset after the Closing, the applicable Seller's right, title and interest in and to such Acquired Asset shall promptly be transferred and assigned to such Purchaser in accordance with the terms of this Agreement, the Sale Order and the Bankruptcy Code.

(f) If at any time after the Closing, any Seller or Purchaser becomes aware that such Seller continues to hold any Acquired Asset, including an Assigned Contract, or any asset necessary for the operation of the Acquired Assets that should have been conveyed in accordance with this Agreement, such Party will promptly notify the other Party and such Seller shall use its commercially reasonable efforts to transfer (or cause to be transferred) such Acquired Asset or asset to Purchasers. Following written confirmation from the Purchasers, the Purchasers will assume any Assumed Liabilities associated therewith upon receipt, in each case, without further consideration being due or paid from Purchasers to such Seller. If at any time after the Closing, Purchasers become aware that they hold any Excluded Asset, Purchasers will promptly notify Sellers and use its commercially reasonable efforts to transfer (or cause to be transferred) such Excluded Asset to the applicable Seller, without further consideration being due or paid from any Seller to Purchasers.

ARTICLE II
CONSIDERATION; PAYMENT; CLOSING

Section 2.1 Consideration; Payment. The aggregate consideration (collectively, the "Purchase Price") to be paid by Purchasers for the purchase of the Acquired Assets shall be: (i) the assumption of Assumed Liabilities and (ii) (A) a cash payment in an amount equal to One Million, Five Hundred Thousand United States Dollars ($1,500,000.00) in connection with the HA Acquired Assets, the GF Acquired Assets, the SunPower Mezzanine Loans, the Purchased Intellectual Property , the Assigned Contracts and the IL Incentive Revenue Account; and (B) a cash payment in an amount equal to Ten Million Dollars ($10,000,000.00) in connection with all other Joint Acquired Assets (clauses (A) and (B), collectively, the "Cash Consideration"). At the Closing, Purchasers shall deliver, or cause to be delivered, to Sellers the Cash Consideration less the Deposit and shall assume the Assumed Liabilities. The Cash Consideration and any payment required to be made pursuant to any other provision hereof shall be made in cash by wire transfer of immediately available funds to such bank account as shall be designated in writing by the applicable Party to (or for the benefit of) whom such payment is to be made at least two (2) Business Days prior to the date such payment is to be made.

Section 2.2 Deposit.

(a) Purchasers have or will within two (2) Business Days of the date hereof, made an earnest money deposit with Epiq Corporate Restructuring, LLC (the "Escrow Agent") in a cash amount equal to 10% of the Cash Consideration (the "Deposit"), by wire transfer of immediately available funds for deposit into a separate, segregated, interest bearing escrow account maintained by the Escrow Agent in accordance with the Bidding Procedures Order. The Deposit shall not be subject to any Encumbrance, attachment, trustee process, or any other judicial process of any creditor of any Sellers or Purchasers and shall be applied against payment of the Purchase Price on the Closing Date.

(b) If, prior to the Closing, this Agreement has been terminated by Sellers pursuant to Section 7.1(d) or Section 7.1(f) (or by Purchasers pursuant to Section 7.1(b) or Section 7.1(c), in each case in circumstances where Sellers would be entitled to terminate this Agreement pursuant to Section 7.1(d) or Section 7.1(f)), then Sellers shall retain the Deposit together with all received investment income, if any.

(c) If, prior to the Closing, this Agreement has been terminated by any Party, other than as contemplated by Section 2.2(b), then the Deposit, together with all received investment income, if any, shall be returned to Purchasers within five Business Days after such termination.

(d) The Parties agree that Sellers' right to retain the Deposit, as set forth in Section 2.2(b), is not a penalty, but rather is liquidated damages in a reasonable amount that will compensate Sellers for their efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Transactions, which amount would otherwise be impossible to calculate with precision.

(e) If the Closing occurs, at the Closing the Parties shall deliver joint written instructions to the Escrow Agent directing the Escrow Agent to transfer by wire transfer of immediately available funds 100% of the Deposit (together with any and all investment interest thereon, if any) to such account(s) as may be designated by Sellers.

Section 2.3 Closing. The closing of the purchase and sale of the Acquired Assets, the delivery of the Purchase Price and the assumption of the Assumed Liabilities in accordance with this Agreement (the "Closing") will take place by telephone conference and electronic exchange of documents at 9:00 a.m. Central Time on the second (2nd) Business Day following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the closing conditions set forth in Article VI (other than conditions that by their terms or nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing), or at such other place, time and date as the Parties may agree in writing. The date on which the Closing actually occurs is referred to herein as the "Closing Date."

Section 2.4 Closing Deliveries by Sellers. At or prior to the Closing, Sellers shall deliver to Purchaser:

(a) A bill of sale and assignment and assumption agreement substantially in the form of Exhibit A hereto (the "Assignment and Assumption Agreement") duly executed by each applicable Seller, in each case, with respect to the applicable Acquired Assets;

(b) The Acquired Interests, including any certificates thereof (if any), accompanied by all proper instruments evidencing the transfer of the Acquired Interests to Purchasers;

(c) an IRS Form W-9 executed by each Seller or its regarded owner;

(d) [an Intellectual Property Assignment Agreement;][1]

(e) a duly executed transition services agreement, in form and substance mutually agreed by SunPower, SunPower Servicers and HA Purchaser (the "TSA");

(f) an officer's certificate, dated as of the Closing Date, executed by a duly authorized officer of each Seller certifying that the conditions set forth in Section 6.2(a) and Section 6.2(b) have been satisfied.

Section 2.5 Closing Deliveries by Purchaser. At the Closing, Purchasers shall deliver to (or at the direction of) Sellers:

(a) payment of the Cash Consideration as set forth in Section 2.1;

(b) the Assignment and Assumption Agreement duly executed by Purchasers;

(c) the TSA duly executed by HA Purchaser and SunStrong Capital;

[1] Note to Purchaser: Please provide a draft of this Agreement.

(d) countersigned Intellectual Property Assignment Agreement;

(e) a duly executed joinder to each Operating Agreement from the HA Purchaser and/or GF Purchaser (or its designee), as applicable, as a member of the applicable Target Company in a form satisfying the requirements of the applicable Operating Agreement; and

(f) an officer's certificate from each Purchaser, dated as of the Closing Date, executed by a duly authorized officer of such Purchaser certifying that the conditions set forth in Section 6.3(a) and Section 6.3(b) have been satisfied.

Section 2.6 Withholding. Purchasers shall not be entitled to deduct or withhold any Taxes from any amounts payable pursuant to this Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as disclosed in any forms, statements or other documents filed with the Bankruptcy Court or as set forth in the Schedules delivered by Sellers concurrently herewith and as updated from time to time, each Seller represents and warrants to Purchasers as of the date hereof and solely with respect to each such Seller and the applicable Acquired Assets as follows:

Section 3.1 Organization and Qualification. Such Seller is a corporation, limited liability company or limited partnership, as applicable, duly incorporated or organized, validly existing, and in good standing under the Laws of the jurisdiction of its incorporation or formation. Such Seller is duly licensed or qualified to do business under the Laws of each jurisdiction in which the nature of the business conducted by it makes such licensing or qualification necessary, except where failure to be so licensed, qualified or in good standing would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

Section 3.2 Authorization of Agreement. Subject to requisite Bankruptcy Court approvals:

(a) such Seller has all necessary power and authority to execute and deliver this Agreement and the other Transaction Agreements to which such Seller is a party and to perform its obligations hereunder and to consummate the Transactions;

(b) the execution, delivery and performance by such Seller of this Agreement and the other Transaction Agreements to which Seller is a party, and the consummation by such Seller of the Transactions, have been duly authorized by all requisite corporate action, limited liability company action or limited partnership action on the part of such Seller, as applicable, and no other organizational proceedings on such Seller's part are necessary to authorize the execution, delivery and performance by such Seller of this Agreement or the other Transaction Agreements and the consummation by it of the Transactions; and

(c) this Agreement and the other Transaction Agreements to which such Seller is a party have been, or will be, duly executed and delivered by such Seller and, assuming due authorization, execution and delivery hereof and thereof by the other parties hereto and

thereto, constitutes, or will constitute, legal, valid and binding obligations of such Seller, enforceable against such Seller in accordance with its and their terms, except that such enforceability (i) may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar Laws of general application affecting or relating to the enforcement of creditors' rights generally and (ii) is subject to general principles of equity, whether considered in a proceeding at law or in equity (collectively, the "Enforceability Exceptions").

Section 3.3 Conflicts; Consents. Except as related to, or as a result of, the filing or pendency of the Bankruptcy Cases, as set forth on Schedule 3.3 and assuming that requisite Bankruptcy Court approvals are obtained and, neither the execution and delivery by such Seller of this Agreement or the other Transaction Agreements, nor the consummation by such Seller of the Transactions, nor performance or compliance by such Seller with any of the terms or provisions hereof or thereof, will (a) conflict with or violate any provision of such Seller's certificate of incorporation, bylaws, certificate of formation, certificate of limited partnership, or other Governing Documents, as applicable, (b) violate or constitute a breach of or default (with or without notice or lapse of time, or both) under or give rise to a right of termination, modification, or cancelation of any obligation or to the loss of any benefit, any of the terms or provisions of any assigned contract or accelerate such Seller's obligations under any such assigned contract, or (c) result in the creation of any Encumbrance (other than a Permitted Encumbrance) on any Acquired Assets, except, in each case, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 3.4 Title to Assets; Sufficiency of Assets.

(a) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Sellers have good and valid title to all Acquired Assets, free and clear of all Encumbrances (other than Permitted Encumbrances). Pursuant to the Sale Order, the Sellers will convey such title to or rights to use, all of the Acquired Assets, free and clear of all Encumbrances (other than Permitted Encumbrances).

(b) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or as set forth on Schedule 3.4(b), all tangible assets of the Acquired Assets are (i) in good working order and condition in all material respects, ordinary wear and tear excepted, (ii) have been reasonably maintained, (iii) are suitable in all material respects for the uses for which they are being utilized in the Acquired Assets as conducted by Sellers as of the date hereof, (iv) do not require more than regularly scheduled maintenance in the Ordinary Course consistent with past practice and the established maintenance policies of Sellers, as applicable, in order to keep them in good operating condition, and (v) comply in all material respects with all requirements under any Laws and any licenses which govern the use and operation thereof. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Acquired Assets constitute the material properties, assets and rights reasonably necessary, and are sufficient in all material respects, for the conduct of the Acquired Assets as currently conducted, taking into account the fact that the Excluded Assets shall not be acquired by Purchasers pursuant to the terms of this Agreement.

(c) Subject to requisite Bankruptcy Court approvals, (i) each Seller owns good, valid and marketable title to the applicable Acquired Interests, free and clear of any and all Encumbrances (other than Securities Encumbrances or those arising out of the Governing Documents of the Company) and (ii) upon delivery of the Acquired Interests at the Closing in accordance with this Agreement, the entire legal and beneficial interest in the Acquired Interests and good, valid and marketable title to the Acquired Interests, free and clear of all Encumbrances (other than Securities Encumbrances, those arising out of the Governing Documents of the Company, or those incurred by Purchasers), will pass to Purchasers.

Section 3.5 [Reserved].

Section 3.6 Assigned Contracts. Schedule 3.6 sets forth a complete list, as of the date hereof, of all Assigned Contracts.

Section 3.7 [Reserved].

Section 3.8 Litigation; Decrees. Except as set forth in Schedule 3.8 or arising in connection with, or out of, the Bankruptcy Cases (or any actions which are the subject matter thereof), there is no litigation pending that (a) would reasonably be expected to be material to the Acquired Assets or (b) challenges the validity or enforceability of this Agreement or that seeks to enjoin or prohibit consummation of the transactions contemplated hereby and thereby. Other than the Bankruptcy Case, no Seller is subject to any outstanding decree that would (i) reasonably be expected to be material to the Acquired Assets or (ii) prevent or materially delay such Seller's ability to consummate the transactions contemplated hereby or by the Transaction Agreements or perform in any material respect its obligations hereunder.

Section 3.9 Data Privacy. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect and except as set forth on Schedule 3.9, in connection with its collection, storage, transfer, marketing, sales, security, and/or use of any Personal Information, each Seller is and, during the last twelve (12) months, has been in compliance in all material respects with applicable Laws that regulate the privacy and/or security of Personal Information (the "Privacy Laws"). Except as set forth on Schedule 3.9, neither the execution, delivery, or performance of this Agreement, nor the consummation of any of the transactions contemplated under this Agreement will violate applicable Privacy Laws in any material respects. Each Seller has commercially reasonable physical, technical, organizational and administrative security measures in place that are designed to protect all Personal Information collected by it or on its behalf from and against material unauthorized access, loss, modification, destruction, use or disclosure, and all such measures are in accordance with applicable Privacy Laws in all material respects. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect and to the Knowledge of Sellers, since June 30, 2024 there has been no unauthorized access, use, modification, or disclosure of Personal Information in the possession or control of each Seller relating to the Acquired Assets, or any event that constitutes a security breach or similar term under applicable Law.

Section 3.10 [Reserved].

Section 3.11 Taxes.

(a) The Sellers have timely filed, or caused the timely filing of, all material Tax Returns required to be filed by the Sellers or Target Companies with respect to the Acquired Assets with the appropriate Governmental Bodies (taking into account any extension of time to file granted or to be obtained on behalf of the Sellers); and all such Tax Returns are true, complete, and correct in all material respects;

(b) All material Taxes imposed on the Sellers or the Target Companies with respect to the Acquired Assets that are due and owing (taking into account applicable extensions) have been paid (other than any Taxes (i) the nonpayment of which is permitted or required by the Bankruptcy Code, or (ii) that are being contested in good faith and for which appropriate reserves have been made in accordance with GAAP);

(c) There are no material pending (or threatened) audits, examinations, investigations or other proceedings, in each case for which a Seller has received written notice or to the Knowledge of the Sellers, relating to a material amount of Taxes with respect to the Acquired Assets;

(d) There are no Encumbrances relating to material Taxes (other than Permitted Encumbrances) on any Acquired Assets; and

(e) In the last twelve (12) months and other than as set forth in public filings of SunPower Corporation, no claim has been made in writing by a Governmental Body in a jurisdiction where a Seller does not currently file Tax Returns with respect to an Acquired Asset that such Seller may be subject to Tax by that jurisdiction with respect to such Acquired Asset.

(f) Sellers have not received written notice of any material Tax deficiency outstanding, proposed or assessed, with respect to the Acquired Assets.

(g) Notwithstanding anything herein to the contrary, this Section 3.11 contains the sole and exclusive representations and warranties with respect to Taxes, and no representation or warranty is made in this Section 3.11 regarding (i) any taxable period (or portion thereof) beginning after the Closing Date, or (ii) the availability or unavailability of any tax attribute or tax refund.

Section 3.12 Intellectual Property.

(a) Except as set forth on Schedule 3.12(a), the Sellers own all right, title and interest in and to the Purchased Intellectual Property, free and clear of all Encumbrances (other than Permitted Encumbrances). Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and to the Knowledge of the Sellers, except as set forth in Schedule 3.12(a) or as otherwise contemplated by this Agreement, the Purchased Intellectual Property constitutes all Intellectual Property Rights owned or held for use by the Sellers in the conduct of the Covered Services as of the date of this Agreement. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and to the Knowledge of the Sellers, the Purchased Intellectual Property is sufficient to conduct the Covered Services as presently conducted. Except as would not, individually or in the aggregate, reasonably be expected

to have a Material Adverse Effect, Sellers own all right, title and interest in, or have a valid and enforceable written license or other permission to use, all Purchased Intellectual Property.

(b) Except as set forth on Schedule 3.12(b), to the Knowledge of the Sellers, during the past twelve (12) months, there has not been and there is not now any actual unauthorized use, infringement or misappropriation of any of the Purchased Intellectual Property by any third party, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) Except as set forth in Schedule 3.12(c), during the past twelve (12) months, the Sellers have not brought any actions or lawsuits that are pending and unresolved alleging infringement, misappropriation or other violation of any of the Purchased Intellectual Property by any third party. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and except as set forth in Schedule 3.12(c), to the Knowledge of Sellers, no Person is infringing upon any Purchased Intellectual Property. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and to the Knowledge of the Sellers, the Sellers have not entered into any Contract granting any third party the right to bring infringement actions with respect to any of the Purchased Intellectual Property that will survive the Closing. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, to the Knowledge of the Sellers there is no pending claim or claim threatened in writing with respect to the Purchased Intellectual Property: (i) contesting the right of the Sellers to use, exercise, sell, license, transfer or dispose of any of the Purchased Intellectual Property; or (ii) challenging the ownership, validity or enforceability of any of the Purchased Intellectual Property. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and to the Knowledge of the Sellers, no Purchased Intellectual Property is subject to any outstanding order, judgment, decree, stipulation or agreement related to or restricting in any manner the use, licensing, assignment, transfer or conveyance thereof by the Sellers.

(d) Schedule 3.12(a) contains a listing of all material Contracts to which the Sellers are a party that relates to the settlement of any claims related to the Purchased Intellectual Property (including co-existence agreements).

(e) Except as set forth in Schedule 3.12(a), to the Knowledge of the Sellers, the Sellers have the full right, power and authority to sell, assign, transfer and convey all of their right, title and interest in and to the Purchased Intellectual Property to Purchasers, and upon Closing, Purchasers will acquire from the Sellers good and marketable title to the Purchased Intellectual Property, free of Encumbrances (other than Permitted Encumbrances).

(f) Except as would not, individually or in the aggregate, reasonably be expected to be material to the Acquired Assets and the conduct of the Covered Services, and to the Knowledge of the Sellers, except as set forth in Schedule 3.12(a), the Sellers have secured from each present or former employee, officer, director, agent, outside contractor or consultant of the Sellers who contributed to the development of any material

Purchased Intellectual Property on behalf of the Sellers a written and enforceable agreement that contain (A) a non-disclosure obligation with respect to the Sellers' confidential information and (B) a valid assignment to one or more of the Sellers of all rights, title and interest in and to such Purchased Intellectual Property, unless in respect of assignment agreements, a Seller owns such Purchased Intellectual Property by operation of Law. Except as would not, individually or in the aggregate, reasonably be expected to be material to the Acquired Assets and the conduct of the Covered Services, the Sellers have taken commercially reasonable and appropriate steps to protect, maintain and preserve the confidentiality of any material trade secrets included in the Purchased Intellectual Property. Except as would not, individually or in the aggregate, reasonably be expected to be material to the Acquired Assets and the conduct of the Covered Services, any disclosure by the Sellers of such trade secrets to any third party has been pursuant to the terms of a written agreement with such third party.

(g) To the Knowledge of the Sellers, all material software owned, licensed, used, or otherwise held for use in the Acquired Assets and the conduct of the Covered Services is in good working order and condition and is sufficient in all material respects for the purposes for which it is currently used in the Acquired Assets and the conduct of the Covered Services, except in each case as would not reasonably be expected to be material to the Sellers and their respective Subsidiaries taken as a whole. To the Knowledge of the Sellers, the Sellers have not experienced any material defects in design, workmanship or material in connection with the use of such software that have not been corrected. Except as would not, individually or in the aggregate, reasonably be expected to be material to the Acquired Assets and the conduct of the Covered Services, and to the Knowledge of the Sellers, no such software contains any computer code or any other procedures, routines or mechanisms which may: (i) disrupt, disable, harm or impair in any material way such software's operation, (ii) cause such software to damage or corrupt any data, storage media, programs, equipment or communications of the Sellers or their clients, or otherwise interfere with the Sellers' operations as currently conducted, or (iii) permit any third party to access any such software to cause disruption, disablement, harm, impairment, damage erasure or corruption (sometimes referred to as "traps", "viruses", "access codes", "back doors" "Trojan horses," "time bombs," "worms," or "drop dead devices"). The computer software, computer hardware, firmware, networks, interfaces and related systems (collectively, "Computer Systems") used in the Acquired Assets and the conduct of the Covered Services are sufficient in all material respects for the Sellers' current needs in the conduct of the Covered Services as presently conducted, and, to the Knowledge of the Sellers, in the past twelve (12) months, there have been no material failures, crashes, security breaches or other adverse events affecting the Computer Systems which would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Acquired Assets and the conduct of the Covered Services. Except as would not, individually or in the aggregate, reasonably be expected to be material to the Acquired Assets and the conduct of the Covered Services, the Sellers take commercially reasonable steps to provide for the back-up and recovery of material data and have implemented disaster recovery plans, procedures and facilities and, as applicable, have taken reasonable steps to implement such plans and procedures. The Sellers have taken reasonable actions designed to protect the integrity and security of the Computer Systems

and the information stored therein from unauthorized use, access, or modification by third parties.

(h) Except as set forth on Schedule 3.12(a), and to the Knowledge of the Sellers, the operation and conduct of the Covered Services as currently conducted by the Sellers has not, in the last twelve (12) months, and does not as of the Closing Date infringe, misappropriate or violate any Intellectual Property Rights of any third party, in each case except as would not, individually or in the aggregate, reasonably be expected to be have a Material Adverse Effect. To the Knowledge of the Sellers, there is no pending claim or claim threatened in writing alleging that the conduct of the Covered Services as currently conducted by the Sellers infringes, misappropriates or otherwise violates any Intellectual Property Rights of any third party or violates any Contract with any third party to which the Sellers are a party or by which they are bound, in each case except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(i) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and to the Knowledge of the Sellers, all Purchased Intellectual Property is subsisting, valid and enforceable.

(j) Except as would not, individually or in the aggregate, reasonably be expected to be material to the Acquired Assets and the conduct of the Covered Services, and to the Knowledge of the Sellers, no domain name or social media account included in the Purchased Intellectual Property has been, during the past twelve (12) months, or is now involved in any dispute over its ownership or use. Except as would not, individually or in the aggregate, reasonably be expected to be material to the Acquired Assets and the conduct of the Covered Services, and to the Knowledge of the Sellers, Sellers have information sufficient to access, operate, and control all social media accounts and domain names included in the Purchased Intellectual Property. All domain names and social media accounts included in the Purchased Intellectual Property are set forth on Schedule 3.12(i).

Section 3.13 Compliance with Laws. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or as related to, or as a result of, the filing or pendency of the Bankruptcy Cases, the Sellers are in compliance, in all material respects, with all Laws applicable to the Acquired Assets. Except as related to or, as a result of, the filing or pendency of the Bankruptcy Cases, since June 30, 2024 (i) none of the Sellers has received any written notice of, the material violation of any Laws, and (ii) to the Knowledge of the Sellers, no event has occurred or circumstance exists that (with or without notice, passage of time, or both) would constitute or result in a failure by any Seller or its Subsidiaries to comply, in any material respect, with any applicable Law, the failure of which would result in a Material Adverse Effect. Except as related to, or as a result of, the filing or pendency of the Bankruptcy Cases or as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, no investigation in relation to any actual or alleged material violation of Law by any Seller or its Subsidiaries is pending or, to the Knowledge of the Sellers, threatened, nor since June 30, 2024 has any Seller or any of its Subsidiaries received any written notice from any Governmental Body indicating an intention to conduct the same.

Section 3.14 Brokers. Except for Moelis & Company, all of whose fees and expenses will be borne solely by Sellers, there is no investment banker, broker, finder, or other intermediary which has been retained by or is authorized to act on behalf of Purchasers that might be entitled to any fee or commission in connection with the Transactions.

Section 3.15 No Other Representations or Warranties. Except for the representations and warranties expressly contained in this Article III (as qualified by the Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement) (the "Express Representations") (it being understood that Purchasers and the Purchaser Group have relied only on such Express Representations and warranties), each Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that no Seller nor any other Person on behalf of such Seller makes, and neither Purchaser nor any member of the Purchaser Group has relied on, is relying on, or will rely on the accuracy or completeness of any express or implied representation or warranty with respect to such Seller, the Acquired Assets, or the Assumed Liabilities or with respect to any information, statements, disclosures, documents, projections, forecasts or other material of any nature made available or provided by any Person (including in any presentations or other materials prepared by Moelis & Company) or in that certain datasite administered by Datasite (the "Dataroom") or elsewhere to Purchasers or any of their respective Affiliates or Advisors on behalf of such Seller or any of its Affiliates or Advisors. Without limiting the foregoing, no Seller or any of its Advisors nor any other Person will have or be subject to any Liability whatsoever to Purchasers, or any other Person, resulting from the distribution to Purchasers or any of their respective Affiliates or Advisors, or Purchasers' or any of their respective Affiliates' or Advisors' use of or reliance on, any such information including any information presentation, any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchasers or any of their respective Affiliates or Advisors in the Dataroom or otherwise in expectation of the Transactions or any discussions with respect to any of the foregoing information.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Each Purchaser represents and warrants to Sellers as follows.

Section 4.1 Organization and Qualification. Such Purchaser is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware and has all requisite limited liability company power and authority necessary to carry on its business as it is now being conducted, except (other than with respect to such Purchaser's due formation and valid existence) as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on such Purchaser's ability to consummate the Transactions. Such Purchaser is duly licensed or qualified to do business and is in good standing (where such concept is recognized under applicable Law) in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties owned or used by it makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on such Purchaser's ability to consummate the Transaction by this Agreement.

Section 4.2 **Authorization of Agreement**. Such Purchaser has all necessary power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the Transactions. The execution, delivery and performance by such Purchaser of this Agreement, and the consummation by such Purchaser of the Transactions, subject to requisite Bankruptcy Court approvals, have been duly authorized by all requisite corporate or similar organizational action and no other corporate or similar organizational proceedings on its part are necessary to authorize the execution, delivery and performance by such Purchaser of this Agreement and the consummation by it of the Transactions. Subject to requisite Bankruptcy Court approvals, this Agreement has been duly executed and delivered by such Purchaser and, assuming due authorization, execution and delivery hereof by the other Parties, constitutes a legal, valid and binding obligation of each Purchaser, enforceable against such Purchaser in accordance with its terms, except that such enforceability may be limited by the Enforceability Exceptions.

Section 4.3 **Conflicts; Consents**. Assuming that (i) the Sale Order and all other requisite Bankruptcy Court approvals are obtained, and (ii) the notices, authorizations, approvals, Orders, permits or consents set forth on Schedule 4.3 are made, given or obtained (as applicable), neither the execution and delivery by such Purchaser of this Agreement, nor the consummation by such Purchaser of the Transactions, nor performance or compliance by such Purchaser with any of the terms or provisions hereof, will (a) conflict with or violate any provision of such Purchaser's Organizational Documents, (b) violate any Law or Order applicable to such Purchaser, (c) violate or constitute a breach of or default (with or without notice or lapse of time, or both) under or give rise to a right of termination, modification, or cancelation of any obligation or to the loss of any benefit, any of the terms or provisions of any loan or credit agreement or other material Contract to which such Purchaser is a party or accelerate such Purchaser's obligations under any such Contract, or (d) result in the creation of any Encumbrance (other than a Permitted Encumbrance) on any properties or assets of such Purchaser or any of its subsidiaries, except, in the case of clauses (a) through (b), as would not, individually or in the aggregate, reasonably be expected to prevent or materially impair, alter or delay the ability of such Purchaser to consummate the Transactions.

Section 4.4 **Financing**. Such Purchaser has, and will have at the Closing, sufficient funds in an aggregate amount necessary to pay the Cash Consideration, to perform the Assumed Liabilities as they become due in accordance with their terms and to consummate all of the other Transactions, including the payment of the Purchase Price and all fees, expenses of, and other amounts required to be paid by, such Purchaser in connection with the Transactions. Such Purchaser is and shall be capable of satisfying the conditions contained in Sections 365(b)(1)(c) and 365(f) of the Bankruptcy Code with respect to the Acquired Assets and the related Assumed Liabilities. Such Purchaser's ability to consummate the Transactions is not contingent upon its ability to secure any financing or to complete any public or private placement of securities prior to or upon Closing.

Section 4.5 **Brokers**. Such Purchaser does not have any investment banker, broker, finder, or other intermediary which has been retained by or is authorized to act on behalf of such Purchaser that might be entitled to any fee or commission in connection with the Transactions.

Section 4.6 **Solvency**. Such Purchaser is, and immediately after giving effect to the Transactions such Purchaser shall be, solvent and at all times shall: (a) be able to pay its debts as

they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debt (including a reasonable estimate of the amount of all contingent Liabilities) and (c) have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the Transactions with the intent to hinder, delay or defraud either present or future creditors of such Purchaser. In connection with the Transactions, such Purchaser has incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

Section 4.7 Investment Representation Investigation. Purchasers are acquiring the Acquired Interests for its own account with the present intention of holding such securities for investment purposes and not with a view to, or for sale in connection with, any distribution of such securities in violation of any federal or state securities Laws. Purchasers are knowledgeable about the industries in which the Company operates and are capable of evaluating the merits and risks of the Transactions and is able to bear the substantial economic risk of such investment for an indefinite period of time.

Section 4.8 SEC Reports; Undisclosed Liabilities.

(a) Since June 30, 2024, HA Purchaser Parent has timely filed or furnished, as applicable, all HA Purchaser Parent SEC Reports. Each HA Purchaser Parent SEC Report complied, as of its filing date (or, if amended or superseded by a filing prior to the date of this Agreement, on the date of such amended or superseding filing) or in the case of registration statements, on the date of effectiveness thereof, in all material respects with the then applicable requirements of the Securities Act, the Exchange Act, the Sarbanes-Oxley Act, to the extent applicable. As of its filing date (or, if amended or superseded by a filing prior to the date of this Agreement, on the date of such amended or superseded filing) or in the case of registration statements, on the date of effectiveness thereof, each HA Purchaser Parent SEC Report did not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. HA Purchaser Parent is, and since June 30, 2024 has been, in compliance in all material respects with the applicable provisions and requirements of the Securities Act, the Exchange Act, the Sarbanes-Oxley Act and the listing standards and rules of The Nasdaq Global Market. Since the filing date of HA Purchaser Parent's most recent Form 10-K or Form 10-Q, no events, facts or circumstances have occurred such that management would not be able to complete its assessment of the effectiveness of HA Purchaser Parent's internal control over financial reporting in compliance with the requirements of Section 404 of the Sarbanes-Oxley Act when next due, and conclude, after such assessment, that such system was effective. There are no outstanding or unresolved comments received from the SEC with respect to the HA Purchaser Parent SEC Reports or any registration statement filed by HA Purchaser Parent and to the knowledge of HA Purchaser Parent, none of the HA Purchaser Parent SEC Reports is the subject of ongoing SEC review or investigation. No Subsidiary of HA Purchaser Parent is, or since June 30, 2024 has been, required to file any forms, reports or documents with the SEC that have not otherwise been filed.

(b) The consolidated financial statements (including any related notes and schedules) of HA Purchaser Parent and its Subsidiaries filed with the HA Purchaser Parent SEC Reports (i) complied, as of their respective dates of filing with the SEC, in all material respects with the published rules and regulations of the SEC with respect thereto during the periods and at the dates indicated (except as may be indicated in the notes thereto or as otherwise permitted by Form 10-Q with respect to any financial statements filed on Form 10-Q); (ii) were prepared in accordance with GAAP (except as may be indicated in the notes thereto or as otherwise permitted by Form 10-Q with respect to any financial statements filed on Form 10-Q) applied on a consistent basis during the periods involved; and (iii) fairly present, in all material respects, the consolidated financial position and consolidated results of operations and cash flows of HA Purchaser Parent and its consolidated Subsidiaries as of the dates thereof or for the periods then ended (subject, in the case of the unaudited financial statements, to normal and recurring year-end adjustments described therein). None of HA Purchaser Parent or its Subsidiaries is a party to, or has any obligation or other commitment to become a party to, any "off balance sheet arrangement" (as defined in Item 303(a) of Regulation S-K promulgated by the SEC) that has not been so described in the HA Purchaser Parent SEC Reports.

(c) HA Purchaser Parent has established and maintains "disclosure controls and procedures" and "internal control over financial reporting" (in each case as defined pursuant to Rule 13a-15 and Rule 15d-15 promulgated under the Exchange Act). HA Purchaser Parent's disclosure controls and procedures are designed to ensure that (i) all material information required to be disclosed by HA Purchaser Parent in the reports and other documents that it files or furnishes pursuant to the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC; and (ii) such material information is accumulated and made known to the Chief Executive Officer and Chief Financial Officer of HA Purchaser Parent, as appropriate to allow timely decisions regarding required disclosure and to make the certifications required under the Exchange Act and Sections 302 and 906 of the Sarbanes-Oxley Act. Since June 30, 2024, the principal executive officer and principal financial officer of HA Purchaser Parent have made all certifications required by Rules 13a-14 and 15d-14 under the Exchange Act and Sections 302 and 906 of the Sarbanes-Oxley Act, and the statements contained in any such certifications were true, correct and complete as of their filing dates. Neither HA Purchaser Parent nor its principal executive officer or principal financial officer has received notice from any Governmental Body challenging or questioning the accuracy, completeness, form or manner of filing of such certifications.

(d) HA Purchaser Parent has established and maintains a system of internal controls over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that are designed to ensure reasonable assurance regarding the reliability of Purchaser's financial reporting and the preparation of HA Purchaser Parent's financial statements for external purposes in accordance with GAAP. Since June 30, 2024, neither HA Purchaser Parent nor HA Purchaser Parent's independent registered public accounting firm has identified or been made aware of (a) any material weakness in the system of internal control over financial reporting, including the design and operation thereof, used by HA Purchaser Parent and its Subsidiaries that has not been subsequently remediated; (b) any fraud or illegal act that involves HA Purchaser Parent's management or other

employees who have a role in the preparation of financial statements or the internal control over financial reporting utilized by HA Purchaser Parent and its Subsidiaries; or (c) any claim or allegation regarding any of the foregoing and HA Purchaser Parent has disclosed based on its most recent evaluation of HA Purchaser Parent's internal control over financial reporting prior to the date hereof, to HA Purchaser Parent's auditors and the audit committee of HA Purchaser Parent's board of directors, all matters described by the immediately preceding clauses (A) through (C). To the knowledge of HA Purchaser Parent, since June 30, 2024, neither HA Purchaser Parent nor any of its Affiliates has identified or been made aware of any material illegal act or fraud related to the business of HA Purchaser Parent or its Subsidiaries.

(e) Neither HA Purchaser Parent nor any of its Subsidiaries has any Liabilities or obligations of any nature (whether accrued, absolute, contingent, fixed or otherwise) required to be reflected or reserved against on the balance sheet prepared in accordance with GAAP or notes thereto, other than Liabilities or obligations (i) reflected or otherwise adequately reserved against in the consolidated balance sheet (or the notes thereto) of HA Purchaser Parent and its Subsidiaries as of June 30, 2024 or in the consolidated financial statements of HA Purchaser Parent and its Subsidiaries included in HA Purchaser Parent SEC Reports or described in the notes thereto; (ii) arising pursuant to this Agreement or the other Transaction Agreements or incurred in connection with the Transaction or the other transactions contemplated by the Transaction Agreements; (iii) incurred in the ordinary course of business consistent with past practice on or after June 30, 2024; or (iv) that has not had, and would not reasonably be expected to have a Material Adverse Effect.

Section 4.9 No Additional Representations or Warranties. Except for the representations and warranties contained in this Article IV, Sellers are not relying on and will not rely on the accuracy or completeness of any other express or implied representation or warranty with respect to Purchasers or with respect to any other information provided to Sellers by Purchasers and acknowledge that neither Purchaser nor any other Person on behalf of either Purchaser makes on behalf of such Purchaser makes any other express or implied representation or warranty with respect to such Purchaser or with respect to any other information provided to Sellers by Purchasers.

Section 4.10 No Outside Reliance. Notwithstanding anything contained in this Section 4.9 or any other provision of this Agreement to the contrary, each Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that the Express Representations are the sole and exclusive representations, warranties and statements of any kind made to either Purchaser or any member of the Purchaser Group and on which each Purchaser and the Purchaser Group may rely in connection with the Transactions. Each Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that the Acquired Assets are being acquired by Purchasers "as is" and "where is" and with all faults and all other representations, warranties and statements of any kind or nature expressed or implied, whether in written, electronic or oral form, including (a) the completeness or accuracy of, or any omission to state or to disclose, any information (other than solely to the extent expressly set forth in the Express Representations), including in any information presentation, the Dataroom, any projections or in any meetings, calls or correspondence with management of any Seller or any

other Person on behalf of any Seller or any of their respective Affiliates or Advisors, (b) any other statement relating to the historical, current or future businesses, financial condition, results of operations, assets, Liabilities, properties, Contracts, environmental compliance, employee matters, regulatory compliance, business risks and prospects of the Acquired Assets, or any Seller, or the quality, quantity or condition of any Seller's (c) any implied representation of merchantability or fitness for any particular use or purpose, (d) any implied representation regarding the use or operation of the Acquired Assets after the Closing in any manner, and (e) any implied representation regarding the probable success or profitability of the Acquired Assets after the Closing, are, in each case specifically disclaimed by each Seller and that neither Purchaser nor any member of the Purchaser Group has relied on any such representations, warranties or statements. Each Purchaser acknowledges, on its own behalf and on behalf of the Purchaser Group, that it has conducted to its full satisfaction an independent investigation and verification of the business associated with the Acquired Assets, including its results of operations, assets, Liabilities, properties, Contracts, environmental compliance, employee matters, regulatory compliance, business risks and prospects of Sellers, and, in making its determination to proceed with the Transactions, each Purchaser has relied solely on the results of the Purchaser Group's own independent investigation and verification, and has not relied on, is not relying on, and will not rely on, any Seller, the any information presentation, any projections or any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors in the Dataroom or otherwise, in each case, whether written or oral, made or provided by, or as part of, any of the foregoing or any Seller or any of their respective Affiliates or Advisors, or any failure of any of the foregoing to disclose or contain any information, except for the Express Representations (it being understood that each Purchaser and the Purchaser Group have relied only on the Express Representations).

ARTICLE V
COVENANTS AND AGREEMENTS

Section 5.1 **Conduct of Sellers**. Except (a) as required by applicable Law, Order or a Governmental Body, (b) for any limitations or changes on operations as a result of a bankruptcy filing or otherwise imposed by the Bankruptcy Court or the Bankruptcy Code or Sellers' debtor-in-possession financing or use of cash collateral, as the case may be, (c) as expressly contemplated, required or permitted by this Agreement, or (d) to the extent related to an Excluded Asset or an Excluded Liability, during the period from the date of this Agreement until the Closing (or such earlier date and time on which this Agreement is terminated pursuant to Article VII), unless Purchasers otherwise consent in writing (such consent not to be unreasonably withheld, delayed or conditioned), (i) Sellers shall not sell, lease, transfer or assign to any Person, in a single transaction or series of related transactions, any of the Acquired Assets, and (ii) Sellers shall use their commercially reasonable efforts to maintain the Acquired Assets in a manner consistent with past practice, in each case except as would not reasonably be expected to have a material detrimental effect on the Acquired Assets. Except for the foregoing clauses (a), (b), (c) and (d), in furtherance of the foregoing, during the period from the date of this Agreement until the Closing (or such earlier date and time on which this Agreement is terminated pursuant to Article VII), Sellers shall not (i) issue, redeem, purchase, transfer or otherwise acquire, or permit any Target Company to issue, redeem, purchase, transfer or otherwise acquire, any Equity Interests of any Target Company or other equity securities or any securities or obligations convertible into or exchangeable for any Equity Interests of any Target Company, or any option, warrant or

conversion or other right to acquire any Equity Interests of any Target Company, (ii) sell, lease, exchange, license, mortgage, pledge, transfer, assign, voluntarily permit to expire or otherwise subject to any Encumbrance or otherwise dispose of any of the Acquired Interests, or (iii) split, combine or reclassify, or permit any Target Company to split, combine or reclassify, any Equity Interests.

Section 5.2 Bankruptcy Actions.

(a) The Sellers shall seek, on an expedited basis if necessary, entry of the Sale Order, and any other necessary orders by the Bankruptcy Court to consummate the Closing as soon as reasonably practicable following the execution of this Agreement, subject to the terms of the Bidding Procedures Order and Sale Order. Sellers shall consult with Purchasers and their Representatives concerning the Sale Order, any other orders of the Bankruptcy Court relating to the Transaction. Purchasers shall promptly take such actions as are reasonably requested by Sellers to assist in obtaining entry of the Sale Order and a finding of adequate assurance of future performance by Purchasers, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchasers under this Agreement and demonstrating that each Purchaser is a "good faith" purchaser; provided, however, in no event shall Purchasers or Sellers be required to agree to any amendment of this Agreement.

(b) Subject to Section 5.3, from the date hereof until the earlier of (i) the termination of this Agreement in accordance with Article VII and (ii) the Closing Date, the Parties shall use their respective commercially reasonable efforts to obtain entry by the Bankruptcy Court of the Sale Order.

(c) Purchasers shall take actions that are reasonably requested by Sellers to assist in obtaining entry of the Sale Order, including by furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by each Purchaser under this Agreement. Neither Purchaser shall file, join in, or otherwise support in any manner whatsoever any motion or other pleading opposing, impeding, or otherwise hindering the Transaction, unless Sellers have taken action inconsistent with their obligations under this Agreement. In the event the entry of the Sale Order shall be appealed in relation to this Agreement, Sellers and Purchasers shall use their respective commercially reasonable efforts to defend such appeal.

Section 5.3 Alternative Proposals.

(a) Until the entry of the Sale Order, Sellers may, and may cause their respective Affiliates and Representatives, to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, respond to any unsolicited inquiries, proposals or offers submitted by, and enter into any discussions or negotiations regarding any of the foregoing with, any Person (in addition to Purchaser and its Affiliates and Representatives) in connection with or for purposes of pursuing any Alternative Proposal (as defined in the Bidding Procedures Order) in accordance with the Bidding Procedures

Order. In addition, Sellers may supply information relating to the Acquired Assets to any other Person who may be or has expressed interest in being a prospective purchaser under an Alternative Proposal or who proposed to submit an Alternative Proposal.

(b) If an Auction is conducted, and Purchasers are not the Successful Bidder, Purchasers shall, in accordance with and subject to the Bidding Procedures, be required to serve as the back-up bidder if Purchasers are the next highest or otherwise best bidder at the Auction (such party that is the next highest or otherwise best bidder at the Auction, the "Back-Up Bidder") and, if Purchasers are the Back-Up Bidder, Purchasers shall, notwithstanding Section 7.1(h), be required to keep its bid to consummate the Transaction on the terms and conditions set forth in this Agreement (as the same may be improved upon by Purchasers in the Auction) open and irrevocable until the Back-Up Termination Date. Following the Auction, if the Successful Bidder fails to consummate the applicable Alternative Proposal as a result of a breach or failure to perform on the part of such Successful Bidder, then Purchasers, if Purchasers are the Back-Up Bidder, will be deemed to have the new prevailing bid, and Sellers may seek authority to consummate the Transactions on the terms and conditions set forth in this Agreement (as the same may be improved upon by Purchasers in the Auction) with the Back-Up Bidder.

(c) Sellers and Purchasers acknowledge that this Agreement and the sale of the Acquired Assets are subject to higher and better bids and Bankruptcy Court approval. Purchasers acknowledge that Sellers must take reasonable steps to demonstrate that they have sought to obtain the highest or otherwise best price for the Acquired Assets, including giving notice thereof to the creditors of Sellers and other interested parties, providing information about Sellers to prospective bidders, entertaining higher and better offers from such prospective bidders, and, in the event that additional qualified prospective bidders desire to bid for the Acquired Assets, conducting an Auction.

(d) Purchasers shall provide adequate assurance of future performance as required under Section 365 of the Bankruptcy Code for the Assigned Contracts. Purchasers agree that they will take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been a sufficient demonstration of adequate assurance of future performance under the Assigned Contracts, such as furnishing affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court and making Purchasers' Advisors available to testify before the Bankruptcy Court.

(e) Nothing in this Section 5.3 shall prevent Sellers from modifying the bidding procedures as necessary or appropriate to maximize value for Sellers' estate in accordance with Sellers' fiduciary obligations.

Section 5.4 Cure Costs. Subject to entry of the Sale Order and in connection with the assignment and assumption of the Assigned Contracts, Purchasers shall, on or prior to the Closing (or, in the case of any Contract that is to be assigned following the Closing pursuant to Section 1.5(a), on or prior to the date of such assignment), pay the Cure Costs and cure any and all other defaults and breaches under the Assigned Contracts so that such Contracts may be assumed by the applicable Seller and assigned to Purchasers in accordance with the provisions of section 365 of the Bankruptcy Code and this Agreement.

Section 5.5 Sale Order. The Sale Order shall, among other things, (a) approve, pursuant to sections 105, 363 and 365 of the Bankruptcy Code, (i) the execution, delivery and performance by Sellers of this Agreement, (ii) the sale of the Acquired Assets to Purchasers on the terms set forth herein and free and clear of all Encumbrances (other than Encumbrances included in the Assumed Liabilities and Permitted Encumbrances), and (iii) the performance by Sellers of their obligations under this Agreement, (b) authorize and empower Sellers to assume and assign to Purchaser the Assigned Contracts, (c) find that Purchasers are "good faith" buyers within the meaning of section 363(m) of the Bankruptcy Code, find that Purchasers are not successors to any Seller, and grant Purchasers the protections of section 363(m) of the Bankruptcy Code, (d) find that Purchasers shall have no Liability or responsibility for any Liability or other obligation of any Seller arising under or related to the Acquired Assets other than as expressly set forth in this Agreement, including successor or vicarious Liabilities of any kind or character, including any theory of antitrust, environmental, successor, or transferee Liability, labor law, de facto merger, or substantial continuity, (e) find that Purchasers shall have no Liability for any Excluded Liabilities and (f) find that Purchasers have provided adequate assurances (as that term is used in section 365 of the Bankruptcy Code) of future performance in connection with the assumption of the Assigned Contracts.

Section 5.6 Directors' and Officers' Indemnification. Following the Closing until the sixth (6th) anniversary thereof, each Purchaser shall (a) cause the Company to not to amend, repeal or otherwise modify the Company's Governing Documents as in effect at the Closing, in any manner that would adversely affect the rights thereunder of individuals who are or were directors or officers of the Company (the "Indemnified Persons") and (b) cause the Company to honor and pay, the indemnification, advancement of expenses and exculpation provisions of each of the Company's Governing Documents as in effect at the Closing, in any manner; provided that all rights to indemnification in respect of any Action pending or asserted or any claim made within such period shall continue until the disposition of such Action or resolution of such claim. Purchasers shall not cancel or otherwise reduce coverage under any "tail" insurance policies purchased by the Company prior to the Closing; provided that no payments shall be required of the Company or the Purchaser Group with respect to such policies after the Closing. This Section 5.6 is intended to be for the benefit of each of the Indemnified Persons and may be enforced by any such Indemnified Person as if such Indemnified Person were a party to this Agreement. The obligations of Purchaser under this Section 5.6 will not be terminated or modified in such a manner as to adversely affect any Person to whom this Section 5.6 applies without the consent of such affected Person.

Section 5.7 Approval. Sellers' obligations under this Agreement and in connection with the Transaction are subject to entry of and, to the extent entered, the terms of any Orders of the Bankruptcy Court (including entry of the Sale Order). Nothing in this Agreement shall require Sellers or their respective Affiliates to give testimony to or submit a motion to the Bankruptcy Court that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court or its stakeholders.

Section 5.8 Access to Information. Sellers shall use commercially reasonable efforts to, prior to the Closing, provide to Purchasers, through its officers, employees and representatives (including their respective legal Advisors and accountants), reasonable access, during normal business hours, and upon reasonable advance written request, to the books and records, including

work papers, schedules, memoranda, Tax Returns, Tax schedules, Tax rulings, and other documents (for the purpose of examining and copying) relating to the Acquired Assets, the Excluded Assets, the conduct of the Covered Services, the Assumed Liabilities or the Excluded Liabilities with respect to periods or occurrences prior to the Closing Date, and reasonable access, during normal business hours, and upon reasonable advance notice, to employees, officers, Advisors, accountants, offices and properties of Sellers (including for the purpose of better understanding the books and records). The information provided pursuant to this Section 5.8 will be used solely for the purpose of consummating the transactions contemplated hereby, and will be governed by the Confidentiality Agreement. Purchasers will, and will cause their Advisors to, abide by the terms of the Confidentiality Agreement. Sellers make no representation or warranty as to the accuracy of any information, if any, provided pursuant to this Section and Purchasers may not rely on the accuracy of any such information.

Section 5.9 [Reserved].

Section 5.10 Further Assurances. From time to time, as and when requested by any Party and at such requesting Party's expense, any other Party will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions as such requesting Party may reasonably deem necessary or desirable to evidence and effectuate the Transactions.

Section 5.11 Tax Matters.

(a) Any sales, use, purchase, transfer, franchise, deed, fixed asset, stamp, documentary or other similar Taxes and recording charges (including all related interest, penalties, and additions to tax), but excluding, for the avoidance of doubt, withholding Taxes and Taxes imposed on income or capital gain, payable by reason of the sale of the Acquired Assets or the assumption of the Assumed Liabilities under this Agreement not to exceed the capped amount to be agreed between Purchaser and SunPower Corporation prior to the Closing (the "Transfer Taxes") shall be borne and timely paid by Purchasers, and Purchasers shall timely file all Tax Returns related to any Transfer Taxes; provided Sellers will join in the execution of any such Tax Returns and other documentation if required by applicable Law.

(b) For U.S. federal and applicable state and local income tax purposes, the Purchase Price (and all other relevant items treated as consideration for the Acquired Assets for U.S. federal income tax purposes) shall be allocated to the Acquired Assets (the "Asset Amount"). The Asset Amount shall be allocated consistent with the methodology set forth in Sections 751, 755 and 1060 of the Tax Code, as applicable. Purchaser shall prepare a statement setting forth such allocation of the Asset Amount (the "Purchase Price Allocation Statement"). Purchaser shall deliver the Purchase Price Allocation Statement to SunPower Corporation on behalf of Sellers within 45 days after the Closing Date. SunPower Corporation shall have thirty days after receipt of the Purchase Price Allocation Statement within which to review the Purchase Price Allocation Statement. If SunPower Corporation does not object in writing to the Purchase Price Allocation Statement during such 30 day period, the Purchase Price Allocation Statement shall set forth the final allocation of the Asset Amount for all Tax purposes (the "Purchase Price Allocation"). If SunPower

Corporation objects in writing, Purchasers and SunPower Corporation shall attempt in good faith to resolve such objections within 15 days thereafter, but if SunPower Corporation and Purchasers are unable to resolve such objections within such fifteen days, then any remaining items in dispute shall be resolved by a mutually agreeable accounting firm. Once the Purchase Price Allocation is finalized in accordance with the above procedures, the Purchase Price Allocation shall be binding upon the parties hereto for all Tax purposes unless otherwise required by applicable Law. The parties hereto shall report for Tax purposes, act for Tax purposes, and file Tax Returns, in all respects consistent with the Purchase Price Allocation.

(c) Purchasers shall not make any election under Tax Code Section 338 or Tax Code Section 336 (or any similar provision under state, local or non-U.S. Law) with respect to the purchase of the Acquired Assets.

(d) Without the prior written consent of Seller, Purchasers shall not, and, following the Closing, shall cause its Affiliates not to, (a) approach a Governmental Body with respect to any Taxes with respect to the Acquired Assets for any Pre-Closing Tax Period (including the entrance into any voluntary disclosure or other similar agreement with any Governmental Body), (b) amend, file or re-file any Tax Return with respect to the Acquired Assets for a Pre-Closing Tax Period, (c) agree to waive or extend the statute of limitations relating to any Taxes with respect to the Acquired Assets for any Pre-Closing Tax Period, or (d) make, revoke or change any tax election with respect to the Acquired Assets with respect to, or that has a retroactive effect to, any Pre-Closing Tax Period, in each case, if any such action would reasonably be expected to impact a Consolidated Tax Return.

(e) Notwithstanding any other provision in this Agreement to the contrary, Seller shall have the exclusive right to control in all respects, and neither Purchaser nor any of its Affiliates shall be entitled to participate in the preparation or filing of, or any dispute, audit, or other proceeding of any kind, with respect to any Consolidated Tax Return.

(f) In the case of any Straddle Period, for all applicable purposes of this Agreement, the amount of any Taxes based on or measured by income, gross or net sales, receipts, transactions, proceeds, profits, payroll or similar items for the Pre-Closing Tax Period of such Straddle Period shall be determined based on an interim closing of the books as of the end of the day on the Closing Date and the amount of other Taxes for a Straddle Period that relates to the Pre-Closing Tax Period shall be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction, the numerator of which is the number of days in the taxable period ending on the Closing Date and the denominator of which is the number of days in such Straddle Period; provided that exemptions, allowances or deductions that are calculated on an annual basis (including depreciation and amortization deductions), other than with respect to property placed in service after the Closing Date, shall be allocated on a per diem basis.

(g) Purchaser and Seller shall cooperate fully with each other, as and to the extent reasonably requested by the other Party, in connection with tax matters related to the Acquired Assets for a Pre-Closing Tax Period, including the preparation, filing and

execution of Tax Returns, and any audit, litigation or other proceeding with respect to Taxes. Such cooperation shall include the retention and (upon the other Party's reasonable request) the provision of records and information that are reasonably relevant to any such audit, litigation or other proceeding during normal business hours and making employees available (as reasonably requested) on a mutually convenient basis to provide additional information and explanation of any materials provided hereunder. Notwithstanding anything in this agreement to the contrary, in no event will Purchaser or any Affiliate of Purchaser have any rights with respect to (including the preparation thereof) or access to any Tax Return (including a Consolidated Tax Return) or other Tax information or workpapers of Seller and its Affiliates that do not relate exclusively to an Acquired Asset; provided, that Seller shall use commercially reasonable efforts (at Purchaser's cost) to provide any information reflected in such Tax Returns or other materials that is reasonably relevant to the Acquired Assets and reasonably requested by Purchasers.

ARTICLE VI
CONDITIONS TO CLOSING

Section 6.1 Conditions Precedent to the Obligations of Purchasers and Sellers. The respective obligations of each Party to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by Sellers and each Purchaser) on or prior to the Closing Date, of each of the following conditions:

(a) no court of competent jurisdiction shall have issued, enacted, entered, promulgated or enforced any Order (including any temporary restraining Order or preliminary or permanent injunction) restraining, enjoining or otherwise prohibiting the Transactions that is still in effect; and

(b) the Bankruptcy Court shall have entered the Sale Order and the Sale Order shall not have been stayed, reversed, or modified in a manner not reasonably acceptable to the Parties.

Section 6.2 Conditions Precedent to the Obligations of Purchasers. The obligations of Purchaser to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by each Purchaser in its sole discretion), at the Closing, of each of the following conditions:

(a) (i) the representations and warranties made by Sellers in Article III (in each case, other than the Fundamental Representations) shall be true and correct in all respects as of the Closing Date as though made on and as of the Closing Date, except (A) that representations and warranties that are made as of a specified date need be true and correct only as of such date and (B) to the extent the failure of such representations and warranties to be true and correct as of such dates has not had a Material Adverse Effect and (ii) the representations and warranties set forth in Section 3.1, Section 3.2 and Section 3.14 (collectively, the "Fundamental Representations") shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date, except that

such Fundamental Representations that are made as of a specified date need be true and correct in all material respects only as of such date;

(b) No Seller shall have breached in a manner that is material with respect to the Transactions, taken as a whole, the covenants required to be performed or complied with by such Seller under this Agreement on or prior to Closing without curing such breach prior to the Closing Date; and

(c) Sellers shall have delivered, or caused to be delivered, to Purchasers all of the items set forth in Section 2.4.

Section 6.3 Conditions Precedent to the Obligations of Sellers. The obligations of Sellers to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by Sellers in their sole discretion), at the Closing, of each of the following conditions:

(a) the representations and warranties made by Purchaser in Article IV shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date, except that representations and warranties that are made as of a specified date need be true and correct in all material respects only as of such date;

(b) Purchasers shall not have breached in a manner that is material with respect to the Transactions, taken as a whole, the covenants required to be performed or complied with by it under this Agreement on or prior to the Closing Date without curing such breach prior to the Closing Date; and

(c) Purchasers shall have delivered, or caused to be delivered, to Sellers all of the items set forth in Section 2.5.

Section 6.4 Waiver of Conditions. Upon the occurrence of the Closing, any condition set forth in this Article VI that was not satisfied as of the Closing will be deemed to have been waived for all purposes by the Party having the benefit of such condition as of and after the Closing. None of Purchaser or Sellers may rely on the failure of any condition set forth in this Article VI, as applicable, to be satisfied if such failure was caused by such Party's failure to perform any of its obligations under this Agreement, including its obligation to use its reasonable best efforts to consummate the Transactions as required under this Agreement.

ARTICLE VII
TERMINATION

Section 7.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing only in accordance with this Section 7.1, and in no other matter:

(a) by the mutual written consent of Sellers and Purchasers;

(b) by written notice of either Purchasers or Sellers, upon the issuance of an Order by a court of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Closing or declaring unlawful the Transactions, and such Order

having become final, binding and non-appealable; provided that no Party may terminate this Agreement under this Section 7.1(b) if the issuance of such Order was caused by such Party's failure to perform any of its obligations under this Agreement;

(c) by written notice of either Purchasers or Sellers, if the Closing shall not have occurred on or before October 15, 2024 (the "Outside Date"); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section 7.1(c) if the failure of the Closing to have occurred by the Outside Date was caused by such Party's failure to perform any of its obligations under this Agreement; provided further that Sellers may extend the Outside Date up to an additional 60 days to the extent necessary to satisfy the conditions set forth in Section 6.1 so long as the other conditions in Article VI (other than conditions that by their nature are to be satisfied at the Closing) have been satisfied or waived;

(d) by written notice from Sellers to Purchasers, upon a breach of any covenant or agreement on the part of either Purchaser, or if any representation or warranty of either Purchaser will have become untrue, in each case, such that the conditions set forth in Section 6.3(a) or Section 6.3(b) would not be satisfied, including a breach of either Purchaser's obligation to consummate the Closing; provided that (i) if such breach is curable by Purchasers, then Sellers may not terminate this Agreement under this Section 7.1(d) unless such breach has not been cured by the date which that the earlier of (A) two Business Days prior to the Outside Date and (B) 360 days after Sellers notify Purchasers of such breach and (ii) the right to terminate this Agreement pursuant to this Section 7.1(d) will not be available to Sellers at any time that Sellers are in material breach of, any covenant, representation or warranty hereunder;

(e) by written notice from Purchasers to Sellers, upon a breach of any covenant or agreement on the part of Sellers, or if any representation or warranty of Sellers will have become untrue, in each case, such that the conditions set forth in Section 6.2(a) or Section 6.2(b) would not be satisfied; provided that (i) if such breach is curable by Sellers then Purchaser may not terminate this Agreement under this Section 7.1(e) unless such breach has not been cured by the date which is the earlier of (A) two Business Days prior to the Outside Date and (B) 360 days after Purchasers notifies Sellers of such breach and (ii) the right to terminate this Agreement pursuant to this Section 7.1(e) will not be available to Purchasers at any time that Purchasers are in material breach of, any covenant, representation or warranty hereunder;

(f) by written notice from Sellers to Purchasers, if all of the conditions set forth in Section 6.1 and Section 6.2 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) or waived and Purchasers fail to complete the Closing at the time required by Section 2.3;

(g) by written notice from Sellers to Purchasers, if SunPower Corporation or the board of directors (or similar governing body) of SunPower Corporation determines that proceeding with the Transactions or failing to terminate this Agreement would be inconsistent with its fiduciary duties;

(h) by written notice of either Purchasers or Sellers, if (i) any Seller enters into one or more Alternate Proposals with one or more Persons other than Purchasers or the Successful Bidder or the Back-Up Bidder at the Auction, (ii) the Bankruptcy Court approves an Alternate Proposal other than with the Successful Bidder or the Back-Up Bidder, or (iii) Sellers consummate an Alternate Proposal with the Successful Bidder; or

(i) by either Purchasers or Sellers, if, following the Sale Hearing, the Purchasers are not the Successful Bidder or the Back-Up Bidder at the Auction;

(j) by the Purchasers, (i) if the Bidding Procedures Order is voided, reversed or vacated or is subject to a stay or (ii) following entry by the Bankruptcy Court of the Sale Order, the Sale Order is voided, reversed or vacated or is subject to a stay.

Section 7.2 Effect of Termination. In the event of termination of this Agreement pursuant to Section 7.1, this Agreement shall forthwith become null and void and no Party or any of its partners, officers, directors, managers or equityholders will have any Liability under this Agreement; provided that this Section 7.2 and Article VIII shall survive any such termination; provided further that no termination will relieve Purchasers from any Liability for damages, losses, costs or expenses resulting from any Willful Breach of this Agreement prior to the date of such termination (which, for the avoidance of doubt, will be deemed to include any failure by Purchasers to consummate the Closing if and when it is obligated to do so hereunder).

ARTICLE VIII
MISCELLANEOUS

Section 8.1 Non-Survival of Representations and Warranties and Certain Covenants; Certain Waivers. Each of the representations and warranties and the covenants and agreements (to the extent such covenant or agreement contemplates or requires performance by such Party prior to the Closing) of the Parties set forth in this Agreement or in any other document contemplated hereby will terminate effective immediately as of the Closing such that no claim for breach of any such representation, warranty, covenant or agreement, detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought with respect thereto after the Closing. Each covenant and agreement that explicitly contemplates performance after the Closing, will, in each case and to such extent, expressly survive the Closing in accordance with its terms (such term to survive the applicable statute of limitations for any Tax covenant), and if no term is specified, then for five (5) years following the Closing Date.

Section 8.2 Expenses. [2]All fees, costs and expenses (including fees, costs and expenses of Advisors) incurred in connection with the negotiation of this Agreement and the other agreements contemplated hereby, the performance of this Agreement and the other agreements contemplated hereby and the consummation of the Transactions will be paid by the Party incurring such fees, costs and expenses.

Section 8.3 Notices. Except as otherwise expressly provided herein, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (a) when personally

[2] Deletion is intended as clean-up because there are no other applicable provisions in the APA.

delivered, (b) when transmitted by electronic mail (having obtained electronic delivery confirmation thereof), if delivered by 5:00 P.M. local time of the recipient on a Business Day and otherwise on the following Business Day, (c) the day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, to the respective Party at the number, electronic mail address or street address, as applicable, set forth below, or at such other number, electronic mail address or street address as such Party may specify by written notice to the other Party.

Notices to Purchasers:

c/o GF SunStrong Capital, LLC
150 California Street, Suite 1000
San Francisco, CA 94111
Attention: Manager
Email: notice@goodfinch.com

c/o HA SunStrong Capital LLC
One Park Place, Suite 200
Annapolis, MD 21401
Attention: Legal Department
Email: LegalDepartment@HASI.com

with a copies to (which shall not constitute notice):

Norton Rose Fulbright US LLP
1301 Avenue of the Americas
New York, New York 10019
Attention: Andrew Coronios, Christy Rivera, Eric Daucher
Email: andrew.coronios@nortonrosefulbright.com;
christy.rivera@nortonrosefulbright.com;
eric.daucher@nortonrosefulbright.com

Orrick, Herrington & Sutcliffe LLP
The Orrick Building
405 Howard Street
San Francisco, CA 94105-2669
Attention: Victor Hanna; Lorraine McGowen
Email: vhanna@orrick.com; lmcgowen@orrick.com

Notices to Sellers:

Chief Transformation Officer
c/o Alvarez & Marsal North America, LLC
6060 Center Drive, Suite 950
Los Angeles, CA 90045
Attention: Matthew Henry
Email: mhenry@alvarezandmarsal.com

with copies to (which shall not constitute notice):

Kirkland & Ellis LLP
609 Main Street
Houston, TX 77002
Attention: Adam D. Larson, P.C.; Claire Campbell, P.C.
Email: adam.larson@kirkland.com; claire.campbell@kirkland.com

Section 8.4 Binding Effect; Assignment.

(a) This Agreement shall be binding upon Purchasers and, subject to the terms of the Bidding Procedures Order (with respect to the matters covered thereby) and the entry and terms of the Sale Order, Sellers, and shall inure to the benefit of and be so binding on the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Chapter 11 Cases or any successor Chapter 7 cases; provided that neither this Agreement nor any of the rights or obligations hereunder may be assigned or delegated without the prior written consent of Purchasers and Sellers, and any attempted assignment or delegation without such prior written consent shall be null and void.

Section 8.5 Amendment and Waiver. Any provision of this Agreement or the Schedules or exhibits hereto may be (a) amended only in a writing signed by Purchaser and Sellers or (b) waived only in a writing executed by the Party against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

Section 8.6 Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any Person other than (i) for purposes of Section 8.7, the Non-Recourse Persons (as defined below) and (ii) the Parties hereto and such permitted assigns, any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

Section 8.7 Non-Recourse. This Agreement may only be enforced against, and any Action based upon, arising out of or related to this Agreement may only be brought against, the Persons that are expressly named as parties to this Agreement. Except to the extent named as a party to this Agreement, and then only to the extent of the specific obligations of such parties set forth in this Agreement, no past, present or future shareholder, member, partner, manager, director, officer, employee, Affiliate, agent or Advisor of any Party (each, a "Non-Recourse Person") will have any Liability (whether in contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements or other obligations or Liabilities of any of the parties to this Agreement or for any Agreement Dispute (as defined below) and (ii) in no event shall any Party have any shared or vicarious liability, or otherwise be the subject of legal or equitable claims, for the actions, omissions or fraud (including through equitable claims (such as unjust enrichment) not requiring proof of wrongdoing committed by the subject of such claims) of any other Person, and each of such Persons are intended third party beneficiaries of this Section 8.7 and shall be entitled to enforce this Section 8.7 as if a party directly hereto.

Section 8.8 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law in any jurisdiction, such provision will be ineffective only to the extent of such prohibition or invalidity in such jurisdiction, without invalidating the remainder of such provision or the remaining provisions of this Agreement or in any other jurisdiction.

Section 8.9 Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Person.

Section 8.10 Complete Agreement. This Agreement, together with the Confidentiality Agreement and any other agreements expressly referred to herein or therein, contains the entire agreement of the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the Transactions and supersedes all prior agreements among the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the Transactions. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, the terms and provisions of the execution version of this Agreement will control and prior drafts of this Agreement and the documents referenced herein will not be considered or analyzed for any purpose (including in support of parol evidence proffered by any Person in connection with this Agreement), will be deemed not to provide any evidence as to the meaning of the provisions hereof or the intent of the Parties with respect hereto and will be deemed joint work product of the Parties.

Section 8.11 Specific Performance. The Parties agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if any of the Parties fails to take any action required of it hereunder to consummate the Transactions. It is accordingly agreed that (a) the Parties will be entitled to an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts described in Section 8.12 without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific performance and other equitable relief is an integral part of the Transactions and without that right, neither Sellers nor Purchaser would have entered into this Agreement. The Parties acknowledge and agree that any Party pursuing an injunction or injunctions or other Order to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 8.11 will not be required to provide any bond or other security in connection with any such Order. The remedies available to Sellers pursuant to this Section 8.11 will be in addition to any other remedy to which they were entitled at law or in equity, and the election to pursue an injunction or specific performance will not restrict, impair or otherwise limit Sellers from seeking to collect or collecting damages. If, prior to the Outside Date, any Party brings any action, in each case in accordance with Section 8.12, to enforce specifically the performance of the terms and provisions hereof by any other Party, the Outside Date will automatically be extended (i) for the period during which such action is pending, plus ten (10) Business Days or (ii) by such other time period established by the court presiding over such action, as the case may be. In no event will this Section 8.11 be used, alone or together with any

other provision of this Agreement, to require Sellers to remedy any breach of any representation or warranty made by Sellers herein.

Section 8.12 Jurisdiction and Exclusive Venue. Each of the Parties irrevocably agrees that any Action of any kind whatsoever, including a counterclaim, cross-claim, or defense, regardless of the legal theory under which any Liability or obligation may be sought to be imposed, whether sounding in contract or in tort or under statute, or whether at law or in equity, or otherwise under any legal or equitable theory, that may be based upon, arising out of, or related to this Agreement or the negotiation, execution, or performance of this Agreement or the Transactions and any questions concerning the construction, interpretation, validity and enforceability of this Agreement (each, an "Agreement Dispute") brought by any other Party or its successors or assigns will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) if the Bankruptcy Court is unwilling or unable to hear such Action, in the Court of Chancery of the State of Delaware (or if such court lacks jurisdiction, any other state or federal court sitting in the State of Delaware) (the "Chosen Courts"), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any Agreement Dispute. Each of the Parties agrees not to commence any Agreement Dispute except in the Chosen Courts, other than Actions in any court of competent jurisdiction to enforce any Order, decree or award rendered by any Chosen Courts, and no Party will file a motion to dismiss any Agreement Dispute filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. The Parties irrevocably agree that venue would be proper in any of the Chosen Court, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of any Agreement Dispute. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 8.3. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

Section 8.13 Governing Law; Waiver of Jury Trial.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement and any Agreement Dispute will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY AGREEMENT DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY AGREEMENT DISPUTE. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH AGREEMENT DISPUTE WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH

PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY AGREEMENT DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.13(B).

Section 8.14 No Right of Set-Off. Each Purchaser, on its own behalf and on behalf the Purchaser Group and its and their respective successors and permitted assigns, hereby waives any rights of set-off, netting, offset, recoupment or similar rights that such Purchaser, any member of the Purchaser Group or any of its or their respective successors and permitted assigns has or may have with respect to the payment of the Purchase Price or any other payments to be made by such Purchaser pursuant to this Agreement or any other document or instrument delivered by such Purchaser in connection herewith.

Section 8.15 Counterparts and PDF. This Agreement and any other agreements referred to herein or therein, and any amendments hereto or thereto, may be executed in multiple counterparts, any one of which need not contain the signature of more than one party hereto or thereto, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a .PDF or other electronic transmission, will be treated in all manner and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. No party hereto or to any such Contract will raise the use of a .PDF or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of PDF or other electronic transmission as a defense to the formation of a Contract and each such party forever waives any such defense.

Section 8.16 Publicity. Neither Sellers nor Purchasers shall issue any press release or public announcement concerning this Agreement or the Transactions without obtaining the prior written approval of the other Party, which approval will not be unreasonably conditioned, withheld or delayed, unless, in the reasonable judgment of Purchasers or Sellers, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement or by the applicable rules of any stock exchange on which Purchaser or Sellers (or their respective Affiliates) lists securities; provided that the Party intending to make such release shall use its reasonable efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other Party with respect to the text thereof. The Sellers and Purchasers shall use reasonable efforts to resolve any objections to any press release or public announcement within twenty-four (24) hours after the request.

Section 8.17 Bulk Sales Laws. The Parties intend that pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any Encumbrances in the Acquired Assets including any Encumbrances or claims arising out of the bulk transfer laws except Permitted Encumbrances, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with the "bulk sales," "bulk transfers" or similar Laws and all other similar Laws in all applicable jurisdictions in respect of the Transactions.

Section 8.18 Fiduciary Obligations. Nothing in this Agreement, or any document related to the Transactions, will require any Seller or any of its managers, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations or applicable Law. For the avoidance of doubt, Sellers retain the right to pursue any transaction or restructuring strategy that, in Sellers' business judgment, will maximize the value of its estates.

Section 8.19 Sellers' Representative. Each Party agrees that SunPower Corporation has the power and authority to unilaterally act on behalf of all or any of the Sellers for the purposes specified under this Agreement. Such power will include the power to make all decisions, actions, consents and determinations on behalf of the Sellers, including to make any waiver of any closing condition or agree to any amendment to this Agreement. No Seller shall have any right to object, dissent, protest or otherwise contest the same. Purchasers shall be entitled to rely on any action or omission taken by SunPower Corporation on behalf of the Sellers.

Section 8.20 Schedules.

(a) The Schedules have been arranged for purposes of convenience in separately numbered Sections corresponding to the Sections of this Agreement; provided that each Section of the Schedules will be deemed to incorporate by reference all information disclosed in any other Section of the Schedules, and any disclosure in the Schedules will be deemed a disclosure against any representation or warranty set forth in this Agreement. Capitalized terms used in the Schedules and not otherwise defined therein have the meanings given to them in this Agreement. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, the Schedules or the attached exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course, and no Party will use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement, the Schedules or exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or included in this Agreement, the Schedules or exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course. In addition, matters reflected in the Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. No information set forth in the Schedules will be deemed to broaden in any way the scope of the Parties' representations and warranties. Any description of any agreement, document, instrument, plan, arrangement or other item set forth on any Schedule is qualified in its entirety by the terms of such agreement, document, instrument, plan, arrangement, or item which terms will be deemed disclosed for all purposes of this Agreement. The information contained in this Agreement, in the Schedules and exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein will be deemed to be an admission by any Party to any third party of any matter whatsoever, including any violation of Law or breach of Contract.

(b) The Sellers shall deliver to Purchasers a true and correct copy of the Schedules no later than September 17, 2024. From time to time prior to the Closing, Sellers may supplement or amend any of the Schedules (each a "Schedule Supplement"). Any disclosure in any such Schedule Supplement shall not be deemed to give rise to any Purchaser termination rights pursuant to Article VII.

ARTICLE IX
ADDITIONAL DEFINITIONS AND INTERPRETIVE MATTERS

Section 9.1 Certain Definitions.

(a) "Accounts Receivable" means, (A) the trade accounts receivable, and other rights to payment, of Sellers and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of goods shipped or products sold or services rendered by Sellers, (B) the other accounts or notes receivable of Sellers and the full benefit of all security for such accounts or notes, and (C) any claim, cause of action, remedy or other right related to any of the foregoing.

(b) "Acquired Assets" means the HA Acquired Assets, the GF Acquired Assets and the Joint Acquired Assets.

(c) "Acquired Interests" means the SunStrong Interests, the Devco Interests and the Solar Sail Interests.

(d) "Action" means any action, suit, litigation, arbitration, mediation, audit, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding) or prosecution of any kind whatsoever whether sounding in contract or tort, or whether at law or in equity, or otherwise under any legal or equitable theory, commenced, brought, conducted or heard by or before any Governmental Body.

(e) "Advisors" means, with respect to any Person as of any relevant time, any directors, officers, employees, investment bankers, financial advisors, accountants, agents, attorneys, consultants, or other representatives of such Person.

(f) "Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management, affairs and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

(g) "Agreement" shall have the meaning set forth in the Preamble.

(h) "Agreement Dispute" shall have the meaning set forth in Section 8.12.

(i) "Alternate Proposal" shall have the meaning set forth in the Bidding Procedures Order.

(j) "Asset Amount" shall have the meaning set forth in Section 5.11(b).

(k) "Assumed Liabilities" shall have the meaning set forth in Section 1.3.

(l) "Auction" shall have the meaning ascribed to it in the Bidding Procedures.

(m) "Back-Up Bidder" shall have the meaning set forth in Section 5.3(b).

(n) "Back-Up Termination Date" means sixty (60) days following the date of entry of the Sale Order.

(o) "Bankruptcy Code" shall have the meaning set forth in the Recitals.

(p) "Bankruptcy Court" shall have the meaning set forth in the Recitals.

(q) "Bidding Procedures" means the bidding procedures approved by the Bankruptcy Court pursuant to the Bidding Procedures Order, (i) in the form attached hereto as Exhibit B and, in any case, (ii) in form and substance satisfactory to Purchasers in its reasonable discretion; it being understood that Bidding Procedures in substantially the form of Exhibit B will be deemed satisfactory to Purchasers.

(r) "Bidding Procedures Order" means the Order (I)(A) Approving Bidding Procedures for the Sale or Sales of the Debtors' Assets; (B) Authorizing the Debtors to Enter into Stalking Horse Purchase Agreement with Bid Protections for Blue Raven and Other Assets; (C) Scheduling Auctions and Approving the Form and Manner of Notice Thereof; (D) Approving Assumption and Assignment Procedures; (E) Scheduling Sale Hearings and Approving the Form and Manner of Notice Thereof; (ii) (x) Approving the Sale of the Debtors' Assets Free and Clear of Encumbrances, Claims, Interests and Encumbrances and (y) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (iii) Granting Related Relief, entered by the Bankruptcy Court on August 29, 2024 as docket number 290.

(s) "Business Day" means any day other than a Saturday, Sunday or other day on which banks in San Francisco, California are authorized or required by Law to be closed.

(t) "Cash Consideration" shall have the meaning set forth in Section 2.1.

(u) "Chapter 11 Cases" shall have the meaning set forth in the Recitals.

(v) "Chosen Courts" shall have the meaning set forth in Section 8.12.

(w) "Closing" shall have the meaning set forth in Section 2.3.

(x) "Closing Date" shall have the meaning set forth in Section 2.3.

(y) "Company Benefit Plans" means any "employee benefit plan" (as defined under Section 3(3) of ERISA, whether or not subject to ERISA) or any agreement, plan, or

practice providing for compensation, employee benefits, severance pay or benefits, change in control payments, equity awards, fringe benefits, or other remuneration or benefit of any kind, whether written or unwritten, funded or unfunded, for the benefit of any employee, contractor, advisor or other service provider of the Sellers or the Target Companies that is sponsored, maintained, contributed to or required to be contributed to by any Seller or pursuant to which any Seller has any liability (contingent or otherwise).

(z) "Confidentiality Agreement" means, collectively, (i) that certain Nondisclosure Agreement, dated as of June 14, 2024, by and between GoodFinch Management, LLC and SunPower Corporation and (ii) that certain Confidentiality Agreement, dated as of August 23, 2024, by and among Hannon Armstrong Capital, LLC and SunPower Corporation.

(aa) "Consolidated Tax Return" means any Tax Return of the Seller Tax Group with respect to any U.S. federal, state or local or non-U.S. Taxes (including income Taxes) that are paid on an affiliated, consolidated, combined, unitary or similar group basis.

(bb) "Contract" means any written contract, indenture, note, bond, lease, sublease, mortgage, agreement, guarantee, or other agreement that is binding upon a Person or its property, in each case, other than a purchase order, service order, or sales order.

(cc) "Covered Services" means any and all maintenance or monitoring services performed by or on behalf of any Seller with respect to any Covered Systems, including (i) services to all lease and power purchase agreement customers under the existing maintenance services agreements pursuant to which Sellers provide certain operating and maintenance services to those subsidiaries of SunStrong Capital who own PV and storage systems (each, an "Owner") and (ii) the existing lease, power purchase agreement and loan services agreements, pursuant to which SunStrong Capital provides certain lease, power purchase agreement and loan services to the Owners.

(dd) "Covered Systems" means any and all systems that utilize a Seller's monitoring platform and are either (i) owned by a Seller that leases such system or sells the electricity generated therefrom to an individual residential host customer or (ii) owned by an individual homeowner that purchased such system from a Seller.

(ee) "Dataroom" shall have the meaning set forth in Section 3.15.

(ff) "Deposit" shall have the meaning set forth in Section 2.2(a).

(gg) "Devco Interests" shall have the meaning set forth in Section 1.1(b).

(hh) "Encumbrances" means any lien (as defined in section 101(37) of the Bankruptcy Code), encumbrance, claim (as defined in section 101(5) of the Bankruptcy Code), charge, mortgage, deed of trust, encumbrance, lien, pledge, option to purchase or lease, right of first offer or refusal, conditional sale or other title retention agreement or lease in the nature thereof, preemptive right (whether statutory or contractual), adverse claim (as defined in section 8-102(a)(1) of the Uniform Commercial Code), any subordination arrangement in favor of another Person, security interest or agreement,

easement or similar encumbrance, other than restrictions on transfer arising under applicable securities Laws, leases and licenses granted in the Ordinary Course, and any encroachment, defect in title, or right of way, including any agreement to give any of the foregoing in the future, in each case, that is not eliminated as of the Closing.

(ii) "Enforceability Exceptions" shall have the meaning set forth in Section 3.2(c).

(jj) "Environmental Laws" means all Laws relating in any way to pollution or protection of the environment (including, without limitation, ambient air, vapor, surface water, ground water, land surface or subsurface strata), management, use, preservation or reclamation of natural resources, the presence, management or Release or threatened Releases of, or exposure to, hazardous materials, or to human health and safety, including the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136 et seq.), and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.) (but only as such Law relates to or regulates workplace exposures to hazardous materials), each of their state and local counterparts or equivalents, each of their foreign and international equivalents, and any environmental transfer of ownership notification or approval statute, as each has been amended and the regulations promulgated pursuant thereto.

(kk) "Equity Interests" means, with respect to a Person, any membership interests, partnership interests, profits interests, capital stock or other equity securities (including profit participation features or equity appreciation rights, phantom stock rights or other similar rights) or ownership interests of such Person, or any securities (including debt securities or other indebtedness) exercisable or exchangeable for or convertible into, or other rights to acquire, membership interests, partnership interests, capital stock or other equity securities or ownership interests of such Person (or otherwise constituting an investment in such Person).

(ll) "ERISA" means the Employee Retirement Income Security Act of 1974.

(mm) "Escrow Agent" shall have the meaning set forth in Section 2.2(a).

(nn) "Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(oo) "Excluded Assets" shall have the meaning set forth in Section 1.2.

(pp) "Excluded Liabilities" shall have the meaning set forth in Section 1.4.

(qq) "Express Representations" shall have the meaning set forth in Section 3.15.

(rr) "Fundamental Representations" shall have the meaning set forth in Section 6.2(a).

(ss) "Governing Documents" means (a) in the case of a corporation, its certificate of incorporation (or analogous document) and bylaws; (b) in the case of a limited liability company, its certificate of formation (or analogous document) and limited liability company operating agreement; or (c) in the case of a Person other than a corporation or limited liability company, the documents by which such Person (other than an individual) establishes its legal existence or which govern its internal affairs.

(tt) "Governmental Body" means any government, quasi-governmental entity, or other governmental or regulatory body, agency or political subdivision thereof of any nature, whether foreign, federal, state or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator of applicable jurisdiction.

(uu) "HA Purchaser Parent" means HA Sustainable Infrastructure Capital, Inc., a Delaware corporation.

(vv) "HA Purchaser Parent SEC Reports" means all schedules, forms, statements, documents or reports filed or furnished by HA Purchaser Parent with the SEC, as the case may be, together with all exhibits and schedules thereto and all information incorporated therein by reference.

(ww) "IL Incentive Revenue Account" means that certain account set forth on Schedule 1.1.

(xx) "Intellectual Property Assignment Agreement" shall have the meaning set forth in Section 2.4(d).

(yy) "Intellectual Property Rights" means, collectively, all intellectual property rights in any jurisdiction throughout the world, whether registered, unregistered, or registrable, including any and all of the following: (A) inventions, discoveries, improvements, ideas, know-how, methodology, models, algorithms, formulae, systems, processes, technology, whether patentable or not, and all patents, patent applications of any kind, industrial designs, utility models, and like rights, and all applications pertaining to the foregoing, in any jurisdiction, including re-issues, continuations, divisionals, continuations-in-part, re-examinations, renewals and extensions; (B) rights in registered and unregistered trademarks, service marks, trade names, trade dress, logos, packaging design, slogans, product configurations, trade names and other indications of origin, and Internet domain names, and registrations and applications for registration of any of the foregoing and all goodwill associated therewith; (C) copyrights and registrations and applications for registration thereof, and copyrightable works and any other works of authorship in any medium, including applications or registrations in any jurisdiction for the foregoing and all moral rights in the foregoing; (D) trade secret and other rights in any information (including inventions, discoveries and invention disclosures (whether or not patented), formulae, patterns, compilations, programs, devices, methods, strategies,

techniques, or processes), in each case that derives independent economic value, actual or potential, from not being generally known or readily ascertainable by others who can obtain economic value from its disclosure or use; (E) rights in software, including interpreted or compiled source code, object code, development documentation, programming tools, drawings, specifications, metadata and data; (F) data and database rights; (G) domain names, websites and social media accounts and identifiers, including, as applicable, the usernames and passwords associated therewith and all content contained therein; (H) any other intellectual property or proprietary rights of any kind, nature or description; and (I) any tangible embodiments of the foregoing (in whatever form or medium).

(zz) "Interest" means any interest within the meaning of Section 363(f) of the Bankruptcy Code, including any interest of a Governmental Body, and all other interests, pledges, security interests, rights of setoff, restrictions or limitations on use, successor liabilities, conditions, rights of first refusal, options to purchase, obligations to allow participation, agreements or rights, rights asserted in litigation matters, competing rights of possession, obligations to lend, matters filed of record that relate to, evidence or secure an obligation of the Sellers (and all created expenses and charges) of any type under, among other things, any document, instrument, agreement, affidavit, matter filed of record, cause, or state or federal Law, whether known or unknown, legal or equitable, and all liens, rights of offset, replacement liens, adequate protection liens, charges, obligations, or claims granted, allowed or directed in any Decree.

(aaa) "Knowledge of Sellers", or words of like import, means the actual knowledge, as of the date of this Agreement, without independent verification (and in no event encompass constructive, imputed or similar concepts of knowledge) of Matt Henry, none of whom, for the sake of clarity and avoidance of doubt, shall have any personal Liability or obligations regarding such knowledge.

(bbb) "Law" means any federal, state, provincial, local, municipal, foreign or international, multinational or other law, statute, legislation, constitution, principle of common law, ordinance, code, decree, treaty, convention, rule, regulation or Order issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body.

(ccc) "Liability" means, as to any Person, any debt, adverse claim, liability, duty, responsibility, Tax, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution, or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

(ddd) "Material Adverse Effect" means a material adverse effect on the Acquired Assets and Assumed Liabilities, taken as whole; provided that none of the following (or consequences thereof), either alone or in combination, shall constitute, or be taken into account in determining whether or not there has been, a Material Adverse Effect: (i) any matter, event, change, development, occurrence, circumstance or effect (each, an "Effect")

in, arising from or relating to general business or economic conditions affecting the industry in which Sellers operate, including Effects arising from or relating to competition or Ordinary Course matters and other Effects within such industry, new entrants into such industry, new products from other participants in such industry, changes in product pricing due to such competition, changes in market share or financial results due to such competition, and other related changes resulting from such competition; (ii) Effects in, arising from or relating to national or international political or social conditions, including tariffs, riots, protests, the engagement by the United States or other country in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military, cyber or terrorist (whether or not state-sponsored) attack upon the United States or any other country, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, asset, equipment or personnel of the United States or of any other country; (iii) Effects in, arising from or relating to any fire, flood, hurricane, earthquake, tornado, windstorm, other calamity or act of God, global or national health concern, epidemic, pandemic (whether or not declared as such by any Governmental Body), viral outbreak (including "Coronavirus" or "COVID-19" or the worsening thereof) or any quarantine or trade restrictions related thereto or any other *force majeure*; (iv) Effects in, arising from or relating to the decline or rise in price of any currency or any equipment or supplies necessary to or used in the provision of services by Sellers or any of their respective Subsidiaries (including any resulting inability to meet customer demands or fulfill purchase orders and any resulting breaches of Contracts); (v) Effects in, arising from, or relating to financial, banking, or securities markets (including (A) any disruption of any of the foregoing markets, (B) any change in currency exchange rates, (C) any decline or rise in the price of any security, commodity, Contract, or index, and (D) any increased cost, or decreased availability, of capital or pricing or terms related to any financing for the Transactions); (vi) Effects in, arising from or relating to changes in, GAAP or the interpretation thereof; (vii) Effects in, arising from or relating to changes in, Laws or other binding directives or determinations issued or made by or agreements with or consents of any Governmental Body and any increase (or decrease) in the terms or enforcement of (or negotiations or disputes with respect to) any of the foregoing; (viii) Effects in, arising from or relating to (A) the taking of any action permitted or contemplated by this Agreement or at the request of Purchasers or their Affiliates, (B) the failure to take any action if such action is prohibited by this Agreement, (C) Purchasers' failure to consent to any of the actions restricted in Section 5.1 or (D) the negotiation, announcement, or pendency of this Agreement or the Transactions, the identity, nature, or ownership of Purchasers or Purchasers' plans with respect to the Acquired Assets and Assumed Liabilities, including the impact thereof on the relationships, contractual or otherwise, of the business of Sellers or their respective Affiliates with employees, customers, lessors, suppliers, vendors, or other commercial partners or litigation arising from or relating to this Agreement or the Transactions; (ix) Effects in, arising from, or relating to any existing event, occurrence or circumstance that is publicly known or disclosed or with respect to which Purchasers have knowledge as of the date hereof, including any matter set forth in the Schedules; (x) Effects in, arising from or relating to any action required to be taken under any existing Contract to which Sellers or their respective Subsidiaries (or any of their assets or properties) is bound; (xi) Effects that arise from any seasonal fluctuations in the business of Sellers; (xii) any failure, in and of

itself, to achieve any budgets, projections, forecasts, estimates, plans, predictions, performance metrics or operating statistics or the inputs into such items (whether or not shared with Purchasers or their Affiliates or Advisors) and any other failure to win or maintain customers or business; (xiii) the Effect of any action taken by Purchasers or their respective Affiliates with respect to the Transactions or the financing thereof or any breach by Purchasers of this Agreement; (xiv) the matters set forth on the Schedules and any changes or developments in, or Effects or results arising from or relating to, matters set forth on the Schedules; or (xv) (A) the commencement or pendency of the Chapter 11 Cases; (B) any objections in the Bankruptcy Court to (1) this Agreement or any of the Transactions, (2) the Sale Order or the reorganization or liquidation of Sellers or their respective Affiliates, or (3) the assumption or rejection of any assigned contract; or (C) any Order of the Bankruptcy Court or any actions or omissions of Sellers or its Affiliates in compliance therewith; provided that any adverse Effect resulting or arising from any matter described in clauses (i) through (v) may be taken into account in determining whether there has been a Material Adverse Effect to the extent, and only to the extent, that such Effect has had a materially disproportionate adverse effect on Sellers relative to similarly situated participants in the industries and geographic areas in which Sellers operate (in which case only such incremental materially disproportionate adverse effect may be taken into account in determining whether there has been a Material Adverse Effect).

(eee) "Non-Recourse Person" shall have the meaning set forth in Section 8.7.

(fff) "Operating Agreements" means each operating agreement of each Target Company as described in Schedule 1.1.

(ggg) "Order" means any order, injunction, judgment, decree, ruling, writ or arbitration award of a Governmental Body of competent jurisdiction, including any order entered by the Bankruptcy Court in the Chapter 11 Cases (including the Sale Order).

(hhh) "Ordinary Course" means the ordinary and usual course of operations of the business of Sellers with respect to the Acquired Assets, as applicable and taken as a whole, taking into account the contemplation, commencement and pendency of the Chapter 11 Cases and past practice in light of the current pandemic, epidemic or disease outbreak; provided that any action taken, or omitted to be taken, that relates to, or arises out of, any pandemic, epidemic or disease outbreak shall be deemed to be in the Ordinary Course.

(iii) "Organizational Documents" means, with respect to a Person (other than a natural person), the certificate or articles of incorporation, the certificate or articles of organization or formation, bylaws, partnership agreement, limited liability company agreement, operating agreement, stockholders' agreement, trust agreement or similar organizational documents or agreements, as applicable, of such Person, including all amendments thereto.

(jjj) "Outside Date" shall have the meaning set forth in Section 7.1(c).

(kkk) "Party" or "Parties" shall have the meaning set forth in the Preamble.

(lll) "Permit" means any permit, license, franchise, clearance, registration, certificate, approval, qualification, or authorization issued by any Governmental Body or accrediting organization.

(mmm)"Permitted Encumbrances" means any (a) restriction on transfer imposed by applicable securities laws, and (b) restriction arising under any Transaction Agreement or, to the extent waived or complied with on or prior to the Closing or not applicable to the Transactions, any applicable Organizational Documents of the Target Companies.

(nnn) "Person" means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, organization, estate, Governmental Body or other entity or group.

(ooo) "Personal Information" means any information that enables, or could reasonably enable, a Person in possession thereof to identify a natural person or that is otherwise considered personally identifiable information, personal information, personal data or any other similar term under applicable Law.

(ppp) "Pre-Closing Tax Period" means any taxable period (or portion thereof) ending on or prior to the Closing Date and the portion through the end of the Closing Date of any Straddle Period.

(qqq) "Professional Fees Amount" means an amount equal to all fees and expenses incurred and estimated to be incurred on or prior to the Closing Date (regardless of whether such fees and expenses have been approved by the Bankruptcy Court as of the Closing Date) by any professional retained pursuant to Sections 327 and 1103 of the Bankruptcy Code in the Bankruptcy Cases.

(rrr) "Purchase Price" shall have the meaning set forth in Section 2.1.

(sss) "Purchase Price Allocation" shall have the meaning set forth in Section 5.11(b).

(ttt) "Purchase Price Allocation Statement" shall have the meaning set forth in Section 5.11(b).

(uuu) "Purchased Intellectual Property" means all software, Intellectual Property Rights, Computer Systems (excluding the Computer Hardware), and information technology systems and applications, including (x) array maps showing equipment serial numbers of equipment as arranged on site and point-in-time data and the PVS6 gateway and related technology, (y) the items listed on Schedule 9.1(uuu) attached hereto, and (z) any and all other software, Intellectual Property Rights, Computer Systems (excluding the Computer Hardware), and information technology systems and applications that are owned by the Sellers and that, as of the date of this Agreement, are used by or on behalf of Sellers for the conduct and performance of the Covered Services.

(vvv) "Purchased PPAs and Leases" means those power purchase agreements and leases set forth on Schedule 1.1, but excluding any such power purchase agreements and

leases set forth on Schedule 1.1 that (a) are otherwise contemplated to be sold or transferred to a third party, (b) are expected to be sold or transferred to Juniper Dev Partners, LLC or Juniper 1 Residential Solar, LLC, (c) have been prepaid by the applicable host customer or (d) have been executed by the applicable host customer but for which the underlying PV system related thereto has not yet been installed.[3]

(www) "Purchaser" shall have the meaning set forth in the Preamble.

(xxx) "Purchaser Group" means each Purchaser, any Affiliate of either Purchaser and each of their respective former, current or future Affiliates, officers, directors, employees, partners, members, managers, agents, Advisors, successors or permitted assigns.

(yyy) "Release" means any release, spill, emission, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, disposal, dumping, dispersing, leaching or migrating in, into, onto or through the indoor or outdoor environment.

(zzz) "Representatives" of a Person means any officer, director, manager or employee of such Person or any Advisor of such Person.

(aaaa) "Retained Taxes" means any Liability for Taxes (including the payment thereof) (i) attributable to the Acquired Assets for a Pre-Closing Tax Period as determined pursuant to Section 5.11, (ii) of any and all Sellers (or for which any Seller or any of their Affiliates are otherwise liable, including as a transferee, successor, by contract or otherwise pursuant to applicable Law, or arising as a result of being or having been a member of any consolidated, combined, unitary or other group or being or having included or required to be included in any Tax Return related thereto), or (iii) in respect of any Excluded Assets.

(bbbb) "Sale Hearing" shall have the meaning set forth in the Bidding Procedures Order.

(cccc) "Sale Order" means the sale Order or Orders (i) approving this Agreement and the terms and conditions hereof, including pursuant to Sections 363 and 365 of the Bankruptcy Code and (ii) approving and authorizing Sellers to consummate the Transactions, in form and substance acceptable to the Parties.

(dddd) "SEC" means the U.S. Securities and Exchange Commission.

(eeee) "Securities Act" means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

[3] Note to Seller: APA Schedule 1.1 is updated to list specifically those leases, loans and PPAs owned by Debtors and included in the dataroom. The purchase price is based on Purchasers' acquisition of all assets identified on the Schedule. To the extent any PPAs/leases/loans fall out of Schedule 1.1 or are otherwise unable to be purchased by Purchasers (e.g., projects contemplated to be transferred to the Juniper silo), the Purchase Price will be adjusted downward accordingly pursuant to mutual agreement between Purchasers and Sellers.

(ffff) "Securities Encumbrances" means Encumbrances arising out of, under or in connection with (i) applicable federal, state and local securities Laws and (ii) restrictions on transfer, hypothecation or similar actions contained in any Governing Documents.

(gggg) "Seller" and "Sellers" shall have the meaning set forth in the Preamble.

(hhhh) "Seller Tax Group" means any consolidated, combined, unitary or similar Tax group of which Seller or any of its Affiliates is the common parent.

(iiii) "Solar Sail Interests" shall have the meaning set forth in Section 1.1(b).

(jjjj) "Straddle Period" means any taxable period that includes (but does not end on) the Closing Date.

(kkkk) "Subsidiary" means, with respect to any Person, any corporation, partnership, limited liability company or other entity, whether incorporated or unincorporated, of which such first Person directly or indirectly owns or controls a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions.

(llll) "Successful Bidder" means, if an Auction is conducted, the prevailing party at the conclusion of such Auction.

(mmmm) "SunPower Mezzanine Loans" means those loans and related rights set forth on Schedule 1.1.

(nnnn) "SunPower Servicers" means SunPower Corporation, Systems and SunPower Capital Services, LLC.

(oooo) "SunStrong Capital" means SunStrong Capital Holdings, LLC, a Delaware limited liability company that immediately prior to Closing is owned by SunPower Corporation (holding 51% of the outstanding Units) and HA Purchaser (holding 49% of the outstanding Units).

(pppp) "SunStrong GF Interests" means Units held by SunPower Corporation as of the date hereof representing fifty percent (50%) of the outstanding Units of SunStrong Capital.

(qqqq) "SunStrong HA Interests" means Units held by SunPower Corporation as of the date hereof representing one percent (1%) of the outstanding Units of SunStrong Capital.

(rrrr) "SunStrong Interests" means the SunStrong HA Interests and the SunStrong GF Interests.

(ssss) "SunStrong Operating Agreement" means that certain Fourth Amended and Restated Limited Liability Company Operating Agreement of SunStrong Capital Holdings, LLC (the "Company"), dated September 17, 2020, as amended by that certain First

Amendment to the Fourth Amended and Restated Limited Liability Company Operating Agreement of SunStrong Capital Holdings, LLC, dated as of December 7, 2021, as further amended by that certain Second Amendment to the Fourth Amended and Restated Limited Liability Company Operating Agreement of SunStrong Capital Holdings, LLC, dated as of March 31, 2022, as further amended by that certain Third Amendment to the Fourth Amended and Restated Limited Liability Company Operating Agreement of SunStrong Capital Holdings, LLC, dated as of April 4, 2023, as further amended by that certain Fourth Amendment to the Fourth Amended and Restated Limited Liability Company Operating Agreement of SunStrong Capital Holdings, LLC, dated as of February 22, 2024 and as further amended by that certain Fifth Amendment to the Fourth Amended and Restated Limited Liability Company Operating Agreement of SunStrong Capital Holdings, LLC, dated as of July 27, 2024 (as further amended, supplemented, modified or restated from time to time).

(tttt) "Target Companies" means each of the Persons set forth on Schedule 1.1(a).

(uuuu) "Tax" or "Taxes" means any federal, state, local, non-United States or other tax of any kind, including income, gross receipts, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, ad valorem/personal property, stamp, excise, occupation, sales, use, transfer, value added, import, export, alternative minimum or estimated tax, including any interest, penalty or addition thereto.

(vvvv) "Tax Code" means the United States Internal Revenue Code of 1986, as amended.

(wwww) "Tax Return" means any return, claim for refund, report, statement or information return relating to Taxes required to be filed with a Governmental Body, including any Schedule or attachment thereto, and including any amendments thereof.

(xxxx) "Transaction Agreements" means this Agreement and any other agreements, instruments or documents entered into pursuant to this Agreement.

(yyyy) "Transactions" means the transactions contemplated by this Agreement and the other Transaction Agreements.

(zzzz) "Transfer Taxes" shall have the meaning set forth in Section 5.11.

(aaaaa) "Units" has the meaning given to such term in the SunStrong Operating Agreement.

(bbbbb) "WARN Act" means the Worker Adjustment and Retraining Notification Act of 1988 or any similar Laws.

(ccccc) "Willful Breach" shall mean a deliberate act or a deliberate failure to act regardless of whether breaching was the conscious object of the act or failure to act.

Section 9.2 Rules of Interpretation. Unless otherwise expressly provided in this Agreement, the following will apply to this Agreement, the Schedules and any other certificate, instrument, agreement or other document contemplated hereby or delivered hereunder.

(a) The terms "hereof," "herein" and "hereunder" and terms of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement. Section, clause, Schedule and exhibit references contained in this Agreement are references to sections, clauses, Schedules and exhibits in or to this Agreement, unless otherwise specified. All exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or exhibits but not otherwise defined therein shall be defined as set forth in this Agreement.

(b) Whenever the words "include," "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." Where the context permits, the use of the term "or" will be equivalent to the use of the term "and/or."

(c) The words "to the extent" shall mean "the degree by which" and not simply "if."

(d) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of such period is a day other than a Business Day, the period in question will end on the next succeeding Business Day.

(e) Words denoting any gender will include all genders, including the neutral gender. Where a word is defined herein, references to the singular will include references to the plural and vice versa.

(f) The word "will" will be construed to have the same meaning and effect as the word "shall". The words "shall," "will," or "agree(s)" are mandatory, and "may" is permissive.

(g) All references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(h) Any document or item will be deemed "delivered," "provided" or "made available" by Sellers, within the meaning of this Agreement if such document or item is (i) included in the Dataroom, (ii) actually delivered or provided to Purchasers or any of Purchaser's Advisors or (iii) made available upon request, including at Sellers' offices.

(i) Any reference to any agreement or Contract will be a reference to such agreement or Contract, as amended, modified, supplemented or waived.

(j) A reference to any Party to this Agreement or any other agreement or document shall include such Party's successors and assigns, but only if such successors and assigns are not prohibited by this Agreement.

(k) A reference to a Person in a particular capacity excludes such Person in any other capacity or individually.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective officers hereunto duly authorized as of the day and year first above.

HA SUNSTRONG CAPITAL LLC,
as a Purchaser

By:_____
Name:_____
Title:_____

GF SUNSTRONG CAPITAL, LLC,
as a Purchaser

By: GoodFinch Management, LLC,
its sole member

By:_____
Name:_____
Title:_____

SUNPOWER CORPORATION,
a Seller

By:_____
Name:_____
Title:_____

SPWR SUNSTRONG HOLDINGS, LLC,
a Seller

By:_____
Name:_____
Title:_____

SUNPOWER HOLDCO, LLC,
a Seller

By:_____
Name:_____
Title:_____

SUNPOWER CORPORATION, SYSTEMS,
a Seller

By:_____
Name:_____
Title:_____

[SUNPOWER CAPITAL SERVICES, LLC,
a Seller

By:_____
Name:_____
Title:_____]

[[_____],
a Seller

By:_____
Name:_____
Title:_____]