

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (date of earliest event reported): July 22, 2024

Pineapple Energy Inc.

(Exact name of Registrant as Specified in its Charter)

Minnesota

(State Or Other Jurisdiction Of Incorporation)

001-31588

(Commission File Number)

41-0957999

(I.R.S. Employer Identification No.)

10900 Red Circle Drive

Minnetonka, MN

(Address of Principal Executive Offices)

55343

(Zip Code)

(952) 996-1674

Registrant's Telephone Number, Including Area Code

Securities registered pursuant to Section 12(b) of the Act

Title of Each Class	Trading Symbol	Name of each exchange on which registered
Common Stock, par value, \$.05 per share	PEGY	The Nasdaq Stock Market, LLC

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

The information contained in Item 2.03 is incorporated by reference into this Item 1.01.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

Conduit Capital Bridge Loan

On July 22, 2024, Pineapple Energy Inc. (“the Company”) obtained bridge loan financing for working capital purposes from Conduit Capital U.S. Holdings LLC (“Conduit”), an unaffiliated lender. On such date, Conduit loaned the principal sum of \$500,000.00 to the Company on an original issue (“OID”) basis of 20% and accordingly, Conduit advanced \$400,000.00 to the Company (the “Initial Conduit Loan”). The Initial Conduit Loan will accrue interest on the unpaid principal amount, without deduction for the OID, at an annual rate of 20%. Commencing on October 21, 2024 through and including the Conduit Maturity Date (as defined below), the Company may request that Conduit provide additional advances for working capital on identical terms, conditions and interest rate as the Initial Conduit Loan on an OID basis, up to an aggregate principal sum of \$500,000.00, and Conduit shall have the right, without commitment or obligation, to make such requested loan(s) by advancing 80% percent of the principal thereof. All such loans are secured by a pledge of all of the Company’s assets.

The loans due to Conduit will become due on July 21, 2025 (the “Conduit Maturity Date”). In accordance with the terms of the loan agreements with Conduit, if the Company consummates one or more equity offerings prior to the Conduit Maturity Date in which it derives aggregate gross proceeds of at least \$3,150,000.00, it will be required to repay the unpaid principal balance of the Initial Conduit Loan, including the OID, simultaneous with the closing(s) of such offering(s). Further, if the Company consummates one or more equity offerings prior to the Conduit Maturity Date in which it derives aggregate gross proceeds of at least \$4,400,000.00, the Company will be required to repay the entire unpaid principal amount of all loans due to Conduit, including the OID, simultaneous with the closing(s) of such offering(s). As a condition to such loan(s), the Company agreed to cause the nomination of a designee of Conduit for election to its Board of Directors.

The summary above is qualified by the full texts of the (i) Secured Credit Agreement, dated July 22, 2024, between the Company and Conduit, and (ii) the Secured Credit Note, dated July 22, 2024, between the Company and Conduit, which are attached as Exhibits 10.1 and 10.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

MBB Energy Bridge Loan

On July 22, 2024, the Company obtained bridge loan financing from MBB Energy, LLC (“MBB”) for working capital purposes. Scott Maskin, the Company’s interim chief executive officer and a director, is a principal of MBB and accordingly, MBB is an affiliate of the Company. On such date, MBB loaned the principal sum of \$500,000.00 to the Company on an OID basis of 20% and accordingly, MBB advanced the sum of \$400,000.00 to the Company (the “Initial MBB Loan”). The Initial MBB Loan will accrue interest on the unpaid principal amount, without deduction for the OID, at an annual rate of 20%. Commencing on October 21, 2024 through and including the MBB Maturity Date (as defined below), the Company may request that MBB provide additional advances for working capital on identical terms, conditions and interest rate as the Initial MBB Loan on an OID basis, up to an aggregate principal sum of \$500,000.00, and MBB shall have the right, without commitment or obligation, to make such requested loan(s) by advancing 80% percent of the principal thereof. All such loans are secured by a pledge of all of the Company’s assets.

The loans due by the Company to MBB will become due on July 21, 2025 (the “MBB Maturity Date”). In accordance with the terms of the loan agreements with MBB, if the Company consummates one or more equity offerings prior to the MBB Maturity Date in which it derives aggregate gross proceeds of at least \$3,150,000.00, it will be required to repay the unpaid principal balance of the Initial MBB Loan, including the OID, simultaneous with the closing(s) of such offering(s). Further, if the Company consummates one or more equity offerings prior to the MBB Maturity Date in which the Company derives aggregate gross proceeds of at least \$4,400,000.00, the Company will be required to repay the entire unpaid principal amount of all loans due to MBB, including the OID, simultaneous with the closing(s) of such offering(s). MBB has granted Conduit the exclusive right to enforce MBB’s loans on MBB’s behalf.

The summary above is qualified by the full texts of the (i) Secured Credit Agreement, dated July 22, 2024, between the Company and MBB, (ii) the Secured Credit Note, dated July 22, 2024, between the Company and MBB, and (iii) the Security Agreement, dated July 22, 2024, between the Company and MBB, which are attached as Exhibits 10.3, 10.4, and 10.5, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Amendment to Decathlon Revenue Loan

Effective July 22, 2024, Decathlon Growth Credit, LLC (as assignee of Decathlon Specialty Finance, LLC (“Decathlon”)) entered into a First Amendment (the “First Amendment”) with the Company with respect to the Revenue Loan and Security Agreement dated June 1, 2023 (the “Decathlon Agreement”) among Decathlon (as lender), the Company (as borrower), and Pineapple Energy LLC, SUNation Solar Systems, Inc., SUNation Service, LLC, SUNation Roofing, LLC and SUNation Energy, LLC (as guarantors). The First Amendment designated Scott Maskin as the “Key Person” under the Decathlon Agreement and approved the Company’s working capital loans from Conduit and MBB. The summary above is qualified by the full text of the First Amendment to Revenue Loan and Security Agreement, dated July 22, 2024, by and among the Company, the Guarantors party thereto, and Decathlon, which is attached as Exhibit 10.7 to this Current Report on Form 8-K and is incorporated herein by reference.

Amendment to Subordination Agreement

On July 22, 2024, the Company entered into a Joinder and Amendment to Subordination Agreement (the “Joinder Agreement”) with Decathlon, Hercules Capital, Inc., Conduit and MBB. Pursuant thereto, Conduit and MBB became parties to the Subordination Agreement dated June 21, 2023, among the Company, Decathlon, and Hercules Capital, Inc. In accordance with the Joinder Agreement, Conduit and MBB agreed to subordinate their respective security interests in the Company’s assets, *pari passu*, to the first priority security interest of Decathlon and the second security priority interest of Hercules.

The summary above is qualified by the full texts of the (i) Amendment and Joinder to Subordination Agreement, dated July 22, 2024 among the Company, Decathlon, Hercules Capital, Inc., and MBB and Conduit, and (ii) the Consent and Amendment No. 3 to Loan and Security Agreement, dated July 22, 2024 by and among Pineapple Energy LLC, the Company, and each other person that has delivered a Joinder Agreement, which are attached as Exhibits 10.8, and 10.9, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 8.01. Other Events.

As previously disclosed, On May 16, 2024, the Company received a notice from the Listing Qualifications Department (the “Staff”) of the Nasdaq Stock Market (“Nasdaq”) informing the Company that it no longer complies with the requirement under Nasdaq Listing Rule 5550(b)(1) to maintain a minimum of \$2,500,000 in stockholders’ equity for continued listing on Nasdaq (the “Equity Rule”).

On July 26, 2024, the Company received a decision from the Nasdaq Hearings Panel (the “Panel”) informing the Company that Nasdaq has determined and agreed that the Company is now in compliance with the Equity Rule. The Company will remain on a one-year Nasdaq Panel Monitor, which means that if the Company falls out of compliance again, it will not be able to submit a remediation plan to the Staff, but rather it will be required to go back into the hearings process.

Item 9.01. Financial Statements and Exhibits.

The following exhibits are being filed with this Current Report on Form 8-K:

<u>Exhibit No.</u>	<u>Description</u>
<u>10.1</u>	<u>Secured Credit Agreement, dated July 22, 2024, between Pineapple Energy Inc. and Conduit Capital U.S. Holdings LLC</u>
<u>10.2</u>	<u>Secured Credit Note, dated July 22, 2024, between Pineapple Energy Inc. and Conduit Capital U.S. Holdings, LLC</u>
<u>10.3</u>	<u>Security Agreement, dated July 22, 2024, between Pineapple Energy Inc. and Conduit Capital U.S. Holdings, LLC</u>
<u>10.4</u>	<u>Secured Credit Agreement, dated July 22, 2024, between Pineapple Energy Inc. and MBB Energy, LLC.</u>
<u>10.5</u>	<u>Secured Credit Note, dated July 22, 2024, between Pineapple Energy Inc. and MBB Energy, LLC. Security</u>
<u>10.6</u>	<u>Agreement, dated July 22, 2024, between Pineapple Energy Inc. and MBB Energy, LLC.</u>
<u>10.7</u>	<u>First Amendment to Revenue Loan and Security Agreement, dated July 22, 2024, by and among Pineapple Energy Inc., the Guarantors party thereto, and Decathlon Specialty Finance LLC.</u>
<u>10.8</u>	<u>Amendment and Joinder to Subordination Agreement, dated July 22, 2024 among Pineapple Energy Inc., Decathlon Growth Credit, LLC, Hercules Capital, Inc., and MBB Energy, LLC and Conduit Capital U.S. Holdings, LLC</u>
<u>10.9</u>	<u>Consent and Amendment No. 3 to Loan and Security Agreement, dated July 22, 2024 by and among Pineapple Energy LLC, Pineapple Energy Inc. and each other person that has delivered a Joinder Agreement</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

Forward-Looking Statements

This Current Report on Form 8-K includes certain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements are based on the Company’s current expectations or beliefs and are subject to uncertainty and changes in circumstances, including the Company’s ability to maintain and service its new debt obligations and remain in compliance with Nasdaq’s listing standards. While the Company believes its plans, intentions, and expectations reflected in those forward-looking statements are reasonable, these plans, intentions, or expectations may not be achieved. For information about the factors that could cause such differences, please refer to the Company’s filings with the Securities and Exchange Commission, including, without limitation, the statements made under the heading “Risk Factors” in the Company’s Annual Report on Form 10-K for the year ended December 31, 2023 and in subsequent filings. The Company does not undertake any obligation to update or revise these forward-looking statements for any reason, except as required by law.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

PINEAPPLE ENERGY INC.

By: /s/ Scott Maskin
Scott Maskin
Interim Chief Executive Officer

Date: July 26, 2024

SECURED CREDIT AGREEMENT

This Secured Credit Agreement (this "Agreement") is made on July 22, 2024 ("Effective Date") between PINEAPPLE ENERGY, INC., a Minnesota corporation having an office located at 10900 Red Circle Drive, Minnetonka, Minnesota 55343 ("Borrower") and CONDUIT CAPITAL U.S. HOLDINGS LLC, a Delaware limited liability company having an office located at 1451 Fort Cassin Road, Ferrisburg, Vermont 05456 ("Lender").

RECITALS

The Borrower has requested Lender to extend credit from time to time and Lender is willing to extend such credit to the Borrower, subject to the terms and conditions set forth herein and in the Subordination Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Article I. DEFINITIONS

Section 1.01 Certain capitalized terms used in this Agreement are defined on Exhibit 1.01.

Article II. LOANS

Section 2.01 Loans.

(a) Initial Loan. On the Effective Date, Lender shall make an initial loan (the "Initial Loan") to Borrower in the principal sum of Five Hundred Thousand (\$500,000.00) Dollars on the terms and conditions set forth in this Agreement. Lender shall advance the Initial Loan to Borrower in an amount equal to eighty percent (80%) of such principal sum, which shall constitute an original issue discount. The amount of such original issue discount is a sum equal to twenty (20%) percent (the "Original Issue Discount") in accordance with Article 10 hereof.

(b) Additional Loans. Commencing ninety (90) calendar days following the Effective Date and terminating on the Maturity Date, Lender shall have the right, without commitment or obligation, to make one or more loans (each, a "Loan" and collectively with the Initial Loan, the "Loans") to Borrower from time to time upon Borrower's written request as set forth herein; provided that no Loan shall be made if, after giving effect to such Loan, the aggregate principal sum of all outstanding Loans would exceed the Maximum Credit Line.

(c) Funding. Lender shall advance each Loan to Borrower in an amount equal to the principal sum of such Loan minus the Original Issue Discount.

EXECUTION VERSION

(d) Loan Requests. Borrower shall give Lender written notice (a "Loan Request Notice") to request a Loan hereunder. The Loan Request Notice shall be irrevocable and shall specify with particularity the amount of the proposed Loan, the proposed use of the Loan proceeds, and the proposed Borrowing Date.

(e) Maturity. On the Maturity Date, Borrower shall, without any notice or demand whatsoever being required, immediately repay in full the unpaid principal amount of all Loans then outstanding (including the Original Issue Discount), together with all other amounts due and payable hereunder and under the other Loan Documents (collectively, the "Repayment Amount").

(f) Secured Credit Note. The Loans to be made by Lender to Borrower hereunder shall be evidenced by a Secured Credit Note (the "Note"), in substantially the form attached hereto as Exhibit 2.01(f), duly executed and delivered on behalf of Borrower and payable to the order of Lender in a principal amount equal to the Maximum Credit Line. Lender is authorized to record the date, amount of each Loan, and the date and amount of each payment or prepayment of principal of each Loan by the Borrower in Lender's records and/or on the grid schedule annexed to the Note; provided that the failure of Lender to set forth each such Loan, payment and other information shall not in any manner affect the obligation of Borrower to repay in full each Loan made by Lender in accordance with the terms of the Note and this Agreement. The Note, the grid schedule, and the books and records of Lender shall constitute presumptive evidence of the information so recorded absent manifest error.

(g) Security Agreement. The Note shall be secured by the Security Agreement to be made by Borrower in favor of Secured Party, in substantially the form attached hereto as Exhibit 2.01(g), duly executed and delivered on behalf of Borrower.

(h) Subordination Agreement. The rights and remedies of the parties hereto shall be subject to the terms and conditions of the Subordination Agreement.

Article III. PROVISIONS RELATING TO LOANS

Section 3.01 Interest. Each Loan shall bear interest on the unpaid principal amount thereof (without deduction for the Ordinary Issue Discount) at an interest rate equal to Twenty Percent (20.0%) per annum; provided that payment in full on the Maturity Date as provided in Section 2.01(e) satisfies the interest accrual on the Loan from initial issuance to the Maturity Date.

Section 3.02 Default Interest. Upon the occurrence and during the continuance of an Event of Default, the outstanding principal amount of the Loans shall bear interest payable on demand at a rate of interest of five (5.0%) percent per annum in excess of the interest rate otherwise then in effect or, if less, the maximum lawful rate of interest.

Section 3.03 Usury Savings Clause. Anything in this Agreement or the Note to the contrary notwithstanding, the obligation of the Borrower to make payments of interest shall be subject to the limitation that payments of interest shall not be required to be paid to Lender to the extent that the charging or receipt thereof would not be permissible under the law or laws applicable to Lender limiting the rates of interest that may be charged or collected by Lender. If the provisions of this Agreement or any Note would at any time otherwise require payment by the Borrower to Lender of any amount of interest in excess of the maximum amount then permitted by applicable law, the interest payments shall be reduced to the extent necessary so that Lender shall not receive interest in excess of such maximum amount.

Section 3.04 Computation. Interest on each Loan shall be calculated on the basis year of 360 days and shall be payable for the actual days elapsed.

Section 3.05 Prepayment. Prior to Maturity, the Borrower shall prepay Loans upon the occurrence of either or both of the following events:

(a) In the event that Borrower consummates one or more Equity Offerings in which Borrower derives aggregate gross proceeds of at least \$3,150,000, Borrower shall prepay the the unpaid principal amount of the Initial Loan (including the Original Issue Discount) simultaneous with the closing of such Equity Offerings; and/or

(b) In the event that Borrower consummates one or more Equity Offerings in which Borrower derives aggregate gross proceeds of at least \$4,400,000, Borrower shall prepay the Repayment Amount in full simultaneous with the closing of such Equity Offerings. Upon such full payment to Lender, Borrower shall be discharged of the Obligations hereunder and the Note shall be deemed satisfied and paid in full.

Section 3.06 Manner of Payment. All payments on the Loans shall be made in lawful money of the United States of America no later than 12:00 PM on the date on which such payment is due by wire transfer of immediately available funds to Lender's account at a bank specified by Lender in writing to Borrower from time to time.

Article IV. REPRESENTATIONS AND WARRANTIES

To induce Lender to enter into this Agreement and to make the Loans herein provided for, Borrower represents and warrants to Lender that the following statements are true and correct on the Effective Date and shall be true and correct at all times during the Term:

Section 4.01 Organization, Powers. Borrower is a corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota. Borrower has the power and authority to own its properties and to carry on its business as now being conducted. Borrower is duly qualified to do business in every jurisdiction wherein the

conduct of its business or the ownership of its properties are such as to require such qualification. Borrower has the power to execute, deliver and perform each of the Loan Documents.

Section 4.02 Enforceable Obligations. This Agreement and each other Loan Document to which the Borrower is a party constitutes a legal, valid and binding obligation of the Borrower, enforceable against Borrower in accordance with its terms.

Section 4.03 Authorization. The execution, delivery and performance by Borrower of this Agreement and the other Loan Documents to which it is a party (1) have been duly authorized by all requisite corporate action; (2) will not violate or require any consent under any provision of law applicable to Borrower, any rule or regulation of any Governmental Authority, or the Charter Documents of Borrower; and (3) will not conflict with, result in a breach of or constitute, with due notice and/or lapse of time, a default under any agreement to which Borrower is a party or result in the creation or imposition of any Lien of any nature whatsoever upon any of the property or assets of Borrower.

Section 4.04 Taxes. Borrower has filed or caused to be filed all federal, state and local tax returns which are required to be filed, and has paid or has caused to be paid all taxes as shown on said returns or on any assessment it has received, to the extent that such taxes have become due.

Section 4.05 Title to Properties. Borrower has good title to its properties and assets, and all such properties and assets are free and clear of all Liens subject only to the existing Liens of the Prior Loans and the terms and conditions of the Subordination Agreement.

Section 4.06 Litigation. There are no actions, suits or proceedings pending or threatened against or affecting the Borrower or before or by any Governmental Authority which involve the transactions contemplated herein. Borrower is not in default with respect to any judgment, writ, injunction, decree, rule or regulation of any Governmental Authority.

Section 4.07 Security Agreement. The Security Agreement shall constitute a valid and continuing lien on and security interest in the Collateral referred to in such Security Agreement in favor of Lender, for the benefit of Lender, which shall be prior to all other Liens, claims and rights of all other Persons in such Collateral whatsoever, subject only to the existing Liens of the Prior Loans and the terms and conditions of the Subordination Agreement.

Section 4.08 Permits and Licenses. Borrower has all permits, licenses, certifications, authorizations and approvals required for it lawfully to own and operate its business.

Section 4.09 Compliance with Laws. Borrower is in compliance with all laws, rules, regulations, orders and decrees which are applicable to it or any of its properties.

Section 4.10 Disclosure. This Agreement, the Note, any other Loan Document, and any and all other documents, certificates or written statements furnished to Lender by or on behalf of the Borrower for use in connection with the transactions contemplated by this Agreement do not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances in which they were made.

Article V. CONDITIONS OF LENDING

Section 5.01 Conditions to Initial Extension of Credit. The Closing and the making of the Initial Loan are subject to the satisfaction or waiver by Lender of the following conditions precedent:

(a) Agreement. On or prior to the Closing Date, Lender shall have received this Agreement, the Note, and the Security Documents, each duly executed by the Borrower.

(b) Other Lender Agreements. On or prior to the Closing Date, Lender shall have received a copy of the secured credit agreement, the secured credit note and the security documents, each duly executed by the Borrower and an affiliate of Conduit Capital U.S. Inc. (the "Other Lender") in the same form as the Agreement, the Note, and the Security Documents (the "Other Lender Agreements") with only such changes necessary and appropriate to reflect the Other Lender as the counterparty.

(c) Intercreditor Agreement. On or prior to the Closing Date, Lender shall have received the intercreditor agreement (the "Intercreditor Agreement") of even date herewith between the Lender and the Other Lender, duly executed by the Other Lender.

(d) Other Loan. On the Closing Date, Lender shall have received evidence of the making of an initial loan under the Other Lender Agreements in the same amount as contemplated under this Agreement.

(e) Decathlon Consent. On or prior to the Closing Date, Lender shall have received the written consent of Decathlon to Borrower's execution of the Loan Documents and the confirmation that to the best of Decathlon's knowledge, there is no event of default existing or continuing nor any other event that has occurred which would be an event of default but for the passage of time under the Decathlon Loan Documents and related agreements with Borrower and/or its affiliated entities.

(f) Hercules Consent. On or prior to the Closing Date, Lender shall have received the written consent of Hercules to Borrower's execution of the Loan Documents and the confirmation that to the best of Hercules' knowledge, there is no event of default existing or continuing nor any other event that has occurred which would be an event of default but for the passage of time under the Hercules Loan Documents and related agreements with Borrower and/or its affiliated entities.

(g) Subordination Agreement. On or prior to the Closing Date, Lender shall have received the Subordination Agreement, duly executed by Borrower, Decathlon and Hercules.

(h) Board Resolutions. On or prior to the Closing Date, Lender shall have received a true and complete copy of resolutions adopted by the Board of Directors of Borrower authorizing the execution, delivery and performance of the Loan Documents.

(i) UCC Recording. On or prior to the Closing Date, Lender shall have received each Loan Document, including without limitation UCC-1 Financing Statements required by the Security Documents and/or under the laws of any jurisdiction to be filed, registered or recorded in order to create, in favor of Lender, a perfected lien on the Collateral described in the Security Documents, in form to be properly filed, registered or recorded, in the office in such jurisdiction.

(j) Fees and Expenses. On or prior to the Closing Date, Lender shall have received payment of all interest, fees and reimbursement of expenses payable to Lender pursuant to this Agreement and the other Loan Documents, including without limitation the fees and expenses of legal counsel engaged by Lender, search fees, filing fees, recording fees and service company fees, if any.

(k) No Litigation. No action, suit, investigation, litigation or proceeding affecting Borrower shall be pending or threatened before any court, governmental agency or arbiter.

Section 5.02 Conditions to Additional Loans. The making of Loans by Lender subsequent to the Closing Date is subject to the following conditions precedent (and in any event at Lender's sole discretion):

(a) No Default. No Event of Default shall have occurred and be continuing on the Borrowing Date or will result after giving effect to the Loan requested.

(b) Availability. After giving effect to any requested Loan, the aggregate outstanding amount due on all Loans, including principal, interest and all other charges, shall not exceed the Maximum Credit Line.

(c) Representations. The representations and warranties by Borrower set forth herein shall be true and correct on and as of the date on which Lender makes each such Loan to Borrower.

Article VI. AFFIRMATIVE COVENANTS

Borrower covenants and agrees that at all times during the Term, it shall do all of the following:

Section 6.01 Existence, Properties. Borrower shall do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence and comply in all material respects with all laws applicable to it; at all times maintain, preserve and protect all trade names and preserve all of its properties used or useful in the conduct of its business and keep the same in good repair, working order and condition and from time to time make, or cause to be made, all needful and proper repairs, replacements and improvements thereto so that the business carried on in connection therewith may be properly and advantageously conducted in the ordinary course at all times; and at all times maintain general liability insurance covering its assets and its businesses with financially sound and reputable insurance companies or associations in amounts as are usually carried by companies engaged in the same or similar business.

Section 6.02 Payment of Indebtedness and Taxes. Borrower shall pay all indebtedness and obligations, now existing or hereafter arising, as and when due and payable and promptly pay and discharge, or cause to be paid and discharged, all taxes, assessments and government charges or levies imposed upon it or upon its income and profits, or upon any of its property, real, personal or mixed, or upon any part thereof, before the same shall become in default, as well as all lawful claims for labor, materials and supplies or otherwise which, if unpaid, might become a lien or charge upon such properties or any part thereof.

Section 6.03 Access to Premises. Borrower shall at any time permit Lender, upon written request, or any representative thereof, to visit the properties of Borrower during normal working hours.

Section 6.04 Notice of Default. Borrower shall promptly notify Lender of any Event of Default which shall have occurred hereunder or under any of the Loan Documents, which notice shall include a written statement as to such occurrence, specifying the nature thereof and the action, if any, which is proposed to be taken with respect thereto.

Section 6.05 Notice of Litigation. Borrower shall promptly notify Lender of the commencement of any action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency.

Section 6.06 Notice of Default in Other Agreements. Borrower shall promptly notify Lender of any default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which Borrower is a party.

Section 6.07 Compliance with Applicable Laws. Borrower shall promptly comply with the requirements of all applicable laws, rules, regulations and orders of any federal, state or local governmental authority.

Section 6.08 Board Seat. Subject to the customary board nomination process of Borrower, the charter documents of Borrower, and as required by applicable federal and state laws, as soon as reasonably practicable after the Closing Date, Borrower shall nominate to the board of directors of Borrower a designee of the Lender, which individual shall be designated pursuant to the Intercreditor Agreement.

Article VII. NEGATIVE COVENANTS

Borrower covenants and agrees with Lender that so long as all or any of the principal of and/or interest on any Note or any other Obligations hereunder shall be unpaid, it shall not directly or indirectly:

Section 7.01 No Other Liens. Incur, create, assume or suffer to exist any lien on any of their respective assets now or hereafter owned, other than Liens granted to Lender under this Agreement, any other Loan Document, or the Prior Loans.

Section 7.02 Indebtedness. Incur, create, assume or suffer to exist or otherwise become liable in respect of any indebtedness whatsoever, other than Indebtedness to Lender under this Agreement, the Notes, any other Loan Document, or the Prior Loans.

Section 7.03 Guarantees. Guarantee, endorse, become surety for, or otherwise in any way whatsoever become or be responsible for the Indebtedness or obligations of any Person.

Section 7.04 Impairment of Security Interest. Subject to the terms and conditions of the Subordination Agreement, take or omit to take any action which could reasonably be expected to have the result of impairing the security interest in any property subject to a security interest in favor of Lender or grant to any person any interest whatsoever, whether subordinate or otherwise, in any property which is subject to a security interest in favor of Lender.

Section 7.05 Charter Documents. Amend, change and/or restate the Charter Documents.

Article VIII. EVENTS OF DEFAULT

Section 8.01 Events of Default. An "Event of Default" shall mean the happening of any one or more of the following events:

(a) Failure to pay the principal of or interest on any Loan or any other amount due under this Agreement or the Loan Documents as and when due and payable;

(b) Failure to pay the principal of or interest on any Loan or any other amount as and when due and payable under the Prior Loans or the Contemporaneous Loans;

(c) Default in the due observance or performance of any covenant, condition or agreement set forth herein or any of the Loan Documents, if such default shall continue unremedied for a period of fifteen (15) days after written notice specifying the default with particularity;

(d) Any representation or warranty made or deemed made in this Agreement or any other Loan Document shall have been false or misleading when made or given;

(e) Borrower shall voluntarily commence any proceeding or file any petition seeking relief under Title 11 of the United States Code or any other federal or state bankruptcy, insolvency or similar law or become unable or admit in writing its inability or fail generally to pay its debts as they become due;

(f) An involuntary proceeding shall be commenced or an involuntary petition shall be filed under Title 11 of the United States Code or any other federal or state bankruptcy insolvency or similar law;

(g) One or more orders, judgments or decrees for the payment of money in excess of \$25,000.00 in the aggregate shall be rendered against Borrower and the same shall not have been paid in accordance with such judgment, order or decree; and/or

(h) Any of the Liens purported to be granted pursuant to any Security Document shall fail or cease for any reason to be legal, valid and enforceable liens on the collateral purported to be covered thereby or shall fail or cease to have the priority purported to be created thereby.

(i) Cross-Acceleration. The Prior Loans, the Contemporaneous Loans and/or any other indebtedness of Borrower is accelerated by the relevant lender.

Section 8.02 Remedies upon Event of Default. Upon the occurrence of an Event of Default and/or at any time thereafter during its continuance, Lender may, by written or telephonic notice to the Borrower, take either or both of the following actions at the same or different times: (a) terminate this Agreement and/or (b) declare the Note and any and all other Obligations to be forthwith due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the Note or Security Documents to the contrary notwithstanding *provided, however* that, if an Event of Default described in Section 8.01(e) or Section 8.01(f) shall occur, the principal of (including Original Issue Discount) and accrued interest on all outstanding Loans shall become immediately due and payable without any notice, declaration, or other act on the part of the Lender; and/or (c) subject to the Subordination Agreement, exercise any or all of its rights, powers, or remedies under the Security Agreement or applicable law.

Article IX. INDEMNIFICATION

Section 9.01 Indemnification. Borrower shall indemnify and defend Lender and its members, employees, contractors and agents and the Affiliates of each of the foregoing, and shall hold each of them harmless from and against any and all injuries, claims, damages, judgments, liabilities, costs and expenses including without limitation reasonable attorneys' fees and expenses which may be incurred by or asserted against Lender in connection with or arising out of (a) any breach of Borrower's covenants or warranties set forth in this Agreement; (b) any representation of Borrower as set forth in this Agreement shall be untrue, incomplete or misleading; (c) the actions and omissions of Borrower and/or its employees, contractors, agents and their respective Affiliates; and/or (d) the fraud, willful misconduct or gross negligence of Borrower and/or its employees, contractors and agents and their respective Affiliates.

Article X. ORIGINAL ISSUE DISCOUNT

Section 10.01 Original Issue Discount. Borrower acknowledges and agrees that the Original Issue Discount is compensation to Lender for foregone earnings and that such Original Issue Discount is not a fee for services. The Original Issue Discount shall constitute interest paid in advance, and is in addition to, and is excluded from, the interest that shall accrue on the Loans in accordance with Article III.

Section 10.02 Tax Treatment. The parties agree that the Loans are being issued with "original issue discount" for United States income tax purposes in accordance with the requirements under the Internal Revenue Code, as amended. The parties shall treat and report all payments made pursuant to this Agreement consistent with the foregoing characterization for all tax purposes. The parties shall not take any position to the contrary or file any tax return, report or declaration inconsistent with such treatment.

Section 10.03 Principal Sum. Borrower agrees that the funded amount of all Loans shall be reduced by the Original Issue Discount, which sum shall be retained by Lender. Borrower agrees that, notwithstanding such deduction of the Original Issue Discount, Borrower is and shall remain liable to pay (a) the full principal amount of all Loans, inclusive of the Original Issue Discount and without giving effect to such deduction, and (b) interest, which shall accrue as provided in Section 3.01 hereof on the outstanding principal amount of such Loans, inclusive of the Original Issue Discount and without giving effect to such deduction. All calculations of interest and fees in respect of the Loans shall be calculated on the basis of their full stated principal sum. For the avoidance of doubt, the Original Issue Discount is and shall be deemed to be a part of the aggregate outstanding principal sum due hereunder and under the Note.

Section 10.04 Fully Earned. The Original Issue Discount for any Loan shall be fully earned by Lender on the Borrowing Date thereof.

Article XI. GENERAL PROVISIONS

Section 11.01 Notices. All notices, requests and demands to any party hereto shall be made in writing and shall be conclusively deemed to have been received by a party hereto and to be effective on the day on which delivered by hand to such party or one business day after being sent by nationally recognized overnight courier service. Each such notice shall be given to a party at its address set forth in the Preamble to this Agreement. Either party may give notice to the other party about a change in its address.

Section 11.02 Effectiveness. This Agreement shall become effective on the date on which all parties hereto shall have signed a counterpart copy hereof and shall have delivered the same to Lender. All representations and warranties made herein and in the other Loan Documents shall survive the making by Lender of the Loans and the execution and delivery to Lender of the Note and shall continue in full force and effect so long as the Obligations hereunder are outstanding and unpaid. The obligations of Borrower under this Agreement shall survive the expiration of the Term through and including the date of full payment of the Obligations.

Section 11.03 Expenses. Borrower agrees to pay or reimburse Lender for all its reasonable out-of-pocket costs and expenses incurred in connection with the preparation and execution of and any amendment or modification to this Agreement, the Note or any other Loan Documents and the consummation of the transactions contemplated hereby and thereby, including without limitation reasonable attorneys fees and expenses, and to pay or reimburse Lender for all its costs and expenses incurred in connection with the enforcement and preservation of any rights under this Agreement, the Note, the Loan Documents, and any other documents prepared in connection herewith or therewith, including without limitation reasonable fees and expenses of Lender, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Obligations.

Section 11.04 Amendments. This Agreement shall not be amended or changed unless made in writing and executed by both parties.

Section 11.05 Successors and Assigns. This Agreement shall be binding upon Borrower and its successors and assigns. This Agreement shall inure to the benefit of Lender, all future holders of the Note and the successors and assigns of each of the foregoing.

Section 11.06 No Waiver; Cumulative Remedies. Neither any failure nor any delay on the part of Lender in exercising any right, power or privilege hereunder or under any Note or any other Loan Document shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege. The rights, remedies, powers and privileges herein provided or provided in the other Loan Documents are cumulative and not exclusive of any rights, remedies powers and privileges provided by law.

Section 11.07 Entire Agreement. The Loan Documents contain all of the agreements between the parties relating to the Loans, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged herein and therein.

Section 11.08 Governing Law; Disputes. This Agreement and the performance hereunder will be governed in all respects by the laws of the State of New York, without giving effect to principles of conflicts of laws or statutes. The parties agree that the sole and exclusive jurisdiction and venue for any litigation arising from or relating to this Agreement or the subject matter hereof will be a federal or state court located in Suffolk County in the State of New York. Each party knowingly and voluntarily submits to personal jurisdiction over it in New York and to the exercise of jurisdiction over it by such court. Borrower knowingly and voluntarily waives and agrees not to assert by way of motion, as a defense or otherwise in any such suit, action or proceeding any claim that it is not personally subject to the jurisdiction of such federal or state courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this Agreement, the Note, the Security Agreement and/or any other document or instrument referred to herein or therein or the subject matter hereof or thereof may not be litigated in or by such federal or state courts. EACH PARTY HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION OR PROCEEDING, AT LAW OR IN EQUITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE NOTE, ANY LOAN DOCUMENT AND/OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY.


Section 11.09 Severability. In case any one or more of the provisions contained in this Agreement, the Note or any Loan Document should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

[continues on next page]

Section 11.10 Counterparts. This Agreement may be executed in two or more counterparts, and by original, facsimile or PDF (portable document format) signatures, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same agreement.

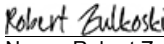
IN WITNESS WHEREOF, Borrower and Lender have caused this Agreement to be duly executed by their duly authorized officers on the Effective Date.

PINEAPPLE ENERGY, INC.

by: 

Name: James R. Brennan
Title: Chief Operating Officer

CONDUIT CAPITAL U.S. HOLDINGS LLC

By: Pangaea Investments, LLC
by: 

Name: Robert Zulkoski
Title: Sole Member

Exhibit 1.01

Definitions

As used herein, the following words and terms shall have the meanings ascribed below:

"Affiliate" shall mean with respect to a specified Person, another Person which, directly or indirectly, controls or is controlled by or is under common control with such specified Person. For the purpose of this definition, "control" of a Person shall mean the power, direct or indirect, to direct or cause the direction of the management or policies of such Person whether through the ownership of voting securities, by contract or otherwise.

"Borrowing Date" shall mean, with respect to any Loan made under this Agreement, the date on which such Loan is disbursed to the Borrower.

"Charter Documents" means the Certificate of Incorporation and Bylaws of Borrower, each as amended to date.

"Closing Date" shall mean the date on which all of the conditions to Closing have been satisfied and the initial Loan hereunder shall have been made in accordance with Section 5.01.

"Contemporaneous Loans" shall mean the loans and advances made to Borrower by Conduit Capital or one or more principals thereof consummated contemporaneously with any Loan.

"Decathlon Loan" shall mean the loans and advances made to Borrower by Decathlon Specialty Finance, LLC in accordance with the Decathlon Loan Documents.

"Decathlon Loan Documents" shall mean that certain Revenue Loan and Security Agreement dated as of June 1, 2023, as amended to date.

"Default" shall mean any condition or event that upon notice, lapse of time or both would constitute an Event of Default.

"Dollar" and the symbol "\$" shall mean lawful money of the United States of America.

"Equity Offering" shall mean the offer, sale and issuance by Borrower of equity securities to any one or more persons or entities.

"Governmental Authority" shall mean any nation or government, any state, province, city or municipal entity or other political subdivision thereof, and any governmental, executive, legislative, judicial, administrative or regulatory agency, department, authority,

instrumentality, commission, board or similar body, whether federal, state, provincial, territorial, local or foreign.

"Hercules Loan" shall mean the loans and advances made to Borrower by Hercules Capital, Inc. in accordance with the Hercules Loan Documents.

"Hercules Loan Documents" shall mean that certain Working Capital Loan and Security Agreement is made and dated as of January 8, 2021, as amended to date.

"Lien" shall mean any statutory or other lien, security interest, mortgage, deed of trust, pledge, charge, conditional sale, title retention agreement, capital lease or other encumbrance or similar right of others, and/or any agreement evidence the foregoing.

"Loan Documents" shall mean, collectively, this Agreement, the Note, the Security Documents, and each other agreement executed in connection with the transactions contemplated hereby or thereby, as each of the same may hereafter be amended, restated, supplemented or otherwise modified from time to time.

"Maturity Date" shall mean the sooner to occur of (a) the first (1st) anniversary of the Effective Date and (b) three business days after the consummation of an Equity Offering.

"Maximum Credit Line" shall mean the sum of One Million (\$1,000,000.00) Dollars.

"Obligations" shall mean all obligations, liabilities and indebtedness of Borrower to Lender, whether now existing or hereafter created, absolute or contingent, direct or indirect, due or not, whether created directly or acquired by assignment or otherwise, arising under or relating to this Agreement, the Note or any other Loan Document including without limitation all obligations, liabilities and indebtedness of the Borrower with respect to the principal of and interest on the Loans and all fees, costs, expenses and indemnity obligations of the Borrower hereunder or under any other Loan Document.

"Person" shall mean any natural person, corporation, limited liability company, limited liability partnership, business trust, joint venture, association, company, partnership or Governmental Authority.

"Prior Loans" shall mean the Decathlon Loan and the Hercules Loan.

"Security Agreement" shall mean the Security Agreement to be executed and delivered on the Closing Date by the Borrower and Lender.

"Security Documents" shall mean the Security Agreement and each other collateral security document delivered to Lender.

"Securities Act" shall mean the Securities Act of 1933, as amended (15 U.S. Code § 77a *et. seq.*).

"Subordination Agreement" means that certain Subordination Agreement of even date herewith among Debtor, Lender, Decathlon and Hercules.

"Term" shall mean the period of time commencing on the Effective Date and ending on the Maturity Date (as such date may be extended in accordance with this Agreement) unless sooner terminated in accordance herewith.

Exhibit 2.02(f)
Form of Secured Promissory Note

[attached]

Exhibit 2.02(g)
Form of Security Agreement

[attached]

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR ANY STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD, PLEDGED, ASSIGNED, OR OTHERWISE TRANSFERRED UNLESS A REGISTRATION STATEMENT WITH RESPECT THERETO IS EFFECTIVE UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR BORROWER (AS DEFINED BELOW) RECEIVES AN OPINION OF COUNSEL SATISFACTORY TO BORROWER THAT THIS NOTE MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED, OR OTHERWISE TRANSFERRED IN THE MANNER CONTEMPLATED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS.

SECURED CREDIT NOTE
(Original Issue Discount)

Not to Exceed the Principal Sum of \$1,000,000.00

July 22, 2024

FOR VALUE RECEIVED, Pineapple Energy, Inc., a Minnesota corporation having an office located at 10900 Red Circle Drive, Minnetonka, Minnesota 55343 (the "Borrower"), promises to pay to the order of **CONDUIT CAPITAL U.S. HOLDINGS LLC**, a Delaware limited liability company having an office located at 1451 Fort Cassin Road, Ferrisburg, Vermont 05456 ("Lender") or at such other place as the holder hereof may from time to time designate in writing, in federal funds immediately available in New York, all Loans (defined herein) made by Lender to Borrower hereunder in an amount not to exceed the aggregate principal sum of **One Million (\$1,000,000.00) Dollars** as indicated on the Grid Schedule attached hereto as Annex 1, as same shall be amended from time to time subsequent to the date hereof, in accordance with the Credit Agreement (defined herein).

This Secured Credit Note (the "Note") is the Secured Credit Note referred to in that certain Secured Credit Agreement of even date herewith between Borrower and Lender (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"). This Note is secured by that certain Security Agreement of even date herewith between the Borrower and Lender (the "Security Agreement"). This Note is subject to the terms and provisions of that certain Subordination Agreement of even date herewith among Borrower, Lender, Decathlon Specialty Finance, LLC, and Hercules Capital, Inc. Certain capitalized terms used in this Note which are not defined herein shall have the meanings ascribed to them in the Credit Agreement.

1. **Loans.**

a. Initial Loan. Lender is making an initial loan (the "Initial Loan") to Borrower in the principal sum of Five Hundred Thousand (\$500,000.00) Dollars to Borrower on the date hereof, on the terms and conditions set forth herein (the "Initial Loan") and in accordance with the Credit Agreement. Lender shall advance the Initial Loan to Borrower in an amount

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equal to such principal sum minus the Original Issue Discount.

b. **Discretionary Advances.** Commencing ninety (90) calendar days following the date of this Note and terminating on the first (1st) anniversary of the Closing Date (the "Termination Date"), Lender shall have the right, without commitment or obligation, to make one or more loans (each a "Loan" and collectively with the Initial Loan, the "Loans") to Borrower from time to time upon Borrower's written request as set forth in the Credit Agreement; provided that no Loan shall be made if, after giving effect to such Loan, the aggregate of all outstanding Loans would exceed the the principal sum of One Million (\$1,000,000.00) Dollars. Lender shall advance any Loan to Borrower in an amount equal to the principal sum of such Loan minus the Original Issue Discount. Lender is authorized to record the date, amount of each Loan, and the date and amount of each payment or prepayment of principal of each Loan by the Borrower in Lender's records and/or on the Grid Schedule as set forth in the Credit Agreement. The Grid Schedule and the books and records of Lender shall constitute presumptive evidence of the information so recorded, absent manifest error.

c. Notwithstanding any such deduction of the Original Issue Discount, Borrower is and shall remain liable to pay (a) the full principal amount of all Loans, inclusive of the Original Issue Discount and without giving effect to such deduction, and (b) interest, which shall accrue on the outstanding principal amount of such Loans, inclusive of the Original Issue Discount and without giving effect to such deduction from and after the Maturity Date. All calculations of interest and fees in respect of the Loans shall be calculated on the basis of their full stated principal sum. For the avoidance of doubt, the Original Issue Discount is and shall be deemed to be a part of the aggregate outstanding principal sum due under this Note.

2 . **Interest Rate.** Each Loan shall bear interest on the unpaid principal amount thereof (without deduction for the Ordinary Issue Discount) at an interest rate equal to Twenty Percent (20.0%) per annum; provided that payment in full of the Repayment Amount, inclusive of the Original Issue Discount, on the Maturity Date satisfies the interest accrual on the Loan from initial issuance to the Maturity Date. Upon the occurrence and during the continuance of an Event of Default, the outstanding principal amount of the Loans hereunder shall bear interest payable on demand at a rate of interest of five (5.0%) percent per annum in excess of the interest rate otherwise then in effect or, if less, the maximum lawful rate of interest. Interest on each Loan shall be calculated on the basis year of 360 days and shall be payable for the actual days elapsed.

3 . **Maturity.** On the Maturity Date, the entire outstanding Repayment Amount (including the Original Issue Discount) shall be due and payable in full without any notice or demand whatsoever being required.

4 . **Application of Payments.** All payments received by Lender hereunder shall be applied first, to interest in accordance with the Credit Agreement, second, to the unpaid

principal amount of all Loans then outstanding (including the Original Issue Discount), and third, to the payment of any fees, costs, expenses or charges then payable by Borrower to Lender hereunder, under the Credit Agreement or under any other document executed and delivered by Borrower to Lender or the holder hereof (or to either of their respective successors, assigns or Affiliates).

5 . **Event of Default.** Upon the occurrence of an Event of Default, Lender shall have the unconditional right, but not the obligation, to accelerate and declare this Note to be forthwith due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived.

6. **Usury Savings Clause.** Notwithstanding anything in to the contrary stated in this Note or the Credit Agreement, the obligation of the Borrower to make payments of interest shall be subject to the limitation that payments of interest shall not be required to be paid to Lender to the extent that the charging or receipt thereof would not be permissible under the law or laws applicable to Lender limiting the rates of interest that may be charged or collected by Lender. If the provisions of this Note or the Credit Agreement would at any time otherwise require payment by the Borrower to Lender of any amount of interest in excess of the maximum amount then permitted by applicable law, the interest payments shall be reduced to the extent necessary so that Lender shall not receive interest in excess of such maximum amount.

7. **Time of the essence.** Time is of the essence as to all dates set forth herein; provided, however that whenever any payment to be made under this Note shall be stated to be due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computations of payment of interest. "Business Day" shall mean any day except a Saturday, Sunday or other day on which commercial banks are required or permitted to close in the State of New York.

8 . **Borrower's Absolute Obligation.** No provision of this Note or the Credit Agreement shall alter or impair the obligation of Borrower, which is absolute and unconditional, to pay the principal of and interest due with respect to this Note at the place, at the respective times, and in the currency herein prescribed.

9. **Prepayment.** Borrower shall prepay the Loans prior to Maturity in accordance with the Credit Agreement.


10 . **Waivers.** The Borrower and all endorsers of this Note waive presentment, diligence, demand, protest, and notice of any kind in connection with this Note.

11. **Governing Laws.** This Agreement and the performance hereunder will be governed in all respects by the laws of the State of New York, without giving effect to principles of conflicts of laws or statutes. The parties agree that the sole and exclusive jurisdiction and

venue for any litigation arising from or relating to this Agreement or the subject matter hereof will be a federal or state court located in Suffolk County in the State of New York. Each party knowingly and voluntarily submits to personal jurisdiction over it in New York and to the exercise of jurisdiction over it by such court. Borrower knowingly and voluntarily waives and agrees not to assert by way of motion, as a defense or otherwise in any such suit, action or proceeding any claim that it is not personally subject to the jurisdiction of such federal or state courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this Note may not be litigated in or by such federal or state courts. BORROWER AND LENDER EACH HEREBY WAIVE ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION OR PROCEEDING, AT LAW OR IN EQUITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE.

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed and delivered by its duly authorized officer, as of the day and year and at the place first above written.

PINEAPPLE ENERGY, INC.

By: 
Name: James R. Brennan
Title: Chief Operating Officer

ANNEX 1

Grid Schedule to Revolving Credit Note
between Pineapple Energy, Inc. and MBB Energy, LLC

Date of Loan
Disbursement

Principal Amount of
Loan

Amount of Principal
Repaid

Notation
Made by

SECURITY AGREEMENT

This Security Agreement (this "Agreement") is made on July 22, 2024 ("Effective Date") by PINEAPPLE ENERGY, INC., a Minnesota corporation having an office located at 10900 Red Circle Drive, Minnetonka, Minnesota 55343 ("Debtor") in favor of CONDUIT CONDUIT CAPITAL U.S. HOLDINGS LLC, a Delaware limited liability company having an office located at 1451 Fort Cassin Road, Ferrisburg, Vermont 05456 ("Secured Party").

RECITALS

WHEREAS, Secured Party has agreed to make advances and extend loans (the "Loans") to Debtor in an aggregate principal amount not to exceed sum of One Million (\$1,000,000.00) Dollars in accordance with that certain line of Secured Credit Agreement between Debtor and Debtor of even date herewith (the "Credit Agreement"); and

WHEREAS, simultaneous with the execution of this Agreement, Debtor is executing and delivering to Secured Party that certain Secured Promissory Note (the "Note") of even date herewith, a copy of which is attached hereto as Annex 1 and made a part hereof; and

WHEREAS, to secure the rights of Secured Party pursuant to the Note and the Credit Facility Agreement, Debtor is granting Secured Party a first priority lien and security interest in all of Debtor's assets and properties on the terms specified in this Agreement.

1. Definitions.

1.1. "UCC" means the Uniform Commercial Code of the State of Minnesota or, when the laws of any other state govern the method or manner of the perfection or enforcement of any security interest in any of the Collateral, the Uniform Commercial Code as in effect from time to time in such state.

1.2. All terms used in this Agreement which are defined in the UCC shall have the meanings that are ascribed to them in the UCC.

1.3. "Account Debtor" means any Person obligated to pay monies to Debtor.

1.4. "Affiliate" means with respect to any specified Person, means any Person which is controlling, controlled by, or under common control with, directly or indirectly, such specified Person, and, if the Person referred to is a natural Person, any member of such Person's spouse, parent, sibling or descendants, including any trusts where the beneficiaries of the trust consist solely of such Person's spouse, parent, sibling or descendants. The term "control" (including, with correlative meaning, the terms "controlling," "controlled by" and "under common control with") as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause

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the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

1.5. "Collateral" means all properties, assets and rights of the Debtor, wherever located, whether now owned or hereafter acquired or arising, including without limitation all Accounts, Cash, Chattel Paper, Equipment, General Intangibles, Goods, Inventory (including vehicles), Instruments, and Software and all proceeds and products thereof and all accessions thereto, all substitutions and replacements therefor, all rents and profits of each of the foregoing, all books and records relating to the foregoing, all supporting obligations related thereto, and any and all proceeds of any insurance, indemnity, warranty and/or guaranty payable to the Debtor from time to time with respect to any of the foregoing.

1.6. "Liens" means any security interest, mortgage, deed of trust, pledge, lien, charge, encumbrance, title retention agreement or analogous instrument or device, including the interest of each lessor under any capitalized lease and the interest of any bondsman under any payment or performance bond, in, of or on any assets or properties of a Person, whether now owned or hereafter acquired and whether arising by agreement or operation of law or otherwise.

1.7. "Loan Documents" shall mean, collectively, this Agreement, the Note, the Credit Agreement, and each other agreement executed in connection with the transactions contemplated hereby or thereby, as each of the same may hereafter be amended, restated, supplemented or otherwise modified from time to time.

1.8. "Obligations" means all of the indebtedness, obligations and liabilities of Debtor to Secured Party whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising pursuant to this Agreement, the Note, the Credit Agreement and any and all other agreements between Debtor and Secured Party with respect to the due and prompt payment of (i) the principal (including original issue discount, if any) and interest on the Loans (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (ii) all other monetary obligations, including fees, costs, reasonable attorneys' fees and disbursements, reimbursement obligations, contract causes of action, expenses and indemnities, whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Debtor under or in respect of the Credit Agreement, the Note and/or this Agreement; and all other covenants, duties, debts, obligations and liabilities of any kind of the Debtor under or in respect of the Credit Agreement, the Note, this Agreement or any other document made, delivered or given in connection with any of the foregoing, in each case whether evidenced by a note or other writing, whether allowed in any bankruptcy, insolvency, receivership or other similar proceeding, whether

arising from an extension of credit, issuance of a letter of credit, acceptance, loan, guaranty, indemnification or otherwise, and whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, fixed or otherwise.

1.9. "Person" means a natural person, partnership (whether general or limited), trust, estate, association, corporation, limited liability company, custodian, nominee or any other individual or entity (in its own or any representative capacity).

1.10. "Subordination Agreement" means that certain Subordination Agreement of even date herewith among Debtor, Secured Party, Decathlon Specialty Finance, LLC ("Decathlon") and Hercules Capital, Inc. ("Hercules").

2. Grant of Security Interest. Debtor hereby grants and pledges to Secured Party, a continuing lien and security interest (the "Security Interest") in and to the Collateral to secure the payment and performance in full of all of the Obligations. The Security Interest is and shall be subject to the terms and conditions of the Subordination Agreement.

3. Authorization to File Financing Statements. Debtor irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that indicate the Security Interest and any other documents in any governmental or quasi-governmental jurisdictions relating to or perfecting the Security Interest.

4. Representations and Warranties of Debtor. Debtor represents and warrants to Secured Party that Debtor is the sole owner of the Collateral, free and clear of all Liens and encumbrances (other than the Liens of Decathlon and Hercules and the Security Interest being granted pursuant to this Agreement or otherwise to Secured Party).

5. Events of Default. Any one or more of the following events shall constitute an "Event of Default" under this Agreement:

5.1. Debtor does not make any payment under the Note as and when due;

5.2. Debtor does not pay the Obligations as and when due;

5.3. Debtor fails to comply with any of the covenants, agreements or warranties set forth in this Agreement, the Credit Agreement and/or the Note;

5.4. Any representation contained in this Agreement, the Credit Agreement and/or the Note shall be untrue, incomplete or misleading;

5.5. Debtor fails to comply with any provision contained in this Agreement; or

5.6. A default or any Event of Default with respect to any other written or oral agreement between Debtor and Secured Party (or any Affiliate of Secured Party).

6. Remedies. Upon the occurrence of an Event of Default, and at any time thereafter during the continuance of the Event of Default, Secured Party may at its option and without notice take any one or more of the following remedial steps:

6.1. Secured Party may declare the Obligations to be forthwith due and payable, whereupon all Obligations shall become and be forthwith due and payable, without presentment, notice of dishonor, protest or further notice of any kind, all of which the Debtor expressly waives;

6.2. Secured Party may take any action at law or in equity to collect the Obligations that are then due and/or that shall thereafter become due under the Note, the Credit Agreement and/or this Agreement;

6.3. Secured Party may but need not perform or observe any act on behalf and in the name, place and stead of Debtor (or at the Secured Party's option, in Secured Party's name). Secured Party may but need not take any and all other actions which Secured Party may reasonably deem necessary to cure or correct the Event of Default including the payment of taxes, the satisfaction of liens, the performance of obligations owed to Account Debtor, or other obligors, the procurement and maintenance of insurance, the execution of assignments, security agreements and financing statements, and the endorsement of instruments and any and all other papers that in the sole and absolute discretion of Secured Party are necessary and/or desirable to enforce Secured Party's rights hereunder;

6.4. Secured Party may notify any Account Debtor that Debtor's right to payment has been assigned or transferred to Secured Party and shall be paid directly to Secured Party. Debtor shall join in giving such notice if Secured Party so requests. At any time after Debtor or Secured Party gives such notice to an Account Debtor, Secured Party may, but need not, in Secured Party's name or in Debtor's name, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or securing any such right to payment, or grant any extension to, make any compromise or settlement with or otherwise agree to waive, modify, amend or change the obligations (including collateral obligations) due to Debtor by any such Account Debtor or other obligor; and

6.5. Secured Party may exercise any and all rights and remedies of a creditor under the UCC or other applicable law, including without limitation the right to take possession of, hold, collect, sell, lease, deliver, grant options to purchase or otherwise retain, liquidate or dispose of all or any portion of the Collateral. If notice prior to disposition of the Collateral or any portion thereof is necessary under applicable law, written notice mailed to Debtor not fewer than ten (10) days prior to the date of such disposition shall constitute reasonable notice, but notice given in any other reasonable manner shall be sufficient. So long as the sale of the Collateral is made in a commercially reasonable manner, the Secured Party may sell such Collateral on such terms and to such purchaser(s) as the Secured Party in its absolute discretion may choose, without assuming any credit risk and without any obligation to advertise or give notice of any kind

other than that necessary under applicable law. Without precluding any other methods of sale, the sale of the Collateral or any portion thereof shall have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of creditors disposing of similar property. At any sale of the Collateral, if permitted by applicable law, Secured Party may be the purchaser, licensee, assignee or recipient of the Collateral or any part thereof and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold, assigned or licensed at such sale, to use and apply any of the Obligations as a credit on account of the purchase price of the Collateral or any part thereof payable at such sale. To the extent permitted by applicable law, Debtor waives all claims, damages and demands it may acquire against the Secured Party arising out of the exercise by it of any rights hereunder. Debtor hereby waives and releases to the fullest extent permitted by law any right or equity of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling the Collateral and any other security for the Obligations or otherwise. At any such sale, unless prohibited by applicable law, Secured Party or any custodian may bid for and purchase all or any part of the Collateral so sold free from any such right or equity of redemption. Neither Secured Party nor any custodian shall be liable for failure to collect or realize upon any or all of the Collateral or for any delay in so doing, nor shall it be under any obligation to take any action whatsoever with regard thereto. Secured Party shall not be obligated to clean-up or otherwise prepare the Collateral for sale.

6.6. If any Event of Default shall have occurred and be continuing, any cash held by Secured Party as Collateral and all cash Proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied in whole or in part by Secured Party to the payment of expenses incurred by Secured Party in connection with the foregoing or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of Secured Party hereunder, including reasonable attorneys' fees, and the balance of such proceeds shall be applied or set off against all or any part of the Obligations in such order as Secured Party shall elect. Any surplus of such cash or cash Proceeds held by Secured Party and remaining after payment in full of all the Obligations shall be paid over to Debtor or to whomsoever may be lawfully entitled to receive such surplus. Debtor shall remain liable for any deficiency if such cash and the cash Proceeds of any sale or other realization of the Collateral are insufficient to pay the Obligations and the fees and other charges of any attorneys employed by Secured Party to collect such deficiency.

6.7. If Secured Party shall determine to exercise its rights to sell all or any of the Collateral pursuant to this Section, Debtor agrees that, upon request of Secured Party, Debtor shall at its own expense, do or cause to be done all such acts and things as may be necessary to make such sale of the Collateral or any part thereof valid and binding and in compliance with applicable law.

7. Non-Exclusivity. No remedy specified in this Agreement that is conferred or reserved to Secured Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every

other remedy given under the Note, the Credit Agreement and/or this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of such right or power, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

8 . Proceeds of Dispositions. Upon the occurrence and at any time during the continuance of an Event of Default and subject to the provisions of the Subordination Agreement, Secured Party shall be authorized in its sole and absolute discretion to apply the net proceeds received from the sale or other disposition of any Collateral from Debtor or from any other source in the following order of priority:

8.1. First, to payment of all fees, costs and expenses including without limitation reasonable attorneys' fees and expenses incurred in connection with Secured Party's enforcement of remedies authorized under this Agreement, the Note, and/or the Credit Facility Agreement;

8.2. Next, the balance (if any) of such net proceeds to the payment of the Obligations in any order determined by the Secured Party; and

8.3. Next, the balance (if any) of such net proceeds to Debtor as a court of competent jurisdiction may otherwise direct.

9 . Security Interest Absolute. Debtor hereby waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. All rights of Secured Party and liens and security interests hereunder, and all Obligations of Debtor hereunder, shall be absolute and unconditional irrespective of:

9.1. any illegality or lack of validity or enforceability of any Obligation or any related agreement or instrument;

9.2. any change in the time, place or manner of payment of, or in any other term of, the Obligations, or any rescission, waiver, amendment or other modification of the Credit Agreement, this Agreement or any other agreement, including any increase in the Obligations resulting from any extension of additional credit or otherwise;

9.3. any taking, exchange, substitution, release, impairment or non-perfection of any Collateral or any other collateral, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for all or any of the Obligations;

9.4. any manner of sale, disposition or application of proceeds of any Collateral or any other collateral or other assets to all or part of the Obligations;

9.5. any default, failure or delay, willful or otherwise, in the performance of the Obligations;

9.6. any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, Debtor against Secured Party; and/or

9.7. any other circumstance including without limitation any statute of limitations or manner of administering the Loans or any existence of or reliance on any representation by Secured Party that might vary the risk of Debtor or otherwise operate as a defense available to, or a legal or equitable discharge of, Debtor or any other grantor, guarantor or surety.

10. Books and Records; Inspection and Examination. Debtor shall maintain accurate books of record (in any format or media) and account for itself pertaining to the Collateral and pertaining to Debtor's business and financial condition and such other matters as Secured Party may from time to time request. Debtor shall maintain true and complete entries in all of its books of record in accordance with generally-accepted accounting principles applied on a consistent basis. Upon Secured Party's request, Debtor shall permit Secured Party: (a) to audit, review, make extracts from and/or copy any and all such books of record of Debtor any time and from time to time, at Debtor's sole cost; (b) to send and discuss with any Account Debtor and other obligor requests for verification of amounts owed to Debtor; and (c) to discuss Debtor's affairs with any of Debtor's directors, officers, employees, agents, accountants and/or representatives. Debtor hereby irrevocably authorizes all accountants and third parties to disclose and deliver to Secured Party, at Debtor's sole expense, all financial information, books and records, work papers, management reports and other information in their possession regarding Debtor. Debtor shall permit Secured Party or its employees, accountants, attorneys and agents to examine and inspect any and all Collateral and any other property or asset of Debtor at any time and from time to time.

11. Covenants. So long as any Obligations are outstanding, Debtor covenants and agrees that it shall comply at all times with the following requirements:

11.1. Debtor shall maintain its corporate existence in good standing in its state of incorporation;

11.2. Debtor shall pay all franchise and other fees and taxes due in connection therewith;

11.3. Debtor shall file all required federal, state and local income tax returns and pay all taxes shown to be due thereon with the applicable government taxing authorities;

11.4. Debtor shall not sell, offer to sell, dispose of, lease, convey, assign, transfer, grant any option with respect to, restrict, or grant, create, permit or suffer to exist any mortgage, pledge, lien, security interest, option, right of first offer, encumbrance or

other restriction or limitation of any nature whatsoever on or otherwise dispose of any Collateral or any interest therein, whether in one transaction or in a series of transactions, to any Person other than as set forth in the Subordination Agreement;

11.5. Debtor shall not, without providing at least 30 days' prior written notice to the Secured Party, change its legal name, identity, type of organization, jurisdiction of organization, corporate structure, location of its chief executive office or its principal place of business or its organizational identification number. Debtor shall, prior to any change described in the preceding sentence, take all actions reasonably requested by the Secured Party to maintain the perfection and priority of the Secured Party's security interest in the Collateral;

11.6. Debtor shall, at its own cost and expense, defend title to the Collateral and the lien and security interest of the Secured Party therein against the claim of any person claiming against or through the Debtor and shall maintain and preserve such perfected security interest for so long as this Agreement shall remain in effect; and

11.7. Debtor shall keep the Collateral in good order and repair and will not use the same in violation of law or any policy of insurance thereon. Debtor shall permit the Secured Party, or its designee, to inspect the Collateral at any reasonable time, wherever located.

12. Power of Attorney. Secured Party and its legal representatives and agents, with full power of substitution, its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Debtor or in Secured Party's own name, for the purpose of doing any and all acts and things which Secured Party may deem necessary or appropriate to perfect and continue perfection of the Security Interest and other rights granted in this Agreement and to protect the Collateral including but not limited to the filing of UCC-1 and other financing statements covering the Collateral in Debtor's name as Debtor's attorney-in-fact, wherever and whenever Secured Party deems appropriate.

13. No Duty on Secured Party. The powers conferred on Secured Party pursuant to this Agreement are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Secured Party shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers and neither Secured Party nor any of its agents shall be responsible to Debtor for any act or failure to act whatsoever. Secured Party shall have no duty with respect to the care and preservation of the Collateral beyond the exercise of reasonable care. Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which Secured Party accords its own property, it being understood that Secured Party shall not have any responsibility for (a) ascertaining or taking action with respect to any claims, the nature or sufficiency of any payment or performance by any party under or pursuant to any agreement relating to the Collateral or other matters relative to any Collateral, whether or not Secured Party has or is deemed to have knowledge of such matters, or (b) taking any necessary steps to preserve rights against any Person with

respect to any Collateral. Nothing set forth in this Agreement, nor the exercise by the Secured Party of any of the rights and remedies hereunder, shall relieve Debtor from the performance of any obligation on Debtor's part to be performed or observed in respect of any of the Collateral.

14. No Waiver by Secured Party. Secured Party shall not be deemed to have waived any of its rights or remedies in respect of the Obligations or the Collateral unless such waiver shall be in writing and signed by Secured Party. No delay or omission on the part of Secured Party in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All rights and remedies of Secured Party with respect to the Obligations or the Collateral shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Secured Party deems expedient.

15. Debtor agrees that at any time and from time to time, at Debtor's sole expense, it shall promptly execute and deliver all further instruments and documents, obtain such agreements from third parties, and take all further action, that may be necessary or desirable, or that Secured Party may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby or to enable Secured Party to exercise and enforce its rights and remedies hereunder or under any other agreement with respect to any Collateral.

16. General Provisions.

16.1. Notices. All notices, requests and demands to any party hereto shall be made in writing and shall be conclusively deemed to have been received by a party hereto and to be effective on the day on which delivered by hand to such party or one business day after being sent by nationally recognized overnight courier service. Each such notice shall be given to a party at its address set forth in the Preamble to this Agreement. Either party may give notice to the other party about a change in its address.

16.2. Effectiveness. This Agreement shall become effective on the date on which all parties hereto shall have signed a counterpart copy hereof and shall have delivered the same to Secured Party. All representations and warranties made herein and in the other Loan Documents shall survive the making by Secured Party of the Loans and the execution and delivery to Secured Party of the Note and shall continue in full force and effect so long as the Obligations hereunder are outstanding and unpaid. The obligations of Debtor under this Agreement shall survive the termination hereof through and including the date of full payment of the Obligations.

16.3. Expenses. Debtor agrees to pay or reimburse Secured Party for all its reasonable out-of-pocket costs and expenses incurred in connection with the preparation and execution of and any amendment or modification to this Agreement, the Note or any other Loan Documents and the consummation of the transactions contemplated hereby and

thereby, including without limitation reasonable attorneys fees and expenses, and to pay or reimburse Secured Party for all its costs and expenses incurred in connection with the enforcement and preservation of any rights under this Agreement, the Note, the Loan Documents, and any other documents prepared in connection herewith or therewith, including without limitation reasonable fees and expenses of Secured Party, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Obligations.

16.4. Amendments. This Agreement shall not be amended or changed unless made in writing and executed by both parties.

16.5. Successors and Assigns. This Agreement shall be binding upon Debtor and its successors and assigns. This Agreement shall inure to the benefit of Secured Party, all future holders of the Note and the successors and assigns of each of the foregoing. As used in this Agreement, "Secured Party" shall mean Secured Party and its successors, assigns and Affiliates.

16.6. No Waiver; Cumulative Remedies. Secured Party reserves the right to waive any of the conditions precedent to its obligations hereunder. Neither any failure nor any delay on the part of Secured Party in exercising any right, power or privilege hereunder or under any Note or any other Loan Document shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege. The rights, remedies, powers and privileges herein provided or provided in the other Loan Documents are cumulative and not exclusive of any rights, remedies powers and privileges provided by law.

16.7. Entire Agreement. The Loan Documents contain all of the agreements between the parties relating to the Loans, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged herein and therein.

16.8. Governing Law and Disputes. This Agreement and the performance hereunder will be governed in all respects by the laws of the State of New York, without giving effect to principles of conflicts of laws or statutes. The parties agree that the sole and exclusive jurisdiction and venue for any litigation arising from or relating to this Agreement or the subject matter hereof will be a federal or state court located in Suffolk County in the State of New York. Each party knowingly and voluntarily submits to personal jurisdiction over it in New York and to the exercise of jurisdiction over it by such court. Debtor knowingly and voluntarily waives and agrees not to assert by way of motion, as a defense or otherwise in any such suit, action or proceeding any claim that it is not personally subject to the jurisdiction of such federal or state courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this Agreement, the Note, the Security Agreement and/or any other document or instrument referred to herein or therein or the subject matter hereof or thereof may not be litigated in or by such federal or state courts. EACH PARTY HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION OR PROCEEDING, AT LAW

OR IN EQUITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE NOTE, ANY LOAN DOCUMENT AND/OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY.


16.9. Severability. In case any one or more of the provisions contained in this Agreement, the Note or any Loan Document should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

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16.10. Counterparts. This Agreement may be executed in two or more counterparts, and by original, facsimile or PDF (portable document format) signatures, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.


PINEAPPLE ENERGY, INC.

by: 

Name: James R. Brennan
Title: Chief Operating Officer

CONDUIT CAPITAL U.S. HOLDINGS LLC

By: Pangaea Investments, LLC

by: 

Name: Robert Zulkoski
Title: Sole Member

ANNEX 1

Form of Note

EXECUTION VERSION

SECURED CREDIT AGREEMENT

This Secured Credit Agreement (this "Agreement") is made on July 22, 2024 ("Effective Date") between **Pineapple Energy, Inc.**, a Minnesota corporation having an office located at 10900 Red Circle Drive, Minnetonka, Minnesota 55343 ("Borrower") and **MBB Energy, LLC**, a New York limited liability company having an office located at 171 Remington Boulevard, Ronkonkoma, New York 11779 ("Lender").

RECITALS

The Borrower has requested Lender to extend credit from time to time and Lender is willing to extend such credit to the Borrower, subject to the terms and conditions set forth herein and in the Subordination Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Article I. DEFINITIONS

Section 1.01 Certain capitalized terms used in this Agreement are defined on Exhibit 1.01.

Article II. LOANS

Section 2.01 Loans.

(a) Initial Loan. On the Effective Date, Lender shall make an initial loan (the "Initial Loan") to Borrower in the principal sum of Five Hundred Thousand (\$500,000.00) Dollars on the terms and conditions set forth in this Agreement. Lender shall advance the Initial Loan to Borrower in an amount equal to eighty percent (80%) of such principal sum, which shall constitute an original issue discount. The amount of such original issue discount is a sum equal to twenty (20%) percent (the "Original Issue Discount") in accordance with Article 10 hereof.

(b) Additional Loans. Commencing ninety (90) calendar days following the Effective Date and terminating on the Maturity Date, Lender shall have the right, without commitment or obligation, to make one or more loans (each, a "Loan" and collectively with the Initial Loan, the "Loans") to Borrower from time to time upon Borrower's written request as set forth herein; provided that no Loan shall be made if, after giving effect to such Loan, the aggregate principal sum of all outstanding Loans would exceed the Maximum Credit Line.

(c) Funding. Lender shall advance each Loan to Borrower in an amount equal to the principal sum of such Loan minus the Original Issue Discount.

EXECUTION VERSION

(d) Loan Requests. Borrower shall give Lender written notice (a "Loan Request Notice") to request a Loan hereunder. The Loan Request Notice shall be irrevocable and shall specify with particularity the amount of the proposed Loan, the proposed use of the Loan proceeds, and the proposed Borrowing Date.

(e) Maturity. On the Maturity Date, Borrower shall, without any notice or demand whatsoever being required, immediately repay in full the unpaid principal amount of all Loans then outstanding (including the Original Issue Discount), together with all other amounts due and payable hereunder and under the other Loan Documents (collectively, the "Repayment Amount").

(f) Secured Credit Note. The Loans to be made by Lender to Borrower hereunder shall be evidenced by a Secured Credit Note (the "Note"), in substantially the form attached hereto as Exhibit 2.01(f), duly executed and delivered on behalf of Borrower and payable to the order of Lender in a principal amount equal to the Maximum Credit Line. Lender is authorized to record the date, amount of each Loan, and the date and amount of each payment or prepayment of principal of each Loan by the Borrower in Lender's records and/or on the grid schedule annexed to the Note; provided that the failure of Lender to set forth each such Loan, payment and other information shall not in any manner affect the obligation of Borrower to repay in full each Loan made by Lender in accordance with the terms of the Note and this Agreement. The Note, the grid schedule, and the books and records of Lender shall constitute presumptive evidence of the information so recorded absent manifest error.

(g) Security Agreement. The Note shall be secured by the Security Agreement to be made by Borrower in favor of Secured Party, in substantially the form attached hereto as Exhibit 2.01(g), duly executed and delivered on behalf of Borrower.

(h) Subordination Agreement. The rights and remedies of the parties hereto shall be subject to the terms and conditions of the Subordination Agreement.

Article III. PROVISIONS RELATING TO LOANS

Section 3.01 Interest. Each Loan shall bear interest on the unpaid principal amount thereof (without deduction for the Ordinary Issue Discount) at an interest rate equal to Twenty Percent (20.0%) per annum; provided that payment in full on the Maturity Date as provided in Section 2.01(e) satisfies the interest accrual on the Loan from initial issuance to the Maturity Date.

Section 3.02 Default Interest. Upon the occurrence and during the continuance of an Event of Default, the outstanding principal amount of the Loans shall bear interest payable on demand at a rate of interest of five (5.0%) percent per annum in excess of the interest rate otherwise then in effect or, if less, the maximum lawful rate of interest.

Section 3.03 Usury Savings Clause. Anything in this Agreement or the Note to the contrary notwithstanding, the obligation of the Borrower to make payments of interest shall be subject to the limitation that payments of interest shall not be required to be paid to Lender to the extent that the charging or receipt thereof would not be permissible under the law or laws applicable to Lender limiting the rates of interest that may be charged or collected by Lender. If the provisions of this Agreement or any Note would at any time otherwise require payment by the Borrower to Lender of any amount of interest in excess of the maximum amount then permitted by applicable law, the interest payments shall be reduced to the extent necessary so that Lender shall not receive interest in excess of such maximum amount.

Section 3.04 Computation. Interest on each Loan shall be calculated on the basis year of 360 days and shall be payable for the actual days elapsed.

Section 3.05 Prepayment. Prior to Maturity, the Borrower shall prepay Loans upon the occurrence of either or both of the following events:

(a) In the event that Borrower consummates one or more Equity Offerings in which Borrower derives aggregate gross proceeds of at least \$3,150,000, Borrower shall prepay the the unpaid principal amount of the Initial Loan (including the Original Issue Discount) simultaneous with the closing of such Equity Offerings; and/or

(b) In the event that Borrower consummates one or more Equity Offerings in which Borrower derives aggregate gross proceeds of at least \$4,400,000, Borrower shall prepay the Repayment Amount in full simultaneous with the closing of such Equity Offerings. Upon such full payment to Lender, Borrower shall be discharged of the Obligations hereunder and the Note shall be deemed satisfied and paid in full.

Section 3.06 Manner of Payment. All payments on the Loans shall be made in lawful money of the United States of America no later than 12:00 PM on the date on which such payment is due by wire transfer of immediately available funds to Lender's account at a bank specified by Lender in writing to Borrower from time to time.

Article IV. REPRESENTATIONS AND WARRANTIES

To induce Lender to enter into this Agreement and to make the Loans herein provided for, Borrower represents and warrants to Lender that the following statements are true and correct on the Effective Date and shall be true and correct at all times during the Term:

Section 4.01 Organization, Powers. Borrower is a corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota. Borrower has the power and authority to own its properties and to carry on its business as now being conducted. Borrower is duly qualified to do business in every jurisdiction wherein the

conduct of its business or the ownership of its properties are such as to require such qualification. Borrower has the power to execute, deliver and perform each of the Loan Documents.

Section 4.02 Enforceable Obligations. This Agreement and each other Loan Document to which the Borrower is a party constitutes a legal, valid and binding obligation of the Borrower, enforceable against Borrower in accordance with its terms.

Section 4.03 Authorization. The execution, delivery and performance by Borrower of this Agreement and the other Loan Documents to which it is a party (1) have been duly authorized by all requisite corporate action; (2) will not violate or require any consent under any provision of law applicable to Borrower, any rule or regulation of any Governmental Authority, or the Charter Documents of Borrower; and (3) will not conflict with, result in a breach of or constitute, with due notice and/or lapse of time, a default under any agreement to which Borrower is a party or result in the creation or imposition of any Lien of any nature whatsoever upon any of the property or assets of Borrower.

Section 4.04 Taxes. Borrower has filed or caused to be filed all federal, state and local tax returns which are required to be filed, and has paid or has caused to be paid all taxes as shown on said returns or on any assessment it has received, to the extent that such taxes have become due.

Section 4.05 Title to Properties. Borrower has good title to its properties and assets, and all such properties and assets are free and clear of all Liens subject only to the existing Liens of the Prior Loans and the terms and conditions of the Subordination Agreement.

Section 4.06 Litigation. There are no actions, suits or proceedings pending or threatened against or affecting the Borrower or before or by any Governmental Authority which involve the transactions contemplated herein. Borrower is not in default with respect to any judgment, writ, injunction, decree, rule or regulation of any Governmental Authority.

Section 4.07 Security Agreement. The Security Agreement shall constitute a valid and continuing lien on and security interest in the Collateral referred to in such Security Agreement in favor of Lender, for the benefit of Lender, which shall be prior to all other Liens, claims and rights of all other Persons in such Collateral whatsoever, subject only to the existing Liens of the Prior Loans and the terms and conditions of the Subordination Agreement.

Section 4.08 Permits and Licenses. Borrower has all permits, licenses, certifications, authorizations and approvals required for it lawfully to own and operate its business.

Section 4.09 Compliance with Laws. Borrower is in compliance with all laws, rules, regulations, orders and decrees which are applicable to it or any of its properties.

Section 4.10 Disclosure. This Agreement, the Note, any other Loan Document, and any and all other documents, certificates or written statements furnished to Lender by or on behalf of the Borrower for use in connection with the transactions contemplated by this Agreement do not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances in which they were made.

Article V. CONDITIONS OF LENDING

Section 5.01 Conditions to Initial Extension of Credit. The Closing and the making of the Initial Loan are subject to the satisfaction or waiver by Lender of the following conditions precedent:

(a) Agreement. On or prior to the Closing Date, Lender shall have received this Agreement, the Note, and the Security Documents, each duly executed by the Borrower.

(b) Other Lender Agreements. On or prior to the Closing Date, Lender shall have received a copy of the secured credit agreement, the secured credit note and the security documents, each duly executed by the Borrower and an affiliate of Conduit Capital U.S. Inc. (the "Other Lender") in the same form as the Agreement, the Note, and the Security Documents (the "Other Lender Agreements") with only such changes necessary and appropriate to reflect the Other Lender as the counterparty.

(c) Intercreditor Agreement. On or prior to the Closing Date, Lender shall have received the intercreditor agreement (the "Intercreditor Agreement") of even date herewith between the Lender and the Other Lender, duly executed by the Other Lender.

(d) Other Loan. On the Closing Date, Lender shall have received evidence of the making of an initial loan under the Other Lender Agreements in the same amount as contemplated under this Agreement.

(e) Decathlon Consent. On or prior to the Closing Date, Lender shall have received the written consent of Decathlon to Borrower's execution of the Loan Documents and the confirmation that to the best of Decathlon's knowledge, there is no event of default existing or continuing nor any other event that has occurred which would be an event of default but for the passage of time under the Decathlon Loan Documents and related agreements with Borrower and/or its affiliated entities.

(f) Hercules Consent. On or prior to the Closing Date, Lender shall have received the written consent of Hercules to Borrower's execution of the Loan Documents and the confirmation that to the best of Hercules' knowledge, there is no event of default existing or continuing nor any other event that has occurred which would be an event of default but for the passage of time under the Hercules Loan Documents and related agreements with Borrower and/or its affiliated entities.

(g) Subordination Agreement. On or prior to the Closing Date, Lender shall have received the Subordination Agreement, duly executed by Borrower, Decathlon and Hercules.

(h) Board Resolutions. On or prior to the Closing Date, Lender shall have received a true and complete copy of resolutions adopted by the Board of Directors of Borrower authorizing the execution, delivery and performance of the Loan Documents.

(i) UCC Recording. On or prior to the Closing Date, Lender shall have received each Loan Document, including without limitation UCC-1 Financing Statements required by the Security Documents and/or under the laws of any jurisdiction to be filed, registered or recorded in order to create, in favor of Lender, a perfected lien on the Collateral described in the Security Documents, in form to be properly filed, registered or recorded, in the office in such jurisdiction.

(j) Fees and Expenses. On or prior to the Closing Date, Lender shall have received payment of all interest, fees and reimbursement of expenses payable to Lender pursuant to this Agreement and the other Loan Documents, including without limitation the fees and expenses of legal counsel engaged by Lender, search fees, filing fees, recording fees and service company fees, if any.

(k) No Litigation. No action, suit, investigation, litigation or proceeding affecting Borrower shall be pending or threatened before any court, governmental agency or arbiter.

Section 5.02 Conditions to Additional Loans. The making of Loans by Lender subsequent to the Closing Date is subject to the following conditions precedent (and in any event at Lender's sole discretion):

(a) No Default. No Event of Default shall have occurred and be continuing on the Borrowing Date or will result after giving effect to the Loan requested.

(b) Availability. After giving effect to any requested Loan, the aggregate outstanding amount due on all Loans, including principal, interest and all other charges, shall not exceed the Maximum Credit Line.

(c) Representations. The representations and warranties by Borrower set forth herein shall be true and correct on and as of the date on which Lender makes each such Loan to Borrower.

Article VI. AFFIRMATIVE COVENANTS

Borrower covenants and agrees that at all times during the Term, it shall do all of the following:

Section 6.01 Existence, Properties. Borrower shall do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence and comply in all material respects with all laws applicable to it; at all times maintain, preserve and protect all trade names and preserve all of its properties used or useful in the conduct of its business and keep the same in good repair, working order and condition and from time to time make, or cause to be made, all needful and proper repairs, replacements and improvements thereto so that the business carried on in connection therewith may be properly and advantageously conducted in the ordinary course at all times; and at all times maintain general liability insurance covering its assets and its businesses with financially sound and reputable insurance companies or associations in amounts as are usually carried by companies engaged in the same or similar business.

Section 6.02 Payment of Indebtedness and Taxes. Borrower shall pay all indebtedness and obligations, now existing or hereafter arising, as and when due and payable and promptly pay and discharge, or cause to be paid and discharged, all taxes, assessments and government charges or levies imposed upon it or upon its income and profits, or upon any of its property, real, personal or mixed, or upon any part thereof, before the same shall become in default, as well as all lawful claims for labor, materials and supplies or otherwise which, if unpaid, might become a lien or charge upon such properties or any part thereof.

Section 6.03 Access to Premises. Borrower shall at any time permit Lender, upon written request, or any representative thereof, to visit the properties of Borrower during normal working hours.

Section 6.04 Notice of Default. Borrower shall promptly notify Lender of any Event of Default which shall have occurred hereunder or under any of the Loan Documents, which notice shall include a written statement as to such occurrence, specifying the nature thereof and the action, if any, which is proposed to be taken with respect thereto.

Section 6.05 Notice of Litigation. Borrower shall promptly notify Lender of the commencement of any action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency.

Section 6.06 Notice of Default in Other Agreements. Borrower shall promptly notify Lender of any default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which Borrower is a party.

Section 6.07 Compliance with Applicable Laws. Borrower shall promptly comply with the requirements of all applicable laws, rules, regulations and orders of any federal, state or local governmental authority.

Section 6.08 Board Seat. Subject to the customary board nomination process of Borrower, the charter documents of Borrower, and as required by applicable federal and state laws, as soon as reasonably practicable after the Closing Date, Borrower shall nominate to the board of directors of Borrower a designee of the Other Lender, which individual shall be designated pursuant to the Intercreditor Agreement.

Article VII. NEGATIVE COVENANTS

Borrower covenants and agrees with Lender that so long as all or any of the principal of and/or interest on any Note or any other Obligations hereunder shall be unpaid, it shall not directly or indirectly:

Section 7.01 No Other Liens. Incur, create, assume or suffer to exist any lien on any of their respective assets now or hereafter owned, other than Liens granted to Lender under this Agreement, any other Loan Document, or the Prior Loans.

Section 7.02 Indebtedness. Incur, create, assume or suffer to exist or otherwise become liable in respect of any indebtedness whatsoever, other than Indebtedness to Lender under this Agreement, the Notes, any other Loan Document, or the Prior Loans.

Section 7.03 Guarantees. Guarantee, endorse, become surety for, or otherwise in any way whatsoever become or be responsible for the Indebtedness or obligations of any Person.

Section 7.04 Impairment of Security Interest. Subject to the terms and conditions of the Subordination Agreement, take or omit to take any action which could reasonably be expected to have the result of impairing the security interest in any property subject to a security interest in favor of Lender or grant to any person any interest whatsoever, whether subordinate or otherwise, in any property which is subject to a security interest in favor of Lender.

Section 7.05 Charter Documents. Amend, change and/or restate the Charter Documents.

Article VIII. EVENTS OF DEFAULT

Section 8.01 Events of Default. An "Event of Default" shall mean the happening of any one or more of the following events:

(a) Failure to pay the principal of or interest on any Loan or any other amount due under this Agreement or the Loan Documents as and when due and payable;

(b) Failure to pay the principal of or interest on any Loan or any other amount as and when due and payable under the Prior Loans or the Contemporaneous Loans;

(c) Default in the due observance or performance of any covenant, condition or agreement set forth herein or any of the Loan Documents, if such default shall continue unremedied for a period of fifteen (15) days after written notice specifying the default with particularity;

(d) Any representation or warranty made or deemed made in this Agreement or any other Loan Document shall have been false or misleading when made or given;

(e) Borrower shall voluntarily commence any proceeding or file any petition seeking relief under Title 11 of the United States Code or any other federal or state bankruptcy, insolvency or similar law or become unable or admit in writing its inability or fail generally to pay its debts as they become due;

(f) An involuntary proceeding shall be commenced or an involuntary petition shall be filed under Title 11 of the United States Code or any other federal or state bankruptcy insolvency or similar law;

(g) One or more orders, judgments or decrees for the payment of money in excess of \$25,000.00 in the aggregate shall be rendered against Borrower and the same shall not have been paid in accordance with such judgment, order or decree; and/or

(h) Any of the Liens purported to be granted pursuant to any Security Document shall fail or cease for any reason to be legal, valid and enforceable liens on the collateral purported to be covered thereby or shall fail or cease to have the priority purported to be created thereby.

(i) Cross-Acceleration. The Prior Loans, the Contemporaneous Loans and/or any other indebtedness of Borrower is accelerated by the relevant lender.

Section 8.02 Remedies upon Event of Default. Upon the occurrence of an Event of Default and/or at any time thereafter during its continuance, Lender may, by written or telephonic notice to the Borrower, take either or both of the following actions at the same or different times: (a) terminate this Agreement and/or (b) declare the Note and any and all other Obligations to be forthwith due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the Note or Security Documents to the contrary notwithstanding *provided, however* that, if an Event of Default described in Section 8.01(e) or Section 8.01(f) shall occur, the principal of (including Original Issue Discount) and accrued interest on all outstanding Loans shall become immediately due and payable without any notice, declaration, or other act on the part of the Lender; and/or (c) subject to the Subordination Agreement, exercise any or all of its rights, powers, or remedies under the Security Agreement or applicable law.

Article IX. INDEMNIFICATION

Section 9.01 Indemnification. Borrower shall indemnify and defend Lender and its members, employees, contractors and agents and the Affiliates of each of the foregoing, and shall hold each of them harmless from and against any and all injuries, claims, damages, judgments, liabilities, costs and expenses including without limitation reasonable attorneys' fees and expenses which may be incurred by or asserted against Lender in connection with or arising out of (a) any breach of Borrower's covenants or warranties set forth in this Agreement; (b) any representation of Borrower as set forth in this Agreement shall be untrue, incomplete or misleading; (c) the actions and omissions of Borrower and/or its employees, contractors, agents and their respective Affiliates; and/or (d) the fraud, willful misconduct or gross negligence of Borrower and/or its employees, contractors and agents and their respective Affiliates.

Article X. ORIGINAL ISSUE DISCOUNT

Section 10.01 Original Issue Discount. Borrower acknowledges and agrees that the Original Issue Discount is compensation to Lender for foregone earnings and that such Original Issue Discount is not a fee for services. The Original Issue Discount shall constitute interest paid in advance, and is in addition to, and is excluded from, the interest that shall accrue on the Loans in accordance with Article III.

Section 10.02. Tax Treatment. The parties agree that the Loans are being issued with "original issue discount" for United States income tax purposes in accordance with the requirements under the Internal Revenue Code, as amended. The parties shall treat and report all payments made pursuant to this Agreement consistent with the foregoing characterization for all tax purposes. The parties shall not take any position to the contrary or file any tax return, report or declaration inconsistent with such treatment.

Section 10.03 Principal Sum. Borrower agrees that the funded amount of all Loans shall be reduced by the Original Issue Discount, which sum shall be retained by Lender. Borrower agrees that, notwithstanding such deduction of the Original Issue Discount, Borrower is and shall remain liable to pay (a) the full principal amount of all Loans, inclusive of the Original Issue Discount and without giving effect to such deduction, and (b) interest, which shall accrue as provided in Section 3.01 hereof on the outstanding principal amount of such Loans, inclusive of the Original Issue Discount and without giving effect to such deduction. All calculations of interest and fees in respect of the Loans shall be calculated on the basis of their full stated principal sum. For the avoidance of doubt, the Original Issue Discount is and shall be deemed to be a part of the aggregate outstanding principal sum due hereunder and under the Note.

Section 10.04 Fully Earned. The Original Issue Discount for any Loan shall be fully earned by Lender on the Borrowing Date thereof.

Article XI. GENERAL PROVISIONS

Section 11.01 Notices. All notices, requests and demands to any party hereto shall be made in writing and shall be conclusively deemed to have been received by a party hereto and to be effective on the day on which delivered by hand to such party or one business day after being sent by nationally recognized overnight courier service. Each such notice shall be given to a party at its address set forth in the Preamble to this Agreement. Either party may give notice to the other party about a change in its address.

Section 11.02 Effectiveness. This Agreement shall become effective on the date on which all parties hereto shall have signed a counterpart copy hereof and shall have delivered the same to Lender. All representations and warranties made herein and in the other Loan Documents shall survive the making by Lender of the Loans and the execution and delivery to Lender of the Note and shall continue in full force and effect so long as the Obligations hereunder are outstanding and unpaid. The obligations of Borrower under this Agreement shall survive the expiration of the Term through and including the date of full payment of the Obligations.

Section 11.03 Expenses. Borrower agrees to pay or reimburse Lender for all its reasonable out-of-pocket costs and expenses incurred in connection with the preparation and execution of and any amendment or modification to this Agreement, the Note or any other Loan Documents and the consummation of the transactions contemplated hereby and thereby, including without limitation reasonable attorneys fees and expenses, and to pay or reimburse Lender for all its costs and expenses incurred in connection with the enforcement and preservation of any rights under this Agreement, the Note, the Loan Documents, and any other documents prepared in connection herewith or therewith, including without limitation reasonable fees and expenses of Lender, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Obligations.

Section 11.04 Amendments. This Agreement shall not be amended or changed unless made in writing and executed by both parties.

Section 11.05 Successors and Assigns. This Agreement shall be binding upon Borrower and its successors and assigns. This Agreement shall inure to the benefit of Lender, all future holders of the Note and the successors and assigns of each of the foregoing.

Section 11.06 No Waiver; Cumulative Remedies. Neither any failure nor any delay on the part of Lender in exercising any right, power or privilege hereunder or under any Note or any other Loan Document shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege. The rights, remedies, powers and privileges herein provided or provided in the other Loan Documents are cumulative and not exclusive of any rights, remedies powers and privileges provided by law.

Section 11.07 Entire Agreement. The Loan Documents contain all of the agreements between the parties relating to the Loans, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged herein and therein.

Section 11.08 Governing Law; Disputes. This Agreement and the performance hereunder will be governed in all respects by the laws of the State of New York, without giving effect to principles of conflicts of laws or statutes. The parties agree that the sole and exclusive jurisdiction and venue for any litigation arising from or relating to this Agreement or the subject matter hereof will be a federal or state court located in Suffolk County in the State of New York. Each party knowingly and voluntarily submits to personal jurisdiction over it in New York and to the exercise of jurisdiction over it by such court. Borrower knowingly and voluntarily waives and agrees not to assert by way of motion, as a defense or otherwise in any such suit, action or proceeding any claim that it is not personally subject to the jurisdiction of such federal or state courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this Agreement, the Note, the Security Agreement and/or any other document or instrument referred to herein or therein or the subject matter hereof or thereof may not be litigated in or by such federal or state courts. EACH PARTY HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION OR PROCEEDING, AT LAW OR IN EQUITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE NOTE, ANY LOAN DOCUMENT AND/OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY.


Section 11.09 Severability. In case any one or more of the provisions contained in this Agreement, the Note or any Loan Document should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

[continues on next page]

Section 11.10 Counterparts. This Agreement may be executed in two or more counterparts, and by original, facsimile or PDF (portable document format) signatures, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, Borrower and Lender have caused this Agreement to be duly executed by their duly authorized officers on the Effective Date.

PINEAPPLE ENERGY, INC.

by:  _____
Name: James R. Brennan
Title: Chief Operating Officer

MBB ENERGY, LLC

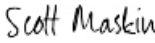
by:  _____
Name: Scott Maskin
Title: Member

Exhibit 1.01

Definitions

As used herein, the following words and terms shall have the meanings ascribed below:

“Affiliate” shall mean with respect to a specified Person, another Person which, directly or indirectly, controls or is controlled by or is under common control with such specified Person. For the purpose of this definition, “control” of a Person shall mean the power, direct or indirect, to direct or cause the direction of the management or policies of such Person whether through the ownership of voting securities, by contract or otherwise.

“Borrowing Date” shall mean, with respect to any Loan made under this Agreement, the date on which such Loan is disbursed to the Borrower.

“Charter Documents” means the Certificate of Incorporation and Bylaws of Borrower, each as amended to date.

“Closing Date” shall mean the date on which all of the conditions to Closing have been satisfied and the initial Loan hereunder shall have been made in accordance with Section 5.01.

“Contemporaneous Loans” shall mean the loans and advances made to Borrower by Conduit Capital or one or more principals thereof consummated contemporaneously with any Loan.

“Decathlon Loan” shall mean the loans and advances made to Borrower by Decathlon Specialty Finance, LLC in accordance with the Decathlon Loan Documents.

“Decathlon Loan Documents” shall mean that certain Revenue Loan and Security Agreement dated as of June 1, 2023, as amended to date.

“Default” shall mean any condition or event that upon notice, lapse of time or both would constitute an Event of Default.

“Dollar” and the symbol “\$” shall mean lawful money of the United States of America.

“Equity Offering” shall mean the offer, sale and issuance by Borrower of equity securities to any one or more persons or entities.

“Governmental Authority” shall mean any nation or government, any state, province, city or municipal entity or other political subdivision thereof, and any governmental, executive, legislative, judicial, administrative or regulatory agency, department, authority,

instrumentality, commission, board or similar body, whether federal, state, provincial, territorial, local or foreign.

"Hercules Loan" shall mean the loans and advances made to Borrower by Hercules Capital, Inc. in accordance with the Hercules Loan Documents.

"Hercules Loan Documents" shall mean that certain Working Capital Loan and Security Agreement is made and dated as of January 8, 2021, as amended to date.

"Lien" shall mean any statutory or other lien, security interest, mortgage, deed of trust, pledge, charge, conditional sale, title retention agreement, capital lease or other encumbrance or similar right of others, and/or any agreement evidence the foregoing.

"Loan Documents" shall mean, collectively, this Agreement, the Note, the Security Documents, and each other agreement executed in connection with the transactions contemplated hereby or thereby, as each of the same may hereafter be amended, restated, supplemented or otherwise modified from time to time.

"Maturity Date" shall mean the sooner to occur of (a) the first (1st) anniversary of the Effective Date and (b) three business days after the consummation of an Equity Offering.

"Maximum Credit Line" shall mean the sum of One Million (\$1,000,000.00) Dollars.

"Obligations" shall mean all obligations, liabilities and indebtedness of Borrower to Lender, whether now existing or hereafter created, absolute or contingent, direct or indirect, due or not, whether created directly or acquired by assignment or otherwise, arising under or relating to this Agreement, the Note or any other Loan Document including without limitation all obligations, liabilities and indebtedness of the Borrower with respect to the principal of and interest on the Loans and all fees, costs, expenses and indemnity obligations of the Borrower hereunder or under any other Loan Document.

"Person" shall mean any natural person, corporation, limited liability company, limited liability partnership, business trust, joint venture, association, company, partnership or Governmental Authority.

"Prior Loans" shall mean the Decathlon Loan and the Hercules Loan.

"Security Agreement" shall mean the Security Agreement to be executed and delivered on the Closing Date by the Borrower and Lender.

"Security Documents" shall mean the Security Agreement and each other collateral security document delivered to Lender.

"Securities Act" shall mean the Securities Act of 1933, as amended (15 U.S. Code § 77a *et. seq.*).

"Subordination Agreement" means that certain Subordination Agreement of even date herewith among Debtor, Lender, Decathlon and Hercules.

"Term" shall mean the period of time commencing on the Effective Date and ending on the Maturity Date (as such date may be extended in accordance with this Agreement) unless sooner terminated in accordance herewith.

Exhibit 2.02(f)
Form of Secured Promissory Note

[attached]

EXECUTION VERSION

Exhibit 2.02(g)
Form of Security Agreement

[attached]

EXECUTION VERSION

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR ANY STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD, PLEDGED, ASSIGNED, OR OTHERWISE TRANSFERRED UNLESS A REGISTRATION STATEMENT WITH RESPECT THERETO IS EFFECTIVE UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR BORROWER (AS DEFINED BELOW) RECEIVES AN OPINION OF COUNSEL SATISFACTORY TO BORROWER THAT THIS NOTE MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED, OR OTHERWISE TRANSFERRED IN THE MANNER CONTEMPLATED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS.

SECURED CREDIT NOTE
(Original Issue Discount)

Not to Exceed the Principal Sum of \$1,000,000.00

July 22, 2024

FOR VALUE RECEIVED, Pineapple Energy, Inc., a Minnesota corporation having an office located at 10900 Red Circle Drive, Minnetonka, Minnesota 55343 (the "Borrower"), promises to pay to the order of **MBB Energy, LLC**, a New York limited liability company having an office located at 171 Remington Boulevard, Ronkonkoma, New York 11779 ("Lender") or at such other place as the holder hereof may from time to time designate in writing, in federal funds immediately available in New York, all Loans (defined herein) made by Lender to Borrower hereunder in an amount not to exceed the aggregate principal sum of **One Million (\$1,000,000.00) Dollars** as indicated on the Grid Schedule attached hereto as Annex 1, as same shall be amended from time to time subsequent to the date hereof, in accordance with the Credit Agreement (defined herein).

This Secured Credit Note (the "Note") is the Secured Credit Note referred to in that certain Secured Credit Agreement of even date herewith between Borrower and Lender (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"). This Note is secured by that certain Security Agreement of even date herewith between the Borrower and Lender (the "Security Agreement"). This Note is subject to the terms and provisions of that certain Subordination Agreement of even date herewith among Borrower, Lender, Decathlon Specialty Finance, LLC, and Hercules Capital, Inc. Certain capitalized terms used in this Note which are not defined herein shall have the meanings ascribed to them in the Credit Agreement.

1. **Loans.**

a. Initial Loan. Lender is making an initial loan (the "Initial Loan") to Borrower in the principal sum of Five Hundred Thousand (\$500,000.00) Dollars to Borrower on the date hereof, on the terms and conditions set forth herein (the "Initial Loan") and in accordance with the Credit Agreement. Lender shall advance the Initial Loan to Borrower in an amount equal to such principal sum minus the Original Issue Discount.

EXECUTION VERSION

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b. **Discretionary Advances.** Commencing ninety (90) calendar days following the date of this Note and terminating on the first (1st) anniversary of the Closing Date (the "Termination Date"), Lender shall have the right, without commitment or obligation, to make one or more loans (each a "Loan" and collectively with the Initial Loan, the "Loans") to Borrower from time to time upon Borrower's written request as set forth in the Credit Agreement; provided that no Loan shall be made if, after giving effect to such Loan, the aggregate of all outstanding Loans would exceed the principal sum of One Million (\$1,000,000.00) Dollars. Lender shall advance any Loan to Borrower in an amount equal to the principal sum of such Loan minus the Original Issue Discount. Lender is authorized to record the date, amount of each Loan, and the date and amount of each payment or prepayment of principal of each Loan by the Borrower in Lender's records and/or on the Grid Schedule as set forth in the Credit Agreement. The Grid Schedule and the books and records of Lender shall constitute presumptive evidence of the information so recorded, absent manifest error.

c. Notwithstanding any such deduction of the Original Issue Discount, Borrower is and shall remain liable to pay (a) the full principal amount of all Loans, inclusive of the Original Issue Discount and without giving effect to such deduction, and (b) interest, which shall accrue on the outstanding principal amount of such Loans, inclusive of the Original Issue Discount and without giving effect to such deduction from and after the Maturity Date. All calculations of interest and fees in respect of the Loans shall be calculated on the basis of their full stated principal sum. For the avoidance of doubt, the Original Issue Discount is and shall be deemed to be a part of the aggregate outstanding principal sum due under this Note.

2 . **Interest Rate.** Each Loan shall bear interest on the unpaid principal amount thereof (without deduction for the Ordinary Issue Discount) at an interest rate equal to Twenty Percent (20.0%) per annum; provided that payment in full of the Repayment Amount, inclusive of the Original Issue Discount, on the Maturity Date satisfies the interest accrual on the Loan from initial issuance to the Maturity Date. Upon the occurrence and during the continuance of an Event of Default, the outstanding principal amount of the Loans hereunder shall bear interest payable on demand at a rate of interest of five (5.0%) percent per annum in excess of the interest rate otherwise then in effect or, if less, the maximum lawful rate of interest. Interest on each Loan shall be calculated on the basis year of 360 days and shall be payable for the actual days elapsed.

3 . **Maturity.** On the Maturity Date, the entire outstanding Repayment Amount (including the Original Issue Discount) shall be due and payable in full without any notice or demand whatsoever being required.

4 . **Application of Payments.** All payments received by Lender hereunder shall be applied first, to interest in accordance with the Credit Agreement, second, to the unpaid principal amount of all Loans then outstanding (including the Original Issue Discount), and

third, to the payment of any fees, costs, expenses or charges then payable by Borrower to Lender hereunder, under the Credit Agreement or under any other document executed and delivered by Borrower to Lender or the holder hereof (or to either of their respective successors, assigns or Affiliates).

5 . **Event of Default.** Upon the occurrence of an Event of Default, Lender shall have the unconditional right, but not the obligation, to accelerate and declare this Note to be forthwith due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived.

6 . **Usury Savings Clause.** Notwithstanding anything in to the contrary stated in this Note or the Credit Agreement, the obligation of the Borrower to make payments of interest shall be subject to the limitation that payments of interest shall not be required to be paid to Lender to the extent that the charging or receipt thereof would not be permissible under the law or laws applicable to Lender limiting the rates of interest that may be charged or collected by Lender. If the provisions of this Note or the Credit Agreement would at any time otherwise require payment by the Borrower to Lender of any amount of interest in excess of the maximum amount then permitted by applicable law, the interest payments shall be reduced to the extent necessary so that Lender shall not receive interest in excess of such maximum amount.

7 . **Time of the essence.** Time is of the essence as to all dates set forth herein; provided, however that whenever any payment to be made under this Note shall be stated to be due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computations of payment of interest. "Business Day" shall mean any day except a Saturday, Sunday or other day on which commercial banks are required or permitted to close in the State of New York.

8 . **Borrower's Absolute Obligation.** No provision of this Note or the Credit Agreement shall alter or impair the obligation of Borrower, which is absolute and unconditional, to pay the principal of and interest due with respect to this Note at the place, at the respective times, and in the currency herein prescribed.

9 . **Prepayment.** Borrower shall prepay the Loans prior to Maturity in accordance with the Credit Agreement.


10 . **Waivers.** The Borrower and all endorsers of this Note waive presentment, diligence, demand, protest, and notice of any kind in connection with this Note.

11 . **Governing Laws.** This Agreement and the performance hereunder will be governed in all respects by the laws of the State of New York, without giving effect to principles of conflicts of laws or statutes. The parties agree that the sole and exclusive jurisdiction and venue for any litigation arising from or relating to this Agreement or the subject matter hereof

will be a federal or state court located in Suffolk County in the State of New York. Each party knowingly and voluntarily submits to personal jurisdiction over it in New York and to the exercise of jurisdiction over it by such court. Borrower knowingly and voluntarily waives and agrees not to assert by way of motion, as a defense or otherwise in any such suit, action or proceeding any claim that it is not personally subject to the jurisdiction of such federal or state courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this Note may not be litigated in or by such federal or state courts. BORROWER AND LENDER EACH HEREBY WAIVE ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION OR PROCEEDING, AT LAW OR IN EQUITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE.

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed and delivered by its duly authorized officer, as of the day and year and at the place first above written.

PINEAPPLE ENERGY, INC.

By: 
Name: James R. Brennan
Title: Chief Operating Officer

EXECUTION VERSION

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ANNEX 1

Grid Schedule to Revolving Credit Note
between Pineapple Energy, Inc. and MBB Energy, LLC

Date of Loan
Disbursement

Principal Amount of
Loan

Amount of Principal
Repaid

Notation
Made by

SECURITY AGREEMENT

This Security Agreement (this "Agreement") is made on July 22, 2024 ("Effective Date") by **Pineapple Energy, Inc.**, a Minnesota corporation having an office located at 10900 Red Circle Drive, Minnetonka, Minnesota 55343 ("Debtor") in favor of **MBB Energy, LLC**, a New York limited liability company having an office located at 171 Remington Boulevard, Ronkonkoma, New York 11779 ("Secured Party").

RECITALS

WHEREAS, Secured Party has agreed to make advances and extend loans (the "Loans") to Debtor in an aggregate principal amount not to exceed sum of One Million (\$1,000,000.00) Dollars in accordance with that certain line of Secured Credit Agreement between Debtor and Debtor of even date herewith (the "Credit Agreement"); and

WHEREAS, simultaneous with the execution of this Agreement, Debtor is executing and delivering to Secured Party that certain Secured Promissory Note (the "Note") of even date herewith, a copy of which is attached hereto as Annex 1 and made a part hereof; and

WHEREAS, to secure the rights of Secured Party pursuant to the Note and the Credit Facility Agreement, Debtor is granting Secured Party a first priority lien and security interest in all of Debtor's assets and properties on the terms specified in this Agreement.

1. Definitions.

1.1. "UCC" means the Uniform Commercial Code of the State of Minnesota or, when the laws of any other state govern the method or manner of the perfection or enforcement of any security interest in any of the Collateral, the Uniform Commercial Code as in effect from time to time in such state.

1.2. All terms used in this Agreement which are defined in the UCC shall have the meanings that are ascribed to them in the UCC.

1.3. "Account Debtor" means any Person obligated to pay monies to Debtor.

1.4. "Affiliate" means with respect to any specified Person, means any Person which is controlling, controlled by, or under common control with, directly or indirectly, such specified Person, and, if the Person referred to is a natural Person, any member of such Person's spouse, parent, sibling or descendants, including any trusts where the beneficiaries of the trust consist solely of such Person's spouse, parent, sibling or descendants. The term "control" (including, with correlative meaning, the terms "controlling," "controlled by" and "under common control with") as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause

EXECUTION VERSION

the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

1.5. "Collateral" means all properties, assets and rights of the Debtor, wherever located, whether now owned or hereafter acquired or arising, including without limitation all Accounts, Cash, Chattel Paper, Equipment, General Intangibles, Goods, Inventory (including vehicles), Instruments, and Software and all proceeds and products thereof and all accessions thereto, all substitutions and replacements therefor, all rents and profits of each of the foregoing, all books and records relating to the foregoing, all supporting obligations related thereto, and any and all proceeds of any insurance, indemnity, warranty and/or guaranty payable to the Debtor from time to time with respect to any of the foregoing.

1.6. "Liens" means any security interest, mortgage, deed of trust, pledge, lien, charge, encumbrance, title retention agreement or analogous instrument or device, including the interest of each lessor under any capitalized lease and the interest of any bondsman under any payment or performance bond, in, of or on any assets or properties of a Person, whether now owned or hereafter acquired and whether arising by agreement or operation of law or otherwise.

1.7. "Loan Documents" shall mean, collectively, this Agreement, the Note, the Credit Agreement, and each other agreement executed in connection with the transactions contemplated hereby or thereby, as each of the same may hereafter be amended, restated, supplemented or otherwise modified from time to time.

1.8. "Obligations" means all of the indebtedness, obligations and liabilities of Debtor to Secured Party whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising pursuant to this Agreement, the Note, the Credit Agreement and any and all other agreements between Debtor and Secured Party with respect to the due and prompt payment of (i) the principal (including original issue discount, if any) and interest on the Loans (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (ii) all other monetary obligations, including fees, costs, reasonable attorneys' fees and disbursements, reimbursement obligations, contract causes of action, expenses and indemnities, whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Debtor under or in respect of the Credit Agreement, the Note and/or this Agreement; and all other covenants, duties, debts, obligations and liabilities of any kind of the Debtor under or in respect of the Credit Agreement, the Note, this Agreement or any other document made, delivered or given in connection with any of the foregoing, in each case whether evidenced by a note or other writing, whether allowed in any bankruptcy, insolvency, receivership or other similar proceeding, whether

arising from an extension of credit, issuance of a letter of credit, acceptance, loan, guaranty, indemnification or otherwise, and whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, fixed or otherwise.

1.9. "Person" means a natural person, partnership (whether general or limited), trust, estate, association, corporation, limited liability company, custodian, nominee or any other individual or entity (in its own or any representative capacity).

1.10. "Subordination Agreement" means that certain Subordination Agreement of even date herewith among Debtor, Secured Party, Decathlon Specialty Finance, LLC ("Decathlon") and Hercules Capital, Inc. ("Hercules").

2. Grant of Security Interest. Debtor hereby grants and pledges to Secured Party, a continuing lien and security interest (the "Security Interest") in and to the Collateral to secure the payment and performance in full of all of the Obligations. The Security Interest is and shall be subject to the terms and conditions of the Subordination Agreement.

3. Authorization to File Financing Statements. Debtor irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that indicate the Security Interest and any other documents in any governmental or quasi-governmental jurisdictions relating to or perfecting the Security Interest.

4. Representations and Warranties of Debtor. Debtor represents and warrants to Secured Party that Debtor is the sole owner of the Collateral, free and clear of all Liens and encumbrances (other than the Liens of Decathlon and Hercules and the Security Interest being granted pursuant to this Agreement or otherwise to Secured Party).

5. Events of Default. Any one or more of the following events shall constitute an "Event of Default" under this Agreement:

5.1. Debtor does not make any payment under the Note as and when due;

5.2. Debtor does not pay the Obligations as and when due;

5.3. Debtor fails to comply with any of the covenants, agreements or warranties set forth in this Agreement, the Credit Agreement and/or the Note;

5.4. Any representation contained in this Agreement, the Credit Agreement and/or the Note shall be untrue, incomplete or misleading;

5.5. Debtor fails to comply with any provision contained in this Agreement; or

5.6. A default or any Event of Default with respect to any other written or oral agreement between Debtor and Secured Party (or any Affiliate of Secured Party).

6. Remedies. Upon the occurrence of an Event of Default, and at any time thereafter during the continuance of the Event of Default, Secured Party may at its option and without notice take any one or more of the following remedial steps:

6.1. Secured Party may declare the Obligations to be forthwith due and payable, whereupon all Obligations shall become and be forthwith due and payable, without presentment, notice of dishonor, protest or further notice of any kind, all of which the Debtor expressly waives;

6.2. Secured Party may take any action at law or in equity to collect the Obligations that are then due and/or that shall thereafter become due under the Note, the Credit Agreement and/or this Agreement;

6.3. Secured Party may but need not perform or observe any act on behalf and in the name, place and stead of Debtor (or at the Secured Party's option, in Secured Party's name). Secured Party may but need not take any and all other actions which Secured Party may reasonably deem necessary to cure or correct the Event of Default including the payment of taxes, the satisfaction of liens, the performance of obligations owed to Account Debtor, or other obligors, the procurement and maintenance of insurance, the execution of assignments, security agreements and financing statements, and the endorsement of instruments and any and all other papers that in the sole and absolute discretion of Secured Party are necessary and/or desirable to enforce Secured Party's rights hereunder;

6.4. Secured Party may notify any Account Debtor that Debtor's right to payment has been assigned or transferred to Secured Party and shall be paid directly to Secured Party. Debtor shall join in giving such notice if Secured Party so requests. At any time after Debtor or Secured Party gives such notice to an Account Debtor, Secured Party may, but need not, in Secured Party's name or in Debtor's name, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or securing any such right to payment, or grant any extension to, make any compromise or settlement with or otherwise agree to waive, modify, amend or change the obligations (including collateral obligations) due to Debtor by any such Account Debtor or other obligor; and

6.5. Secured Party may exercise any and all rights and remedies of a creditor under the UCC or other applicable law, including without limitation the right to take possession of, hold, collect, sell, lease, deliver, grant options to purchase or otherwise retain, liquidate or dispose of all or any portion of the Collateral. If notice prior to disposition of the Collateral or any portion thereof is necessary under applicable law, written notice mailed to Debtor not fewer than ten (10) days prior to the date of such disposition shall constitute reasonable notice, but notice given in any other reasonable manner shall be sufficient. So long as the sale of the Collateral is made in a commercially reasonable manner, the Secured Party may sell such Collateral on such terms and to such purchaser(s) as the Secured Party in its absolute discretion may choose, without assuming any credit risk and without any obligation to advertise or give notice of any kind

other than that necessary under applicable law. Without precluding any other methods of sale, the sale of the Collateral or any portion thereof shall have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of creditors disposing of similar property. At any sale of the Collateral, if permitted by applicable law, Secured Party may be the purchaser, licensee, assignee or recipient of the Collateral or any part thereof and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold, assigned or licensed at such sale, to use and apply any of the Obligations as a credit on account of the purchase price of the Collateral or any part thereof payable at such sale. To the extent permitted by applicable law, Debtor waives all claims, damages and demands it may acquire against the Secured Party arising out of the exercise by it of any rights hereunder. Debtor hereby waives and releases to the fullest extent permitted by law any right or equity of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling the Collateral and any other security for the Obligations or otherwise. At any such sale, unless prohibited by applicable law, Secured Party or any custodian may bid for and purchase all or any part of the Collateral so sold free from any such right or equity of redemption. Neither Secured Party nor any custodian shall be liable for failure to collect or realize upon any or all of the Collateral or for any delay in so doing, nor shall it be under any obligation to take any action whatsoever with regard thereto. Secured Party shall not be obligated to clean-up or otherwise prepare the Collateral for sale.

6.6. If any Event of Default shall have occurred and be continuing, any cash held by Secured Party as Collateral and all cash Proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied in whole or in part by Secured Party to the payment of expenses incurred by Secured Party in connection with the foregoing or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of Secured Party hereunder, including reasonable attorneys' fees, and the balance of such proceeds shall be applied or set off against all or any part of the Obligations in such order as Secured Party shall elect. Any surplus of such cash or cash Proceeds held by Secured Party and remaining after payment in full of all the Obligations shall be paid over to Debtor or to whomsoever may be lawfully entitled to receive such surplus. Debtor shall remain liable for any deficiency if such cash and the cash Proceeds of any sale or other realization of the Collateral are insufficient to pay the Obligations and the fees and other charges of any attorneys employed by Secured Party to collect such deficiency.

6.7. If Secured Party shall determine to exercise its rights to sell all or any of the Collateral pursuant to this Section, Debtor agrees that, upon request of Secured Party, Debtor shall at its own expense, do or cause to be done all such acts and things as may be necessary to make such sale of the Collateral or any part thereof valid and binding and in compliance with applicable law.

7. Non-Exclusivity. No remedy specified in this Agreement that is conferred or reserved to Secured Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every

other remedy given under the Note, the Credit Agreement and/or this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of such right or power, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

8 . Proceeds of Dispositions. Upon the occurrence and at any time during the continuance of an Event of Default and subject to the provisions of the Subordination Agreement, Secured Party shall be authorized in its sole and absolute discretion to apply the net proceeds received from the sale or other disposition of any Collateral from Debtor or from any other source in the following order of priority:

8.1. First, to payment of all fees, costs and expenses including without limitation reasonable attorneys' fees and expenses incurred in connection with Secured Party's enforcement of remedies authorized under this Agreement, the Note, and/or the Credit Facility Agreement;

8.2. Next, the balance (if any) of such net proceeds to the payment of the Obligations in any order determined by the Secured Party; and

8.3. Next, the balance (if any) of such net proceeds to Debtor as a court of competent jurisdiction may otherwise direct.

9 . Security Interest Absolute. Debtor hereby waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. All rights of Secured Party and liens and security interests hereunder, and all Obligations of Debtor hereunder, shall be absolute and unconditional irrespective of:

9.1. any illegality or lack of validity or enforceability of any Obligation or any related agreement or instrument;

9.2. any change in the time, place or manner of payment of, or in any other term of, the Obligations, or any rescission, waiver, amendment or other modification of the Credit Agreement, this Agreement or any other agreement, including any increase in the Obligations resulting from any extension of additional credit or otherwise;

9.3. any taking, exchange, substitution, release, impairment or non-perfection of any Collateral or any other collateral, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for all or any of the Obligations;

9.4. any manner of sale, disposition or application of proceeds of any Collateral or any other collateral or other assets to all or part of the Obligations;

9.5. any default, failure or delay, willful or otherwise, in the performance of the Obligations;

9.6. any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, Debtor against Secured Party; and/or

9.7. any other circumstance including without limitation any statute of limitations or manner of administering the Loans or any existence of or reliance on any representation by Secured Party that might vary the risk of Debtor or otherwise operate as a defense available to, or a legal or equitable discharge of, Debtor or any other grantor, guarantor or surety.

10. Books and Records; Inspection and Examination. Debtor shall maintain accurate books of record (in any format or media) and account for itself pertaining to the Collateral and pertaining to Debtor's business and financial condition and such other matters as Secured Party may from time to time request. Debtor shall maintain true and complete entries in all of its books of record in accordance with generally-accepted accounting principles applied on a consistent basis. Upon Secured Party's request, Debtor shall permit Secured Party: (a) to audit, review, make extracts from and/or copy any and all such books of record of Debtor any time and from time to time, at Debtor's sole cost; (b) to send and discuss with any Account Debtor and other obligor requests for verification of amounts owed to Debtor; and (c) to discuss Debtor's affairs with any of Debtor's directors, officers, employees, agents, accountants and/or representatives. Debtor hereby irrevocably authorizes all accountants and third parties to disclose and deliver to Secured Party, at Debtor's sole expense, all financial information, books and records, work papers, management reports and other information in their possession regarding Debtor. Debtor shall permit Secured Party or its employees, accountants, attorneys and agents to examine and inspect any and all Collateral and any other property or asset of Debtor at any time and from time to time.

11. Covenants. So long as any Obligations are outstanding, Debtor covenants and agrees that it shall comply at all times with the following requirements:

11.1. Debtor shall maintain its corporate existence in good standing in its state of incorporation;

11.2. Debtor shall shall pay all franchise and other fees and taxes due in connection therewith;

11.3. Debtor shall file all required federal, state and local income tax returns and pay all taxes shown to be due thereon with the applicable government taxing authorities;

11.4. Debtor shall not sell, offer to sell, dispose of, lease, convey, assign, transfer, grant any option with respect to, restrict, or grant, create, permit or suffer to exist any mortgage, pledge, lien, security interest, option, right of first offer, encumbrance or

other restriction or limitation of any nature whatsoever on or otherwise dispose of any Collateral or any interest therein, whether in one transaction or in a series of transactions, to any Person other than as set forth in the Subordination Agreement;

11.5. Debtor shall not, without providing at least 30 days' prior written notice to the Secured Party, change its legal name, identity, type of organization, jurisdiction of organization, corporate structure, location of its chief executive office or its principal place of business or its organizational identification number. Debtor shall, prior to any change described in the preceding sentence, take all actions reasonably requested by the Secured Party to maintain the perfection and priority of the Secured Party's security interest in the Collateral;

11.6. Debtor shall, at its own cost and expense, defend title to the Collateral and the lien and security interest of the Secured Party therein against the claim of any person claiming against or through the Debtor and shall maintain and preserve such perfected security interest for so long as this Agreement shall remain in effect; and

11.7. Debtor shall keep the Collateral in good order and repair and will not use the same in violation of law or any policy of insurance thereon. Debtor shall permit the Secured Party, or its designee, to inspect the Collateral at any reasonable time, wherever located.

12. Power of Attorney. Secured Party and its legal representatives and agents, with full power of substitution, its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Debtor or in Secured Party's own name, for the purpose of doing any and all acts and things which Secured Party may deem necessary or appropriate to perfect and continue perfection of the Security Interest and other rights granted in this Agreement and to protect the Collateral including but not limited to the filing of UCC-1 and other financing statements covering the Collateral in Debtor's name as Debtor's attorney-in-fact, wherever and whenever Secured Party deems appropriate.

13. No Duty on Secured Party. The powers conferred on Secured Party pursuant to this Agreement are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Secured Party shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers and neither Secured Party nor any of its agents shall be responsible to Debtor for any act or failure to act whatsoever. Secured Party shall have no duty with respect to the care and preservation of the Collateral beyond the exercise of reasonable care. Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which Secured Party accords its own property, it being understood that Secured Party shall not have any responsibility for (a) ascertaining or taking action with respect to any claims, the nature or sufficiency of any payment or performance by any party under or pursuant to any agreement relating to the Collateral or other matters relative to any Collateral, whether or not Secured Party has or is deemed to have knowledge of such matters, or (b) taking any necessary steps to preserve rights against any Person with

respect to any Collateral. Nothing set forth in this Agreement, nor the exercise by the Secured Party of any of the rights and remedies hereunder, shall relieve Debtor from the performance of any obligation on Debtor's part to be performed or observed in respect of any of the Collateral.

14. No Waiver by Secured Party. Secured Party shall not be deemed to have waived any of its rights or remedies in respect of the Obligations or the Collateral unless such waiver shall be in writing and signed by Secured Party. No delay or omission on the part of Secured Party in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All rights and remedies of Secured Party with respect to the Obligations or the Collateral shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Secured Party deems expedient.

15. Debtor agrees that at any time and from time to time, at Debtor's sole expense, it shall promptly execute and deliver all further instruments and documents, obtain such agreements from third parties, and take all further action, that may be necessary or desirable, or that Secured Party may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby or to enable Secured Party to exercise and enforce its rights and remedies hereunder or under any other agreement with respect to any Collateral.

16. General Provisions.

16.1. Notices. All notices, requests and demands to any party hereto shall be made in writing and shall be conclusively deemed to have been received by a party hereto and to be effective on the day on which delivered by hand to such party or one business day after being sent by nationally recognized overnight courier service. Each such notice shall be given to a party at its address set forth in the Preamble to this Agreement. Either party may give notice to the other party about a change in its address.

16.2. Effectiveness. This Agreement shall become effective on the date on which all parties hereto shall have signed a counterpart copy hereof and shall have delivered the same to Secured Party. All representations and warranties made herein and in the other Loan Documents shall survive the making by Secured Party of the Loans and the execution and delivery to Secured Party of the Note and shall continue in full force and effect so long as the Obligations hereunder are outstanding and unpaid. The obligations of Debtor under this Agreement shall survive the termination hereof through and including the date of full payment of the Obligations.

16.3. Expenses. Debtor agrees to pay or reimburse Secured Party for all its reasonable out-of-pocket costs and expenses incurred in connection with the preparation and execution of and any amendment or modification to this Agreement, the Note or any other Loan Documents and the consummation of the transactions contemplated hereby and

thereby, including without limitation reasonable attorneys fees and expenses, and to pay or reimburse Secured Party for all its costs and expenses incurred in connection with the enforcement and preservation of any rights under this Agreement, the Note, the Loan Documents, and any other documents prepared in connection herewith or therewith, including without limitation reasonable fees and expenses of Secured Party, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Obligations.

16.4. Amendments. This Agreement shall not be amended or changed unless made in writing and executed by both parties.

16.5. Successors and Assigns. This Agreement shall be binding upon Debtor and its successors and assigns. This Agreement shall inure to the benefit of Secured Party, all future holders of the Note and the successors and assigns of each of the foregoing. As used in this Agreement, "Secured Party" shall mean Secured Party and its successors, assigns and Affiliates.

16.6. No Waiver; Cumulative Remedies. Secured Party reserves the right to waive any of the conditions precedent to its obligations hereunder. Neither any failure nor any delay on the part of Secured Party in exercising any right, power or privilege hereunder or under any Note or any other Loan Document shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege. The rights, remedies, powers and privileges herein provided or provided in the other Loan Documents are cumulative and not exclusive of any rights, remedies powers and privileges provided by law.

16.7. Entire Agreement. The Loan Documents contain all of the agreements between the parties relating to the Loans, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged herein and therein.

16.8. Governing Law and Disputes. This Agreement and the performance hereunder will be governed in all respects by the laws of the State of New York, without giving effect to principles of conflicts of laws or statutes. The parties agree that the sole and exclusive jurisdiction and venue for any litigation arising from or relating to this Agreement or the subject matter hereof will be a federal or state court located in Suffolk County in the State of New York. Each party knowingly and voluntarily submits to personal jurisdiction over it in New York and to the exercise of jurisdiction over it by such court. Debtor knowingly and voluntarily waives and agrees not to assert by way of motion, as a defense or otherwise in any such suit, action or proceeding any claim that it is not personally subject to the jurisdiction of such federal or state courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this Agreement, the Note, the Security Agreement and/or any other document or instrument referred to herein or therein or the subject matter hereof or thereof may not be litigated in or by such federal or state courts. EACH PARTY HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION OR PROCEEDING, AT LAW

OR IN EQUITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE NOTE, ANY LOAN DOCUMENT AND/OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY.

16.9. Severability. In case any one or more of the provisions contained in this Agreement, the Note or any Loan Document should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

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16.10. Counterparts. This Agreement may be executed in two or more counterparts, and by original, facsimile or PDF (portable document format) signatures, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same agreement.

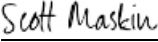
IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.

PINEAPPLE ENERGY, INC.

by: 

Name: James R. Brennan
Title: Chief Operating Officer

MBB ENERGY, LLC

by: 

Name: Scott Maskin
Title: Member

ANNEX 1

Form of Note

EXECUTION VERSION

FIRST AMENDMENT TO REVENUE LOAN AND SECURITY AGREEMENT

This first amendment (this “**Amendment**”) to that certain Revenue Loan and Security Agreement dated June 1, 2023 (the “**Agreement**”), by and among Pineapple Energy Inc. (the “**Company**”), the parties listed under the heading “Guarantors” on the signature pages attached hereto (each, a “**Guarantor**,” collectively, the “**Guarantors**,” each of Company and each Guarantor are referred to herein as a “**Company Entity**,” and together as the “**Company Entities**”), and Decathlon Specialty Finance, LLC, a Delaware limited liability company is effective July [22], 2024 (the “**First Amendment Date**”). Decathlon Specialty Finance, LLC has assigned the Agreement to Decathlon Growth Credit, LLC (“**Lender**”). Unless otherwise defined herein, all capitalized terms have the meanings given to them in the Agreement.

The Company has requested that Lender consent to the replacement of Key Person and the incurrence of subordinated debt. The Company has further requested an extension of certain reporting requirements. In connection with and as a material inducement to Lender to make an accommodation with respect to such requests, Company desires to make certain amendments to the Agreement as provided herein.

The Company and the Lender hereby agree as follows:

1. Amendments.

1.1. **Section 5.1.** The reference in Section 5.1(a)(iii) to “30 days” shall be amended to be “45 days”.

1.2. **Section 5.17.** Section 5.17 of the Agreement shall be amended and restated in its entirety as follows:

Key Person Agreement. The Company shall not amend the employment agreement between the Company and Key Person dated November 9, 2022 without the prior written consent of Lender.

1.3. **Definitions.** The following definition shall be amended and restated in its entirety as follows:

“**Key Person**” means Scott Maskin.

1.4. **Schedule 10.4.** An amended and restated Schedule 10.4 is attached hereto as Schedule 10.4.

1.5. **Schedule 10.5.** An amended and restated Schedule 10.5 is attached hereto as Schedule 10.5.

2. Organizational Change. Pursuant to Section 5.9 of the Agreement, Lender consents to Company changing its state of organization to Delaware, *provided that* Lender receives written notice of such change at least ten (10) business days prior to the effective date of such change.

3. Compliance with Agreement. Company represents that it is in full compliance with its obligations under the Agreement. To the best of Lender’s knowledge, there is no event of default existing or continuing nor any other event that has occurred which would be an event of default but for the passage of time under the Transaction Documents.

4. **Consent to Conversion of Notes.** Lender does not object to, nor will require any additional Lender consent, to the amendment and restatement of the notes issued pursuant to the MBB/Conduit Financing to be convertible debt instruments providing that all amounts outstanding under such note are convertible into equity of the Company at the option of the relevant lender, which may be exercised by such lender with respect to (x) principal or (y) principal, interest and any other amounts due under with respect to either the initial loan or all loans made by such lender, and to any extension of the maturity date by the relevant lender or other amendments to the loans which do not adversely affect the Lender or its rights under the Transaction Documents.

5. **Transaction Costs.** Pursuant to Section 12.7 of the Agreement and in connection with this Amendment, the Company will reimburse Lender for fees and expenses incurred by Lender relating to this Amendment in an amount not to exceed \$4,000.

6. **No Other Changes.** In all other respects, the Agreement shall remain in full force and effect.

The parties have executed this Amendment as of the First Amendment Date.

COMPANY:

PINEAPPLE ENERGY, INC. (f/k/a PINEAPPLE HOLDINGS, INC.)

By: Scott Maskin
Scott Maskin, interim CEO

LENDER:

DECATHLON GROWTH CREDIT, LLC

By: Wayne Cantwell
Wayne Cantwell, Managing Director

GUARANTORS:

PINEAPPLE ENERGY LLC

By: Scott Maskin
Scott Maskin, interim CEO

SUNATION SOLAR SYSTEMS, INC.

By: Scott Maskin
Scott Maskin, interim CEO

SUNATION COMMERCIAL, INC.

By: Scott Maskin
Scott Maskin, interim CEO

SUNATION SERVICE, LLC

By: Scott Maskin
Scott Maskin, interim CEO

SUNATION ROOFING, LLC

By: Scott Maskin
Scott Maskin, interim CEO

SUNATION ENERGY, LLC

By: Scott Maskin
Scott Maskin, interim CEO

SCHEDULE 10.4
PERMITTED INDEBTEDNESS

- (a) Company's and the Company Entities' Indebtedness to Lender under this Agreement and the other Transaction Documents;
 - (b) unsecured Indebtedness to trade creditors incurred in the ordinary course of business;
 - (c) Indebtedness incurred as a result of endorsing negotiable instruments received in the ordinary course of any Company Entity's business; and
 - (d) Indebtedness of up to \$200,000 in the aggregate incurred in the ordinary course of business for the purchase of equipment that is secured solely by a purchase money security interest;
 - (e) the conversion of Indebtedness into equity securities and the payment of cash in lieu of fractional shares in connection with such conversion,
 - (f) intercompany Indebtedness owed by a Company Entity to another Company Entity;
 - (g) Indebtedness in respect of performance bonds, bid bonds, appeal bonds, surety bonds and completion guaranties and similar obligations not in connection with money borrowed, in each case provided in the ordinary course of business, including those incurred to secure health, safety and environmental obligations in the ordinary course of business;
 - (h) the Long-Term Note;
 - (i) Indebtedness under that certain Loan and Security Agreement between Pineapple Energy, LLC and Hercules Capital, Inc. dated as of December 11, 2020, as amended from time to time (the "Hercules Note"); and
 - (j) Indebtedness to MBB Energy, LLC ("MMB") and Conduit Capital U.S. Inc. or an affiliate thereof ("Conduit") in an amount of up to Two Million Dollars (\$2,000,000) in the aggregate (the "MMB/Conduit Financing"), provided that MBB and Conduit have entered into a subordination agreement with Lender on terms acceptable to Lender in its sole discretion.
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SCHEDULE 10.5
PERMITTED LIENS

- (a) Liens existing on the Effective Date and shown on the Perfection Certificates or arising under this Agreement and the other Transaction Documents;
 - (b) Liens for taxes, fees, assessments or other government charges or levies, either not delinquent or being contested in good faith and for which the applicable Company Entity maintains adequate reserves on its books, provided that no notice of any such Lien has been filed or recorded under the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted thereunder;
 - (c) statutory Liens securing claims or demands of materialmen, mechanics, carriers, warehousemen, landlords and other Persons imposed without action of such parties and incurred in the ordinary course of business;
 - (d) leases, subleases, licenses, and sublicenses granted in the ordinary course of business;
 - (e) banker's liens, rights of setoff and Liens in favor of financial institutions incurred in the ordinary course of business arising in connection with a Company Entity's deposit accounts or securities accounts held at such institutions to secure solely payment of fees and similar costs and expenses;
 - (f) Liens to secure payment of public utility services, workers' compensation, employment insurance, old-age pensions, social security and other like obligations incurred in the ordinary course of business (other than Liens imposed by ERISA);
 - (g) Liens arising from judgments, decrees or attachments in circumstances not constituting an Event of Default under Section 7.4;
 - (h) easements, reservations, rights-of-way, restrictions, minor defects or irregularities in title and similar charges or encumbrances affecting real property not constituting a Material Adverse Effect;
 - (i) Liens arising from the Hercules Note;
 - (j) non-exclusive licenses of intellectual property granted to third parties in the ordinary course of business;
 - (k) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness), statutory obligations, surety bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business; and
 - (l) Liens arising from the MBB/Conduit Financing.
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**AMENDMENT AND JOINDER TO
SUBORDINATION AGREEMENT**

THIS AMENDMENT AND JOINDER TO SUBORDINATION AGREEMENT (this "Amendment") is made as of July [22], 2024, among **Pineapple Energy Inc. (f/k/a Pineapple Holdings, Inc.)**, a Minnesota corporation ("Debtor"), **Decathlon Growth Credit, LLC**, a Delaware limited liability company (the "Senior Creditor"), **Hercules Capital, Inc.** (the "Subordinating Creditor"), and **MBB Energy, LLC** and **Conduit Capital U.S. Holdings LLC** (each, "Third Position Creditor" and a collectively, the "Third Position Creditors").

BACKGROUND

Senior Creditor, Subordinating Creditor and Debtor are parties to that certain Subordination Agreement made as of June 1, 2023 among Senior Creditor, Subordinating Creditor and Debtor (as amended, the "Subordination Agreement").

Third Position Creditor and Debtor propose entering into Secured Credit Agreements, Secured Notes and Security Agreements, pursuant to which the Third Position Creditor will make credit available to Debtor in an aggregate principal amount up to \$2,000,000.00 (the "Third Position Creditor Loan Agreements").

Senior Creditor and Subordinating Creditor will only consent to the Debtor's entry into the Third Position Creditor Loan Agreements upon certain amendments being made to the Subordination Agreement and the Third Position Creditor's joinder hereto. The purpose of Third Position Creditor's joinder hereto is to subordinate (i) all of Debtor's indebtedness and obligations to Third Position Creditor, whether presently existing or arising in the future (the "Third Position Debt") to all of Debtor's indebtedness to both Senior Creditor and Subordinating Creditor; and (ii) all of Third Position Creditor's security interests, if any, in Debtor's property to the security interests held by both Senior Creditor and Subordinating Creditor.

AGREEMENT

The parties agree as follows:

1. Joinder. By signing this Amendment, Third Position Creditor shall be bound by the terms and conditions of the Subordination Agreement the same as if it were "Subordinating Creditor" thereunder, mutatis mutandis, provided however,
 - a. Subordinating Creditor shall have the rights of "Senior Creditor" under the Subordination Agreement vis-à-vis Third Position Creditor, provided that Senior Creditor's rights vis-à-vis the Third Position Creditor are senior to the rights of Subordinate Creditor in all respects, and in the event of any conflict the rights of Senior Creditor shall prevail.
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b. the following shall apply to Third Position Creditor in lieu of the fourth sentence of Section 2 (which for the sake of clarity begins with the word “Notwithstanding”):

provided, however, that (i) Third Position Creditor may receive a prepayment of the initial tranche of the Third Position Debt in the principal amount of up to \$1,000,000 so long as Debtor has raised at least \$3,150,000 of new equity financing, and (ii) Third Position Creditor may receive a prepayment of additional advances of the Third Position Debt so long as Debtor has raised at least \$4,400,000 of new equity financing.

c. The address for notices to Third Position Creditor shall be added to Section 18 as follows:

To Third Position Creditors:

MBB Energy, LLC
171 Remington Boulevard
Ronkonkoma, New York 11779
Attn: Scott Maskin
Email: smaskin@sunation.com

Conduit Capital U.S. Holdings LLC
1451 Fort Cassin Road
Ferrisburg, Vermont 05456
Attn: Robert Zulkoski
Email: bobz@conduitcapitalus.com

2. Section 2 (No Actions). The “[]” occurring within the fourth sentence of Section 2 of the Subordination Agreement shall be amended to be “May 31, 2023.”

3. Section 9 (Amendment of Subordinated Debt Documents). The following sentence shall be added to the end of Section 9: “No amendment of the documents evidencing the Subordinated Debt or the Third Position Debt shall directly or indirectly modify the provisions of this Agreement in any manner which might terminate or impair the subordination of the obligations owing the Senior Debtor, the Subordinating Creditor or the Third Position Creditors without the prior written consent of the affected creditor party. By way of example, such documents shall not be amended to (i) increase the principal amount except as expressly permitted under this Amendment, (ii) increase the rate of interest, or (iii) accelerate the payment of the principal or interest or any other portion of the Subordinated Debt or the Third Position Debt.”

4. Section 18 (Notices). The address for notices to Subordinating Creditor shall be amended and restated in its entirety in the Subordination Agreement as follows:

Hercules Capital, Inc.
1 North B Street, Suite 2000
San Mateo, CA 94401
Attention: Credit Department, Legal Department
E-mail: credit@htqc.com, legal@htqc.com

5. Section 21 (Bailee for Perfection). A new Section 21 shall be inserted immediately after Section 20 in the Subordination Agreement, as follows:

21. Bailee for Perfection.

(a) The Senior Creditor and the Subordinating Creditor each agree to hold or control that part of the Collateral that is in its possession or control (or in the possession or control of its agents or bailees) to the extent that possession or control thereof is taken to perfect a lien thereon under the UCC or other applicable law (such Collateral being referred to as the "Pledged Collateral"), as bailee and as a non-fiduciary representative for the Subordinating Creditor or the Senior Creditor, as applicable (such bailment and agency being intended, among other things, to satisfy the requirements of Sections 8-301(a)(2), 9-313(c), 9-104, 9-105, 9-106, 9-107 and 9-314 of the applicable Uniform Commercial Code), solely for the purpose of perfecting the security interest granted under the Subordinated Note or the Senior Credit Agreement, as applicable, subject to the terms and conditions of this Section 21.

(b) The Senior Creditor shall have no obligation whatsoever to the Subordinating Creditor to ensure that the Pledged Collateral is genuine or to preserve rights or benefits of any person except as expressly set forth in this Section 21. The Subordinating Creditor shall have no obligation whatsoever to the Senior Creditor to ensure that the Pledged Collateral is genuine or to preserve rights or benefits of any person except as expressly set forth in this Section 21. The duties or responsibilities of the Senior Creditor under this Section 21 shall be limited solely to holding or controlling the Pledged Collateral as bailee and non-fiduciary representative in accordance with this Section 21 and delivering the Pledged Collateral upon a payment in full of Senior Debt. The duties or responsibilities of the Subordinating Creditor under this Section 21 shall be limited solely to holding or controlling the Pledged Collateral as bailee and non-fiduciary representative in accordance with this Section 21.

(c) The Senior Creditor acting pursuant to this Section 21 shall not have by reason of the Senior Credit Agreement or this Agreement a fiduciary relationship in respect of the Subordinating Creditor. The Subordinating Creditor acting pursuant to this Section 21 shall not have by reason of the Subordinated Note, or this Agreement a fiduciary relationship in respect of the Senior Creditor.

(d) Upon the payment in full of Senior Debt, the Senior Creditor shall, to the extent permitted by applicable law, deliver the remaining tangible Pledged Collateral (if any) that is Collateral for the Senior Debt (if any) together with any necessary endorsements, first, to the Subordinating Creditor to the extent Subordinated Debt remains outstanding as confirmed in writing by the Subordinating Creditor, and second, to the Debtor to the extent no Senior Debt or Subordinated Debt remains outstanding (in each case, so as to allow such person to obtain possession or control of such Pledged Collateral). At such time, the Senior Creditor further agrees to take all other action reasonably requested by the Subordinating Creditor at the expense of the Debtor (including amending any outstanding control agreements) to enable the Subordinating Creditor to obtain a first priority security interest in the Collateral.

6. No Other Amendments. Except as amended hereby, the Subordination Agreement shall remain in full force and effect as originally written.
7. Counterparts. This Amendment may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument.
8. Binding Effect. This Amendment shall inure to the benefit of the and be binding on the parties and their permitted assigns (if any).

[Signature page follows]

The parties hereto have executed this Amendment as of the day and year first above written.

THIRD POSITION CREDITORS:

MBB ENERGY, LLC

Scott Maskin

By:
Its:

CONDUIT CAPITAL U.S. HOLDINGS LLC

By: Pangaea Investments, LLC

by: *Robert Zulkoski*

Name: Robert Zulkoski
Title: Sole Member

SUBORDINATING CREDITOR:

HERCULES CAPITAL, INC.

David Huang

By:
Its:

SENIOR CREDITOR:

DECATHLON GROWTH CREDIT, LLC

Wayne Cantwell

By: Wayne Cantwell
Its: Managing Director

Signature page to Subordination Agreement

The undersigned, being the Debtor referred to in the Subordination Agreement, hereby acknowledge receipt of a copy thereof and agrees to all of the terms and provisions thereof and agrees to and with Senior Creditor named therein that the undersigned will not consent to or participate in any act whatever which is in violation of any of the provisions of such Agreement. The undersigned hereby authorizes Senior Creditor, upon giving written notice to the undersigned, to declare all of the Senior Debt to be due and payable forthwith upon any violation of the undersigned of any of the provisions of such Agreement.

DEBTOR:

PINEAPPLE ENERGY INC.



By: James R. Brennan
Its: Chief Operating Officer

PINEAPPLE ENERGY LLC



By: James R. Brennan
Its: Chief Operating Officer

CONSENT AND AMENDMENT NO. 3 TO LOAN AND SECURITY AGREEMENT

THIS CONSENT AND AMENDMENT NO. 3 TO LOAN AND SECURITY AGREEMENT (this "Amendment") is made and dated as of July 22, 2024 (the "Third Amendment Date") and is entered into by and among PINEAPPLE ENERGY LLC ("PE LLC"), a Delaware limited liability company, for itself and on behalf of any Subsidiary, PINEAPPLE ENERGY INC. (PE Inc."), a Minnesota corporation, for itself and on behalf of any Subsidiary, and each other Person that has delivered a Joinder Agreement pursuant to Section 7.12 or otherwise from time to time party hereto (together with PE LLC and PE Inc., individually or collectively, as the context may require "Borrower"), and HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as Lender ("Lender") and as administrative agent and collateral agent for itself and the Lender (in such capacity, "Agent").

RECITALS

- A. PE LLC, PE Inc. and Lender are parties to that certain Loan and Security Agreement, dated as of December 11, 2020 (as amended, modified, supplemented or restated and in effect from time to time, collectively, the "Loan Agreement");
- B. The current principal balance of the Term Loan as of July 1, 2024 was \$1,442,084.55.
- C. Borrower wishes to obtain financing from MBB Energy, LLC ("MBB") and Conduit Capital U.S. Holdings LLC ("Conduit") in an amount of up to Two Million Dollars (\$2,000,000.00) (the "MBB/Conduit Financing");
- D. PE Inc. may reincorporate as or convert to a Delaware corporation and to transfer its principal place of business to New York.
- E. Borrower has requested that the Lender and Agent consent to the MBB/Conduit Financing, and to the reincorporation or conversion of PE Inc. to a Delaware and the relocation of its principal place of business to New York, and modify and amend certain terms and conditions of the Loan Agreement in connection with such financing, new jurisdiction of formation and office relocation; and
- F. Lender and Agent are willing to consent to the MBB/Conduit Financing, new jurisdiction of formation and office relocation of PE Inc. and to modify and amend certain terms and conditions of the Loan Agreement, subject to the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower, Agent and the Lender agree as follows:

- 1. Capitalized Terms. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.
 - 2. Consents.
 - a. MBB/Conduit Financing. Pursuant to Section 7.3 of the Loan Agreement, the Borrower may not create, incur, assume, guarantee or be or remain liable with respect to any Indebtedness except as set forth therein. In
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addition, Section 7.4 of the Loan Agreement prohibits Borrower from granting liens in the Collateral except as set forth therein. Notwithstanding anything to the contrary set forth in the Loan Agreement and subject to the terms and conditions set forth herein, Agent and Lender hereby consent, effective as of the date hereof, to the MBB/Conduit Financing provided that (i) the principal amount thereof does not at any time exceed Two Million Dollars (\$2,000,000.00), and (ii) MBB, Conduit and Borrower execute and deliver to Agent a Subordination Agreement (the "MBB/Conduit Subordination Agreement") substantially in the form of Exhibit "A" attached hereto. Furthermore, Agent and Lender hereby consent to the future amendment and restatement of the MBB/Conduit Financing documents to be convertible debt instruments providing that all amounts outstanding under such documents are convertible into equity of the Borrower at the option of the relevant lender, which may be exercised by such lender with respect to (x) principal or (y) principal, interest and any other amounts due under with respect to either the initial loan made thereunder or all loans made by such lender, and to any extension of the maturity date by the relevant lender or other amendments to the MBB/Conduit Financing documents which do not adversely affect Agent or Lender or their rights under the Loan Agreement or any related documents, provided, however, that Borrower shall provide notice and deliver to Agent fully executed copies of any such future amendments of the MBB/Conduit Financing documents promptly after their execution.

- b. Jurisdiction of Formation; Principal Place of Business. Pursuant to Section 7.10 of the Loan Agreement, the Borrower may not change its jurisdiction of formation without ten (10) days' prior written notice to Agent or relocate its chief executive office or its principal place of business without providing prior written notice to Agent. Notwithstanding anything to the contrary set forth in the Loan Agreement and subject to the terms and conditions set forth herein, Agent and Lender hereby consent, effective as of the date hereof, to the plans of PE Inc. to change its jurisdiction of formation from Minnesota to Delaware, and to relocate its chief executive office or its principal place of business to New York, provided, however, that Borrower shall provide written notice to Agent of the change of jurisdiction of formation to Delaware and of the street address of its new principal place of business in New York within ten (10) days of (i) such reincorporation or conversion and (ii) relocation.

3. Amendments to Loan Agreement. The Loan Agreement is hereby amended as follows:

- a. Section 7.11 shall be amended and restated as follows:

7.11 Deposit Accounts. No Deposit Accounts shall be maintained, opened or established in the name of Borrower or any Subsidiary unless (a) Agent shall have entered into an Account Control Agreement as to such Deposit Accounts, or (b) a third party creditor of Borrower (including without limitation Decathlon Specialty Finance, LLC) that has entered into an account control agreement as to such Deposit Accounts shall have delivered to Agent a written agreement in form reasonably satisfactory to Agent to act as Agent's bailee for perfection with respect to such Deposit Accounts.

b. Section 7.19(a) shall be amended and restated as follows:

7.19(a) As soon as practicable (and in any event within forty-five (45) days) after the end of each month, unaudited interim and year-to-date financial statements as of the end of such month (prepared on a consolidated and consolidating basis, if applicable), including balance sheet and related statements of income and cash flows accompanied by a report detailing any material contingencies (including the commencement of any material litigation by or against Borrower) or any other occurrence that could reasonably be expected to have a Material Adverse Effect, all certified by Borrower's Chief Executive Officer or Chief Financial Officer to the effect that they have been prepared in accordance with GAAP, except (i) for the absence of footnotes, (ii) that they are subject to normal year-end adjustments, and (iii) they do not contain certain non-cash items that are customarily included in quarterly and annual financial statements.

c. Section 7.19(d) shall be amended and restated as follows:

(d) As soon as practicable (and in any event within forty-five (45) days) after the end of each month, a Compliance Certificate; and

d. Subsections (a) and (b) of Section 11.2 (Notice) shall be amended and restated as follows:

(a) If to Agent:

Hercules Capital, Inc.
Legal Department
Attention: Chief Legal Officer
1 North B Street, Suite 2000
San Mateo, CA 94401

(b) If to the Lender:

Hercules Capital, Inc.
Legal Department
Attention: Chief Legal Officer
1 North B Street, Suite 2000
San Mateo, CA 94401

4. Effective Date of Amendment. This Amendment shall be effective as of the Third Amendment Date.

5. Delivery of Amendment to Decathlon Subordination Agreement. Within thirty (30) days of the Third Amendment Date, Borrower shall deliver to Agent a duly executed Amendment to Subordination Agreement dated as of June 1, 2023 among PE, Inc., Decathlon Specialty Finance, LLC ("Decathlon") and Agent, substantially in the form attached as Exhibit "B" (includes provisions confirming Decathlon's agreement to act as Agent's bailee for perfection with respect to the Deposit Accounts).

6. Borrower's Representations and Warranties. Borrower represents and warrants that:

(a) Immediately upon giving effect to this Amendment (i) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date), and (ii) no Event of Default has occurred and is continuing with respect to which Borrower has not been notified in writing by Lender.

(b) Borrower has the corporate power and authority to execute and deliver this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment.

(c) The articles of organization, limited liability company agreement or certificate of incorporation (applicable), bylaws or operating agreement (as applicable) and other organizational documents of Borrower delivered to Lender on the Closing Date or any other date prior to the Third Amendment Date remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect.

(d) The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, have been duly authorized by all necessary corporate action on the part of Borrower.

(e) This Amendment has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights; and

(f) As of the date hereof, it has no defenses against the obligations to pay any amounts under the Obligations. Borrower acknowledges that Lender has acted in good faith and has conducted in a commercially reasonable manner its relationships with Borrower in connection with this Amendment and in connection with the Loan Documents.

7. Agent's and Lender's Representation and Warranty. Immediately upon giving effect to this Amendment, to their actual knowledge, Agent and Lender represent and warrant that no Event of Default is existing or continuing nor has any other event occurred and is continuing which would be an Event of Default but for the passage of time, .

8. Integration. This Amendment and the Loan Agreement represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of the Loan Agreement merge into this Amendment and the Loan Agreement.

9. Prior Agreement. The Loan Agreement is hereby ratified and reaffirmed and shall remain in full force and effect. This Amendment is not a novation and the terms and conditions of this Amendment shall be in addition to and supplemental to all terms and conditions set forth in the Loan Agreement. In the event of any conflict or inconsistency between this Amendment and the Loan Agreement, the terms of this Amendment shall be controlling, but the Loan Agreement shall not otherwise be affected or the rights therein impaired. The amendments in Section 3 above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term of the Loan Agreement, or (b) otherwise prejudice any right or remedy which Lender or Agent may now have, or may have in the future

under or in connection with the Loan Agreement or any instrument or agreement referred to therein.

10. Governing Law. This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

11. Effectiveness. This Amendment shall become effective upon the satisfaction of all the following conditions precedent:

(a) Amendments. Immediately upon giving effect to this Amendment (i) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date), and (ii) no Event of Default has occurred and is continuing with respect to which Borrower has not been notified in writing by Lender.

(b) Payment of Lender Expenses. Borrower shall have paid all of Agent's and Lender's professional fees pursuant to Section 11.12 (including all reasonable attorneys' fees and reasonable expenses) incurred through the date of this Amendment.

(c) MBB/Conduit Subordination Agreement. Agent shall have received the duly executed MBB/Conduit Subordination Agreement.

(d) Amendment to Decathlon Subordination Agreement. Agent shall have received a duly executed Amendment to Subordination Agreement dated as of June 1, 2023 among PE, Inc., Decathlon Specialty Finance, LLC and Agent, substantially in the form attached as Exhibit "B."

12. Counterparts. This Amendment may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument.

13. Binding Effect. This Amendment shall inure to the benefit of the and be binding on the Borrower and its permitted assigns (if any).

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, Borrower, Lender and Agent have duly executed and delivered this Consent and Amendment to Loan and Security Agreement as of the day and year first above written.

BORROWER:

PINEAPPLE ENERGY LLC,
a Delaware limited liability company

Signature: _____

Print Name: Scott Maskin

Title: Interim Chief Executive Officer

PINEAPPLE ENERGY INC.,
a Minnesota corporation

Signature: _____

Print Name: Scott Maskin

Title: Interim Chief Executive Officer

Accepted in San Mateo, California:

AGENT:

HERCULES CAPITAL, INC.

Signature: _____

Print Name: Zhuo Huang

Title: Associate General Counsel

LENDER:

HERCULES CAPITAL, INC.

Signature: _____

Print Name: Zhuo Huang

Title: Associate General Counsel

EXHIBIT "A"

MBB/CONDUIT SUBORDINATION AGREEMENT

EXHIBIT "B"

AMENDMENT TO DECATHLON SUBORDINATION AGREEMENT
