

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): April 14, 2026

SUNation Energy, Inc.
(Exact name of Registrant as Specified in its Charter)

Delaware
(State Or Other Jurisdiction Of Incorporation)

001-31588
(Commission File Number)

41-0957999
(I.R.S. Employer
Identification No.)

171 Remington Boulevard
Ronkonkoma, NY
(Address of Principal Executive Offices)

11779
(Zip Code)

(631) 750-9454
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	SUNE	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.

MBB Energy Line of Credit Agreement

As previously disclosed, on April 14, 2025, SUNation Energy, Inc. (the “Company”) entered into a Secured Revolving Line of Credit Agreement (the “Line of Credit Agreement”) and Secured Revolving Line of Credit Agreement Note (“Line of Credit Note”) between the Company and MBB Energy, LLC, a New York limited liability company, pursuant to which the Company may request one or more loans of up to an aggregate principle amount \$1,000,000 under this line of credit for a period of one (1) year (the “Term”) from the date of entry. Any loans drawn by the Company under this line of credit facility will carry interest on an annualized basis of 8%, payable monthly on the first day of each month thereafter. MBB Energy, LLC is an affiliate and related party of the Company by virtue of MBB Energy, LLC being an entity controlled by Messrs. Scott Maskin and James Brennan. During the Term, the Company may from time to time borrow, repay and reborrow all or part of the outstanding balance of the loans drawn thereunder on or after the date hereof and prior to the initial Maturity Date of April 15, 2026, subject to the terms, provisions and limitations set forth in the Agreement.

On April 14, 2026, the Board of Directors of the Company agreed to amend the Line of Credit Agreement and the Line of Credit Note in two principal respects: (i) to extend the Maturity Date by six (6) months to October 15, 2026 (“New Maturity Date”), and (ii) to increase the aggregate dollar capacity of the Line of Credit Agreement by fifty percent from a previous total of \$1,000,000 to a new aggregate total of \$1,500,000 (“Line of Credit Capacity”). Accordingly, the Company has amended the Line of Credit Agreement and amended the Line of Credit Note, in each case to reflect the New Maturity Date and increased Line of Credit Capacity.

Long Term Note

As previously disclosed, in connection with the acquisition of the New York based subsidiaries of SUNation on November 9, 2022, the Company issued a \$5,486,000 Long-Term Promissory Note (the “Long-Term Note”). On April 10, 2025, the Long-Term Note was amended and restated whereby the principal amount of \$5,486,000 previously due and payable under the original Long-Term Note, together with all accrued and unpaid interest owing thereunder, became due and payable on May 1, 2028, and such amended note became a senior secured instrument of the Company. Principal and interest payments under the amended Long-Term Note are payable monthly on the first day of each month commencing on June 1, 2025 for thirty-six (36) consecutive months thereafter.

On April 14, 2026, the Board of Directors approved entry into a “Debt Conversion Agreement” in connection with the conversion of up to \$1,200,000 of debt payable under the Long-Term Note into shares of restricted common stock (the “Conversion Shares”) of the Company pursuant to Regulation D of the Securities Act of 1933, as amended, on the following terms: (1) the Conversion Shares shall consist of restricted shares of voting common stock, par value \$.05 per share, (2) the Conversion Shares shall be issued at a price per share of \$1.77, which reflects a premium of 10% above the closing price of the Company’s common stock on Nasdaq Stock Market on April 13, 2026 (and also above the 5-day closing average), and (3) the Conversion Shares shall be locked-up (non-tradeable, non-transferable and non-saleable) for a period of 180 days from the date of issuance, and further subject to such other applicable SEC and Nasdaq Stock Market rules, regulations and restrictions, including Rule 144, on shares held by persons deemed to be control persons or affiliates of the Company.

The conversion of debt to equity of the Long-Term Note will reduce the outstanding secured debt of the Company payable under the Long-Term Note in the near term by approximately \$1,200,000. The Conversion Shares shall be issued to Messrs. Scott Maskin and James Brennan, each of whom is an affiliate and related party of the Company by virtue of their respective roles as chief executive officer and chief financial officer of the Company.

The foregoing description of the amended Line of Credit Agreement, Line of Credit Note and Debt Conversion Agreement, in each case, does not purport to be complete and are qualified in their entirety by reference to the full text of the amendment to the Line of Credit Agreement, amended Line of Credit Note, and the Debt Conversion Agreement, each of which are filed herewith as Exhibits 10.1, 10.2 and 10.3, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

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

The information set forth in Item 1.01 is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth in Item 1.01 is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure

On April 15, 2026, the Company issued a press release announcing the reduction of debt under the Long-Term Note, as well as the conversion of the foregoing debt to equity at a premium to the per share market price. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information set forth in Item 7.01 of this report is furnished and shall not be deemed to be “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, and shall not be deemed to be incorporated by reference in any of the Company’s filings with the Securities and Exchange Commission under the Exchange Act or the Securities Act of 1933, as amended, whether made before or after the date hereof and regardless of any general incorporation language in such filings, except as expressly set forth by specific reference in such a filing.

Forward-Looking Statements

Certain information contained in this Current Report on Form 8-K includes “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. We may in some cases use terms such as “predicts,” “believes,” “potential,” “continue,” “anticipates,” “estimates,” “expects,” “plans,” “intends,” “may,” “could,” “might,” “likely,” “will,” “should” or other words that convey uncertainty of the future events or outcomes to identify these forward-looking statements. Our forward-looking statements are based on current beliefs and expectations of our management team that involve risks, potential changes in circumstances, assumptions, and uncertainties, including our ability to continue as a going concern, our financial condition, cash position, ability to maintain a stable and substantial residential and commercial regional solar installation business following the loss of federal residential tax credits, ability to execute on potential growth, diversification or other strategic transaction. Any or all of the forward-looking statements may turn out to be wrong or be affected by assumptions we make that later turn out to be incorrect, or by known or unknown risks and uncertainties. These forward-looking statements are subject to risks and uncertainties including risks related to our ability to maintain our listing on the Nasdaq Stock Market, continue as a going concern, , and the other risks set forth in our filings with the Securities and Exchange Commission, including in our Annual Report on Form 10-K and our Quarterly Reports on Form 10-Q. For all these reasons, actual results and developments could be materially different from those expressed in or implied by our forward-looking statements. You are cautioned not to place undue reliance on these forward-looking statements, which are made only as of the date of this Current Report on Form 8-K. We undertake no obligation to publicly update such forward-looking statements to reflect subsequent events or circumstances unless required by law.

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description
10.1	Amendment to Secured Revolving Line of Credit Agreement, dated April 14, 2026
10.2	Amended Secured Revolving Line of Credit Note, dated April 14, 2026
10.3	Debt Conversion Agreement, dated April 14, 2026
99.1	Press release, dated April 15, 2026
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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.

SUNATION ENERGY, INC.

By: /s/ James Brennan
James Brennan
Chief Financial Officer

Date: April 15, 2026

**LETTER AGREEMENT
AMENDMENT**

To: MBB Energy, LLC, a New York limited liability company having an office located at 171 Remington Boulevard, Ronkonkoma, New York 11779 (the “**Lender**”)

From: SUNation Energy, Inc., a Delaware corporation having an office located at 171 Remington Boulevard, Ronkonkoma, New York 11779 (the “**Borrower**”)

Date: April 14, 2026

Secured Revolving Line of Credit Agreement dated April 14, 2025 (as amended from time to time, the “Line of Credit Agreement”)

1. INTRODUCTION

- 1.1** We refer to the Line of Credit Agreement, dated April 14, 2025.
- 1.2** Unless otherwise defined in this letter agreement amendment (the “Amendment”), terms defined in the Line of Credit Agreement (whether expressly or by incorporation) shall have the same meaning when used in this Amendment, and references to clauses, sections and schedules are to the Line of Credit Agreement unless otherwise provided.
- 1.3** The amendments requested in this Amendment will take effect from the date on which the Lender has countersigned this Amendment (the “**Effective Date**”).

2. AMENDMENTS

Each of the Borrower and the Lender hereby agrees, pursuant to Clause 10.04 (*Amendments*) of the Line of Credit Agreement and with effect from the Effective Date, that the terms “Maturity Date” and “Maximum Credit Line” on Exhibit 1.01 (*Definitions*) to the Line of Credit Agreement shall be amended and restated to read as follows:

“Maturity Date” shall mean October 15, 2026.

“Maximum Credit Line” shall mean the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00).

3. REPRESENTATIONS

- 3.1** The Borrower makes each of the representations and warranties set out in Clause 4 (*Representations and Warranties*) of the Line of Credit Agreement on the date of this Amendment and on the Effective Date by reference to the facts and circumstances then existing.
- 3.2** The Borrower further represents and warrants to the Lender that, on the Effective Date, no Default is continuing or would result from the occurrence of the Effective Date.
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4. LIMITATIONS

4.1 Except as expressly varied by the terms of this Amendment, the Line of Credit Agreement will remain in full force and effect. The Borrower reconfirms all of its obligations under the Line of Credit Agreement (as amended by this Amendment).

4.2 The amendments provided for in this Amendment are given strictly on the basis of the terms of this Amendment and without prejudice to the other rights of the Lender. Nothing in this Amendment will be deemed to constitute a further consent or waiver under the Line of Credit Agreement.

5. MISCELLANEOUS

5.1 Construction

Any reference in the Line of Credit Agreement or the Secured Revolving Line of Credit Note to the Line of Credit Agreement or any provisions thereof shall be construed as a reference to the Line of Credit Agreement, or such provisions, as amended by this Amendment.

5.2 Incorporation of Terms

The provisions of Clause 10.08 (*Governing Law; Disputes*) of the Line of Credit Agreement shall apply to this Amendment as if set out in full herein, *mutatis mutandis*.

5.3 Costs and expenses

In accordance with Clause 10.03 (*Expenses*) of the Line of Credit Agreement, the Borrower will pay all costs and expenses (including reasonable legal fees) incurred by the Lender in connection with this Amendment (whether or not the Effective Date occurs).

5.4 Governing law

This Amendment and any non-contractual obligations arising out of or in connection with it shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the State of New York without giving effect to principles of conflicts of laws or statutes.

5.5 Counterparts

This Amendment may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto. Delivery of an electronic transmission of an executed signature page shall be effective as delivery of an original.

[Remainder of page intentionally left blank. Signature pages follow.]

Yours faithfully

The Borrower

SUNATION ENERGY, INC.

By _____
Name:
Title:

We acknowledge and agree to the above.

LENDER

MBB ENERGY, LLC

By: _____
Name:
Title:

[Signature Pages to Amendment Letter]

AMENDED AND RESTATED SECURED REVOLVING LINE OF CREDIT NOTE

Up to \$1,500,000.00

April 14, 2026

FOR VALUE RECEIVED, SUNation Energy, Inc., a Delaware corporation having an office located at 171 Remington Boulevard, Ronkonkoma, New York 11779 (the "**Borrower**"), promises to pay to the order of **MBB Energy, LLC**, a New York limited liability company having an office located at 40 Grassmere Avenue, Oakdale New York 11769 ("**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, the principal sum of up to **One Million Five Hundred Thousand (\$1,500,000.00) Dollars**, in accordance with the Credit Agreement (defined herein).

This Secured Revolving Line of Credit Note (the "**Note**") is the Note referred to in that certain Secured Revolving Line of 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 conditions of that certain Subordination Agreement of even date herewith (the "**Subordination Agreement**") among Lender, the Priority Lender, and the Borrower. The term "Priority Lender" means Scott Maskin and James Brennan. Certain capitalized terms used in this Note which are not defined herein shall have the meanings ascribed to them in the Credit Agreement.

This Note amends and restates and is given in substitution for, but not in satisfaction of, that certain Secured Revolving Line of Credit Note due April 15, 2026, dated April 14, 2025, issued by Borrower in favor of Lender in the original principal amount of \$1,000,000.00 (the "**Existing Note**"). All amounts owing by Borrower in respect of the Existing Note shall continue to be owing by Borrower hereunder and shall be evidenced by this Note.

1. **Loans.** Lender may make one or more loans (individually a "**Loan**" and, collectively, the "**Loans**") to Borrower from time to time during the Term upon Borrower's written request made in accordance with the Credit Agreement; 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. During the Term, Borrower may from time to time borrow, repay and reborrow all or part of the outstanding balance of the Loans on or after the date hereof and prior to the Maturity Date, subject to the terms, provisions and limitations set forth in this Note and the Credit Agreement.

2. **Interest Rate.** Borrower shall pay to Lender interest on the unpaid principal amount of the Loans until paid in full. Each Loan shall bear interest on the unpaid principal amount thereof at a fixed interest rate equal at all times to eight percent (8%) per annum. Interest shall accrue on a daily basis and shall be payable in arrears. Interest on each Loan shall be calculated on the basis year of 360 days and shall be payable for the actual for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest is payable.

3. **Default Interest.** 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.

EXECUTION VERSION

4. **Payment of Interest.** Borrower shall pay interest to Lender in arrears on the first (1st) day of every full calendar month during the Term.

5. **Maturity.** On the Maturity Date, Borrower shall, without any notice or demand whatsoever being required, immediately repay in full the principal amount of the Loans then outstanding, together with all accrued interest thereon and all other amounts due and payable hereunder and under the other Loan Documents.

6. **Application of Payments.** All payments received by Lender hereunder shall be applied first, to interest; second, to the unpaid principal amount of all Loans then outstanding; 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 Loan Document.

7. **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 all unpaid principal due under this Note and all interest and charges due hereunder to be immediately due and payable in full, whereupon all such amounts shall automatically and immediately become due and payable in full, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived.

8. **Usury Savings Clause.** Notwithstanding anything in to the contrary stated in this Note or the Credit Agreement, the obligation of 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.

9. **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.

10. **Borrower's Absolute Obligation.** No provision of this Note 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.

11. **Prepayment.**

11.1. Permissive Prepayment. Borrower may prepay all or any part of the Loans at any time without premium or penalty.

11.2. Mandatory Prepayment. Borrower shall prepay the Loans prior to Maturity in accordance with and to the extent required by the Credit Agreement.

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

13. **Governing Laws.** This Note 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 Note 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.

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

15. **Severability.** In case any one or more of the provisions contained in this Note 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.

16. **Legal Representation.** Borrower and Lender have each had the benefit of advice from legal counsel of its own choosing.

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.

SUNATION ENERGY, INC.

By: _____
Roger Lacey
Chairman

DEBT CONVERSION AGREEMENT

This Debt Conversion Agreement (the “Agreement”) is entered into effective as of as of April 14, 2026 by and between Scott Maskin and James Brennan (the “Debt Holders”) and SUNation Energy, Inc., a Delaware corporation (the “Company”), with reference to the following facts:

WHEREAS, Debt Holders are party to that certain Amended and Restated Long-Term Senior Secured Promissory Note in the initial principal amount of \$5,605,435.52 (the “Debt”), dated April 10, 2025 (initially entered into in November 2022) (the “Long-Term Note”), which the Company and Debt Holders desire to reduce the principal and interest amount currently due thereunder by \$1,200,000 (the “Debt”) by issuing up to 677,966 restricted shares of the Company’s Common Stock, par value \$.05 per share (the “Common Stock”) to the Debt Holders having a value of \$1.77 per share (reflecting a premium to the Nasdaq Stock Market closing price of \$1.61 per share on April 13, 2026).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debt Holders and the Company agree as follows:

1. Conversion to Common Stock. Effective as of April 14, 2026, \$1,200,000 of the Debt under the Long-Term Note shall be converted into shares of Common Stock at a price per share of \$1.77 for an aggregate number of restricted shares of the Company’s common stock totaling 677,966 shares. Upon execution of this Agreement, the Company shall instruct its transfer agent to issue a total of 677,966 shares of Common Stock to the Debt Holders, and the Debt Holder shall acknowledge the repayment of \$1,200,000 under the Long-Term Note in installment payments of principal and accrued interest. Of the aggregate of 677,966 restricted shares of Common Stock being issued in exchange for and in forgiveness of an aggregate of \$1,200,000 of Debt under the Long-Term Note, Mr. Scott Maskin will receive an aggregate of 554,712 shares of the Company’s Common Stock, and Mr. James Brennan will receive an aggregate of 123,254 shares of the Company’s Common Stock.

2. Debt Holder Representations. The Company is issuing the Common Stock to Debt Holders in reliance upon the following representations made by Debt Holders

(a) each Debt Holder acknowledges and agrees that the shares of Common Stock are characterized as “restricted securities” under the Securities Act of 1933 (as amended and together with the rules and regulations promulgated thereunder, the “Securities Act”) and that, under the Securities Act and applicable regulations thereunder, such securities may not be resold, pledged or otherwise transferred without registration under the Securities Act or an exemption therefrom. Each Debt Holder acknowledges and agrees that (i) the shares of Common Stock are being offered in a transaction not involving any public offering in the United States within the meaning of the Securities Act, and the shares of Common Stock have not been registered under the Securities Act, (ii) such shares of Common Stock may be offered, resold, pledged or otherwise transferred only in a transaction registered under the Securities Act, or meeting the requirements of Rule 144, or in accordance with another exemption from the registration requirements of the Securities Act (and based upon an opinion of counsel if the Company so requests) and in accordance with any applicable securities laws of any State of the United States or any other applicable jurisdiction, and (3) in addition to the Rule 144 and other restrictions applicable to affiliates and control persons, as defined under Rule 405 of the Securities Act of 1933, as amended, the Debt Holders have further agreed to a contractual lock-up for a period of not less than 180 days from issuance of the conversion shares.

(b) Debt Holders acknowledge and agree that (i) the registrar or transfer agent for the shares of Common Stock will not be required to accept for registration of transfer any shares except upon presentation of evidence satisfactory to the Company that the restrictions on transfer under the Securities Act have been complied with and (ii) any shares of Common Stock in the form of definitive physical certificates or if held in electronic registry at the Transfer Agent, in each case will bear a restrictive legend.

(c) Debt Holders acknowledge and agree that: (a) the shares of Common Stock have not been registered under the Securities Act, or under any state securities laws, and are being issued in reliance upon federal and state exemptions for transactions not involving any public offering, including Regulation D of the Securities Act; (b) Debt Holders are acquiring the shares of Common Stock solely for each of its own account for investment purposes, and not with a view to the distribution thereof in a transaction that would violate the Securities Act or the securities laws of any State of the United States or any other applicable jurisdiction; (c) each Debt Holder is a sophisticated person with such knowledge and experience in business and financial matters that it is capable of evaluating the merits and risks of purchasing or accepting the shares of Common Stock in exchange for the Debt; (d) each Debt Holder has had the opportunity to obtain from the Company such information as desired in order to evaluate the merits and the risks inherent in holding the shares of Common Stock; (e) each Debt Holder is able to bear the economic risk and lack of liquidity inherent in holding the shares of Common Stock; (f) each Debt Holder is an “accredited investor” within the meaning of Rule 501(a) under the Securities Act; and (g) and (g) each Debt Holder either has a pre-existing personal or business relationship with the Company or its officers, directors or controlling persons, or by reason of Debt Holder’s business or financial experience, or the business or financial experience of their professional advisors who are unaffiliated with and who are not compensated by the Company, directly or indirectly, have the capacity to protect their own interests in connection with the acquisition of the Common Stock in exchange and forgiveness of the portion of the Debt that is being reduced via issuance of these shares of Common Stock.

(d) each Debt Holder’s investment in the Company pursuant to this Common Stock is consistent, in both nature and amount, with Debt Holder’s overall investment program and financial condition.

(e) Mr. Scott Maskin’s principal residence is in the State of New York and Mr. James Brennan’s principal residence is in the State of Florida.

3. Miscellaneous.

(a) This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware.

(b) This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written negotiations and agreements between the parties with respect to the subject matter hereof insofar as it relates to the issuance of the shares of Common Stock in exchange for the portion of Debt being reduced and forgiven under the Long-Term Note. No modification, variation or amendment of this Agreement (including any exhibit hereto) shall be effective unless made in writing and signed by all parties hereto.

(c) Each party to this Agreement hereby represents and warrants to the other party that it has had an opportunity to seek the advice of its own independent legal counsel with respect to the provisions of this Agreement and that its decision to execute this Agreement is not based on any reliance upon the advice of any other party or its legal counsel. Each party represents and warrants to the other party that in executing this Agreement such party has completely read this Agreement and that such party understands the terms of this Agreement and its significance. This Agreement shall be construed neutrally, without regard to the party responsible for its preparation.

(d) Each party to this Agreement hereby represents and warrants to the other party that (i) the execution, performance and delivery of this Agreement has been authorized by all necessary action by such party; (ii) the representative executing this Agreement on behalf of such party has been granted all necessary power and authority to act on behalf of such party with respect to the execution, performance and delivery of this Agreement; and (iii) the representative executing this Agreement on behalf of such party is of legal age and capacity to enter into agreements which are fully binding and enforceable against such party.

(e) This Agreement may be executed in any number of counterparts and may be delivered by facsimile transmission, all of which taken together shall constitute a single instrument.

This Agreement is entered into and effective as of the date first written above.

COMPANY:

SUNation Energy, Inc.

By: _____
Independent Director

DEBT HOLDER:

By: _____
Scott Maskin

DEBT HOLDER:

By: _____
James Brennan



SUNation Energy Announces Reduction in Long-Term Debt by Approximately \$1.2 Million

Transaction intended to lower leverage and reduce future cash obligations and better align its capital structure

Expected to retire approximately \$1.2 million of long-term debt

RONKONKOMA, N.Y., April 15, 2026 (GLOBE NEWSWIRE) -- SUNation Energy, Inc. (Nasdaq: SUNE) ("SUNation" or the "Company"), a leading provider of residential and commercial solar energy systems, battery storage solutions, and comprehensive energy services, today announced that its Board of Directors has approved, subject to final documentation and customary closing conditions, a partial conversion of certain outstanding long-term debt into shares of restricted common stock as the next step in the Company's deliberate transformation designed to simplify its balance sheet and reduce legacy debt obligations, while also better aligning its capital structure with existing shareholders.

The transaction will reduce SUNation's outstanding long-term debt by approximately \$1.2 million and will reduce or eliminate certain near-term cash obligations associated with servicing this debt. The Company believes the transaction will further strengthen its balance sheet while supporting its broader efforts as it explores strategic transactions, which it announced on April 9, 2026.

Under the terms, SUNation would issue approximately 677,000 shares of its restricted common stock in exchange for the near term retirement of approximately \$1.2 million of long-term debt under its outstanding April 2025 (originally November 2022) senior secured promissory note held by the Company's chief executive officer and chief financial officer. The shares of common stock will be issued at \$1.77 per share, which carries a 10% premium to the closing price of April 13, 2026. The restricted share issuance will represent an aggregate of approximately 19.9% of the Company's outstanding public float, all of such shares will be locked-up for not less than 180 days from the date of issuance (and subject to additional affiliate restrictions under applicable securities laws). The Company expects the transaction, upon completion, to reduce leverage, improve near term cash flow by eliminating or lowering monthly debt service requirements through September 2026, and better align stakeholders with the Company's long-term equity value creation objectives.

This conversion of a portion of the Company's secured debt to equity is another step in a series of meaningful steps that the Company has taken over the past year to reduce near-term balance sheet pressure by minimizing cash usage, while supporting the Company's ongoing strategic review process. The Company believes this near term retirement of a portion of secured related-party liability in exchange for its restricted common stock at a premium to the market price is consistent with that approach, including, by way of example, the elimination of an aggregate of approximately \$14 million in other short and long term debt obligations over the past 14 months.



SUNation does not intend to provide additional updates regarding the strategic review process unless the Board of Directors approves a specific course of action or the Company otherwise determines that additional disclosure is appropriate or necessary.

This press release is not intended to and shall not constitute an offer to buy or sell or the solicitation of an offer to buy or sell any securities, or a solicitation of any vote or approval, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offer of securities shall be made, except by means of a prospectus meeting the requirements of Section 10 of the Securities Act.

ABOUT SUNATION ENERGY, INC.

SUNation Energy Inc. (Nasdaq: SUNE) is a leading provider of sustainable solar energy and backup power solutions to residential, commercial, and municipal customers. The Company designs, installs, finances, and services solar energy systems and related technologies, helping customers reduce energy costs, increase energy independence, and transition to cleaner energy solutions.

For more information, visit ir.sunation.com

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FORWARD-LOOKING STATEMENTS

Our prospects here at SUNation Energy Inc. are subject to uncertainties and risks. This news release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933 and Section 21E of the Securities Act of 1934. The Company intends that such forward-looking statements be subject to the safe harbor provided by the foregoing Sections. These forward-looking statements are based largely on the expectations or forecasts of future events, can be affected by inaccurate assumptions, and are subject to various business risks and known and unknown uncertainties, a number of which are beyond the control of management.

Therefore, actual results could differ materially from the forward-looking statements contained in this presentation. The Company cannot predict or determine after the fact what factors would cause actual results to differ materially from those indicated by the forward-looking statements or other statements. The reader should consider statements that include the words “believes”, “expects”, “anticipates”, “intends”, “estimates”, “plans”, “projects”, “should”, or other expressions that are predictions of or indicate future events or trends, to be uncertain and forward-looking. We caution readers not to place undue reliance upon any such forward-looking statements. The Company does not undertake to publicly update or revise forward-looking statements, whether because of new information, future events or otherwise. Additional information respecting factors that could materially affect the Company and its operations are contained in the Company’s filings with the SEC which can be found on the SEC’s website at www.sec.gov.



Source: SUNation Energy, Inc.