Risk Factors Comparison 2025-03-31 to 2024-04-09 Form: 10-K

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An investment in our securities is speculative and involves a high degree of risk. Before deciding whether to invest in our securities, you should consider carefully the risks described below, together with other information in this Annual Report on Form 10- K and the other information and documents we file with the SEC. The occurrence of any of the following risks could have a material and adverse effect on our business, reputation, financial condition, results of operations and future growth prospects, as well as our ability to accomplish our strategic objectives. As a result, the trading price of our ~~Common~~ **common Stock** ~~stock~~ could decline, and you could lose all or part of your investment. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our business **operations, financial condition, results of** operations and stock price. Risks Related to the Solar Energy Industry The solar energy industry is an emerging market which is constantly evolving and may not develop to the size or at the rate we expect ~~. Demand for home solar systems may decline~~ , **which could** ~~cease~~ **cause an adverse effect on** ~~or~~ **our business** ~~take longer to develop than we expect.~~ The distributed home solar energy market is at a relatively early stage **of development** and is a constantly evolving market. **The** ~~We believe the~~ solar energy industry is still developing and maturing, and **as such,** we cannot be certain that the market will grow to the size or at the rate we expect. Any future growth of the solar energy market and the success of our solar service offerings depend on many factors beyond our control, including recognition and acceptance of the solar service market by consumers, the pricing of alternative sources of energy, a favorable regulatory environment, the continuation of expected tax benefits and other incentives, and our ability to provide our solar service offerings cost effectively. If the markets for solar energy do not develop to the size or at the rate we expect, or demand for distributed home solar energy systems fails to develop sufficiently, our business may be adversely affected. Many factors may affect the demand for solar energy systems, including the following: • availability, substance and magnitude of solar support programs including government targets, subsidies, incentives, renewable portfolio standards and residential net metering rules; • the relative pricing of other conventional and non- renewable energy sources, such as natural gas, coal, oil and other fossil fuels, wind, utility- scale solar, nuclear, geothermal and biomass; • performance, reliability and availability of energy generated by solar energy systems compared to conventional and other non- solar renewable energy sources; • availability and performance of energy storage technology, the ability to implement such technology for use in conjunction with solar energy systems and the cost competitiveness such technology provides to customers as compared to costs for those customers reliant on the conventional electrical grid; and • general economic conditions and the level of interest rates. Solar energy has yet to achieve broad market acceptance and depends in part on continued support in the form of rebates, tax credits, and other incentives from federal, state and local governments. If this support diminishes materially, our ability to obtain external financing on acceptable terms, or at all, could be materially adversely affected. These types of funding limitations could lead to inadequate financing support for the anticipated growth in our business **, to renew financing for the acquisitions that we have completed, or to provide financing for acquisitions that we identify in the future** . We cannot be certain if historical growth rates reflect future opportunities or whether growth anticipated by us will be realized. Furthermore, growth in home solar energy depends in part on macroeconomic conditions, retail prices of electricity and customer preferences, each of which can change quickly. Declining macroeconomic conditions, including in the job markets **, commodity markets,** and residential real estate markets, could contribute to instability and uncertainty among customers and impact their financial wherewithal, credit scores **and ultimately, their demand for home solar energy systems** or interest in entering into long- term contracts, even if such contracts would generate immediate and long- term savings. Furthermore, market prices of retail electricity generated by utilities or other energy sources could decline for a variety of reasons, as discussed further below. Any such declines in macroeconomic conditions, changes in retail prices of electricity or changes in customer preferences would adversely impact our business ~~. Global economic conditions and any related ongoing impact of supply chain constraints, including the market for our products and services could adversely affect our results of operations The uncertain condition of the global economy as well as the current conflict between Russia and Ukraine, including the retaliatory economic measures taken by Unites States, European, and others continue impacting businesses around the world. The deterioration of the economic conditions or financial uncertainty to provide our services could reduce customers' confidence and negatively affect our sales and results of operations. Also, the recent inflationary pressures have increased the cost of energy, raw materials, and other indirect costs used in our business could adversely influence customer purchasing decisions. We cannot predict whether or when such circumstances may change, improve, or worsen in the near future~~ . Our solar partners or suppliers may be unwilling or unable to fulfill their respective warranty and other contractual obligations. Warranty claims, product liability claims or accidents against us could adversely affect our business We agree to maintain the solar energy systems ~~and energy storage systems installed on our customers' homes~~ during the length of the term of our Customer Agreements, which are typically 20 years. We are exposed to any liabilities arising from the solar energy systems' failure to operate properly and are generally under an obligation to ensure each solar energy system remains in good condition during the term of the Customer Agreement. We are the beneficiary of the manufacturers' and system installers' warranty coverage, typically of 20 years for equipment warranties and five to ten years for workmanship warranties. In the event that such warranty providers file for bankruptcy, cease operations or otherwise become unable or unwilling to fulfill their warranty or related maintenance obligations, we may not be adequately protected by such warranties or maintenance obligations. Even if such warranty providers fulfill their obligations, the warranty or maintenance obligations may not be sufficient to protect us against all of our losses. These warranties are subject to liability and other limits. If we seek warranty protection and a warranty

provider is unable or unwilling to perform its warranty obligations, whether as a result of its financial condition, its ability to act in a timely manner, or otherwise, or if the term of the warranty or maintenance obligation has expired or a liability limit has been reached, there may be a reduction or loss of protection for the affected assets, which could have a material adverse effect on our business, financial condition and results of operations. **Additionally, it is possible that the solar energy systems could cause injuries or property damage due to product malfunctions, defects or other causes. The solar energy systems or their components could also be subject to recalls either due to production defects or malfunctions, which could be expensive to resolve and may divert management' s attention. In addition, product liability claims, injuries, defects or other problems experienced by other companies could lead to unfavorable market conditions to the industry as a whole and may have an adverse effect on our ability to expand our portfolio of customer agreements and related solar energy systems, which could affect our business, financial condition and results of operations.** Our failure to accurately predict future liabilities related to material quality or performance expenses could result in unexpected volatility in our financial condition. ~~Because of~~ **Due to** the long estimated useful life of our solar energy systems, we have been required to make assumptions and apply judgments regarding a number of factors, including our anticipated rate of warranty claims and the durability, performance and reliability of our solar energy systems ~~. Additionally, we discontinued our Drivetrain business, sold some of the assets relating to this business and retained warranty obligations relating to the historical business. If our warranty reserves are inadequate to cover future warranty claims, our business, prospects, financial condition and operating results could be materially and adversely affected. We may become subject to significant and unexpected warranty expenses as well as claims from former customers~~ . We made these assumptions based on the historic performance of similar solar energy systems or on accelerated life cycle testing. Our assumptions could prove to be materially different from the actual performance of our solar energy systems, causing us to incur substantial expense to repair or replace defective solar energy systems in the future or to compensate customers for solar energy systems that do not meet their performance guarantees. Equipment defects, serial defects or operational deficiencies also would reduce our revenue from Customer Agreements ~~because~~ **since** the customer payments under such Customer Agreements are dependent on solar energy system production or would require us to make refunds under performance guarantees. Any widespread product failures or operating deficiencies may damage our market reputation and adversely impact our financial results. Developments in technology or improvements in distributed solar energy generation and related technologies or components may materially adversely affect ~~demand for~~ our ~~offerings~~ **ability to retain customers** Significant developments in technology, such as advances in distributed solar power generation, energy storage solutions such as batteries, energy storage management systems, the widespread use or adoption of fuel cells for residential or commercial properties or improvements in other forms of distributed or centralized power production may materially and adversely affect ~~demand for~~ our ~~offerings~~ **ability to retain customers** and otherwise affect our business. Future technological advancements may result in reduced prices to consumers or more efficient solar energy systems than those available today, **and we** ~~either of which may result in current customer dissatisfaction. We~~ may not be able to adopt these new technologies as quickly as our competitors or on a cost- effective basis **. This could result in current customer dissatisfaction, resulting in customers switching to competitor service providers who provide these new technologies more quickly or more cost- effectively** . Due to the length of our Customer Agreements, the solar energy system deployed on a customer' s residence may be outdated prior to the expiration of the term of the related Customer Agreement, reducing the likelihood of renewal of our Customer Agreement at the end of the applicable term and possibly increasing the occurrence of customers seeking to terminate or cancel their Customer Agreements or customer defaults. If current customers become dissatisfied with the price they pay for their solar energy system under our Customer Agreements relative to prices that may be available in the future or if customers become dissatisfied by the output generated by their solar energy systems relative to future solar energy system production capabilities, or both, this may lead to customers seeking to terminate or cancel their Customer Agreements or to higher rates of customer default and have an adverse effect on our business, financial condition and results of operations. Additionally, recent technological advancements may impact our business in ways we do not currently anticipate. Any failure by us to adopt or have access to new or enhanced technologies or processes, or to react to changes in existing technologies, could result in product obsolescence or the loss of competitiveness of and decreased consumer ~~interest in~~ **retention for** our solar energy services, which could have a material adverse effect on our business, financial condition and results of operations. Our solar energy systems ~~and energy storage systems~~ depend heavily on suitable solar and meteorological conditions **, which may be impacted by the effects of climate change** . Seasonality fluctuations and effects of climate change could adversely affect our results of operations The energy produced and the revenue and cash receipts generated by a solar energy system depend on suitable solar, atmospheric ~~,~~ and weather conditions, all of which are beyond our control **. Furthermore, our systems could be damaged by severe weather or natural catastrophes, such as hurricanes, freezes, hailstorms, tornadoes, fires or earthquakes** . Shifts in weather are difficult to predict and may not be immediately apparent, and the impact of these changes is difficult to quantify from period to period. Our economic model and projected returns on our solar energy systems require achievement of certain production results from our systems and, in some cases, we guarantee these results to our consumers. There can be no assurance we will be successful in implementing effective strategies to counter these shifts in weather. If the solar energy systems underperform for any reason, our business could suffer. For example, the amount of revenue we recognize in a given period and the amount of our obligations under the performance guarantees of our Customer Agreements are dependent in part on the amount of energy generated by solar energy systems under such Customer Agreements. Furthermore, climate change could exacerbate the frequency and severity of weather events in all areas where we operate. Climate change or other factors could also cause prevailing weather patterns to materially change in the future, making it harder to predict the average annual amount of sunlight striking each location where our solar energy ~~systems and energy storage~~ systems are. Potential negative effects of climate change include, among others, a temporary decrease in solar availability in certain locations, disruptions in transmission grids and delays or reductions in new installations. These or other effects could make our solar energy systems less economical

overall or make individual solar energy systems less economical. Any of these effects on meteorological conditions could harm our business, financial condition ~~,~~ and results of operations. We typically bear the risk of loss and the cost of maintenance, repair and removal on solar energy systems that are owned by our subsidiaries and included in tax equity vehicles We typically bear the risk of loss and are generally obligated to cover the cost of maintenance, repair ~~,~~ and removal for any of our solar energy systems. Under our Customer Agreements, we agree to operate and maintain the solar energy system for a fixed fee calculated to cover our future expected maintenance costs. If our solar energy systems require an above- average amount of repairs or if the cost of repairing the solar energy systems is higher than our estimate, we would need to perform such repairs without additional compensation. If our solar energy systems are damaged as the result of a natural disaster beyond our control, losses could exceed or be excluded from our insurance policy limits and we could incur unforeseen costs that could harm our business and financial condition. We may also incur significant costs for taking other actions in preparation for, or in reaction to, such events. We purchase property insurance with industry standard coverage and limits to ~~hedge~~ **protect** against such risk, but such coverage may not cover our losses. ~~Risks Related to Our Business~~ **The value of our solar energy systems at the end of the associated term of the Customer Agreement may be lower than projected, which may adversely affect our financial performance, results of** ~~Operations~~ **operation and valuation** We ~~are~~ **depreciate the costs of our solar energy systems over their estimated useful life of 30 years. At the end of the initial term of the Customer Agreement, we may choose to remove the solar energy systems at no cost to the customer, or customers may choose to purchase their solar energy systems, ask to remove the system at our cost, or renew their Customer Agreements. Customers may choose not to renew or purchase for** ~~an~~ **any** ~~early stage company~~ **reason, including pricing, decreased energy consumption, relocation of residence, or switching to a competitor product. Furthermore, it is difficult to predict how future environmental regulations may affect the costs associated** with **the removal** ~~a history of losses~~ , ~~and~~ **disposal or recycling of our solar energy systems. If the residual value of the solar energy systems is less than** we expect **at the end of the Customer Agreement, we may be required** to ~~incur significant expenses~~ **accelerate the recognition of all or some of the remaining unamortized costs. This could materially impair our results of operations. Increases in the cost or reduction in supply of solar energy system components due to tariffs or trade restrictions imposed by the U. S. government could have** ~~and~~ **an adverse effect on our business, financial condition, and results of China is a major producer of solar products. Certain solar cells, modules, laminates and panels from China are subject to various U. S. anti- dumping and countervailing duty rates, depending on the exporter supplying the product, imposed by the U. S. government as a result of determinations that the U. S. was materially injured as a result of such imports being sold at less than fair value. If alternative sources are not available on competitive terms, our servicers may be required to purchase these products from manufacturers in China. In addition, tariffs on solar cells, modules and inverters in China may put upward pressure on prices of these products in other jurisdictions, which could reduce our ability to offer competitive pricing to customers. The anti- dumping and countervailing duties are subject to annual review and may be increased or decreased. Furthermore, under Section 301 of the Trade Act of 1974, the Office of the United States Trade Representative has imposed and raised, and may** ~~continuing~~ **continue** ~~losses~~ **to raise, tariffs on certain imports from China, including certain solar products, and such additional tariffs on certain Chinese solar products have been imposed during the first quarter of 2025. Since these tariffs impact the purchase price of solar products, these tariffs raise the cost associated with purchasing these solar products from China and reduce the competitive pressure on providers of solar products not subject to these tariffs. The U. S. government also has imposed various trade restrictions on Chinese entities determined to be acting contrary to U. S. foreign policy and national security interests. Although we maintain policies and procedures designed to maintain compliance with applicable governmental laws and regulations, these and other similar trade restrictions that may be imposed against Chinese entities in the future may have the effect of restricting the global supply of, and raising prices for, certain solar products, which could increase the overall cost of solar energy system maintenance and reduce our ability to offer competitive pricing in certain markets.** We ~~incurred net losses of approximately $ 65~~ **cannot predict what additional actions the U** . **S** ~~8 million and $ 93~~ . ~~9 million~~ **may adopt with respect to tariffs or other trade regulations or what actions may be taken by other countries in retaliation** for **such measures. The tariffs described above, the adoption and expansion of trade restrictions, the occurrence of a trade war or** ~~the~~ **other** ~~years ended December 31~~ **governmental action related to tariffs** , ~~2023~~ **trade agreements or related policies have the potential to adversely impact our suppliers' supply chains** and ~~2022~~ **access to equipment and products** , ~~respectively~~ **as well as our costs and ability to economically serve certain markets. If additional measures are imposed or other negotiated outcomes occur, the ability of our suppliers to purchase these products on competitive terms or to access specialized technologies from other countries could be further limited, which could adversely affect our business, financial condition, and results of operations** . We ~~believe~~ **face competition from traditional energy companies as well as solar and other renewable energy companies The solar energy industry is highly competitive and continually evolving as participants strive to distinguish themselves within their markets and compete with large utilities. We face competition from established utilities** that **supply energy to customers by traditional means. Utilities generally have substantially greater financial, technical, operational, and other resources than we do. As a result, utilities may be able to devote more resources to the research, development, or promotion of their products or respond more quickly to evolving industry standards and changes in market conditions than we can. Furthermore, these competitors are able to devote substantially more resources and funding to regulatory and lobbying efforts. Utilities could also offer other value- added products or services that could help them compete with us. Regulated utilities also are increasingly seeking approval to " rate- base " their own solar energy system businesses. Rate- basing means that utilities would receive guaranteed rates of return for their solar energy system businesses. Our competitiveness would be significantly harmed if more utilities receive such permission since we do not receive guaranteed profits for our solar service offerings. We compete with solar**

companies with vertically integrated business models, including maintenance services. If the integrated approach of our competitors is successful, it may limit our ability to acquire solar energy systems. Solar companies with vertically integrated business models could also offer other value- added products or services that could help them to compete with us. Larger competitors may also be able to access financing at a lower cost of capital than we are able to obtain. We also compete with solar companies with business models similar to our own, and we may also face competition from new entrants into the market. Some of these competitors may have a higher degree of brand name recognition, differing business or pricing strategies, lower barriers to entry into the solar market, and greater capital resources than we have, as well as extensive knowledge of our target markets. We have historically provided our solar services to residential customers and have begun, and intend to continue, to expand to other markets. There is intense competition in the solar energy sector in the markets in which we operate and the markets in which we intend to operate. As new entrants continue to enter into these markets, and as we enter into new markets, we may be unable to grow or maintain our operations and we may be unable to compete with companies that have already established themselves in those markets. As the solar industry grows and evolves, we will continue to ~~incur operating and net losses through~~ **face existing competitors as well as new competitors who are not currently in the market (including** ~~the~~ **those** ~~near future~~ **resulting from the consolidation of existing competitors) and new technologies** . ~~We~~ **Our failure to adapt to changing market conditions, to** ~~completed -- compete the acquisition of Legacy Spruce Power~~ **successfully with existing or new competitors** and ~~discontinued and disposed of~~ **to adopt new or enhanced technologies could limit** our **growth** ~~legacy businesses,~~ and as a result our future net income..... not result in revenues, which would have a material adverse effect on our **business, financial condition, and** results of operations ~~and further increase~~ **. A material reduction in the retail price of traditional utility generated electricity or electricity from other sources could harm** our ~~losses~~ **business, financial condition, and results of operations Decreases in the retail price of electricity from electric utilities or from other energy sources, could harm our ability to offer competitive pricing and could harm our business . The price of electricity from utilities could decrease as a result of: • the construction of a significant number of new power generation plants, including nuclear, coal, natural gas, or renewable energy technologies; • the construction of additional electric transmission and distribution lines; • a reduction in the price of natural gas or other natural resources; • energy conservation technologies that provide less expensive energy, including storage; and • utility rate adjustments and customer class cost reallocation. A reduction in utility electricity prices would make our solar service offerings less attractive. If the retail price of energy available from utilities were to decrease due to any of these or other reasons, we would be at a competitive disadvantage. As a result, we may be unable to maintain our customers and our growth would be limited. Risks Related to** Our **Business Operations We may not realize the anticipated benefits of past or future investments, strategic transactions, or acquisitions, and integration of these acquisitions may disrupt our** business ~~model requires further market penetration to drive growth~~ and ~~a failure to~~ **management We have in the past and may in the future,** acquire ~~additional~~ **solar portfolios, companies, products or technologies or enter into other strategic transactions. For example, in March 2023, we completed the SEMTH Acquisition acquiring approximately 22, 500 customer contracts; in August 2023, we completed the Tredegar Acquisition acquiring 2, 400** home solar ~~portfolios~~ **assets and contracts; and in November 2024, we completed the NJR Acquisition acquiring 9, 800 solar energy systems. We may not realize the anticipated benefits of past or future investments, strategic transactions or acquisitions, and these transactions involve numerous risks that are not within our control. These risks include the following, among others: • failure to satisfy the required conditions and otherwise complete a planned acquisition or other strategic transaction on a timely basis or at all; • legal or regulatory proceedings, if any, relating to a planned acquisition or other strategic transaction and the outcome of such legal proceedings; • difficulty in assimilating the operations, systems and personnel of the acquired company; • difficulty in effectively integrating the acquired technologies or products with our current products and technologies; • difficulty in maintaining controls, procedures and policies during the transition and integration; • disruption of our ongoing business and distraction of our Management and employees from other opportunities and challenges due to integration issues; • difficulty integrating the acquired company' s accounting, management information and other administrative systems; • inability to retain key technical and managerial personnel of the acquired business; • inability to retain key customers, vendors and other business partners of the acquired business; • inability to achieve the financial and strategic goals for the acquired and combined businesses; • incurring acquisition- related costs or amortization costs for acquired intangible assets that** ~~would~~ **could impact our results of operations; • significant post- acquisition investments which may lower the actual benefits realized through the acquisition; • potential failure of the due diligence processes to identify significant issues with product quality, legal and financial liabilities, among other things; • moderating and anticipating the impacts of inherent or emerging seasonality in acquired customer agreements; and • potential inability to obtain, or obtain in a timely manner, approvals from governmental authorities, which could delay or prevent such acquisitions. Our failure to address these risks, or other problems encountered in connection with our past or future investments, strategic transactions or acquisitions, could cause us to fail to realize the anticipated benefits of these acquisitions or investments, cause us to incur anticipated liabilities, and harm our business generally. Future acquisitions could also result in dilutive issuances of our equity securities, the incurrence of debt, contingent liabilities, amortization expenses, incremental expenses or the write- off of any related goodwill, any of which could harm our financial condition or results of operations, and the trading price of our common stock could decline. If we fail to manage our recent and future growth effectively, we may be unable to execute our business plan, maintain high levels of customer service, or adequately address competitive challenges We** have **experienced growth in recent periods, and we intend to continue such efforts to expand our business. This growth has placed, and any future growth may continue to place,** a **significant strain** ~~material adverse effect~~ on our **management, operational and financial infrastructure. Our growth requires our**

management to devote a significant amount of time and effort to maintain and expand our relationships with customers and other third parties, acquire new customers and otherwise manage our expansion. In addition, our current and planned operations, personnel, information technology, and other systems and procedures might be inadequate to support our future growth and may require us to make additional unanticipated investments in our infrastructure. Our success and ability to further scale our business will depend, in part, on our ability to manage these changes in a cost-effective and efficient manner. If we cannot manage our growth, we may be unable to take advantage of market opportunities, execute our business strategies, or respond to competitive pressures. This could also result in declines in quality or customer satisfaction, increased costs, difficulties in introducing new solar service offerings, or other operational difficulties. Any failure to effectively manage growth could adversely impact our business, operating results **, financial condition,** and **reputation** ~~business and could result in our operating expenses exceeding our revenues . It~~ **We** may be ~~difficult to predict~~ **unsuccessful in introducing** ~~our~~ **or** ~~future revenues and appropriately budget~~ **executing on new service offerings** ~~for~~ **or** ~~our expenses~~ **in penetrating new markets** , **which could adversely** ~~and we have limited insight into trends that may emerge and~~ affect our business ~~. In~~ **Our success and ability to compete depend on** the ~~event~~ **service offerings** that ~~actual results differ from~~ **we have developed or may develop in the future. There is a risk that the service offerings that we have developed or may develop may not meet the demands of** our ~~estimates~~ **customers** or **target markets, do not achieve market acceptance, or that the marketing of the services may not be as successful as anticipated. If** we ~~adjust~~ **fail to introduce new service offerings that meet the demands of** our ~~estimates in future periods~~ **customers or target markets or do not achieve market acceptance, or if we fail to penetrate new markets** , our **business** ~~operating results and financial position~~ could be ~~materially~~ **adversely** affected ~~. Our future results depend on the successful implementation of Management' s growth strategies (including acquisition of additional home solar portfolios and the launch of new products and services) and are based on assumptions and events over which we have only partial or no control. These initiatives and products may not generate as much revenue, cost more to bring to market and create greater liabilities than we anticipate. We will continue to encounter risks and difficulties frequently experienced by early stage companies, including scaling up our infrastructure and headcount, and may encounter unforeseen expenses, difficulties or delays in connection with our growth. In addition, as a result of the capital-intensive nature of our business, we may sustain substantial operating expenses without generating sufficient revenues to cover expenditures~~ . We may require additional financing to support the development of our business and implementation of our growth strategy **, and if financing is not available to us on acceptable terms when needed, our ability to continue to grow our business could be materially adversely affected** We ~~expect to have sufficient capital for the next 12 months for our operations and strategic initiatives. However, we~~ may require additional capital investment in the future to fund operations and support strategic initiatives. There can be no assurance that we will have access to the capital we need on favorable terms when required or at all. Additional financing may not be available on terms acceptable to us. If we are unable to obtain needed financing on acceptable terms, we may not be able to implement our business plan, which could have a material adverse effect on our business, financial condition, results of operations and prospects. If we raise additional funds through the sale of equity, convertible debt or other equity- linked securities, our shareholders ~~'~~ **'** ownership will be diluted. We may issue securities that have rights, preferences and privileges senior to our ~~Common~~ **common** ~~Stock~~ **stock** . We **do not directly control certain costs related to our business, which could put us at a disadvantage relative to companies who have a vertically integrated business model We do not have direct control over the costs our suppliers charge for the components of solar energy systems or the costs of maintaining such systems. This may lead us to charge higher prices than our competitors with a vertically integrated business model, causing us to be unable to maintain or increase market share. Our growth and performance depend in part on the success of our relationships with third parties, including our servicing partners Our growth depends in part on developing or expanding our relationships with third parties. Among other things, our business depends on attracting and retaining new and existing servicing partners. Negotiating relationships with our servicing partners, investing in due diligence efforts with potential servicing partners, training such servicing partners and monitoring them for compliance with our standards require significant time and resources and may present greater risks and challenges than expanding our internal servicing teams. If we** are **unsuccessful in establishing or maintaining** ~~highly dependent on the services of~~ our ~~Chief Executive Officer~~ **relationships with these third parties** , **our ability to grow our business** and **address our market opportunity could be impaired. Even** if we are ~~unable~~ -- **able** to **establish and maintain these relationships, we may not be able to execute on our goal of leveraging these relationships to meaningfully expand our business, brand recognition, and customer base, which could limit our growth potential and our opportunities to generate significant additional revenue or cash flows. In the event that any of our third- party servicers fails to perform its servicing duties, or experiences a termination or cancellation event under the applicable servicing agreement, or we otherwise experience an interruption in that third party servicer' s performance, we may incur additional costs associated with obtaining a replacement servicer and seeking recovery of amounts owed to us. In such an event, there can be no assurance that a replacement servicer could be** ~~retain~~ **retained** ~~him~~ **in a timely manner** or ~~attract~~ **at comparable cost to us,** and ~~retain~~ **any servicing transfer can result in data input errors, misdirected notices, and** other **issues. Our operating results and our ability to grow may fluctuate from quarter to quarter and year to year, which could make our future performance difficult to predict and could cause our operating results for a particular period to fall below expectations Our quarterly and annual operating results and our ability to grow are difficult to predict and may fluctuate significantly in the future. We have experienced seasonal and quarterly fluctuations in the past and expect to experience such fluctuations in the future. In addition to the other risks described in this " Risk Factors " section, the following factors could cause our operating results to fluctuate: • significant fluctuations in customer demand for our services; • expiration, reduction, or initiation of any governmental rebates or incentives; • our ability to continue to expand our operations and the amount and timing of expenditures related to this expansion; • announcements by us or**

our competitors of significant acquisitions, strategic partnerships, join ventures or capital- raising activities, or commitments; • changes in our pricing policies or terms or those of our competitors, including centralized electric utilities; • actual or anticipated developments in our competitors' businesses, technology, or the competitive landscape; and • natural disasters or other weather or meteorological conditions. For these or other reasons, the results of any prior quarterly or annual periods should not be relied upon as indications of our future performance. The loss or transition of key members of senior management or key employees, ~~management~~ **or** ~~or~~ **our** ~~technical~~ **inability to attract and retain qualified** personnel, **could adversely affect** our **business** ~~ability to compete could be harmed.~~ Our success depends, in part, on our ability to retain our key personnel. ~~We are highly dependent~~ **The loss of any of our key personnel could have an adverse effect** on ~~the services of Christian Fong,~~ our **business. Most recently, we completed a** Chief Executive Officer **(" CEO ") transition in April 2024** . **Management transitions** ~~Mr. Fong is the source of many~~ - **may create uncertainty** ~~of the ideas~~ and ~~execution driving~~ **involve a diversion of resources and management attention, be disruptive to** our **daily operations** ~~company. If Mr. Fong were to discontinue his service to us due to death, disability~~ or **impact public or market perception,** any **of which** ~~other reason, we would~~ **could negatively impact our ability** ~~be significantly disadvantaged. We do not maintain, and we have no plans~~ to ~~maintain~~ **operate effectively or execute our strategies and result** in ~~the future~~ **a material adverse impact on our business** , **financial condition, results of operations or cash flows** ~~key man life insurance policies with respect to Mr. Fong~~ . Our success also depends, in part, on our continuing ability to identify, hire, attract, train, develop and retain other highly qualified personnel. Experienced and highly skilled employees are in high demand and competition for these employees can be intense, and our ability to hire, attract and retain them depends on our ability to provide competitive compensation. We may not be able to attract, assimilate, develop or retain qualified personnel in the future, and our failure to do so could adversely affect our business, including the execution of our global business strategy. Any failure by Management and our employees to perform as expected may have a material adverse effect on our business, prospects, financial condition and operating results. **Our performance may be negatively impacted by our recent CEO transition On April 12, 2024, we announced that the chairman of our board of directors, Christopher Hayes, had been named President and CEO to replace our prior President and CEO. There are a number of risks associated with a CEO transition, any of which may harm us. If the new CEO is unsuccessful at leading the management team or is unable to articulate and execute our strategy and vision, our business may be harmed, and our stock price may decline. If we do not successfully manage our CEO transition, it could be viewed negatively by our customers, employees or investors and could have an adverse impact on our business, financial condition, and operating results. With the change in leadership, there is a risk to retention of other members of senior management, as well as to continuity of business initiatives, plans, and strategies through the transition period and if we are unable to execute an orderly transition, our business may be adversely affected.** Management has limited experience in operating a public company. If we fail to manage our growth effectively, we may not be able to develop, produce, make or sell our products or services successfully ~~.~~ Our executive officers have limited experience in the management of a publicly traded company. Management may not successfully or effectively manage a public company that is subject to significant regulatory oversight and reporting obligations under federal securities laws. Management' s limited experience in dealing with the increasingly complex laws pertaining to public companies could be a significant disadvantage in that it is likely that an increasing amount of their time may be devoted to these activities, which will result in less time being devoted to the management and **our** growth ~~of the post- combination company~~ . Any failure to manage our growth effectively could materially and adversely affect our business, prospects, operating results and financial condition. Additionally, we may not have adequate personnel with the appropriate level of knowledge, experience and training in the accounting policies, practices or internal control over financial reporting required of public companies in the U. S. The development and implementation of the standards and controls necessary for us to achieve the level of accounting standards required of a public company in the U. S. may require costs greater than expected. Competition for individuals with this experience is intense, and we may not be able to attract, integrate, train, motivate or retain additional highly qualified personnel. The failure to attract, integrate, train, motivate and retain these additional employees could seriously harm our business, prospects, financial condition and operating results. Rising interest rates could **raise our cost of capital and may** adversely affect our financial condition We have $ ~~646~~ **730** . ~~7~~ **6** million of long- term debt outstanding as of December 31, ~~2023~~ **2024** , which are secured by our solar assets **,** and the majority of which is variable rate debt **. Increases in interest rates could result in an increase in our interest expense under our variable- rate borrowings and the costs of refinancing existing indebtedness or obtaining new debt, including debt to finance future acquisitions** . Although we use interest rate swap contracts to mitigate the market risk associated with rising interest rates, **including on our existing variable- rate debt,** significant increases in **interest rates or continued higher** interest rates may still increase our cost of capital ~~. Servicing our debt requires a significant amount of cash to comply with certain covenants~~ and ~~satisfy payment obligations, and we~~ may ~~not have sufficient cash flow from~~ **make it more difficult for us to finance** our business **. Our use of hedging strategies** to ~~pay~~ **mitigate** our **interest rate risk** ~~substantial debt and may be forced to take other actions to satisfy our obligations under our indebtedness, which~~ may not be ~~successful~~ **effective and may adversely affect our net income, comprehensive income, liquidity, and book value per common share** We **use** have $ 646. 7 million of..... our financial condition and prospects. Our interest rate ~~swaps~~ - **swap** ~~could be~~ **contracts to help mitigate increased financing costs due to** ~~adversely~~ -- **adverse changes in** ~~affected if the financial institutions holding such rate swaps fail We use derivative financial instruments, primarily~~ interest ~~rate~~ **rates** ~~swaps, to manage our exposure to interest rate risks~~ on our syndicated term loans, which are recognized on the balance sheet at their fair values. Our **hedging activity will vary in scope based on, among other things, our forecast of future interest rates, our acquisition activity, the actual and implied level and volatility of interest rates, and source and terms of financing used. No hedging strategy can completely insulate us from the** interest rate **risk to which we are exposed. Interest rate** swaps ~~are~~ **may fail to protect or could adversely affect our results of operations, book value, and liquidity due to, among other things: • available derivative financial instruments may not**

correspond directly with ~~third- party financial institutions, including Silicon Valley Bridge Bank, N. A., which is~~ the ~~successor to Silicon Valley Bank. If Silicon Valley Bridge Bank, or another third- party financial institution that holds the Company' s~~ interest rate ~~swaps~~ **risk from which we seek protection; • the value of the derivative financial instruments is adjusted from time to time in accordance with accounting principles generally accepted in the United States (" U. S. GAAP ") to reflect changes in fair value and the related adjustments will impact our earnings , shareholders' equity, and book value; • the credit quality of the counterparty owing money on the derivative financial instrument may be downgraded to such an extent that it impairs our ability to sell, assign, or otherwise modify our side of the transaction; and • the counterparty owing money in the transaction may default on its obligation to pay. Derivative financial instruments can be traded on an exchange or administered through a clearing house or under bilateral agreements between us and a counterparty. Our bilateral hedging agreements expose us to increased counterparty risk, and we may be at risk of loss of any collateral held by a hedging counterparty if the counterparty becomes insolvent or files for bankruptcy. Additionally, if a counterparty** fails to perform under the **hedging agreements** ~~interest rate swaps~~ , our operating liquidity and financial performance could be materially and adversely affected **. We are exposed to the credit risk of our customers and payment delinquencies on our accounts receivable We have long- term, contractual relationships with our customers, which require them to make payments throughout the term of their contract. Consequently, we are subject to the credit risk of our customers and we expect that the risk of customer defaults may increase as we continue to grow our business. Our future exposure may exceed the amount of reserves that we establish in the future. If we experience increased customer credit defaults, our business and revenue could be adversely affected. During an economic downturn or during periods of rising inflation and interest rates, the risk of customer defaults may increase, which could have a material adverse effect on our financial condition and results of operations** . Our employees and independent contractors may engage in misconduct or other improper activities, including noncompliance with regulations, which could have an adverse effect on our business and operating results ~~.~~ We are exposed to the risk that our employees and independent contractors may engage in misconduct or other illegal activity. Misconduct by these parties could include intentional, reckless or negligent conduct or other activities that violate laws and regulations, including production standards, U. S. federal and state fraud, abuse, data privacy and security laws, other similar non- U. S. laws or laws that require the true, complete **,** and accurate reporting of financial information or data. It is not always possible to identify and deter misconduct by employees and other third parties, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from governmental investigations or other actions or lawsuits stemming from a failure to be in compliance with such laws or regulations. In addition, we are subject to the risk that a person or government could allege such fraud or other misconduct, even if none occurred. If any such actions are instituted against us, and we are not successful in defending ourselves or asserting our rights, those actions could have a significant impact on our business, prospects, financial condition and operating results, including, without limitation, the imposition of significant civil, criminal and administrative penalties, damages, monetary fines, disgorgement, integrity oversight and reporting obligations to resolve allegations of non- compliance, imprisonment, other sanctions, contractual damages, reputational harm, diminished profits and future earnings and curtailment of our operations, any of which could adversely affect our business, prospects, financial condition **,** and operating results. Any security breach, unauthorized access or disclosure, or theft of data, including personal information, we, our third party service providers, or our suppliers gather, store, transmit or use, **or other hacking, cyber- attack, phishing attack, and unauthorized intrusions into or through our systems or those of our third- party service providers** could harm our reputation, subject us to claims, litigation, and financial harm and have an adverse impact on our business ~~.~~ In the ordinary course of business, we, our third- party service providers and our suppliers receive, store, transmit ~~,~~ and use **proprietary, confidential and sensitive** data, including the personal information of customers, such as names, addresses, email addresses, credit information and other housing and energy use data, as well as the personal information of our employees. Any unauthorized disclosure of such **proprietary, confidential or sensitive data, including** personal information, whether through a breach of our systems or those of our third- party service providers or suppliers by an unauthorized party, including, but not limited to hackers, threat actors, sophisticated nation- states or nation- state- supported actors, or through the personnel theft, or misuse of information, or otherwise, could harm our business. In addition, we, our third party service providers and our suppliers may be subject to a variety of evolving threats, such as computer malware (including as a result of advanced persistent threat intrusions), ransomware, malicious code (such as viruses or worms), social engineering (including spear phishing and smishing attacks), telecommunications failures, natural disasters and extreme weather events, general hacking **,** and other similar threats. Cybersecurity incidents have become more prevalent and could occur on our systems and those of our third parties in the future. Our team members who work remotely pose increased risks to our information technology systems and data, ~~because~~ **since** many of them utilize less secure network connections outside our premises. **Applicable data privacy and security obligations may require us to notify relevant stakeholders, including affected individuals, customers, regulators and investors, of security incidents. Such disclosures are costly, and the disclosure or the failure to comply with such requirements could lead to adverse consequences.** Inadvertent disclosure of confidential data or unauthorized access by a third party could result in future claims or litigation arising from damages suffered by those affected, government enforcement actions (for example, investigations, fines, penalties, audits ~~,~~ and inspections), additional reporting requirements and / or oversight, indemnification obligations, reputational harm, interruptions in our operations, financial loss ~~,~~ and other similar harms. In addition, we could incur significant costs in complying with the multitude of federal, state, and local laws, and applicable independent security control frameworks, regarding the unauthorized disclosure of personal information. Although we have not experienced a material information security breach in the past and have developed systems and processes to prevent or detect security breaches and protect the confidential information we receive, store, transmit, and use, we cannot assure that such measures will provide adequate security. Finally, any perceived or actual unauthorized disclosure of such information, unauthorized intrusion, or other

cyberthreat could harm our reputation, substantially impair our ability to attract and retain customers, interrupt our operations ~~,~~ and have an adverse impact on our business **. We rely on third- party service providers and technologies to operate critical business systems to process sensitive information in a variety of contexts, including, without limitation, cloud- based infrastructure, encryption and authentication technology, employee email, and other functions. Our ability to monitor these third parties' information security practices is limited, and these third parties may not have adequate information security measures in place. If our third- party service providers experience a security incident or other interruption, we could experience adverse consequences. While we may be entitled to damages if our third- party service providers fail to satisfy their privacy or security- related obligations to us, any award may be insufficient to cover our damages, or we may be unable to recover such award** . Our contracts may not contain limitations of liability, and even where they do, there can be no assurance that limitations of liability in our contracts are sufficient to protect us from liabilities, damages, or claims related to our data privacy and security obligations. While we currently maintain cybersecurity insurance, such insurance may not be sufficient to cover us against claims, and we cannot be certain that cybersecurity insurance will continue to be available to us on economically reasonable terms, or at all, or that any insurer will not deny coverage as to any future claim. **Information technology systems are a critical component of our long- term competitive strategy, and if we fail to timely and responsibly implement, adopt, and innovate in response to rapidly evolving technological developments, including the use of artificial intelligence (" AI "), our ability to compete, financial condition, and operating results could be adversely impacted Our ability to compete effectively requires our continued investment in technology to ensure we provide ongoing value to our current and potential customers and operate efficiently. However, there are many new uncertainties in newly emerging technologies and if we are unable to integrate and introduce new technologies and services effectively, our ability to compete may be adversely affected and our business could be materially harmed. Whether we compete effectively may also be impacted by our ability to accurately anticipate and effectively respond to the risks and opportunities presented by the disruptions and developments of emerging and newly available technologies, including AI. We may not be successful in anticipating or responding to these developments on a timely and cost- effective basis, and if the rate at which we adopt and the ways in which we apply new technologies lags or differs negatively in meaningful ways from our competitors, our business could be adversely affected. New and emerging technologies present a number of risks and incorporating them into our information technology infrastructure and services responsibly is important to maintaining and strengthening our competitive position in the market.** Unfavorable publicity ~~,~~ ~~failure to respond effectively to adverse publicity, reports published by analysts, including projections in those reports that differ from our actual results, or securities or industry analysts who do not publish or cease publishing research or reports about us~~ could adversely affect our business ~~. We expect that securities research analysts will establish and publish their own periodic projections for our business. These projections may vary widely and may not accurately predict the results we actually achieve. Maintaining and enhancing our brand and reputation is critical to our ability to attract and retain employees, partners, customers, and investors, and to mitigate legislative or regulatory scrutiny, litigation and government investigations.~~ Recent negative publicity has adversely affected **, and may in the future affect,** our **industry,** brand ~~and~~ **,** reputation **,** and ~~our~~ stock price **, which may make it difficult for us to attract and retain employees, partners and customers, reduce confidence in our services, harm investor confidence and the market price of our securities, and invite legislative and regulatory scrutiny, litigation and government investigations** . Negative publicity may result from allegations of fraud, improper business practices, employee misconduct or any other matters that could give rise to litigation and / or governmental investigations. Unfavorable publicity relating to us or those affiliated with us has and may in the future adversely affect public perception of the entire company. Adverse publicity and its effect on overall public perceptions of our brand, or our failure to respond effectively to adverse publicity, could have a material adverse effect on our business. ~~Negative publicity may adversely affect our brand and reputation as well as our stock price, which may make it difficult for us to attract and retain employees, partners and customers, reduce confidence in our products and services, harm investor confidence and the market price of our securities, and invite legislative and regulatory scrutiny. As a result, customers, potential customers, partners and potential partners may in the future fail to award us additional business or cancel or seek to cancel existing contracts or otherwise, direct future business to our competitors, and investors may invest in our competitors instead. Our stock price may decline if our actual results do not match the projections of these securities research analysts. Similarly, if one or more of the analysts who write reports on us downgrades our stock or publishes inaccurate or unfavorable research about our business, our stock price could decline. If one or more of these analysts cease coverage of us or fails to publish reports on us regularly, our stock price or trading volume could decline.~~ We **are subject to legal proceedings and litigation and** have been **, and may in the future be,** named as a defendant in **legal proceedings, including** certain stockholder class actions, which like many litigation matters, could result in substantial damages and other related costs and may require management- level attention Beginning on March 8, 2021, two putative class action complaints were filed in the federal district court for the Southern District of New York against us and certain of our current officers and directors. The cases were consolidated as In re XL Fleet Corp. Securities Litigation, Case No. 1: 21- cv- 02171, a lead plaintiff was appointed **in June 2021. On July 20** , ~~and~~ **2021,** an amended ~~consolidated~~ complaint was filed **alleging** ~~on July 20, 2021. The amended complaint alleges~~ that certain public statements made by the defendants between ~~September 18~~ **October 2** , 2020, and March ~~31~~ **2** , 2021 **,** violated Sections 10 (b) and 20 (a) of the **Securities** Exchange Act **of 1934** and Rule 10b- 5 promulgated thereunder. ~~Our motion to dismiss~~ **Following negotiations with a mediator, in September 2023, we and** the ~~amended complaint~~ **plaintiffs agreed on a settlement in principle in the aggregate amount of $ 19. 5 million (the " Settlement Amount "), and on December 6, 2023, the lead plaintiff and the defendants entered into a stipulation and agreement of settlement requiring us to pay the Settlement Amount to resolve the class action litigation and the related legal fees and administration costs. On April 30, 2024, the New York Court approved a final settlement. The Settlement Amount** was ~~denied on~~ **offset by approximately $ 4. 5 million of related loss recoveries from our directors**

and officers liability insurance policy with third parties, which was paid out in February ~~17, 2022~~ **2024** . We ~~reached a~~ **paid the $ 15. 0 million net** settlement ~~with~~ **amount to** the **settlement claims administrator in February 2024** ~~plaintiffs, which is currently pending approval by the court~~ . On September 20, 2021, and October 19, 2021, two class action complaints were filed in the Delaware Court of Chancery against certain of our current officers and directors, and the **sponsor of our special purpose acquisition** company ~~' s sponsor of its SPAC~~ merger, Pivotal Investment Holdings II LLC. The actions were consolidated, and a consolidated amended complaint was filed on January 31, 2022, alleging various breaches of fiduciary duty, and aiding and abetting breaches of fiduciary duty, for purported actions relating to the negotiation and approval of the December 21, 2020, merger and organization of **XL Hybrids, Inc., a Delaware corporation (“** Legacy XL **”)** to become XL Fleet, and purportedly materially misleading statements made in connection with the merger. ~~Although~~ **On August 19, 2022, defendants moved to dismiss the second amended complaint, which was granted in part and denied in part on June 9, 2023. The parties then engaged in discovery. On November 13, 2024,** we **filed** ~~believe that the allegations asserted in both actions are without merit, we are pursuing~~ a **stipulation and** settlement ~~of these~~ **agreement seeking court approval to settle this** ~~matters~~ **matter in full for $ 4. 75 million. On March 26, 2025, the court approved the stipulation and settlement agreement** . In 2021, we received requests for information, including a subpoena, from the SEC related to, among other things, the XL Fleet business combination with Legacy XL and the related private investment in public equity financing, **our** ~~the Company' s~~ sales pipeline and revenue projections, purchase orders, suppliers, California Air Resources Board approvals, fuel economy from our Power Drive products, customer complaints, and disclosures and other matters in connection with the foregoing. In September 2023, the SEC simultaneously filed and settled administrative proceedings alleging violations of the federal securities laws. Specifically, the settlement order requires that we: (i) cease and desist from committing or causing any violations and any future violations of Sections 17 (a) (2) and 17 (a) (3) of the Securities Act **of 1933, as amended (the “ Securities Act ”)** , Sections 13 (a) and 14 (a) of the **Securities** Exchange Act **of 1934, as amended (the “ Exchange Act ”)** and Rules 12b- 20, 13a- 11, and 14a- 9 thereunder, and (ii) pay, a civil money penalty in the amount of $ 11. 0 million to the SEC, which has been paid. These legal proceedings and any other similar or related legal proceedings or investigations are subject to inherent uncertainties, and the actual costs to be incurred relating to these matters will depend upon many unknown factors. The outcome of these legal proceedings is uncertain, and we could be forced to expend significant resources in the defense of these actions, and we may not prevail. Monitoring and defending against legal actions is time- consuming for **our** Management and **staff, and may** ~~detracts~~ **detract** from our ability to fully focus our internal resources on our business activities ~~, which could result in delays of our testing or our development and commercialization efforts. In addition, we may incur substantial legal fees and costs in connection with these matters~~ . We are also generally obligated, to the extent permitted by law, to indemnify our current and former directors and officers who are named as defendants in these and similar actions. We ~~are not~~ currently **cannot** ~~able to~~ estimate the possible ~~cost~~ **costs stemming** ~~to us~~ from these matters, ~~as these actions are currently at an early stage,~~ and we **also** cannot be certain how long it may take to resolve **them** ~~these matters~~ or the possible amount of any **potential sanctions, penalties, or** damages that we may **incur** ~~be required to pay~~ . It is possible that we could, in the future, incur judgments or enter into settlements of claims for monetary damages. ~~Decisions~~ **An** adverse **outcome** ~~to our interests~~ in these ~~actions could~~ **matters that** ~~result~~ **results** in **significant sanctions** ~~the payment of substantial damages, or possibly fines, and~~ could have a material adverse effect on our cash flow, results of operations ~~and~~ **,** financial position ~~. In addition~~ , **or** ~~the uncertainty of the currently pending litigation could lead to increased volatility in~~ our stock price. We may need to defend ourselves against patent, copyright or trademark infringement claims or trade secret misappropriation claims, which may be time- consuming and cause us to incur substantial costs **and could materially adversely affect our business, prospects, financial condition and operating results** Companies, organizations, or individuals, including our competitors, may own or obtain patents, trademarks or other proprietary rights that would prevent or limit our ability to make, use, develop or sell our home solar and other products and services, which could make it more difficult for us to operate our business. We may receive inquiries from patent, copyright or trademark owners inquiring whether we infringe upon their proprietary rights. We may also be the subject of allegations that we have misappropriated their trade secrets or other proprietary rights. Companies owning patents or other intellectual property rights relating to battery packs, electric motors, or electronic power management systems may allege infringement or misappropriation of such rights. In response to a determination that we have infringed upon or misappropriated a third party' s intellectual property rights, we may be required to do one or more of the following: • cease development, sales or use of our products that incorporate the asserted intellectual property; • pay substantial damages; • obtain a license from the owner of the asserted intellectual property right, which license may not be available on reasonable terms or at all; or • redesign one or more aspects of an applicable product or service. A successful claim of infringement or misappropriation against us could materially adversely affect our business, prospects, financial condition and operating results. Any litigation or claims, whether valid or invalid, could result in substantial costs and diversion of resources ~~. If the IRS makes determinations that the fair market value of our solar energy systems is materially lower than what we have claimed, we may have to pay significant amounts to our fund investors, and our business, financial condition, and prospects may be materially and adversely affected We and our fund investors claim the Commercial ITC or the U. S. Treasury grant in amounts based on the fair market value of our solar energy systems. We have obtained independent appraisals to determine the fair market values we report for claiming Commercial ITCs and U. S. Treasury grants. With respect to U. S. Treasury grants, the U. S. Treasury Department reviews the reported fair market value in determining the amount initially awarded, and the IRS may also subsequently audit the fair market value and determine that amounts previously awarded constitute taxable income for U. S. federal income tax purposes. With respect to Commercial ITCs, the IRS may review the fair market value on audit and determine that the tax credits previously claimed must be reduced. If the fair market value is determined in these circumstances to be less than what we or our tax equity investment funds reported, we may owe our fund investors an amount equal to this difference (including any interest and penalties), plus any costs and expenses associated with a challenge to that valuation. We could also be subject to tax liabilities, including interest and~~

~~penalties. If the IRS further disagrees now or in the future with the amounts we or our tax equity investment funds reported regarding the fair market value of our solar energy systems, it could have a material adverse effect on our business, financial condition, and prospects~~ . Risks Related to Regulation Our business depends in part on the regulatory treatment of third- party owned solar energy systems Retail sales of electricity by third parties such as us face regulatory challenges in some states and jurisdictions, including states and jurisdictions we intend to enter where the laws and regulatory policies have not historically embraced competition to the service provided by the vertically integrated centralized electric utility. Some of the principal challenges pertain to whether third- party owned solar energy systems qualify for the same levels of rebates or other non- tax incentives available for customer owned solar energy systems, whether third- party owned solar energy systems are eligible at all for these incentives and whether third- party owned solar energy systems are eligible for net metering and the associated significant cost savings. Furthermore, in some states and utility territories third parties are limited in the way they may deliver solar energy to their customers. These regulatory constraints may, for example, give rise to various property tax issues. Changes in law and reductions in, eliminations of **,** or additional requirements for, benefits such as rebates, tax incentives **,** and favorable net metering policies decrease the attractiveness of new solar energy systems to distributed home solar power companies and the attractiveness of solar energy systems to customers, which could reduce our acquisition opportunities. **Net metering has helped to enable the growth of distributed generation solar energy systems in the U. S., and net metering programs have been subject to legislative and regulatory scrutiny in some states and territories. Net metering and related policies concerning distributed generation have also received attention from federal legislators and regulations.** Such a loss or reduction **in benefits, incentives, and favorable net metering policies** could also adversely impact our access to capital and reduce our willingness to pursue solar energy systems due to higher operating costs or lower revenues. **We are not currently regulated as a utility under applicable laws, but we may be subject to regulation as a utility in the future or become subject to new federal and state regulations for any additional solar service offerings we may introduce in the future Most federal, state and municipal laws do not currently regulate us as a utility. As a result, we are not subject to the various regulatory requirements applicable to U. S. utilities. However, federal, state, local or other applicable regulations could place significant restrictions on our ability to operate our business and execute our business plan by prohibiting or otherwise restricting our sale of electricity. If we become subject to the same regulatory authorities as utilities in other states or if new regulatory bodies are established to oversee our business, our operating costs could materially increase and we may not be able to execute on our business plans.** Compliance with occupational safety and health **and environmental** requirements can be costly and noncompliance with such requirements may result in potentially significant monetary penalties, operational delays and adverse publicity ~~.~~ The ongoing operations and maintenance of solar energy ~~systems and energy storage~~ systems requires individuals hired by us or third- party contractors, potentially including our employees, to work at heights with complicated and potentially dangerous electrical systems. There is substantial risk of serious injury or death if proper safety procedures are not followed. ~~Our~~ **Certain of our** operations are subject to regulation under ~~Occupational Safety and Health Administration (" OSHA ")~~ **and Wage and Hour Division, DOT regulations** , the U. S. **Environmental Protection Agency** ~~Department of Transportation (" DOT ") regulations~~ and equivalent state and local laws **that protect and regulate employee health and safety and the environment** . Changes to **these** ~~OSHA or DOT~~ requirements, or stricter interpretation or enforcement of existing laws or regulations, could result in increased costs. If we fail to comply with applicable ~~OSHA or DOT~~ **occupational safety and health and environmental** regulations ~~, even if no work- related serious injury or death occurs~~ , we may be subject to civil or criminal enforcement and be required to pay substantial penalties, incur significant capital expenditures, or suspend or limit operations. ~~Because~~ **Since** individuals hired by us or on our behalf to perform ongoing operations and maintenance of our solar energy ~~systems and energy storage~~ systems, including third- party contractors, are compensated on a per project basis, they are incentivized to work more quickly than servicers compensated on an hourly basis. While we have not experienced a high level of injuries to date, this incentive structure may result in higher injury rates than others in the industry and could accordingly expose us to increased liability. Individuals hired by or on behalf of us may have workplace accidents and receive citations from OSHA regulators for alleged safety violations, resulting in fines. Any such accidents, citations, violations, injuries or failure to comply with industry best practices may subject us to adverse publicity, damage our reputation and competitive position and adversely affect our business. A failure to comply with laws and regulations relating to interactions by us with current or prospective customers **, including consumer protection laws,** could result in negative publicity, claims, investigations **,** and litigation and adversely affect our business ~~.~~ Our business substantially focuses on Customer Agreements and transactions with residential customers. We offer leases, loans and other products and services to consumers by contractors in our networks, who utilize sales people employed by or engaged as third- party service providers of such contractors. We must comply with numerous federal, state and local laws and regulations that govern matters relating to interactions with residential consumers, including those pertaining to consumer protection, marketing and sales, privacy and data security, consumer financial and credit transactions, mortgages and refinancings, home improvement contracts, warranties **,** and various means of customer solicitation. These laws and regulations are ~~dynamic and~~ subject **to change and** to potentially differing interpretations ~~and~~ **. Additionally,** various federal, state and local legislative and regulatory bodies may initiate investigations **, which can lead to enforcement actions** , expand current laws or regulations, or enact new laws and regulations regarding these matters. Changes in these laws or regulations or their interpretation could dramatically affect how we do business, acquire customers, manage and use information collected from and about current and prospective customers and the costs associated therewith. ~~We strive~~ **As a result, we are subject to a constantly evolving consumer protection environment that is difficult to predict and may affect our business. While we have developed policies and procedures designed to assist in compliance with these laws and regulations, no assurance is given that our compliance policies and procedures will be effective. Failure** to comply with ~~all~~ **these laws and with regulatory requirements** applicable ~~laws~~ **to our business could subject us to, among other things, damages, class action lawsuits, enforcement actions, civil and criminal liability,**

settlements, changes in business practices, increased compliance costs, and reputational damage that may harm our business, results of operations, and financial condition. Electric utility policies and regulations ~~relating~~ **, including those affecting electric rates, may present regulatory and economic barriers** to ~~interactions~~ **the purchase and use of solar energy systems that may significantly reduce demand for electricity from our solar energy systems and adversely impact our ability to acquire new solar service agreements Federal, state, and local government statutes and regulations concerning electricity heavily influence the market for our solar service offerings and are constantly evolving. These statutes, regulations, and administrative rulings relate to, among other things, electricity pricing, net metering, consumer protection, incentives, taxation, competition** with **utilities** ~~customers. It is possible~~ , ~~however~~ **and the interconnection of homeowner- owned and third party- owned solar energy systems to the electrical grid. These statutes and regulations are constantly evolving. In the U. S.** , **governmental authorities and state public service commissions that determine utility rates, rate structures, and the terms and conditions of electric service continuously modify** these ~~requirements~~ **regulations and policies. These regulations and policies could result in a significant reduction in the potential demand for electricity from our solar energy systems and could adversely impact our ability to acquire new solar service agreements. In addition, many utilities, their trade associations, and fossil fuel interests in the country, which have significantly greater economic, technical, operational and political resources than us, are currently challenging solar- related policies, which** may ~~be interpreted and applied~~ **have the effect of reducing the competitiveness of residential solar energy. Any adverse changes** in **solar- related policies could have** a **negative impact** ~~manner inconsistent from one~~ **on** ~~jurisdiction to another and may conflict with other rules or~~ our ~~practices~~ **business, financial condition, and results of operations** . We are subject to U. S. and foreign anti- corruption and anti- money laundering laws and regulations. We could face criminal liability and other serious consequences for violations, which could harm our business We are subject to the U. S. Foreign Corrupt Practices Act of 1977, as amended, the U. S. domestic bribery statute contained in 18 U. S. C. § 201, the U. S. Travel Act, the USA PATRIOT Act and possibly other anti- bribery and anti- money laundering laws in countries in which we conduct or will conduct activities. Anti-corruption laws are interpreted broadly and prohibit companies and their employees, agents, contractors, and other collaborators from authorizing, promising, offering or providing, directly or indirectly, improper payments or anything else of value to recipients in the public or private sector. We can be held liable for the corrupt or other illegal activities of our employees, agents, contractors, and other collaborators, even if we do not explicitly authorize or have actual knowledge of such activities. Any violations of the laws and regulations described above may result in substantial civil and criminal fines and penalties, imprisonment, the loss of export or import privileges, debarment, tax reassessments, breach of contract and fraud litigation, reputational harm, and other consequences **. We are, and may become, subject to stringent and evolving laws, regulations, rules, contractual obligations, industry standards, policies, and other obligations related to data privacy and security. Many of these laws and regulations are subject to change and uncertain interpretation and could result in claims, increased costs of operations, or otherwise harm our business Personal privacy and data security have become significant issues and the subject of rapidly evolving regulation and expectations. Federal, state, and local government bodies or agencies have in the past adopted, and may in the future adopt more laws and regulations affecting data privacy. Interpretations and enforcement of these laws continue to evolve. Changes to interpretations or enforcement strategies could create a range of new compliance obligations, which could cause us to incur additional costs. If interpretations or enforcement of these laws deviate significantly in the future, those costs could become even more severe. Any inability to adequately address privacy and security concerns, even if unfounded, or comply with applicable privacy and data protection laws, regulations and policies, could result in additional cost and liability to us, damage our reputation, inhibit acquisitions, and adversely affect our business. Furthermore, the costs of compliance with, and other burdens imposed by, the laws, regulations, and policies that are applicable to our business may limit the use and adoption of, and reduce the overall demand for, our services. If we are not able to adjust to changing laws, regulations, and standards related to privacy or security, our business may be harmed. Moreover, as noted above, we are also subject to the possibility of security breaches, some of which may result in a violation of these laws** . We have received subpoenas from states attorneys general requesting information about our business. These investigations could result in ~~substantial legal fees,~~ fines, penalties or damages and may divert Management' s time and attention from our business We have received subpoenas from ~~the~~ **certain state** attorneys general **requesting information about our business. These investigations could result in fines, penalties, or damages and may divert Management' s time and attention from our business. Specifically, we have received subpoenas from the attorneys general offices** for the states of Connecticut, New Jersey, New York, and Texas ~~related~~ **regarding, among other things, certain sales, marketing, billing, and operations practices. We are timely responding** to ~~filed customer complaints~~ **these subpoenas, and otherwise are cooperating with the states in connection with these investigations,** each of which **have involved** ~~requested~~ **requests for** a substantial ~~number~~ **volume** of documents ~~to be produced by the Company~~ . While we ~~are responding to~~ **cannot now predict the outcome of** these **matters** ~~subpoenas with the assistance of counsel~~ , it is possible that these investigations may result in a fine, penalty **,** or injunction which may **impact** ~~adversely affect~~ our ability to operate in these states. ~~that we will continue to incur operating and net losses through the near future.We completed the acquisition of Legacy Spruce Power and discontinued and disposed of our legacy businesses,and~~ as a result our future net income or loss will depend upon the implementation of our strategy to expand our **new solar power** business.We expect the rate at which we will incur future losses will **be impacted by the following** ~~depend on a number of factors,including~~ :• Costs which may be incurred in connection with the implementation of our business strategy;• Costs related to our general and administrative functions to support our public company obligations;and • Acquisition and integration of other solar energy portfolios or businesses. ~~We~~ **Because we** will incur portions of the costs and expenses from these efforts before we receive the expected incremental revenues with respect thereto, ~~as such~~ **our losses in future periods are expected to be significant.In addition** ,we ~~expect losses~~ **may find that these efforts are more expensive than we currently anticipate or**

that these efforts may not result in **revenues,which would** In addition, ~~responding to~~ **we may find that** these ~~requests~~ **efforts are more expensive than we currently anticipate or that these efforts may not result in revenues, which would have a material adverse effect on our results of operations and further increase our losses. We have generated significant net operating loss carryforwards (or " NOLs ") as a result of the losses that we have historically incurred which,** for ~~production~~ **U. S. federal income tax purposes, can be used to offset future taxable income subject to certain limitations under the Internal Revenue Code and related regulations of the U. S. Treasury. Our ability to use our NOLs will depend on the amount of taxable income generated in future periods. In addition, the use of NOLs and other carryforwards to offset taxable income is subject to various limitations if we undergo an " ownership change " as defined in Section 382 of the Internal Revenue Code. [As of December 31, 2024, we have recorded a full valuation allowance against our NOLs and we can offer no assurance when, or if, we** may ~~result in~~ **be able to use our NOLs to offset taxable income.] Servicing our existing debt requires a significant amount of cash to satisfy payment obligations. We may not have sufficient cash flow to service our debt, and we may be forced to take** ~~the~~ **other** ~~diversion~~ **actions to satisfy our obligations under our indebtedness, which may not be successful We have $ 730. 6 million** of **long- term debt outstanding as of December 31, 2024, as discussed in more detail in the section titled "** Management' s ~~attention~~ **Discussion** and ~~cause~~ **Analysis of Financial Condition and Results of Operations " and our consolidated financial statements, both included in this Annual Report on Form 10- K. Our ability to make scheduled principal payments, to pay interest on or to refinance our indebtedness depends on our future performance, which is subject to economic, financial, competitive and** ~~the~~ **other** ~~Company~~ **factors beyond our control.We may not have sufficient cash flow** in the future ~~sufficient~~ to service our debt ~~and make necessary capital expenditures to operate our business~~ . **As a result** ~~If we are unable to generate such cash flow~~ ,we may be required to adopt one or more alternatives,such as selling assets,restructuring debt,or obtaining additional equity capital on terms that may be onerous or highly dilutive.Our ability to timely repay or otherwise refinance our indebtedness will depend on the capital markets and our financial condition at such time.We may not be able to engage in any of these activities or engage in these activities on desirable terms,which could result in a default on our debt obligations and negatively impact our financial condition and prospects. **Furthermore,we expect** to incur ~~legal expenses~~ **additional debt in the future, and increases in our existing debt obligations would further heighten the debt related risk discussed above. In addition, we may not be able to enter into new debt instruments on acceptable terms or at all. If we were unable to satisfy the terms under existing or new instruments, or obtain waivers or forbearance from our lenders, or if we were unable to obtain refinancing or new financings for our working capital, equipment and other needs on acceptable terms if and when needed, our business would be adversely affected** . Risks Related to Ownership of Our Securities We have no current plans to declare a dividend in the foreseeable future We have no current plans to declare any cash dividends to holders of our ~~Common~~ **common** ~~Stock~~ **stock** in the foreseeable future. Consequently, investors may need to rely on sales of their shares after price appreciation, which may never occur, as the only way to realize any future gains on their investment ~~. If we fail to maintain effective internal control over financial reporting, our ability to produce accurate financial statements or comply with applicable regulations could be impaired. In connection with our assessment of the effectiveness of our internal control over financial reporting as of December 31, 2023, we concluded that there were material weaknesses in our internal control over financial reporting. See Item 9A. Controls and Procedures, included in Part II, for additional information regarding these matters. We may identify other material weaknesses in our internal control over financial reporting in the future. The existence of material weaknesses within our internal controls could harm our business, the market price of our Common Stock and our ability to retain our current, or obtain new, lenders, suppliers, key employees, alliance, and strategic partners or require the implementation of certain undertakings with the SEC. In addition, the existence of material weaknesses in our internal control over financial reporting may affect our ability to timely file periodic reports under the Exchange Act. The inability to timely file periodic reports could result in the SEC revoking the registration of our Common Stock, which would negatively impact our ability to remain listed on the NYSE. Pursuant to Section 404 of the Sarbanes- Oxley Act, Management is required annually to deliver a report that assesses the effectiveness of our internal control over financial reporting. However, for as long as we remain a " non- accelerated filer " under the rules of the SEC, our independent registered public accounting firm is not required to deliver an annual attestation report on the effectiveness of our internal control over financial reporting. We will cease to be a non- accelerated filer if (a) the aggregate market value of our outstanding common stock held by non- affiliates as of the last business day of our most recently completed second fiscal quarter is $ 75 million or more and we reported annual net revenues of greater than $ 100 million for our most recently completed fiscal year or (b) the aggregate market value of our outstanding common stock held by non- affiliates as of the last business day of our most recently completed second fiscal quarter is $ 700 million or more, regardless of annual net revenues. If we cease to be a non- accelerated filer, we would again be subject to the requirement for an annual attestation report by our independent registered public accounting firm on the effectiveness of our internal control over financial reporting. If we are unable to maintain effective internal control over financial reporting as required by Section 404 of the Sarbanes- Oxley Act, we may not be able to produce accurate financial statements, and investors may therefore lose confidence in our operating results, our stock price could decline, and we may be subject to litigation or regulatory enforcement actions~~ . We are a " smaller reporting company " and will be able to avail ourselves of reduced disclosure requirements applicable to smaller reporting companies, which could make our common stock less attractive to investors We are a " smaller reporting company, " as defined in the ~~Securities~~ Exchange Act ~~of 1934~~ , and we **currently take, and in the future,** intend to **continue to** take **,** advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not " smaller reporting companies, " including reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements. We cannot predict if investors will find our common stock less attractive because we may rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and our stock price may be more volatile. We may take advantage of these reporting exemptions until we are no

longer a " smaller reporting company. " We will remain a " smaller reporting company " until (a) the aggregate market value of our outstanding common stock held by non- affiliates as of the last business day of our most recently completed second fiscal quarter is $ 75 million or more and we reported annual net revenues as of our most recently completed fiscal year is $ 100 million or more, or (b) the aggregate market value of our outstanding common stock held by non- affiliates as of the last business day of our most recently completed second fiscal quarter is $ 700 million or more, regardless of annual revenue. If our stock price declines, our ~~Common~~ **common** ~~Stock~~ **stock** may be subject to delisting from the New York Stock Exchange If the average closing price of our ~~Common~~ **common** ~~Stock~~ **stock** is less than $ 1. 00 per share for 30 consecutive trading days, we may receive a letter from the staff of the NYSE stating that our ~~Common~~ **common** ~~Stock~~ **stock** will be delisted unless we are able to regain compliance with the NYSE listing criteria requiring that we maintain an average closing price for our ~~Common~~ **common** ~~Stock~~ **stock** of at least $ 1. 00 per share. The average closing price of our ~~Common~~ **common** ~~Stock~~ **stock** was below $ 1. 00 per share for 30 consecutive trading days in 2022 and 2023, to which we received notices of non- compliance from the NYSE on October 20, 2022 and March 28, 2023. On October 6, 2023, following stockholder approval, we filed the Amended Certificate of Incorporation to effect the Reverse Stock Split. Although, subsequent to the Reverse Stock Split, we were able to regain compliance because the average closing price for our ~~Common~~ **common** ~~Stock~~ **stock** was subsequently at least $ 1. 00 per share for 30 consecutive trading days, we cannot guarantee that our stock price will continue to trade above $ 1. 00 per share or otherwise meet the NYSE listing requirements and therefore our ~~Common~~ **common** ~~Stock~~ **stock** may in the future be subject to delisting. The continuing effect of the Reverse Stock Split on the market price of our ~~Common~~ **common** ~~Stock~~ **stock** cannot be predicted with any certainty, and the history of similar reverse stock splits for companies in like circumstances is varied. If our ~~Common~~ **common** ~~Stock~~ **stock** is delisted, this would, among other things, substantially impair our ability to raise additional funds and could result in a loss of institutional investor interest and fewer development opportunities for us. The price of our ~~Common~~ **common** ~~Stock~~ **stock has been and** may **continue to** be volatile The price of our ~~Common~~ **common** ~~Stock~~ **stock has fluctuated, and** may **continue to** fluctuate **,** due to a variety of factors, including: • actual or anticipated fluctuations in our quarterly and annual results and those of other public companies in our industry; • our failure to meet market expectations for our performance; • mergers and strategic alliances in the industry in which we operate; • market prices and conditions in the industry in which we operate; • changes in laws or government regulations applicable to our business; • substantial sales of our ~~Common~~ **common** ~~Stock~~ **stock** ; • issuance of new or updated research reports from securities analysts **or failure of securities analysts to maintain coverage of us** ; • announcement or expectation of additional equity or debt financing efforts **; • the public' s reaction to our press releases, other public announcements and filings with the SEC; • actual or perceived data privacy or security incidents** ; • potential or actual military conflicts or acts of terrorism; • announcements concerning us or our competitors; • the general state of the securities markets; • threatened or actual lawsuits, investigations, or other legal proceedings; ~~and~~ **• any significant change in our management;** • short- selling activity related to our ~~Common~~ **common** ~~Stock~~ **stock ; • general economic conditions including instability in financial markets and bank failures, and slow or negative growth of our markets; and • the other factors described in these " Risk Factors "** . These market and industry factors may materially reduce the market price of our ~~Common~~ **common** ~~Stock~~ **stock** , regardless of our operating performance. In addition, we believe there has been and may continue to be substantial trading in derivatives of our ~~Common~~ **common** ~~Stock~~ **stock** , including short selling activity or related similar activities, which are beyond our control, and which may be beyond the full control of the SEC and Financial Institutions Regulatory Authority or " FINRA ". While the SEC and FINRA rules prohibit some forms of short selling and other activities that may result in stock price manipulation, such activity may nonetheless occur without detection or enforcement. There can be no assurance that should there be any illegal manipulation in the trading of our stock, it will be detected, prosecuted or successfully eradicated. Significant short selling market manipulation could cause our ~~Common~~ **common** ~~Stock~~ **stock** trading price to decline, to become more volatile, or both. We may issue additional **shares of** ~~Common~~ **common** ~~Stock~~ **stock** ~~or~~ **,** preferred stock **, or other equity securities** , including under our equity incentive plan ~~. Any such issuances would dilute the interest of our stockholders and likely present other risks We may issue a substantial number of additional shares of common or preferred stock , including under our equity incentive plan. Any such issuances of additional shares of common or preferred stock: • may significantly dilute the equity interests of our investors; • may subordinate the rights of holders of Common Stock if preferred stock is issued with rights senior to those afforded our Common Stock; • could cause a change in control if a substantial number of shares of our Common Stock are issued, which may affect, among other things, our ability to use our net operating loss carry forwards, if any, and could result in the resignation or removal of our present officers and directors; and • may adversely affect prevailing market prices for our Common Stock. We may issue additional shares of Common Stock or other equity securities~~ without stockholder approval, which ~~will~~ **would** dilute existing stockholders' ~~interests~~ **interest** and may depress the market price of our ~~Common~~ **common** ~~Stock As of December 31, 2023, we have options, restricted~~ stock **We may** ~~units (RSUs) and warrants outstanding to~~ issue **a substantial number** ~~up to an aggregate~~ of **additional** ~~1, 825, 181~~ shares of ~~our Common~~ **common** ~~Stock~~ **stock** ~~. We also have the ability to issue up to 324~~ , **preferred** ~~467, 408 shares of Common Stock~~ **stock , or other equity securities, including** under our 2020 Equity Incentive Plan (the " 2020 Plan ") **, without stockholder approval. As of December 31, 2024, we had options, restricted stock units (" RSUs "), and warrants outstanding that would require us to issue up to an aggregate of 3, 251, 368 shares of our common stock. We also have the ability to issue up to 324, 696, 266 shares of common stock under the 2020 Plan** . Pursuant to the 2020 Plan, the number of shares available for issuance automatically increases annually on the first day of each fiscal year during the period beginning with the fiscal year immediately following the fiscal year during which the 2020 Plan is first approved by ~~the~~ our stockholders, and ending on the second day of fiscal year 2030, in an amount equal to the lesser of: (a) 5 % of the number of outstanding shares of ~~Common~~ **common** ~~Stock~~ **stock** on such date; and (b) an amount determined by the plan administrator. ~~We may~~ **Any such** ~~issue~~ **issuance of** additional shares of ~~Common~~ **common** ~~Stock~~ **stock , preferred stock,** or other equity securities ~~of equal or senior rank in the future in connection with, among other things, future acquisitions, or~~

~~repayment of outstanding indebtedness, without stockholder approval, in a number of circumstances. Our issuance of additional shares of Common Stock or other equity securities of equal or senior rank would have the following effects~~ : • **may significantly dilute the equity interests of** our existing stockholders ~~' proportionate ownership interest in our will decrease~~ ; • **may subordinate the rights of holders of common stock if equity securities are issued with rights senior to those afforded our common stock; • may adversely affect** the amount of cash available per share, including for payment of dividends (if any) in the future ~~, may decrease~~ ; • **could cause** the relative voting strength of each previously outstanding share of ~~Common~~ **common** ~~Stock~~ **stock** ~~may~~ **to** be diminished; ~~and~~ • **could cause a change in control if a substantial number of shares of our common stock are issued, which may affect, among other things, our ability to use our net operating loss carry forwards, if any, and could result in the resignation or removal of our present officers and directors; and • may adversely affect** the market price ~~of~~ **for** our ~~shares of Common~~ **common** ~~Stock~~ **stock** ~~may decline~~ . Our Certificate of Incorporation contains anti-takeover provisions that could adversely affect the rights of our stockholders Our Certificate of Incorporation contains provisions to limit the ability of others to acquire control of our or cause us to engage in change- of- control transactions, including, among other things: • provisions that authorize our Board of Directors, without action by our stockholders, to issue additional shares of ~~Common~~ **common** ~~Stock~~ **stock** and preferred stock with preferential rights determined by our Board of Directors; • provisions that permit only a majority of our Board of Directors to call stockholder meetings and therefore do not permit stockholders to call stockholder meetings; • provisions that impose advance notice requirements, minimum shareholding periods and ownership thresholds, and other requirements and limitations on the ability of stockholders to propose matters for consideration at stockholder meetings; • provisions limiting stockholders' ability to act by written consent; and • a staggered board whereby our directors are divided into three classes, with each class subject to retirement and re- election once every three years on a rotating basis. These provisions could have the effect of depriving our stockholders of an opportunity to sell their ~~Common~~ **common** ~~Stock~~ **stock** at a premium over prevailing market prices by discouraging third parties from seeking to obtain control of our company in a tender offer or similar transaction. With our staggered Board of Directors, at least two annual or special meetings of stockholders will generally be required in order to effect a change in a majority of our directors. Our staggered Board of Directors can discourage proxy contests for the election of our directors and purchases of substantial blocks of our shares by making it more difficult for a potential acquirer to gain control of our Board of Directors in a relatively short period of time. Our Certificate of Incorporation provides, subject to limited exceptions, that the Court of Chancery of the State of Delaware will be the sole and exclusive forum for certain stockholder litigation matters, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers, employees or stockholders Our Certificate of Incorporation provides, to the fullest extent permitted by law, that derivative actions brought in our name, actions against directors, officers and employees for breach of fiduciary duty and other similar actions may be brought only in the Court of Chancery in the State of Delaware and, if brought outside of Delaware, the stockholder bringing the suit will be deemed to have consented to service of process on such stockholder' s counsel except any action (A) as to which the Court of Chancery in the State of Delaware determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten days following such determination), (B) which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, (C) for which the Court of Chancery does not have subject matter jurisdiction, or (D) any action arising under the Securities Act, as to which the Court of Chancery and the federal district court for the District of Delaware shall have concurrent jurisdiction. Any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock shall be deemed to have notice of and consented to the forum provisions in the Certificate of Incorporation. This choice of forum provision may limit a stockholder' s ability to bring a claim in a judicial forum that we find favorable for disputes with our or any of our directors, officers, other employees, or stockholders, which may discourage lawsuits with respect to such claims. We cannot be certain that a court will decide that this provision is either applicable or enforceable, and if a court were to find the choice of forum provision contained in our Certificate of Incorporation to be inapplicable or unenforceable in an action, our may incur additional costs associated with resolving such action in other jurisdictions, which could harm our business, operating results, and financial condition. Our Certificate of Incorporation provides that the exclusive forum provision will be applicable to the fullest extent permitted by applicable law. Notwithstanding the foregoing, Section 27 of the Exchange Act creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder. As a result, the exclusive forum provision will not apply to suits brought to enforce any duty or liability created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction. **We are subject to risks associated with proxy contests and other actions of activist stockholders Publicly traded companies have increasingly become subject to campaigns by activist investors advocating corporate actions such as governance changes, financial restructurings, increased borrowings, special dividends, stock repurchases or even sales of assets or entire companies to third parties or the activists themselves. We received a notice dated April 17, 2024 from Clayton Capital Appreciation Fund, L. P. and its affiliates, Clayton Partners LLC, the JSCC Family Trust, and Jason Stankowski (collectively, " Clayton "), which owned approximately 2. 1 % of our outstanding shares at the time of submission, purporting to nominate a slate of two candidates for election as directors at our 2024 Annual Meeting of Stockholders. On June 21, 2024, we entered into a Cooperation Agreement with Clayton (the " Cooperation Agreement ") pursuant to which, among other things, we agreed to increase the size of our Board from six to seven directors and to take all necessary actions to appoint Clara Nagy McBane to our Board to fill the directorship resulting from the increase in the size of our Board and Clayton agreed to certain customary standstill provisions that will remain in effect until the date that is the earlier of (i) the date Clayton receives notice that we will not nominate Ms. McBane for re- election to our Board at the 2025 Annual Meeting of Stockholders, (ii) immediately following the closing of the polls on the election of directors at the 2025 Annual Meeting of Stockholders, (iii) August 31, 2025 if the 2025 Annual Meeting of Stockholders has not been held**

by that date, and (iv) in the event that any party materially breaches the Cooperation Agreement, the date that is 30 calendar days following written notice of such breach from the non- breaching party, if such breach (if capable of being cured) has not been cured by such date, or, if impossible to cure within 30 calendar days, such party has not taken substantive action to correct by such date. A proxy contest or related activities on the part of activist stockholders could adversely affect our business for a number of reasons, including, without limitation, the following: • responding to proxy contests and other actions by activist stockholders can be costly and time- consuming, disrupting our operations and diverting the attention of our Board of Directors, management and our employees; • perceived uncertainties as to our future direction may result in the loss of potential business opportunities and may make it more difficult to attract and retain qualified personnel, business partners, customers and others important to our success, any of which could negatively affect our business and our results of operations and financial condition; • actions by activist stockholders may be exploited by our competitors, cause concern to our current or potential customers and make it more difficult to attract and retain qualified personnel; • if nominees advanced by activist stockholders are elected or appointed to our Board of Directors with a specific agenda, it may adversely affect our ability to effectively and timely implement our strategic plans or to realize long- term value from our assets, and this could in turn have an adverse effect on our business and on our results of operations and financial condition; and • proxy contests may cause our stock price to experience periods of volatility. Item 1B. Unresolved Staff Comments None. Item 1C. Cybersecurity ~~– Risk Management, Strategy and Governance~~ Cybersecurity Strategy, Policy and Procedures We recognize the importance of assessing, identifying, and managing material risks associated with cybersecurity threats, as such term is defined within Item 106 (a) of Regulation S-K. These risks include, among other things, operational risks, intellectual property theft, fraud, extortion, harm to employees or customers and violation of data privacy or security laws. We utilize information technology (" IT ") that enables our teams to access both operational and financial performance data in real time, while at the same time, **helping to** ~~identifying --~~ **identify** and ~~preventing --~~ **prevent** cybersecurity threats and risks. Risk Management and Strategy ~~Risk Management~~ Our cybersecurity risk management program is integrated into our overall enterprise risk management (" ERM ") framework, and shares common methodologies, reporting channels, and governance processes that apply across the ERM framework to other areas, including legal, compliance, strategic, operational, and financial risk. We assess and identify cybersecurity risk to the organization by: • Employing a cybersecurity policy that sets forth a protocol for assessing, testing, identifying and preventing security risks; • Conducting assessments of risk likelihood and magnitude from unauthorized access, use, disclosure, disruption, modification or destruction of IT systems and the related information processes, ~~stored~~ **storage** , or ~~transmitted~~ **transmission** ; • Training personnel on security risks and how to identify and prevent such risks; • Performing risk analysis and security assessments that document the results of the assessment for use and review; • Overseeing and identifying any risk from cyber threats associated with any third- party service provider ~~.~~ **;** • Ensuring security controls are assessed for effectiveness, ~~are~~ implemented correctly ~~,~~ **and** operating as intended; and • Continuously scanning for vulnerabilities and remedying ~~all~~ vulnerabilities in accordance with the associated risk. Cybersecurity is among the risks identified for Board- level oversight, with the Audit Committee of our Board of Directors responsible for overseeing our policies, practices, and assessments with respect to cybersecurity. Our Audit Committee and Board of Directors receive regular updates throughout the year on cybersecurity from our Finance, Risk and Sustainability (the " FRS ") Committee, which is tasked with risk management, data protection, and monitoring compliance with our cybersecurity policy **and also responsible for assessing and managing material risks from cybersecurity threats** . The FRS Committee is comprised of our Chief Financial Officer, Chief Legal Officer, Chief Operating Officer, Senior Vice President of IT, and VP of Corporate Development. **Our cybersecurity risk management and strategy processes are led by our Senior Vice President of IT and our Chief Legal Officer, who collectively have extensive prior work experience and expertise over multiple decades developing and managing information security and cybersecurity strategy and programs and managing operational risk and incident response strategies.** Each **member** of our Board of Directors and Audit Committee **also** ~~member separately~~ receives ~~an annual~~ **a quarterly** report on cybersecurity matters and related risk exposures, and when the report is ~~covered~~ **discussed** during an Audit Committee meeting, the chair of the Audit Committee reports on ~~its~~ related matters to our Board of Directors. Our Audit Committee also receives regular updates on our cybersecurity posture throughout the year, as appropriate. ~~Monitoring~~ In accordance with our cybersecurity policy, we have established a ~~continuous~~ monitoring strategy and program which includes: • Defined security metrics to be monitored; • Performance of security control assessments on an ongoing basis; • Engaging third party security consultants to, among other things, conduct ~~a~~ **periodic** ~~review~~ **reviews** of our cybersecurity program **,** which is overseen by the FRS Committee **,** for identifying any cybersecurity threats; • Addressing results of **both internal and third- party cybersecurity** ~~analysis~~ **analyses** and reporting security status to the executive team; • Monitoring information systems to detect attacks and indicators of potential attacks; and • Identification of unauthorized use of information system resources. Data Protection We have also implemented procedures set forth in our cybersecurity policy that secure sensitive data ~~protected by us~~ **in our possession** , which include: • Establishing policies governing data security; • Monitoring data access throughout the organization; • Providing annual security training and awareness; • Protecting sensitive data through encryption techniques; and • Designing and implementing systems to include backup and recoverability principles, such as periodic data backups and safeguards in the case of a disaster. Incident Management Plan Our cybersecurity policy includes an incident management plan (" IMP "), which consists of the following processes: • The development, documentation, review and testing of security procedures and incident management procedures, which are ~~continually~~ **regularly** re- assessed, updated and tested; • The FRS Committee reviews any identified matters by assessment, verification and classification of incidents to determine affected stakeholders and appropriate parties for contact; • The FRS Committee notifies the Board of Directors and the Audit Committee ~~to validate that the response is being addressed appropriately~~ ; • The FRS Committee consults with outside experts, if determined that the incident rises to a significant level; • The FRS Committee initiates containment by making tactical changes to the computing environment to mitigate active threats

based on currently known information; • The FRS Committee establishes the root cause of incidents, identification and evidence collection from all affected machines and logs sources, threat intelligence and other information sources; • IT personnel recovers and restores normal business functionality, which includes the reversal of any damage caused by the incident and responding as needed; and • The FRS Committee reviews the closure of each incident and conducts a " lessons learned " analysis to improve prevention and ensure the IMP and cybersecurity plans are more efficient and effective. We **have faced and continue to** face ~~several~~ cybersecurity risks in connection with ~~just~~ **the** ~~conducting~~ --- **conduct of our** business. Although **we do not believe** such risks have ~~not~~ materially affected us, including our business strategy, results of operations or financial condition, to date, we have, from time to time, experienced threats to and breaches of our data and systems, including malware and computer virus attacks. Notwithstanding the extensive approach we take to cybersecurity, we may not be successful in preventing or mitigating a cybersecurity incident that could have a material adverse effect on us. While we maintain cybersecurity insurance, the costs related to cybersecurity threats or disruptions may not be fully insured. For more information about the cybersecurity risks we face, see the risk factor entitled " Any security breach, unauthorized access or disclosure, or theft of data, including personal information, we, our third party service providers, or our suppliers gather, store, transmit or use, could harm our reputation, subject us to claims, litigation, and financial harm and have an adverse impact on our business " within Item 1A. Risk Factors. Item 2. Properties Our corporate headquarters is located in leased office space in Denver, Colorado. Our Chief Executive Officer and several key members of the leadership team are located in Denver. We also lease office space in Houston, Texas, where our accounting and finance, human resources, customer operations, asset operations and business development, and information technology functions are located. Item 3. Legal Proceedings See Note ~~15~~ **16** . Commitments and Contingencies in Part II, Item 8. Financial Statements and Supplementary Data for a description of our material pending legal proceedings. Item 4. Mine Safety Disclosures Not Applicable **. Information About Our Executive Officers The executive officers of the Company as of the date of this filing are as follows: NameAgePrincipal Occupation During the Past Five YearsChristopher Hayes (1) 51Chief Executive Officer and President of the Company since April 2024, and a director of the Company since December 2020. From January 2023 to April 2024, Mr. Hayes served as the Chair of the Board of the Company. From August 2019 until December 2020, Mr. Hayes served as a member of the Board of the Company' s predecessor, XL Hybrids Inc. From August 2016 to January 2017, Mr. Hayes served as the Senior Vice President of Edison Energy, LLC, an indirect subsidiary of Edison International, a publicly traded energy and power markets company, following Edison' s acquisition of Altenex, a renewable energy procurement company co- founded by Mr. Hayes in 2011. Most recently, Mr. Hayes served as managing partner and director of Alturus, a sustainable infrastructure investment company he co- founded in 2018. The Board believes that Mr. Hayes' knowledge of our business as its CEO allows him to provide important insights to the Board on the Company, its business, and its potential strategic priorities. Sarah Weber Wells47Chief Financial Officer and Head of Sustainability of the Company since May 2023. Prior thereto, Senior Vice President, Finance and Accounting of the Company since February 2022; prior thereto Chief Financial Officer of Spruce Holding Company 1 LLC, Spruce Holding Company 2 LLC and Spruce Holding Company 3 LLC, which were acquired by the Company on September 9, 2022 (collectively, " Spruce Power "). Prior to joining Spruce Power, Finance Manager of Cornerstone Building Brands, a building products manufacturer, from November 2013 to November 2018. Jonathan M. Norling56Chief Legal Officer of the Company since February 2023; prior thereto General Counsel of Spruce Power from January 2019 to February 2023, Deputy General Counsel of Spruce Power from January 2018 to January 2019, and Interim General Counsel of Spruce Power from July 2017 to January 2018. 1. Christopher Hayes, who served as Chair of the Board in fiscal year 2023 became President and Chief Executive Officer as of April 12, 2024, replacing Christian Fong who served as Chief Executive Officer from February 1, 2023 until April 12, 2024** . Item 5. Market for Registrant' s Common Equity, Related Shareholder Matters and Issuer Purchases of Equity Securities Market Information Our ~~Common~~ **common** ~~Stock~~ **stock** is currently listed on the NYSE under the symbol " SPRU. " Holders As of ~~April 3~~ **March 24** , ~~2024~~ **2025** , there were approximately ~~51~~ **49** holders of record of our ~~Common~~ **common** ~~Stock~~ **stock** . This figure does not include shareholders whose certificates are held in the name of their broker- dealers or other nominees. Dividends We have not paid any cash dividends on our ~~Common~~ **common** ~~Stock~~ **stock** to date. We may retain future earnings, if any, for future operations, expansion and debt repayment and have no current plans to pay cash dividends for the foreseeable future. Any decision to declare and pay dividends in the future will be made at the discretion of our Board of Directors and will depend on, among other things, our results of operations, financial condition, cash requirements, contractual restrictions, and other factors that our Board of Directors may deem relevant. In addition, our ability to pay dividends may be limited by covenants of any existing and future outstanding indebtedness we or our subsidiaries incur. We do not anticipate declaring any cash dividends to holders of our ~~Common~~ **common** ~~Stock~~ **stock** in the foreseeable future. Securities Authorized for Issuance Under Equity Compensation Plans See Item 12 of Part III of this Annual Report on Form 10- K regarding information about securities authorized for issuance under our equity compensation plans. Recent Sales of Unregistered Securities We had no sales of unregistered equity securities during the period covered by this Annual Report on Form 10- K that were not previously reported in a Current Report on Form 8- K or Quarterly Report on Form 10- Q. In May 2023, our Board of Directors approved a share repurchase program for the repurchase of up to $ 50. 0 million of our outstanding common stock through May 15, 2025 (the " Repurchase Program "). **The Repurchase Program authorizes the Company to effect repurchases through open market transactions, privately negotiated transactions, Rule 10b5- 1 trading plans and / or Rule 10b- 18 trading plans, and other means.** We are not obligated to repurchase any specific number of shares or dollar amount and may discontinue the Repurchase Program at any time **. The timing, number, and purchase price of share repurchases, if any, will be determined by the Company' s management in its discretion and will depend on a number of factors, including the market price of the shares, general market and economic conditions, and other alternatives available to the Company** . The following table provides information with respect to shares of our ~~Common~~ **common** ~~Stock~~

stock we repurchased under the Repurchase Program during the three months ended December 31, ~~2023~~ **2024** : PeriodTotal Numberof Shares PurchasedAverage Price Paidper ShareTotal Numberof Shares Purchased asPart of PubliclyAnnounced ~~Plan~~ **Plans** ~~orProgramApproximate~~ **orPrograms (1) Approximate** Dollar Valueof Shares that May Yet Be PurchasedUnder the ~~Plan~~ **Plans** or ~~Program~~ **Programs** (in' 000s) October 1- October 31, ~~2023~~ **2024** — $ — — $ 44, ~~881~~ **694** November 1- November 30, ~~2023~~ **2024** — $ — — $ 44, ~~881~~ **694** December 1- December 31, ~~202369~~ **2024291** , ~~903~~ **558** $ ~~4~~ **2** . ~~35~~ **69** **91 291** , ~~903~~ **558** $ ~~44~~ **43** , ~~694~~ **69** **847 291** , ~~903~~ **69** **558 291** , ~~903~~ **558 (1) The Repurchase Program was approved by our Board of Directors in May 2023 and authorizes the repurchase of up to $ 50. 0 million of our outstanding common stock through May 15, 2025.** The IRA introduced a 1 % excise tax on all stock repurchases effective January 2023. In relation to the Repurchase Program, this excise tax had no material impact on our financial position, results of operations or cash flows as of and for the ~~year~~ **years** ended December 31, **2024 and** 2023. Future share repurchases under our Repurchase Program are subject to the business judgment of our Board of Directors or Management, taking into consideration our historical and projected results of operations, financial condition, cash flows, capital requirements, covenant compliance, current economic environment and other factors considered relevant. As of December 31, ~~2023~~ **2024** , we had approximately $ ~~44~~ **43** . ~~7~~ **8** million available under the Repurchase Program. Refer to Item 7, " Management' s Discussion and Analysis of Financial Condition and Results of Operations " within this Annual Report on Form 10- K for additional information on our share repurchases. Item 6. [Reserved] Item 7. Management' s Discussion and Analysis of Financial Condition and Results of Operations The following discussion and analysis provides information which our Management believes is relevant to an assessment and understanding of our financial condition and results of operations. This discussion and analysis should be read together with our results of operations and financial condition and the audited consolidated financial statements and related notes included elsewhere in this Annual Report on Form 10- K. In addition to historical financial information, this discussion and analysis contains forward- looking statements based upon current expectations that involve risks, uncertainties, and assumptions. Refer to the section entitled " Cautionary Note Regarding Forward- Looking Statements. " Actual results and timing of selected events may differ materially from those anticipated in these forward- looking statements as a result of various factors, including those set forth under " Risk Factors " or elsewhere in this Annual Report on Form 10- K. Certain figures, such as interest rates and other percentages, included in this section have been rounded for ease of presentation. Percentage figures included in this section have not in all cases been calculated on the basis of such rounded figures but on the basis of such amounts prior to rounding. For this reason, percentage amounts in this section may vary slightly from those obtained by performing the same calculations using the figures in our consolidated financial statements or in the associated text. Certain other amounts that appear in this section may similarly not sum due to rounding. Company Overview We are a leading owner and operator of distributed solar energy assets across the U. S., offering subscription- based services to approximately ~~75~~ **85** , 000 home solar assets and customer contracts, making renewable energy more accessible to everyone. We offer asset management ~~services~~ and operating and maintenance services **,** ~~for home solar energy systems in our portfolio~~ and **are contracted to service** approximately ~~5~~ **60** , 000 systems owned by ~~other companies~~ **third parties, as well as to our Portfolio, through our Spruce Pro servicing platform** . Refer to Item 1, " Business " within this Annual Report for additional information on our corporate history and background. ~~Restructuring Actions~~ Subsequent to the acquisition of Legacy Spruce Power, we ~~commenced the~~ **performed an** evaluation of personnel and processes of various corporate functions ~~between Spruce Power and legacy XL Fleet~~ to optimize our future corporate structure and implemented certain restructuring actions. As a result of exiting the Drivetrain business and the restructuring actions, we recognized **severance** ~~, in the aggregate, restructuring and related~~ charges of approximately $ ~~21~~ **0** . ~~6~~ **7** million during the year ended December 31, ~~2022, which included (i) $ 4. 4 million of severance charges paid in 2022, (ii) $ 5. 0 million impact of accelerated vesting of certain equity awards and (iii) $ 12. 3 million of charges related to inventory obsolescence. During the year ended December 31,~~ 2023 ~~, we recognized incremental severance charges of approximately $ 0. 7 million~~ , all of which were paid in 2023. ~~Inventory obsolescence~~ **These severance** charges ~~are included in net loss from discontinued operations within our consolidated statements of operations for the year ended December 31, 2022. Severance charges and accelerated vesting of equity awards~~ are included in selling, general and administrative expenses within our consolidated statements of operations for the **year ended December 31, 2023. There were no severance costs associated with restructuring charges during the year ended December 31, 2024. Operating Highlights For the** years ended December 31, **2024 and** 2023 **, our revenues totaled $ 82. 1 million and $ 79. 9 million, respectively, while our net loss attributable to stockholders was $ 70. 5 million and $ 65. 8 million, respectively. Our 2024 financial performance was significantly impacted by fluctuations in the value of our hedging portfolio, impairment of our goodwill, variations in our operations and maintenance costs, and legal settlements during fiscal year 2024 and, due to the completion of the NJR Acquisition in November 2024, our fiscal year 2024 financial performance does not reflect the full incremental impact of this acquisition on our financial results. See the section titled " Results of Operations " in this Annual Report on Form 10- K for more information on our operating results for the years ended December 31, 2024 and 2023. We focus on three core pillars in our operations: • Ensure** ~~and~~ **an industry leading customer experience. For the year ended December 31,** ~~2022~~ **2024 , our customer satisfaction score improved to 83 % compared to 74 % for the year ended December 31, 2023. • Deliver operational excellence in our clean energy portfolio for customers and communities. Combined portfolio generation was approximately 515 thousand MWh of power for the year ended December 31, 2024 compared to 417 thousand MWh of power for the year ended December 31, 2023. • Execute on our growth and capital strategies. As of December 31, 2024, we owned cash flows from approximately 85, 000 home solar assets and customer contracts across 18 U. S. states with an average remaining contract life of approximately 11 years compared to approximately 75, 000 home solar assets and customer contracts with an average remaining contract life of approximately 12 years as of December 31, 2023. Certain information above constitutes key operating metrics that we use to evaluate our operations, measure our performance and identify trends in our business. Some of our key operating metrics are estimates that are based on our management'**

s beliefs and assumptions and on information currently available to management. Although we believe we have a reasonable basis for each of these estimates, we caution that these estimates are based on a combination of assumptions that may prove to be inaccurate over time, and any inaccuracies could be material to our actual results when compared to our calculations. See the section titled " Risk Factors " in this Annual Report on Form 10- K for more information. Furthermore, other companies may calculate these operating metrics differently than we do now or in the future, which would reduce their usefulness as a comparative measure . Recent Developments Capital Investments, Acquisitions and Divestitures In January 2023, we completed the sale of our legacy operations, including the Drivetrain and XL Grid businesses, each for an immaterial amount. Both businesses are presented as discontinued operations within our consolidated financial statements. In March 2023, we completed the acquisition of all the issued and outstanding interests of SEMTH to acquire the rights of the SEMTH Master Lease. Total consideration for the SEMTH Acquisition included approximately $ 23. 0 million of cash, net of cash received, and the assumption of $ 125. 0 million of outstanding senior indebtedness **(the " SP4 Facility ")** held by SEMTH at the close of the acquisition. In August 2023, we completed the Tredegar Acquisition acquiring 2, 400 home solar assets and contracts for approximately $ 20. 9 million. The Tredegar Acquisition was ~~concurrently~~ funded by ~~term loan~~ proceeds from **the concurrent issuance of** the SP2 Facility Amendment (defined below). In **November 2024, we completed the NJR Acquisition acquiring 9, 800 solar energy systems for approximately $ 132. 5 million, pursuant to an asset purchase agreement (the " APA "). The NJR Acquisition was funded by proceeds from the concurrent issuance of the SP5 Facility (defined below) and $ 22. 7 million of our cash. Under the APA, we may be obligated to acquire approximately 200 additional solar energy systems, subject to those systems having achieved operational milestones. Assuming those milestones are achieved, the aggregate purchase consideration payable with respect to these additional solar energy systems would be approximately $ 5. 0 million pursuant to the APA. Subsequently, in 2025, the Company has acquired 83 of these additional solar energy systems, in the aggregate, for approximately $ 1. 5 million in cash. We are unable to anticipate the ultimate outcome of these additional solar energy systems that we may be obligated to acquire. In** August 2023, we entered into a second amendment to our existing **non- recourse** credit agreement with **SVB** ~~Silicon Valley Bank, a division of First- Citizens Bank & Trust Company~~ (the " SP2 Facility Amendment "), resulting in incremental term loans of approximately $ 21. 4 million, of which proceeds were primarily used to fund the Tredegar Acquisition. In addition, we entered into an interest rate swap agreement to hedge the floating rate of the incremental SP2 Facility term loans, which included a notional amount of $ ~~19~~ **17. 6 million, a fixed rate of 4. 24 %, and a maturity date of January 31, 2032. SET Facility and SP4 Facility In June 2024, we entered into a non- recourse credit agreement with Barings GPSF LLC (the " SET Facility "), which provided a fixed interest term loan of $ 130** . 0 million **. We used the proceeds from the SET Facility to fully repay the outstanding balance on the SP4 Facility of $ 125. 0 million. In connection with the repayment of the SP4 Facility, we settled the related interest rate swap contracts. In November 2024, we entered into a non- recourse credit agreement with Banco Santander, S. A., New York (the " SP5 Facility "), which provided a term loan of approximately $ 109. 8 million, of which proceeds were used to partially fund the NJR Acquisition described above. In addition, we entered into an interest rate swap agreement to hedge the floating rate of the SP5 Facility, which included a notional amount of $ 87. 9 million** , a fixed rate of ~~4~~ **3** . ~~24~~ **98** % **,** and a maturity date of ~~January 31~~ **May 17** , ~~2032~~ **2033** . Common Share Repurchase Program In May 2023, our Board of Directors approved the Repurchase Program for the repurchase of up to $ 50. 0 million of our outstanding common stock through May 15, 2025. **The Repurchase Program authorizes the Company to effect repurchases through open market transactions, privately negotiated transactions, Rule 10b5- 1 trading plans and / or Rule 10b- 18 trading plans, and other means. We are not obligated to repurchase any specific number of shares or dollar amount and may discontinue the Repurchase Program at any time. The timing, number and purchase price of share repurchases, if any, will be determined by the Company' s management in its discretion and will depend on a number of factors, including the market price of shares, general market and economic conditions, and other alternatives available to the Company.** During the ~~year~~ **years** ended December 31, **2024 and** 2023, we repurchased 0. **3 million and 0.** 8 million shares **, respectively,** of common stock under the Repurchase Program, for a total purchase price of $ **0. 9 million and $** 5. 4 million **, respectively** , inclusive of transaction costs. On October 6, 2023, we effected the Reverse Stock Split with respect to our issued and outstanding shares of common stock. Excluding the par value and the number of authorized shares of our common stock, all share, per share amounts, and the values of our common stock outstanding and related effect on additional paid in capital included in this Form 10- K have been retrospectively presented as if the Reverse Stock Split had been effective from the beginning of the earliest period presented. No fractional shares of our ~~Common~~ **common** ~~Stock~~ **stock** were issued in connection with the Reverse Stock Split. In late October 2023, certain stockholders entitled to fractional shares of our ~~Common~~ **common** ~~Stock~~ **stock** , upon the Reverse Stock Split, received aggregate cash payments of approximately $ 0. 01 million in lieu of receiving fractional shares. Reportable Segments Segment reporting is based on the management approach, following the method Management organizes our reportable segments for which separate financial information is made available to and evaluated regularly by our chief operating decision maker (" CODM ") in allocating resources and in assessing performance. Our CODM is our Chief Executive Officer. Our CODM does not evaluate operating segments using **segment** asset ~~or liability~~ information ~~. In December 2022, we determined both our Drivetrain and XL Grid operations were discontinued operations, which have been presented as such within our consolidated financial statements~~ . As of December 31, ~~2023~~ **2024** , we have one reportable segment, which constitutes selling electricity ~~through approximately 75, 000 home solar systems or through residual ownership in master lease agreements in 18 states. In addition~~ to **homeowners and** providing ~~management~~ **related** services to ~~our own portfolio, we also provide management services to approximately 5, 000 systems owned by other~~ -- **the** ~~companies. These services include (i) billing and collections, (ii) account management services, (iii) financial reporting, (iv) homeowner~~ **homeowners** ~~support and (v) maintenance monitoring and dispatch~~ **, as well as to third- party owners** . Key Factors Affecting Operating Results We are a leading owner and

operator of distributed solar energy assets across the U. S., offering subscription- based ~~solutions~~ **services** to ~~homeowners~~ ---- **owners** ~~for rooftop~~ **of home** solar **assets** ~~energy storage, EV chargers~~ and **customer contracts** ~~other energy- related products~~. Additionally, we provide servicing functions for our assets and customers, as well as for other institutional owners of home solar energy systems. Our operating results and ability to grow our business over time could be impacted by certain factors and trends that affect our industry, as well as elements of our strategy, including the following factors, as well as the risk factors and other factors set forth under " Risk Factors " or elsewhere in this Annual Report on Form 10- K: Development of Distributed Energy Assets Our future growth depends significantly on our ability to acquire operating home solar energy systems " in- bulk " from other companies. Industry data suggests there is a substantial existing base of operating home solar energy systems, providing us the opportunity to pursue acquisitions. Over the long- term, our continued ability to pursue acquisitions will be dependent on development of distributed energy assets, namely home solar energy systems, by third parties. This development may be impacted by numerous factors that influence homeowner demand for home solar energy systems including but not limited to macroeconomic dynamics, utility rates, climate change impacts and government policy and incentives. Availability of Financing Our ability to raise capital from third parties at reasonable terms is a critical element in supporting ownership of our existing home solar energy assets as well as enabling our future growth. We have historically utilized non- recourse, project- level debt as a primary source of capital for acquisitions. Our ability to raise debt either as means to refinance existing indebtedness or for future acquisitions may be impacted by general macroeconomic conditions, the health of debt capital markets, the interest rate environment and general concerns over its industry or specific concerns over our business. Comparison of the Years Ended December 31, **2024 and** 2023 ~~and 2022~~ The results of operations related to our Drivetrain and XL Grid businesses, which were determined to be discontinued operations in the fourth quarter of 2022, are presented as net loss from discontinued operations in our consolidated statements of operations. ~~As a result, the continuing operational results reflect the operations related to our corporate functions and the results of operations for Legacy Spruce Power since its acquisition on September 9, 2022.~~ Information with respect to the consolidated statements of operations for the years ended December 31, **2024 and** 2023 ~~and 2022~~ are presented below: Years Ended December 31, ~~20232022~~ **20242023** $ Change % Change (in thousands, except per share amounts) Revenues $ **82, 107 $** 79, 859 $ ~~23~~ **2** , **248 3** ~~194 $ 56, 665 244~~ % Operating expenses: Cost of ~~revenues37~~ -- **revenues- solar energy systems depreciation23** , **377 23, 823 (446) (2) % Cost of revenues- operations and maintenance16, 597** ~~813~~ - **13** ~~9~~ , ~~949 27~~ **990 2** , ~~864 280~~ **607 19** % Selling, general and administrative ~~expenses56~~ **expenses58 , 889 56** , 122 ~~73~~ **2** , **767 5** ~~118 (16, 996) (23)~~ % Litigation settlements, ~~net27~~ - **net7, 384 27** , 465 ~~— 27~~ **(20** , ~~465 100~~ **081) (73)** % Gain on asset disposal (**2, 504) (** 4, 724) **2** ~~(580) (4~~ , ~~144~~ **220 (47**) ~~714~~ **% Impairment of goodwill28, 757 — 28, 757 100** % Total operating ~~expenses116~~ **expenses132 , 500 116** , 676 **15,** ~~82~~ **824 14** ~~, 487 34, 189 41~~ % Loss from operations (**50, 393) (** 36, 817) (~~59~~ **13** , ~~293~~ **576**) **37** ~~22, 476 (38)~~ % Other (income) expense: Interest income (**22, 758) (** 19, 534) (~~1~~ **3** , ~~339~~ **224**) **17** ~~(18, 195) 1359~~ % Interest expense, ~~net41~~ **net40 , 232 41** , 936 ~~11~~ **(1** , ~~401 30, 535 268~~ **704) (4)** % Other ~~(income)~~ expense, ~~net3~~ **net2 , 211 3** , 268 (~~16~~ **1** , ~~676~~ **057**) ~~19, 944~~ (~~120~~ **32**) % Net loss from continuing operations (**70, 078) (** 62, 487) (~~52~~ **7** , ~~679~~ **591**) **12 % Net income** (**loss** ~~9, 808~~) ~~19~~ **from discontinued operations25 (4, 123) 4, 148 (101)** % Net loss ~~from discontinued operations~~ (~~4~~ **70** , ~~123~~ **053**) ~~(40, 112) 35, 989 (90) % Net loss~~ (66, 610) (~~92~~ **3** , ~~791~~ **443**) **5** ~~26, 181 (28)~~ % Less: Net income (loss) attributable to redeemable noncontrolling interests and noncontrolling ~~interests~~ **interests436** (779) 1, ~~140~~ **215** (**156** ~~1, 919) (168~~) % Net loss attributable to stockholders $ (**70, 489) $ (** 65, 831) $ (~~93~~ **4** , ~~931~~ **658**) **7** ~~$ 28, 100 (30)~~ % Revenues increased by $ ~~56~~ **2** . ~~7~~ **2** million, or ~~244.~~3 %, to $ ~~79~~ **82** . ~~9~~ **1** million in ~~2023~~ **2024** as compared to ~~2022~~ **2023** . The increase was **primarily due to increased PPA revenues of $ 2. 4 million** due to a full year ~~of PPA and SLA revenues from Legacy Spruce Power assets~~ in ~~2023~~ **2024 reflecting** ~~compared to the prior year which included revenues for approximately four months subsequent to the acquisition of those assets effective September 9, 2022. The increase in revenue was also driven by incremental revenues related to~~ the Tredegar Acquisition ~~effective~~ **, which was completed** in August ~~2023, intangibles amortization related to unfavorable solar renewable energy agreements, and increased sales of SRECs in~~ 2023. Revenues related to our Drivetrain and XL Grid operations are included in net loss from discontinued operations. Cost of Revenues **— Solar Energy Systems Depreciation** Cost of revenues **- solar energy systems depreciation decreased by $ 0. 4 million, or 2 %, to $ 23. 4 million in 2024 as compared to 2023. The decrease in cost of revenue- solar energy systems depreciation was primarily due to the finalization of purchase price accounting in 2023, offset by incremental depreciation related to the NJR Acquisition in 2024. Cost of Revenues — Operations and Maintenance Cost of revenues- operations and maintenance** increased by $ ~~27~~ **2** . ~~9~~ **6** million, or **19** ~~280. 1~~ %, to $ ~~37~~ **16** . ~~8~~ **6** million in ~~2023~~ **2024** as compared to ~~2022~~ **2023** . The increase in cost of revenue **-** ~~correlates with the increase in revenues discussed above, in addition to increase in depreciation expense and certain operation~~ **operations and maintenance was primarily due to increased operations** and maintenance costs ~~, including meter upgrade spend~~ **related to third party services** . Cost of revenues **- operations and maintenance** related to our Drivetrain and XL Grid operations are included in net loss from discontinued operations. Selling, General and Administrative Selling, general and administrative expenses ~~decreased~~ **increased** by $ ~~17~~ **2** . ~~0~~ **8** million, or **5** ~~23. 2~~ %, to $ ~~56~~ **58** . ~~1~~ **9** million in ~~2023~~ **2024** . The ~~decrease~~ **increase** was primarily due to **increased compensation** ~~the reduction of bonus expense~~ **expenses** , ~~,~~ **in 2024 relating to higher headcount and one- time** severance ~~charges~~ **costs of $ 1. 9 million recognized upon separation of our former President** and ~~other restructuring expenses in~~ **Chief Executive Officer from us effective April 12,** ~~2023~~ **2024** ~~as compared to 2022~~ **, partially offset by decreases in professional service costs** . Selling, general and administrative expenses related to our Drivetrain and XL Grid businesses are included in net loss from discontinued operations. Litigation Settlements, Net Litigation settlements, net ~~of~~ **decreased by** $ ~~27~~ **20** . ~~5~~ **1** million ~~incurred~~ **, or 73 %, to $ 7. 4 million** in ~~2023~~ **2024 . The decrease** ~~relates~~ **related** to costs incurred ~~for~~ **in 2023 associated with** settlements ~~on~~ **of** the SEC inquiry, shareholder lawsuits, and ~~a breach of contract lawsuit~~ **other Legacy XL legal matters, partially offset by additional settlement costs** , net of related insurance recoveries from third parties, ~~for which we are currently pursuing settlements~~ **associated with various settled and ongoing legal proceedings in 2024** . See Note ~~15~~ **16** . Commitments and Contingencies in

Part II, Item 8. Financial Statements and Supplementary Data for a description of our material pending legal proceedings. **Impairment of Goodwill Impairment of goodwill increased by $ 28. 8 million, or 100 %, to $ 28. 8 million in 2024 due to the full impairment of our goodwill during the third quarter of 2024 resulting from a continuous decline in our stock price and market capitalization.** Interest Income Interest **income of $ 22. 8 million in 2024 relates to $ 16. 8 million of interest income from the SEMTH Master Lease and $ 6. 0 million of interest earned on investments in U. S. Treasury securities. In comparison, interest** income of $ 19. 5 million for 2023 relates to $ 11. 5 million of interest income from the SEMTH Master Lease ~~executed in March 2023~~ and $ 8. 0 million of interest earned on **investments in** U. S. Treasury securities. **The SEMTH assets were acquired in March 2023, and as such, earned interest income for a full year in 2024. Interest Expense, Net Interest expense, net of $ 40. 2 million for 2024 primarily relates to (i) $ 52. 2 million of interest expense related to the principal amounts of our outstanding non- recourse debt and (ii) $ 6. 0 million related to the amortization of debt discount and deferred financing costs, both partially offset by $ 18. 0 million of net realized gains from settlements of our interest rate swaps.** In comparison, interest ~~income of $ 1. 3 million for 2022 primarily related to interest earned on U. S. Treasury securities. Interest Expense, Net Interest~~ expense, net of $ 41. 9 million for 2023 primarily ~~relates~~ **related** to (i) $ 49. 6 million of interest expense related to the principal amounts of our debt instruments and (ii) $ 5. 9 million related to the amortization of debt discount and deferred financing costs, both partially offset by $ 13. 7 million of net realized gains from **settlements** ~~the change in fair value~~ of **our** interest rate swaps. ~~In comparison, interest expense, net of $ 11. 4 million for 2022 consisted of $ 13. 5 million of interest expense related to the principal amounts of our debt instruments, partially offset by $ 2. 1 million of net realized gains from the change in fair value of interest rate swaps.~~ Interest expense related to the principal amounts of our outstanding **non- recourse** debt increased in ~~2023~~ **2024** as compared to ~~2022~~ **2023 primarily** due to new debt ~~assumed concurrently with~~ **entered into as part of** the ~~SEMTH~~ **NJR** Acquisition in ~~March~~ **November** ~~2023~~ **2024** ~~and incremental term loans from the SP2 Facility Amendment in August 2023~~. See Note 8. Non- Recourse Debt in Part II, Item 8. Financial Statements and Supplementary Data for further information on our debt. **Interest expense, net is also impacted by the fluctuations in the settlements of our interest rate swaps, which we use to convert variable rates on our non- recourse debt into fixed recourse obligations and are subject to interest- rate risk. See Note 9. Interest Rate Swaps in Part II, Item 8. Financial Statements and Supplementary Data for further information on our interest rate swaps.** Other ~~(Income)~~ Expense, Net Other **expense, net of $ 2. 2 million for 2024 consists of $ 2. 7 million of unrealized losses from the change in fair value of interest rate swaps, partially offset by $ 0. 5 million of other income, net, while other** expense, net of $ 3. 3 million for 2023 **primarily** ~~consists~~ **consisted** of $ 4. 8 million of unrealized losses from the change in fair value of interest rate swaps, partially offset by $ 1. 3 million of other income, net and $ 0. 2 million of change in fair value of warrant liabilities **. Liquidity and Capital Resources As of December 31** , **2024** ~~while other income~~ , **we had working capital of $ 76. 9 million, including cash and cash equivalents and restricted cash of $ 109. 1 million. We had** net **losses attributable to stockholders** of $ ~~16~~ **70** . ~~7~~ **5 million and $ 65. 8** million for **the years ended December 31,** ~~2022~~ **2024 and 2023, respectively** ~~primarily consisted of $ 5~~ . ~~6 million~~ **Our principal sources** of ~~unrealized gains~~ **liquidity include cash and cash equivalents and cash flows** from **operations** ~~the change in fair value of interest rate swaps, $ 5~~ . ~~1 million~~ **We receive cash from certain** of ~~change in fair value of warrant liabilities~~ **our wholly- owned subsidiaries specifically related to the portfolio servicing fees provided for under the relevant servicing agreements between us** and ~~$ 4. 5 million gain~~ **the subsidiaries, as well as reimbursement for any expenses we pay** on **behalf of** ~~the~~ **those** ~~extinguishment of debt~~ **subsidiaries, which are allowed under certain agreements** related to ~~the~~ **those subsidiaries** ~~wind- down of the New Market Tax Credit obligation~~ . ~~Net Loss from Discontinued Operations Net loss from discontinued operations of $ 4. 1 million in 2023 and $ 40. 1 million in 2022 includes the discontinued operations of our Drivetrain and XL Grid businesses. The net loss from discontinued operations in 2023 consists of a net loss from the Drivetrain business of $ 4. 1 million. The net loss from discontinued operations in 2022 consists of a net loss from the Drivetrain business of $ 30. 4 million, a net loss from the XL Grid business of $ 1. 1 million and an impairment of goodwill of $ 8. 6 million. Liquidity and Capital Resources~~ Our cash requirements depend on many factors, including the execution of our business strategy **. We may be required to utilize our cash to support certain current** and ~~plan~~ **future operations of our wholly owned subsidiaries** . We remain focused on carefully managing costs, including capital expenditures, maintaining a strong balance sheet **,** and ensuring adequate liquidity. Our primary cash needs are debt ~~service~~ **servicing** , acquisition of solar energy portfolios, operating expenses, **and** working capital ~~and capital expenditures~~ to support the growth in our business. Working capital is impacted by the timing and extent of our business needs. ~~As~~ **See below discussions under " Cash Flows Summary " for the impact** of **our operations and M & A transactions on our** ~~December 31, 2023, we had working capital of $ 131. 6 million, including~~ cash **balances during** ~~and cash equivalents and restricted cash of $ 172. 9 million. We had net losses attributable to stockholders of $ 65. 8 million and $ 93. 9 million for~~ the years ended December 31, **2024 and** 2023 ~~and 2022, respectively. With the acquisition of Legacy Spruce Power in September 2022, we assumed all of the outstanding debt of Legacy Spruce Power, which had a principal balance of $ 542. 5 million on the date of the acquisition~~ . As of December 31, ~~2023~~ **2024** , our debt balance was $ ~~618~~ **705** . ~~8~~ **3** million, net of $ ~~27~~ **21** . ~~6~~ **9** million of unamortized fair value adjustment and $ ~~0~~ **3** . 3 million of unamortized deferred financing costs **, all of which is non- recourse project- level debt** . Our debt consists of four senior debt facilities and ~~a~~ **two** subordinate ~~facility~~ **facilities** , of which ~~the loan agreements require quarterly principal payments and~~ the earliest maturity date is April 2026. For additional information on our debt, refer to Note 8. Non- Recourse Debt included within the accompanying audited consolidated financial statements. Based on our current liquidity, we believe ~~no additional capital~~ **that our current cash and cash equivalents, together with the future cash generated from our operations,** will be ~~needed~~ **sufficient** to ~~execute~~ **satisfy the cash requirements of** our current **operations for** ~~business plan over~~ the next 12 months. We continually evaluate our cash needs to raise additional funds or seek alternative sources to invest in growth opportunities and other purposes. **We expect that we will continue to be dependent on financing from outside parties to complete future acquisitions, and we may invest our own** ~~Cash~~ **cash** ~~Flows Summary~~ **in such future**

acquisitions. If financing is not available to us on acceptable terms if and when needed, we may not be able to achieve further growth or complete identified acquisition opportunities. Presented below is a summary of our operating, investing and financing cash flows: Years Ended December 31, (Amounts in thousands) ~~20232022Net~~ **20242023Net** cash provided by (used in) Continuing operating activities $ (**41, 686) $ (** 31, 714 ~~) $ (47, 717~~) Discontinued operating activities (**125) (** 1, 947 ~~) (15, 772~~) Continuing investing activities (**101, 412) (** 17, 060 ~~) (30, 296~~) Discontinued investing ~~activities325~~ --- **activities — 325** ~~1, 290~~ Continuing financing ~~activities~~ **activities79 , 349** (16, 807 ~~) (19, 088~~) Discontinued financing ~~activities~~ **activities81** — ~~(99)~~ Net change in cash and cash equivalents and restricted cash $ (**63, 793) $ (** 67, 203 ~~) $ (111, 682~~) Cash Flows Used in Operating Activities ~~Historically and prior to the acquisition of Legacy Spruce Power, our cash flows from operating~~ **Operating** ~~activities were significantly affected by our cash investments to support the growth of the business in areas such as research and development, selling, general and administrative expense and working capital. Prior to the acquisition of Legacy Spruce Power, operating~~ cash inflows ~~included~~ - **include** cash from **the sale** ~~fleet electrification and related servicing, customer deposits and delivery~~ of ~~turnkey~~ **solar** energy ~~efficiency and electric vehicle charging stations. Subsequent to the acquisition of Legacy Spruce Power on September 9, 2022, operating cash inflows further included cash from~~ power generated by our home solar energy systems and the servicing of long- term agreements for other institutional owners of home solar energy systems. These operating cash inflows ~~were~~ **are** primarily offset by ~~payments to suppliers for production materials and parts used in the manufacturing process,~~ operating expenses, operating lease payments and interest payments on our outstanding debt. **The related cash flows for** ~~In the fourth quarter of 2022, we discontinued our~~ Drivetrain and XL Grid businesses ~~, of which the related cash flows~~ are reflected as discontinued **operating** activities for the years presented. The net cash used in continuing operating activities in **2024 was $ 41. 7 million and consists of our corporate costs and certain other costs that were not allocated to our discontinued operations. Cash used in continuing operations increased in 2024 compared to 2023 by $ 10. 0 million primarily due to increases in operations and maintenance costs and compensation expenses in 2024 relating to higher headcount and one- time severance costs discussed above. The net cash used in continuing operating activities in** 2023 was $ 31. 7 million **, which** ~~. Cash used in continuing operations decreased in 2023 compared to 2022 by $ 16. 0 million~~ primarily ~~due to~~ **consisted of normal operating expenses,** decreased stock- based compensation expenses ~~,~~ **and** change in fair value of derivative instruments, offset primarily by increases in depreciation expense, accrued expenses and other current liabilities and interest income related to the SEMTH Master Lease ~~. The net cash used in continuing operating activities in 2022 was $ 47. 7 million, which primarily consisted of high operating expenditures primarily due to legal fees, restructuring expenses and transaction expenses related to the acquisition of Legacy Spruce Power and the divestiture of the Drivetrain business. In addition, there were lower collections of accounts receivables due to reduced revenues in 2022, which were partially offset by lower purchases of inventory~~ . Cash Flows Used in Investing Activities The net cash used in continuing investing activities in **2024 was $ 101. 4 million, which primarily relates to $ 132. 8 million of net cash paid for the NJR Acquisition in 2024, partially offset by $ 25. 6 million of proceeds from our investments under the SEMTH Master Lease, and $ 6. 1 million of proceeds from the sale of certain solar energy systems. The net cash used in continuing investing activities in** 2023 was $ 17. 1 million, which primarily ~~relates~~ **related** to ~~(i)~~ $ 43. 1 million of aggregate **cash** net cash paid for acquisitions during 2023, consisting of $ 23. 0 million for the SEMTH Acquisition and $ 20. 1 million, net for the Tredegar Acquisition, partially offset by ~~(ii)~~ $ 20. 2 million of proceeds from our investments under the SEMTH Master Lease **,** and ~~(iii)~~ $ 6. 3 million of proceeds from the sale of solar energy systems. ~~The net cash used in continuing investing activities in 2022 was $ 30. 3 million, which consisted of cash paid for Legacy Spruce Power, net of cash acquired, of $ 32. 6 million, partially offset by $ 2. 3 million of proceeds from the sale of solar energy systems.~~ Cash Flows **Provided by (** Used in **)** Financing Activities The net cash **provided by continuing financing activities in 2024 was $ 79. 3 million, which primarily relates to $ 155. 9 million for the repayment of non- recourse long- term debt, including the full repayment of $ 125. 0 million for the SP4 Facility, and $ 3. 4 million of payments for related deferred financing costs, both offset by $ 239. 8 million of proceeds from the issuance of non- recourse long- term debt under the SET and SP5 Facilities in 2024. The net cash** used in continuing financing activities in 2023 was $ 16. 8 million, which primarily ~~relates~~ **related** to ~~(i)~~ $ 32. 8 million for the repayment of long- term debt and ~~(ii)~~ $ 5. 4 million of shares repurchased under our Repurchase Program, ~~both~~ **partially** offset by ~~(iii)~~ $ 21. 4 million of proceeds from the issuance of long- term debt under the SP2 Facility Amendment to fund the Tredegar Acquisition ~~. The net cash used in continuing financing activities in 2022 was $ 19. 1 million, which primarily consisted of $ 9. 3 million of long- term debt principal repayments, $ 8. 3 million related to the buyout of redeemable non- controlling interest and $ 1. 9 million of capital distributions to non- controlling interests, partially offset by $ 0. 6 million of proceeds from the exercise of stock options in 2022. Related Parties We were party to a noncancelable lease agreement for office, research and development, and vehicle development and installation facilities with a holder of more than 5 % of our Common Stock. The lease expired in the third quarter of 2022 and the related rent expense under the operating lease for the year ended December 31, 2022 was $ 0. 1 million~~ . Critical Accounting Policies and Estimates Our consolidated financial statements are prepared in accordance with U. S. GAAP. Preparation of these financial statements requires us to make estimates, assumptions and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. Our most critical accounting policies and estimates are those most important to the portrayal of its financial condition and results of operations and which require us to make its most difficult and subjective judgments, often as a result of the need to make estimates regarding matters that are inherently uncertain ~~. We have identified the following as its most critical accounting policies and judgments~~ . Although Management believes that its estimates and assumptions are reasonable, they are based on information available when they are made and, therefore, may differ from estimates made under different assumptions or conditions. **We have identified the following as the most critical accounting policies and judgments.** Our significant accounting policies are discussed in Note 2. Summary of Significant Accounting Policies, included in accompanying audited consolidated financial statements, and should be reviewed in connection with the following discussion of accounting policies that require difficult,

subjective and complex judgments. All acquisitions, regardless of whether a business combination or asset acquisition, are evaluated to determine whether ~~or not~~ the acquired entity is a variable interest entity (" VIE "), including an evaluation of whether there is sufficient equity at risk. Business combinations are accounted for using the acquisition method of accounting. The purchase price of a business combination is measured at the estimated fair value of the assets acquired, equity instruments issued and liabilities assumed at the acquisition date. Any noncontrolling interests acquired are also initially measured at fair value. Costs that are directly attributable to the acquisition are expensed as incurred to **selling,** general and administrative expense. Goodwill is recognized if the aggregate fair value of the total purchase consideration and the noncontrolling interests is in excess of the aggregate fair value of the assets acquired and liabilities assumed. Asset acquisitions are measured based on the cost to us, including transaction costs. Asset acquisition costs, or the consideration transferred, are assumed to be equal to the fair value of the net assets acquired. If the consideration transferred is cash, measurement is based on the amount of cash paid to the seller, as well as transaction costs incurred. Consideration given in the form of non- monetary assets, liabilities incurred or equity instruments issued is measured based on either the cost to us or the fair value of the assets or net assets acquired, whichever is more clearly evident. The cost of an asset acquisition is allocated to the assets acquired based on their estimated fair values. Goodwill is not recognized in an asset acquisition. **We** ~~The Company~~ concluded that **the** SEMTH ~~does~~ **, Tredegar and NJR Acquisitions do** not **individually** meet the definition of a business or variable interest entity. The fair values of the assets acquired and liabilities assumed are based on a complex series of judgments about future events and uncertainties and rely heavily on estimates and assumptions. Significant estimates include, but are not limited to, discount rates and forecasted cash flows. These estimates are inherently uncertain and unpredictable. Revenue Recognition **Our** ~~The Company's~~ revenue is derived from our home solar energy ~~portfolio~~ **Portfolio and servicing platform** , which primarily generates revenue through the sale to homeowners of power generated by ~~our~~ **the** home solar energy systems pursuant to long- term agreements **.** ~~, the rental of solar equipment by homeowners pursuant~~ **Pursuant** to ~~long- term agreements~~ **Accounting Standards Codification (" ASC ") 606 defined below** , ~~and~~ **we have elected** the ~~sale of solar renewable~~ **" right to invoice " practical expedient, and revenues for the performance obligations related to** energy ~~credits to third parties~~ **generation and servicing revenue are recognized as services are rendered based upon the underlying contractual arrangements** . Previously, we also derived revenue from the Drivetrain operations which generated revenue from the sales of hybrid electric powertrain systems, and the XL Grid operations which generated revenues through turnkey energy efficiency, renewable technology and other energy solutions. As of and for the years ended December 31, **2024 and** 2023 ~~and 2022~~ , the Drivetrain business and XL Grid business are reported as discontinued operations. Energy generation Customers purchase ~~electricity~~ **solar energy from us** under PPAs or SLAs **, both defined above** . Revenue is recognized from contracts with customers as performance obligations are satisfied at a transaction price reflecting an amount of consideration based upon an estimated rate of return which is expressed as the solar rate per kilowatt hour or a flat rate per month as defined in the customer contracts. • ~~PPAs~~ - **PPA revenues** - Under ASC 606, Revenue from Contracts with Customers (" ASC 606 ") **issued by the Financial Accounting Standards Board** , PPA revenue is recognized when generated based upon the amount of electricity delivered as determined by remote monitoring equipment at solar rates specified under the PPAs. • ~~SLAs~~ - **SLA revenues** - We have SLAs, which do not meet the definition of a lease under ASC 842, Leases, and are accounted for as contracts with customers under ASC 606. Revenue is recognized on a straight- line basis over the contract term as the obligation to provide continuous access to the solar energy system is satisfied. The amount of revenue recognized may not equal customer cash payments ~~because~~ **due to** the performance obligation **being** ~~has been~~ satisfied ahead of cash receipt or evenly as continuous access to the solar energy system has been provided. The differences between revenue recognition and cash payments received are reflected in **deferred rent** ~~accounts receivable, other~~ assets ~~or deferred revenue~~ **on the consolidated balance sheets. Certain SLAs contain provisions to provide customers a performance guarantee that each solar energy system will achieve certain specified minimum solar energy production output. If the solar energy system does not produce the guaranteed production amount** , **we are obligated to pay a performance guarantee calculated** as ~~appropriate~~ **the product of (a) the shortfall production amount and (b) guaranteed rate per kWh as defined in the SLA** . Solar renewable energy credit revenues We enter into contracts with third parties to sell SRECs generated by the solar energy systems for fixed prices. Certain contracts that meet the definition of a derivative may be exempted as normal purchase or normal sales transactions (" NPNS "). NPNS are contracts that provide for the purchase or sale of something other than a financial instrument or derivative instrument that will be delivered in quantities expected to be used or sold over a reasonable period in the normal course of business. Certain SREC contracts meet these requirements and are designated as NPNS contracts. Such SRECs are exempted from the derivative accounting and reporting requirements, and we recognize revenues in accordance with ASC 606. We recognize revenue for SRECs based on pricing predetermined within the respective contracts at a point in time when the SRECs are transferred. As SRECs can be sold separate from the actual electricity generated by the renewable- based generation source, we account for the SRECs it generates from its solar energy systems as governmental incentives ~~with no costs incurred to obtain them~~ and do not consider those SRECs output of the underlying solar energy systems **. We classify these SRECs as inventory held until sold and delivered to third parties. As we did not incur costs to obtain these governmental incentives, the inventory carrying value for the SRECs was $ 0 as of December 31, 2024 and December 31, 2023** . Investment related to SEMTH master lease agreement and interest income We account for our investment related to the SEMTH master lease agreement in accordance with Accounting Standards Codification (" ASC ") 325- 40, Investments — Other — Beneficial Interests in Securitized Financial Assets. We recognize accretable yield as interest income over the life of the related beneficial interest using the effective yield method, which is reflected within interest income in our consolidated statements of operations. On a recurring basis, we evaluate changes in the cash flows expected to be collected from the cash flows previously projected, and when favorable or adverse changes are deemed other than temporary, we prospectively update our expected cash flows accordingly. Impairment of long- lived assets We review long- lived assets, **such as** ~~including solar energy systems,~~ property and equipment, and intangible assets with

definite lives, for impairment whenever events or changes in circumstances indicate that an asset group' s carrying amount may not be recoverable. We group assets and liabilities at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities and evaluate the asset group against the sum of the undiscounted future cash flows. If the undiscounted cash flows do not indicate the carrying amount of the asset group is recoverable, an impairment charge is measured as the amount by which the carrying amount of the asset group exceeds its fair value. ~~In the fourth quarter of 2022, we determined there was an indicator of impairment for intangible assets in our discontinued operations of the Drivetrain and XL Grid businesses and concluded the asset was not recoverable. Comparing the carrying value of the asset to the fair value, we determined the entire asset was impaired and recognized an impairment charge of $ 0. 9 million, which is included in our discontinued operations results for the year ended December 31, 2022.~~ There ~~was~~ **were** no long- lived asset impairment ~~charge~~ **charges** during the ~~year~~ **years** ended December 31, **2024 and** 2023. Goodwill represents the excess of cost over the fair market value of net tangible and identifiable intangible assets of acquired businesses. Goodwill is not amortized but instead is annually tested for impairment, or more frequently if events or circumstances indicate that the carrying amount of goodwill may be impaired. We perform our annual goodwill impairment assessment ~~at~~ **on** October 1 **of** each fiscal year, or more frequently if events or circumstances arise which indicate that goodwill may be impaired. An assessment can be performed by first completing a qualitative assessment on our single reporting unit. We can also bypass the qualitative assessment in any period and proceed directly to the quantitative impairment test ~~,~~ and then resume the qualitative assessment in any subsequent period. Qualitative indicators that may trigger the need for annual or interim quantitative impairment testing include, among other things, deterioration in macroeconomic conditions, declining financial performance, deterioration in the operational environment, or an expectation of selling or disposing of a portion of the reporting unit. Additionally, a significant change in business climate, a loss of a significant customer, increased competition, a sustained decrease in share price, or a decrease in estimated fair value below book value may trigger the need for interim impairment testing of goodwill. If we believe that, as a result of our qualitative assessment, it is more likely than not that the fair value of the reporting unit is less than its carrying amount, the quantitative impairment test is required. The quantitative test involves comparing the fair value of the reporting unit with its carrying amount, including goodwill. If the carrying amount of the reporting unit exceeds its fair value, an impairment loss is recorded as a reduction to goodwill with a corresponding charge to earnings in the period the goodwill is determined to be impaired. The income tax effect associated with an impairment of tax- deductible goodwill is also considered in the measurement of the goodwill impairment. Any goodwill impairment is limited to the total amount of goodwill. We evaluate the fair value of our reporting unit using the market and income approach. Under the market approach, we use multiples of **earnings before interest, taxes, depreciation and amortization (“** EBITDA **”)** or revenues of ~~the~~ comparable guideline public companies by selecting a population of public companies with similar operations and attributes. Using this guideline public company data, a range of multiples of enterprise value to EBITDA or revenue is calculated. The income approach of computing fair value is based on the present value of the expected future economic benefits generated by the asset or business, such as cash flows or profits which will then be compared to its book value. ~~In~~ **During** the ~~first~~ quarter ~~of~~ **ended September 30,** ~~2022~~ **2024** , we ~~believed there were~~ **performed an assessment based on certain** indicators that the carrying amount of ~~its~~ **our** goodwill may be impaired due to a **continuous** decline in our stock price and market capitalization **and performed a quantitative test using a market approach resulting in an impairment of goodwill during the period. We also performed a quantitative test using the income approach, as discussed above, which also resulted in such impairment** . As a result, we ~~performed an assessment~~ **recorded a goodwill impairment charge** of **$ 28. 8 million, which fully impaired** our goodwill ~~for impairment. We elected to forego the qualitative test and proceeded to perform a quantitative test. We compared the book value of our single reporting unit to the fair value of its public float. The market capitalization was below our fair value by an amount in excess of our reported value of goodwill. As a result~~ , ~~we recorded a charge~~ **within the consolidated statements** of ~~$ 8. 6 million to fully impair goodwill related to XL Fleet, which is included in our discontinued~~ operations ~~results~~ for the year ended December 31, ~~2022~~ **2024** . There was no goodwill impairment charge during the year ended December 31, 2023 ~~. It is likely we may recognize further goodwill impairment losses in the future if, among other factors there is a decline in our overall financial performance such as declining cash flows or revenues, or there is a decline in our market capitalization or stock price~~ . Valuation of deferred tax assets We account for income taxes using the asset and liability method ~~,~~ under which deferred tax liabilities and assets are recognized for the expected future tax consequences of temporary differences between financial statement carrying amounts and the tax basis of assets and liabilities and net operating loss and tax credit carryforwards. Deferred income taxes are provided for the temporary differences arising between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes, and **net** operating loss carry- forwards and credits. Deferred tax assets and liabilities are measured using enacted rates in effect for the year in which the differences are expected to be recovered or settled. The effect **of changes in tax rates** on deferred tax assets and liabilities ~~of changes in tax rates~~ is recognized in the **consolidated** statements of operations in the period in which the enactment rate changes. The ultimate recovery of deferred tax assets is dependent upon the amount and timing of future taxable income and other factors such as the taxing jurisdiction in which the asset is to be recovered **. Deferred tax assets are reduced through the establishment of a valuation allowance if, based on available evidence, it is more likely than not that the deferred tax assets will not be realized** . A high degree of judgment is required to determine if, and the extent to which, valuation allowances should be recorded against deferred tax assets. We have provided valuation allowances as of December 31, **2024 and** 2023 ~~and 2022~~ aggregating $ **100. 0 million and $** 74. 9 ~~million and $ 69. 4~~ million, respectively, against such assets based on our assessment of past operating results, estimates of future taxable income and the feasibility of tax planning strategies. Although we believe that our approach to estimates and judgments as described herein is reasonable, actual results could differ and we may be exposed to increases or decreases in income taxes that could be material. Redeemable noncontrolling interests and noncontrolling interests Noncontrolling interests represent third- party interests in the net assets of certain consolidated subsidiaries. We consolidate any VIE of which we are the primary beneficiary. We formed or

acquired VIEs which are partially funded by tax equity investors in order to facilitate the funding and monetization of certain attributes associated with solar energy systems. The typical condition for a controlling financial interest ownership is holding a majority of the voting interests of an entity; however, a controlling financial interest may also exist in entities, such as VIEs, through arrangements that do not involve controlling voting interests. A variable interest holder is required to consolidate a VIE if that party has the power to direct the activities of the VIE that most significantly impact the VIE' s economic performance and the obligation to absorb losses of the VIE that could potentially be significant to the VIE or the right to receive benefits from the VIE that could potentially be significant to the VIE. We do not consolidate a VIE in which we have a majority ownership interest when we are not considered the primary beneficiary. We evaluate our relationships with the VIEs on an ongoing basis to determine if we are the primary beneficiary. ~~Our~~ **As of December 31, 2024 and 2023, our** investments in Volta Solar Owner II, LLC and ORE F4 HoldCo, LLC ~~as of December 31, 2023~~ (collectively, the " Funds ") were **each** determined to be **a** ~~VIEs~~ **VIE** upon investment. ~~As of~~ **During the year ended** December 31, ~~2022~~ **2023** , we had investments in the Funds and Level Solar Fund IV LLC (collectively, the " Prior Funds "), which were individually determined to be VIEs upon investment. ~~We subsequently~~ **During 2023, we** purchased 100 % of the membership interests in Level Solar Fund IV LLC ~~during 2023~~ and it ceased being a VIE upon purchase. We considered the provisions within the contractual arrangements that grant us power to manage and make decisions that affect the operation of the VIEs, including determining the solar energy systems contributed to the VIEs, and the operation and maintenance of the solar energy systems. We consider the rights granted to the other investors under the contractual arrangements to be more protective in nature rather than substantive participating rights. As such, we were determined to be the primary beneficiary, and the assets, liabilities and activities of the Funds and Prior Funds (before any ceased being a VIE) were consolidated by us. The distribution rights and priorities for the Funds and Prior Funds (before any ceased being a VIE) as set forth in their respective operating agreements differ from the underlying percentage ownership interests of the members. As a result, we allocate income or loss to the noncontrolling interest holders of the Funds and Prior Funds (before any ceased being a VIE) utilizing the hypothetical liquidation of book value (" HLBV ") method, in which income or loss is allocated based on the change in each member' s claim on the net assets at the end of each reporting period, adjusted for any distributions or contributions made during such periods. The HLBV method is commonly applied to investments where cash distribution percentages vary at different points in time and are not directly linked to an equity member' s ownership percentage. The HLBV method is a balance sheet- focused approach. Under this method, a calculation is prepared at each reporting date to determine the amount that each member would receive if the entity were to liquidate all of its assets and distribute the resulting proceeds to its creditors and members based on the contractually defined liquidation priorities. The difference between the calculated liquidation distribution amounts at the beginning and the end of the reporting period, after adjusting for capital contributions and distributions, is used to derive each member' s share of the income or loss for the period. Factors used in the HLBV calculation include **U. S.** GAAP income (loss), taxable income (loss), capital contributions, ITCs, distributions and the stipulated targeted investor return specified in the subsidiaries' operating agreements. Changes in these factors could have a significant impact on the amounts that investors would receive upon a hypothetical liquidation. The use of the HLBV method to allocate income (loss) to the noncontrolling interest holders may create volatility in the consolidated statements of operations as the application of HLBV can drive changes in net income or loss attributable to noncontrolling interests from period to period. We classify certain noncontrolling interests with redemption features that are not solely within our control outside of permanent equity in the consolidated balance sheets. Redeemable noncontrolling interests are reported using the greater of the carrying value at each reporting date as determined by the HLBV method or the estimated redemption value at the end of each reporting period. Estimating the redemption value of the redeemable noncontrolling interests requires the use of significant assumptions and estimates, such as projected future cash flows. **Subsequent to the purchase of 100 % of the membership interests in Level Solar Fund IV in 2023, we had no redeemable noncontrolling** ~~Interest~~ **interest** ~~Rate Swaps~~ **as of December 31, 2023.** We utilize interest rate swaps to manage interest rate risk on existing and planned future debt issuances. These swaps are not designated as cash flow hedges or fair value hedges. The fair value of the interest rate swaps are calculated by discounting the future net cash flows to the present value based on the terms and conditions of the agreements and the forward interest rate curves. As these inputs are based on observable data and valuations of similar instruments, the interest rate derivatives are primarily categorized as Level 2 in the fair value hierarchy. The fair value of interest rate swaps are recorded on the consolidated balance sheets. Realized gains and losses on interest rate swaps are recognized in interest expense, net on the consolidated statements of operations. Unrealized gains and losses on interest rate swaps are reflected in the consolidated statements of operations and as a non- cash reconciling item in operating activities on the consolidated statements of cash flows. New and Recently Adopted Accounting Pronouncements Refer to Note 2. Summary of Significant Accounting Policies to the consolidated financial statements, included below in Item 8. Financial Statements and Supplementary Data. Item 7A. Quantitative and Qualitative Disclosures About Market Risk We are a smaller reporting company as defined by Rule 12b- 2 of the Exchange Act and are not required to provide the information under this item. Our consolidated financial statements are presented beginning on page F- 1 following this caption. Index to Consolidated Financial Statements Page No. ~~Reports~~ **Report** of Independent Registered Public Accounting ~~Firms~~ **Firm** for Deloitte & Touche LLP (PCAOB ID No. 34 ~~) and Marcum LLP (PCAOB ID No. 688~~) F- 2Consolidated Balance Sheets as of December 31, **2024 and** ~~2023~~ **2023F** ~~and 2022F~~ ~~6Consolidated~~ **4Consolidated** Statements of Operations for the Years Ended December 31, **2024 and** ~~2023~~ **2023F** ~~and 2022F~~ ~~8Consolidated~~ **6Consolidated** Statements of Changes in Stockholders' Equity for the Years Ended December 31, **2024 and** ~~2023~~ **2023F** ~~and 2022F~~ ~~9Consolidated~~ **7Consolidated** Statements of Cash Flows for the Years Ended December 31, **2024 and** ~~2023~~ **2023F** ~~and 2022F~~ ~~11Notes~~ **8Notes** to Consolidated Financial StatementsF- 11 REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM To the shareholders and the Board of Directors of Spruce Power Holding Corporation Opinion on the Financial Statements We have audited the accompanying consolidated balance ~~sheet~~ **sheets** of Spruce Power Holding Corporation (the" Company") as of December 31, **2024 and** 2023, the related consolidated statements of operations, changes in

stockholders' equity, and cash flows **,** for **each of** the **two** ~~year~~ **years in the period** ended December 31, ~~2023~~ **2024** , and the related notes (collectively referred to as the" financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, **2024 and** 2023, and the results of its operations and its cash flows for **each of** the **two** ~~year~~ **years in the period** ended December 31, ~~2023~~ **2024** , in conformity with accounting principles generally accepted in the United States of America ~~. The consolidated financial statements of the Company for the year ended December 31, 2022, before the effects of the adjustments to retrospectively apply the reverse stock split discussed in Note 2 to the financial statements, were audited by other auditors whose report, dated March 30, 2023, expressed an unqualified opinion on those statements. We have also audited the adjustments to the 2022 consolidated financial statements to retrospectively apply the reverse stock split in 2023, as discussed in Note 2 to the financial statements. In our opinion, such retrospective adjustments are appropriate and have been properly applied. However, we were not engaged to audit, review, or apply any procedures to the 2022 consolidated financial statements of the Company other than with respect to the retrospective adjustments, and accordingly, we do not express an opinion or any other form of assurance on the 2022 consolidated financial statements taken as a whole~~. Basis for Opinion These financial statements are the responsibility of the Company' s management. Our responsibility is to express an opinion on the Company' s financial statements based on our ~~audit~~ **audits** . We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U. S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB. We conducted our ~~audit~~ **audits** in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our ~~audit~~ **audits** , we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company' s internal control over financial reporting. Accordingly, we express no such opinion. Our ~~audit~~ **audits** included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our ~~audit~~ **audits** also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our ~~audit~~ **audits** ~~provides~~ **provide** a reasonable basis for our opinion. Critical Audit ~~Matters~~ **Matter** The critical audit ~~matters~~ **matter** communicated below ~~are~~ **is a** ~~matters~~ **matter** arising from the current- period audit of the financial statements that ~~were~~ **was** communicated or required to be communicated to the audit committee and that (1) ~~relate~~ **relates** to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit ~~matters~~ **matter** below, providing **a** separate ~~opinions~~ **opinion** on the critical audit ~~matters~~ **matter** or on the accounts or disclosures to which ~~they~~ **it** ~~relate~~ **relates** . **Revenue** ~~SEMTH Acquisition~~ – Refer to Note ~~4~~ **2** to the Financial Statements Critical Audit Matter Description ~~In March 2023, the Company completed the acquisition of SS Holdings 2017, LLC and its subsidiaries (" SEMTH ") resulting in the acquisition of 20- year use rights to customer payment streams. The Company concluded that SEMTH does not meet the definition of a business or a variable interest entity. We identified the SEMTH Acquisition as a critical audit matter because of the significant judgment made by the Company to determine that SEMTH has sufficient equity at risk and thus was not a variable interest entity. This required a high degree of auditor judgment and an increased extent of effort, including the need to involve specialists and senior members of the engagement team. How the Critical Audit Matter Was Addressed in the Audit Our audit procedures to evaluate the accounting treatment of the SEMTH Acquisition included the following, among others: • With the assistance of professionals in our firm having expertise in business combinations and consolidation, we evaluated the Company' s conclusion that SEMTH does not meet the definition of a business per ASC 805, Business Combinations, or a variable interest entity per ASC 810, Consolidation. • With the assistance of fair value specialists, we evaluated the reasonableness of the assumptions used in the cash flows used in the equity at risk analysis, including testing the mathematical accuracy of the calculation. • We evaluated the reasonableness of the Company' s projections of revenue by comparing the assumptions used in the projections to long- term agreements and historical data. Revenue – Refer to Note 2 to the Financial Statements~~ The Company' s revenue is primarily derived from the sale of solar energy to residential homeowners pursuant to long- term agreements, the rental of solar equipment to residential homeowners pursuant to long- term agreements, and the sale of solar renewable energy credits to third ~~-~~parties. The Company recognizes revenue in accordance with ASC 606, Revenue from Contracts with Customers. We identified revenue as a critical audit matter as it required an increased extent of effort, including the need to involve senior members of the engagement team. **How the Critical Audit Matter Was Addressed in the Audit** Our audit procedures to evaluate revenue included the following, among others: • We **obtained** ~~performed detail testing procedures to evaluate~~ the Company' s ~~conclusion~~ **assessment** regarding the application of ASC 606 for contracts related to energy generation, both the sale of solar energy and the rental of solar equipment, and solar renewable energy credits **. ◦ We evaluated the Company' s assessment of the application of ASC 606 for contracts related to energy generation, both the sale of solar energy and the rental of solar equipment, and solar renewable energy credits. ◦ For certain types of revenue, we obtained management representations regarding the conclusion of when control transfers under ASC 606** . • We obtained the Company' s assessment of whether there have been significant changes in facts or circumstances that require a reassessment of the accounting treatment under ASC 606. ◦ We evaluated the Company' s assessment of any significant changes in facts or circumstances, including the Company' s policy related to the collectability of consideration **, under ASC 606** . ◦ We tested the **mathematical accuracy** ~~Company' s identification~~ of **the impact** ~~contracts that were concluded~~ to ~~no longer be collectable~~ **revenue of any significant changes** under

ASC 606. ~~• We tested the mathematical accuracy of the impact to revenue for those contracts that were concluded to no longer being collectable under ASC 606.~~ • We performed ~~detail testing~~ procedures **, including test of details and substantive analytical procedures,** to test revenue recorded for energy generation, both the sale of solar energy and the rental of solar equipment, and solar renewable energy credits. / s / Deloitte & Touche LLP Houston, TX ~~April 8~~ **March 31** , ~~2024~~ **2025** We have served as the Company' s auditor since 2023. F- 3 ~~To the Shareholders and Board of Directors of (formerly known as XL Fleet Corp.) We have audited, before the effects of the adjustments to retrospectively apply the reverse stock split described in Note 2, the accompanying consolidated balance sheet of Spruce Power Holding Corporation (formerly known as XL Fleet Corp.) (the " Company ") as of December 31, 2022, the related consolidated statements of operations, stockholders' equity and cash flows the year then ended, and the related notes (the 2022 financial statements before the effects of the reverse stock split discussed in Note 2 are not presented herein) (collectively referred to as the " financial statements "). In our opinion, the 2022 financial statements before the effects of the reverse stock split discussed in Note 2, present fairly, in all material respects, the financial position of the Company as of December 31, 2022, and the results of its operations and its cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America. These financial statements are the responsibility of the Company' s management. Our responsibility is to express an opinion on the Company' s financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (" PCAOB") and are required to be independent with respect to the Company in accordance with the U. S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB. We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company' s internal control over financial reporting. Accordingly, we express no such opinion. We were not engaged to audit, review, or apply any procedures to the adjustments to retrospectively apply the reverse stock split described in Note 2 and, accordingly, we do not express an opinion or any other form of assurance about whether such adjustments are appropriate and have been properly applied. Those adjustments were audited by other auditors. Critical Audit Matters The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate. Initial measurement of fair value of assets related to a business combination The Company completed the acquisition of all of the membership interests of Spruce Holding Company 1 LLC, Spruce Holding Company 2 LLC, Spruce Holding Company 3 LLC, and Spruce Manager LLC The Company has accounted for this acquisition as a business combination under ASC Topic 805 " Business Combinations. " Accordingly, the purchase price was allocated to the assets acquired and liabilities assumed based on their respective fair values. We identified the initial fair value measurement of intangible assets as a critical audit matter because of the significant estimates and assumptions management makes to fair value these assets for purposes of recording the acquisition. This required a high degree of auditor judgment and an increased extent of effort when performing audit procedures to evaluate the reasonableness of management' s initial estimates of cash flows including the need to involve our fair value specialists. F- 4 Our audit procedures related to these forecasts included the following, among others: — Testing the source information underlying the estimates — With the assistance of our fair value specialists: — Evaluating the reasonableness of the valuation methodology — Developing a range of independent estimates for the discount rates and comparing those to the discount rates selected by management / s / Marcum LLP We have served as the Company' s auditor from 2020 to 2023. Melville, NY PCAOB: 688 F- 5~~ As of December 31, (In thousands, except share and per share amounts) ~~20232022AssetsCurrent~~ ---- **20242023AssetsCurrent** assetsCash and cash equivalents $ **72, 802 $** 141, 354 ~~$ 220, 321~~ Restricted ~~cash31~~ **cash36 , 346 31** , 587 ~~19, 823~~ Accounts receivable, net of allowance of $ **0. 8 million and $** 1. 7 million ~~and $ 12. 2 million~~ as of December 31, **2024 and** 2023 ~~and 2022~~ , ~~respectively9~~ **respectively15 , 010 9** , 188 ~~8, 336~~ Interest rate swap assets, ~~current11~~ **current6 , 258 11** , 333 ~~10, 183~~ Prepaid expenses and other current ~~assets9~~ **assets6 , 014 9** , 879 ~~5, 316 Current assets of discontinued operations — 10, 977~~ Total current ~~assets203~~ **assets136 , 430 203** , 341 ~~274, 956~~ Investment related to SEMTH master lease ~~agreement143~~ - **agreement136 , 942 143** , 095 —Property and equipment, ~~net484~~ **net589, 014 484** , 406 ~~396, 168~~ Interest rate swap assets, non- ~~current16~~ **current18 , 414 16** , 550 ~~22, 069~~ Intangible assets, ~~net10~~ **net8, 957 10** , 196 —Deferred rent ~~assets2~~ **assets3 , 717 2** , 454 ~~1, 626~~ Right- of- use assets, ~~net5~~ **net4 , 750 5** , 933 ~~2, 802 Goodwill28~~ -- **Goodwill — 28** , 757 ~~128, 548~~ Other ~~assets257~~ **assets255** ~~383~~ **257** Long- term assets of discontinued ~~operations32~~ -- **operations** — **32** Total assets $ **898, 479 $** 895, 021 ~~$ 826, 552~~ Liabilities, ~~redeemable~~ noncontrolling interests and stockholders' equityCurrent liabilitiesAccounts payable $ **987 $** 1, 120 ~~$ 2, 904~~ Non- recourse debt, ~~current27~~ **current28 , 310 27** , 914 ~~25, 314~~ Accrued expenses and other current ~~liabilities40~~ **liabilities28 , 125 40** , 634 ~~21, 509~~ Deferred revenue, ~~current878~~ **current1 39 , 194 878** Lease liability, ~~current1~~ **current892 1** , 166 ~~834~~ Current liabilities of discontinued ~~operations~~ **operations61** — ~~9, 097~~ Total current ~~liabilities71~~ **liabilities59 , 569 71** , 712 ~~59, 697~~ Non- recourse debt, non- ~~current590~~ **current677, 021 590** , 866 ~~474, 441~~ Deferred revenue, non- ~~current1~~ **current2 , 790 1** , 858 ~~452~~ Lease liability, non- ~~current5~~ **current4 , 848 5** , 731 ~~2, 426~~ Warrant ~~liabilities17~~ -- **liabilities** ~~256~~ **— 17** Unfavorable solar renewable energy agreements, ~~net6~~ **net4 , 134 6** , 108 **—** Interest rate swap liabilities, non- ~~current843~~ **current385 —843** Other long- term liabilities3, **540 3,** 047 ~~10~~ Long- term liabilities of discontinued ~~operations170~~ **operations40** ~~294~~ **170** Total ~~liabilities680~~ **liabilities752 , 327 680** , 352 ~~537, 576~~ Commitments and contingencies (Note ~~15~~ **16**) ~~Redeemable noncontrolling interests — 85~~ Stockholders' equity: Common stock,

$ 0. 0001 par value; 350, 000, 000 shares authorized at December 31, **2024 and** 2023 ~~and 2022~~ ; 19, ~~093~~ **403** , ~~186~~ **262** and 18, ~~292~~ **311** , ~~536~~ **054** shares issued and outstanding at December 31, ~~2023~~ **2024** , respectively, and **19, 093, 186 and** 18, ~~046~~ **292** , ~~903~~ **536** issued and outstanding at December 31, ~~20222~~ **2023, respectively2** 2 Additional paid- in ~~capital475~~ **capital478 , 366 475** , 654 ~~473, 289~~ Accumulated deficit (**328, 377) (** 257, 888 ~~) (193, 342~~) Treasury stock at cost, **1, 092, 208 shares and** 800, 650 ~~shares and 0~~ at December 31, **2024 and** 2023 ~~and 2022~~ , respectively (**6, 277) (** 5, 424) ~~—~~ Noncontrolling interests2, **438 2,** 325 ~~8, 942~~ Total stockholders' ~~equity214~~ **equity146 , 152 214** , 669 ~~288, 891~~ Total liabilities, ~~redeemable~~ noncontrolling interests and stockholders' equity $ **898, 479 $** 895, 021 ~~$ 826, 552~~ See Notes to Consolidated Financial Statements. F- ~~7~~ **5** Years Ended December 31, (In thousands, except per share and share amounts) ~~20232022Revenues~~ ---- **20242023Revenues $ 82, 107** $ 79, 859 ~~$ 23, 194~~ Operating expenses: Cost of ~~revenues37~~ -- **revenues- solar energy systems depreciation23** , **377 23, 823 Cost of revenues- operations and maintenance16, 597** ~~813~~ **13** ~~9~~ , ~~949~~ **990** Selling, general and administrative ~~expenses56~~ **expenses58 , 889 56** , 122 ~~73, 118~~ Litigation settlements, ~~net27~~ **net7, 384 27** , 465 ~~—~~ Gain on asset disposal (**2, 504) (** 4, 724) ~~(580)~~ **Impairment of goodwill28, 757** — Total operating ~~expenses116~~ **expenses132 , 500 116** , 676 ~~82, 487~~ Loss from operations (**50, 393) (** 36, 817 ~~) (59, 293~~) Other (income) expense: Interest income (**22, 758) (** 19, 534 ~~) (1, 339~~) Interest expense, ~~net41~~ **net40 , 232 41** , 936 ~~11, 401 Gain on extinguishment of debt — (4, 527)~~ Change in fair value of **warrant liabilities** ~~obligation to issue shares of common stock to sellers of World Energy —~~ (~~535~~ **17) (239**) Change in fair value of ~~warrant liabilities (239) (5, 148) Change in fair value of~~ interest rate ~~swaps4~~ **swaps2 , 753 4** , 816 ~~(5, 554)~~ Other income, net (**525) (** 1, 309 ~~) (912~~) Net loss from continuing operations (**70, 078) (** 62, 487) ~~(52, 679)~~ Net **income (** loss **)** from discontinued operations (including loss on disposal of $ 3, 083 for the year ended December 31, 2023) **25** (4, 123 ~~) (40, 112~~) Net loss (**70, 053) (** 66, 610 ~~) (92, 791~~) Less: Net income (loss) attributable to redeemable noncontrolling interests and noncontrolling ~~interests~~ **interests436** (779) ~~1, 140~~ Net loss attributable to stockholders $ (**70, 489) $ (** 65, 831 ~~) $ (93, 931~~) Net loss from continuing operations per share, basic and diluted $ (3. **79) $ (3.** 40) ~~$ (2. 95)~~ Net **income (** loss **)** from discontinued operations per share, basic and diluted $ ~~— $~~ (0. 22 ~~) $ (2. 25~~) Net loss attributable to stockholders per share, basic and diluted $ (3. **82) $ (3.** 58 ~~) $ (5. 27~~) Weighted- average shares outstanding, basic and diluted18, **470, 926 18,** 391, 436 ~~17~~ **Year Ended December 31** , ~~836~~ **2024Common StockAdditionalPaid- InCapitalAccumulatedDeficitTreasury StockNon controlling InterestsTotal Stockholders' Equity (In thousands** , ~~500~~ **except share data) SharesAmountSharesAmountBalance at December 31, 202319, 093, 186 $ 2 $ 475, 654 $ (257, 888) 800, 650 $ (5, 424) $ 2, 325 $ 214, 669 Issuance of restricted stock310, 076 — — — — — — — — Share repurchases — — — — 291, 558 (853) — (853) Stock- based compensation expense, net — — 2, 712 — — — — 2, 712 Net loss — — — (70, 489) — — 436 (70, 053) Capital distributions to noncontrolling interests — — — — — — — (323) (323) Balance at December 31, 202419, 403, 262 $ 2 $ 478, 366 $ (328, 377) 1, 092, 208 $ (6, 277) $ 2, 438 $ 146, 152** Year Ended December 31, 2023Redeemable Noncontrolling InterestsCommon StockAdditionalPaid- ~~InCapitalAccumulatedDeficitTreasury~~ **inCapitalAccumulatedDeficitTreasury** StockNon controlling InterestsTotal Stockholders' Equity (In thousands, except share data) SharesAmountSharesAmountBalance at December 31, 2022 $ 85 18, 046, 903 $ 2 $ 473, 289 $ (193, 342) — $ — $ 8, 942 $ 288, 891 Exercise of stock options — 489, 436 — 1, 004 — — — — 1, 004 Purchase accounting measurement period adjustments240 — — (1, 813) — — — (5, 490) (7, 303) Issuance of restricted stock — 531, 029 — — — — — — — Issuance of common stock — 25, 818 — 150 — — — — 150 Share repurchases — — — — — 800, 650 (5, 424) — (5, 424) Cumulative- effect adjustment of ASC 326 adoption — — — — 1, 285 — — — 1, 285 Stock- based compensation expense **, net** — — — 2, 885 — — — — 2, 885 ~~Net income (loss) 3 — — — (65, 831) — — (782) (66, 613)~~ Buyout of redeemable noncontrolling interests (55) — — — — — — — — Capital distributions to noncontrolling interests (134) — — — — — — (345) (345) Equity related to buyout of redeemable noncontrolling interest (139) — — 139 — — — — 139 **Net income (loss) 3 — — — (65, 831) — — (782) (66, 613)** Balance at December 31, 2023 $ — 19, 093, 186 $ 2 $ 475, 654 $ (257, 888) 800, 650 $ (5, 424) $ 2, 325 $ 214, 669 ~~Year Ended December 31, 2022Redeemable Noncontrolling InterestsCommon StockAdditionalPaid- inCapitalAccumulatedDeficitTreasury StockNon controlling InterestsTotal Stockholders' Equity (In thousands, except share data) SharesAmountSharesAmountBalance at December 31, 2021 $ — 17, 567, 584 $ 2 $ 461, 219 $ (99, 411) — $ — $ — $ 361, 810 Exercise of stock options — 333, 764 — 630 — — — — — 630 Issuance of restricted stock — 133, 055 — — — — — — — — — — Issuance of shares as contingent consideration relating to Quantum business acquisition — 12, 500 — 186 — — — — — 186 Stock- based compensation expense — — — 9, 996 — — — — — 9, 996 Net income (loss) 846 — — — (93, 931) — — 294 (93, 637) Noncontrolling interests related to acquisition of Legacy Spruce Power7, 159 — — — — — — — — 12, 164 12, 164 Buyout of noncontrolling interests (6, 517) — — — 1, 258 — — — — (3, 024) (1, 766) Capital distributions to noncontrolling interests (1, 403) — — — — — — — — (492) (492) Balance at December 31, 2022 $ 85 18, 046, 903 $ 2 $ 473, 289 $ (193, 342) — $ — $ 8, 942 $ 288, 891 F- 10~~ Years Ended December 31, (In thousands) ~~20232022Operating~~ ---- **20242023Operating** activities: Net loss $ (**70, 053) $ (** 66, 610 ~~) $ (92, 791~~) Add back: Net **(income)** loss from discontinued ~~operations4~~ **operations (25) 4** , 123 ~~40, 112~~ Adjustments to reconcile net loss to net cash used in operating activities: Stock- based ~~compensation2~~ **compensation, net2, 712 2** , 885 ~~9, 996~~ Bad debt expense1, **386 1,** 841 ~~1, 839~~ Amortization of deferred revenue (**1, 193) (** 91 ~~) (34~~) Depreciation and amortization expense21, **284 21,** 586 ~~6~~ **Impairment of goodwill28** , ~~456~~ **757** — Accretion ~~expense300~~ **expense236** ~~—~~ **300** Change in fair value of **interest rate swaps2, 753 4, 816** ~~obligation to issue shares of common stock — (535)~~ Change in fair value of ~~interest rate swaps4, 816 (5, 554) Change in fair value of~~ warrant liabilities (**17) (** 239 ~~) (5, 148~~) Interest income related to SEMTH master lease agreement (**16, 823) (** 11, 486 ~~) — Gain on extinguishment of debt — (4, 527~~) Gain on disposal of assets (**2, 504) (** 4, 724 ~~) (580~~) Change in operating right- of- use ~~assets120~~ **assets26** ~~134~~ **120** Amortization of debt discount and deferred financing ~~costs5~~ **costs6 , 026 5** , 863 ~~1, 482~~ Changes in operating assets and liabilities: Accounts receivable, ~~net85~~ -- **net** ~~553~~ **(3, 490) 85** Deferred rent assets (**1, 263) (** 828 ~~) (1, 626~~) Prepaid expenses and other current ~~assets~~ **assets3 , 707** (2, 390) ~~(1, 571)~~ Other ~~assets126~~ -- **assets2** ~~—~~ **126** Accounts payable (**133) (** 1, 784 ~~) (1, 696~~) Accrued expenses and other current ~~liabilities13~~ -- **liabilities (15, 571) 13** , 624 ~~5, 278~~ Other long- term ~~liabilities5~~ **liabilities** ~~—~~ **(9) 5** Deferred ~~revenue1~~ **revenue2 , 506 1** , 064 ~~495~~ Net cash used in

continuing operating activities (**41, 686) (** 31, 714 ~~) (47, 717~~) Net cash used in discontinued operating activities (**125) (** 1, 947 ~~) (15, 772~~) Net cash used in operating activities (**41, 811) (** 33, 661 ~~) (63, 489~~) Investing activities: Proceeds from sale of solar energy systems6, **091 6,** 297 ~~2, 289~~ Proceeds from investment related to SEMTH master lease ~~agreement20~~ **agreement25 , 614 20** , 239 ~~—~~ Cash paid for acquisitions, net of cash acquired (**132, 763) (** 43, 097 ~~) (32, 585~~) Purchases of other property and equipment (**354) (** 499) ~~—~~ Net cash used in continuing investing activities (**101, 412) (** 17, 060 ~~) (30, 296~~) Net cash provided by discontinued investing ~~activities325~~ ~~---~~ **activities — 325** ~~1, 290~~ Net cash used in investing activities (**101, 412) (** 16, 735 ~~) (29, 006~~) Financing activities: Proceeds from issuance of ~~long~~ **non** ~~-~~ ~~term~~ **recourse** ~~debt21~~ **debt239 , 842 21** , 396 ~~—~~ Payment of deferred financing costs (**3, 374) (** 391) ~~—~~ Repayments of ~~long~~ **non** ~~-~~ ~~term~~ **recourse** debt (**155, 943) (** 32, 843 ~~) (9, 302~~) Repayments under financing leases ~~—~~ (165 ~~) (238~~) Proceeds from issuance of common ~~stock150~~ ~~---~~ **stock** — **150** Proceeds from exercise of stock ~~options1~~ ~~-~~ **options — 1** , 004 ~~630~~ Share repurchases (**853) (** 5, 424) ~~—~~ Capital distributions to redeemable noncontrolling interests and noncontrolling interests (**323) (** 479 ~~) (1, 895~~) Buyout of redeemable non- controlling interest ~~—~~ (55 ~~) (8, 283~~) Net cash **provided by (** used in **)** continuing financing ~~activities~~ **activities79 , 349** (16, 807 ~~) (19, 088~~) Net cash ~~used in~~ **provided by** discontinued financing ~~activities~~ **activities81** ~~—~~ ~~(99)~~ Net cash **provided by (** used in **)** financing ~~activities~~ **activities79 , 430** (16, 807 ~~) (19, 187~~) Net change in cash and cash equivalents and restricted cash: (**63, 793) (** 67, 203 ~~) (111, 682~~) Cash and cash equivalents and restricted cash, beginning of ~~period240~~ ~~--~~ **period172 , 941 240** , 144 ~~351, 826~~ Cash and cash equivalents and restricted cash, end of period $ **109, 148 $** 172, 941 ~~$ 240, 144~~ Supplemental disclosure of cash flow information: Cash paid for interest $ **35, 060 $** 37, 482 ~~$ 12, 367~~ Supplemental disclosures of noncash investing and financing information: Right- of- use assets obtained in exchange for lease liability $ **— $** 933 ~~$ 1, 850~~ Settlement of operating lease liability $ **— $** 436 ~~$ 685~~ Settlement of finance lease liability $ ~~43 $ — Settlement of contingent liability through issuance of shares $~~ — $ ~~186~~ **43** F- ~~12Spruce~~ **9Spruce** Power Holding Corporation Notes to Consolidated Financial Statements Note 1. Organization and Description of Business Spruce Power Holding Corporation and its subsidiaries (“ Spruce Power ” or the “ Company ”) is a leading owner and operator of distributed solar energy assets across the United States (the “ U. S. ”), offering subscription- based services to approximately ~~75~~ **85** , 000 home solar assets and customer contracts, making renewable energy more accessible to everyone. The Company is engaged in the ownership and maintenance of home solar energy systems for homeowners in the U. S ~~. The Company provides clean, solar energy typically at savings compared to traditional utility energy~~ . The Company’ s primary customers are homeowners and **its** ~~the Company’ s~~ core solar service offerings **to these customers** generate revenues primarily through (i) the sale of electricity generated by its home solar energy systems to homeowners pursuant to long- term **Customer** ~~agreements~~ **Agreements as defined below** , which ~~requires~~ ~~-~~ **require** the **homeowners** ~~Company’ s subscribers~~ to make recurring monthly payments, (ii) third party contracts to sell solar renewable energy credits (“ SRECs ”) generated by the **Company’ s home** solar energy systems for ~~fixed~~ **contracted** prices **,** and (iii) the servicing of **third- party owned solar energy systems through** ~~those~~ ~~--~~ **the** ~~agreements for other institutional~~ **Company’ s Spruce Pro servicing platform, which is contracted to offer portfolio managed services to third party** owners **, as well as to the Company’ s portfolio** of home solar energy systems **(the “ Portfolio ”). These portfolio managed services include (a) billing and collections / asset recovery, (b) account support services, (c) financial asset management, (d) homeowner support and servicing technology, (e) asset operations, and (f) transaction and execution services related to SRECs** . In addition **to the Company’ s core solar service offerings** , the Company generates cash flows and earns interest income from ~~an investment through a~~ **customer contracts related to the SEMTH** ~~master~~ **Master** ~~lease~~ **Lease** ~~agreement~~ **, defined below** . The Company holds subsidiary fund companies, defined below as the Funds, that own and operate **the Company’ s** ~~portfolios~~ ~~-~~ **portfolio** of home solar energy systems, which are subject to solar lease agreements (“ SLAs ”) and power purchase agreements (“ PPAs ”, together with the SLAs, “ Customer Agreements ”) with residential customers who benefit from the production of electricity generated by the **Company’ s Portfolio, which** ~~solar energy systems. The solar energy systems~~ may qualify for subsidies, renewable energy credits and other incentives as provided by various states and local agencies. These benefits have generally been retained by the Company' s subsidiaries that own the systems, with the exception of the investment tax credit (“ ITCs ”) under Section 48 of the Internal Revenue Code, as amended, (the “ IRC ”), which were generally passed through to the various financing partners of the solar energy systems. ~~The Company also offers services which include asset management services and operating and maintenance services for home solar energy systems.~~ Corporate History and Discontinued Operations Historically, **as XL Fleet Corp. (“ XL Fleet ”),** the Company ~~had~~ provided fleet electrification solutions for commercial vehicles in North America, offering its systems for vehicle electrification (the “ Drivetrain ” ~~segment) and through its energy efficiency and infrastructure solutions~~ business ~~,~~ **,) and** offering and installing charging stations to enable customers to develop ~~the~~ charging infrastructure required for ~~their~~ electrified vehicles (the “ XL Grid ” ~~segment~~ **business**). In **early** ~~the first quarter of~~ 2022, the Company ~~initiated~~ **performed** a strategic review of its overall business operations **,** which ~~included assessing its offerings, strategy, processes and growth opportunities. As a result~~ **resulted** ~~of the strategic review,~~ in ~~the first quarter of 2022, the Company made the following decisions relating to the restructuring of its Drivetrain business:~~ (i) the **sale** ~~elimination of a substantial majority~~ of the Company’ s ~~hybrid drivetrain~~ **Drivetrain** ~~products;~~ **and XL Grid businesses in January 2023, and** (ii) the **decision** ~~elimination of its plug- in hybrid electric vehicles products; (iii) the reduction in the size of the Company’ s workforce by approximately 50 employees; (iv) the closure of the Company’ s production center and warehouse in Quincy, IL; (v) the closure of the Company’ s engineering activities in its Boston office; and (vi) the termination of the Company’ s partnership with eNow. Following the strategic review, the Company decided~~ to pursue ~~transformational mergers~~ ~~-~~ **merger** and acquisition (“ M & A ”) opportunities ~~, which included the implementation of a process to institutionalize the M & A effort, resulting in the formation of an investment committee comprised of senior members of the Company’ s executive team and members of its Board of Directors~~ . **On** ~~The objective of the investment committee was to continue the exploration of value- generative opportunities in the decarbonization and energy transition ecosystem, focused on three core requirements, (i) a business that makes an impact on decarbonization, (ii) a leader in an established, growing market segment and (iii) a company~~

~~that generates positive earnings before interest, taxes, depreciation and amortization (" EBITDA "). F- 13 As a result of these efforts, on~~ September 9, 2022, the Company acquired 100 % of the membership interests of Spruce Holding Company 1 LLC, Spruce Holding Company 2 LLC, Spruce Holding Company 3 LLC and Spruce Manager LLC (collectively and together with their subsidiaries, " Legacy Spruce Power ") (See Note 3. Business Combinations) **, which** ~~. Legacy Spruce Power~~ was ~~a~~ **one of the largest** privately held owner and operator of home solar energy systems in the U. S. at the time of the transaction ~~, with approximately 51, 000 customer subscribers as of December 31, 2022. Spruce Power sells the power generated by solar energy systems to its homeowners pursuant to long- term agreements that require subscribers to make recurring monthly payments~~. In November 2022 **, following the acquisition of Legacy Spruce Power** , the Company changed its corporate name from " XL Fleet Corp. " to " Spruce Power Holding Corporation. " Additionally, the Company changed its ticker symbol from " XL " to " SPRU. " ~~With the completion of the acquisition of Legacy Spruce Power, the Company analyzed strategic alternatives related to its Drivetrain business. In December 2022, the Company commenced the exit of its Drivetrain business and sold a portion of the business for an immaterial amount to Shyft Group USA (" Shyft "), which closed in January 2023. Shyft also (i) acquired certain technical equipment and assumed the Company' s Wixom, Michigan facility, (ii) offered employment to certain engineers and other sales personnel and (iii) assumed completion of the Company' s pilot development agreement with the Department of Defense related to vehicle hybridization (with the Company retaining rights to potential future royalties from the program). In the fourth quarter of 2022, the Company also sold certain battery inventory and its legacy hybrid technology to RMA Group, an automotive and equipment supplier in Southeast Asia.~~ After the acquisition of Legacy Spruce Power, the Company also commenced a review of its XL Grid business to evaluate its strategic fit with Legacy Spruce Power, and in the fourth quarter of 2022, the Company entered into a non- binding letter of intent for the sale of World Energy Efficiency Services, LLC (" World Energy ") for an immaterial amount. The divestiture of World Energy closed in January 2023 and the Company subsequently ceased its XL Grid operations. Both the Drivetrain and XL Grid operations are presented as discontinued operations in the consolidated financial statements **. F- 10 In the first quarter of 2023, the Company completed the acquisition of all issued and outstanding interests in SS Holdings 2017, LLC and its subsidiaries (" SEMTH ") from certain funds managed by HPS Investment Partners, LLC, pursuant to a membership interest purchase and sale agreement as of that date (the " SEMTH Acquisition "). The SEMTH related asset includes a 20- year use rights to customer payment streams of approximately 22, 500 customer contracts (the " SEMTH Master Lease "). Subsequently on August 18, 2023, the Company acquired approximately 2, 400 home solar assets and customer contracts, with an average remaining contract life of approximately 11 years, from a publicly traded, regulated utility company (the " Tredegar Acquisition "). In the fourth quarter of 2024, the Company completed the acquisition of a residential solar portfolio consisting of approximately 9, 800 home solar assets and customer contracts, with an average remaining contract life of over 11 years, from a publicly traded energy services company (the " NJR Acquisition "). With the completion of the NJR Acquisition, the Company has, in the aggregate, 14 portfolios of rooftop solar Customer Agreements. In the aggregate, as of December 31, 2024, the Company offered subscription- based services and owned the cash flows from approximately 85, 000 home solar assets and customer contracts** . Basis of consolidated financial statement presentation The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States (" U. S. GAAP ") and include the accounts of its wholly owned subsidiaries and variable interest entities (" VIEs "), for which the Company was the primary beneficiary. All intercompany transactions and balances have been eliminated in consolidation. Certain prior year amounts have been reclassified to conform to the Company' s presentation as of and for the year ended December 31, ~~2023~~ **2024** and such reclassifications had no effect on the Company' s previously reported financial position, results of operations, or cash flows. On March 28, 2023, the Company was notified by the New York Stock Exchange (the " NYSE ") that it was not in compliance with certain listing requirements since the average closing price of its common stock was less than $ 1. 00 over a consecutive 30 day trading period. Subsequently, on October 6, 2023, the Company effected a 1- for- 8 reverse stock split with respect to its issued and outstanding shares of common stock (the " Reverse Stock Split "). Excluding the par value and the number of authorized shares of the Company' s common stock, all share, per share amounts, and the values of the common stock outstanding and related effect on additional paid in capital included in this Form 10- K have been retrospectively presented as if the Reverse Stock Split had been effective from the beginning of the earliest period presented. ~~F- 14~~ Use of estimates The preparation of financial statements in conformity with U. S. GAAP requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the balance sheet date, as well as reported amounts of **income and** expenses during the reporting period. The Company' s most significant estimates and judgments involve (i) ~~inventory reserves, (ii)~~ deferred income taxes, (~~iii~~ - **ii**) warranty reserves, (~~iv~~ **iii**) valuation of stock- based compensation, (~~v~~ **iv**) valuation of warrant liability, (~~vi~~ **v**) the useful lives of certain assets and liabilities, (~~vii~~ - **vi**) the allowance for current expected credit losses ~~and~~ **,** (~~viii~~ - **vii**) ~~the~~ valuation of business combinations, including the fair values and useful lives of acquired assets and assumed liabilities, ~~goodwill~~ and the fair value of purchase consideration of asset acquisitions **, and (viii) valuation of goodwill** . Management bases its estimates on historical experience and on various other assumptions believed to be reasonable, the results of which form the basis for making judgments about the carrying values of assets and liabilities. Actual results could differ from those estimates, and such differences could be material to the Company' s financial statements. Variable interest entities The Company consolidates any variable interest entity (" VIE ") of which it is the primary beneficiary. The Company formed or acquired VIEs which are partially funded by tax equity investors in order to facilitate the funding and monetization of certain attributes associated with solar energy systems. The typical condition for a controlling financial interest ownership is holding a majority of the voting interests of an entity; however, a controlling financial interest may also exist in entities, such as VIEs, through arrangements that do not involve controlling voting interests. A variable interest holder is required to consolidate a VIE if that party has the power to direct the activities of the VIE that most significantly impact the VIE' s economic performance and the obligation to absorb

losses of the VIE that could potentially be significant to the VIE or the right to receive benefits from the VIE that could potentially be significant to the VIE. The Company does not consolidate a VIE in which it has a majority ownership interest when the Company is not considered the primary beneficiary. The Company evaluates its relationships with the VIEs on an ongoing basis to determine if it is the primary beneficiary. **The** ~~As of December 31, 2022, the~~ Company ~~had its~~ **' s** initial investment in Level Solar Fund IV LLC (" Level Solar Fund IV ") and similar investments in the Funds as defined below (collectively, the " Prior Funds ") ~~, which~~ were each determined to be a VIE upon investment. During 2023, the Company purchased 100 % of the membership interests in Level Solar Fund IV ~~(See Note 13. Redeemable Noncontrolling Interests and Noncontrolling Interests)~~ and it ceased being a VIE upon purchase ~~. As~~ **and as** of December 31, 2023 ~~, the~~ **. The** Company ~~had its~~ **' s initial** investments in Volta Solar Owner II, LLC and ORE F4 HoldCo, LLC (collectively, the " Funds ") **were determined to be VIEs and remained as such as of December 31, 2024 and 2023. See Note 14. Redeemable Noncontrolling Interests and Noncontrolling Interests** . The Company considered the provisions within the contractual arrangements that grant it power to manage and make decisions that affect the operation of the VIEs, including determining the solar energy systems contributed to the VIEs, and the operation and maintenance of the solar energy systems. The Company considers the rights granted to the other investors under the contractual arrangements to be more protective in nature rather than substantive participating rights. As such, the Company was determined to be the primary beneficiary and the assets, liabilities and activities of the Funds and Prior Funds were consolidated by the Company. The distribution rights and priorities for the Funds and Prior Funds (before any ceased being a VIE) as set forth in their respective operating agreements differ from the underlying percentage ownership interests of the members. As a result, the Company allocates income or loss to the noncontrolling interest holders of the Funds and Prior Funds (before any ceased being a VIE) utilizing the hypothetical liquidation of book value (" HLBV ") method, in which income or loss is allocated based on the change in each member' s claim on the net assets at the end of each reporting period, adjusted for any distributions or contributions made during such periods. The HLBV method is commonly applied to investments where cash distribution percentages vary at different points in time and are not directly linked to an equity member' s ownership percentage. ~~F- 15~~ The HLBV method is a balance sheet- focused approach. Under this method, a calculation is prepared at each reporting date to determine the amount that each member would receive if the entity were to liquidate all of its assets and distribute the resulting proceeds to its creditors and members based on the contractually defined liquidation priorities. The difference between the calculated liquidation distribution amounts at the beginning and the end of the reporting period, after adjusting for capital contributions and distributions, is used to derive each member' s share of the income or loss for the period. Factors used in the HLBV calculation include **U. S.** GAAP income (loss), taxable income (loss), capital contributions, ITCs, capital distributions and the stipulated targeted investor return specified in the subsidiaries' operating agreements. Changes in these factors could have a significant impact on the amounts that investors would receive upon a hypothetical liquidation. The Company classifies certain noncontrolling interests with redemption features that are not solely within the Company' s control outside of permanent equity in the consolidated balance sheets. Redeemable noncontrolling interests are reported using the greater of the carrying value at each reporting date as determined by the HLBV method or the estimated redemption value at the end of each reporting period. Estimating the redemption value of the redeemable noncontrolling interests requires the use of significant assumptions and estimates, such as projected future cash flows. Subsequent to the purchase of 100 % of the membership interests in Level Solar Fund IV in 2023, the Company had no redeemable noncontrolling interest as of December 31, 2023. **F- 12** The Company considers all highly liquid investments with a maturity of three months or less at the time of purchase to be cash equivalents. Cash and cash equivalents include cash held in banks, money market accounts and U. S. Treasury securities. Cash equivalents are carried at cost, which approximates fair value due to their short- term nature. The Company' s cash and cash equivalents are placed with **large** ~~high- credit quality~~ financial institutions ~~and issuers~~ , and at times exceed federally insured limits. To date, the Company has **not** experienced ~~no~~ **any** credit ~~losses~~ -- **loss** relating to its cash and cash equivalents. Concentration of credit risks and revenue Financial instruments which potentially subject the Company to concentrations of credit risk consist of cash and cash equivalents. At times, ~~such~~ **the Company may hold** cash ~~may be~~ **balances at a single bank** in excess of the ~~FDIC~~ **Federal Deposit Insurance Corporation deposit insurance** limit **of $ 250, 000** . At December 31, **2024 and** 2023 ~~and 2022~~ , the Company had cash in excess of the ~~$ 250, 000 federally~~ -- **federal deposit** ~~insured~~ - **insurance** limit. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents as most of the balances are ~~kept~~ **invested** in treasury bills, which are government backed securities. As of and for the year ended December 31, **2024 and** 2023 ~~and 2022~~ , the Company had no customers that represented at least 10 % of the Company' s revenues or its accounts receivable balances. Restricted cash held at December 31, **2024 and** 2023 ~~and 2022~~ of **$ 36. 3 million and** $ 31. 6 ~~million and $ 19. 8~~ million, respectively, primarily consists of cash that is subject to restriction due to provisions in the Company' s financing agreements and the operating agreements of the ~~Funds and Prior~~ Funds. The carrying amount reported in the consolidated balance sheets for restricted cash approximates its fair value. The following table provides a reconciliation of cash and cash equivalents and restricted cash reflected on the consolidated balance sheets to the total amounts shown within the consolidated statements of cash flows for each year: As of December 31, (Amounts in thousands) ~~20232022Cash~~ **20242023Cash** and cash equivalents $ **72, 802 $** 141, 354 ~~$ 220, 321~~ Restricted ~~cash31~~ **cash36 , 346 31** , 587 ~~19, 823~~ Total cash, cash equivalents and restricted cash $ **109, 148 $** 172, 941 ~~$ 240, 144~~ F- ~~16~~ **13** Accounts receivable primarily represent amounts due from the Company' s customers. Accounts receivable is recorded net of allowance for expected credit losses in accordance with the current expected credit losses standard ~~(" CECL "), defined below~~ , which is determined by the Company' s assessment of the collectability of customer accounts based on the best available data at the time of the assessment. Management reviews the allowance by considering factors such as historical experience, contractual term, aging category and current economic conditions that may affect customers. The following table presents the changes in the allowance for credit losses recorded ~~within~~ **against** accounts receivable, net on the consolidated balance sheets: As of December 31, (Amounts in thousands) ~~2023Balance~~ **20242023Balance** at the beginning of the period **$ 1, 693** $ 12, 164 Impact

of ASC 326 adoption — (1, 285) Write- off of uncollectible accounts **(2, 322)** (11, 447) Provision recognized upon valuation of assets ~~acquired420 ---~~ **acquired — 420** Provision for current expected credit losses1, **386 1,** 841 Balance at the end of the period **$ 757** $ 1, 693 Derivative instruments and hedging activities The Company utilizes interest rate swaps to manage interest rate risk on existing and planned future debt issuances. The fair value of all derivative instruments are recognized as assets or liabilities at the balance sheet date on the consolidated balance sheets. The fair value of the interest rate swaps are calculated by discounting the future net cash flows to the present value based on the terms and conditions of the agreements and the forward interest rate curves. As these inputs are based on observable data and valuations of similar instruments, the interest rate derivatives are primarily categorized as Level 2 in the fair value hierarchy. Prepaid expenses and other current assets include prepaid insurance, prepaid rent, and supplies, which are expected to be recognized or realized within the next 12 months. **F- 14** The Company accounts for its investment related to the SEMTH, as defined below, master lease agreement in accordance with Accounting Standards Codification (" ASC ") 325- 40, Investments — Other — Beneficial Interests in Securitized Financial Assets. The Company recognizes accretable yield as interest income over the life of the related beneficial interest using the effective yield method, which is reflected within interest income in the consolidated statements of operations in the amount of $ **16. 8 million and $** 11. 5 million for the ~~year~~ **years** ended December 31, **2024 and** 2023 **, respectively** . On a recurring basis, the Company evaluates changes in the cash flows expected to be collected from the cash flows previously projected, and when favorable or adverse changes are deemed other than temporary, the Company prospectively updates its expectation of cash flows to be collected and recalculates the amount of accretable yield for the related beneficial interest. **Favorable or adverse changes deemed other than temporary are accounted for as a change in estimate in conformity with ASC 250, Accounting Changes and Error Corrections, with the amount of periodic accretion adjusted over the remaining life of the master lease agreement. During the year ended December 31, 2024, the Company revised its estimated cash flows expected to be collected related to the SEMTH master lease agreement, and as a result, recognized additional accretable yield of $ 1. 8 million within interest income in the consolidated statements of operations. The Company estimates approximately $ 3. 0 million of additional interest income per year over the life of the related beneficial interest.** Property and equipment, net consists of solar energy systems and other property and equipment. ~~F- 17~~ Solar energy systems, net Solar energy systems, net consists of home solar energy systems which are subject to long- term Customer Agreements and asset retirement costs (" ARC "). Solar energy systems are recorded at their fair value upon acquisition, while ARCs are capitalized as part of the carrying amount of the solar energy systems and depreciated over the remaining useful life. Subsequently, any impairment charges that may arise are recognized and the impairment loss reduces the carrying amount of the asset to its recoverable amount. For all acquired systems, the Company calculates depreciation using the straight- line method over the remaining useful life as of the acquisition date based on a 30- year useful life from the date the asset was placed in service. When a solar energy system is sold or otherwise disposed of, a gain (or loss) is recognized for the amount of cash received in excess of the net book value of the solar energy system (or vice versa), at which time the related solar energy system is removed from the consolidated balance sheets. Other property and equipment, net Other property and equipment, net is stated at cost less accumulated depreciation, or if acquired in a business combination, at fair value as of the date of acquisition. Depreciation is calculated using the straight- line method, based upon the following estimated useful lives: Equipment5 yearsFurniture and fixtures3 yearsComputer and related equipment2 yearsSoftware2 yearsVehicles5 yearsLeasehold improvementsLesser of useful life of the asset or remaining life of the lease Leasehold improvements are capitalized, while replacements, maintenance and repairs, which do not improve or extend the life of the respective asset, are expensed as incurred. When property and equipment is retired or otherwise disposed of, the related cost and accumulated depreciation are removed from the accounts, and any gain or loss on the disposition is recorded in the consolidated statements of operations as a component of other income, net. **F- 15** The Company' s intangible assets include solar renewable energy credit agreements, performance based incentive agreements, and a trade name. The Company amortizes its intangible assets that have finite lives based on the pattern in which the economic benefit of the asset is expected to be utilized. The useful life of the Company' s intangible assets generally range between three years and 30 years. The useful life of intangible assets are assessed and assigned based on the facts and circumstances specific to the assets. The Company recognizes the amortization of (i) solar renewable energy credit agreements and performance based incentive agreements as a reduction to revenue and (ii) the trade name as amortization expense within selling, general and administrative expenses. The Company reviews long- lived assets, **such as** ~~including solar energy systems, other~~ property and equipment ~~,~~ and intangible assets with definite lives **,** for impairment whenever events or changes in circumstances indicate that an asset group' s carrying amount may not be recoverable. The Company groups assets and liabilities at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities and evaluates the asset group against the sum of the undiscounted future cash flows. If the undiscounted cash flows do not indicate the carrying amount of the asset group is recoverable, an impairment charge is measured as the amount by which the carrying amount of the asset group exceeds its fair value. ~~F- 18 In the fourth quarter of 2022, the Company determined there was an indicator of impairment for intangible assets in its discontinued operations of the Drivetrain and XL Grid businesses and concluded the asset was not recoverable. Comparing the carrying value of the asset to its fair value, the Company determined the entire asset was impaired and recognized an impairment charge of $ 0. 9 million, which is reflected within net loss from discontinued operations in the consolidated statements of operations for the year ended December 31, 2022 (See Note 20. Discontinued Operations).~~ There ~~was~~ **were** no long- lived asset impairment ~~charge~~ **charges** during the ~~year~~ **years** ended December 31, **2024 and** 2023. The Company determines if an arrangement is a lease, or contains a lease, at the inception of the arrangement and evaluates whether the lease is an operating lease or a finance lease at the commencement date. The Company' s assessment is based on: (i) whether the contract involves the use of a distinct identified asset, (ii) whether the Company obtained the right to substantially all the economic benefit from the use of the asset throughout the period, and (iii) whether the Company has the right to direct the use of the asset. The Company recognizes lease right- of- use (" ROU ") assets and lease liabilities for operating and finance leases

with initial terms greater than 12 months. ROU assets represent the Company' s right to use an asset for the lease term, while lease liabilities represent the Company' s obligation to make the related lease payments. The ROU assets for all leases are recognized based on the present value of fixed lease payments over the lease term at the lease commencement date. The lease liabilities of all leases are calculated as the present value of fixed payments not yet paid at the measurement date, however subsequent to the measurement date, the finance lease liabilities are presented at amortized cost using the effective interest method. The Company generally uses its incremental borrowing rate as the discount rate for leases unless an interest rate is implicitly stated in the leases. The Company' s incremental borrowing rate is determined using a portfolio approach based on the rate of interest that the Company would have to pay to borrow an amount equal to the lease payments on a collateralized basis over a similar term. The lease term for all of the Company' s leases includes the noncancelable period of the lease, in addition to any additional periods covered by either the Company' s option to extend the lease, which the Company is reasonably certain to exercise, or the option to extend the lease controlled by the lessor. All ROU assets are reviewed periodically for impairment. Lease expense for operating leases consists of the lease payments plus any initial direct costs and is recognized on a straight- line basis over the lease term. Lease expense for finance leases consists of the amortization of the asset on a straight- line basis over the shorter of the lease term or its useful life and interest expense determined on an amortized cost basis, with the lease payments allocated between a reduction of the lease liability and interest expense. Variable lease payments that are not based on an index or a rate, such as common area maintenance fees, taxes and insurance, are expensed as incurred. Asset retirement obligations **F- 16** Asset retirement obligations (" ARO ") can arise from contractual or regulatory requirements to perform certain asset retirement activities at the time the solar energy systems are to be disposed. The Company recognizes AROs at the point an obligating event takes place. The liability is initially measured at fair value based on the present value of estimated removal costs and subsequently adjusted for changes in the underlying assumptions and accretion expense. The corresponding ARCs are considered retired when permanently taken out of service, such as, through a sale or disposal. The Company may revise the ARO based on actual experiences, changes in certain customer- specific estimates and other cost estimate changes. If there are changes in estimated future costs, those changes will be recorded as either a reduction or addition in the carrying amount of the remaining unamortized ARC and the ARO will either increase or decrease in depreciation and accretion expense amounts prospectively. Inherent in the calculation of the fair value of AROs are numerous assumptions and judgments, including the ultimate settlement amounts, inflation factors, credit adjusted discount rates, and timing of settlement. ~~As~~ **The following is a roll forward** of **the Company' s ARO: Years Ended** December 31, ~~2023 and 2022, ARO was~~ **(Amounts in thousands) 20242023Balance at the beginning of the period** $ 3 **, 033** ~~. 0 million and~~ $ ~~0 million —~~ **Additions267 2** , **733** ~~respectively. For the years ended December 31, 2023 and 2022, accretion~~ **Accretion** ~~expenses~~ **expense236** ~~were~~ **300 Balance at the end of the period** $ ~~0.~~ 3 ~~million and~~ **, 536** $ **3** ~~0 million~~ , **033** ~~respectively. F- 19~~ The Company accounts for assets acquired based on the consideration transferred by the Company, including direct and incremental transaction costs incurred by the Company as a result of the acquisition. An asset acquisition' s cost or the consideration transferred by the Company is assumed to be equal to the fair value of the net assets acquired. If the consideration transferred is cash, measurement is based on the amount of cash the Company paid to the seller, as well as transaction costs incurred by the Company. Consideration given in the form of nonmonetary assets, liabilities incurred or equity interests issued is measured based on either the cost to the Company or the fair value of the assets or net assets acquired, whichever is more clearly evident. The cost of an asset acquisition is allocated to the net assets acquired based on their estimated relative fair values. The Company engages third- party appraisal firms to assist in the fair value determination, however management is responsible for, and ultimately determines the fair value. Goodwill is not recognized in an asset acquisition. The Company accounts for the acquisition of a business using the acquisition method of accounting. Amounts paid to acquire a business are allocated to the assets acquired and liabilities assumed based on their fair values at the date of acquisition. The Company engages third- party appraisal firms to assist in the fair value determination, which management uses to determine the fair value. The Company determines the fair value of purchase price consideration, including contingent consideration, and acquired intangible assets based on valuations received from the appraisal firm that used information and assumptions provided by Management. The Company allocates any excess purchase price over the fair value of the net tangible and intangible assets acquired to goodwill. The results of operations of acquired businesses are included in the Company' s financial statements from the date of acquisition forward. Acquisition- related costs are expensed in periods in which the costs are incurred. ~~Impairment of goodwill~~ Goodwill represents the excess of cost over the fair market value of net tangible and identifiable intangible assets of acquired businesses. Goodwill is not amortized, however it is annually tested for impairment, or more frequently if events or circumstances indicate that the carrying amount of goodwill may be impaired. The Company has historically recorded goodwill in connection with its business combinations. **F- 17** The Company performs its annual goodwill impairment assessment on October 1 of each fiscal year, or more frequently if events or circumstances arise which indicate that goodwill may be impaired. An assessment can be performed by first completing a qualitative assessment of the Company' s single reporting unit. The Company can also bypass the qualitative assessment in any period and proceed directly to the quantitative impairment test ~~,~~ and then resume the qualitative assessment in any subsequent period. Qualitative indicators that may trigger the need for annual or interim quantitative impairment testing include, among other things, deterioration in macroeconomic conditions, declining financial performance, deterioration in the operational environment, or an expectation of selling or disposing of a portion of the reporting unit. Additionally, a significant change in business climate, a loss of a significant customer, increased competition, a sustained decrease in share price, or a decrease in estimated fair value below book value may trigger the need for interim impairment testing of goodwill. If the Company believes that, as a result of its qualitative assessment, it is more likely than not that the fair value of the reporting unit is less than its carrying amount, the quantitative impairment test is required. The quantitative test involves comparing the fair value of the reporting unit with its carrying amount, including goodwill. If the carrying amount of the reporting unit exceeds its fair value, an impairment loss is recorded as a reduction to goodwill with a corresponding charge

to earnings in the period the goodwill is determined to be impaired. The income tax effect associated with an impairment of tax-deductible goodwill is also considered in the measurement of the goodwill impairment. Any goodwill impairment is limited to the total amount of goodwill. ~~F- 20~~ The Company evaluates the fair value of the Company' s reporting unit using the market and income approach. Under the market approach, the Company uses multiples of **earnings before interest, taxes, depreciation and amortization (“** EBITDA **”)** or revenues of the comparable guideline public companies by selecting a population of public companies with similar operations and attributes. Using this guideline public company data, a range of multiples of enterprise value to EBITDA or revenue is calculated. The income approach of computing fair value is based on the present value of the expected future economic benefits generated by the asset or business, such as cash flows or profits which will then be compared to its book value. **During** ~~In the first quarter of 2022, the Company believed there~~ -- **the year ended December 31** ~~were indicators that the carrying amount of its goodwill may be impaired due to a decline in the Company' s stock price and market capitalization. As a result~~ , **2024** ~~the Company performed an assessment of its goodwill for impairment. The Company elected to forego the qualitative test and proceeded to perform a quantitative test. The Company compared the book value of its single reporting unit to the fair value of its public float. The market capitalization was below the fair value of the Company by an amount in excess of its reported value of goodwill. As a result~~ , the Company recorded a charge of $ **28.** 8 ~~. 6~~ million to fully impair its goodwill ~~related to XL Fleet Corp., which is reflected~~ within ~~net loss from discontinued operations in~~ the consolidated statements of operations ~~for the year ended December 31, 2022 (See Note 20. Discontinued Operations)~~ . There was no goodwill impairment charge during the year ended December 31, 2023 **. See Note 12. Goodwill for further information on the Company' s determination relating to impairment of goodwill** . Warranties Customers who purchased the Company' s Drivetrain systems were provided limited- assurance- type warranties for equipment and work performed under the contracts. The warranty period typically extends for three years following transfer of control of the equipment. The warranties solely relate to correction of product defects during the warranty period, which is consistent with similar warranties offered by competitors. Customers of XL Grid were provided limited- assurance- type warranties for a term of one year for installation work performed under its contracts. The Company accrued the estimated cost of product warranties for unclaimed charges based on historical experiences and expected results. Should product failure rates and material usage costs differ from these factors, estimated revisions to the estimated warranty liability will be required. The Company periodically assesses the adequacy of its recorded product warranty liabilities and adjusts the balances as required. Warranty expense is recorded as a component of discontinued operations in the consolidated statements of operations. With the Company' s exit from the Drivetrain business and the subsequent sale of World Energy, the Company will not enter into any additional warranty obligations and expects the existing warranty obligation to ~~substantially run~~ **expire in 2025. F** - **18** ~~off over the subsequent 15- month period.~~ The following is a roll forward of the Company' s accrued warranty liability: As of December 31, (Amounts in thousands) ~~20232022Balance~~ **20242023Balance** at the beginning ~~of the period $ 1, 125 $ 2, 547 Accrual for warranties issued — 116 Transfer of inventory to servicers (498) — Accrual related to World Energy (25) — Changes in estimates for preexisting warranties — (955) Warranty fulfillment charges — (583) Balance at the end~~ of the period $ 602 $ 1, 125 **Transfer of inventory to servicers — (498) Accrual related to World Energy — (25) Warranty fulfillment charges (386) — Balance at the end of the period $ 216 $ 602** The Company' s warranty liability is included in accrued expenses and other current liabilities on the consolidated balance sheets. **Warrant liabilities** ~~F- 21~~ As of December 31, ~~2023~~ **2024** ~~and 2022~~ , the Company had outstanding private warrants, which are related to the December 2020 merger and organization of legacy XL Hybrids Inc. ~~(“ Legacy XL ”)~~ to become XL Fleet ~~Corp~~ . With the merger, the Company assumed private placement warrants to purchase 529, 167 shares of common stock, with an exercise price of $ 92. 00 per share (the “ Private Warrants ”). The Private Warrants do not meet the criteria for equity classification and must be recorded as liabilities. As the Private Warrants met the definition of a derivative, they were measured at fair value at inception and at each reporting date with changes in fair value recognized in the consolidated statements of operations. The Private Warrants were valued using a Black- Scholes model, with significant inputs consisting of risk- free interest rate, remaining term, expected volatility, exercise price, and the Company' s stock price (See Note 11. Fair Value Measurements). The Company amortizes its unfavorable solar renewable energy agreements that have finite lives based on the pattern in which the economic benefit of the liability is relieved. The useful life of the Company' s liabilities generally range between three years and six years. The useful life of these liabilities are assessed and assigned based on the facts and circumstances specific to the agreement. The Company recognizes the amortization of unfavorable solar renewable energy agreements as revenues in the consolidated statements of operations. ~~The Company is unable to anticipate the ultimate outcome of all pending legal proceedings.~~ When it is probable that a loss has occurred and the loss amount can be reasonably estimated, the Company records liabilities for loss contingencies. In certain cases, the Company may be covered by one or more corporate insurance policies, resulting in insurance loss recoveries. When such recoveries are in excess of a loss recognized in the Company' s financial statements, the Company recognizes a gain contingency at the earlier of when the gain has been realized or when it is realizable, however when the Company expects recovery of proceeds up to the amount of the loss recognized, a receivable, which offsets the related loss contingency, is recognized when realization of the claim for recovery is determined to be probable. **F- 19** Fair value measurements The fair value of the Company' s financial assets and liabilities reflects Management' s estimate of amounts that the Company would have received in connection with the sale of the assets or paid in connection with the transfer of the liabilities in an orderly transaction between market participants at the measurement date. For assets and liabilities measured at fair value on a recurring and nonrecurring basis, a three- level hierarchy of measurements based upon observable and unobservable inputs is used to arrive at fair value. Observable inputs are developed based on market data obtained from independent sources, while unobservable inputs reflect the Company' s assumptions about valuation based on the best information available in the circumstances. Depending on the inputs, the Company classifies each fair value measurement as follows: • Level 1: Observable inputs that reflect unadjusted quoted market prices in active markets for identical assets or liabilities that are accessible at the measurement date. • Level 2: Observable inputs other than Level 1 prices, such as quoted

market prices for similar assets or liabilities in active markets, quoted market prices in markets that are not active or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities. • Level 3: Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, the level in the fair value hierarchy must be determined based on the lowest level input that is significant to the fair value measurement. An assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and consideration of factors specific to the asset or liability. ~~F- 22~~ The Company' s financial instruments consist of cash and cash equivalents, restricted cash, accounts receivable, net, accounts payable, accrued expenses and other current liabilities, ~~long~~ **non** - ~~term~~ **recourse** debt, **and** interest rate swaps ~~and warrant liabilities~~. The carrying value of cash and cash equivalents, restricted cash, accounts receivable, accounts payable and accrued expenses and other current liabilities ~~each~~ approximates fair value due to the short- term nature of those instruments. See Note 11. Fair Value Measurements for additional information on assets and liabilities measured at fair value. The Company grants stock- based awards to certain employees, directors and non- employee consultants. Awards issued under the Company' s stock- based compensation plans include stock options and restricted stock units. For transactions in which the Company obtains employee services in exchange for an award of equity instruments, the cost of the services are measured based on the grant date fair value of the award. The Company recognizes the cost over the period during which an employee is required to provide services in exchange for the award, known as the requisite service period (usually the vesting period). Costs related to plans with graded vesting are generally recognized using a straight- line method. Stock Options The Company uses the Black- Scholes option pricing model to determine the fair value of stock- based awards and recognizes the compensation cost on a straight line basis over the requisite service period of the awards for ~~employee~~ **employees** , which is typically the four- year vesting period of the award, and effective contract period specified in the award agreement for non- ~~employee~~ **employees** . The fair value of common stock is determined based on the closing price of the Company' s common stock on the NYSE at each award grant date. **F- 20** The determination of the fair value of stock- based payment awards utilizing the Black- Scholes model is affected by the stock price and a number of assumptions, including expected volatility, expected life, risk- free interest rate and expected dividends. The Company does not have a significant history of trading its common stock as it was not a public company until December 21, 2020, and as such expected volatility was estimated using historical volatilities of comparable public entities. The expected life of the awards is estimated based on a simplified method, which uses the average of the vesting term and the original contractual term of the award. The risk- free interest rate assumption is based on observed interest rates appropriate for the expected life of the awards. The dividend yield assumption is based on history and expectation of paying no dividends. Forfeitures are accounted for as they occur. Restricted Stock Units Restricted stock units generally vest over the requisite service periods (vesting on a straight – line basis). The fair value of a restricted stock unit award is equal to the closing price of the Company' s common stock on the NYSE on the grant date. The Company accounts for the forfeiture of equity awards as they occur. The Company' s revenue is derived from its home solar energy portfolio **and servicing platform** , which primarily generates revenue through the sale to homeowners of power generated by the home solar energy systems ~~and the rental of solar equipment by certain homeowners,~~ pursuant to long- term agreements. Pursuant to ASC 606 defined below, the Company has elected the " right to invoice " practical expedient **for PPA and servicing revenues** , and revenues for the performance obligations related to energy generation and servicing revenue are recognized as services are rendered based upon the underlying contractual arrangements. The following table presents the detail of the Company' s revenues as reflected within the consolidated statements of ~~F- 23~~ operations for the years ended December 31, **2024 and** 2023 ~~and 2022~~ : Years Ended December 31, (Amounts in thousands) ~~20232022PPA~~ **20242023PPA** revenues $ **38, 391 $** 36, 360 ~~$ 8, 756~~ SLA revenues28, **978 28,** 462 ~~11, 270~~ Solar renewable energy credit revenues7, **205 7,** 219 ~~1, 576~~ Government ~~incentives254~~ - **incentives425** ~~245~~ **254** Servicing ~~revenues767~~ - **revenues778** ~~770~~ **767** Intangibles amortization, unfavorable solar renewable energy agreements3, **097 3,** 593 — Other revenue3, **233 3,** 204 ~~577~~ Total $ **82, 107 $** 79, 859 ~~$ 23, 194~~ Customers purchase solar energy from the Company under PPAs or SLAs, both defined above. Revenue is recognized from contracts with customers as performance obligations are satisfied at a transaction price reflecting an amount of consideration based upon an estimated rate of return which is expressed as the solar rate per kilowatt hour or a flat rate per month as defined in the customer contracts. • PPA revenues- Under ASC 606, Revenue from Contracts with Customers (" ASC 606 ") issued by the Financial Accounting Standards Board (" FASB "), PPA revenue is recognized when generated based upon the amount of electricity delivered as determined by remote monitoring equipment at solar rates specified under the PPAs. **F- 21** • SLA revenues- The Company has SLAs, which do not meet the definition of a lease under ASC 842, Leases, and are accounted for as contracts with customers under ASC 606. Revenue is recognized on a straight- line basis over the contract term as the obligation to provide continuous access to the solar energy system is satisfied. The amount of revenue recognized may not equal customer cash payments due to the performance obligation being satisfied ahead of cash receipt or evenly as continuous access to the solar energy system has been provided. The differences between revenue recognition and cash payments received are reflected as deferred rent assets on the consolidated balance sheets **. Certain SLAs contain provisions to provide customers a performance guarantee that each solar energy system will achieve certain specified minimum solar energy production output. If the solar energy system does not produce the guaranteed production amount, the Company is obligated to pay a performance guarantee calculated as the product of (a) the shortfall production amount and (b) guaranteed rate per kWh as defined in the SLA** . The Company enters into contracts with third parties to sell SRECs generated by the solar energy systems for fixed prices. Certain contracts that meet the definition of a derivative may be exempted as normal purchase or normal sales transactions (" NPNS "). NPNS are contracts that provide for the purchase or sale of something other than a financial instrument or derivative instrument that will be delivered in quantities expected to be used or sold over a reasonable period in the normal course of business. Certain SREC contracts meet these requirements and are designated as NPNS contracts. Such SRECs are exempted from the derivative

accounting and reporting requirements, and the Company recognizes revenues in accordance with ASC 606. The Company recognizes revenue for SRECs based on pricing predetermined within the respective contracts at a point in time when the SRECs are transferred. As SRECs can be sold separate from the actual electricity generated by the renewable- based generation source, the Company accounts for the SRECs it generates from its solar energy systems as governmental incentives ~~with no costs incurred to obtain them~~ and ~~do~~ **does** not consider those SRECs output of the underlying solar energy systems. The Company classifies these SRECs as inventory held until sold and delivered to third parties. As the Company did not incur costs to obtain these governmental incentives, the inventory carrying value for the SRECs was $ 0 as of December 31, **2024 and** 2023 ~~and 2022~~. The Company participates in residential solar investment programs, which offer a performance- based incentive (" PBI ") for certain of its solar energy systems that are associated with the programs (" eligible systems "). PBIs are accounted for under ASC 606 and are earned based upon the actual electricity produced by the eligible systems. ~~F- 24~~ The Company earns operating and maintenance revenue from third- party solar fund customers at pre- determined rates for various operating and maintenance and asset management services as specified in Maintenance Service Agreements (" MSAs ") ~~and Operating Service Agreements (" OSAs ")~~. The MSAs ~~and OSAs~~ contain multiple performance obligations, including routine maintenance, nonroutine maintenance, renewable energy certificate management, inventory management, delinquent account collections and customer account management **. Other revenue relates to revenue generating activities that do not fall into the Company' s primary revenue categories discussed above, including uniform commercial code revenues, other fees charged to the Company' s customers pursuant to the Company' s long- term Customer Agreements and servicing contracts, and other miscellaneous revenue and income**. Deferred revenue Deferred revenue consists of amounts for which the criteria for revenue recognition have not yet been met and includes prepayments received for unfulfilled performance obligations that will be recognized on a straight- line basis over the remaining term of the respective customer agreements. Deferred revenue, in the aggregate, as of December 31, **2024 and** 2023 ~~and 2022~~ was $ **4. 0 million and $** 2. 7 million ~~and $ 0. 5 million~~, respectively. During the ~~year~~ **years** ended December 31, **2024 and** 2023, the Company recognized revenues of ~~less than~~ **$ 0. 2 million and** $ 0. 1 million related to deferred revenue as of December 31, **2023 and** 2022 **, respectively**. **F- 22** Cost of revenues ~~primarily~~ **- solar energy systems depreciation** consists of the depreciation expense relating to the solar energy systems ~~,~~**. Cost of revenues- operations and maintenance primarily consists of** costs of third parties used to service the **Company' s** systems and any cost associated with meter swaps. Income taxes The Company accounts for income taxes using the asset and liability method under which deferred tax liabilities and assets are recognized for the expected future tax consequences of temporary differences between financial statement carrying amounts and the tax basis of assets and liabilities and net operating loss and tax credit carryforwards. Deferred income taxes are provided for the temporary differences arising between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes, and net operating loss carry- forwards and credits. Deferred tax assets and liabilities are measured using enacted rates in effect for the year in which the differences are expected to be recovered or settled. The effect of changes in tax rates on deferred tax assets and liabilities is recognized in the consolidated statements of operations in the period in which the enactment rate changes. The ultimate recovery of deferred tax assets is dependent upon the amount and timing of future taxable income and other factors, such as the taxing jurisdiction in which the asset is to be recovered. Deferred tax assets and liabilities are reduced through the establishment of a valuation allowance if, based on available evidence, it is more likely than not that the deferred tax assets will not be realized. Uncertain tax positions taken or expected to be taken in a tax return are accounted for using the more likely than not threshold for financial statement recognition and measurement. The determination as to whether the tax benefit will more likely than not be realized is based upon the technical merits of the tax position as well as consideration of the available facts and circumstances. For the years ended December 31, **2024 and** 2023 ~~and 2022~~, there were no uncertain tax positions taken or expected to be taken in the Company' s tax returns. In the normal course of business, the Company is subject to regular audits by U. S. federal and state and local tax authorities. With few exceptions, the Company is no longer subject to federal, state or local tax examinations by tax authorities in its major jurisdictions for tax years prior to 2020. However, net operating loss carryforwards remain subject to examination to the extent they are carried forward and impact a year that is open to examination by tax authorities. The Company did not recognize any tax related interest or penalties during the periods presented in the accompanying consolidated financial statements, however, would record any such interest and penalties as a component of the provision for income taxes. There has historically been no federal or state provision for income taxes since the Company has historically incurred net operating losses and maintains a full valuation allowance against its net deferred tax assets. For the years ended December 31, **2024 and** 2023 ~~and 2022~~, the Company recognized no provision for income taxes **,** consistent with its losses incurred and the valuation allowance against its deferred tax assets. As a result, the Company' s effective income tax rate was 0 % for the years ended December 31, **2024 and** 2023 ~~and 2022~~. ~~F- 25~~ Net income (loss) per share Basic net income (loss) per share is computed by dividing net income (loss) by the weighted average number of shares of common stock outstanding during the period, without consideration for potentially dilutive securities. Diluted net income (loss) per share is computed by dividing net income (loss) by the weighted- average number of shares of common stock and potentially dilutive securities outstanding during the period determined using the treasury stock and if- converted methods. For purposes of the diluted income (loss) per share calculation, stock options, restricted stock units, restricted stock unit awards and warrants are considered to be potentially dilutive securities. Potentially dilutive securities are excluded from the calculation of diluted income (loss) per share when their effect would be anti- dilutive. **F- 23** Segment reporting is based on the management approach, following the method that management organizes the Company' s reportable segments for which separate financial information is made available to, and evaluated regularly by, the Company' s chief operating decision maker (" CODM ") in allocating resources and in assessing performance. The Company ~~' s CODM~~ is **organized** ~~its Chief Executive Officer (" CEO "). In the fourth quarter of 2022, the Company determined that the Drivetrain~~ and ~~XL Grid~~ **managed as a single** ~~operations~~ **operating and** ~~were discontinued operations, which resulted in the Company having only one~~ reportable segment **, on a consolidated**

basis, which engages in the sole business of providing solar energy and related services to its customers, and as of December 31, 2024 and 2023, the Company had one operating and reportable segment. See Note 22. Segment Information for further information . Related parties A party is considered to be related to the Company if the party directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with the Company. Related parties also include principal owners of the Company, its management, the board of directors, members of the immediate families of principal owners of the Company, its management, the board of directors and other parties with which the Company may deal with if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests. A party which can significantly influence the management or operating policies of the transacting parties or that has an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests is also a related party. **SEC Climate Disclosure Rule In March 2024, the SEC issued final rules requiring public entities to disclose certain climate- related information in their registration statements and annual reports. The rules will be effective for non- accelerated filers and smaller reporting companies commencing with the fiscal year beginning on or after January 1, 2027. In April 2024, the SEC issued an administrative stay of the implementation of these rules, pending judicial review. In February 2025, the SEC issued a request that the U. S. Court of Appeals for the Eighth Circuit not schedule the case for oral argument in order to allow time for the SEC to determine next steps in light of certain changes. The Company is evaluating the impact of the final rules on its consolidated financial statements and related disclosures.** F- ~~26~~ **24** Recent Accounting Pronouncements **Adopted** In ~~December~~ **November** 2023, the FASB issued Accounting Standards Update (" ASU ") **2023- 07, Segment Reporting (Topic 280): Improvement to Reportable Segment Disclosures, (" ASU 2023- 07 "), which requires enhanced disclosures for reportable segments, primarily in relation to significant segment expenses, even in the event an entity has a single reportable segment in accordance with Topic 280. ASU 2023- 07 was effective for the Company for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. The Company adopted this ASU as of December 31, 2024 and has retrospectively applied its requirements to all prior periods based on the significant segment expense categories identified and disclosed in its consolidated financial statements in the period of adoption. See Note 22. Segment Information. Recent Accounting Pronouncements Not Yet Adopted In November 2024, the FASB issued ASU 2024- 03, Income Statement- Reporting Comprehensive Income- Expense Disaggregation Disclosures (Subtopic 220- 40) (" ASU 2024- 03 "), which requires enhanced detailed disclosures about the types of expenses in commonly presented expense line items of entities. Subsequent to issuance of ASU 2024- 03, the FASB issued ASU 2025- 01 of the same topic to clarify the effective date of ASU 2024- 03, stating that all public entities are required to adopt the disclosure requirements in the first annual reporting period beginning after December 15, 2026, and interim reporting periods within annual reporting periods beginning after December 15, 2027. The Company will adopt this ASU as of December 31, 2027 and will prospectively apply its requirements to expense disclosures presented in the notes to the consolidated financial statements in the period of adoption. In December 2023, the FASB issued ASU** 2023- 09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, (" ASU 2023- 09 "), which requires enhancements regarding the transparency and decision usefulness of income tax disclosures. ASU 2023- 09 is effective for ~~the Company on~~ **public business entities for annual periods beginning after** December ~~31~~ **15** , ~~2025~~ **2024** . The Company will adopt this ASU as of December 31, 2025 and will prospectively apply its requirements to income tax disclosures presented in the notes to the consolidated financial statements in the period of adoption. ~~In November 2023, the FASB issued ASU 2023- 07, Segment Reporting (Topic 280): Improvement to Reportable Segment Disclosures, (" ASU 2023- 07 "), which requires enhanced disclosures for reportable segments, primarily in relation to significant segment expenses, even in the event an entity has a single reportable segment in accordance with Topic 280. ASU 2023- 07 is effective for the Company on December 31, 2024. The Company will adopt this ASU as of December 31, 2024 and will retrospectively apply its requirements to all prior periods based on the significant segment expense categories identified and disclosed in its consolidated financial statements in the period of adoption. In October 2021, the FASB issued ASU 2021- 08, Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers, (" ASU 2021- 08 "), which requires contract assets and contract liabilities acquired in a business combination to be recognized in accordance with ASC 606. ASU 2021- 08 is effective for the Company beginning January 1, 2023. The Company adopted this ASU effective January 1, 2023 and has prospectively accounted for its customer contracts acquired in business combinations in accordance with ASC 606. In June 2016, the FASB issued ASU 2016- 13, Financial Instruments — Credit Losses (Topic 326): Measurement of Credit Losses of Financial Instruments, (" ASU 2016- 13 " or " CECL ") which, together with subsequent amendments, amended the requirement on the measurement and recognition of expected credit losses for financial assets held, replaced the incurred loss model for financial assets measured at amortized cost, and required entities to measure all expected credit losses for financial assets held at the reporting date based on historical experience, current conditions, and reasonable and supportable forecasts. ASU 2016- 13 is effective for the Company beginning January 1, 2023. The Company adopted this ASU effective January 1, 2023 using the modified retrospective approach for its trade accounts receivable, which resulted in a cumulative- effect adjustment to stockholders' equity of approximately $ 1. 3 million as of that date. Results for reporting periods prior to January 1, 2023 continue to be presented in accordance with previously applicable GAAP, while results for subsequent reporting periods are presented under ASC 326. The following table presents the impact of the adoption of ASU 2016- 13 on the consolidated balance sheets as of January 1, 2023: (Amounts in thousands) Accounts Receivable, NetBalance at the beginning of the period (pre- ASC 326 adoption) $ 8, 336 Impact of ASC 326 adoption1, 285 Balance at the beginning of the period (post- ASC 326 adoption) $ 9, 621** On September 9, 2022 (the " Acquisition Date "), the Company acquired Legacy Spruce Power for $ 32. 6 million, which consisted of cash payments of $ 61. 8 million less cash and restricted cash acquired of $ 29. 2 million.

Management evaluated which entity should be considered the accounting acquirer in the transaction by giving consideration to the form of consideration transferred, the composition of the equity holders, the composition of voting rights of the Board of Directors, continuity of management structure, and size of the respective organizations. Based on the evaluation of the applicable factors, Management noted that all factors, with the exception of the relative size of organization, were indicators that the Company was the acquiring entity resulting in Management' s conclusion that for accounting purposes, the Company acquired Legacy Spruce Power. ~~F- 27~~ The acquisition was accounted for as a business combination. The Company allocated the Legacy Spruce Power purchase price to tangible and identifiable intangible assets acquired and liabilities assumed based on their estimated fair values as of the Acquisition Date. The excess of the purchase price over those fair values was recorded as goodwill. The Company' s evaluations of the facts and circumstances available as of the Acquisition Date, to assign fair values to assets acquired and liabilities **assumed** , remained ongoing subsequent to the Acquisition Date. As the Company completed further analysis of assets including solar systems, intangible assets, as well as noncontrolling interests and debt, additional information on the assets acquired and liabilities assumed became available. Changes in information related to the value of net assets acquired changed the amount of the purchase price initially assigned to goodwill, and as a result, the fair values set forth below were subject to adjustments as additional information was obtained and valuations completed. These provisional adjustments were recognized during the reporting period in which the adjustments were determined. The Company ~~has~~ finalized its purchase price allocation as of September 8, 2023. **F- 25** Accounting for business combinations requires management to make significant estimates and assumptions, especially at the Acquisition Date, including the Company' s estimates of the fair value of solar systems, production based incentives, solar renewable energy agreements, non- controlling interest, trade name and debt, where applicable. The Company believes the assumptions and estimates are based on information obtained from the management of the acquired companies and are inherently uncertain. Critical estimates in valuing solar systems under the income approach include future expected cash flows and discount rate. Unanticipated events and circumstances may occur that may affect the accuracy or validity of such assumptions, estimates or actual results. The following table summarizes the purchase price allocation of the fair value of assets acquired and liabilities assumed in the acquisition of Legacy Spruce Power, as adjusted, during the measurement period: (Amounts in thousands) Initial Purchase Price AllocationMeasurement Period AdjustmentsUpdated Purchase Price AllocationTotal purchase consideration: Cash, net of cash acquired, and restricted cash $ 32, 585 $ — $ 32, 585 Allocation of consideration to assets acquired and liabilities assumed: Accounts receivable, net10, 995 — 10, 995 Prepaid expenses and other current assets6, 768 (2, 405) 4, 363 Solar energy systems406, 298 89, 268 495, 566 Other property and equipment337 — 337 Intangible assets — 11, 980 11, 980 Interest rate swap assets26, 698 — 26, 698 Right- of- use asset3, 279 (328) 2, 951 Other assets358 (102) 256 Goodwill158, 636 (129, 879) 28, 757 Accounts payable (2, 620) (22) (2, 642) Unfavorable solar renewable energy agreements — (10, 500) (10, 500) Accrued expenses (13, 061) (241) (13, 302) Lease liability (3, 382) 42 (3, 340) Long- term debt (510, 002) 2, 772 (507, 230) Other liabilities (335) 292 (43) Redeemable noncontrolling interests and noncontrolling interests (51, 384) 39, 123 (12, 261) Total assets acquired and liabilities assumed $ 32, 585 $ — $ 32, 585 ~~F- 28~~ As reflected in the preceding table, as a result of third party valuation reports received in the first quarter of 2023, the Company adjusted solar energy systems and intangible assets with corresponding changes to goodwill. In the first quarter of 2023, due to a change in the provisional amounts assigned to intangible assets and solar energy systems, the Company recognized $ 0. 4 million of revenue, $ 1. 9 million of depreciation expense and $ 0. 4 million of trade name amortization, of which $ 0. 5 million of revenue, $ 0. 9 million of depreciation expense and $ 0. 3 million of trade name amortization related to the previous year. During the first quarter of 2023, the Company adjusted the fair value of its noncontrolling interest and its redeemable noncontrolling interest in the Company' s financials, which resulted in related downward revision of $ 5. 5 million and upward revision of $ 0. 2 million, respectively. Additional paid in capital was also downward revised by $ 1. 8 million, which included the fair value adjustment associated with the purchase of 100 % of the membership interests in Ampere Solar Owner IV, LLC, ORE F5A HoldCo, LLC, ORE F6 HoldCo, LLC, RPV Fund 11 LLC and RPV Fund 13 LLC, Sunserve Residential Solar I, LLC' s and Level Solar Fund III, LLC in 2022. **F- 26** The gross intangibles acquired are amortized over their respective estimated useful lives as follows: (Amounts in thousands) Asset LiabilityEstimated Life (in years) Solar renewable energy agreements $ 340 $ 10, 500 3 to 6Performance based incentives agreements3, 240 — 13Trade name8, 400 — 30Total intangibles acquired $ 11, 980 $ 10, 500 The weighted- average useful life of the intangibles identified above is approximately 16 years, which approximates the period over which the Company expects to gain the estimated economic benefits. Goodwill represents the excess of the purchase consideration over the estimated fair value of the net assets acquired. Goodwill is primarily attributable to the Company' s ability to leverage and use its existing capital and access to capital markets along with Legacy Spruce Power' s established operations and M & A capabilities to grow the Spruce Power business. ~~Supplemental disclosure of pro~~ **See Note 12. Goodwill** ~~forma~~ -- **for further** information ~~The following unaudited pro forma financial information represents the combined results of the operations of the Company, including Legacy Spruce Power, as if the acquisition of Legacy Spruce Power~~ on ~~the Acquisition Date had occurred as of January 1, 2021. The results of operations related to~~ the Company' s **determination relating** ~~Drivetrain and XL Grid businesses, which were determined~~ to ~~be discontinued operations in the fourth quarter of 2022, are presented as net loss from discontinued operations. The unaudited pro forma revenues and pro forma net income (loss) reflect the continuing operational results of~~ the Company' s **impairment** ~~corporate functions and the results~~ of **goodwill** ~~operations for Legacy Spruce Power~~ . ~~The unaudited pro forma financial information is not necessarily indicative of what the consolidated results of operations actually would have been had the respective acquisitions been completed on January 1, 2021. In addition, the unaudited pro forma financial information does not purport to project the future results of operations of the combined Company. F- 29 The following table presents the Company' s pro forma combined results of operations for the year ended December 31, 2022: Year Ended December 31, (Amounts in thousands, except per share data) 2022Revenues $ 79, 253 Net loss from continuing operations $ (28, 870) Net loss from discontinued operations (40, 112) Net loss $ (68, 982) Per share amounts: Net loss from~~

~~continuing operations- basic and diluted $ (1. 62) Net loss from discontinued operations- basic and diluted $ (2. 25)~~ Note 4. Acquisitions SEMTH Master Lease Agreement In furtherance of its growth strategy, on March 23, 2023, the Company completed the acquisition of all the issued and outstanding interests in SEMTH from certain funds, pursuant to a membership interest purchase and sale agreement dated March 23, 2023 (the " SEMTH Acquisition "). The SEMTH related asset includes 20- year use rights to customer payment streams of approximately 22, 500 home SLAs and PPAs (the " SEMTH Master Lease "). The Company acquired SEMTH for approximately $ 23. 0 million of cash, net of cash received, and assumed $ 125. 0 million of outstanding senior indebtedness (See Note 8. Non- Recourse Debt) and interest rate swaps with Deutsche Bank AG, New York Bank (See Note 9. Interest Rate Swaps) held by SEMTH and its subsidiaries at the close of the acquisition. The Company concluded that SEMTH does not meet the definition of a business or **VIE** ~~variable interest entity~~. The purchase of SEMTH' s future revenue has been accounted for as an acquisition of financial assets. Under the acquisition method, the purchase price was allocated to the assets acquired and liabilities assumed based on their relative fair value. All fair value measurements of assets acquired and liabilities assumed were based on significant estimates and assumptions, including Level 3 (unobservable) inputs, which require judgment. Estimates and assumptions include the projected timing and amount of future cash flows, discount rates reflecting risk inherent in future cash flows and future utility prices. For the purposes of establishing the fair value of the Company' s investment in the SEMTH Master Lease, its analysis considered cash flows beginning in March 2023 (the effective date of the transaction). The Company estimated the fair value of its investment in the SEMTH Master Lease to be approximately $ 146. 9 million on the transaction date. On August 18, 2023, the Company acquired approximately 2, 400 home solar assets and contracts from a publicly traded, regulated utility company for $ 20. 9 million (the " Tredegar Acquisition "). The home solar assets acquired have an average remaining contract life of approximately 11 years. The Tredegar Acquisition was funded by term loans from the concurrent amendment of the Company' s existing debt facility as of the acquisition date (See Note 8. Non- Recourse Debt). **F- 27** The Tredegar Acquisition has been accounted for as an acquisition of assets, wherein the total consideration paid was allocated to the assets acquired and liabilities assumed based on their relative fair value. The Company' s determination of the fair value of assets acquired and liabilities assumed was based on an independent third- party valuation, which involved significant estimates and assumptions, including Level 3 (unobservable) inputs, using the income method approach to value long- lived assets. The Company engages third- party appraisal firms to assist in the fair value determination, however management is responsible for, and ultimately determines the fair value. The Company estimated the fair value of the Tredegar Acquisition to be approximately $ 21. 2 million, inclusive of transaction costs of $ 0. 3 million, of which $ 19. 6 million was allocated to the solar energy systems. **On November 22, 2024, the Company acquired approximately 9, 800 solar energy systems from the subsidiary of a publicly traded, regulated utility company for $ 132. 5 million (the " NJR Acquisition ") pursuant to an asset purchase agreement (the " APA "). The solar energy systems acquired have an average remaining contract life of approximately 11 years. The NJR Acquisition was funded in part by the proceeds from the concurrent issuance of the SP5 Facility, as defined below (See Note 8. Non- Recourse Debt) and $ 22. 7 million of the Company' s cash balances. Under the APA, the Company may be obligated to acquire approximately 200 additional solar energy systems, subject to those systems having achieved operational milestones. Assuming those milestones are achieved, the aggregate purchase consideration payable with respect to these additional solar energy systems would be approximately $ 5. 0 million pursuant to the APA, subject to adjustment thereof. Subsequently in 2025, the Company has acquired 83 of these additional solar energy systems, in the aggregate, for approximately $ 1. 5 million in cash. The Company is unable to anticipate the ultimate outcome of these additional solar energy systems that it may be obligated to acquire. The NJR Acquisition has been accounted for as an acquisition of assets, wherein the total consideration paid was allocated to the assets acquired and liabilities assumed based on their relative fair value. The Company' s determination of the fair value of assets acquired and liabilities assumed was based on an independent third- party valuation, which involved significant estimates and assumptions, including Level 3 (unobservable) inputs, using the income method approach to value long- lived assets. The Company engages third- party appraisal firms to assist in the fair value determination, however management is responsible for, and ultimately determines the fair value. The Company estimated the fair value of the NJR Acquisition to be approximately $ 132. 5 million, inclusive of transaction costs of $ 0. 3 million, all of which was allocated to the solar energy systems.** F- ~~30Spruce~~ **28Spruce** Power Holding CorporationNotes to Consolidated Financial Statements Note 5. Property and Equipment, Net Property and equipment **, net** consisted of the following as of December 31, **2024 and** 2023 ~~and 2022~~: As of December 31, (Amounts in thousands) ~~20232022Solar~~ **20242023Solar** energy systems $ **641, 245 $** 513, 526 ~~$ 401, 754~~ Less: Accumulated depreciation (**52, 817) (** 29, 594 ~~) (5, 928~~) Solar energy systems, net $ **588, 428 $** 483, 932 ~~$ 395, 826~~ Equipment $ **— $** 157 ~~$ 48~~ Furniture and ~~fixtures461~~ **fixtures551** ~~294~~ **461** Computers and related ~~equipment218~~ **equipment324** ~~222~~ **218** ~~Software8 -~~ **Software** ~~6~~ **— 8** Leasehold ~~improvements59~~ **improvements30** ~~65~~ **59** Gross other property and ~~equipment903~~ **equipment905** ~~635~~ **903** Less: Accumulated depreciation (**319) (** 429 ~~) (293~~) Other property and equipment, net $ **586 $** 474 ~~$ 342~~ Property and equipment, net $ **589, 014 $** 484, 406 ~~$ 396, 168~~ Depreciation expense related to solar energy systems is included within cost of revenues ~~in~~ **- solar energy systems depreciation within** the consolidated statements of operations, and for the years ended December 31, **2024 and** 2023 ~~and 2022~~ was $ 23. **4 million and $ 23.** 8 ~~million and $ 6. 5~~ million, respectively. Depreciation expense related to other property and equipment is included within selling, general and administrative expenses ~~in~~ **within** the consolidated statements of operations, and for the years ended December 31, **2024 and** 2023 ~~and 2022~~ was $ 0. ~~4~~ **2** million and $ 0. ~~8~~ **4** million, respectively. Note 6. Intangible Assets, Net The following table presents the detail of intangible assets, net as recorded in the consolidated balance sheets as of December 31, **2024 and** 2023: As of December 31, (Amounts in thousands) ~~2023Intangible~~ **20242023Intangible** assets: Solar renewable energy agreements $ 340 **$ 340** Performance based incentives agreements3, 240 **3, 240** Trade name8 **, 400 8** , 400 Gross intangible assets11 **, 980 11** , 980 Less: Accumulated amortization (**3, 023) (** 1, 784) Intangible assets, net $ **8, 957 $** 10, 196 **Amortization of intangible assets for the year ended December 31,**

2024 was $ 1. 2 million, of which $ 0. 5 million and $ 0. 7 million were recorded within revenues and selling, general and administrative expenses, respectively. Amortization of intangible assets for the year ended December 31, 2023 was $ 1. 8 million, of which $ 0. 8 million and $ 1. 0 million were recorded within revenues and selling, general and administrative expenses, respectively. **F- 29** As of December 31, ~~2023~~ **2024** , expected amortization of intangible assets for each of the five succeeding fiscal years and thereafter is as follows: ~~F- 31~~ As of December 31, (Amounts in thousands) ~~20232024~~ **20242025** $ 1, **126** ~~483 20251, 039~~ 20261, ~~091 2027950 2028853~~ **122 2027978 2028878 2029805** Thereafter4, ~~780~~ **048** Total $ ~~10~~ **8** , ~~196~~ **957** Note 7. Accrued Expenses and Other Current Liabilities Accrued expenses and other current liabilities consisted of the following as of December 31, **2024 and** 2023 ~~and 2022~~ : As of December 31, (Amounts in thousands) ~~20232022Accrued~~ **20242023Accrued** interest $ 8, **454 $ 8,** 587 ~~$ 6, 586~~ Professional fees2, **998 2,** 386 ~~1, 749~~ Accrued contingencies (See Note ~~15~~ **16** Commitments and Contingencies) **6, 859** 21 ~~, 300 2~~ , 300 Accrued compensation and related ~~benefits3~~ **benefits4 , 408 3** , 237 ~~6, 526~~ Accrued expenses, ~~other4~~ **other2** , ~~372 3~~ **378 2** , ~~696~~ **293** Accrued taxes, stock- based ~~compensation752~~ **compensation1 — , 138 752** Accrued **operating and maintenance1** ~~settlements — 451 Deferred purchase price consideration~~ , ~~World Energy — 201~~ **890 2, 079** Accrued expenses and other current liabilities $ **28, 125 $** 40, 634 ~~$ 21, 509~~ F- ~~32~~ **30** The following table provides a summary of the Company' s **non- recourse** debt as of December 31, **2024 and** 2023 ~~and 2022~~ : As of December 31, (Amounts in thousands) ~~Due20232022SVB~~ **Due20242023SVB** Credit Agreement, SP1 Facility (1) April 2026 $ **196, 240 $** 214, 803 ~~$ 232, 786~~ Second SVB Credit Agreement, SP2 Facility (1) May ~~202785~~ **202778 , 018 85** , 231 ~~70, 314~~ KeyBank Credit Agreement, SP3 Facility (1) November ~~202758~~ **202753 , 830 58** , 962 ~~64, 181~~ Second KeyBank Credit Agreement (1) April 2030162, **691 162,** 725 ~~165, 887~~ Deutsche Bank Credit Agreement, SP4 ~~Facility August 2025125~~ **FacilityAugust 2025 — 125** , 000 **Barings GPSF Credit Agreement, SET FacilityApril 2042130, 000 — Banco Santander Credit Agreement, SP5 FacilityNovember 2027109, 842** — Less: Unamortized fair value adjustment (1) (**21, 948) (** 27, 600 ~~) (33, 413~~) Less: Unamortized deferred financing costs (**3, 342) (** 341) — Total ~~debt618~~ **non- recourse debt705, 331 618** , 780 ~~499, 755~~ Less: Non- recourse debt, current (**28, 310) (** 27, 914 ~~) (25, 314~~) Non- recourse debt, non- current $ **677, 021 $** 590, 866 ~~$ 474, 441~~ (1) In connection with the acquisition of Legacy Spruce Power effective September 9, 2022, the Company assumed long- term debt instruments valued at approximately $ 507. 2 million as of that date. In connection with accounting for the business combination, the Company adjusted the carrying value of this long- term debt to its fair value as of the Acquisition Date. This fair value adjustment resulted in a reduction of the carrying value of the debt by $ 35. 2 million. This adjustment to fair value is being amortized to interest expense over the life of the related debt instruments using the effective interest method. Amortization expense for the fair value adjustment **and deferred financing costs** for the years ended December 31, **2024 and** 2023 ~~and 2022~~ was $ **6. 0 million and $** 5. 9 ~~million and $ 1. 8~~ million, respectively. The SVB Credit Agreement (the " SP 1 Facility "), executed with Silicon Valley Bank (" SVB "), a division of First- Citizens Bank & Trust Company, includes a debt service reserve letter of credit (the " SP 1 LC ") with related amounts outstanding of $ **15. 6 million and $** 6. 1 million as of December 31, **2024 and** 2023 **, respectively** . Amounts outstanding under the SP 1 LC bear interest of 2. ~~25~~ **38** % per annum and unused amounts bear interest at 0. 50 % per annum. The term loans under the SP 1 Facility require quarterly principal payments, paid a month in arrears, with the remaining balance due in a single payment in April 2026 and bear interest at the Secured Overnight Financing Rate (the " SOFR ") plus the applicable margin. The applicable margin is 2. 25 % per annum for the first three years, 2. 375 % per annum from the third anniversary through the sixth anniversary and 2. 5 % per annum starting on the sixth anniversary. The effective interest rate on the SP 1 Facility **was 7. 16 % and 7. 96 %** as of December 31, **2024 and** 2023 **, respectively** ~~was 7. 96 %~~ . The obligations of the Company under the SP 1 Facility are secured by substantially all of the assets and equity interest in **certain of** the Company **' s subsidiaries** . The SP 1 Facility requires the Company to be in compliance with various covenants, including debt service coverage ratios and as of December 31, ~~2023~~ **2024** , the Company was in compliance with the required covenants under the SP 1 Facility. The Second SVB Credit Agreement (the " SP 2 Facility ") includes a debt service reserve letter of credit (the " SP 2 LC "). Amounts outstanding under the SP 2 LC bear interest of 2. 30 % per annum and unused amounts bear interest at 0. 50 % per annum. The term loans under the SP 2 Facility require quarterly principal payments, mature in April 2027 and bear interest at the SOFR plus the applicable margin. The applicable margin is 2. 30 % per annum for the first three years, 2. 425 % per annum from the third anniversary through the sixth anniversary and 2. 55 % per annum starting on the sixth anniversary. F- ~~33~~ **31** On August 18, 2023, the Company entered into a second amendment to the SP2 Facility with SVB, which provided the Company (i) incremental term loans with a principal amount of approximately $ 21. 4 million, of which proceeds were primarily used to fund the Tredegar Acquisition (See Note 4. Acquisition) and (ii) incremental letters of credit in the aggregate amount of approximately $ 2. 7 million (collectively, the " SP2 Facility Amendment "). Excluding the aforementioned amounts, all other terms of the original SP2 Facility remain unchanged. The SP2 Facility Amendment was treated as a debt modification under ASC 470- 50, Debt — Modifications and Extinguishments. The Company also incurred ~~related~~ $ 0. 4 million of deferred financing costs, which is being amortized to interest expense over the term of the loan. Related unamortized deferred financing costs were $ 0. ~~3~~ **9** million as of December 31, ~~2023~~ **2024** . Amounts outstanding under the SP 2 LC, as amended, were $ **6. 0 million and $** 7. 0 million as of December 31, **2024 and** 2023 **, respectively** . The effective interest rate on the SP 2 Facility **was 7. 25 % and 8. 04 %** as of December 31, **2024 and** 2023 **, respectively** ~~was 8. 04 %~~ . The obligations of the Company under the SP 2 Facility are secured by substantially all of the assets and equity interest in ~~one~~ **certain** of the Company' s subsidiaries. The SP 2 Facility requires the Company to be in compliance with various covenants, including debt service coverage ratios, and as of December 31, ~~2023~~ **2024** , the Company was in compliance with the required covenants under the SP 2 Facility. Key Bank Credit Agreement The Key Bank Credit Agreement (the " SP 3 Facility "), executed with KeyBank National Association, includes a debt service reserve letter of credit (the " SP 3 LC ") with related amounts outstanding of $ 4. 1 million **and $ 4. 1 million** as of December 31, **2024 and** 2023 **, respectively** . Amounts outstanding under the SP 3 LC bear interest of 3. 00 % per annum. The term loans under the SP 3 Facility require quarterly principal payments, mature in November 2027 and bear interest at the SOFR plus the applicable margin. The

applicable margin is 3. 00 % per annum for the first three years, 3. 125 % per annum from the third anniversary through the fifth anniversary and 3. 25 % per annum starting on the fifth anniversary. The effective interest rate on the SP 3 Facility **was 7. 86 % and 8. 66 %** as of December 31, **2024 and** 2023 **, respectively** ~~was 8. 66 %~~. The obligations of the Company under the SP 3 Facility are secured by substantially all of the assets and equity interest in ~~one~~ **certain** of the Company' s subsidiaries. The SP 3 Facility requires the Company to be in compliance with various covenants, including debt service coverage ratios, and as of December 31, ~~2023~~ **2024** , the Company was in compliance with those required covenants under the SP 3 Facility. Second Key Bank Credit Agreement The Second Key Bank Credit Agreement, executed with Key Bank National Association as the administrative agent and certain third parties as the lenders, includes term loans which require quarterly ~~principal~~ **interest** payments, mature in April 2030 and bear interest at 8. 25 % per annum. The effective interest rate on term loans under the Second Key Bank Agreement **was 8. 25 %** as of December 31, **2024 and** 2023 **, respectively** ~~was 8. 25 %~~. The obligations of the Company under the Second Key Bank Agreement are secured by substantially all of the assets and equity interest in certain of the Company' s subsidiaries. The Second Key Bank Credit Agreement requires the Company to be in compliance with various covenants, including debt service coverage ratios, and as of December 31, ~~2023~~ **2024** , the Company was in compliance with those required covenants under the Second Key Bank Credit Agreement. **F- 32** As part of the acquisition of SEMTH (See Note 4. Acquisition) in March 2023, the Company assumed debt with Deutsche Bank AG, New York Bank (" Deutsche Bank "). Prior to the SEMTH Acquisition, SET Borrower 2022, LLC (" SET Borrower "), a wholly owned subsidiary of SEMTH, entered into a credit agreement effective June 10, 2022 (the " Closing Date ") with Deutsche Bank as the facility agent, which consisted of a term loan of $ 125. 0 million (the " SP4 Facility ") and is collateralized by all of the assets and property of SET Borrower. The term loan bears interest at the SOFR rate, plus the applicable margin. For the period from the Closing Date through the first twelve months, the applicable margin is 2. 25 % per annum, 2. 50 % for the following six months, and 2. 75 % for the next six months, and 3. 00 % through the maturity date. The ~~effective interest rate on the SP4 Facility as of December 31, 2023 was 7. 09 %. The~~ term loan ~~requires~~ **required** quarterly payments, which began on August 17, 2022 **,** and ~~should~~ **if** the outstanding loan balance ~~exceed~~ **exceeded** the borrowing base on ~~such~~ **a** calculation date, the remaining balance would become due in a single payment in August 2025. ~~The~~ **On June 26, 2024, the Company fully repaid the outstanding balance on the** SP4 Facility **of $ 125. 0 million using proceeds from the SET Facility, as defined below. The repayment of the SP4 Facility was treated as a debt extinguishment under ASC 470- 50, Debt — Modifications and Extinguishments. In connection with the repayment of the SP4 Facility, the Company settled the related interest rate swap contracts (see Note 9. Interest Rate Swaps for further discussion). On June 26, 2024, Spruce SET Borrower 2024, LLC (the " SET Borrower "), a wholly owned subsidiary of the Company, entered into a non- recourse Credit Agreement with Barings GPSF LLC, which provided a fixed interest term loan in the aggregate principal amount of $ 130. 0 million (the " SET Facility "). The proceeds of the SET Facility were primarily used to repay the SP4 Facility discussed above. The SET Borrower incurred approximately $ 2. 1 million of deferred financing costs related to the SET Facility, which are being amortized on a straight- line basis over the anticipated debt servicing period. The SET Facility matures on April 17, 2042 and** requires **quarterly interest payments at 6. 89 % per annum beginning August 2024. The effective interest rate on** the ~~Company~~ **SET Facility as of December 31, 2024 was 6. 89 %. Effective December 26, 2027, the SET Facility requires additional interest to be accrued on any outstanding aggregate principal or unpaid accrued interest. The SET Facility is collateralized by all of the assets and property of the SET Borrower. The SET Facility requires the SET Borrower** to be in compliance with various ~~affirmative and negative~~ covenants **,** and **the SET Borrower was in compliance with the required covenants under the SET Facility** as of December 31, ~~2023~~ **2024 . On November 22** , **2024, Spruce Power 5 Borrower 2024, LLC (the " SP5 Borrower "), a wholly owned subsidiary of** the Company **, entered into a non- recourse credit agreement with Banco Santander, S. A., New York, which provided for a 3- year term loan facility in the aggregate principal amount of approximately $ 109. 8 million (the " SP5 Facility "), of which proceeds were used to fund the NJR Acquisition. The SP5 Facility matures on November 22, 2027 and requires quarterly interest payments with the remaining balance due in a single payment on November 22, 2027. Borrowings under the SP5 Facility bear interest at a variable rate equal to the SOFR as administered by the Federal Reserve Bank of New York plus a margin of 2. 15 % from the original closing date through the end of the 24th month after the original closing date, and 2. 75 % from the beginning of the 25th month after the original closing date until the date all principal and accrued and unpaid interest has been paid in full. The effective interest rate on the SP5 Facility as of December 31, 2024** was **6. 48 %. The SP5 Facility is collateralized by all of the assets and property of the SP5 Borrower. The SP5 Facility requires the SP5 Borrower to be** in compliance with **various covenants, and** the **SP5 Borrower was in compliance with the required** covenants under the ~~SP~~ **SP5** ~~4~~ Facility **as of December 31, 2024** . F- ~~34~~ **33** As of December 31, ~~2023~~ **2024** , the principal maturities of the Company' s debt were as follows: As of December 31, (Amounts in thousands) ~~20232024~~ **20242025** $ ~~27~~ **28** , **310** ~~915 2025153, 566 2026191~~ **2026189** , ~~982 2027110~~ **989 2027219** , ~~533~~ **631** 2028 — **2029 —** ~~Thereafter162~~ -- **Thereafter292** , ~~725~~ **691** Total $ ~~646~~ **730** , ~~721~~ **621 F- 34 The purpose of the Company' s swap agreements is to convert the floating interest rate on its credit agreements (discussed above) to a fixed rate.** In connection with the acquisition of Legacy Spruce Power, the Company assumed interest rate swaps from agreements Legacy Spruce Power executed with four financial institutions. ~~The purpose~~ **As part** of the **SEMTH Acquisition in 2023,** ~~swap agreements is to convert the floating interest rate on~~ the Company **assumed** ~~' s debt obligation under its credit agreements to a fixed rate. As of December 31, 2023 and 2022, the notional amount of the~~ interest rate swaps ~~covers~~ **related to the SP4 Facility, which were settled concurrently with the full repayment of the SP4 Facility in June 2024 and resulted in a gain of** approximately **$ 3. 6 million within interest expense, net during the year ended December 31, 2024. The Company also completed the early settlement of certain interest rate swaps, which resulted in a gain of approximately $ 1. 6 million within interest expense, net during the year ended December 31, 2024. As of December 31, 2024 and 2023, the notional amount of the interest rate swaps covered**

approximately 91 % and 95 ~~% and 97 %~~ of the balance of the Company' s floating rate term loans, respectively. As of December 31, ~~2023~~ **2024** , the following interest rate swaps are outstanding (in thousands): # Notional AmountFixed RateEffective ~~DateEarly Termination~~ DateMaturity DateTotal Fair Value Asset (Liability) 1 $ ~~12~~ **11** , ~~459~~ **339** 0. 78 % ~~4~~ **10** / ~~30~~ **31** / ~~20204 / 30 / 20261~~ **20221** / 31 / 2031 $ 1, ~~231 212~~ **094 211** , ~~459~~ **339** 0. 75 % ~~4~~ **10** / ~~30~~ **31** / ~~20204 / 30 / 20261~~ **20221** / 31 / 20311, ~~243 312~~ **107 311** , ~~459~~ **339** 0. 73 % ~~4~~ **10** / ~~30~~ **31** / ~~20204 / 30 / 20261~~ **20221** / 31 / 20311, ~~273~~ **116** 44, ~~406~~ **092** 1. 57 % 10 / 31 / ~~20194 / 30 / 20261~~ **20221** / 31 / ~~2031332~~ **2031316** 57, ~~711~~ **161** 1. 62 % 10 / 31 / ~~20194 / 30 / 20261~~ **20221** / 31 / ~~2031564~~ **2031543** 67, ~~711~~ **161** 1. 56 % 10 / 31 / ~~20194 / 30 / 20261~~ **20221** / 31 / ~~2031587~~ **2031557** 77, ~~711~~ **161** 1. 59 % 10 / 31 / ~~20194 / 30 / 20261~~ **20221** / 31 / ~~2031572 841~~ **2031550 835** , ~~464~~ **514** 2. 39 % ~~7~~ **10** / 31 / **20241** ~~20194 / 30 / 202610~~ / 31 / 20311, ~~914 941~~ **827 935** , ~~464~~ **514** 2. 33 % ~~7~~ **10** / 31 / **20241** ~~20194 / 30 / 202610 / 31 / 20312, 029 1023, 693 2. 34 % 7 / 31 / 20194 / 30 / 202610~~ / 31 / 20311, ~~144 1141~~ **894 1020** , ~~464~~ **294** 2. ~~36~~ **34** % ~~7~~ **10** / 31 / **20241** ~~20194 / 30 / 202610~~ / 31 / 20311, ~~962 1228~~ **073 1135** , ~~837 0~~ **514 2** . ~~69~~ **36** % ~~01~~ **10** / 31 / ~~202311~~ **20241** / ~~13~~ **31** / ~~202710~~ **20311, 864 1225, 569 0. 69 % 10 / 31 / 202407** / 31 / 20323, ~~646~~ **343** ~~1328~~ **1325** , ~~837~~ **569** 0. 73 % ~~01~~ **10** / 31 / ~~202311~~ **202407** / **31** ~~13 / 202710 / 29~~ / 20323, ~~601~~ **296** ~~1417~~ **1416** , ~~647~~ **414** 2. 83 % 07 / 12 / ~~20225 / 14 / 202704~~ **202204** / 30 / ~~2032554~~ **2032777** ~~1544~~ **1540** , ~~418~~ **487** 0. 40 % 07 / 12 / ~~20225 / 14 / 202710~~ **202210** / 31 / 20315, ~~557~~ **172** 16 (1) ~~110, 151 3. 27 % 06 / 14 / 20228 / 18 / 202511 /~~ 17 ~~/ 20331~~ , **631** ~~288 17 (1) 18, 998~~ 4. 24 % 08 / 18 / ~~2023~~ **202301** ~~— 01~~ / 31 / 2032 (~~457~~ **188) 17 (2) 87, 874 3. 98 % 11 / 22 / 202405 / 17 / 2033 (54**) $ ~~461~~ **399** , ~~889~~ **972** $ **24,** ~~27~~ **287** ~~, 040 F- 35~~ (1) The ~~amounts~~ **amount** ~~reflect~~ **reflects** ~~, respectively,~~ the ~~Deutsche Bank swap assumed by the Company as part of the SEMTH Acquisition and an additional~~ swap related to the SP2 Facility Amendment transacted concurrently with the Tredegar Acquisition to hedge the floating rate of the incremental term ~~loans~~ **loan** (See Note 8. Non- Recourse Debt). **(2) The amount reflects the swap related to the SP5 Facility transacted concurrently with the NJR Acquisition to hedge the floating rate of the term loan (See Note 8. Non- Recourse Debt).** During the year ended December 31, ~~2023~~ **2024** , the aggregate **impact** ~~change in the fair value~~ of the **Company' s** interest rate swaps **in the consolidated statements of operation** was $ ~~8~~ **15** . ~~9~~ **2** million, of which $ ~~4~~ **2** . 8 million related to unrealized losses ~~as reflected in the consolidated statements of operation~~ and $ ~~13~~ **18** . ~~7~~ **0** million related to realized gains ~~and~~ **, which** is recognized within interest expense, net **in the consolidated statements of operation** . **F- 35** During the year ended December 31, ~~2022~~ **2023** , the aggregate **impact** ~~change in the fair value~~ of the **Company' s** interest rate swaps **in the consolidated statements of operation** was $ ~~7~~ **8. 9 million, of which $ 4. 8 million related to unrealized losses and $ 13** . 7 million ~~, of which $ 5. 6 million related to unrealized gains as reflected in the consolidated statements of operation and $ 2. 1 million~~ related to realized gains ~~and~~ **, which** is recognized within interest expense, net in the consolidated statements of operations. See Note 11. Fair Value Measurements for further information on the Company' s determination of the fair value of its interest rate swaps. Note 10. Right- of- Use Assets and Lease Liabilities The Company' s operating leases ~~are~~ primarily **relate to** office space ~~, while finance leases are certain office equipment~~ . The Company' s related ~~Right- of- Use (" ROU ")~~ assets and lease liabilities are comprised of the following as of each period end: As of December 31, (Amounts in thousands) ~~20232022Operating ----~~ **20242023Operating** leases: **ROU** ~~Right- of- use~~ assets $ **4, 750 $** 5, 933 ~~$ 2, 686~~ Lease liability, ~~current1~~ **current892 1** , 166 ~~781~~ Lease liability, non- ~~current5~~ **current4 , 848 5** , 731 ~~2, 365 Finance leases: Right- of- use assets $ — $ 116 Lease liability, current — 53 Lease liability, non- current — 61~~ Other information related to leases is presented below: Years Ended December 31, (Amounts in thousands) ~~20232022Other~~ **20242023Other** information: Operating lease cost $ 1, **606 $ 1,** 451 ~~$ 297~~ Variable lease ~~cost518 —~~ **cost679 518** Sublease ~~income542~~ **income525 —** ~~542~~ Operating cash flows from operating **ROU** ~~right- of- use assets1~~ **assets2 , 285 1** , 969 ~~352~~ Initial recognition of operating **ROU** ~~right- of- use assets933 ---~~ **assets** — **933** Remeasurement of operating **ROU** ~~right- of- use assets1~~ **assets — 1** , 280 ~~— F- 36~~ During the year ended December 31, 2023, the Company (i) recognized $ 0. 9 million of operating **ROU** ~~right- of- use~~ assets and lease liabilities due to a new lease for the relocation of its corporate office in September 2023, (ii) remeasured its operating **ROU** ~~right- of- use~~ assets due to changes in the lease terms of certain underlying leases, resulting in an aggregate increase in the related **ROU** ~~right- of- use~~ assets and lease liabilities of approximately $ 1. 3 million, and (iii) settled certain operating leases, which were either terminated or assumed by a third party, in the amount of approximately $ 0. 4 million (presented in the consolidated statements of cash flows) and a related net gain of less than $ 0. 1 million included within ~~(~~ gain ~~) loss~~ on asset disposal in the consolidated statements of operations. In addition, during the year ended December 31, 2023, the Company purchased the equipment related to its existing finance leases for approximately $ 0. 1 million, thereby settling all outstanding finance lease liabilities as of December 31, 2023. The Company also recognized a related loss of approximately $ 0. 1 million included within ~~(~~ gain ~~) loss~~ on asset disposal in the consolidated statements of operations. **F- 36 As** ~~The Company was a party to a noncancelable lease agreement for office, research and development, and vehicle development and installation facilities with a holder~~ of ~~more than 5 % of the Company' s Common Stock, of which the lease expired in the third quarter of 2022. The related operating lease costs for the year ended~~ December 31, ~~2022 was $ 0. 1 million. As of December 31, 20232022Weighted ----~~ **20242023Weighted** - average remaining lease term – operating leases (in months) **61.** ~~68~~ **568** . ~~349. 8Weighted~~ **3Weighted** - average discount rate – operating leases7. 2 % **7.** 2 ~~. 9~~ % As of December 31, ~~2023~~ **2024** , the annual minimum lease payments of the Company' s operating lease liabilities were as follows ~~(in thousands)~~ : As of December 31, (Amounts in thousands) ~~20232024~~ **20242025** $ 1, **267** ~~616 20251, 269~~ 20261, ~~206~~ **205** 20271, ~~258~~ **257** 20281, ~~397~~ **396 20291, 196** ~~Thereafter1~~ **Thereafter593** ~~, 768~~ Total future minimum lease payments, ~~undiscounted8~~ **undiscounted6** , ~~514~~ **914** Less: Imputed interest (1, ~~617~~ **174**) Present value of future minimum lease payments $ ~~6~~ **5** , **740** ~~897 F- 37~~ The Company uses various assumptions and methods in estimating the fair values of its financial instruments. Assets and Liabilities Measured at Fair Value on a Recurring Basis The Private Warrants ~~are~~ **were** valued using a Black- Scholes model, pursuant to the inputs provided in the table below: Assumptions for Assets and Liabilities Measured at Fair Value on a Recurring BasisInputDecember 31, ~~2023December~~ **2024December** 31, ~~2022Risk~~ **2023Risk** - free rate4. ~~242~~ **16** % ~~1~~ **4** . ~~11~~ **24** % Remaining term in ~~years1~~ **years0** . ~~983~~ **981** . 98Expected ~~volatility82~~ **volatility53 . 7 % 82** . 0 ~~% 88. 8~~ % Exercise price $ 92. 00 $ 92. 00 Fair value of common stock $ **2. 97 $** 4. 42 ~~$ 26. 48~~ The Company' s interest rate swaps are not

traded on a market exchange and the fair values are determined using a valuation model based on a discounted cash flow analysis. This analysis reflects the contractual terms of the interest rate swap agreements and uses observable market- based inputs, including estimated future SOFR interest rates. The fair value of the Company' s interest rate swap is the net difference in the discounted future fixed cash payments and the discounted expected variable cash receipts. The variable cash receipts are based on the expectation of future interest rates and are observable inputs available to a market participant. The interest rate swap valuation is classified as Level 2 of the fair value hierarchy. The **fair value of the Company' s non- recourse debt as of December 31, 2024 and 2023 was $ 723. 8 million and $ 628. 2 million, respectively. F- 37 The** following table sets forth the Company' s assets and liabilities which are measured at fair value on a recurring basis by level within the fair value hierarchy: **Fair Value Measurements as of December 31, 2024 (Amounts in thousands) Level ILevel IILevel IIITotalAsset: Interest rate swaps $ — $ 24, 672 $ — $ 24, 672 Money market accounts72, 142 — — 72, 142 Total $ 72, 142 $ 24, 672 $ — $ 96, 814 Liabilities: Interest rate swaps $ — $ 385 $ — $ 385 Total $ — $ 385 $ — $ 385** Fair Value Measurements as of December 31, 2023 (Amounts in thousands) Level ILevel IILevel IIITotalAsset: Interest rate swaps $ — $ 27, 883 $ — $ 27, 883 Money market accounts21, 475 — — 21, 475 U. S. Treasury securities108, 964 — — 108, 964 Total $ 130, 439 $ 27, 883 $ — $ 158, 322 Liabilities: ~~Debt $ — $ 628, 177 $ — $ 628, 177~~ Private Warrants — — 17 17 Total $ — $ ~~— 628, 177~~ $ 17 $ **17** ~~628, 194 F- 38 Fair Value Measurements as of December 31, 2022 (Amounts in thousands) Level ILevel IILevel IIITotalAsset: Interest rate swaps $ — $ 32, 252 $ — $ 32, 252 Money market accounts164 — — 164 U. S. Treasury securities211, 027 — — 211, 027 Total $ 211, 191 $ 32, 252 $ — $ 243, 443 Liabilities: Debt $ — $ 533, 168 $ — $ 533, 168 Private Warrants — — 256 256 Fair value of obligation to issue shares of common stock to sellers of World Energy — — 151 151 Total $ — $ 533, 168 $ 407 $ 533, 575~~ The following is a roll forward of the Company' s Level 3 liability instruments: Years Ended December 31, ~~20232022Balance~~ **20242023Balance** at the beginning ~~of the period $ 407 $ 8, 895 Fair value adjustments – warrant liability (239) (5, 148) Fair value adjustments and settlements of liability, net – World Energy (1) (151) (1, 390) Fair value adjustment of contingent consideration and settlements of liability, net – Quantum contingent consideration (1) — (1, 950) Balance at the end~~ of the period $ 17 $ 407 **Fair value adjustments – Private Warrants (17) (239) Fair value adjustments and settlements of liability, net – World Energy (1) — (151) Balance at the end of the period $ — $ 17** (1) Related to discontinued operations. **During the year ended December 31, 2024, the Company identified indicators that the carrying amount of goodwill may be impaired due to a continuous decline in the Company' s stock price and market capitalization. The Company performed a quantitative test using a market approach and an income approach, which both resulted in an impairment of goodwill. As such, the Company recorded a charge of $ 28. 8 million to fully impair the Company' s goodwill within the consolidated statements of operations for the year ended December 31, 2024. There was no goodwill impairment charge during the year ended December 31, 2023. F- 38** Note ~~12~~ **13** . Stock- Based Compensation Expense Stock- based compensation expense for stock options and restricted stock units for the years ended December 31, **2024 and** 2023 ~~and 2022~~ was $ 2. **7 million and $ 2.** 9 million ~~and $ 10. 0 million~~ , respectively. As of December 31, ~~2023~~ **2024** , there was $ 7. ~~1~~ **6** million of unrecognized compensation cost ~~, respectively,~~ related to stock options and restricted stock units which is expected to be recognized over the remaining vesting periods, with a weighted- average period of 2. ~~8~~ **6** years. The Company grants stock options to certain employees that will vest over a period of one to four years. A summary of stock option award activity for the years ended December 31, **2024 and** 2023 ~~and 2022~~ was as follows: ~~F- 39~~ OptionsShares Weighted AverageExercise PriceWeighted Average Remaining Contractual TermOutstanding at December 31, ~~20211, 217, 161 $ 11. 20 7. 2Granted5, 435 15. 60 Exercised (333, 102) 1. 92 Cancelled or forfeited (128, 086) 35. 36 Outstanding at December 31,~~ 2022761, 408 $ 11. 12 2. 7Granted — — Exercised (489, 436) 1. 94 Cancelled or forfeited (78, 816) 51. 48 Outstanding at December 31, 2023193, 156 $ 17. 89 5. **8Granted295, 229 3. 75** ~~8Exercisable~~ ---- **Exercised — — Cancelled or forfeited — — Outstanding** at December 31, ~~2023191~~ **2024488** , ~~635~~ **385 $ 9. 34 7. 5Exercisable at December 31, 2024192, 985** $ 17. ~~50 5~~ **86 4** . 8 The aggregate intrinsic value of stock options outstanding as of December 31, **2024 and** 2023 ~~and 2022~~ was $ 0. ~~3~~ **1** million and $ ~~3~~ **0** . 3 million, respectively. Cash received from options exercised for the years ended December 31, **2024 and** 2023 ~~and 2022~~ was approximately $ 0. **0 million and $ 0.** 9 million ~~and $ 0. 6 million~~ , respectively **. During the year ended December 31, 2024, the Company granted 295, 229 stock options to its President and Chief Executive Officer (the " CEO ") upon his appointment to such positions effective April 12, 2024** . There were no stock options ~~issued~~ **granted** during the year ended December 31, 2023. The fair value of stock options ~~issued~~ **granted** during the year ended December 31, ~~2022~~ **2024** was measured with the following assumptions: ~~2022Expected~~ **2024Expected** ~~volatility78~~ **volatility71** . ~~1~~ **3** - ~~88~~ **78** . ~~2~~ **4** % Expected term (in years) **10Risk** ~~6. 25Risk~~ - free interest ~~rate0~~ **rate4** . **5** ~~1- 1. 3~~ % Expected dividend yield0. 0 % The Company grants restricted stock units to certain employees that will generally vest over a period of four years. The fair value of restricted stock unit awards is estimated by the fair value of the Company' s common stock at the date of grant. Restricted stock units activity during the years ended December 31, **2024 and** 2023 ~~and 2022~~ was as follows: **F- 39** Number ofSharesWeighted Average Grant Date Fair Value Per ShareNon- vested, at December 31, ~~202175, 554 $ 48. 48 Granted1, 404, 870 9. 60 Vested (132, 792) 14. 40 Cancelled or forfeited (118, 543) 21. 60 Non- vested, at December 31,~~ 20221, 229, 089 $ 10. 40 Granted693, 506 6. 36 Vested (531, 029) 12. 55 Cancelled or forfeited (289, 471) 10. 10 Non- vested, at December 31, 20231, 102, 095 $ 7. 74 ~~F~~ **Granted2, 125, 297 3. 44 Vested (310, 076) 6. 65 Cancelled or forfeited (683, 500) 5. 16 Non** - ~~40~~ **vested, at December 31, 20242, 233, 816 $ 4. 60 During the year ended December 31, 2024, the Company granted** ~~Restricted~~ **restricted** ~~Stock~~ **stock** ~~Award Modifications~~ **unit awards of 88, 636 shares of common stock to the CEO upon his appointment effective April 12, 2024.** In ~~connection with~~ **addition, upon** the ~~sale~~ **separation** of **the prior President and Chief Executive Officer (" Former CEO ") from** the Company **effective April 12,** ~~' s Drivetrain business to Shyft which closed in January 2023~~ **2024** , **97, 994** ~~the Company modified certain stock awards to employees of the Drivetrain business who were terminated in December 2022~~ and **244, 267** ~~subsequently commenced employment at Shyft. The modification consisted of the acceleration of the vesting of all awards including stock options and~~ restricted stock units ~~scheduled~~ **awarded** to **the Former CEO were** ~~vest~~ **vested and**

~~in 2023, which would have otherwise been~~ forfeited **, respectively** . The ~~vesting date~~ **Company recorded $ 0. 5 million** of **expense related to** ~~these~~ -- **the 97, 994 vested** awards ~~was accelerated to~~ **during the year ended** December 31, ~~2022~~ **2024** ~~, resulting in an incremental stock based compensation expense of $ 0~~ . **Former** ~~3 million in 2022.~~ CEO' s Ladder Restricted Stock Unit Award **In** ~~On September 9, 2022, in~~ connection with the acquisition of Legacy Spruce Power and his appointment as the Company' s President **effective September 9, 2022** , the Company granted to its **Former** CEO a restricted stock unit award (the " Ladder RSUs ") of 208, 333 shares of common stock. The Ladder RSUs **were to** vest in 10 % increments on the dates the Plan administrator certifies the applicable milestone stock prices have been achieved or exceeded, provided that the **Former** CEO ~~remains~~ **remained** employed on the date of certification and such achievement occurs within ten years of the date of the grant. The Company used a Monte Carlo simulation valuation model to determine the fair value of the award as of the Acquisition Date, which **was** ~~is presently~~ accounted for as a liability **until the separation of the Former CEO effective April 12, 2024** . The following inputs were used in the simulation: grant date stock price of $ 9. 36 per share, annual volatility of 85. 0 %, risk- free interest rate of 3. 3 % and dividend yield of 0. 0 %. For each tranche, a fair value was calculated as well as a derived service period which represents the median number of years it is expected to take for the Ladder RSUs to meet their corresponding milestone stock price excluding the simulation paths that result in the Ladder RSUs not vesting within the 10- year term of the agreement. Each tranche' s fair value ~~will be~~ **would have been** amortized ratably over the respective derived service period. The fair value and derived service period of each tranche was as follows: **F- 40** Stock Price TrancheFair ValueDerived Service Period (in years) $ 25. 84 $ 8. 881. 7242. 968. 482. 7160. 008. 243. 3077. 127. 923. 7094. 167. 764. 11111. 287. 524. 42128. 327. 284. 64145. 447. 124. 78162. 486. 965. 00179. 606. 805. 10 The Company recognized **no** expense related to the Ladder RSUs ~~of~~ **for the year ended December 31, 2024, and recognized** approximately $ 0. 5 million **related to the Ladder RSUs** ~~and $ 0. 1 million~~ for the ~~years~~ **year** ended December 31, 2023 ~~and~~ **. Upon separation of the Former CEO from the Company effective April 12,** ~~2022~~ **2024 , the Ladder RSUs were terminated and the Company recorded a gain of $ 0. 7 million during the year ended December 31, 2024** . Note ~~13~~ **14** . Redeemable Noncontrolling Interest and Noncontrolling Interests In ~~November 2022, the Company purchased the remaining membership interests in Ampere Solar Owner IV, LLC, RPV Fund 13, LLC and Level Solar Fund III, LLC for aggregate cash payments of $ 4. 6 million. In~~ August 2023, the Company ~~also~~ purchased the remaining membership interests in Level Solar Fund IV for approximately $ 0. 1 million, thereby owning 100 % of the membership interests and eliminating its only remaining redeemable noncontrolling interest upon the purchase. ~~F- 41~~ The following table summarizes the Company' s noncontrolling interests as of December 31, ~~2023~~ **2024** : Tax Equity EntityDate Class A Member AdmittedORE F4 Holdco, LLCAugust 2014Volta Solar Owner II, LLCAugust 2017 The tax equity entities were structured at inception so that the allocations of income and loss for tax purposes will flip at a future date. The terms of the tax equity entities ~~'~~ **'** operating agreements contain allocations of taxable income (loss), Section 48 (a) ITCs and cash distributions that vary over time and adjust between the members on an agreed date (referred to as the flip date). The operating agreements specify either a date certain flip date or an internal rate of return (" IRR ") flip date. The date certain flip date is based on the passage of a fixed period of time as defined in the operating agreements for each entity. The IRR flip date is the date on which the tax equity investor has achieved a contractual rate of return. From inception through the flip date, the Class A members' allocation of taxable income (loss) and Section 48 (a) ITCs is generally 99 % and the Class B members' allocation of taxable income (loss) and Section 48 (a) ITCs is generally 1 %. After the related flip date (or, if the tax equity investor has a deficit capital account, typically after such deficit has been eliminated), the Class A members' allocation of taxable income (loss) will typically decrease to 5 % (or, in some cases, a higher percentage if required by the tax equity investor) and the Class B members' allocation of taxable income (loss) will increase by an inverse amount. **F- 41** The historical redeemable noncontrolling interests and noncontrolling interests are comprised of Class A units, which represent the tax equity investors' interest in the tax equity entities. Both the Class A members and Class B members may have call options to allow either member to redeem the other member' s interest in the tax equity entities upon the occurrence of certain contingent events, such as bankruptcy, dissolution / liquidation and forced divestitures of the tax equity entities. Additionally, the Class B members may have the option to purchase all Class A units, which is typically exercisable at any time during the periods specified under their respective governing documents, and, in regards to the tax equity entities historically classified as redeemable noncontrolling interests, they had the contingent obligation to purchase all Class A units if the Class A members exercise their right to withdraw, which is typically exercisable at any time during the ~~nine~~ **three** - month period commencing upon the applicable flip date ~~. The carrying values of the Company' s historical redeemable noncontrolling interests were equal to or greater than the estimated redemption values as of December 31, 2022~~ . The Company had no redeemable noncontrolling interests as of December 31, **2024 and** 2023. Total assets on the consolidated balance sheets include $ ~~38~~ **36** . 0 million as of December 31, ~~2023~~ **2024** and $ ~~47~~ **38** . ~~8~~ **0** million as of December 31, ~~2022~~ **2023** of assets held by the Company' s VIEs, which can only be used to settle obligations of the VIEs. Total liabilities on the consolidated balance sheets include $ 0. 8 million as of December 31, ~~2023~~ **2024** and $ 0. 8 million as of December 31, ~~2022~~ **2023** of liabilities that are the obligations of the Company' s VIEs. Note ~~14~~ **15** . Restructuring ~~Subsequent to the acquisition of Legacy Spruce Power, the Company commenced the evaluation of personnel and processes of various corporate functions between Spruce Power and legacy XL Fleet Corp. to optimize the Company' s future corporate structure and implemented certain restructuring actions.~~ As a result of exiting the Drivetrain business and **related** corporate restructuring actions, the Company recognized **severance** ~~, in the aggregate, restructuring and related~~ charges of approximately $ ~~21~~ **0** . ~~6~~ **7** million during the year ended December 31, ~~2022, which included (i) $ 4. 4 million of severance charges paid in 2022 or~~ 2023 ~~, (ii) $ 5. 0 million impact of accelerated vesting of certain equity awards and (iii) $ 12. 3 million of charges related to inventory obsolescence. During the year ended December 31, 2023, the Company recognized incremental restructuring charges of approximately $ 0. 7 million related to severance charges~~ , all of which were paid in 2023. The severance charges ~~and accelerated vesting of equity awards~~ are included in selling, general and administrative expenses within the Company' s consolidated statements of operations for the ~~years ended December 31, 2023~~

and 2022. Inventory obsolescence charges are included in net loss from discontinued operations within the Company' s consolidated statements of operations for the year ended December 31, 2022 2023 . The , and the following table summarizes the activity during the period years ended December 31, 2023 and 2022 for the Company' s restructuring liability: F- 42 Years Year Ended December 31, (Amounts in thousands) 20232022Balance ---- 2023Balance at the beginning of the period $ 3, 428 $ — Employee termination charges719 4, 435 Payments made during the period (4, 147) (1, 007) Balance at the end of the period $ — The $ 3, 428 Sponsorship Commitment In February 2021, the Company recognized no agreed to a sponsorship agreement with several severance charges during entities related to the UBS Arena, Belmont Park and the NY Islanders Hockey Club. Pursuant to that agreement, the Company was designated an " Official Electric Transportation Partner of UBS Arena " with various associated marketing and branding rights, including the development of electric vehicle charging stations. The sponsorship agreement had a term of three -- the years with a sponsor fee of approximately $ 0. 5 million per year ended December 31 , of which approximately $ 0. 3 million and $ 0. 2 million were paid in June 2021 2024 and January 2022, respectively. One of the Company' s directors is a co- owner of the NY Islanders Hockey Club. During the second quarter of 2022, the Company exercised its option to terminate the final two years of the agreement and incurred no further sponsor fees . The Company is periodically involved in legal proceedings and claims arising in the normal course of business, including proceedings relating to intellectual property, employment and other matters. Management believes the outcome of these proceedings , as outlined below, will not have a significant adverse effect on the Company' s financial position, operating results, or cash flows. Securities Class Action Proceedings On March 8, 2021, two putative securities class action complaints were filed against the Company, and certain of its current and former officers and directors in the federal district court for the Southern District of New York. Those cases were ultimately consolidated under C. A. No. 1: 21- cv- 2002, and a lead plaintiff was appointed in June 2021. On July 20, 2021, an amended complaint was filed alleging that certain public statements made by the defendants between October 2, F- 42 2020, and March 2, 2021, violated Sections 10 (b) and 20 (a) of the Securities Exchange Act of 1934 and Rule 10b- 5 promulgated thereunder. Following negotiations with a mediator, in September 2023, the Company and the plaintiffs agreed on a settlement in principle in the aggregate amount of $ 19. 5 million (the " Settlement Amount "), and on December 6, 2023, the lead plaintiff and the defendants entered into a stipulation and agreement of settlement requiring the Company to pay the Settlement Amount to resolve the class action litigation and the related legal fees and administration costs. On Furthermore, on January 18, 2024, the court preliminarily approved the proposed settlement as being fair, reasonable, and adequate, and scheduled a hearing for April 30, 2024, to, among other -- the New York Court things, consider whether to approve approved the proposed a final settlement of the Class Action Litigation . The Company expects the Settlement Amount was to be offset by approximately $ 4. 5 million of related loss recoveries from the Company' s directors and officers liability insurance policies policy with third parties, which the amount is included in prepaid expenses and other current assets on the consolidated balance sheet as was of December 31, paid out in February 2023 2024 . The Company accrued for the $ 19. 5 million Settlement Amount as of December 31, 2023 (See Note 7. Accrued Expenses and Other Current Liabilities) and paid the $ 15. 0 million net settlement amount to the settlement claims administrator in February 2024. F- 43 On September 20, 2021, and October 19, 2021, two class action complaints were filed in the Delaware Court of Chancery against certain of the Company' s current officers and directors, and the Company' s sponsor of its special purpose acquisition company merger, Pivotal Investment Holdings II LLC. These actions were consolidated as in re XL Fleet Corp. (Pivotal) Stockholder Litigation, C. A. No. 2021- 0808, and an amended complaint was filed on January 31, 2022. Defendants filed a motion to dismiss the amended complaint on May 13, 2022, and on July 11, 2022, plaintiffs filed a second amended complaint. The second amended complaint alleges various breaches of fiduciary duty against the Company and / or its officers, several allegedly misleading statements made in connection with the merger, and aiding and abetting breaches of fiduciary duty in connection with the negotiation and approval of the December 21, 2020 merger and organization of XL Hybrids, Inc., a Delaware corporation (" Legacy XL ") to become XL Fleet Corp. On August 19, 2022, defendants moved to dismiss the second amended complaint, which was granted in part and denied in part on June 9, 2023. The parties then engaged in discovery. On November 13, 2024, the Company filed a stipulation believes the allegations asserted in both class action complaints are without merit and settlement agreement seeking court approval to settle this matter in full for $ 4. 75 million, which is vigorously defending currently accrued for as of December 31, 2024 (See Note 7. Accrued Expenses and the Other lawsuit Current Liabilities) . At this time On March 26 , 2025 the Company is unable to estimate potential losses , if any, related to the lawsuit court approved the stipulation and settlement agreement . Shareholder Derivative Actions On June 23, 2022, the Company received a shareholder derivative complaint filed in the U. S. District Court for the District of Massachusetts, captioned Val Kay derivatively on behalf of nominal defendant XL Fleet Corp., against all current directors and former officers and directors, C. A. No. 1: 22- cv- 10977. The action was filed by a shareholder purportedly on XL Fleet Corp.' s behalf, and raises claims for contribution, as well as claims for breach of fiduciary duty, waste of corporate assets, unjust enrichment, and abuse of control. On December 8, 2023, the parties submitted a joint status report advising the court that they had reached a settlement- in- principle to settle this action, the Reali v. Griffin, et al. action, the Tucci v. Ledecky, et al. action, and a stockholder litigation demand (collectively, the " Derivative Matters "). Plaintiffs filed a motion for preliminary approval of the settlement on March 1, 2024, which is pending a decision from the court. The settlement provides for certain corporate governance enhancements and no monetary payments. Plaintiffs also intend to submit a petition for attorneys' fees, which defendants intend on opposing. At this time, the Company is unable to estimate potential losses, if any, related to the potential fee petition. In March 2023, two shareholder derivative actions were filed in the U. S. District Court for the District of Delaware , namely (the " Delaware Derivative Actions "). One action is captioned Reali v. Griffin, et al., C. A. No. 1: 23- cv- 00289 and the other action is captioned Tucci v. Ledecky, et al., C. A. 1: 23- cv- 00322. These actions were consolidated and captioned In re Spruce Power Holding Corporation Shareholder Derivative Litigation, C. A. No. 1: 23- cv- 00289. As noted above, the consolidated action is part of a settlement agreement that has been filed in the U. S. District Court for the District of

~~Massachusetts.~~ In August 2023, an additional derivative action was filed in the U. S. District Court for the Southern District of New York, captioned Boyce v. Ledecky, et al., C. A. No. 1: 23- cv- 8591 **(collectively, the " Derivative Matters ")** . On ~~March 11~~ **December 8, 2023, the parties reached a settlement- in- principle to settle, the Derivative Matters. The court granted preliminary approval of the settlement on May 1** , 2024, **and final approval** ~~all defendants filed motions to dismiss the complaint~~ in ~~its entirety~~ **full on August 8** , **2024** ~~which are pending before the court~~ . The settlement ~~agreement~~ **provides** for **certain corporate governance enhancements and no monetary payments. On August 14, 2024, the court awarded attorney fees of $ 1. 0 million, which were paid in September 2024. State Attorney Generals' Investigations The Company has been asked to provide information and documents in response to subpoenas and other requests for information from certain state attorneys general offices regarding, among other things, its sales, marketing, billing, and operations practices. Specifically, the Company has received subpoenas from the attorneys general for the states of Connecticut, New Jersey, New York and Texas. The Company has been timely responding to the states' information requests and otherwise cooperating with these investigations and intends to continue to do so until** ~~the~~ **they are resolved. At** ~~Derivative Matters described above contains a release that would apply to claims in~~ this ~~action~~ **time, the Company is unable to estimate potential losses,** if **any, related to** ~~the~~ **these matters** ~~settlement agreement is approved by the U. S. District Court for the District of Massachusetts. On March 22, 2024, Boyce agreed to voluntarily dismiss the lawsuit~~ . F- ~~44~~ **43** Securities and Exchange Commission Civil Enforcement Action On January 6, 2022, the Company received a subpoena from the Division of Enforcement of the SEC requesting, among other things, information and documents concerning the XL Fleet Corp. business combination with Legacy XL, the Company' s sales pipeline and revenue projections, California Air Resources Board approvals, and other related matters. In June 2023, the SEC proposed an Offer of Settlement for the purpose of resolving the proposed SEC action against the Company. Following negotiations with the SEC staff, in September 2023, the Company reached a settlement with the SEC pursuant to which the Company did not admit or deny the SEC' s allegations regarding the above- referenced issues. In connection with the settlement, in October 2023, the Company (among other things) paid a civil monetary penalty of $ 11. 0 million which, subject to the discretion of the SEC, will be made available to eligible legacy shareholders through a Fair Fund, termed and administered by the SEC. US Bank On February 9, 2023, US Bank, through its affiliate, Firstar Development, LLC (" Firstar "), filed a motion for summary judgment in lieu of a complaint in New York Supreme Court (the trial level in New York) alleging that the Company failed to fulfill its reimbursement obligations under a 2019 tax recapture guaranty agreement between the parties arising from the alleged recapture by the Internal Revenue Service **(" IRS ")** of tax credits taken by Firstar as an investor in the Company' s subsidiary, Ampere Solar Owner I, LLC. On May 23, 2023, the Company reached a settlement agreement with Firstar, as the plaintiff, for $ 2. 3 million whereby the plaintiff discharged all claims filed against the Company. BMZ USA, Inc. On February 11, 2022, BMZ USA Inc. (" BMZ "), a battery manufacturer, sued ~~Legacy~~ XL **Hybrids** for breach of contract, alleging that ~~Legacy~~ XL **Hybrids** failed to timely purchase the full allotment of batteries required under a certain master supply agreement between the parties. In January 2024, BMZ obtained a judgment for $ 3. 9 million against XL Hybrids, Inc. **In June 2024, BMZ sought to enforce the judgement against the Company in Massachusetts Trial Court and that enforcement action was dismissed in March 2025.** The Company **believes it** is ~~appealing~~ **probable that BMZ will seek to enforce** the **judgement in another jurisdiction and** ~~ruling while simultaneously pursuing a settlement. The Company~~ currently estimates the potential loss to be approximately $ 1. 2 million, which has been accrued for as of December 31, ~~2023~~ **2024** (See Note 7. Accrued Expenses and Other Current Liabilities) ~~and 2022~~ .ITC Recapture Provisions The IRS may disallow and recapture some,or all,of the ITCs due to improperly calculated basis after a project **was** ~~has been~~ placed in service (~~"~~ **"** Recapture Event ~~"~~ **"**).If a Recapture Event occurs, ~~the Company~~ **Spruce Power** is obligated to pay the applicable Class A Member a recapture adjustment,which includes the amounts the Class A Members are required to repay the IRS,including interest and penalties,as well as any third- party legal and accounting fees incurred by the Class A Members in connection ~~with~~ **to** the Recapture Event,as specified in the operating agreements.Such a payment by ~~the Company~~ **Spruce Power** to the Class A Members ~~is~~ **are** not to be considered a capital contribution to the fund per the operating agreements,nor would it be considered a distribution to the Class A Members.With the exception of the tax matter related to Ampere Solar Owner I ~~,LLC~~ noted above,a Recapture Event was not deemed **to be** probable by the Company,therefore no ~~related~~ accrual has been recorded as of December 31 **,2024 and 2023** . Plastic Omnium Plastic Omnium is the assignee of the contractual rights of Actia Corp. under a certain battery purchase order between ~~Legacy~~ XL **Hybrids** and Actia Corp. On March 17, 2023, Plastic Omnium sued Legacy XL and the Company for breach of contract, alleging that Legacy XL ordered a total of 1, 000 batteries from Plastic Omnium, paid for 455 of those batteries, and then reneged on 545 of those products. While Plastic Omnium admits it never actually delivered the remaining 545 products, it claims it purchased materials to complete the order, and as a result, Legacy XL and the Company are liable for at least approximately $ 2. 5 million. The Company **reached a settlement** ~~believes the allegations asserted~~ in ~~this action lack substantial merit~~ **principle to settle the matter for $ 1. 25 million** , **which was paid in December 2024. Parker- Hannifin On March 11, 2024, the Company filed a lawsuit against Parker- Hannifin for a declaratory judgment, captioned F- 44 XL Hybrids, Inc. v. Parker- Hannifin Corporation, No. 1: 24- cv- 10894- WGY (D. Mass, removed from Mass. State Court No. 2484- CV- 00661). The case related to a contract for the purchase of motors designed, produced** and **manufactured by Parker- Hannifin for XL Hybrids, Inc. which was executed in July 2019. On April 5, 2024, Parker- Hannafin filed counterclaims, alleging that XL Hybrids, Inc. and the Company were in breach of the contract. On November 1, 2024, the parties reached a settlement in principle to settle the matter for $ 0. 5 million, which was accrued for** as ~~a result~~ **of December 31** , ~~is vigorously defending~~ **2024, and subsequently paid in January 2025 (See Note 7. Accrued Expenses and** ~~the~~ **Other Current Liabilities)** ~~lawsuit. At this time, the Company is unable to estimate potential losses, if any, related to the lawsuit~~ . Master SREC Purchase and Sale Agreement The Company has forward sales agreements, which are related to a certain number of SRECs, to be generated from the Company' s solar energy systems located in Maryland, Massachusetts, Delaware, and New Jersey to be sold at fixed prices

over varying terms of up to 20 years. In the event the Company does not deliver such SRECs to the counterparty, the Company could be forced to pay additional penalties and fees as stipulated within the contracts. ~~F- 45~~ Guarantees In connection with the acquisition of RPV Holdco 1, LLC, a wholly owned subsidiary of the Company, guaranty agreements were established in May 2020 by and between Spruce Holding Company 1, LLC, Spruce Holding Company 2, LLC, and Spruce Holding Company 3, LLC (“ Spruce Guarantors ”) and the investor members in certain of the ~~Funds and Prior~~ Funds. The Spruce Guarantors entered into guarantees in favor of the tax equity investors wherein they guaranteed the payment and performance of Solar Service Experts, LLC, a wholly owned subsidiary of the Company, under the Spruce Power 2 Maintenance Services Agreement and the Class B Member under the Limited Liability Company Agreement (“ LLCA ”). These guarantees are subject to a maximum of the aggregate amount of capital contributions made by the Class A Member under the LLCA. Indemnities and Guarantees During the normal course of business, the Company has made certain indemnities and guarantees under which it may be required to make payments in relation to certain transactions. The duration of the Company’ s indemnities and guarantees varies, however the majority of these indemnities and guarantees are limited in duration. Historically, the Company has not been obligated to make significant payments for such obligations, does not anticipate future payments, and as such, no **reserve has been established and no other** liabilities have been recorded for these indemnities and guarantees as of December 31, **2024 and** 2023 and 2022. ITC Recapture Provisions The..... of December 31, 2023 and 2022 . Insurance Claims and Recoveries related to Maui Fires In August 2023, a series of wildfires broke out in Hawaii, predominantly on the island of Maui, resulting in real and personal property and natural resource damage, personal injuries and loss of life and widespread power outages. The Company **assessed** ~~is currently assessing~~ the impact of these wildfires on its home solar systems and customer contracts in the area **and** ~~; however, the Company has not been able to validate the extent of the related damage due to limited access to the area. Based on the Company’ s current assessment, the Company~~ wrote off ~~approximately~~ $ 0. 1 million during the year ended December 31, 2023, which is reflected within gain ~~(loss)~~ on asset disposal ~~in~~ **within** the consolidated statements of operations. **Subsequently,** ~~No material loss claims have been reported to date or recognized within~~ the ~~consolidated financial statements as of~~ **Company received $ 0. 2 million related to the insurance recoveries during the year ended** December 31, ~~2023~~ **2024** ~~. In addition~~ , **which is also** ~~the Company has not recorded any related~~ **reflected within gain** ~~insurance recoveries as of December 31, 2023. The Company does not expect this event to have a material impact~~ on ~~its financial position,~~ **asset disposal within the consolidated statements of** ~~operating~~ **operations** ~~results or cash flows~~ . Note ~~16~~ **17** . Stockholders’ Equity As of December 31, **2024 and** 2023 ~~and 2022~~ , the Company had 350, 000, 000 authorized shares of ~~Common~~ **common** ~~Stock~~ **stock** . The holders of ~~Common~~ **common** ~~Stock~~ **stock** are entitled to vote on all matters and are entitled to the number of votes equal to the number of shares of ~~Common~~ **common** ~~Stock~~ **stock** held. Common stockholders are entitled to dividends when and if declared by the Board of Directors. F- ~~46~~ **45** The following shares of ~~Common~~ **common** ~~Stock~~ **stock** are ~~reserved~~ **issued and outstanding** ~~for~~ **or unvested** ~~future issuance~~ as of December 31, ~~2023~~ **2024** : ~~Warrants~~ **Warrants529** ~~issued and outstanding529~~ , ~~931~~ **167** Restricted stock ~~units~~ **units2** ~~issued and outstanding1~~ , ~~102~~ **233** , ~~094~~ **816** Stock ~~options~~ **options488** ~~issued and outstanding193~~ , ~~156~~ **385** ~~Total1~~ **Total3** , ~~825~~ **251** , ~~181~~ **368** On October 6, 2023, the Company effected the Reverse Stock Split. Prior to the effective time of the Reverse Stock Split, the Company had 151, 441, 768 and 145, 595, 792 shares of common stock issued and outstanding, respectively, and upon the Reverse Stock Split, the Company had approximately 18, 930, 196 and 18, 199, 449 shares of common stock issued and outstanding, respectively. The par value and the number of authorized shares of the common stock were not adjusted in connection with the Reverse Stock Split. The value of the Company’ s common stock outstanding and the related effect on additional paid in capital, all references to stock options, restricted stock units, private warrants, per share data, and related information contained within these consolidated financial statements have been retrospectively adjusted to reflect the effect of the Reverse Stock Split for all periods presented. Subsequent to the Reverse Stock Split, each stockholder’ s percentage ownership interest in the Company and proportional voting power remained unchanged. No fractional shares of the Company’ s common stock were issued in connection with the Reverse Stock Split. In late October 2023, certain stockholders entitled to fractional shares as a result of the Reverse Stock Split received aggregate cash payments of approximately $ 0. 01 million in lieu of receiving fractional shares. ~~On~~ **In** May ~~9,~~ 2023, the Company' s Board of Directors ~~authorized~~ **approved** a share repurchase program ~~(the “ Repurchase Program ”)~~ for the repurchase of up to $ 50. 0 million of the Company' s outstanding common stock through May 15, 2025 **(the “ Repurchase Program ”)** . The ~~shares may be~~ **Repurchase Program authorizes the Company to effect** ~~repurchased~~ **repurchases through** ~~from time to time in~~ open market transactions ~~or~~ **,** privately negotiated transactions ~~at~~ **, Rule 10b5- 1 trading plans and / or Rule 10b- 18 trading plans, and** ~~the~~ **other means. The** Company **is not obligated** ~~' s discretion, subject~~ to ~~market conditions~~ **repurchase any specific number of shares or dollar amount** and **may discontinue** ~~other~~ -- **the** ~~factors, including regulatory considerations. The~~ Repurchase Program ~~does not require the Company to purchase a minimum number of shares, and may be suspended, modified or discontinued~~ at any time ~~without prior notice~~ . **The timing, number and purchase price of share repurchases, if any, will be determined by the Company’ s management in its discretion and will depend on a number of factors, including the market price of shares, general market and economic conditions, and other alternatives available to the Company** During the ~~year~~ **years** ended December 31, **2024 and** 2023, the Company repurchased **0. 3 million shares and** 0. 8 million shares of common stock under the Repurchase Program in open market transactions at a weighted- average price of **$ 2. 93 and** $ 6. 77 per share for an aggregate purchase price of $ **0. 9 million and $** 5. 4 million, **respectively,** inclusive of transaction costs. As of December 31, ~~2023~~ **2024** , $ ~~44~~ **43** . ~~7~~ **8** million remained available for future share repurchases under the Repurchase Program. **F- 46** Note ~~17~~ **18** . Net Loss Per Share The following is a reconciliation of the numerator and denominator used to calculate basic and diluted earnings per share for the years ended December 31, **2024 and** 2023 ~~, and 2022~~ : Years Ended December 31, (Amounts in thousands, except share data) ~~20232022Numerator~~ ---- **20242023Numerator** : Net loss attributable to stockholders $ (**70, 489) $ (** 65, 831 ~~) $ (93, 931~~) Denominator: Weighted average shares outstanding, basic and diluted18, **470, 926 18,** 391, 436 ~~17, 836, 500~~ Net loss attributable to stockholders per share, basic and diluted $ (3. **82) $ (3.** 58) ~~$ (5. 27) F- 47~~ For the years

presented, potentially dilutive outstanding securities, which include stock options, restricted stock units and warrants, have been excluded from the computation of diluted net loss per share as their effect would be anti- dilutive for each year presented. As such, the weighted average number of common shares outstanding used to calculate both basic and diluted net loss per share are the same for each year presented. Note ~~18~~ **19** . Income Taxes Net deferred income tax assets consist of the following components as of December 31, **2024 and** 2023 ~~and 2022~~ : As of December 31, (Amounts in thousands) ~~20232022Deferred~~ ---- **20242023Deferred** tax assets (liabilities): Net operating loss carryforwards $ **142, 819 $** 114, 028 ~~$ 70, 296~~ Accrued ~~settlements5~~ **settlements1 , 870 5** , 216 —Pass- through equity interests8, **029 8,** 830 —Fair market value adjustments (**8, 746) (** 12, 763) —Tax credit carryforwards1, 643 1, 643 Reserves3, **773 3,** 429 ~~3, 352~~ Stock- based ~~compensation2~~ **compensation1 , 962 2** , 350 ~~2, 843~~ Depreciation and amortization (**69, 118) (** 55, 130 ~~) (19, 109~~) Interest expense ~~carryforward6~~ **carryforward17 , 020 6** , 979 ~~8, 697~~ Right of use ~~assets442~~ -- **assets270** ~~179~~ **442** ~~Other~~ **Other485** (156) ~~1, 452~~ Total deferred tax assets, ~~net74~~ **net100, 007 74** , 868 ~~69, 353~~ Less valuation allowance (**100, 007) (** 74, 868 ~~) (69, 353~~) Net deferred tax assets $ — $ — **F- 47** A reconciliation of the provision for income taxes with the amounts computed by applying the statutory Federal income tax **rate** to income before provision for income taxes is as follows: Years Ended December 31, ~~20232022U~~ **20242023U** . S. federal statutory rate21. 0 % 21. 0 % State taxes, net of federal ~~benefit6~~ **benefit8 . 7 % 6** . 4 % ~~4. 9 %~~ Change in fair value of warrant ~~liability0~~ - **liability — % 0** . 1 % ~~1. 6~~ **Option and RSU expense —** % **0** ~~Option and RSU expense0~~ . 4 % ~~0~~ **Goodwill impairment (1** . ~~2~~ **9) % —** % Other (**1. 9) % (** 8. 6 ~~) % (1. 5~~) % True- up to prior years' ~~return7~~ **return9** . ~~8~~ **5** % ~~0~~ **7** . 8 % Change in valuation allowance (**35. 4) % (** 9. 2 ~~) % (37. 1~~) % Purchase accounting **— %** (17. 9) ~~% 10. 1~~ % Effective tax rate — % — % ~~F- 48~~ The Company utilizes an asset and liability approach for financial accounting and reporting for income taxes. The provision for income taxes is based upon income or loss after adjustment for those permanent items that are not considered in the determination of taxable income. Deferred income taxes represent the tax effects of differences between the financial reporting and tax basis of the Company' s assets and liabilities at the enacted tax rates in effect for the years in which the differences are expected to reverse. The Company evaluates the recoverability of deferred tax assets and establishes a valuation allowance when it is more likely than not that some portion or all the deferred tax assets will not be realized. Management makes judgments as to the interpretation of the tax laws that might be challenged upon an audit and cause changes to previous estimates of tax liability. In Management' s opinion, adequate provisions for income taxes have been made. If actual taxable income by tax jurisdiction varies from estimates, additional allowances or reversals of reserves may be necessary. Tax benefits are recognized only for tax positions that are more likely than not to be sustained upon examination by tax authorities. The amount recognized is measured as the largest amount of benefit that is greater than 50 % likely to be realized upon settlement. A liability for " unrecognized tax benefits " is recorded for any tax benefits claimed in the Company' s tax returns that do not meet these recognition and measurement standards. For the years ended December 31, **2024 and** 2023 ~~and 2022~~ , no liability for unrecognized tax benefits was required to be reported. The Company has provided a full valuation allowance against its net deferred tax assets since realization of any future benefit from deductible temporary differences and net operating loss cannot be sufficiently assured. Management of the Company has evaluated the positive and negative evidence bearing upon the reliability of its deferred tax assets, which are comprised principally of net operating loss carryforwards and research and development credits. Under the applicable accounting standards, Management has considered the Company' s history of losses and concluded that it is more likely than not that the Company will not recognize the benefits of federal and state deferred tax assets. During the years ended December 31, **2024 and** 2023 ~~and 2022~~ , the Company increased its valuation allowance by $ **25. 1 million and $** 5. 5 million ~~and $ 34. 4 million~~ , respectively. As of December 31, ~~2023~~ **2024** , the Company had federal and state net operating loss (" NOL ") carryforwards of $ ~~434~~ **523. 3 million and $ 525** . 7 million ~~and $ 395. 9 million~~ , respectively, ~~and~~ **of which** approximately $ 31. 3 million of the federal NOL carryforward will expire at various dates commencing on 2029 and through 2037 and approximately $ ~~403~~ **492** . ~~4~~ **0** million were generated between the years ended December 31, 2018 and ~~2022~~ **2024** and have an indefinite life. At December 31, ~~2023~~ **2024** , the Company ~~has~~ **had** federal tax credits of approximately $ 1. 6 million. These federal tax credits are available to reduce future taxable income and expire at various dates commencing 2031 through 2041. **F- 48** Utilization of the NOLs and tax credit carryforwards may be subject to a substantial annual limitation under Section 382 of the IRC due to ownership change limitations that have occurred previously or that could occur in the future. These ownership changes may limit the amount of net operating loss and tax credit carryforwards that can be utilized annually to offset future taxable income and tax, respectively. The Company has not determined whether an ownership change under section 382 has occurred or whether such limitation exists. The Company files income tax returns in the U. S. federal jurisdiction and various states. With few exceptions, the Company is no longer subject to U. S. federal, state and local income tax examinations by tax authorities for years before 2020. The Company follows a comprehensive model for the recognition, measurement, presentation and disclosure in consolidated financial statements of uncertain tax positions that have been taken or expected to be taken on a tax return. No liability related to uncertain tax positions is recorded in the consolidated financial statements as of December 31, **2024 and** 2023 ~~and 2022~~ . Note ~~19~~ **20** . Defined Contribution Plan The Company has adopted a 401 (k) plan to provide all eligible employees a means to accumulate retirement savings on a tax- advantaged basis. The 401 (k) plan requires participants to be at least 21 years old. In addition to the traditional 401 (k), eligible employees are given the option of making an after- tax contribution to a Roth 401 (k) or a combination of both. Plan participants may make before- tax elective contributions up to the maximum percentage of compensation and dollar amount allowed under the IRC. Participants are allowed to contribute, subject to IRS limitations on total annual contributions from 1 % to 90 % of eligible earnings. The plan provides for automatic enrollment at a 3 % deferral rate of an employee' s eligible wages. The Company provides safe harbor matching contributions equal to 100 % on the first 3 % of an employee' s eligible earnings deferred and an additional 50 % on the next 2 % of an employee' s eligible earnings deferred. Employee elective deferrals and safe harbor matching contributions are 100 % vested at all times. ~~F- 49~~ In connection with the acquisition of Legacy Spruce Power, the Company adopted the Spruce Power 401 (k) plan **,** which contains features similar to those of the XL Fleet Corp. 401 (k) plan, except that

(i) ~~Participants~~ **participants** are allowed to contribute, subject to IRS limitations, on total annual contributions from 1 % to 80 % of eligible earnings and (ii) the safe harbor non- elective contribution is equal to 3 % of employee' s compensation. The Company recognized expenses related to its 401 (k) plans of approximately $ **1.** 0 ~~. 7~~ million and $ 0. ~~8~~ **7** million for the years ended December 31, **2024 and** 2023 ~~and 2022~~, respectively. **Note 21.** ~~In the fourth quarter of 2022, the Company discontinued~~ **Discontinued** ~~the operations~~ **Operations** ~~of its Drivetrain and XL Grid operations.~~ The following table provides supplemental details of the Company' s discontinued operations contained within the consolidated statements of operations for the years ended December 31, **2024 and** 2023 ~~and 2022~~: Years Ended December 31, (Amounts in thousands) ~~20232022Net~~ **20242023Net income (** loss **)** from discontinued operations: **Drivetrain $ 25 $ (4, 123) F- 49** XL Grid ~~$ — $ (1~~ **had no activity during the year ended December 31** , **2024.** ~~092) Drivetrain (4, 123) (30, 414) Impairment of goodwill — (8, 606) Total $ (4, 123) $ (40, 112) F- 50~~ The following table presents financial results of XL Grid operations **for the year ended December 31, 2023** ~~Years~~ **Year** Ended December 31, (Amounts in thousands) ~~20232022Revenues~~ ---- **2023Revenues** $ 149 ~~$ 12, 279~~ Operating expenses: Cost of revenues- ~~inventory~~ **operations** and **maintenance148** ~~other direct costs148 8, 577~~ Selling, general, and administrative expenses743 ~~4, 794~~ Gain on asset disposal (742) —Total operating expenses149 ~~13, 371~~ Net loss from discontinued operations $ — ~~$ (1, 092)~~ The following table presents financial results of Drivetrain operations: Years Ended December 31, (Amounts in thousands) ~~20232022Revenues~~ ---- **20242023Revenues $ 69** $ 42 ~~$ 2, 419~~ Operating expenses: Cost of revenues- ~~inventory~~ **operations** and **maintenance125 106 (Gain)** ~~other direct costs106 14, 038 Engineering, research, and development — 9, 819 Selling, general, and administrative expenses — 8, 041 Loss~~ **loss** on asset ~~disposal4~~ **disposal (81) 4** , 071 ~~935~~ Other (income) ~~—~~ (12) —Total operating ~~expenses4~~ **expenses44 4** , 165 ~~32, 833~~ Net **income (** loss **)** from discontinued operations $ **25 $** (4, 123 ~~) $ (30, 414~~) The following table presents aggregate carrying amounts of assets and liabilities of discontinued operations contained within the consolidated balance sheets: As of December 31, (Amounts in thousands) ~~20232022Assets~~ **20242023Assets** from discontinued operations: Drivetrain $ ~~— $~~ 32 ~~$ 3, 604 XL Grid — 7, 373~~ Total assets from discontinued operations $ ~~— $~~ 32 ~~$ 10, 977~~ Liabilities from discontinued operations: Drivetrain $ **40 $** 170 ~~$ 5, 743 XL Grid — 3, 648~~ Total liabilities from discontinued operations $ **40 $** 170 ~~$ 9, 391~~ F- ~~51~~ **50 As of December 31, 2024 and 2023, the Company has one reportable segment, which sells electricity to homeowners and provides related services to the homeowners, as well as to third party owners. The Company' s CODM is its CEO who is focused on strategic planning aimed at generating revenue and monetizing the Company' s home solar energy systems and its ability to provide top- tier related servicing solutions to its customers and third- parties. The CEO is provided on a quarterly basis with the Company' s consolidated segment expenses as presented within the consolidated statements of operations for the years ended December 31, 2024 and 2023, which the CEO utilizes to assess the Company' s performance and for making decisions about resource allocation. The following table presents the Company' s significant segment expenses for the years ended December 31, 2024 and 2023: Years Ended December 31, (Amounts in thousands) 20242023Revenues $ 82, 107 $ 79, 859 Cost of revenues- solar energy systems depreciation23, 377 23, 823 Cost of revenues- operations and maintenance16, 597 13, 990 Selling, general and administrative expenses58, 889 56, 122 Interest expense, net40, 232 41, 936 Litigation settlements, net7, 384 27, 465 Impairment of goodwill28, 757 — Other segment items (23, 076) (16, 867) Net loss $ (70, 053) $ (66, 610) No segment asset information is presented in these consolidated financial statements since the CEO does not review segment information at a different level or category other than that presented on the Company' s consolidated balance sheets as of December 31, 2024 and 2023.** Note ~~21~~ **23** . Subsequent Events **In January 2025, a series of wildfires broke out in the Los Angeles area of California, resulting in real and personal property and natural resource damage, personal injuries and loss of life. The Company is currently assessing the impact of these wildfires on its home solar systems in the area; however, the Company has not been able to validate the extent of the related damages due to limited access to the area. The Company does not expect this event to have a material impact on its financial position, operating results or cash flows.** Management has reviewed all events subsequent to December 31, ~~2023~~ **2024** and prior to the filing of these consolidated financial statements, and except as referenced within the notes to the consolidated financial statements, the Company has determined there have been no events that have occurred that would require adjustments or disclosures within the consolidated financial statements. F- ~~52~~ **51** Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure **Item 9A. Controls and Procedures** Evaluation of Disclosure Controls and Procedures **The term "** ~~As of the end of the period covered by this report, we have evaluated the effectiveness of the design and operation of our~~ disclosure controls and procedures ~~as promulgated by~~ **" is defined in** Rules 13a- 15 (e) and 15d- 15 (e) of the Exchange Act **, as " controls and other procedures of an issuer that are designed to ensure that information required to be disclosed by the issuer in the reports that it files or submits** under the ~~supervision~~ **Exchange Act are recorded, processed, summarized** and **reported,** ~~with~~ **within** the ~~participation of~~ **time periods specified in the SEC' s rules and forms. " The Company' s disclosure controls and procedures are designed to ensure that material information relating to the Company and its consolidated subsidiaries is accumulated and communicated to its** management, including ~~our~~ **its** Chief Executive Officer and **its** Chief Financial Officer **, as appropriate to allow timely decisions regarding required disclosures. The Company' s management, with the participation of its Chief Executive Officer and Chief Financial Officer, conducted an evaluation of the effectiveness of its disclosure controls and procedures as of December 31, 2024** . Based upon that evaluation, the Company' s Chief Executive Officer and Chief Financial Officer concluded that the Company' s disclosure controls and procedures were not effective as of that date, due to the material weaknesses in internal control over financial reporting described below. **Notwithstanding** The Company did not maintain an effective..... been prevented or detected timely. However , after giving full consideration to these material weaknesses, and the additional analyses and other procedures that were performed to ensure that the Company' s consolidated financial statements included in this Annual Report on Form 10- K were prepared in accordance with GAAP, management has concluded that our consolidated financial statements present fairly, in all material respects, our financial position, results of operations and cash flows for the periods disclosed in

conformity with GAAP ~~. Remediation Plan The Company is committed to maintaining strong internal control over financial reporting. In response to the material weaknesses described above, management, with the oversight of the Audit Committee, is taking comprehensive actions to remediate the above material weaknesses. The remediation plan includes the following: • developing a training program and educating control owners concerting financial statement risk and principles of the Internal Control- Integrated Framework issued by COSO; • hired and are continuing to hire professionals with the appropriate skills to perform control activities, including those involving complex and / or non- routine transactions; • designing and implementing additional and / or enhanced controls in the areas of account reconciliations, contract accounting, revenue recognition, and financial statement analysis prepared in conformity with GAAP and manual journal entries; and • designing and implementing controls to address the identification, accounting, review and reporting of complex and / or non- routine transactions. • enhancing system controls to address and enforce Segregation of Duties Framework; While Management believes that these efforts will improve the Company' s internal control over financial reporting, the implementation of these measures is ongoing and will require validation and testing of the design and operating effectiveness of internal controls over a sustained period of financial reporting cycles. Management believes the Company is making progress toward achieving the effectiveness of its internal controls and disclosure controls. The actions that Management is taking are subject to ongoing Management review, as well as audit committee oversight. Management will continue to assess the effectiveness of its internal control over financial reporting and take steps to remediate the known material weaknesses expeditiously. Remediation of Previously- Identified Material Weakness in Internal Control over Financial Reporting Related to Information Technology General Controls The Company previously disclosed in its December 31, 2022 Annual Report a material weakness in internal control over financial reporting, related to the ineffective design and implementation of Information Technology General Controls (" ITGC "). The Company' s ITGC deficiencies included improperly designed controls pertaining to user access rights and segregation of duties over systems that are critical to the Company' s system of financial reporting. Based upon remediation efforts implemented during the year, Management has concluded that the design and implementation of ITGC to be operating effectively as of December 31, 2023. Changes in Internal Control over Financial Reporting Other than the material weaknesses and the remediation of the general IT control material weakness discussed above, there have been no other changes in our internal control over financial reporting during the quarter ended December 31, 2023 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting~~ . Management' s Report on Internal Control Over Financial Reporting Management is responsible for establishing and maintaining adequate internal control over financial reporting. As defined in Rules 13a- 15 (f) and 15d- 15 (f) under the Exchange Act, internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of the Company' s financial reporting and the preparation of financial statements for external purposes in accordance with U. S. GAAP. ~~Because of~~ **Due to** its inherent limitations, the Company' s internal control over financial reporting may not prevent or detect all misstatements, including the possibility of human error, the circumvention or overriding of controls, or fraud. Effective internal control over financial reporting can provide only reasonable assurance with respect to the preparation and fair presentation of financial statements. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. ~~A material weakness is a control deficiency, or a combination of control deficiencies in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the Company' s annual or interim financial statements will not be prevented or detected on a timely basis.~~ Management assessed the effectiveness of the Company' s internal control over financial reporting as of December 31, ~~2023~~ **2024** based on the criteria established by the **Committee of Sponsoring Organizations (" COSO ")** Framework **. A material weakness is a deficiency or combination of deficiencies in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of the financial statements would not be prevented or detected on a timely basis. On November 22, 2024, the Company completed the NJR Acquisition. The total assets and revenues of NJR represented 15 % and 3 %, respectively, of our consolidated financial statement amounts as of and for the year ended December 31, 2024. The Company' s management has excluded NJR from its assessment of the effectiveness of internal control over financial reporting as of December 31, 2024, because it was not practical for management to conduct an assessment of internal control over financial reporting in the period between the date the acquisition was completed and the date of management' s assessment** . As a result of the material weaknesses **in internal control over financial reporting** described ~~above~~ **below** , Management has concluded that, as of December 31, ~~2023~~ **2024** , the Company' s internal control over financial reporting was ineffective. **Material Weaknesses in Internal Control over Financial Reporting As previously disclosed in Part II, Item 9A. " Controls and Procedures " in the Company' s Annual** Report **on Form 10- K for the year ended December 31, 2023, and in Part I, Item 4. " Controls and Procedures " in the Company' s Quarterly Reports on Form 10- Q for the quarters ended March 31, 2024, June 30, 2024, and September 30, 2024, as** of ~~Independent Registered Public~~ **The** ~~those dates,the Company did not design and maintain effective controls and identified certain material weaknesses in the control environment and certain control activities.Control Environment As of December 31,2024,Management has concluded that the~~ Company did not maintain an effective control environment based on the criteria established in the **Committee of Sponsoring Organizations (" COSO ")** Framework,and its relevant components,which resulted in deficiencies that ~~constituted~~ **constitute** material weaknesses,either individually or in the aggregate. **Control Environment** The Company ~~determined that it~~ failed to ~~support a strong culture of internal controls and~~ maintain a sufficient complement of qualified personnel to perform control activities. ~~This~~ **The lack of sufficient appropriately qualified personnel** contributed to **our** ~~the Company' s~~ failure to:(i) design and implement certain risk- mitigating internal controls;and (ii) consistently operate **our** ~~the Company' s~~ internal controls.The control environment material ~~weakness~~ **weaknesses** contributed to material weaknesses within our system of internal control over financial reporting in the Control Activities component of the COSO Framework.The Company did not maintain effective control activities based on the criteria

established in the COSO Framework **and** ~~.The Company~~ identified **the following** control deficiencies ~~as of December 31,2024~~ that constitute material weaknesses from the lack of effectively designed and implemented controls **,either individually or in the aggregate:• review and approval of manual journal entries,including implementing appropriate segregation of duties • complex transactions,inclusive of accounting for business combinations and the Company' s investment** related to **the SEMTH master lease agreement and the related interest income •** revenue recognition,including the review of **the** contracts upon inception and / or acquisition and the accounting for revenue recognition under ASC 606,Revenue from Contracts with Customers. **These deficiencies in** ~~Remediation Actions and Status A material weakness cannot be considered remediated until the applicable internal controls~~ **control activities contributed to the potential for there to** have been ~~designed,implemented,~~ **material accounting errors in multiple financial statement account balances and disclosures that would not** have ~~operated~~ **been prevented** ~~for~~ **or detected** ~~a sufficient period of time~~ **timely .However** ~~and management has concluded,through testing,that those controls~~ Accounting ~~Firm Because Spruce Power is a~~ **for Business Combinations and the Company' s Investment related to the SEMTH Master Lease Agreement and the related Interest Income As previously disclosed, the Company had not designed and maintained effective controls in connection with complex transactions, inclusive of accounting for business combinations and the Company' s investment related to the SEMTH Master Lease Agreement and the related interest income. Throughout 2024, to remediate this material weakness, the Company designed and implemented controls to address the identification, accounting, review and reporting of complex and / or** non- ~~accelerated filer, the~~ **routine transactions. The** Company ~~'~~ **has designed and implemented control activities, including controls related to the review of inputs and assumptions, that apply to portfolio acquisitions and other complex transactions. The Company completed the testing of the design and operating effectiveness of the new procedures and controls and, based on the results of this testing, as of December 31, 2024, the Company concluded that the controls are adequately designed, implemented and have operated effectively for a sufficient period of time to remediate the previously reported material weakness described above. 2025 Remediation Plan The Company is committed to supporting a strong culture of internal controls by designing, implementing and maintaining internal controls over financial reporting to maintain a strong internal control environment. In connection with the unremediated material weaknesses in internal control discussed above, management, with the oversight of the Audit Committee, has taken and continues to take comprehensive actions to fully remediate the identified material weaknesses. The Company'** s ~~independent registered public accounting firm is not required~~ **comprehensive remediation plan includes the following: • The Company developed and presented a training program educating control owners concerning financial statement risk and principles of the Internal Control- Integrated Framework issued by COSO (the " COSO Framework "), and continues** to ~~express~~ **invest in additional training opportunities related to the COSO Framework; • The Company created** an ~~opinion~~ **internal control department specifically focused** on **oversight** ~~the effectiveness~~ of the Company ~~'~~ **'** s internal control over financial reporting **through the establishment of structures, reporting lines, and appropriate authorities and responsibilities for professionals within the Company; • The Company is designing and implementing controls related to billing and revenue recognition of its revenue contracts, in accordance with ASC 606, Revenue from Contracts with Customers. This includes a combination of manual and automated controls as the Company has increased and is continuing to increase the use of automated controls to help mitigate the risk associated with manual intervention and human error. During the year ended December 31, 2024, the Company made significant progress hiring qualified personnel with specialized skill sets to further bolster the Company' s ability to provide an appropriate level of oversight activities related to internal control over financial reporting. These personnel have significantly contributed to the remediation efforts related to previously disclosed material weakness in control activities. Management believes that the Company is making significant progress toward achieving the effectiveness of its internal controls and disclosure controls and that, in many cases, the Company is making significant progress regarding the testing and evaluation of the operating effectiveness of controls related to the identified, unremediated material weaknesses. However, as the Company continues to evaluate and work to remediate the control deficiencies that resulted in a material weakness related to revenue recognition, the Company may determine that additional measures or time are required to address the issues fully, or that the Company will need to modify or otherwise adjust the remedial actions described above. The actions that Management is taking are subject to ongoing Management review, as well as Audit Committee oversight. Management will continue to assess the effectiveness of the Company' s internal control over financial reporting and take steps to remediate the known material weaknesses expeditiously. Changes in Internal Control over Financial Reporting Other than the remediation of certain of the material weaknesses discussed above, there have been no other changes in our internal control over financial reporting during the quarter ended December 31, 2024 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting** . Item 9B. Other Information **Rule 10b5- 1 Trading Arrangements During the three months ended December 31, 2024, none of our directors or officers (as defined in Rule 16a- 1 (f) of the Exchange Act) informed us of the adoption or termination of any Rule 10b5- 1 trading arrangement or any non- Rule 10b5- 1 trading arrangement (as such terms are defined in Item 408 of Regulation S- K of the Securities Act of 1933). Executive Severance Plan On November 5, 2024, the Compensation Committee of the Board approved the Executive Severance Plan, effective August 6, 2024, and its application to Christopher Hayes, our Chief Executive Officer. The Compensation Committee will consider applying the plan to other executives upon Mr. Hayes' recommendation. A description of the Executive Severance Plan is included in Item 11 of this Annual Report on Form 10- K. The description of the Executive Severance Plan is qualified by reference to the full text of the Executive Severance Plan, which is filed as Exhibit 10. 25 to this Annual Report on Form 10- K and is incorporated by reference herein. We currently plan to hold our 2025 Annual Meeting of Stockholders (the " 2025 Annual Meeting ") on June 24, 2025. The time and location of the 2025 Annual meeting, and the matters to be considered, will be as set forth in our definitive proxy statement for the 2025 Annual**

Meeting to be filed with the SEC. Because the expected date of the 2025 Annual Meeting is more than 30 days prior to the anniversary of the Company' s 2024 Annual Meeting of Stockholders, we are informing stockholders of the due dates for submissions of qualified stockholder proposals and stockholder director nominations. A stockholder proposal for inclusion in our proxy statement for the 2025 Annual Meeting pursuant to Rule 14a- 8 under the Exchange Act must have been received no later than February 24, 2025, which was the deadline disclosed in our 2024 proxy statement and we consider a reasonable time before we will begin printing and mailing proxy materials. A stockholder proposal or director nomination (including nominations pursuant to Rule 14a- 19 under the Exchange Act) outside of Rule 14a- 8 under the Exchange Act and pursuant to our Bylaws must have been received by the Company not later than April 10, 2025. In addition to our Bylaws, a stockholder shall also comply with all applicable requirements of state law and of the Exchange Act, and the rules and regulations thereunder. Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections **Not applicable.** PART III Item 10. Directors, Executive Officers, and Corporate Governance The information **concerning our executive officers** required by this Item ~~will be set~~ **10 is included in Part I of this Annual Report on Form 10- K under the caption " Information About Our Executive Officers. " Our Board of Directors Our Board of Directors (the " Board ") currently consists of seven members, classified into three classes (Classes A, B, and C) as follows: (i) John P. Miller and Eric Tech are Class A directors, (ii) Kevin Griffin, Christopher Hayes, and Clara Nagy McBane are Class B directors, and (iii) Jonathan J. Ledecky and Ja- chin Audrey Lee are Class C directors. Set** forth ~~in~~ **below is information regarding each of** the ~~sections headed~~ **seven members of the Board of Directors of the Company (the** " **Board ") as of the date of this filing. A brief biography of each person who serves as a director follows the table. NameAgePosition with the CompanyChristopher Hayes (1) 51Chief Executive Officer, President and Chair of the BoardEric Tech61DirectorKevin Griffin48DirectorJonathan J. Ledecky66DirectorJohn P. Miller67DirectorJa- chin Audrey Lee, Ph. D. 46DirectorClara Nagy McBane37Director (1) Christopher Hayes' biography and qualifications are discussed in Part I of this Annual Report on Form 10- K under " Information About Our Executive Officers ". Eric Tech has served as a member of the Board since December 2021 and served as Chief Executive Officer of the Company from December 1, 2021 until February 1, 2023. Mr. Tech brings nearly 35 years of automotive and mobility industry experience to the Company. From 2006 through 2018, he held senior leadership positions of increasing responsibility at Navistar International Corporation, a global manufacturer and marketer of medium- and heavy- duty vehicles and parts, finishing his career there as Senior Vice President of Corporate Development. The Board believes that, as former Chief Executive Officer, Mr. Tech is uniquely positioned to provide valuable insights on Company activities and potential strategic priorities, and his prior experience enables him to bring extensive knowledge of and insights into corporate development, strategy, and mergers and acquisitions. Kevin Griffin has served as a member of the Board since April 2019. Mr. Griffin founded MGG Investment Group in 2014 and serves as the Managing Partner, Chief Executive Officer, and Chief Investment Officer of the firm. In this capacity, Mr. Griffin is responsible for overseeing all strategic vision of the firm, including leading the Investment Committee and the investment process from origination through portfolio monitoring. Prior to launching MGG Investment Group, Mr. Griffin was a Managing Director with Highbridge Principal Strategies (now HPS Partners), where he was a senior member of the Specialty Lending Platform and a member of the Highbridge Credit Committee. In Addition, Mr. Griffin was part of Fortress Investment Group in charge of originating and underwriting investment opportunities for the Drawbridge Special Opportunities Fund. His experience also includes the Head of Private Investing for Octavian Funds, American Capital (one of the first publicly traded BDCs), and at Houlihan Lokey Howard & Zukin' s Investment Banking Division. Mr. Griffin also serves on the board of directors of KLDiscovery, which was formerly a public company until 2024. The Board believes that Mr. Griffin' s extensive business, investment, and mergers and acquisitions background provides significant benefits to the Board, including when analyzing and assessing acquisition opportunities. Jonathan J. Ledecky has served as a member of the Board since our inception. From inception until December 2020, Mr. Ledecky served as Chairman and Chief Executive Officer of the Company. Mr. Ledecky has been a co- owner of the National Hockey League' s New York Islanders franchise since October 2014. He also serves as an Alternate Governor on the Board of Governors of the NHL and as President of NY Hockey Holdings LLC. Mr. Ledecky has also served as chairman of Ironbound Partners Fund, LLC, a private investment** ~~Management~~ **management fund, since March 1999. He has served as Chief Executive Officer and Chief Financial Officer of Yale Transaction Finders Inc. since March 2022. He served as President and Chief Financial Officer and as a director of Newtown Lane Marketing, Incorporated from October 2015 until it consummated its merger with Cyxtera Cybersecurity, Inc. (d / b / a AppGate), a cybersecurity company, in October 2021. He continued to serve as a director of AppGate, Inc. until July 2024. He served as the President and Chief Operating Officer and as a director of Northern Star Acquisition Corp. from September 2020 until it consummated an initial business combination with Barkbox, Inc., an omnichannel brand serving dogs across the four key categories of play, food, health, and home, in June 2021 (NYSE: BARK). He continued to serve as a director Bark, Inc. from such date until November 2022. From November 2020 to December 2024, he served as the President, Chief Operating Officer, and a director of each of Northern Star Investment Corp. II, Northern Star Investment Corp. III, and Northern Star Investment Corp. IV, each a blank check company that was unable to consummate an initial business combination and dissolved. From October 2020 until December 2023, he also served as chairman of the board of directors of Pivotal Investment Corporation III, a blank check company that was unable to consummate an initial business combination and dissolved. From August 2018 to December 2019, he served as chairman and Chief Executive Officer of Pivotal Acquisition Corp. (NYSE: PVT), a blank check company that consummated an initial business combination with KLDiscovery Inc., a leading global provider of eDiscovery, information governance, and data recovery solutions to corporations, law firms, insurance companies, and individuals, in December 2019. Mr. Ledecky served as a director of KLDiscovery until June 2021. The Board believes**

that Mr. Ledecky' s lengthy history of acquisitions and his knowledge of emerging market opportunities provides a dynamic voice to Board discussions and deliberations. John P. Miller has served as a member of the Board since March 2022. Mr. Miller has over 40 years of broad- based executive management experience in the transportation, manufacturing, and distribution industries in both public and private equity companies. From 2017 to 2021, he served as Chief Executive Officer of Power Solutions International (NASDAQ: PSIX), a leader in the design, engineering, and manufacturing of a broad range of advanced, emission- certified engines and power systems. Prior to Power Solutions, from 2008 to 2016, Mr. Miller served in operational and financial management positions of increasing responsibility at Navistar International Corporation, a global manufacturer and marketer of medium- and heavy- duty vehicles and parts, including as Senior Vice President of Operations and Corporate Finance. Mr. Miller has served on the board of directors of Capstone Green Energy Holdings, Inc. (OTC: CGEH) since February 2024. The Board believes that Mr. Miller brings extensive expertise in financial management and strategic planning, which is especially valuable to the Board as continued exploration of short- and longer- term growth strategies occurs. Ja- chin Audrey Lee, Ph. D. has served as a member of the Board since April 2024. Dr. Lee is a clean energy executive with 20 years of experience in the private and public sectors. She is a strategic leader pioneering the next generation of energy solutions with expertise at the intersection of technology, product, and market development. Since 2021, Dr. Lee has served as Senior Director of Datacenter Energy Partnerships at Microsoft Corporation, where she leads a global strategic function that conducts energy system analysis, identifies risk and opportunities to decarbonize and secure power capacity for datacenters, develops the business case for energy technology solution integration, creates external partnership models, collaborates across internal datacenter development functions, and develops playbooks for implementation and scaling. From 2017 to 2020, she served as Vice President of Energy Services at Sunrun Inc., a leading provider of residential solar systems, where she helped steer the company' s transition to a leading distributed, behind- the- meter solar, storage, and energy services company. She serves on the board of directors of Redaptive, Inc., an Energy- as- a- Service provider that funds and installs energy- saving and energy- generating equipment. Dr. Lee volunteered as Co- Chair and Co- Founder of Clean Energy for Biden and currently serves on the Clean Energy for America Education Fund. Dr. Lee also serves on the governing board of the Linux Foundation Energy, a non- profit that provides a community to build shared digital investments to transform the energy sector. She previously served on the board of directors of ArcLight Clean Transition Corp. (NASDAQ: ACTC) until its merger with Proterra Inc. in June 2021. The Board believes that Dr. Lee' s substantial experience in the renewable energy industry and with critical power solutions allow her to bring extensive knowledge and insights into the Company' s business and growth strategies. Clara Nagy McBane has served as a member of the Board since June 2024. Ms. McBane is the founder and Chief Executive Officer of Ventura Energy, which was formed in 2021 and is a developer of behind- the- meter and community scale solar and energy storage systems. Since 2024, Ms. McBane has also served as the Chief Executive Officer of Ventura Energy Partners. From 2019 until 2022, she served as Senior Vice President of Business Development, U. S. at Source Global, PBC, which provides off- grid, renewable drinking water to communities, homes, corporate campuses, hotels, islands without infrastructure, remote work sites, and other applications. Prior to working at Source Global, PBC, Ms. McBane served as Director of Business Development at Advance Microgrid Solutions (which was sold to Fluence Energy, Inc.) from 2018 to 2019. Ms. McBane has worked in the renewables industry for the last 14 years and is an expert in renewable energy finance and operations. With a background in renewable energy development, infrastructure resilience, and complex technical sales, Ms. McBane has a proven track record of building and scaling organizations. She has originated, developed, and operated renewable energy assets globally, including solar, energy storage, and hydroelectric projects, which provides her with a deep understanding of energy markets, regulatory landscapes, and sustainable infrastructure investments. The Board believes that Ms. McBane brings a unique combination of entrepreneurial leadership, technical expertise, and strategic business development experience to the Board, as well as extensive experience in the renewables industry. There are no family relationships among any of the directors or executive officers of the Company. Pursuant to a Cooperation Agreement, dated as of June 21, 2024 (the " Cooperation Agreement "), between the Company and Clayton Capital Appreciation Fund, L. P. and Clayton Partners LLC (collectively, " Clayton "), the Board appointed Ms. McBane as a director on June 21, 2024 to serve as a Class B director with a term expiring at the Company' s 2025 Annual Meeting of Stockholders (the " 2025 Annual Meeting ") and to hold office until her successor has been duly elected and qualified or until her earlier death, resignation, or removal. The Company also agreed to appoint Ms. McBane to the Compensation Committee and Nominating and Corporate Governance **~~"~~ Committee. The Cooperation Agreement includes various terms, conditions,** and **provisions, including that ~~" Delinquent Section 16 (a) Reports " in~~** the **~~Proxy Statement~~ Company shall consider nominating Ms. McBane** for **re- election to** the **~~2024~~ 2025 Annual Meeting in good faith and in the same manner the Board considers the nomination of all incumbent directors. Under the Cooperation Agreement, subject to certain exceptions, Clayton agreed to vote at each of the Company' s** annual **~~meeting~~ meetings** of stockholders **~~which~~ all of its beneficially owned shares of the Company' s common stock in accordance with the Board' s recommendation with respect to all nominations and other proposals submitted to stockholders at such annual meetings. In addition, the Cooperation Agreement provides for certain customary standstill provisions that restrict Clayton from, among other things, engaging in any solicitation of proxies with respect to the voting securities of the Company or acquiring any securities of the Company that would result in Clayton having beneficial ownership of more than 14. 9 % of the Company' s common stock. Unless otherwise mutually agreed to in writing by each party, the Cooperation Agreement** will **~~be filed~~ remain in effect until the date that is the earlier of (i) the date Clayton receives notice that the Company will not nominate Ms. McBane for re- election to the Board at the 2025 Annual Meeting, (ii) immediately following the closing of the polls on the election of directors at the 2025 Annual Meeting, (iii) August 31,**

2025 if the 2025 Annual Meeting has not been held by that date, and (iv) in the event that any party materially breaches the Cooperation Agreement, the date that is 30 calendar days following written notice of such breach from the non-breaching party, if such breach (if capable of being cured) has not been cured by such date, or, if impossible to cure within ~~120~~ **30 calendar** days **, such party has not taken substantive action to correct** ~~after the end of the fiscal year and is incorporated in this report~~ by ~~reference~~ **such date** . ~~The Company has adopted a code of ethics~~ **Other than the Cooperation Agreement, there are no arrangements** ~~for~~ **or understandings between any** ~~directors~~ **director or** ~~, officers (including its principal~~ executive officer ~~, principal financial~~ **and any other person pursuant to which such director or executive** officer ~~and principal accounting officer) and employees, known as~~ **was** ~~Our~~ **or is to be appointed Committees of our Board The Board has the following standing committees: Audit Committee, Compensation Committee and Nominating and** Corporate **Governance Committee** ~~Code of Conduct and Ethics and Whistleblower Policy~~ . **Each committee' s charter** ~~A copy of Our Corporate Code of Conduct and Ethics and Whistleblower Policy~~ is available on **our** ~~the Company' s~~ website at www. sprucepower. com under ~~the~~ **About > Investors >** Governance ~~,~~ **>** Documents ~~and~~ **&** Charters ~~section of our Investors page~~ . The **current members** ~~Company will promptly disclose on its website (i) the nature of any amendment to the policy that applies to the Company' s principal executive officer, principal financial officer and principal accounting officer or persons performing similar functions and (ii) the nature of any waiver, including an implicit waiver, from a provision of the policy that is granted to one of these specified individuals, the name of such person who is granted the waiver and the date of the waiver. The Audit Committee~~ of the Company' s ~~Board of Directors is an " audit committee " for purposes of Section 3 (a) (58) (A) of the Securities Exchange Act of 1934. The members of the~~ Audit Committee are John P. Miller (Chair), **Jonathan J. Ledecky, and Clara Nagy McBane. John P. Miller is an audit committee financial expert, under SEC rules as determined by the Board. All members of the Audit Committee are independent under the New York Stock Exchange listing standards and the heightened independence requirements applicable to audit committee members under SEC rules. All members of the Audit Committee are also financially literate in accordance with the New York Stock Exchange listing standards. Code of Ethics The Company has a Corporate Code of Conduct and Whistleblower Policy (the " Code of Conduct ") that applies to all of our employees, including our principal executive officer, principal financial officer, principal accounting officer or control or persons performing similar functions, and employees. The Code of Conduct is available on our website at www. sprucepower. com under About > Investors > Governance > Documents & Charters. We intend to provide any required disclosure of an amendment to or waiver from our Code of Conduct that applies to our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions, on our website at www. sprucepower. com promptly following the amendment or waiver. We may elect to disclose any such amendment or waiver in a report on Form 8- K filed with the SEC either in addition to or in lieu of the website disclosure. Insider Trading Policy The Company has adopted insider trading policies and procedures governing the purchase, sale, and / or other dispositions of the Company' s securities by directors, officers and employees, and the Company itself, that are reasonably designed to promote compliance with insider trading laws, rules and regulations, and any listing standards applicable to the Company. The Company' s Insider Trading Policy prohibits our employees, including officers, and directors from pledging or engaging in hedging or similar transactions in the Company' s securities, including but not limited to, prepaid variable forwards, equity swaps, collars, exchange funds, puts, calls, and short sales. The Company' s Insider Trading Policy is attached to this Annual Report on Form 10- K as Exhibit 19. 1. Delinquent Section 16 (a) Reports Section 16 (a) of the Exchange Act requires the Company' s directors and executive officers, and persons who own more than 10 % of a registered class of the Company' s common stock, to file with the SEC initial reports of ownership and reports of changes in ownership of the Company' s common stock and other equity securities. To the Company' s knowledge, based solely on a review of the reports filed for the fiscal year and related written representations, the Company believes that all of our executive officers and directors filed the required reports on a timely basis under Section 16 (a), except for Kevin Griffin, Jonathan Ledecky, John Miller, Ja- chin Audrey Lee, and Clara Nagy McBane, who each reported one transaction late on a Form 4; Eric Tech, who reported three transactions late on one Form 4; Jonathan Norling and Sarah Weber Wells, who each reported one transaction late on a Form 4; and Christian Fong, a former executive officer and director, who reported two transactions late on two Form 4s. Item 11. Executive Compensation Executive Officer Compensation1 This section explains our executive compensation program for our named executive officers (" NEOs ") and the decisions made with respect to the compensation of our NEOs in 2024. This section also describes the process of the Company' s Compensation Committee (the " Compensation Committee ") and Board for making compensation decisions, as well as the rationale for specific decisions related to the fiscal year ended December 31, 2024. Our NEOs for 2024 were: 1 The Company qualifies as a " smaller reporting company " under the rules promulgated by the SEC, and have elected to comply with the disclosure requirements applicable to smaller reporting companies. NamePositionChristopher HayesPresident and Chief Executive OfficerChristian Fong (1) Former President and Chief Executive OfficerSarah Weber WellsChief Financial OfficerJonathan M. NorlingChief Legal Officer (1) Mr. Fong was appointed as President on September 9, 2022 and became Chief Executive Office on February 1, 2023. Effective April 12, 2024, Mr. Fong was replaced by Mr. Hayes as President and Chief Executive Officer. Compensation Practices & Policies We believe the following practices and policies within our program promote sound compensation governance and are in the best interests of our stockholders and executives: What We DoWhat We Don' t Do • Maintain anti- hedging and anti- pledging policies • No tax gross ups • Provide for" double- trigger" equity award vesting and severance benefits upon a change in control • No repricing or exchange of underwater options without stockholder approval • Use an independent compensation consultant • No option or stock appreciation rights granted below fair market value • No supplemental executive retirement plans What Guides our Program Executive Compensation Philosophy and Objectives Our executive compensation philosophy is**

driven by the following guiding principles that underpin the critical connections between performance, long- term value creation, talent management, compensation governance, and our cultural values: • Competitively Positioned: Target compensation should be competitive with that being offered to individuals in comparable roles at other companies with which the Company competes for talent to ensure that we employ the best people to lead our success. • Performance- Driven and Stockholder- Aligned: A meaningful portion of total compensation should be variable and linked to the achievement of specific short- and long- term performance objectives and designed to drive stockholder value creation. • Responsibly Governed: Decisions about compensation should be guided by appropriate governance standards and rigorous processes that encourage prudent decision- making. Elements of Pay: Total Direct Compensation Our executive compensation philosophy is supported by the following principal elements of pay: Pay ElementHow It' s PaidPurposeBase SalaryCash (Fixed) Provides a competitive base salary rate relative to similar positions in the market and enables the Company to attract and retain critical executive talent, rewards overall performance by our executive officers and provides a degree of financial stability for each of our executive officers. Annual IncentivesCash (Variable) Reward executives for delivering on annual strategic objectives that we believe contribute to the creation of stockholder value and help us attract and retain critical executive talent. Long- Term IncentivesEquity (Variable) Help us attract and retain executive talent, which we believe helps drive the creation of stockholder value. Executive Compensation Decision- Making Process The Role of the Compensation Committee. The Compensation Committee oversees the executive compensation program for our NEOs. The Compensation Committee is comprised of independent, non- employee members of the Board. The Compensation Committee works closely with its independent consultant and management to examine the effectiveness of the Company' s executive compensation program throughout the year. Details of the Compensation Committee' s authority and responsibilities are specified in its charter, which may be accessed at our website at https: / / investors. sprucepower. com / governance / documents- and- charters / default. aspx. The Compensation Committee makes all final compensation and equity award decisions regarding our NEOs, except for the CEO, whose compensation is determined by the independent members of the Board, based upon the recommendation of the Compensation Committee. The Role of Management. Members of our management team attend regular meetings where executive compensation, Company and individual performance, and competitive compensation levels and practices are discussed and evaluated. However, they do not participate in discussions about their own pay. Only Compensation Committee members vote on decisions regarding NEO compensation. The CEO reviews his recommendations pertaining to other executives' (non- NEOs) pay with the Compensation Committee, providing transparency and oversight. Decisions on non- NEO pay are made by the CEO. The CEO does not participate in the deliberations of the Compensation Committee or Board regarding his own compensation. Independent members of the Board make all final determinations regarding CEO compensation. The Role of the Independent Consultant. The Compensation Committee engages an independent compensation consultant to provide expertise on competitive pay practices, program design, and an objective assessment of any inherent risks of any programs. Pursuant to authority granted to it under its charter, the Compensation Committee has Meridian Compensation Partners, LLC (" Meridian ") as its independent consultants. Meridian report directly to the Compensation Committee and did not provide any additional services to management. The Compensation Committee has conducted an independence assessment of Meridian in accordance with SEC rules. The Role of Peer Group Companies. The Compensation Committee strives to set a competitive level of total compensation for each NEO as compared with executive officers in similar positions at peer companies. For purposes of setting 2024 compensation levels, the Compensation Committee did not reference a specific peer group or conduct formal benchmarking, but subjectively took into account publicly available data of similarly sized and situated companies and industry specific survey data. This market data was not the sole determinant in setting pay levels for the NEOs. Actual pay levels can be above or below the targeted levels depending on the Compensation Committee' s subjective evaluation of factors such as experience, individual or company performance, tenure, employee potential, unique skills, criticality of the position to the Company, and other factors. In general, the Compensation Committee desires to balance general internal and external equity and reserves the right to use discretion to deviate when necessary to recruit employees and / or retain the right talent. 2024 Executive Compensation Program in Detail Base salary represents annual fixed compensation and is a standard element of compensation necessary to attract and retain executive leadership talent. Base salary also rewards overall performance and provides a degree of financial stability for our NEOs. In making base salary decisions, the Compensation Committee considers the CEO' s recommendations, as well as each NEO' s position and level of responsibility within the Company. The Compensation Committee (and the Board with respect to the CEO) takes into account factors such as competitive market data as well as individual performance, experience, tenure, internal equity, and employee potential. The Compensation Committee did not assign relative weighting to these factors when determining the base salary of any NEO, but the Compensation Committee made subjective determinations that the amounts of base salary were appropriate considering all of these factors collectively. The 2024 Short- Term Incentive Compensation Plan (" STIC ") provided our NEOs the opportunity to earn a performance- based annual cash bonus. The STIC is administered by the Compensation Committee with input from our Chief Executive Officer. Under the STIC, each NEO' s target annual bonus opportunity is expressed as a percentage of the NEO' s base salary and is established based on the NEO' s level of responsibility and his or her ability to impact overall results. These targets were established based on recommendations from our independent consultant. Target award opportunities for 2024 were as follows: Name2024 Base SalaryBonus Target (% of Base Salary) Bonus at Target ($) Christopher Hayes ~~and~~ **$ 650, 000 100 % $ 650, 000 Christian Fong (1) $ 650, 000 100 % $ 650, 000 Sarah Weber Wells (2) $ 345, 000 50 % $ 172, 500** Jonathan ~~Ledecky~~ **M** . **Norling (3) $ 315, 000 50 % $ 157, 500 (1) Mr. Fong ceased serving as the Company' s President and Chief Executive Officer as of April 12, 2024. As discussed below, upon**

his separation, Mr. Fong was eligible for severance per the terms of his employment agreement, including 1. 5 times his target bonus. (2) Ms. Wells' base salary increased to $ 345, 000 effective as of November 24, 2024. (3) Mr. Norling' s base salary increased to $ 315, 000 effective as of February 4, 2024. The Compensation Committee selected organizational performance measures for all NEOs and departmental performances for all NEOs other than the Chief Executive Officer. Each NEO' s target annual bonus opportunity was weighted among these measures, and each NEO' s performance was used to determine the NEO' s eligibility for the annual bonus payment. Under the terms of the STIC, cash payments may range from 0 % to 200 % of each NEO' s target annual bonus opportunity. The Compensation Committee has the discretion to increase or decrease an annual bonus award in light of considerations it deems relevant and appropriate. Organizational Performance Measures. The selected organizational performance objectives for 2024 and their respective weightings are outlined below: Corporate Profitability35 % Operations & Servicing Excellence40 % Reporting Accuracy & Timeliness25 % Total100 % The selected corporate profitability measures for 2024 and their threshold, target, stretch, and maximum performance levels are outlined below: Corporate Performance MeasureThresholdTargetStretchMaximumAdjusted Free Cash Flow (1) $ 2, 700, 000 $ 5, 400, 000 $ 10, 000, 000 $ 15, 000, 000 New Business Net Revenue $ 1, 600, 000 $ 3, 200, 000 $ 5, 000, 000 $ 15, 000, 000 Systems / Contracts Owned74, 730 85, 000 90, 000 95, 000 (1) The Company defines Adjusted Free Cash Flow as Operating EBITDA less project finance debt service, platform capital expenditures, and other non- cash items. Project finance debt service represents principal and interest payments, including sweeps where applicable, on the Company' s non- recourse, project finance debt facilities. Other non- cash items represent miscellaneous non- cash income or expense associated with our various operating portfolios of residential solar assets. We define Operating EBITDA as Adjusted EBITDA plus proceeds from investment in master lease agreement, net, proceeds from buyouts / prepayments and interest earned on cash investments. Proceeds from investment in lease agreement, net, represent cash flows from the Company' s Spruce Power 4 Portfolio, which holds the 20- year use rights to customer payment streams of approximately 22, 500 solar lease and power purchase agreements, net of servicing costs. Proceeds from buyouts / prepayments represent cash inflows from the early buyout of customer solar contracts and cash inflows from the prepayment of customer solar contracts. Interest earned on cash investments represent cash interest received on investments in money market funds / U. S. Treasury securities. We defined EBITDA as our consolidated net income (loss) and adding back interest expense, net, income taxes, and depreciation and amortization. Adjusted EBITDA excludes certain identified items that we do not consider to be part of our ongoing business. The selected operations & servicing excellence objectives for 2024 involved (1) the PPA lease portfolio' s adjusted gross collections, (2) average customer care satisfaction ratings, and (3) the portfolio technology build- out. The selected reporting accuracy & timeliness objectives for 2024 related to the Company' s internal and external reporting. Departmental Performance Measures. Departmental performance measures are respective to each NEO' s department (s) of responsibility in the Company. The average of the weighted scores of each NEO' s respective department (s) is used to measure the NEO' s departmental performance. The selected departmental performance objectives for 2024, respective to NEO Sarah Weber Wells, weightings are outlined below: Accounting40 % Financial Planning & Analysis25 % Treasury25 % Internal Audit10 % Total100 % The selected departmental performance objectives for 2024, respective to NEO Jonathan Norling, weightings are outlined below: Legal80 % Asset Disposition20 % Total100 % STIC Results. In determining bonus target achievement, the Compensation Committee measured results against goals, and additionally considered other events that occurred during the fiscal year, for which NEO leadership was critical, as well as each NEO' s performance. The payouts under the STIC to our NEOs for 2024 performance were approved in February 2025 at the following levels: NameActual Bonus ValuePercentage of Target BonusChristopher Hayes $ 650, 000 100 % Christian Fong $ — — % Sarah Weber Wells $ 163, 358 95 % Jonathan M. Norling $ 100, 000 63 % Long- Term Equity Incentives In 2024, the Compensation Committee determined that all long- ~~Item~~ term equity incentives would be granted in the form of restricted stock units (" RSUs "), with a four- year vesting schedule of 25 % per year on the anniversary date of grant. The Compensation Committee believes that RSUs best align the interests of award recipients with those of our stockholders based on recommendations from our independent consultant. The long- term nature of the RSUs creates performance and retention incentives for recipients. The Company continues to evolve as a business and recognizes that the structure of our equity program must evolve with the transition of our business strategy. The Compensation Committee continues to evaluate its approach to long- term equity incentive compensation and is committed to putting forth a program that aligns the interest of our executives and stockholders each year. The 2024 awards for each NEO were as follows: NameOptionsOptions Grant Date Fair Value (1) ($) RSUsRSUs Grant Date Fair Value (2) ($) Christopher Hayes295, 229 $ 773, 500 88, 636 $ 296, 391 Christian Fong (3) — — 278, 340 $ 1, 007, 591 Sarah Weber Wells — — 119, 020 $ 430, 852 Jonathan M. Norling — — 119, 020 $ 430, 852 (1) Reflects the grant date fair value of such award computed in accordance with FASB ASC Topic 718. (2) Individual award amounts reflect the grant date fair values of such awards computed in accordance with FASB ASC Topic 718. (3) Of the 278, 340 RSUs that were awarded to Mr. Fong on April 1, 2024, 97, 994 vested on May 10, 2024, and the remainder of the RSUs were cancelled given his separation from the Company on April 12, 2024. Other Benefits and Perquisites Our NEOs are eligible to participate in our employee benefit plans, including medical, dental, vision, and life insurance plans, in each case on the same basis as all of our other employees. The Company pays premiums for the life insurance for all employees, including our NEOs. The Company generally does not provide perquisites or personal benefits. 401 (k) Plan and Employee Stock Purchase Plan The Company maintains a 401 (k) plan that provides eligible employees with an opportunity to save for retirement on a tax advantaged basis. Eligible employees are able to defer eligible compensation up to certain Code limits, which are updated annually. The Company provides for safe harbor matching contributions equal to 100 % on the first 3 % of an employee' s eligible earnings deferred and an additional 50

% on the next 2 % of an employee' s eligible earnings deferred. Employee elective deferrals and safe harbor matching contributions are 100 % vested at all times. The 401 (k) plan is intended to be qualified under Section 401 (a) of the Code, with the related trust intended to be tax exempt under Section 501 (a) of the Code. As a tax- qualified retirement plan, contributions to the 401 (k) plan are deductible by us when made, and contributions and earnings on those amounts are not generally taxable to the employees until withdrawn or distributed from the 401 (k) plan. Impact of Tax and Accounting The Company regularly considers the various tax and accounting implications of our compensation plans. When determining the amount of long- term incentives and equity grants to executives and employees, the compensation costs associated with the grants are reviewed, as required by FASB ASC Topic 718. While considering tax deductibility as only one of several considerations in determining compensation, the Audit Committee believes that the tax deduction limitation should not compromise its ability to structure compensation programs that provide benefits to the Company that outweigh the potential benefit of a tax deduction, and therefore, may approve compensation that is not deductible for tax purposes. Policies and Practices Related to the Grant of Certain Equity Awards Our long- term incentive compensation does not currently include regular stock option grants. In fiscal 2024, such compensation consisted solely of RSUs. Outside of the annual grant cycle, we may make RSU or stock option awards in connection with a new hire package, retention grant or severance package. Equity awards, including stock options, are not granted in anticipation of the release of material non- public information, and the release of material non- public information is not timed on the basis of option or other equity grant dates. Consistent with this practice, during fiscal 2024, we awarded stock options to Mr. Hayes on the day he became our President and CEO in the period beginning four business days before our filing of a periodic report on Form 10- K. Pursuant to SEC Rules, we are providing the following information relating to such stock options awarded to Mr. Hayes: NameGrant dateNumber of securities underlying the awardExercise price of the award ($ / Sh) Grant date fair value of the award ($) Percentage change in the closing market price of the securities underlying the award between the trading day ending immediately prior to the disclosure of material nonpublic information and the trading day beginning immediately following the disclosure of material nonpublic information (%) Christopher HayesApril 12, 2024295, 229 $ 3. 75 $ 773, 500 (3. 98) 2024 Summary Compensation Table The following table sets forth information regarding the compensation to our NEOs for the years ended December 31, 2024 and 2023. Name and principal positionYearSalary ($) Bonus ($) (3) Stock Awards ($) (1) Option Awards ($) (2) Nonequity incentive plan compensation ($) All Other Compensation ($) (4) Total ($) Christopher HayesPresident and CEO (5) 2024450, 000 650, 000 296, 391 773, 500 — 26, 875 2, 196, 766 Christian Fong (7) 2024266, 355 — 1, 007, 591 — — 808, 537 2, 082, 483 Former President and CEO (6) 2023650, 000 650, 000 — — — 17, 900 1, 317, 900 Sarah Weber Wells2024315, 577 163, 358 430, 852 — — 11 , 539 921, 326 Chief Financial Officer and Head of Sustainability2023285, 346 120, 000 403, 380 — 13, 579 822, 305 Jonathan M . Norling2024313, 269 100, 000 430, 852 — — — 844, 121 Chief Legal Officer2023297, 462 150, 000 429, 110 — 6, 250 882, 822 (1) Amounts shown in this column reflect the grant date fair value for restricted stock units granted during the fiscal years ended December 31, 2024 and 2023 to our NEOs, computed in accordance with FASB ASC Topic 718, based on the closing price of the Company' s stock on the date of grant. The amounts for 2023 now reflect the grant date fair value for restricted stock units granted during the fiscal year ended December 31, 2023. (2) Amounts shown in this column reflect the grant date fair value for options granted during the fiscal years ended December 31, 2024 and 2023 to our NEOs, calculated using the Black- Scholes option pricing model based on assumptions set forth in Note 13 to the Company' s financial statements in its Annual Report on Form 10- K. (3) The amounts in this column reflect the amount earned under the STIC in 2023 and 2024. In each case, these amounts were paid in the year following the year in which the performance criteria were achieved. For fiscal year 2023, amounts were previously reported for amounts the Company paid to the NEOs in 2023 for 2022 performance under the STIC. The amounts for 2023 now reflect the amount earned for 2023 performance under the STIC to be consistent with reporting guidelines and for comparison purposes. (4) For fiscal year 2024, includes (i) $ 26, 875 paid to Mr. Hayes in connection with his Board service prior to becoming the CEO; (ii) $ 808, 537 paid to Mr. Fong in connection with his separation from the Company in accordance with his employment agreement; and (iii) an $ 11, 539 Company contribution to Ms. Wells' 401 (k) plan. (5) Mr. Hayes was appointed as the Company' s President and CEO effective as of April 12, 2024. (6) Mr. Fong ceased serving as the Company' s President and CEO effective as of April 12, 2024. (7) On April 1, 2024, Mr. Fong was awarded 278, 340 RSUs. Of this amount, 97, 994 vested on May 10, 2024, and the remainder of the RSUs were cancelled given his separation from the Company on April 12, 2024. Outstanding Equity Awards at 2024 Fiscal Year- End The following table shows certain information with respect to unexercised options and unvested restricted stock units held by our NEOs as of December 31, 2024. Outstanding Equity Awards at 2024 Fiscal Year- EndOption AwardsStock AwardsNameNumber of securities underlying unexercised options (#) exercisableNumber of securities underlying unexercised options (#) unexercisableEquity incentive plan awards: Number of securities underlying unexercised unearned options (#) Option exercise price ($) Option expiration dateNumber of shares or units of stock that have not vested (#) Market value of shares or units of stock that have not vested ($) (1) Equity incentive plan awards: Number of unearned shares, units or other rights that have not vested (#) Equity incentive plan awards: Market or payout value of unearned shares, units or other rights that have not vested ($) Christopher Hayes — — 295, 229 (2) 3. 75 April 12, 2024 — — — — 1, 968 — — 54. 48 May 25, 2031 — — — — 446 — — 113. 36 February 25, 2031 — — — — 35, 801 — — 2. 16 April 21, 2030 — — — — 11, 934 — — 1. 92 May 3, 2028 — — — — — — — — — 88, 636 (3) $ 263, 249 — — Christian Fong — — — — — — — — — Sarah Weber Wells — — — — — 185, 960 (4) $ 552, 301 — — Jonathan M. Norling — — — — — 198, 739 (5) $ 590, 255 — — (1) The amounts in this column represent the aggregate fair market value of restricted stock unit awards as of December 31, 2024, based on the closing price of the Company' s common stock on December 31, 2024, which was $ 2. 97. (2) Scheduled to vest 25

% per year on April 12, 2025, April 12, 2026, April 12, 2027, and April 12, 2028. (3) Of these shares, 21, 159 shares vest on each of April 14, 2025, April 12, 2026, April 12, 2027, and April 12, 2028. (4) Of these shares, 29, 755 shares vest on each of April 1, 2025, April 1, 2026, April 1, 2027, and April 1, 2028; 15, 188 shares vest on each of April 3, 2025, April 3, 2026, and April 3, 2027; and 10, 689 shares vest on each of September 9, 2025 and September 9, 2026. (5) Of these shares, 29, 755 shares vest on each of April 1, 2025, April 1, 2026, April 1, 2027, and April 1, 2028; 16, 156 shares vest on each of April 3, 2025, April 3, 2026, and April 3, 2027; and 15, 625 shares vest on each of September 9, 2025 and September 9, 2026. Employment Agreements and Severance Agreements In connection with Mr. Hayes' appointment as President and Chief Executive Officer of the Company, Mr. Hayes and the Company entered into a CEO Offer Letter (the " Hayes Offer Letter ") on April 12, 2024, under which Mr. Hayes' service to the Company as its President and Chief Executive Officer commenced on April 12, 2024 and will continue until terminated by the Company or Mr. Hayes. The Hayes Offer Letter provides for (a) an initial annual base salary of $ 650, 000 and (b) an annual cash bonus opportunity with a target of 100 % of his base salary to be based on achieving annual performance metrics determined by the Board or as may be payable by the Board in its discretion. Mr. Hayes was also awarded equity awards effective on April 12, 2024 valued at 170 % of his initial base salary, with 70 % of such equity awards being in the form of stock options to purchase shares of the Company' s common stock and 30 % of such equity awards being in the form of RSUs. These equity awards vest in equal annual installments over four years following April 12, 2024, subject to Mr. Hayes' continued service on the applicable vesting date. Mr. Hayes is eligible to participate in the employee benefits offered by the Company in accordance with the applicable terms of the benefit program, plan or arrangement. The Hayes Offer Letter requires Mr. Hayes to comply with certain non- disclosure, non- competition and non- solicitation covenants. Mr. Hayes is eligible for severance benefits and payments under the Executive Severance Plan discussed below. Until April 12, 2024, Mr. Fong was employed by the Company under an Executive Employment Agreement originally entered into on September 9, 2022 (the " Fong Employment Agreement "). The Company employed Mr. Fong as the Company' s President and CEO until April 12, 2024, and in 2024, paid Mr. Fong an annual base salary of $ 650, 000. Pursuant to the Fong Employment Agreement, Mr. Fong was eligible to receive an annual cash bons pursuant to the Company' s bonus plan offered to Company executives, with a target bonus equal to 100 % of his then- current base salary. The annual performance bonus would be based on achieving annual performance metrics determined by the Compensation Committee (or Board) in its sole discretion. The Fong Employment Agreement also provided that Mr. Fong would be entitled, during his employment, to participate in and be covered the health and welfare benefit plans and programs maintained by the Company for the benefit of its employees. On April 12, 2024, the Company and Mr. Fong entered into an Executive Separation Agreement (the " Fong Separation Agreement "). Pursuant to the Fong Separation Agreement, Mr. Fong was eligible for severance per the terms of the Fong Employment Agreement, subject to Mr. Fong' s execution of a separation agreement and release of claims. Under the Fong Employment Agreement, Mr. Fong received the following severance benefits: (a) continuing payments in an amount equal to the sum of eighteen months of his then- current annual base salary of $ 650, 000 and 1. 5 times his target bonus, payable ratably over an eighteen month period (less all customary and required taxes and employment related deductions), (b) acceleration of unvested equity grants with time- based vesting that would have vested during the twelve month period following April 12, 2024, and (c) a lump sum payment equal to COBRA premiums at active employee rates for eighteen months, which Mr. Fong is obligated to repay to the Company to the extent he obtains subsequent medical coverage and has unused months of COBRA coverage. Ms. Wells, who currently serves as Chief Financial Officer of the Company, is subject to an at- will employment offer letter dated October 25, 2018. The offer letter contemplates an annual base salary and certain other benefits, as subsequently amended effective June 13, 2024. For fiscal year 2024, Ms. Wells' base salary was $ 315, 000 until November 11, 2024, when her salary was increased to $ 345, 000. In the event the Company terminates Ms. Wells' employment without cause (not including any termination of employment due to death or disability), and provided that such termination is a " separation from service " under Section 409A of the Internal Revenue Code of 1986, as amended, (the " Code ") then Ms. Wells is entitled to a lump sum separation payment equal to twelve months of her current base salary and a prorated target bonus (if separation is after October 1st of the current year, full target bonus is paid), less applicable withholdings, subject to her signing and not revoking a release of claims. If a change of control of the Company occurs and (a) within a period of twenty- four months following the change of control, or (b) within a period of ninety days preceding the change of control if the termination is related to the change of control, Ms. Wells' employment is terminated without cause, or she terminates her employment for good reason, then in addition to normal wages, Ms. Wells shall receive: (a) payments in an amount equal to the sum of eighteen months of the then- current base salary and a prorated target bonus (if the change of control is after October 1st of the current year, full target bonus is paid), with the sum payable ratably over an eighteen month period, less all customary and required taxes and employment- related deductions, in accordance with the Company' s normal payroll practices (provided such payments shall be made at least monthly), (b) full vesting of any and all equity awards outstanding as of the date of her termination, and (c) a COBRA payment payable ratably over a twelve month period (and Ms. Wells shall have a duty to inform the Company of a subsequent medical coverage to which she is entitled, with repayment to the Company of COBRA premiums for unused months of coverage). " Change of Control " means the occurrence of any of the following events: (i) any " Person " (as such term is used in Sections 13 (d) and 14 (d) of the Securities Exchange Act of 1934, as amended) or group of Persons (other than the Company or its affiliates) becomes the " Beneficial Owner " (as defined in Rule 13d- 3 under said Act), directly or indirectly, of securities of the Company representing fifty percent (50 %) or more of the total voting power represented by the Company' s then outstanding voting securities (the " Outstanding Company Voting Securities ") (excluding for this purpose any such voting securities held by the Company, or any affiliate, parent or subsidiary of the

Company, or by any employee benefit plan of the Company) pursuant to a transaction or a series of related transactions (but excluding any bona fide financing event in which securities are acquired directly from the Company); (ii) the consummation of a merger or consolidation of the Company with any other entity, other than a merger or consolidation (a) that results in the Outstanding Company Voting Securities immediately prior thereto continuing to represent either by remaining outstanding or by being converted into voting securities of the surviving entity) at least fifty percent (50 %) of the combined voting power of the Outstanding Company Voting Securities (or such surviving entity or, if the Company or the entity surviving such merger is then a subsidiary, the ultimate parent thereof) outstanding immediately after such merger or consolidation, or (b) immediately following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the board of directors (or other managing body) of the entity surviving such merger or consolidation or, of the Company or the entity surviving such merger is then a subsidiary, the ultimate parent thereof, or (iii) the sale or disposition by the Company or all or substantially all of the Company' s assets, other than (a) a sale or disposition by the Company of all or substantially all of the Company' s assets to an entity, at least fifty percent (50 %) of the combined voting power of the voting securities of which are owned directly or indirectly by stockholders of the Company following the completion of such transaction in substantially the same proportions as their ownership of the Company immediately prior to such sale or (b) a sale or disposition of all or substantially all of the Company' s assets immediately following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the board of directors (or other managing body) of the entity to which such assets are sold or disposed or, if such entity is a subsidiary, the ultimate parent thereof; provided that, in each case, a transaction will not be deemed a Change of Control unless the transaction qualifies as a change in control event within the meaning of Code Section 409A. " Cause " means (i) Ms. Wells' material breach of any agreement between her and the Company, (ii) Ms. Wells' continued failure to perform any material duty or responsibility specified in the description of her duties set forth in any agreement between her and the Company, reasonably assigned to her by the Company, or otherwise owed to the Company, (iii) Ms. Wells' conviction of, or her plea of " guilty " or " no contest " to, a felony under the laws of the United States or any State or her conviction of, or your plea of " guilty " or " no contest " to, any other crime involving moral turpitude or fraud, (iv) Ms. Wells' gross misconduct, commission of an act of moral turpitude, embezzlement, gross negligence, willful malfeasance, or willful violation of any law, rule, regulation, written agreement or final cease- and- desist order applicable to the Company or its business which causes or could be expected to cause harm to the Company, (v) Ms. Wells' failure to cooperate in good faith with a governmental or internal investigation of the Company or its directors, officers or employees, if the Company has requested her cooperation, (vi) Ms. Wells' material failure to comply with the Company' s written policies or rules, as they may be in effect from time to time. " Good Reason " means (i) material reduction in duties or responsibilities, (ii) material reduction in pay levels or programs, and (iii) relocation more than 50 miles from current working location. Mr. Norling has an Amended and Restated At- Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement (the " Norling Employment Agreement ") that was effective as of March 15, 2019 and amended and restated as of January 1, 2022. Pursuant to the Norling Employment Agreement, if Mr. Norling is terminated by the Company without cause or by Mr. Norling for good reason, Mr. Norling is entitled to a one- time lump sum " Termination Payment " equal to the sum of (i) three months' of his regular base pay and benefits, less applicable withholdings and deductions, (ii) any unpaid bonus awarded to him prior to the employment termination (including without limitation any amounts awarded pursuant to the Company' s short term incentive compensation plan or long term compensation plan), (iii) any bonus to which he would have been entitled under the Company' s short term incentive compensation plan or other agreement had Mr. Norling remained employed by the Company as of the date such bonus would have been awarded, pro- rated to the termination date, and (iv) if the employment termination is by the Company without cause and the Company does not provide Mr. Norling with at least 30 days' advance notice of such employment termination, a one- time lump sum " Notice Differential Payment, " less applicable withholdings and deductions. The Notice Differential Payment is an amount equal to the difference between (a) the base salary that Mr. Norling earns between the date the Company provides notice of termination without cause and the last date of his employment, and (b) the base salary and benefits that Mr. Norling would have received if the Company had given him 30 days' advance notice of termination without cause. If Mr. Norling' s employment is terminated by the Company without cause in the event of his death or disability, the Company shall pay Mr. Norling or his heirs an amount equal to one- half of the Termination Payment and one- half of the Notice Differential Payment that would be owed to him. As a condition of receiving the Termination Payment, Mr. Norling must sign a separation agreement, which shall include a release of all claims. " Cause " means Mr. Norling (i) has committed an act involving fraud, dishonesty, disloyalty, or a conflict of interest against the Company, (ii) has been convicted of or enters into a pleas of nolo contendere to any felony or a misdemeanor involving honesty, integrity, moral turpitude, or unethical conduct, (iii) has engaged in misconduct that results or could have resulted in serious injury (monetary or otherwise) to the Company or is detrimental to the Company' s business reputation, or goodwill, (iv) in carrying out Mr. Norling' s assigned duties, has engaged in negligence that results in material injury, monetary or otherwise, to the Company, (v) uses illegal drugs or becomes intoxicated by alcohol or drugs in a manner that adversely affects his ability to perform his duties, (vi) fails to cooperate in any respect with any investigation or inquiry authorized by the Company or conducted by a governmental authority related to the Company' s business, (vii) fails to comply in any respect with any written or oral direction of the Company that relates to the performance of his duties that he can physically perform, (viii) has violated any of the Company' s written policies or rules, or (ix) fails to perform or uphold in any material respect any duty under the Norling Employment Agreement. " Good Reason " means (i) a material diminution in Mr. Norling' s base salary, (ii) a material diminution in Mr. Norling' s authority, duties and

responsibilities, (iii) a material breach by the Company of any of its covenants or obligations, in each case to Mr. Norling under the Norling Employment Agreement, or (iv) the relocation of the geographic location of Mr. Norlin' s principal place of employment by more than 50 miles from the location of his principal place of employment as of the effective date of the Norling Employment Agreement. Effective August 6, 2024, the Company adopted an Executive Severance Plan, which provides severance payments and benefits if employment with the Company terminates under certain circumstances specified in the Plan. Participants include the CEO and other executives as recommended by the CEO and approved by the Board or Compensation Committee. The Executive Severance Plan provides that if the Company terminates a participant' s employment without " Cause " or the participant resigns for " Good Reason " at any time other than the 24- month period beginning on the date of a change in control or within a period of 90 days preceding the change in control (the " Change in Control Period "), the participant is entitled to: (1) 1. 5 times for the CEO or 1. 0 times for other executives (the " Normal Multiplier ") the participant' s then- current base salary plus the full amount of the participant' s then- current annual target bonus; (2) full vesting in any unvested equity awards with time- based vesting held by the participant under the Company' s then- current outstanding equity incentive plans that would have vested during the period of months equal to the product of (a) the Normal Multiplier and (b) 12 (the " Severance Period "); and (3) continue participating in the Company' s health benefits for the Severance Period, as follows: (a) such continued benefits shall be subject to the participant' s timely election of continuation coverage under COBRA, (b) the Company will pay the Company contribution and the participant shall be required to pay the employee contribution directly or as a reimbursement to the participant at the Company' s sole discretion, (c) the participant' s right to receive such health benefits will terminate if and when the participant secures alternative health benefits from a new employer, or if and when the participant otherwise becomes ineligible for future coverage under COBRA; and (4) the Company shall be required to provide these health benefits only to the extent that the Company continues offering an employee health benefits plan and to the extent that the Company is not required to provide and pay for such post- termination coverage to other employees to avoid a violation of applicable nondiscrimination requirements. If a participant' s employment is determined without Cause or the participant resigns for Good Reason during the Change in Control Period, the participant is entitled to: (1) 2. 0 times for the CEO or 1. 5 times for other executives (the " CIC Multiplier ") the participant' s then- current base salary plus the full amount of the participant' s then- current annual target bonus; (2) a pro- rata portion of the participant' s annual target bonus for the calendar year in which such termination occurs based on the period worked by the participant during such calendar year prior to termination; (3) continue participating in the Company' s health benefits for 18 months, as follows: (a) such continued benefits shall be subject to the participant' s timely election of continuation coverage under COBRA, (b) the Company will pay the Company contribution directly or as a reimbursement to the participant at the Company' s sole discretion, (c) the participant' s right to receive further health benefits shall termination if and when the participant secures alternative health benefits from a new employer, or if and when the participant otherwise becomes ineligible for further coverage under COBRA, and (d) the Company shall be required to provide these health benefits only to the extent that the Company continues offering an employee health benefits plan and to the extent that the Company is not required to provide and pay for such post- termination coverage to other employees to avoid a violation of applicable nondiscrimination requirements; (4) professional outplacement services up to $ 25, 000; and (5) full vesting of any outstanding unvested equity awards held by the participant under the Company' s then- current outstanding equity incentive plans (with any equity awards with performance conditions vesting based on target performance). If a participant' s employment terminates as a result of disability or death, the participant is eligible to receive: (1) a pro- rata portion of the participant' s target bonus for the calendar year in which such termination occurs based on the period worked by the participant during such calendar year prior to termination; and (2) in the case of the participant' s termination of employment as a result of disability, full vesting in any and all equity awards with time- based vesting that would have vested during the 12- month period following the termination date, and in the case of the participant' s death, full vesting of all equity awards (with any equity awards with performance conditions vesting based on target performance). In the case of disability, the participant also remains eligible for vesting of any equity awards with performance conditions outstanding on the date of such termination. In each case, to be eligible for severance payments or benefits under the Executive Severance Plan, the participant or the participant' s designated beneficiary or estate, as applicable, must execute and not revoke a valid separation and general release, and the participant must comply with certain restrictive covenants, including confidentiality, non- competition, and non- solicitation. A participant is entitled to the following upon termination of employment whether or not the participant is eligible for severance payments or benefits under the Executive Severance Plan: (1) the portion of the participant' s base salary that has accrued prior to termination and not yet been paid; (2) the portion of the participant' s prior- year annual bonus that has been earned prior to termination and has not yet been paid; (3) the amount of any expenses properly incurred by the participant on behalf of the Company in accordance with Company policy prior to such termination and not yet reimbursed; and (4) the amount of the participant' s vacation time that has accrued prior to termination and has not yet been used. For purposes of the Executive Severance Plan, " Cause " means a participant' s: (i) willful misconduct or gross negligence with respect to any material aspect of the Company' s business; (ii) refusal to follow the lawful directions of the Company employee to whom the participant reports or, in the case of the CEO, the Board; (iii) breach of a fiduciary duty owed to the Company or its shareholders; (iv) any act of fraud, embezzlement or other material dishonesty with respect to the Company; (v) conviction, plea of nolo contendere, guilty plea, or confession to a crime based upon an act of fraud, embezzlement or dishonesty or to a felony or crime of moral turpitude; (vi) habitual abuse of alcohol or any controlled substance or reporting to work under the influence of alcohol or any controlled substance (other than a controlled substance that participant is properly

taking under a current prescription), (vii) misappropriation by the participant of any material assets or any business opportunities of the Company or any of its subsidiaries or affiliates; (viii) a material failure to comply with the Company' s written policies or rules, as they may be in effect from time to time during participant' s employment, including policies and rules prohibiting discrimination or harassment; or (ix) a material breach of any restrictive covenants agreement or any other written agreement between the Company or one of its subsidiaries and the participant, provided that the participant will have 30 days after notice from the Company to cure a failure or breach under (vi), (viii) and (ix), to the extent reasonably curable. For purposes of the Executive Severance Plan, " Good Reason " means the occurrence of any of the following events without the participant' s consent: (i) a material reduction of the participant' s base salary or annual target bonus as in effect immediately prior to the reduction; (ii) a material reduction in the participant' s authority, duties or responsibilities (other than in connection with a change in control in which the participant retains authority over the Company' s business that is similar to the pre- change in control authority other than such reductions as are typical when becoming a senior executive of an acquirer' s subsidiary or that relate to ceasing to be a senior executive of a publicly traded corporation), (iii) a change in the geographic location of the place where the participant principally performs services for the Company by more than 50 miles from its existing location (other than in connection with business travel); or (iv) in the case of the CEO, the Board' s failure to re- nominate Participant for a seat on the Board, provided that, within 30 days of the first occurrence of the event that the participant believes constitutes Good Reason, the participant notifies the Company in writing of the event, the Company fails to correct the act or omission within 30 days after receiving the participant' s written notice and the participant actually terminates their employment within 60 days after the date the Company receives the participant' s notice. Director Compensation No member of our Board who is also a member of management receives cash, equity or other non- equity compensation for service on our Board. Our non- employee director compensation is designed to align compensation with our business objectives and the creation of stockholder value, while enabling us to attract, retain, incentivize, and reward directors who contribute to our long- term success. Non- Employee Director Compensation Annual Equity Award. Each non- employee director receives a $ 150, 000 annual equity award comprised solely of RSUs. The chair of our Board receives an additional $ 25, 000 annual equity award comprised solely of RSUs. The awards are granted on the date of each annual meeting of stockholders at which the non- employee director is elected to our Board or continues to serve as a director. Each grant vests in full on the first anniversary of the grant date. Initial Equity Award. Upon initial election to our Board, each new non- employee director receives an initial equity award equal to 150 % of the annual equity award comprised of RSUs. The initial equity award vests in equal installments on the first, second and third anniversary of the date of the grant. Annual Cash Retainer. Each non- employee director receives an annual cash retainer of $ 50, 000 for his or her service on our Board, and the chair of our Board receives an additional $ 20, 000 cash retainer. Each member of the Audit, Compensation, and Nominating and Corporate Governance Committees receives an annual cash retainer of $ 10, 000, $ 7, 500, and $ 5, 000, respectively. In addition, the chair of each of the Audit, Compensation, and Nominating and Corporate Governance Committees will receive an additional cash retainer of $ 20, 000, $ 15, 000, and $ 10, 000, respectively. The annual cash retainers, as applicable, are payable in quarterly installments, in arrears, at the end of each calendar quarter for the duration of such non- employee director' s service on our Board or committee. 2024 Director Compensation NameFees earned or paid in cash ($) Stock awards ($) Total ($) (a) (b) (c) (d) Eric Tech52, 047 150, 002 202, 049 Kevin Griffin76, 250 169, 999 246, 249 Jonathan J. Ledecky63, 750 150, 002 213, 752 John P. Miller120, 751 150, 002 270, 753 Ja- chin Audrey Lee, Ph. D44, 986 375, 001 419, 987 Clara Nagy McBane32, 967 375, 002 407, 969 (a) Mr. Hayes and Mr. Fong are not included in this table. Neither Mr. Hayes nor Mr. Fong were separately compensated for their Board service for any period of time in which they were employed by the Company. Mr. Hayes' and Mr. Fong' s executive compensation, including Mr. Hayes' compensation for his Board service for the period of time in which he was not employed by the Company, are included under " Executive Compensation **" above. (b)** The **amounts in** ~~information required by~~ this **column reflect Board fees earned** ~~Item will be set forth in the section headed " Executive Officer and Director Compensation " in the Proxy Statement~~ for ~~the 2024 annual meeting of stockholders which will be filed within 120 days after the end of~~ the fiscal year ~~and is incorporated~~ **ended December 31, 2024. (c) The amounts** in this ~~report~~ **column reflect the grant date fair value of grants of RSUs to each non- employee director on August 12, 2024, calculated in accordance with ASC Topic 718, based on the closing price of the Company' s common stock on the grant date. As of December 31, 2024, Mr. Tech held 48, 232 unvested RSUs and 52, 738 vested options, Mr. Griffin held 54, 662 unvested RSUs and 2, 414 vested stock options, Mr. Ledecky held 48, 232 unvested RSUs and 2, 414 vested stock options, Mr. Miller held 54, 281 unvested RSUs, Ms. Lee held 115, 396 unvested RSUs, and Ms. McBane held 118, 987 unvested RSUs. (d) The amounts in this column reflect total compensation received** by ~~reference~~ **each non- employee director for the fiscal year ended December 31, 2024** . Item 12. Security Ownership of Certain Beneficial Owners and Management and Related ~~Shareholder~~ **Stockholder** Matters The **following table sets forth, as of March 11, 2025, certain** information ~~required~~ **with respect to (a) the beneficial ownership of our common stock held** by **(i) each of our directors, (ii) each of our named executive officers, and (iii) all of our current directors and executive officers as a group, and (b) stockholders known to us to beneficially own more than 5 % of our common stock. For purposes of** this ~~Item will~~ **table, beneficial ownership has been determined in accordance with the provisions of Rule 13d- 3 of the Exchange Act. In general, beneficial ownership includes any shares of common stock as to which the individual has sole or shared voting or investment power. The Company deemed shares of our common stock that may** be ~~set~~ **acquired by an individual or group within 60 days of March 11, 2025 pursuant to the exercise of options or warrants or the vesting of restricted stock units to be outstanding** ~~forth --~~ **for the purpose of computing the percentage ownership of such individual or group, but those shares are not deemed outstanding for the purpose of computing the percentage ownership of any other person shown** in **the table.**

Except as indicated in footnotes to this table, the Company believes that the stockholders named in this table have sole voting and investment power with respect to all shares of our common stock shown to be beneficially owned by ~~the~~ them ~~section headed~~ based on information provided to us by these stockholders. Percentage ownership is based on 18, 162, 029 shares of our common stock outstanding on March 11, 2025. Shares Beneficially OwnedName and Address NumberPercentDirectors and Named Executive Officers (1) Christopher Hayes (2) 213, 4781. 2 % Christian Fong — * Sarah Weber Wells (3) 70, 665 * Jonathan M. Norling (4) 75, 420 * Eric Tech (5) 161, 087 * Kevin Griffin (6) 754, 2154. 2 % Jonathan J. Ledecky (7) 642, 5863. 5 % John P. Miller (8) 80, 594 * Ja- chin Audrey Lee, Ph. D. (9) 24, 157 * Clara Nagy McBane2, 000 * All directors and executive officers as a group (9 persons) 2, 024, 20211. 1 % * Represents beneficial ownership of less than 1 % of the outstanding shares of our common stock. (1) The business address of the stockholder is c / o Spruce Power Holding Corporation, 2000 S Colorado Blvd, Suite 2- 825, Denver, Colorado 80222 (2) Consists of (a) 67, 363 shares held of record, (b) options to purchase 123, 956 shares of our common stock, and (c) restricted stock units as to 22, 159 shares, which vest within 60 days of March 11, 2025. (3) Consists of (a) 25, 722 shares held of record and (b) restricted stock units as to 44, 943 shares, which vest within 60 days of March 11, 2025. (4) Consists of (a) 29, 509 shares held of record and (b) restricted stock units as to 45, 911 shares, which vest within 60 days of March 11, 2025. (5) Consists of (a) 102, 099 shares held in trusts of which Mr. Tech is the co- trustee and has or shares investment and voting power, (b) 3, 125 shares held by a daughter of Mr. Tech, (c) 3, 125 shares held by another daughter of Mr. Tech, and (d) options to purchase 52, 738 shares of our common stock. (6) Consists of (a) options to purchase 2, 414 shares of our common stock; (b) 487, 218 shares of our common stock managed by MGG Investment Group, LP (“ MGG ~~Security Ownership of Certain Beneficial Owners and Management~~ ” ~~in~~), that allocates to various held funds of which Mr. Griffin is the ~~Proxy Statement~~ Chief Executive Officer and Chief Investment Officer, and (c) 264, 583 shares of common stock issuable upon exercise of warrants held by MGG, of which Mr. Griffin is the Chief Executive Officer and Chief Investment Officer. Notwithstanding his dispositive and voting control over such shares, Mr. Griffin disclaims beneficial ownership of the shares of our common stock and warrants held by MGG, except to the extent of his proportionate pecuniary interest therein. The business address of each of the foregoing is c / o Graubard Miller, The Chrysler Building, 405 Lexington Avenue, 11th Floor, New York, New York 10174. (7) Consists of (a) 47, 464 shares held of record, (b) options to purchase 2, 414 shares of our common stock, and (c) 328, 125 shares and 264, 583 shares of common stock issuable upon exercise of warrants held by Ironbound Partners Fund, LLC, an affiliate of Mr. Ledecky. Notwithstanding his dispositive and voting control over such shares, Mr. Ledecky disclaims beneficial ownership of the shares of our common stock and warrants held by Ironbound Partners Fund, LLC, except to the extent of his proportionate pecuniary interest therein. The business address of Mr. Ledecky is c / o Graubard Miller, The Chrysler Building, 405 Lexington Avenue, 11th Floor, New York, New York 10174. (8) Consists of (a) 74, 545 shares held of record and (b) restricted stock units as to 6, 049 shares, which vest within 60 days of March 11, 2025. (9) Consists of (a) 1, 769 shares held of record and (b) restricted stock units as to 22, 388 shares, which vest within 60 days of March 11, 2025. Equity Compensation Plan Information The following table summarizes share information, as of December 31, 2024, for the ~~2024 annual meeting of stockholders which will be filed within 120 days after the end of the fiscal year and is incorporated in this report by reference. Information regarding the~~ Company ~~'~~ ’ s equity compensation plans ~~will~~ and arrangements, consisting of the Spruce Power Holding Corp. 2020 Equity Incentive Plan and XL Hybrids, Inc. 2010 Equity Incentive Plan. New awards may only be ~~set forth~~ made under the Spruce Power Holding Corp. 2020 Equity Incentive Plan. The Spruce Power Holding Corp. 2020 Equity Incentive Plan is intended to encourage ownership of shares by employees and directors of and certain consultants to the Company and its affiliates in order to attract and retain such people, to induce ~~the~~ them ~~section headed “ Executive Officer~~ to work for the benefit of the Company or of ~~and~~ - an ~~Director Compensation~~ affiliate and to provide additional incentive for them to promote the success of the Company or of an affiliate. The Spruce Power Holding Corp. 2020 Equity Incentive Plan provides for the granting of ISOs, non - qualified options, stock grants and stock- based awards. Plan CategoryNumber of Securities To Be Issued Upon Exercise Of Outstanding Options, Warrants, and Rights (1) (a) Weighted- Average Exercise Price Of Outstanding Options, Warrants, and Rights (1) (b) Number of Securities Remaining Available For Future Issuance Under Equity Compensation Plans (excluding securities reflected in column (a)) (c) Equity compensation plans approved by security holders2, 722, 201 $ 9. 34 6, 929, 980 (2) Equity compensation plans not approved by security holders — — — Total2, 722, 201 $ — 6, 929, 980 (1) Consists of options with respect to 488, 385 shares outstanding as of December 31, 2024 and RSUs with respect to 2, 233, 816 shares unvested as of December 31, 2024. The weighted- average exercise price does not take the RSUs into account. (2) Under the Spruce Power Holding Corp. 2020 Equity Incentive Plan , on ~~Information ” in~~ the first ~~Proxy Statement for the 2024 annual meeting of stockholders which will be filed within 120 days~~ - day ~~after the end~~ of ~~the~~ each fiscal year ~~and is incorporated in this report~~ of the Company until the second day of fiscal year 2030, the number of shares that may be issued from time to time pursuant to the Plan, shall be increased by ~~reference~~ an amount equal to the lesser of (i) 5 % of the number of outstanding shares of Common Stock on such date and (ii) an amount determined by the Board, unless it has delegated power to act on its behalf to the Compensation Committee, in which case the amount shall be determined by the Compensation Committee. Notwithstanding the foregoing, the maximum number of shares that may be issued as ISOs under the Plan shall be 260, 000, 000 . Item 13. Certain Relationships and Related Transactions, and Director Independence ~~The information required by this Item will be set forth in the sections headed “ Certain Relationships and~~ Related Person Transactions ~~”~~ Our Board adopted a written related person transactions policy that sets forth policies and procedures regarding the identification, review, consideration and oversight of related person transactions. For purposes of this policy only, a related person transaction is a transaction, arrangement or relationship (or any series of similar transactions, arrangements or relationships) in which the Company or any of its subsidiaries, are participants

involving ~~and~~ an ~~" Management~~ amount that exceeds $ 120, 000, in which any related person has a material interest. Transactions involving compensation for services provided to us or any of our subsidiaries as an employee, consultant or director will not be considered related person transactions under this policy. A related person is any executive officer, director, nominee to become a director or a holder of more than 5 % of any class of our voting securities (including our common stock), including any of their immediate family members and affiliates, including entities owned or controlled by such persons. Under the related person transaction policy, the related person in question or, in the case of transactions with a holder of more than 5 % of any class of our voting securities, an officer with knowledge of a proposed transaction, will be required to present information regarding the proposed related person transaction to our Audit Committee (or to another independent body of our Board) for review. To identify related person transactions in advance, we expect to rely on information supplied by our executive officers, directors and certain significant stockholders. In considering related person transactions, our Audit Committee is expected to take into account the relevant available facts and circumstances, which may include, but are not limited to: • the risks, costs, and benefits to us; • the impact on a director' s independence in the event the related person is a director, immediate family member of a director or an entity with which a director is affiliated; • the terms of the transaction; • the availability of other sources for comparable services or products; and • the terms available to or from, as the case may be, unrelated third parties. Our Audit Committee will approve only those transactions that it determines are fair to us and in our best interests. We do not have any related person transactions to report under relevant SEC rules and regulations. Director Independence New York Stock Exchange listing standards require a majority of our directors and each member of our Audit Committee, Compensation Committee, and Nominating and Corporate Governance ~~- Our~~ Committee to be independent. In addition, our Corporate Governance Guidelines require a majority of our directors to be independent. The Board determined that all of our ~~Directors~~ directors are independent, except ~~" in the Proxy Statement~~ for Mr. Hayes, due to ~~the 2024 annual meeting of stockholders which will be filed within 120 days after the end of the fiscal year and is incorporated in this~~ his ~~report~~ employment by ~~reference~~ our Company, and Mr. Tech, due to his employment as the Company' s Chief Executive Officer from December 2021 until February 1, 2023. Specifically, the following directors are independent under New York Stock Exchange listing standards: Mr. Griffin, Mr. Ledecky, Mr. Miller, Ms. Lee and Ms. McBane. Item 14. Principal Accountant Fees and Services Pre- Approval Policies and Procedures The Audit Committee has established a policy to pre- approve all audit and permissible non- audit services provided by our independent registered public accounting firm. Prior to engagement of an independent registered public accounting firm for the next year' s audit, management will submit an aggregate of services expected to be rendered during that year for each of four categories of services to the Audit Committee for approval. 1. Audit services include audit work performed in the preparation of financial statements, as well as work that generally only an independent registered public accounting firm can reasonably be expected to provide, including comfort letters, statutory audits, and attest services and consultation regarding financial accounting and / or reporting standards. 2. Audit- Related services are for assurance and related services that are traditionally performed by an independent registered public accounting firm, including due diligence related to mergers and acquisitions, standalone subsidiary audits, employee benefit plan audits, and special procedures required to meet certain regulatory requirements. 3. Tax services include all services performed by an independent registered public accounting firm' s tax personnel except those services specifically related to the audit of the financial statements, and include fees in the areas of tax compliance, tax planning, and tax advice. 4. Other Fees are those associated with services not captured in the other categories, including subscriptions to research tools and registration fees for seminars and / or conferences. Prior to engagement, the Audit Committee pre- approves these services by category or service. The fees are budgeted, and the Audit Committee requires our independent registered public accounting firm and management to report actual fees versus the budget periodically throughout the year by category of service. During the year, circumstances may arise when it may become necessary to engage our independent registered public accounting firm for additional services not contemplated in the original pre- approval. In those instances, the Audit Committee requires specific pre- approval before engaging our independent registered public accounting firm. The Audit Committee may delegate pre- approval authority to one or more of its members. The member to whom such authority is delegated must report, for information purposes only, any pre- approval decisions to the Audit Committee at its next scheduled meeting. Auditor Fees The following table presents the aggregate fees for professional services rendered by Deloitte & Touche LLP for the fiscal years ended December 31, 2024 and December 31, 2023. All fees and services described in the table below were pre- approved by the Audit Committee. 20242023Audit Fees: (1) $ 3, 261, 056 $ 2, 905, 000 Audit Related Fees: (2) 435, 000 485, 000 Tax Fees: (3) 108, 000 17, 894 All Other Fees: (4) 5, 551 5, 251 Total Aggregate Fees: $ 3, 809, 607 $ 3, 413, 145 (1) Audit Fees consisted of audit work performed in the preparation of financial statements and work during the fiscal year to implement standards and controls under Sarbanes- Oxley procedures. (2) Audit Related Fees were related to the Company' s standalone subsidiary annual reports required by lender agreements. (3) Tax Fees were related to tax consulting services. (4) All other fees were related to subscriptions to research tools and registration fees for seminars and / or conferences. PART IV Item 15. Exhibits, Financial Statement Schedules (a) Documents filed as part of this report ~~Item will be set forth in the section headed " Proposal No. 2 — Ratification~~ 1. The following financial statements of ~~Selection~~ Spruce Power Holding Corporation and Report of Deloitte & Touche LLP, Independent Registered Public Accounting Firm ~~" in the Proxy Statement for the 2024 annual meeting of stockholders which will be filed within 120 days after the end of the fiscal year and is incorporated in this report by reference. PART IV Item 15. Exhibits, Financial Statement Schedules (a) Documents filed as part of this report. 1. The following financial statements of Spruce Power Holding Corporation and Reports of Deloitte & Touche LLP and Marcum LLP, Independent Registered Public Accounting Firms~~, are included in this report: Page No. ~~Reports~~ Report of Independent Registered Public

Accounting Firms for Deloitte & Touche LLP (PCAOB ID No. 34) ~~and Marcum LLP (PCAOB ID No. 688)~~ F- 2Consolidated Balance Sheets as of December 31, **2024 and** ~~2023~~ **2023F** ~~and 2022F~~ - ~~6Consolidated~~ **4Consolidated** Statements of Operations for the Years Ended December 31, **2024 and** ~~2023~~ **2023F** ~~and 2022F~~ - ~~8Consolidated~~ **6Consolidated** Statement of Changes in Stockholders' Equity for the Years Ended December 31, **2024 and** ~~2023~~ **2023F** ~~and 2022F~~ - ~~9Consolidated~~ **7Consolidated** Statements of Cash Flows for the Years Ended December 31, **2024 and** ~~2023~~ **2023F** ~~and 2022F~~ - ~~11Notes~~ **8Notes** to Consolidated Financial StatementsF- 11 2. List of financial statement schedules: All schedules have been omitted ~~because~~ **since** they are not applicable, or the required information is shown in the financial statements or notes thereto. 3. List of Exhibits required by Item 601 of Regulation S- K. See part (b) below. (b) Exhibits. Exhibit No. ~~DescriptionIncludedFormFiling~~ **DescriptionIncludedFormExhibitFiling** Date2. 1Membership Interest Purchase and Sale Agreement, dated as of September 9, 2022, by and between the Company, SF Solar Blocker 2 LLC, SF Solar Blocker 3 LLC, Spruce Holding Company 3 Holdco LLC and HPS Investment Partners, LLCBy Reference8- **K2.** ~~KSeptember~~ **1September** 15, ~~20223~~ **20222 . 2 * Asset Purchase Agreement by and between NJR Clean Energy Ventures II Corporation, as Seller, and Spruce Power 5, LLC, as Buyer, dated as of November 22, 2024By Reference8- K2. 1November 26, 20243** . 1Second Amended and Restated Certificate of Incorporation. By Reference8- **K3.** ~~KDecember~~ **1December** 23, 20203. 2Certificate of Amendment to the Second Amended and Restated Certificate of IncorporationBy Reference8- **K3.** ~~KOctober~~ **1October** 6, 20233. 3Certificate of Amendment changing name of Registrant to Spruce Power Holding CorporationBy Reference8- **K3.** ~~KNovember~~ **1November** 14, 20223. ~~4Certificate of Amendment to the Second Amended~~ **4Amended** ~~and Restated Certificate of IncorporationBy Reference8- KOctober 6, 20233. 5Amended~~ and Restated Bylaws, as amended as of November 10, 2022By Reference8- **K3.** ~~KNovember~~ **2November** 14, 20224. 1Description of Registered **SecuritiesHerewith Exhibit No. DescriptionIncludedFormExhibitFiling Date10** ~~SecuritiesBy Reference10- KMarch 31, 202110~~ . 1Amended and Restated Credit Agreement, dated August 18, 2023 among Spruce Power 2, LLC, as Borrower, Silicon Valley Bank, a division of First- Citizens Bank & Trust Company as Administrative Agent and the Issuing Bank, and the lenders from time to time party thereto. By Reference10- **Q10.** ~~QNovember~~ **1November** 13, ~~2023~~ **202310** ~~Exhibit No. DescriptionIncludedFormFiling Date10~~ . 2 † Supply Agreement, dated as of July 19, 2019, by and between XL Hybrids, Inc. and Parker- Hannifin Corporation. By ReferenceS- 4 / **A10.** ~~ANovember~~ **1November** 10, 202010. 3Form of Subscription Agreement. By Reference8- **K10.** ~~KSeptember~~ **1September** 18, 202010. 4Registration Rights Agreement. By ReferenceS- **410.** ~~4October~~ **6October** 2, 202010. **5 #** ~~5Spruce~~ - **Spruce** Power Holding Corp. 2020 Equity Incentive Plan. ~~Herewith10~~ **By Reference10- K10** . **5April 9, 202410. 6 #** ~~6Spruce~~ - **Spruce** Power Holding Corp. 2020 Equity Incentive Plan Form of Stock Option Agreement. ~~Herewith10~~ **By Reference10- K10** . **6April 9, 202410. 7 #** ~~7Spruce~~ - **Spruce** Power Holding Corp. 2020 Equity Incentive Plan Form of Restricted Stock Unit Agreement. ~~Herewith10~~ **By Reference10- K10** . **7April 9, 202410. 8 #** ~~8Form~~ - **Form** of Indemnification Agreement between the Registrant and each officer and director. By Reference8- **K10.** ~~KDecember~~ **11December** 23, 202010. 9Amended and Restated Credit Agreement, dated October 29, 2019, among Kilowatt Systems, LLC, Volta MH Owner II, LLC, Greenday Finance I LLC and SpruceKismet, LLC, as Co-Borrowers, Silicon Valley Bank, as Administrative Agent, ING Capital LLC and Silicon Valley Bank as Issuing Banks, and the financial institutions from time to time party thereto as lenders, as conformed for each of Omnibus Amendment and Consent, dated as of March 5, 2020, Amendment to Credit Agreement, dated as of May 29, 2020, and Omnibus Amendment and Consent, dated March 18, 2021. By Reference8- **K10.** ~~KSeptember~~ **1September** 15, 202210. 10Amended and Restated Credit Agreement, dated July 12, 2022, among Spruce Power 2, LLC, as Borrower, Silicon Valley Bank, as Administrative Agent and the Issuing Bank, and the lenders from time to time party thereto. By Reference8- **K10.** ~~KSeptember~~ **2September** 15, 202210. 11Credit Agreement, dated November 13, 2020, among Spruce Power 3, LLC, as Borrower, KeyBank National Association, as Administrative Agent and Issuing Bank, and the lenders from time to time party thereto. By Reference8- **K10.** ~~KSeptember~~ **3September** 15, 202210. 12Omnibus Amendment and Accession dated April 8, 2022, among KWS Solar Term Parent 1 LLC, KWS Solar Term Parent 2 LLC and KWS Solar Term Parent 3 LLC, as Co- Borrowers, KeyBank National Association, as Administrative Agent, and the lenders from time to time party thereto. By Reference8- **K10.** ~~KSeptember~~ **4September** 15, ~~202210~~ -- **2022 Exhibit No. DescriptionIncludedFormExhibitFiling Date10** . 13Waiver and Second Amendment to Amended and Restated Credit Agreement, dated July 12, 2022, among KWS Solar Term Parent 1 LLC, KWS Solar Term Parent 2 LLC, KWS Solar Term Parent 3 LLC and Spruce Power 3 Holdco, LLC, as Co- Borrowers, KeyBank National Association, as Administrative Agent, and the lenders from time to time party thereto. By Reference8- **K10.** ~~KSeptember~~ **5September** 15, 202210. **14 #** ~~14Executive~~ -- **Executive Employment Agreement, dated April 12, 2024, by and between Spruce Power Holding Corporation and Christopher HayesBy Reference10- Q10. 2August 14, 202410. 15 # Executive Separation Agreement, dated April 12, 2024, by and between Spruce Power Holding Corporation and Christian FongBy Reference10- Q10. 3August 14, 202410. 16 # Executive** Employment Agreement, dated September 9, 2022, by and between XL Fleet Corp. and Christian Fong. By Reference8- **K10.** ~~KSeptember~~ **6September** 15, 202210. **17 #** ~~15Restricted~~ -- **Restricted** Stock Award Grant under the Registrant' s 2020 Equity Incentive Plan, dated September 9, 2022, to Christian Fong by XL Fleet Corp. By Reference8- **K10.** ~~KSeptember~~ **7September** 15, 202210. **18 # Amended** ~~16Offer~~ -- **Offer Letter, dated June 13, 2024, by and between Spruce Power Holding Corporation and Sarah WellsBy Reference10- Q10. 4August 14, 202410. 19 # Offer** Letter, dated October 25, 2018, by and between Spruce Lending Inc. and Sarah Weber WellsBy Reference8- **K10.** ~~KMay~~ **1May** 11, ~~2023~~ **202310** ~~Exhibit No~~ . **20 #** ~~DescriptionIncludedFormFiling Date10. 17Enhanced~~ -- **Enhanced** Severance Letter, dated April 27, 2022, between the Company and Sarah Weber WellsBy Reference8- **K10.** ~~KMay~~ **2May** 11, 202310. ~~18Offer Letter~~ **21 # Amended and Restated At- will Employment, Confidential Information Invention Assignment, and Arbitration Agreement, dated January 1, 2022, by and between Solar Service Experts and Jonathan M. NorlingBy Reference10- Q10. 1August 14, 202410. 22Cooperation Agreement, dated June 21, 2024, by and among Spruce Power Holding Corporation, Clayton Capital Appreciation Fund, L. P. and Clayton Partners LLCBy Reference8- K10. 1June 24, 202410. 23Credit Agreement** , dated as of **June** ~~May 18, 2022, by and between XL Fleet Corp. and Stacey ConstasBy~~

~~Reference10- KMarch 30, 202310. 19Severance Letter, dated October~~ 26, ~~2022~~ **2024** , ~~between~~ **among Spruce SET Borrower 2024, LLC, as Borrower, Barings GPSF LLC, as Facility Agent for** the **financial institutions that may from time to time become parties hereto as Lenders, Computershare Trust** Company **, National Association, as Collateral Agent** and ~~Stacey ConstasBy~~ **as Paying Agent and Lenders from time to time party theretoBy** Reference8- ~~KOctober 28~~ **K10. 1July 1** , **2024 Exhibit No. DescriptionIncludedFormExhibitFiling Date10. 24 † Credit Agreement, dated as of November 22, 2024, among Spruce Power 5 Borrower 2024, LLC, as Borrower, Banco Santander, S. A., New York Branch, as Facility Agent, Computershare Trust Company, National Association, as Collateral Agent, as Paying Agent and as Securities Intermediary and The Lenders from time to time party theretoBy Reference8- K10. 1November 26,** ~~202210~~ **202410** . **25 * #** ~~20Executive~~ -- **Executive** Severance ~~PolicyBy~~ **PlanHerewith16. 1Letter from Deloitte & Touche LLP to the Securities and Exchange Commission dated February 5, 2025By** ~~Reference10~~ **Reference8** - ~~QAugust 9~~ **K16. 1February 5** , ~~202221Subsidiaries~~ **202516. 2Letter from CohnReznick LLP to the Securities and Exchange Commission dated February 5, 2025By Reference8- K16. 2February 5, 202519. 1Spruce Power Holding Corporation Insider Trading PolicyHerewith21Subsidiaries** of the RegistrantHerewith23. 1 ~~* Consent of Marcum LLP, independent registered public accounting firmHerewith23. 2~~ * Consent of Deloitte & Touche LLP, independent registered public accounting firmHerewith31. 1 * Certification of Principal Executive Officer Pursuant to Rule 13a- 14 (a) and Rule 15d- 14 (a) of the Securities and Exchange Act of 1934, as amended, pursuant to Section 302 of the Sarbanes- Oxley Act of 2002. Herewith31. 2 * Certification of Principal Financial Officer Pursuant to Rule 13a- 14 (a) and Rule 15d- 14 (a) of the Securities and Exchange Act of 1934, as amended, pursuant to Section 302 of the Sarbanes- Oxley Act of 2002. Herewith32. 1 * Certification of Principal Executive Officer Pursuant to 18 U. S. C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes- Oxley Act of 2002. Herewith32. 2 * Certification of Principal Financial Officer Pursuant to 18 U. S. C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes- Oxley Act of 2002. Herewith97 * Spruce Power Holding Corporation Clawback PolicyHerewith101. INS * Inline XBRL Instance DocumentHerewith101. SCH * Inline XBRL Taxonomy Extension Schema DocumentHerewith101. CAL * Inline XBRL Taxonomy Extension Calculation Linkbase DocumentHerewith101. DEF * Inline XBRL Taxonomy Extension Definition Linkbase DocumentHerewith101. LAB * Inline XBRL Taxonomy Extension Label Linkbase DocumentHerewith101. PRE * XBRL Taxonomy Extension Presentation Linkbase ~~DocumentHerewith104Cover~~ --------- **DocumentHerewith Exhibit No. DescriptionIncludedFormExhibitFiling Date104Cover** Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101). Herewith * Filed herewith * Schedule and exhibits to this exhibit omitted pursuant to Regulation S- K Item 601 (b) (2). The Company agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon request. † Certain confidential portions of this exhibit were omitted by means of marking such portions with asterisks because the identified confidential portions (i) are not material and (ii) would be competitively harmful if publicly disclosed. # Indicates management contract or compensatory plan or arrangement. In accordance with Item 601 (b) (32) (ii) of Regulation S- K and SEC Release No. 34- 47986, the certifications furnished in Exhibits 32. 1 and 32. 2 hereto are deemed to accompany this Annual Report on Form 10- K and will not be deemed " filed " for purposes of Section 18 of the Exchange Act or deemed to be incorporated by reference into any filing under the Exchange Act or the Securities Act of 1933 except to the extent that the registrant specifically incorporates it by reference. Item 16. Form 10- K Summary ~~Not applicable~~ SIGNATURES ~~In accordance with~~ **Pursuant to the requirements of** Section 13 or 15 (d) of the **Securities** Exchange Act **of 1934** , the registrant has duly caused this ~~Annual Report~~ **report** ~~on Form 10- K~~ to be signed on its behalf by the undersigned, thereunto duly authorized. SPRUCE POWER HOLDING CORPORATIONDate: ~~April 8~~ **March 31** , ~~2024By~~ **2025By** : / s / ~~Christian FongName~~ **Christopher HayesName** : ~~Christian FongTitle~~ **Christopher HayesTitle** : Chief Executive Officer (Principal Executive Officer) SPRUCE POWER HOLDING CORPORATIONDate: ~~April 8~~ **March 31** , ~~2024By~~ **2025By** : / s / Sarah Weber WellsName: Sarah Weber WellsTitle: Chief Financial Officer **and Head of Sustainability** (Principal Financial Officer andPrincipal Accounting Officer) **Pursuant to the requirements of Section 13 or 15 (d) of the Exchange Act, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.** PersonCapacityDate / s / ~~Christian FongChief~~ **Christopher HayesChief** Executive Officer and ~~DirectorApril 8~~ **DirectorMarch 31** , ~~2024Christian Fong~~ **2025Christopher Hayes** (Principal Executive Officer) / s / Sarah Weber WellsChief Financial ~~OfficerApril 8~~ **Officer and Head of SustainabilityMarch 31** , ~~2024Sarah~~ **2025Sarah** Weber Wells (Principal Financial Officer and Principal Accounting Officer) ~~/ s / Christopher HayesDirector and Chair of the BoardApril 8, 2024Christopher Hayes~~ / s / Kevin ~~GriffinDirectorApril~~ **GriffinDirectorMarch** ~~8~~ **31** , ~~2024Kevin~~ **2025Kevin** Griffin / s / Jonathan J. ~~LedeckyDirectorApril~~ **LedeckyDirectorMarch** ~~8~~ **31** , ~~2024Jonathan~~ **2025Jonathan** J. Ledecky / s / John P. ~~MillerDirectorApril~~ **MillerDirectorMarch** ~~8~~ **31** , ~~2024John~~ **2025John** P. Miller / s / Eric ~~TechDirectorApril~~ **TechDirectorMarch 31, 2025Eric Tech / s / Ja- chin Audrey LeeDirectorMarch 31, 2025Ja- chin Audrey Lee / s / Clara Nagy McBaneDirectorMarch 31, 2025Clara Nagy McBane Exhibit 4. 1 DESCRIPTION OF SECURITIES REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934 As of the filing date of the Annual Report on Form 10- K (the " Form 10- K ") of which this exhibit is part, Spruce Power Holding Corporation, a Delaware corporation (" Company, " " we, " " us, " or " our "), has one class of securities registered pursuant to Section 12 of the Securities Exchange Act of 1934 (the " Exchange Act "): our common stock, $ 0. 0001 par value per share (" Common Stock "). The following summary of the material terms of our securities is not intended to be a complete summary of the rights and preferences of such securities, and is in all respects subject to, qualified in its entirety by reference to, the applicable provisions of the Delaware General Corporation Law (the " DGCL "), our Second Amended and Restated Certificate of Incorporation effective December 21, 2020, as amended by the Certificate of Amendment effective November 10, 2023 and the Certificate of Amendment effective October 6. 2023 (our " Certificate of Incorporation ") and our Amended and Restated Bylaws, amended as of November 10, 2022 (our " Bylaws "). Our Certificate of Incorporation and Bylaws are included as exhibits to the Form 10- K and may be amended by a document filed with one of our periodic reports filed**

with the U. S. Securities and Exchange Commission (“ SEC ”) subsequent to the date of the Form 10- K. On December 21, 2020 (the “ Closing Date ”), Pivotal Investment Corporation II, a special purpose acquisition company incorporated on March 20, 2019 (“ Pivotal ”), consummated a business combination pursuant to that certain Agreement and Plan of Reorganization, dated as of September 17, 2020 (the “ Merger Agreement ”), by and among Pivotal, PIC II Merger Sub Corp., a Delaware corporation and wholly owned subsidiary of Pivotal (“ Merger Sub ”), and XL Hybrids, Inc., a Delaware corporation (“ Legacy XL ”). Pursuant to the terms of the Merger Agreement, a business combination between Pivotal and Legacy XL was effected through the merger of Merger Sub with and into Legacy XL, with Legacy XL surviving as the surviving company and as a wholly- owned subsidiary of Pivotal (the “ Merger ” and, collectively with the other transactions described in the Merger Agreement, the “ Business Combination ”). On the Closing Date, and in connection with the closing of the Business Combination (the “ Closing ”), Pivotal Investment Corporation II changed its name to XL Fleet Corp. In November 2022, following the acquisition of Spruce Holding Company 1 LLC, Spruce Holding Company 2 LLC, Spruce Holding Company 3 LLC, and Spruce Manager LLC, we changed our corporate name from “ XL Fleet Corp. ” to “ Spruce Power Holding Corporation. ” Authorized and Outstanding Stock Our Certificate of Incorporation authorizes the issuance of 351, 000, 000 shares of capital stock, comprised of 350, 000, 000 shares of Common Stock, par value $ 0. 0001 per share, and 1, 000, 000 shares of preferred stock, par value $ 0. 0001 share (“ Preferred Stock ”). As of March 24, 2025, there were approximately 18, 078, 238 shares of Common Stock and no shares of Preferred Stock outstanding. The outstanding shares of Common Stock are duly authorized, fully paid and non- assessable. Voting Rights Except as otherwise required by law, our Certificate of Incorporation or as otherwise provided in any certificate of designation for any series of Preferred Stock, the holders of Common Stock possess all voting power for the election of the directors of our board of directors (our “ Board ”) and all other matters requiring stockholder action. Holders of Common Stock are entitled to one vote per share on matters to be voted on by stockholders. Holders of Common Stock are not entitled to cumulative voting rights in the election of directors. In general, if a quorum exists, a majority of votes cast with respect to a matter is sufficient to authorize action, unless a greater vote is required by law or our Certificate of Incorporation, except that directors are elected by plurality. Under our Certificate of Incorporation, in addition to the vote of the holders of any class or series of stock of the Company required by law or our Certificate of Incorporation, the affirmative vote of the holders of shares of 1309300722v1 voting stock representing at least seventy- five percent (75 %) of the voting power of all of the then outstanding shares of the capital stock of the Company entitled to vote generally in the election of directors, voting together as a single class, shall be required to amend, alter or repeal, or adopt any provision inconsistent with, Articles Sixth, Seventh, Eighth, Ninth and Tenth of our Certificate of Incorporation, which articles generally govern the appointment and removal of directors, the amendment of our Bylaws, limitation of liability and indemnification, forum selection, and amendments to our Certificate of Incorporation, respectively. Subject to the rights of the holders of shares of any series of Preferred Stock then outstanding, any director, or our entire Board, may be removed from office at any time only for cause and only by the affirmative vote of the holders of at least seventy- five percent (75 %) of the voting power of all of the then- outstanding shares of capital stock of the Company entitled to vote at an election of directors, voting together as a single class. Subject to the rights of any holders of any shares of Preferred Stock which may from time to time come into existence and be outstanding, holders of Common Stock are entitled to the payment of dividends when and as declared by our Board in accordance with applicable law and to receive other distributions from us. No Preemptive Rights; Redemption and Assessment Holders of Common Stock have no conversion, preemptive or other subscription rights, and there are no sinking fund or redemption provisions applicable to the Common Stock. Liquidation Subject to the rights of any holders of any shares of Preferred Stock which may from time to time come into existence and be outstanding, in the event of any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, the funds and assets of the Company that may be legally distributed to the Company’ s stockholders shall be distributed among the holders of the then outstanding shares of Common Stock pro rata in accordance with the number of shares of Common Stock held by each such holder. Directors and Classes of Directors Under our Certificate of Incorporation, our Board is divided into three classes, each of which generally serve for a term of three years with only one class of directors being elected each year. Our Certificate of Incorporation authorizes our Board, without stockholder approval, to issue shares of Preferred Stock, in one or more series, and to fix for each such series such voting powers, full or limited, or no voting powers, and such designations, preferences, and relative participating, optional or other special rights and such qualifications, limitations or restrictions thereof, including without limitation, dividend rights, conversion rights, redemption privileges, liquidation preferences and ranking, subject to applicable law. If we issue Preferred Stock, such Preferred Stock would have priority over our Common Stock with respect to dividends and other distributions, including the distribution of assets upon liquidation. As of March 24, 2025, we had 529, 167 private warrants outstanding related to the December 2020 merger and organization of Legacy XL to become XL Fleet Corp. Each outstanding warrant enables the holder to purchase one share of Common Stock at a price of $ 11. 50 per share, subject to adjustment as discussed below. The warrants will expire at 5: 00 p. m., New York City time, five 2309300722v1 years after the consummation of the Business Combination or earlier upon redemption or liquidation. We may call the warrants for redemption (excluding the private placement warrants), in whole and not in part, at a price of $ 0. 01 per warrant ● at any time while the warrants are exercisable; ● upon not less than 30 days’ prior written notice of redemption to each warrant holder; ● if, and only if, the reported last sale price of Common Stock equals or exceeds $ 18. 00 per share, for any 20 trading days within any 30- day trading period ending on the third business day prior to the notice of redemption to warrant holders; and ● if, and only if, there is a current registration statement in effect with respect to the shares of common stock underlying such warrants commencing five business days prior to the 30- day

trading period and continuing each day thereafter until the date of redemption. The right to exercise will be forfeited unless the warrants are exercised prior to the date specified in the notice of redemption. On and after the redemption date, a record holder of a warrant will have no further rights except to receive the redemption price for such holder' s warrant upon surrender of such warrant. If we call the warrants for redemption as described above, our management will have the option to require all holders that wish to exercise warrants to do so on a " cashless basis. " In such event, each holder would pay the exercise price by surrendering the warrants for that number of shares of Common Stock equal to the quotient obtained by dividing (x) the product of the number of shares of our Common Stock underlying the warrants, multiplied by the difference between the exercise price of the warrants and the " fair market value " (defined below) by (y) the fair market value. In this case, the " fair market value " shall mean the average reported last sale price of the shares of our Common Stock for the 10 trading days ending on the third trading day prior to the date on which the notice of redemption is sent to the holders of warrants. Whether we will exercise our option to require all holders to exercise their warrants on a " cashless basis " will depend on a variety of factors including the price of shares of our Common Stock at the time the warrants are called for redemption, our cash needs at such time and concerns regarding dilutive stock issuances. The exercise price and number of shares of Common Stock issuable upon exercise of the warrants may be adjusted in certain circumstances including in the event of a share dividend, extraordinary dividend or our recapitalization, reorganization, merger or consolidation. However, the warrants will not be adjusted for issuances of shares of Common Stock at a price below the respective exercise prices of the warrants. After the issuance of shares of Common Stock upon exercise of the warrants, each holder will be entitled to one vote for each share of Common Stock held of record on all matters to be voted on by stockholders. Warrant holders may elect to be subject to a restriction on the exercise of their warrants such that an electing warrant holder would not be able to exercise their warrants to the extent that, after giving effect to such exercise, such holder would beneficially own in excess of 4. 9 % or 9. 8 % (as specified by the holder) of the shares of our Common Stock outstanding immediately after giving effect to such exercise. If the number of outstanding shares of Common Stock is increased by a share dividend payable in shares of Common Stock , ~~2024Eric Tech EX~~ or by a split - up of shares of Common Stock or other similar event, then, on the effective date of such share dividend, split- up or similar event, the number of shares of Common Stock issuable on exercise of each warrant will be increased in proportion to such increase in the outstanding Common Stock. A rights offering to holders of Common Stock entitling holders to purchase shares of Common Stock at a price less than the fair market value will be deemed a stock dividend of a number of shares of Common Stock equal to the product of (i) the 3309300722v1 number of shares of Common Stock actually sold in such rights offering (or issuable under any other equity securities sold in such rights offering that are convertible into or exercisable for Common Stock) and (ii) one (1) minus the quotient of (x) the price per share of Common Stock paid in such rights offering divided by (y) the fair market value. For these purposes (i) if the rights offering is for securities convertible into or exercisable for Common Stock, in determining the price payable for Common Stock, there will be taken into account any consideration received for such rights, as well as any additional amount payable upon exercise or conversion and (ii) fair market value means the volume weighted average price of Common Stock as reported during the ten (10) trading day period ending on the trading day prior to the first date on which the shares of Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive such rights . ~~5~~ In addition, if we, at any time while the warrants are outstanding and unexpired, pay a dividend or make a distribution in cash, securities or other assets to the holders of Common Stock on account of such Common Stock (or other securities into which the warrants are convertible), other than (a) as described above, or (b) certain ordinary cash dividends, which are dividends of $ 0. 50 or less in any fiscal year (subject to adjustments), then the warrant exercise price will be decreased, effective immediately after the effective date of such event, by the amount of cash and / or the fair market value of any securities or other assets paid on each share of Common Stock in respect of such event. If the number of outstanding shares of Common Stock is decreased by a consolidation, combination, reverse stock split or reclassification of Common Stock or other similar event, then, on the effective date of such consolidation, combination, reverse stock split, reclassification or similar event, the number of shares of Common Stock issuable on exercise of each warrant will be decreased in proportion to such decrease in outstanding shares of Common Stock. We will not be required to make adjustments to the exercise price for any other events including the issuance of additional shares of Common Stock other than dividends paid in Common Stock as described above. Whenever the number of shares of Common Stock purchasable upon the exercise of the warrants is adjusted, as described above, the warrant exercise price will be adjusted by multiplying the warrant exercise price immediately prior to such adjustment by a fraction (x) the numerator of which will be the number of shares of Common Stock purchasable upon the exercise of the warrants immediately prior to such adjustment and (y) the denominator of which will be the number of shares of Common Stock so purchasable immediately thereafter. In the case of any reclassification or reorganization of the outstanding Common Stock (other than those described above or that solely affects the par value of such Common Stock), or in the case of any merger or consolidation of us with or into another corporation (other than a consolidation or merger in which we are the continuing corporation and that does not result in any reclassification or reorganization of our outstanding Common Stock), or in the case of any sale or conveyance to another corporation or entity of the assets or other property of ours as an entirety or substantially as an entirety in connection with which we is dissolved, the holders of the warrants will thereafter have the right to purchase and receive, upon the basis and upon the terms and conditions specified in the warrants and in lieu of the Common Stock immediately theretofore purchasable and receivable upon the exercise of the rights represented thereby, the kind and amount of Common Stock or other securities or property (including cash) receivable upon such reclassification, reorganization, merger or consolidation, or upon a dissolution following any such sale or transfer, that the holder of the warrants would have received if such holder had exercised

their warrants immediately prior to such event. If less than 70 % of the consideration receivable by the holders of Common Stock in such a transaction is payable in the form of Common Stock in the successor entity that is listed for trading on a national securities exchange or is quoted in an established over- the- counter market, or is to be so listed for trading or quoted immediately following such event, and if the registered holder of the warrant properly exercises the warrant within thirty days following public disclosure of such transaction, the warrant exercise price will be reduced as specified in the warrant agreement based on the Black- Scholes value (as defined in the warrant agreement) of the warrant. The purpose of such exercise price reduction is to provide additional value to holders of the warrants when an extraordinary transaction occurs during the exercise period of the warrants pursuant to which the holders of the warrants otherwise do not receive the full potential value of the warrants in order to determine and realize the option value component of the warrant. This formula is to compensate the warrant holder for the loss of the option value portion of the warrant due to the requirement that the warrant holder exercise the warrant within 30 days of the event. The Black- Scholes model is an accepted pricing model for estimating fair market value where no 4309300722v1 quoted market price for an instrument is available. No fractional shares of Common Stock will be issued upon exercise of the warrants. If, upon exercise of the warrants, a holder would be entitled to receive a fractional interest in a share of Common Stock, we will, upon exercise, follow the requirements of the DGCL. Lock- Up Restrictions Certain of our stockholders are subject to certain restrictions on transfer until the termination of applicable lock- up periods. Certain Anti- Takeover Provisions Staggered Board and Directors Our Certificate of Incorporation provides that our Board be classified into three classes of directors of approximately equal size. Additionally, directors may be removed only for cause and only by the affirmative vote of the holders of at least seventy- five percent (75 %) of the voting power of all of the then- outstanding shares of capital stock of the Company entitled to vote at an election of directors, voting together as a single class. These provisions may have certain anti- takeover effects. Special Meeting of Stockholders Our Certificate of Incorporation and Bylaws provide that special meetings of stockholders may be called only by a majority vote of our Board. Advance Notice Requirements for Stockholder Proposals and Director Nominations Our Bylaws provide that stockholders of record seeking to bring business before an annual meeting of stockholders, or to nominate candidates for election as directors at our annual meeting of stockholders, must provide timely notice of their intent in writing. To be timely, a stockholder' s notice must be received by our secretary at our principal executive offices not less than 90 days nor more than 120 days prior to the one- year anniversary date of the preceding year' s annual meeting of stockholders; provided, however, that if the date of the annual meeting is more than 30 days before or more than 60 days after such anniversary date, notice by the stockholder to be timely must be so received not later than 90th day prior to such annual meeting or, if later, the tenth day following the day on which public disclosure of the date of such annual meeting was first made. In no event shall any adjournment or postponement of an annual meeting or the announcement thereof commence a new time period for the giving of timely notice. Pursuant to Rule 14a- 8 of the Exchange Act, proposals seeking inclusion in our annual proxy statement must comply with the notice periods contained therein. Our Bylaws also specify certain requirements as to the form and content of a stockholders' meeting. These provisions may preclude our stockholders from bringing matters before the annual meeting of stockholders or from making nominations for directors at our annual meeting of stockholders. Authorized but Unissued Shares Our authorized but unissued Common Stock and Preferred Stock are available for future issuances, subject to applicable law, without stockholder approval and could be utilized for a variety of corporate purposes, including future offerings to raise additional capital, acquisitions and employee benefit plans. The existence of authorized but unissued and unreserved Common Stock and Preferred Stock could render more difficult or discourage an attempt to obtain control of us by means of a proxy contest, tender offer, merger or otherwise. Stockholder Action by Written Consent 5309300722v1 Our Certificate of Incorporation provides that any action required or permitted to be a taken by stockholders must be effected at an annual or special meeting, and may not be taken by written consent (subject to the rights of any Preferred Stock then outstanding). Exclusive Forum Selection Our Certificate of Incorporation requires that unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, in the event that the Chancery Court does not have jurisdiction, the federal district court for the District of Delaware or other state courts of the State of Delaware) shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of us, (ii) any action asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, employee or agent of us to us or our stockholders, (iii) any action asserting a claim against us arising pursuant to any provision of the DGCL or our Certificate of Incorporation or Bylaws (as either may be amended from time to time), (iv) any action or proceeding to interpret, apply, enforce or determine the validity of our Certificate of Incorporation or Bylaws (including any right, obligation, or remedy thereunder) or (v) any action asserting a claim against us governed by the internal affairs doctrine. The enforceability of similar choice of forum provisions in other companies' organizational documents has been challenged in legal proceedings, and it is possible that, in connection with claims arising under federal securities laws, a court could find the choice of forum provisions contained in our Certificate of Incorporation to be inapplicable or unenforceable. If that were the case, it would allow stockholders to bring claims for breach of these provisions in any appropriate forum. Although we believe this provision benefits us by providing increased consistency in the application of Delaware law in the types of lawsuits to which it applies, this provision may have the effect of discouraging lawsuits against our directors and officers. This exclusive forum provision will not apply to suits brought to enforce any duty or liability created by the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended or any other claim for which the federal courts have exclusive jurisdiction. Unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States of America shall, to the fullest extent permitted by applicable law, be the sole and exclusive forum for the resolution of any

complaint asserting a cause of action arising under the Securities Act of 1933, as amended. Amendments to the Company' s Certificate of Incorporation and Bylaws Section 203 of the Delaware General Corporation Law We have not opted out of Section 203 of the DGCL under our Certificate of Incorporation. As a result, pursuant to Section 203 of the DGCL, we are prohibited from engaging in any business combination with any stockholder for a period of three years following the time that such stockholder (the " interested stockholder ") came to own at least 15 % of the Company' s outstanding voting stock, except if: ● our Board approved the business combination or transaction which resulted in the stockholder becoming an interested stockholder prior to consummation of such business combination or transaction; ● upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85 % of the voting stock of the Company outstanding at the time the transaction commenced; or ● at or subsequent to such time the business combination is approved by our Board and authorized at an annual or special meeting of stockholders by the affirmative vote of at least 66 2 / 3 % of the outstanding voting stock which is not owned by the interested stockholder. Generally, a " business combination " includes any merger, consolidation, asset or stock sale or certain other transactions resulting in a financial benefit to the interested stockholder. Subject to certain exceptions, an " interested 6309300722v1 stockholder " is a person who, together with that person' s affiliates and associates, owns, or within the previous three years owned, 15 % or more of our outstanding voting stock. Under certain circumstances, declining to opt out of Section 203 of the DGCL will make it more difficult for a person who would be an " interested stockholder " to effect various business combinations with us for a three- year period. This may encourage companies interested in acquiring us to negotiate in advance with our Board because the stockholder approval requirement would be avoided if our Board approves the acquisition which results in the stockholder becoming an interested stockholder. This may also make it more difficult to accomplish transactions which stockholders may otherwise deem to be in their best interests or reduce the price that some investors might be willing to pay in the future for our Common Stock. Limitation on Liability and Indemnification of Directors and Officers Our Certificate of Incorporation limits our directors' liability to the fullest extent permitted under the DGCL. The DGCL provides that directors of a corporation will not be personally liable for monetary damages for breach of their fiduciary duties as directors, except for liability: ● for any transaction from which the director derived an improper personal benefit; ● for any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law; ● for any unlawful payment of dividends or redemption of shares; or ● for any breach of a director' s duty of loyalty to the corporation or its stockholders. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of our directors will be eliminated or limited to the fullest extent permitted by the DGCL, as so amended. The DGCL, our Certificate of Incorporation and our Bylaws provide that, in certain circumstances and subject to certain limitations, we will indemnify our current and former directors and officers and may indemnify other employees and other agents, to the fullest extent permitted by law. Any indemnified person is also entitled, subject to certain limitations, to advancement, direct payment, or reimbursement of reasonable expenses (including attorneys' fees and disbursements) in advance of the final disposition of the proceeding. In addition, we have entered into separate indemnification agreements with each of our directors and officers. These agreements, among other things, require us to indemnify our directors and officers for certain expenses, including attorneys' fees, judgments, fines and settlement amounts incurred by a director or officer in any action or proceeding arising out of their services as one of our directors or officers or any other company or enterprise to which the person provides services at our request. We currently maintain a directors' and officers' insurance policy pursuant to which our directors and officers are insured against liability for actions taken in their capacities as directors and officers. Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, may be permitted to directors, officers, or control persons, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act of 1933, as amended, and is therefore unenforceable. Transfer Agent and Registrar 7309300722v1 The transfer agent and registrar for our Common Stock is Continental Stock Transfer & Trust Company. Listing of Securities Our Common Stock is listed on the NYSE under the symbol " SPRU ". 8309300722v1 SPRUCE POWER HOLDING **CORPORATION EXECUTIVE SEVERANCE** ~~CORP. 2020 EQUITY INCENTIVE~~ PLAN ~~Exhibit 10. 5~~ **PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION Effective as of August 6, 2024** 1. ~~DEFINITIONS~~ **Establishment of Plan** . ~~Unless otherwise specified or unless the context otherwise requires, the following terms, as used in this~~ Spruce Power Holding ~~Corp. 2020 Equity Incentive~~ **Corporation (the " Company ") hereby establishes an unfunded severance benefits plan (this "** Plan ~~,~~ **") that is intended to be a welfare benefit plan within the meaning of Section 3 (1) of ERISA. This Plan is in effect for Participants who experience certain terminations of employment occurring after the Effective Date and before the termination of this Plan. This Plan supersedes any and all (i) severance plans and separation policies applying to Participants that may** have **been** ~~the following meanings: Administrator means the Board of Directors, unless it has delegated power to act on its behalf to the Committee,~~ in **effect before** ~~which case the term " Administrator " means the Committee. Affiliate means a corporation or other~~ -- **the Effective Date** ~~entity, which, for purposes of Section 424 of the Code, is a parent or subsidiary of the Company, direct or indirect. Agreement means a written or electronic document setting forth the terms of a Stock Right delivered pursuant to the Plan, in such form as the Administrator shall approve. Board of Directors means the Board of Directors of the Company. Cause means,~~ with respect to **any termination that would, under the terms of this Plan, constitute** a **termination by the Company without Cause or by** Participant ~~(~~ **for Good Reason, or as** a **result of Participant' s death or Disability, and (ii**) **the provisions of any agreements between any Participant and the Company that provide for severance payments and benefits. 2. Purpose. The purpose of this Plan is to establish the conditions under which Participants will receive the severance payments and benefits described herein if their employment with the Company (or its successor in a Change in Control (as defined below)) terminates under the circumstances specified**

herein. The severance payments and benefits paid under this Plan are not intended to be a reward for prior service with the Company. 3. Definitions. For purposes of this Plan: (a) " Base Salary " shall mean, for any Participant, such Participant' s base salary as in effect immediately before a Participant' s termination of employment (or immediately prior to the effective date of a Change in Control, if greater) and exclusive of any bonuses or other forms of compensation. (b) " Board " shall mean the Board of Directors of the Company. (c) " Cause " shall mean Participant' s: (i) willful misconduct or gross negligence with respect to any material aspect of the Company' s business; (ii) refusal to follow the lawful directions of the Company employee to whom the Participant reports or, in the case of the Chief Executive Officer, the Board; (iii) breach of a fiduciary duty owed to the Company or its shareholders; (iv) any act of fraud, embezzlement or other material dishonesty with respect to the Company ; (v) conviction, plea of nolo contendere, guilty plea, or confession to a crime based upon an act of fraud, embezzlement or dishonesty or to a felony or crime of moral turpitude; (vi) habitual abuse of alcohol or any controlled substance or reporting to work under the influence of alcohol or any controlled substance (other than a controlled substance that Participant is properly taking under a current prescription), (vii) misappropriation by Participant of any material assets or any business opportunities of the Company or any of its subsidiaries or ~~Affiliate~~ affiliates ~~,~~ ; (~~b~~ viii) ~~insubordination, substantial malfeasance~~ a material failure to comply with the Company' s written policies or rules ~~non- feasance of duty , (c) unauthorized disclosure of confidential information~~ as they may be in effect from time to time during Participant' s employment , including policies and rules prohibiting discrimination or harassment; or (~~d~~ ix) a material breach ~~by a Participant~~ of any ~~provision of restrictive covenants agreement or~~ any other written ~~employment, consulting, advisory, nondisclosure, non- competition or similar~~ agreement between the Company or one of its subsidiaries and Participant ~~and the Company or any Affiliate , and (c) conduct substantially prejudicial to the business of the Company or any Affiliate;~~ provided ~~, however, that any provision in an agreement between a Participant and the Company or an Affiliate, which contains a conflicting definition of Cause for termination and which is in effect at the time of such termination, shall supersede this definition with respect to~~ that Participant ~~. The determination of the Administrator as to the existence of Cause~~ will ~~be conclusive on the Participant and~~ have thirty (30) days after notice from the Company to cure a failure or a breach under (vi), (viii) and (ix), to the extent reasonably curable . (d) " Change ~~of~~ in Control " shall ~~means~~ mean the occurrence of any of the following events: 1. Ownership. Any " Person " (as such term is used in Sections 13 (d) and 14 (d) of the Securities Exchange Act of 1934, as amended (the " Exchange Act ")) becomes the " Beneficial Owner " (as defined in Rule 13d- 3 under the Exchange Act), directly or indirectly, of securities of the Company representing 50 % or more of the total voting power represented by the Company' s then outstanding voting securities (excluding for this purpose any such voting securities held by the Company or ~~its Affiliates~~ any parent or subsidiary of the Company under Section 424 of the Code, or by any employee benefit plan of the Company) pursuant to a transaction or a series of related transactions which the Board ~~of Directors~~ does not approve; or 2. Merger / Sale of Assets. (A) A merger or consolidation of the Company whether or not approved by the Board ~~of Directors~~ , other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or the parent of such entity) more than 50 % of the total voting power represented by the voting securities of the Company or such surviving entity or parent of such corporation, as the case may be, outstanding immediately after such merger or consolidation; or (B) the sale or disposition by the Company of all or substantially all of the Company' s assets in a transaction requiring shareholder approval; or 3. Change in Board Composition. A change in the composition of the Board ~~of Directors~~ , as a result of which fewer than a majority of the directors are Incumbent Directors. " Incumbent Directors " shall mean directors who either (A) are directors of the Company as of the date this Plan was initially adopted, or (B) are elected, or nominated for election, to the Board ~~of Directors~~ with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but shall not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Company) ; 4 . provided, that if any payment or benefit payable hereunder upon or following a Change ~~of~~ in Control would be required to comply with the limitations of Section 409A (a) (2) (A) (v) of the Code in order to avoid an additional tax under Section 409A of the Code, such payment or benefit shall be made only if such Change ~~of~~ in Control constitutes a change in ownership or control of the Company, or a change in ownership of the Company' s assets in accordance with Section 409A of the Code. (e) " Change in Control Period " means: (i) the twenty- four (24) month period beginning on the date of a Change in Control or within a period of ninety (90) days preceding the Change in Control if the termination is related to the Change in Control. (f) " COBRA " shall mean the Consolidated Omnibus Budget Reconciliation Act. (g) " Code " shall ~~means~~ mean the ~~United States~~ Internal Revenue Code of 1986, as amended ~~including any successor statute, regulation and guidance thereto~~ . (h) " ~~Committee means the committee of the Board of Directors, if any, to which the Board of Directors has delegated power to act under or pursuant to the provisions of the Plan. Common Stock means shares of the~~ Company " shall ~~' s Class A common stock. Company means~~ mean Spruce Power Holding ~~Corp., a Delaware corporation~~ Corporation ~~. Consultant means~~ or, following a Change in Control, any ~~natural person who~~ successor thereto. (i) " Disability ". shall mean that Participant is ~~an advisor~~ unable to perform the essential functions of their position, with or without a reasonable accommodation, ~~or~~ for ~~consultant who provides bona fide services to~~ a period of 120 calendar days within any rolling 12- month period (whether or not consecutive) or is eligible for benefits under a long- term disability plan sponsored by the Company ~~or its Affiliates , provided that such services are not in connection with the offer or sale of securities in a capital raising transaction, and do not directly or indirectly promote or maintain a market for the Company' s or its Affiliates' securities. Corporate Transaction means a merger, consolidation, or sale of all or substantially all of the Company' s assets or the acquisition of all of the outstanding voting stock of the Company in a single transaction or a series of related transactions by a single entity other than a transaction to merely change the state of incorporation. Disability or Disabled means permanent and total disability as defined in Section 22 (e) (3) of the Code.~~

Employee means any employee of the Company or of an Affiliate (including, without limitation, an employee who is also serving as an officer or director of the Company or of an Affiliate), designated by the Administrator to be eligible to be granted one or more Stock Rights under the Plan. Exchange Act means the United States Securities Exchange Act of 1934, as amended. Fair Market Value of a Share of Common Stock means: If the Common Stock is listed on a national securities exchange or traded in the over- the- counter market and sales prices are regularly reported for the Common Stock, the closing or, if not applicable, the last price of the Common Stock on the composite tape or other comparable reporting system for the trading day on the applicable date and if such applicable date is not a trading day, the last market trading day prior to such date; If the Common Stock is not traded on a national securities exchange but is traded on the over- the- counter market, if sales prices are not regularly reported for the Common Stock for the trading day referred to in clause (1), and if bid and asked prices for the Common Stock are regularly reported, the mean between the bid and the asked price for the Common Stock at the close of trading in the over- the- counter market for the most recent trading day on which Common Stock was traded on the applicable date and if such applicable date is not a trading day, the last market trading day prior to such date; and If the Common Stock is neither listed on a national securities exchange nor traded in the over- the- counter market, such value as the Administrator, in good faith, shall determine in compliance with applicable laws. ISO means a stock option intended to qualify as an incentive stock option under Section 422 of the Code. Non- Q ualified Option means a stock option which is not intended to qualify as an ISO. Option means an ISO or Non- Qualified Option granted under the Plan. Participant means an Employee, director or Consultant of the Company or an Affiliate to whom one or more Stock Rights are granted under the Plan. As used herein, " Participant " shall include " Participant' s Survivors " where the context requires. Performance- Based Award means a Stock Grant or Stock- Based Award which vests based on the attainment of written Performance Goals as set forth in Paragraph 9 hereof. Performance Goals means performance goals determined by the Committee in its sole discretion and set forth in an Agreement. The satisfaction of Performance Goals shall be subject to certification by the Committee. The Committee has the authority to take appropriate action with respect to the Performance Goals (including, without limitation, making adjustments to the Performance Goals or determining the satisfaction of the Performance Goals in connection with a Corporate Transaction) provided that any such action does not otherwise violate the terms of the Plan. Plan means this Spruce Power Holding Corp. 2020 Equity Incentive Plan. Securities Act means the United States Securities Act of 1933, as amended. Shares means shares of the Common Stock as to which Stock Rights have been or may be granted under the Plan or any shares of capital stock into which the Shares are changed or for which they are exchanged within the provisions of Paragraph 3 of the Plan. The Shares issued under the Plan may be authorized and unissued shares or shares held by the Company in its treasury, or both. Stock- Based Award means a grant by the Company under the Plan of an equity award or an equity based award, which is not an Option or a Stock Grant. Stock Grant means a grant by the Company of Shares under the Plan. Stock Right means a right to Shares or the value of Shares of the Company granted pursuant to the Plan-- an ISO, a Non- Qualified Option, a Stock Grant or a Stock- Based Award. Survivor means a deceased Participant' s legal representatives and / or any person or persons who acquired the Participant' s rights to a Stock Right by will or by the laws of descent and distribution. 2. PURPOSES OF THE PLAN. The Plan is intended to encourage ownership of Shares by Employees and directors of and certain Consultants to the Company and its Affiliates in order to attract and retain such people, to induce them to work for the benefit of the Company or of an Affiliate and to provide additional incentive for them to promote the success of the Company or of an Affiliate. The Plan provides for the granting of ISOs, Non- Qualified Options, Stock Grants and Stock- Based Awards. 3. SHARES SUBJECT TO THE PLAN. (a) The number of Shares which may be issued from time to time pursuant to this Plan shall be the sum of: (i) 12, 800, 000 shares of Common Stock and (ii) any shares of Common Stock that are represented by awards granted under the Company' s XL Hybrids, Inc. 2010 Equity Incentive Plan that are forfeited, expire or are cancelled without delivery of shares of Common Stock or which result in the forfeiture of shares of Common Stock back to the Company on or after December 21, 2020, or the equivalent of such number of Shares after the Administrator, in its sole discretion, has interpreted the effect of any stock split, stock dividend, combination, recapitalization or similar transaction in accordance with Paragraph 25 of this Plan, all of which Shares are eligible to be issued as ISOs; provided, however, that no more than 11, 763, 439 Shares shall be added to the Plan pursuant to subsection (ii). (b) Notwithstanding Subparagraph (a) above, on the first day of each fiscal year of the Company during the period beginning with the fiscal year immediately following the fiscal year during which the Plan is first approved by the Company' s shareholders, and ending on the second day of fiscal year 2030, the number of Shares that may be issued from time to time pursuant to the Plan, shall be increased by an amount equal to the lesser of (i) 5 % of the number of outstanding shares of Common Stock on such date and (ii) an amount determined by the Administrator. Notwithstanding the foregoing, the maximum number of Shares that may be issued as ISOs under the Plan shall be 260, 000, 000. (c) If an Option ceases to be " outstanding ", in whole or in part (other than by exercise), or if the Company shall reacquire (at not more than its original issuance price) any Shares issued pursuant to a Stock Grant or Stock- Based Award, or if any Stock Right expires or is forfeited, cancelled, or otherwise terminated or results in any Shares not being issued, the unissued or reacquired Shares which were subject to such Stock Right shall again be available for issuance from time to time pursuant to this Plan. Without limiting the generality of the foregoing, the number of Shares underlying any awards under the Plan that are retained or repurchased on the exercise of an Option or the vesting or issuance of any Stock Right to cover the exercise price or tax withholding required by the Company in connection with vesting shall be added back to the Shares available for issuance under the Plan; provided, however that, in the case of ISOs, the foregoing provisions shall be subject to any limitations under the Code. 4. ADMINISTRATION OF THE PLAN. The Administrator of the Plan will be the Board of Directors, except to the extent the Board of Directors delegates its authority to the Committee, in which case the Committee shall be the Administrator. Subject to the provisions of the Plan, the Administrator is authorized to: (a) Interpret the provisions of the Plan and all Stock Rights and to make all rules and determinations which it deems necessary or advisable for the administration of the Plan; (b) Determine which Employees, directors and Consultants shall be granted Stock Rights; (c) Determine the number of Shares for which a Stock

Right or Stock Rights shall be granted; provided, however, that in no event shall the aggregate grant date fair value (determined in accordance with ASC 718) of Stock Rights to be granted and any other cash compensation paid to any non- employee director in any calendar year, exceed $ 750, 000, increased to $ 1, 000, 000 in the year in which such non- employee director initially joins the Board of Directors; (d) Specify the terms and conditions upon which a Stock Right or Stock Rights may be granted provided that no dividends or dividend equivalents shall be paid on any Stock Right prior to the vesting of the underlying Shares. (e) Amend any term or condition of any outstanding Stock Right, provided that (i) such term or condition as amended is not prohibited by the Plan; (ii) any such amendment shall not impair the rights of a Participant under any Stock Right previously granted without such Participant' s consent or in the event of death of the Participant the Participant' s Survivors; and (iii) any such amendment shall be made only after the Administrator determines whether such amendment would cause any adverse tax consequences to the Participant, including, but not limited to, the annual vesting limitation contained in Section 422 (d) of the Code and described in Paragraph 6 (b) (iv) below with respect to ISOs and pursuant to Section 409A of the Code; (f) Determine and make any adjustments in the Performance Goals included in any Performance- Based Awards; and (g) Adopt any sub- plans applicable to residents of any specified jurisdiction as it deems necessary or appropriate in order to comply with or take advantage of any tax or other laws applicable to the Company, any Affiliate or to Participants or to otherwise facilitate the administration of the Plan, which sub- plans may include additional restrictions or conditions applicable to Stock Rights or Shares issuable pursuant to a Stock Right; provided, however, that all such interpretations, rules, determinations, terms and conditions shall be made and prescribed in the context of potential tax consequences under Section 409A of the Code and preserving the tax status under Section 422 of the Code of those Options which are designated as ISOs. Subject to the foregoing, the interpretation and construction by the Administrator of any provisions of the Plan or of any Stock Right granted under it shall be final, unless otherwise determined by the Board of Directors, if the Administrator is the Committee. In addition, if the Administrator is the Committee, the Board of Directors may take any action under the Plan that would otherwise be the responsibility of the Committee. To the extent permitted under applicable law, the Board of Directors or the Committee may allocate all or any portion of its responsibilities and powers to any one or more of its members and may delegate all or any portion of its responsibilities and powers to any other person selected by it. The Board of Directors or the Committee may revoke any such allocation or delegation at any time. Notwithstanding the foregoing, only the Board of Directors or the Committee shall be authorized to grant a Stock Right to any director of the Company or to any " officer " of the Company as defined by Rule 16a- 1 under the Exchange Act. 5. ELIGIBILITY FOR PARTICIPATION. The Administrator will, in its sole discretion, name the Participants in the Plan; provided, however, that each Participant must be an Employee, director or Consultant of the Company or of an Affiliate at the time a Stock Right is granted. Notwithstanding the foregoing, the Administrator may authorize the grant of a Stock Right to a person not then an Employee, director or Consultant of the Company or of an Affiliate; provided, however, that the actual grant of such Stock Right shall be conditioned upon such person becoming eligible to become a Participant at or prior to the time of the execution of the Agreement evidencing such Stock Right. ISOs may be granted only to Employees. Non- Qualified Options, Stock Grants and Stock- Based Awards may be granted to any Employee, director or Consultant of the Company or an Affiliate. The granting of any Stock Right to any individual shall neither entitle that individual to, nor disqualify that individual from, participation in any other grant of Stock Rights or any grant under any other benefit plan established by the Company or any Affiliate for Employees, directors or Consultants. 6. TERMS AND CONDITIONS OF OPTIONS. Each Option shall be set forth in an Option Agreement, duly executed by the Company and, to the extent required by law or requested by the Company, by the Participant. The Administrator may provide that Options be granted subject to such terms and conditions, consistent with the terms and conditions specifically required under this Plan, as the Administrator may deem appropriate including, without limitation, subsequent approval by the shareholders of the Company of this Plan or any amendments thereto. The Option Agreements shall be subject to at least the following terms and conditions: (a) Non- Q ualified Options: Each Option intended to be a Non- Qualified Option shall be subject to the terms and conditions which the Administrator determines to be appropriate and in the best interest of the Company, subject to the following minimum standards for any such Non- Qualified Option: (i) Exercise Price: Each Option Agreement shall state the exercise price (per share) of the Shares covered by each Option, which exercise price shall be determined by the Administrator and shall be at least equal to the Fair Market Value per share of the Common Stock on the date of grant of the Option. (ii) Number of Shares: Each Option Agreement shall state the number of Shares to which it pertains. (iii) Vesting: Each Option Agreement shall state the date or dates on which it first is exercisable and the date after which it may no longer be exercised, and may provide that the Option rights accrue or become exercisable in installments over a period of months or years, or upon the occurrence of certain performance conditions or the attainment of stated goals or events. (iv) Additional Conditions: Exercise of any Option may be conditioned upon the Participant' s execution of a shareholders agreement in a form satisfactory to the Administrator providing for certain protections for the Company and its other shareholders, including requirements that: A. The Participant' s or the Participant' s Survivors' right to sell or transfer the Shares may be restricted; and B. The Participant or the Participant' s Survivors may be required to execute letters of investment intent and must also acknowledge that the Shares will bear legends noting any applicable restrictions. (v) Term of Option: Each Option shall terminate not more than ten years from the date of the grant or at such earlier time as the Option Agreement may provide. (b) ISOs: Each Option intended to be an ISO shall be issued only to an Employee who is deemed to be a resident of the United States for tax purposes, and shall be subject to the following terms and conditions, with such additional restrictions or changes as the Administrator determines are appropriate but not in conflict with Section 422 of the Code and relevant regulations and rulings of the Internal Revenue Service: (i) Minimum Standards: The ISO shall meet the minimum standards required of Non- Qualified Options, as described in Paragraph 6 (a) above, except clause (i) and (v) thereunder. (ii) Exercise Price: Immediately before the ISO is granted, if the Participant owns, directly or by reason of the applicable attribution rules in Section 424 (d) of the Code: A. 10 % or less of the total combined voting power of all classes of stock of the Company or an Affiliate, the exercise price per share of the Shares covered by each

~~ISO shall not be less than 100 % of the Fair Market Value per share of the Common Stock on the date of grant of the Option; or B. More than 10 % of the total combined voting power of all classes of stock of the Company or an Affiliate, the exercise price per share of the Shares covered by each ISO shall not be less than 110 % of the Fair Market Value per share of the Common Stock on the date of grant of the Option. (iii) Term of Option: For Participants who own: A. 10 % or less of the total combined voting power of all classes of stock of the Company or an Affiliate, each ISO shall terminate not more than ten years from the date of the grant or at such earlier time as the Option Agreement may provide; or B. More than 10 % of the total combined voting power of all classes of stock of the Company or an Affiliate, each ISO shall terminate not more than five years from the date of the grant or at such earlier time as the Option Agreement may provide. (iv) Limitation on Yearly Exercise: The Option Agreements shall restrict the amount of ISOs which may become exercisable in any calendar year (under this or any other ISO plan of the Company or an Affiliate) so that the aggregate Fair Market Value (determined on the date each ISO is granted) of the stock with respect to which ISOs are exercisable for the first time by the Participant in any calendar year does not exceed $ 100, 000. 7. TERMS AND CONDITIONS OF STOCK GRANTS. Each Stock Grant to a Participant shall state the principal terms in an Agreement duly executed by the Company and, to the extent required by law or requested by the Company, by the Participant. The Agreement shall be in a form approved by the Administrator and shall contain terms and conditions which the Administrator determines to be appropriate and in the best interest of the Company, subject to the following minimum standards: (a) Each Agreement shall state the purchase price per share, if any, of the Shares covered by each Stock Grant, which purchase price shall be determined by the Administrator but shall not be less than the minimum consideration required by the Delaware General Corporation Law, if any, on the date of the grant of the Stock Grant; (b) Each Agreement shall state the number of Shares to which the Stock Grant pertains; (c) Each Agreement shall include the terms of any right of the Company to restrict or reacquire the Shares subject to the Stock Grant, including the time period or attainment of Performance Goals or such other performance criteria upon which such rights shall accrue and the purchase price therefor, if any; and (d) Dividends (other than stock dividends to be issued pursuant to Section 25 of the Plan) may accrue but shall not be paid prior to the time, and may be paid only to the extent that the restrictions or rights to reacquire the Shares subject to the Stock Grant lapse. 8. TERMS AND CONDITIONS OF OTHER STOCK- BASED AWARDS. The Administrator shall have the right to grant other Stock- Based Awards based upon the Common Stock having such terms and conditions as the Administrator may determine, including, without limitation, the grant of Shares based upon certain conditions, the grant of securities convertible into Shares and the grant of stock appreciation rights, phantom stock awards or stock units. The principal terms of each Stock- Based Award shall be set forth in an Agreement, duly executed by the Company and, to the extent required by law or requested by the Company, by the Participant. The Agreement shall be in a form approved by the Administrator and shall contain terms and conditions which the Administrator determines to be appropriate and in the best interest of the Company. Each Agreement shall include the terms of any right of the Company including the right to terminate the Stock- Based Award without the issuance of Shares, the terms of any vesting conditions, Performance Goals or events upon which Shares shall be issued, provided that dividends (other than stock dividends to be issued pursuant to Section 25 of the Plan) or dividend equivalents may accrue but shall not be paid prior to and may be paid only to the extent that the Shares subject to the Stock- Based Award vest. Under no circumstances may the Agreement covering stock appreciation rights (a) have an exercise or base price (per share) that is less than the Fair Market Value per share of Common Stock on the date of grant or (b) expire more than ten years following the date of grant. The Company intends that the Plan and any Stock- Based Awards granted hereunder be exempt from the application of Section 409A of the Code or meet the requirements of paragraphs (2), (3) and (4) of subsection (a) of Section 409A of the Code, to the extent applicable, and be operated in accordance with Section 409A so that any compensation deferred under any Stock- Based Award (and applicable investment earnings) shall not be included in income under Section 409A of the Code. Any ambiguities in the Plan shall be construed to effect the intent as described in this Paragraph 8. 9. PERFORMANCE- BASED AWARDS. The Committee shall determine whether, with respect to a performance period, the applicable Performance Goals have been met with respect to a given Participant and, if they have, to so certify and ascertain the amount of the applicable Performance- Based Award. No Performance- Based Awards will be issued for such performance period until such certification is made by the Committee. The number of Shares issued in respect of a Performance- Based Award determined by the Committee for a performance period shall be paid to the Participant at such time~~ as determined by the **Company.** ~~Committee in its sole discretion after the end of such performance period, and any dividends~~ (**j) " Effective Date " shall mean August [6], 2024. (k) " Eligible Employee " shall mean the Chief Executive Officer, Sarah Weber Wells and Jonathan M. Norling, and** other **executives as recommended** ~~than stock dividends to be issued pursuant to Section 25 of the Plan) or dividend equivalents that accrue shall only be paid in respect of the number of Shares earned in respect of such Performance- Based Award. 10. EXERCISE OF OPTIONS AND ISSUE OF SHARES. An Option (or any part or installment thereof) shall be exercised~~ by ~~giving written notice to the Company or its designee (in a form acceptable to the Administrator, which may include electronic notice), together with provision for payment of the aggregate exercise price in accordance with this Paragraph for the Shares as to which the Option is being exercised, and upon compliance with any other~~ -- **the Chief Executive Officer** ~~condition (s) set forth in the Option Agreement. Such notice shall be signed by the person exercising the Option (which signature may be provided electronically in a form acceptable to the Administrator), shall state the number of Shares with respect to which the Option is being exercised and shall contain any representation required by the Plan or the Option Agreement. Payment of the exercise price for the Shares as to which such Option is being exercised shall be made (a) in United States dollars in cash or by check; or (b) at the discretion of the Administrator, through delivery of shares of Common Stock held for at least six months (if required to avoid negative accounting treatment) having a Fair Market Value equal as of the date of the exercise to the aggregate cash exercise price for the number of Shares as to which the Option is being exercised; or (c) at the discretion of the Administrator, by having the Company retain from the Shares otherwise issuable upon exercise of the Option, a number of Shares having a Fair Market Value equal as of the date of exercise to the aggregate exercise price for the number of Shares as to~~

which the Option is being exercised; or (d) at the discretion of the Administrator, in accordance with a cashless exercise program established with a securities brokerage firm, and approved by the **Board** Administrator; or (e) at the discretion of the Administrator, by any combination **compensation committee** of (a), (b), (c) and (d) above or (f) at the discretion of the Administrator, by payment of such other -- **the Board** lawful consideration as the Administrator may determine . Notwithstanding the foregoing, the Administrator **(l) " ERISA "** shall **mean** accept only such payment on exercise of an ISO as is permitted by Section 422 of the Code. The Company shall then reasonably promptly deliver the Shares as to which such Option was exercised to the Participant (or to the Participant' s Survivors, as the case may be). In determining what constitutes " reasonably promptly, " it is expressly understood that the issuance and delivery of the Shares may be delayed by the Company in order to comply with any law or regulation (including, without limitation, state securities or " blue sky " laws) which requires the Company to take any action with respect to the Shares prior to their issuance. The Shares shall, upon delivery, be fully paid, non- assessable Shares. 11. PAYMENT IN CONNECTION WITH THE ISSUANCE OF STOCK GRANTS AND STOCK- BASED AWARDS AND ISSUE OF SHARES. Any Stock Grant or Stock- Based Award requiring payment of a purchase price for the Shares as to which such Stock Grant or Stock- Based Award is being granted shall be made (a) in United States dollars in cash or by check; or (b) at the discretion of the Administrator, through delivery of shares of Common Stock held for at least six months (if required to avoid negative accounting treatment) and having a Fair Market Value equal as of the date of payment to the purchase price of the Stock Grant or Stock- Based Award; or (c) by delivery of a promissory note, if the Board of Directors has expressly authorized the loan of funds to the Participant for the purpose of enabling or assisting the Participant to effect such purchase; (d) at the discretion of the Administrator, by any combination of (a) through (c) above; or (e) at the discretion of the Administrator, by payment of such other lawful consideration as the Administrator may determine. The Company shall when required by the applicable Agreement, reasonably promptly deliver the Shares as to which such Stock Grant or Stock- Based Award was made to the Participant (or to the Participant' s Survivors, as the case may be), subject to any escrow provision set forth in the applicable Agreement. In determining what constitutes " reasonably promptly, " it is expressly understood that the issuance and delivery of the Shares may be delayed by the Company in order to comply with any law or regulation (including, without limitation, state securities or " blue sky " laws) which requires the Company to take any action with respect to the Shares prior to their issuance. 12. RIGHTS AS A SHAREHOLDER. No Participant to whom a Stock Right has been granted shall have rights as a shareholder with respect to any Shares covered by such Stock Right except after due exercise of an Option or issuance of Shares as set forth in any Agreement, tender of the aggregate exercise or purchase price, if any, for the Shares being purchased and registration of the Shares in the Company' s share register in the name of the Participant. 13. ASSIGNABILITY AND TRANSFERABILITY OF STOCK RIGHTS. By its terms, a Stock Right granted to a Participant shall not be transferable by the Participant other than (i) by will or by the laws of descent and distribution, or (ii) as approved by the Administrator in its discretion and set forth in the applicable Agreement provided that no Stock Right may be transferred by a Participant for value. Notwithstanding the foregoing, an ISO transferred except in compliance with clause (i) above shall no longer qualify as an ISO. The designation of a beneficiary of a Stock Right by a Participant, with the prior approval of the Administrator and in such form as the Administrator shall prescribe, shall not be deemed a transfer prohibited by this Paragraph. Except as provided above during the Participant' s lifetime a Stock Right shall only be exercisable by or issued to such Participant (or his or her legal representative) and shall not be assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment or similar process. Any attempted transfer, assignment, pledge, hypothecation or other disposition of any Stock Right or of any rights granted thereunder contrary to the provisions of this Plan, or the levy of any attachment or similar process upon a Stock Right, shall be null and void. 14. EFFECT ON OPTIONS OF TERMINATION OF SERVICE OTHER THAN FOR CAUSE OR DEATH OR DISABILITY. Except as otherwise provided in a Participant' s Option Agreement, in the event of a termination of service (whether as an Employee, director or Consultant) with the Company or an Affiliate before the Participant has exercised an Option, the following rules apply: (a) A Participant who ceases to be an Employee, director or Consultant of the Company or of an Affiliate (for any reason other than termination for Cause, Disability, or death for which events there are special rules in Paragraphs 15, 16, and 17, respectively), may exercise any Option granted to such Participant to the extent that the Option is exercisable on the date of such termination of service, but only within such term as the Administrator has designated in a Participant' s Option Agreement. (b) Except as provided in Subparagraph (c) below, or Paragraph 16 or 17, in no event may an Option intended to be an ISO, be exercised later than three months after the Participant' s termination of employment. (c) The provisions of this Paragraph, and not the provisions of Paragraph 16 or 17, shall apply to a Participant who subsequently becomes Disabled or dies after the termination of employment, director status or consultancy; provided, however, in the case of a Participant' s Disability or death within three months after the termination of employment, director status or consultancy, the Participant or the Participant' s Survivors may exercise the Option within one year after the date of the Participant' s termination of service, but in no event after the date of expiration of the term of the Option. (d) Notwithstanding anything herein to the contrary, if subsequent to a Participant' s termination of employment, termination of director status or termination of consultancy, but prior to the exercise of an Option, the Administrator determines that, either prior or subsequent to the Participant' s termination, the Participant engaged in conduct which would constitute Cause, then such Participant shall forthwith cease to have any right to exercise any Option. (e) A Participant to whom an Option has been granted under the Plan who is absent from the Company or an Affiliate because of temporary disability (any disability other than a Disability as defined in Paragraph 1 hereof), or who is on leave of absence for any purpose, shall not, during the period of any such absence, be deemed, by virtue of such absence alone, to have terminated such Participant' s employment, director status or consultancy with the Company or with an Affiliate, except as the Administrator may otherwise expressly provide; provided, however, that, for ISOs, any leave of absence granted by the Administrator of greater than three months, unless pursuant to a contract or statute that guarantees the right to reemployment, shall cause such ISO to become a Non- Qualified Option on the date that is six months following the commencement of such

leave of absence. (f) Except as required by law or as set forth in a Participant's Option Agreement, Options granted under the Plan shall not be affected by any change of a Participant's status within or among the Company and any Affiliates, so long as the Participant continues to be an Employee, director or Consultant of the Company or any Affiliate. 15. EFFECT ON OPTIONS OF TERMINATION OF SERVICE FOR CAUSE. Except as otherwise provided in a Participant's Option Agreement, the following rules apply if the Participant's service (whether as an Employee, director or Consultant) with the Company or an Affiliate is terminated for Cause prior to the time that all his or her outstanding Options have been exercised: (a) All outstanding and unexercised Options as of the time the Participant is notified his or her service is terminated for Cause will immediately be forfeited. (b) Cause is not limited to events which have occurred prior to a Participant's termination of service, nor is it necessary that the Administrator's finding of Cause occur prior to termination. If the Administrator determines, subsequent to a Participant's termination of service but prior to the exercise of an Option, that either prior or subsequent to the Participant's termination the Participant engaged in conduct which would constitute Cause, then the right to exercise any Option is forfeited. 16. EFFECT ON OPTIONS OF TERMINATION OF SERVICE FOR DISABILITY. Except as otherwise provided in a Participant's Option Agreement: (a) A Participant who ceases to be an Employee, director or Consultant of the Company or of an Affiliate by reason of Disability may exercise any Option granted to such Participant to the extent that the Option has become exercisable but has not been exercised on the date of the Participant's termination of service due to Disability; and in the event rights to exercise the Option accrue periodically, to the extent of a pro rata portion through the date of the Participant's termination of service due to Disability of any additional vesting rights that would have accrued on the next vesting date had the Participant not become Disabled. The proration shall be based upon the number of days accrued in the current vesting period prior to the date of the Participant's termination of service due to Disability. (b) A Disabled Participant may exercise the Option only within the period ending one year after the date of the Participant's termination of service due to Disability, notwithstanding that the Participant might have been able to exercise the Option as to some or all of the Shares on a later date if the Participant had not been terminated due to Disability and had continued to be an Employee, director or Consultant or, if earlier, within the originally prescribed term of the Option. (c) The Administrator shall make the determination both of whether Disability has occurred and the date of its occurrence (unless a procedure for such determination is set forth in another agreement between the Company and such Participant, in which case such procedure shall be used for such determination). If requested, the Participant shall be examined by a physician selected or approved by the Administrator, the cost of which examination shall be paid for by the Company. 17. EFFECT ON OPTIONS OF DEATH WHILE AN EMPLOYEE, DIRECTOR OR CONSULTANT. Except as otherwise (a) In the event of the death of a Participant while the Participant is an Employee, director or Consultant of the Company or of an Affiliate, such Option may be exercised by the Participant's Survivors to the extent that the Option has become exercisable but has not been exercised on the date of death; and in the event rights to exercise the Option accrue periodically, to the extent of a pro rata portion through the date of death of any additional vesting rights that would have accrued on the next vesting date had the Participant not died. The proration shall be based upon the number of days accrued in the current vesting period prior to the Participant's date of death. (b) If the Participant's Survivors wish to exercise the Option, they must take all necessary steps to exercise the Option within one year after the date of death of such Participant, notwithstanding that the decedent might have been able to exercise the Option as to some or all of the Shares on a later date if he or she had not died and had continued to be an Employee, director or Consultant or, if earlier, within the originally prescribed term of the Option. 18. EFFECT OF TERMINATION OF SERVICE ON UNACCEPTED STOCK GRANTS AND STOCK- BASED AWARDS. In the event of a termination of service (whether as an Employee, director or Consultant) with the Company or an Affiliate for any reason before the Participant has accepted a Stock Grant or a Stock- Based Award and paid the purchase price, if required, such grant shall terminate. For purposes of this Paragraph 18 and Paragraph 19 below, a Participant to whom a Stock Grant or a Stock- Based Award has been issued under the Plan who is absent from work with the Company or with an Affiliate because of temporary disability (any disability other than a Disability as defined in Paragraph 1 hereof), or who is on leave of absence for any purpose, shall not, during the period of any such absence, be deemed, by virtue of such absence alone, to have terminated such Participant's employment, director status or consultancy with the Company or with an Affiliate, except as the Administrator may otherwise expressly provide. In addition, for purposes of this Paragraph 18 and Paragraph 19 below, any change of employment or other service within or among the Company and any Affiliates shall not be treated as a termination of employment, director status or consultancy so long as the Participant continues to be an Employee, director or Consultant of the Company or any Affiliate. 19. EFFECT ON STOCK GRANTS AND STOCK- BASED AWARDS OF TERMINATION OF SERVICE OTHER THAN FOR CAUSE, DEATH OR DISABILITY. Except as otherwise provided in a Participant's Agreement, in the event of a termination of service for any reason (whether as an Employee, director or Consultant), other than termination for Cause, death or Disability for which there are special rules in Paragraphs 20, 21, and 22 below, before all forfeiture provisions or Company rights of repurchase shall have lapsed, then the Company shall have the right to cancel or repurchase that number of Shares subject to a Stock Grant or Stock- Based Award as to which the Company's forfeiture or repurchase rights have not lapsed. 20. EFFECT ON STOCK GRANTS AND STOCK- BASED AWARDS OF TERMINATION OF SERVICE FOR CAUSE. Except as otherwise provided in a Participant's Agreement, the following rules apply if the Participant's service (whether as an Employee, director or Consultant) with the Company or an Affiliate is terminated for Cause: (a) All Shares subject to any Stock Grant or Stock- Based Award that remain subject to forfeiture provisions or as to which the Company shall have a repurchase right shall be immediately forfeited to the Company as of the time the Participant is notified his or her service is terminated for Cause. (b) Cause is not limited to events which have occurred prior to a Participant's termination of service, nor is it necessary that the Administrator's finding of Cause occur prior to termination. If the Administrator determines, subsequent to a Participant's termination of service, that either prior or subsequent to the Participant's termination the Participant engaged in conduct which would constitute Cause, then all Shares subject to any Stock Grant or Stock- Based Award that remained subject to forfeiture

provisions or as to which the Company had a repurchase right on the date of termination shall be immediately forfeited to the Company. 21. EFFECT ON STOCK GRANTS AND STOCK- BASED AWARDS OF TERMINATION OF SERVICE FOR DISABILITY. Except as otherwise provided in a Participant' s Agreement, the following rules apply if a Participant ceases to be an Employee, director or Consultant of the Company or of an Affiliate by reason of Disability: to the extent the forfeiture provisions or the Company' s rights of repurchase have not lapsed on the date of Disability, they shall be exercisable; provided, however, that in the event such forfeiture provisions or rights of repurchase lapse periodically, such provisions or rights shall lapse to the extent of a pro rata portion of the Shares subject to such Stock Grant or Stock- Based Award through the date of Disability as would have lapsed had the Participant not become Disabled. The proration shall be based upon the number of days accrued prior to the date of Disability. The Administrator shall make the determination both as to whether Disability has occurred and the date of its occurrence (unless a procedure for such determination is set forth in another agreement between the Company and such Participant, in which case such procedure shall be used for such determination). If requested, the Participant shall be examined by a physician selected or approved by the Administrator, the cost of which examination shall be paid for by the Company. 22. EFFECT ON STOCK GRANTS AND STOCK- BASED AWARDS OF DEATH WHILE AN EMPLOYEE, DIRECTOR OR CONSULTANT. Except as otherwise provided in a Participant' s Agreement, the following rules apply in the event of the death of a Participant while the Participant is an Employee, director or Consultant of the Company or of an Affiliate: to the extent the forfeiture provisions or the Company' s rights of repurchase have not lapsed on the date of death, they shall be exercisable; provided, however, that in the event such forfeiture provisions or rights of repurchase lapse periodically, such provisions or rights shall lapse to the extent of a pro rata portion of the Shares subject to such Stock Grant or Stock- Based Award through the date of death as would have lapsed had the Participant not died. The proration shall be based upon the number of days accrued prior to the Participant' s date of death. 23. PURCHASE FOR INVESTMENT. Unless the offering and sale of the Shares shall have been effectively registered under the Securities Act, the Company shall be under no obligation to issue Shares under the Plan unless and until the following conditions have been fulfilled: (a) The person who receives a Stock Right shall warrant to the Company, prior to the receipt of Shares, that such person is acquiring such Shares for his or her own account, for investment, and not with a view to, or for sale in connection with, the distribution of any such Shares, in which event the person acquiring such Shares shall be bound by the provisions of the following legend (or a legend in substantially similar form) which shall be endorsed upon the certificate evidencing the Shares issued pursuant to such exercise or such grant of a Stock Right: " The shares represented by this certificate have been taken for investment and they may not be sold or otherwise transferred by any person, including a pledgee, unless (1) either (a) a Registration Statement with respect to such shares shall be effective under the Securities Act of 1933, as amended, or (b) the Company shall have received an opinion of counsel satisfactory to it that an exemption from registration under such Act is then available, and (2) there shall have been compliance with all applicable state securities laws. " (b) At the discretion of the Administrator, the Company shall have received an opinion of its counsel that the Shares may be issued in compliance with the Securities Act without registration thereunder. 24. DISSOLUTION OR LIQ UIDATION OF THE COMPANY. Upon the dissolution or liquidation of the Company, all Options granted under this Plan which as of such date shall not have been exercised and all Stock Grants and Stock- Based Awards which have not been accepted, to the extent required under the applicable Agreement, will terminate and become null and void; provided, however, that if the rights of a Participant or a Participant' s Survivors have not otherwise terminated and expired, the Participant or the Participant' s Survivors will have the right immediately prior to such dissolution or liquidation to exercise or accept any Stock Right to the extent that the Stock Right is exercisable or subject to acceptance as of the date immediately prior to such dissolution or liquidation. Upon the dissolution or liquidation of the Company, any outstanding Stock- Based Awards shall immediately terminate unless otherwise determined by the Administrator or specifically provided in the applicable Agreement. 25. ADJUSTMENTS. Upon the occurrence of any of the following events, a Participant' s rights with respect to any Stock Right granted to such Participant hereunder shall be adjusted as hereinafter provided, unless otherwise specifically provided in a Participant' s Agreement. (a) Stock Dividends and Stock Splits. If (i) the shares of Common Stock shall be subdivided or combined into a greater or smaller number of shares or if the Company shall issue any shares of Common Stock as a stock dividend on its outstanding Common Stock, or (ii) additional shares or new or different shares or other securities of the Company or other non- cash assets are distributed with respect to such shares of Common Stock, each Stock Right and the number of shares of Common Stock deliverable thereunder shall be appropriately increased or decreased proportionately, and appropriate adjustments shall be made including, in the exercise, base or purchase price per share and in the Performance Goals applicable to outstanding Performance- Based Awards to reflect such events. The number of Shares subject to the limitations in Paragraph 3 (a) and 4 (c) shall also be proportionately adjusted upon the occurrence of such events. (b) Corporate Transactions. If the Company is to be consolidated with or acquired by another entity in a Corporate Transaction, the Administrator or the board of directors of any entity assuming the obligations of the Company hereunder (the " Successor Board "), shall, as to outstanding Options, either: (i) make appropriate provision for the continuation of such Options by substituting on an equitable basis for the Shares then subject to such Options either the consideration payable with respect to the outstanding shares of Common Stock in connection with the Corporate Transaction or securities of any successor or acquiring entity; or (ii) upon written notice to the Participants, provide that such Options must be exercised (either (A) to the extent then exercisable or (B) at the discretion of the Administrator, any such Options being made partially or fully exercisable for purposes of this Subparagraph), within a specified number of days of the date of such notice, at the end of which period such Options which have not been exercised shall terminate; or (iii) terminate such Options in exchange for payment of an amount equal to the consideration payable upon consummation of such Corporate Transaction to a holder of the number of shares of Common Stock into which such Option would have been exercisable (either (A) to the extent then exercisable or, (B) at the discretion of the Administrator, any such Options being made partially or fully exercisable for purposes of this Subparagraph) less the aggregate exercise price thereof. For purposes of determining the payments to be made pursuant to Subclause (iii) above, in the case of a

Corporate Transaction the consideration for which, in whole or in part, is other than cash, the consideration other than cash shall be valued at the fair value thereof as determined in good faith by the Board of Directors. With respect to outstanding Stock Grants or Stock- Based Awards, the Administrator or the Successor Board, shall make appropriate provision for the continuation of such Stock Grants or Stock- Based Awards on the same terms and conditions by substituting on an equitable basis for the Shares then subject to such Stock Grants or Stock- Based Awards either the consideration payable with respect to the outstanding Shares of Common Stock in connection with the Corporate Transaction or securities of any successor or acquiring entity. In lieu of the foregoing, in connection with any Corporate Transaction, the Administrator may provide that each outstanding Stock Grant or Stock- Based Award shall be terminated in exchange for payment of an amount equal to the consideration payable upon consummation of such Corporate Transaction to a holder of the number of shares of Common Stock comprising such Stock Grant or Stock- Based Award (to the extent such Stock Grant or Stock- Based Award is no longer subject to any forfeiture or repurchase rights then in effect or, at the discretion of the Administrator, all forfeiture and repurchase rights being waived). In taking any of the actions permitted under this Paragraph 25 (b), the Administrator shall not be obligated by the Plan to treat all Stock Rights, all Stock Rights held by a Participant, or all Stock Rights of the same type, identically. A Stock Right may be subject to acceleration of vesting and exercisability upon or after a Change of Control as may be provided in the Agreement for such Stock Right, in any other written agreement between the Company or any Affiliate and the Participant, in any director compensation policy of the Company, or as otherwise determined by the Administrator. (c) Recapitalization or Reorganization. In the event of a recapitalization or reorganization of the Company other than a Corporate Transaction pursuant to which securities of the Company or of another corporation are issued with respect to the outstanding shares of Common Stock, a Participant upon exercising an Option or accepting a Stock Grant after the recapitalization or reorganization shall be entitled to receive for the price paid upon such exercise or acceptance if any, the number of replacement securities which would have been received if such Option had been exercised or Stock Grant accepted prior to such recapitalization or reorganization. (d) Adjustments to Stock- Based Awards. Upon the happening of any of the events described in Subparagraphs (a), (b) or (c) above, any outstanding Stock- Based Award shall be appropriately adjusted to reflect the events described in such Subparagraphs. The Administrator or the Successor Board shall determine the specific adjustments to be made under this Paragraph 25, including, but not limited to the effect of any, Corporate Transaction or Change of Control and, subject to Paragraph 4, its determination shall be conclusive. (e) Modification of Options. Notwithstanding the foregoing, any adjustments made pursuant to Subparagraph (a), (b) or (c) above with respect to Options shall be made only after the Administrator determines whether such adjustments would (i) constitute a " modification " of any ISOs (as that term is defined in Section 424 (h) of the Code) or (ii) cause any adverse tax consequences for the holders of Options, including, but not limited to, pursuant to Section 409A of the Code. If the Administrator determines that such adjustments made with respect to Options would constitute a modification or other adverse tax consequence, it may in its discretion refrain from making such adjustments, unless the holder of an Option specifically agrees in writing that such adjustment be made and such writing indicates that the holder has full knowledge of the consequences of such " modification " on his or her income tax treatment with respect to the Option. This paragraph shall not apply to the acceleration of the vesting of any ISO that would cause any portion of the ISO to violate the annual vesting limitation contained in Section 422 (d) of the Code, as described in Paragraph 6 (b) (iv). 26. ISSUANCES OF SECURITIES. Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares subject to Stock Rights. Except as expressly provided herein, no adjustments shall be made for dividends paid in cash or in property (including without limitation, securities) of the Company prior to any issuance of Shares pursuant to a Stock Right. 27. FRACTIONAL SHARES. No fractional shares shall be issued under the Plan and the person exercising a Stock Right shall receive from the Company cash in lieu of such fractional shares equal to the Fair Market Value thereof. 28. WITHHOLDING. In the event that any federal, state, or local income taxes, employment taxes, Federal Insurance Contributions Act withholdings or other amounts are required by applicable law or governmental regulation to be withheld from the Participant' s salary, wages or other remuneration in connection with the issuance of a Stock Right or Shares under the Plan or for any other reason required by law, the Company may withhold from the Participant' s compensation, if any, or may require that the Participant advance in cash to the Company, or to any Affiliate of the Company which employs or employed the Participant, the statutory minimum amount of such withholdings unless a different withholding arrangement, including the use of shares of the Company' s Common Stock or a promissory note, is authorized by the Administrator (and permitted by law). For purposes hereof, the fair market value of the shares withheld for purposes of payroll withholding shall be determined in the manner set forth under the definition of Fair Market Value provided in Paragraph 1 above, as of the most recent practicable date. If the Fair Market Value of the shares withheld is less than the amount of payroll withholdings required, the Participant may be required to advance the difference in cash to the Company or the Affiliate employer. 29. NOTICE TO COMPANY OF DISQ UALIFYING DISPOSITION. Each Employee who receives an ISO must agree to notify the Company in writing immediately after the Employee makes a Disqualifying Disposition of any Shares acquired pursuant to the exercise of an ISO. A Disqualifying Disposition is defined in Section 424 (c) of the Code and includes any disposition (including any sale or gift) of such Shares before the later of (a) two years after the date the Employee was granted the ISO, or (b) one year after the date the Employee acquired Shares by exercising the ISO, except as otherwise provided in Section 424 (c) of the Code. If the Employee has died before such Shares are sold, these holding period requirements do not apply and no Disqualifying Disposition can occur thereafter. 30. TERMINATION OF THE PLAN. The Plan will terminate on December 20, 2030, the date which is ten years from the earlier of the date of its adoption by the Board of Directors and the date of its approval by the shareholders of the Company. The Plan may be terminated at an earlier date by vote of the shareholders or the Board of Directors of the Company; provided, however, that any such earlier termination shall not affect any Agreements executed prior to the effective date of such termination. Termination of the Plan shall not affect any Stock Rights theretofore granted. 31. AMENDMENT OF THE PLAN

AND AGREEMENTS. The Plan may be amended by the shareholders of the Company. The Plan may also be amended by the Administrator; provided that any amendment approved by the Administrator which the Administrator determines is of a scope that requires shareholder approval shall be subject to obtaining such shareholder approval including, without limitation, to the extent necessary to qualify any or all outstanding Stock Rights granted under the Plan or Stock Rights to be granted under the Plan for favorable federal income tax treatment as may be afforded ISOs under Section 422 of the Code and to the extent necessary to qualify the Shares issuable under the Plan for listing on any national securities exchange or quotation in any national automated quotation system of securities dealers. Any modification or amendment of the Plan shall not, without the consent of a Participant, adversely affect his or her rights under a Stock Right previously granted to such Participant, unless such amendment is required by applicable law or necessary to preserve the economic value of such Stock Right. With the consent of the Participant affected, the Administrator may amend outstanding Agreements in a manner which may be adverse to the Participant but which is not inconsistent with the Plan. In the discretion of the Administrator, outstanding Agreements may be amended by the Administrator in a manner which is not adverse to the Participant. Nothing in this Paragraph 31 shall limit the Administrator' s authority to take any action permitted pursuant to Paragraph 25. 32. EMPLOYMENT OR OTHER RELATIONSHIP. Nothing in this Plan or any Agreement shall be deemed to prevent the Company or an Affiliate from terminating the employment, consultancy or director status of a Participant, nor to prevent a Participant from terminating his or her own employment, consultancy or director status or to give any Participant a right to be retained in employment or other service by the Company or any Affiliate for any period of time. 33. SECTION 409A. If a Participant is a " specified employee " as defined in Section 409A of the Code (and as applied according to procedures of the Company and its Affiliates) as of his separation from service, to the extent any payment under this Plan or pursuant to the grant of a Stock- Based Award constitutes deferred compensation (after taking into account any applicable exemptions from Section 409A of the Code), and to the extent required by Section 409A of the Code, no payments due under this Plan or pursuant to a Stock- Based Award may be made until the earlier of: (i) the first day of the seventh month following the Participant' s separation from service, or (ii) the Participant' s date of death; provided, however, that any payments delayed during this six- month period shall be paid in the aggregate in a lump sum, without interest, on the first day of the seventh month following the Participant' s separation from service. The Administrator shall administer the Plan with a view toward ensuring that Stock Rights under the Plan that are subject to Section 409A of the Code comply with the requirements thereof and that Options under the Plan be exempt from the requirements of Section 409A of the Code, but neither the Administrator nor any member of the Board of Directors, nor the Company nor any of its Affiliates, nor any other person acting hereunder on behalf of the Company, the Administrator or the Board of Directors shall be liable to a Participant or any Survivor by reason of the acceleration of any income, or the imposition of any additional tax or penalty, with respect to a Stock Right, whether by reason of a failure to satisfy the requirements of Section 409A of the Code or otherwise. 34. INDEMNITY. Neither the Board of Directors nor the Administrator, nor any members of either, nor any employees of the Company or any parent, subsidiary, or other Affiliate, shall be liable for any act, omission, interpretation, construction or determination made in good faith in connection with their responsibilities with respect to this Plan, and the Company hereby agrees to indemnify the members of the Board or Directors, the members of the Committee, and the employees of the Company and its parent or subsidiaries in respect of any claim, loss, damage, or expense (including reasonable counsel fees) arising from any such act, omission, interpretation, construction or determination to the full extent permitted by law. 35. CLAWBACK. Notwithstanding anything to the contrary contained in this Plan, the Company may recover from a Participant any compensation received from any Stock Right (whether or not settled) or cause a Participant to forfeit any Stock Right (whether or not vested) in the event that the Company' s Clawback Policy as then in effect is triggered. 36. GOVERNING LAW. This Plan shall be construed and enforced in accordance with the law of the State of Delaware. Exhibit 10. 6 Option No. Stock Option Grant Notice Stock Option Grant under the Company' s 2020 Equity Incentive Plan 1. Name and Address of Participant: _____ 2. Grant Date: _____ 3. Type of Grant: _____ 4. Maximum Number of Shares for which this Option is exercisable: _____ 5. Exercise (purchase) price per share: _____ 6. Option Expiration Date: _____ 7. Vesting Start Date: _____ 8. Vesting Schedule: This Option shall become exercisable (and the Shares issued upon exercise shall be vested) as follows provided the Participant is an Employee, director or Consultant of the Company or of an Affiliate on the applicable vesting date: [Insert Vesting Schedule] The foregoing rights are cumulative and are subject to the other terms and conditions of this Stock Option Grant Notice and the Plan. The Company and the Participant acknowledge receipt of this Stock Option Grant Notice and agree to the terms of the Stock Option Agreement attached hereto and incorporated by reference herein, the Company' s 2020 Equity Incentive Plan and the terms of this Option Grant as set forth above. Spruce Power Holding Corp. By: _____ Name: Title: Participant STOCK OPTION AGREEMENT- INCORPORATED TERMS AND CONDITIONS AGREEMENT (this " Agreement ") made as of the date of grant set forth in the Stock Option Grant Notice by and between Spruce Power Holding Corp. (the " Company "), a Delaware company, and the individual whose name appears on the Stock Option Grant Notice (the " Participant "). WHEREAS, the Company desires to grant to the Participant an Option to purchase shares of its common stock, $ 0. 0001 par value per share (the " Shares "), under and for the purposes set forth in the Company' s 2020 Equity Incentive Plan (the " Plan "); WHEREAS, the Company and the Participant understand and agree that any terms used and not defined herein have the same meanings as in the Plan; and WHEREAS, the Company and the Participant each intend that the Option granted herein shall be of the type set forth in the Stock Option Grant Notice. NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the parties hereto agree as follows: 1. GRANT OF

OPTION. The Company hereby grants to the Participant the right and option to purchase all or any part of an aggregate of the number of Shares set forth in the Stock Option Grant Notice, on the terms and conditions and subject to all the limitations set forth herein, under United States securities and tax laws, and in the Plan, which is incorporated herein by reference. The Participant acknowledges receipt of a copy of the Plan. 2. EXERCISE PRICE. The exercise price of the Shares covered by the Option shall be the amount per Share set forth in the Stock Option Grant Notice, subject to adjustment, as provided in the Plan, in the event of a stock split, reverse stock split or other events affecting the holders of Shares after the date hereof (the " Exercise Price "). Payment shall be made in accordance with Paragraph 11 of the Plan. 3. EXERCISABILITY OF OPTION. Subject to the terms and conditions set forth in this Agreement and the Plan, the Option granted hereby shall become vested and exercisable as set forth in the Stock Option Grant Notice and is subject to the other terms and conditions of this Agreement and the Plan. 4. TERM OF OPTION. This Option shall terminate on the Option Expiration Date as specified in the Stock Option Grant Notice and, if this Option is designated in the Stock Option Grant Notice as an ISO and the Participant owns as of the date hereof more than 10 % of the total combined voting power of all classes of capital stock of the Company or an Affiliate, such date may not be more than five years from the date of this Agreement, but shall be subject to earlier termination as provided herein or in the Plan. If the Participant ceases to be an Employee, director or Consultant of the Company or of an Affiliate for any reason other than the death or Disability of the Participant, or termination of the Participant for Cause (the " Termination Date "), the Option to the extent then vested and exercisable pursuant to Section 3 hereof as of the Termination Date, and not previously terminated in accordance with this Agreement, may be exercised within three months after the Termination Date, or on or prior to the Option Expiration Date as specified in the Stock Option Grant Notice, whichever is earlier, but may not be exercised thereafter except as set forth below. In such event, the unvested portion of the Option shall not be exercisable and shall expire and be cancelled on the Termination Date. If this Option is designated in the Stock Option Grant Notice as an ISO and the Participant ceases to be an Employee of the Company or of an Affiliate but continues after termination of employment to provide service to the Company or an Affiliate as a director or Consultant, this Option shall continue to vest in accordance with Section 3 above as if this Option had not terminated until the Participant is no longer providing services to the Company. In such case, this Option shall automatically convert and be deemed a Non- Qualified Option as of the date that is three months from termination of the Participant' s employment and this Option shall continue on the same terms and conditions set forth herein until such Participant is no longer providing service to the Company or an Affiliate. Notwithstanding the foregoing, in the event of the Participant' s Disability or death within three months after the Termination Date, the Participant or the Participant' s Survivors may exercise the Option within one year after the Termination Date, but in no event after the Option Expiration Date as specified in the Stock Option Grant Notice. In the event the Participant' s service is terminated by the Company or an Affiliate for Cause, the Participant' s right to exercise any unexercised portion of this Option even if vested shall cease immediately as of the time the Participant is notified his or her service is terminated for Cause, and this Option shall thereupon terminate. Notwithstanding anything herein to the contrary, if subsequent to the Participant' s termination, but prior to the exercise of the Option, the Administrator determines that, either prior or subsequent to the Participant' s termination, the Participant engaged in conduct which would constitute Cause, then the Participant shall immediately cease to have any right to exercise the Option and this Option shall thereupon terminate. In the event of the Disability of the Participant, as determined in accordance with the Plan, the Option shall be exercisable within one year after the Participant' s termination of service due to Disability or, if earlier, on or prior to the Option Expiration Date as specified in the Stock Option Grant Notice. In such event, the Option shall be exercisable: (a) to the extent that the Option has become exercisable but has not been exercised as of the date of the Participant' s termination of service due to Disability; and (b) in the event rights to exercise the Option accrue periodically, to the extent of a pro rata portion through the date of the Participant' s termination of service due to Disability of any additional vesting rights that would have accrued on the next vesting date had the Participant not become Disabled. The proration shall be based upon the number of days accrued in the current vesting period prior to the date of the Participant' s termination of service due to Disability. In the event of the death of the Participant while an Employee, director or Consultant of the Company or of an Affiliate, the Option shall be exercisable by the Participant' s Survivors within one year after the date of death of the Participant or, if earlier, on or prior to the Option Expiration Date as specified in the Stock Option Grant Notice. In such event, the Option shall be exercisable: (x) to the extent that the Option has become exercisable but has not been exercised as of the date of death; and (y) in the event rights to exercise the Option accrue periodically, to the extent of a pro rata portion through the date of death of any additional vesting rights that would have accrued on the next vesting date had the Participant not died. The proration shall be based upon the number of days accrued in the current vesting period prior to the Participant' s date of death. 5. METHOD OF EXERCISING OPTION. Subject to the terms and conditions of this Agreement, the Option may be exercised by written notice to the Company or its designee, in substantially the form of Exhibit A attached hereto (or in such other form acceptable to the Company, which may include electronic notice). Such notice shall state the number of Shares with respect to which the Option is being exercised and shall be signed by the person exercising the Option (which signature may be provided electronically in a form acceptable to the Company). Payment of the Exercise Price for such Shares shall be made in accordance with Paragraph 11 of the Plan. The Company shall deliver such Shares as soon as practicable after the notice shall be received, provided, however, that the Company may delay issuance of such Shares until completion of any action or obtaining of any consent, which the Company deems necessary under any applicable law (including, without limitation, state securities or " blue sky " laws). The Shares as to which the Option shall have been so exercised shall be registered in the Company' s share register in the name of the person so exercising the Option (or, if the Option shall be exercised by the Participant and if the Participant shall so request in the notice exercising the Option, shall be registered in the Company' s share register in the name of the Participant and another person jointly, with right of survivorship) and shall be delivered as provided above to or upon the written order of the person exercising the Option. In the event the Option shall be exercised, pursuant to Section 4 hereof, by any person other than the Participant, such notice shall be accompanied by appropriate proof of the right of such person to

~~exercise the Option. All Shares that shall be purchased upon the exercise of the Option as provided herein shall be fully paid and nonassessable. 6. PARTIAL EXERCISE. Exercise of this Option to the extent above stated may be made in part at any time and from time to time within the above limits, except that no fractional share shall be issued pursuant to this Option. 7. NON-ASSIGNABILITY. The Option shall not be transferable by the Participant otherwise than by will or by the laws of descent and distribution. If this Option is a Non- Qualified Option then it may also be transferred pursuant to a qualified domestic relations order as defined by the Code or Title I of~~ the Employee Retirement Income Security Act ~~or the rules thereunder and the Participant, with the approval~~ of **1974** ~~the Administrator~~ , ~~may transfer~~ **as amended. (m) " Good Reason " shall mean** the **occurrence** ~~Option for no consideration to or for the benefit~~ of **any of** the **following events without** Participant' s ~~Immediate Family~~ **consent:** (**i)** ~~including, without limitation, to~~ a **material reduction** ~~trust for the benefit~~ of ~~the~~ Participant' s **Base Salary** ~~Immediate Family or to a partnership or limited liability company for~~ - **or** ~~one or more members of~~ **Target Bonus as in effect immediately prior to** the **reduction; (ii) a material reduction in** Participant' s **authority** ~~Immediate Family)~~ , ~~subject~~ **duties or responsibilities (other than in connection with a Change in Control in which Participant retains authority over the Company' s business that is similar** to **the pre- Change in Control authority other than** such ~~limits~~ **reductions** as ~~the Administrator may establish,~~ **are typical when becoming a senior executive of** ~~and~~ - **an acquirer' s subsidiary or that relate to ceasing to be a senior executive of a publicly traded corporation), (iii) a change in the geographic location of the place where Participant principally performs services for the Company by more than fifty (50) miles from its existing location (** ~~the~~ **other** ~~transferee shall remain subject to all~~ **than in connection with business travel); or (iv) in** the **case of** ~~terms and conditions applicable to~~ the ~~Option prior~~ **Chief Executive Officer, the Board' s failure** to ~~such transfer and each such transferee shall so acknowledge~~ **re- nominate Participant for a seat on the Board, provided that, within 30 days of the first occurrence of the event that Participant believes constitutes Good Reason, Participant notifies the Company** in writing ~~as a condition precedent~~ **of the event, the Company fails** to **correct the act or omission within 30 days after receiving Participant' s written notice and Participant actually terminates** ~~the~~ **their** ~~effectiveness of such transfer~~ **employment within 60 days after the date the Company receives Participant' s notice** . ~~The term~~ **(n)** " **Participant** ~~Immediate Family~~ " shall mean the **Eligible Employees employed by the Company from time to time. (o) " Plan Administrator " shall have the meaning set forth in Section 15 hereof. (p) " Target Bonus " shall mean for any Participant, such** Participant' s **annual target bonus** ~~spouse, former spouse, parents, children, stepchildren, adoptive relationships, sisters, brothers, nieces, nephews and grandchildren (and, for this purpose, shall also include the Participant). Except~~ as **established** ~~provided above in this paragraph, the Option shall be exercisable, during the Participant' s lifetime, only~~ by the **Board** ~~Participant (~~ or ~~, in~~ the ~~event of legal incapacity or incompetency, by the Participant' s guardian or representative) and shall not be assigned, pledged or hypothecated in any way (whether by operation~~ **compensation committee** of ~~law or otherwise) and shall not be subject to execution, attachment or similar process. Any attempted transfer, assignment, pledge, hypothecation or other~~ -- **the Board from time** ~~disposition of the Option or of any rights granted hereunder contrary~~ to **time** ~~the provisions of this Section 7, or the levy of any attachment or similar process upon the Option shall be null and void~~ . ~~8~~ **4** . **Severance Not in Connection** ~~NO RIGHTS AS STOCKHOLDER UNTIL EXERCISE. The Participant shall have no rights as a stockholder~~ with **a Change** ~~respect to Shares subject to this Agreement until registration of the Shares~~ in **Control. If** the Company ~~' s share register in the name of the Participant. Except as is expressly provided in the Plan with respect to certain changes in the capitalization of the Company, no adjustment shall be made for dividends or similar rights for which the record date is prior to the date of such registration. 9. ADJUSTMENTS. The Plan contains provisions covering the treatment of Options in a number of contingencies such as stock splits and mergers. Provisions in the Plan for adjustment with respect to stock subject to Options and the related provisions with respect to successors to the business of the Company are hereby made applicable hereunder and are incorporated herein by reference. 10. TAXES. The Participant acknowledges and agrees that (i) any income or other taxes due from the Participant with respect to this Option or the Shares issuable pursuant to this Option shall be the Participant' s responsibility; (ii) the Participant was free to use professional advisors of his or her choice in connection with this Agreement, has received advice from his or her professional advisors in connection with this Agreement, understands its meaning and import, and is entering into this Agreement freely and without coercion or duress; (iii) the Participant has not received and is not relying upon any advice, representations or assurances made by or on behalf of the Company or any Affiliate or any employee of or counsel to the Company or any Affiliate regarding any tax or other effects or implications of the Option, the Shares or other matters contemplated by this Agreement; and (iv) neither the Administrator, the Company, its Affiliates, nor any of its officers or directors, shall be held liable for any applicable costs, taxes, or penalties associated with the Option if, in fact, the Internal Revenue Service were to determine that the Option constitutes deferred compensation under Section 409A of the Code. If this Option is designated in the Stock Option Grant Notice as a Non- Qualified Option or if the Option is an ISO and is converted into a Non- Qualified Option and such Non- Qualified Option is exercised, the Participant agrees that the Company may withhold from the Participant' s remuneration, if any, the minimum statutory amount of federal, state and local withholding taxes attributable to such amount that is considered compensation includable in such person' s gross income. At the Company' s discretion, the amount required to be withheld may be withheld in cash from such remuneration, or in kind from the Shares otherwise deliverable to the Participant on exercise of the Option. The Participant further agrees that, if the Company does not withhold an amount from the Participant' s remuneration sufficient to satisfy the Company' s income tax withholding obligation, the Participant will reimburse the Company on demand, in cash, for the amount under- withheld. 11. PURCHASE FOR INVESTMENT. Unless the offering and sale of the Shares to be issued upon the particular exercise of the Option shall have been effectively registered under the Securities Act, the Company shall be under no obligation to issue the Shares covered by such exercise unless the Company has determined that such exercise and issuance would be exempt from the registration requirements of the Securities Act and until the following conditions have been fulfilled: (a) The person (s) who exercise the Option shall warrant to the Company, at the time of such exercise, that such person (s) are acquiring such Shares for their own~~

respective accounts, for investment, and not with a view to, or for sale in connection with, the distribution of any such Shares, in which event the person (s) acquiring such Shares shall be bound by the provisions of the following legend which shall be endorsed upon any certificate (s) evidencing the Shares issued pursuant to such exercise: " The shares represented by this certificate have been taken for investment and they may not be sold or otherwise transferred by any person, including a pledgee, unless (1) either (a) a Registration Statement with respect to such shares shall be effective under the Securities Act of 1933, as amended, or (b) the Company shall have received an opinion of counsel satisfactory to it that an exemption from registration under such Act is then available, and (2) there shall have been compliance with all applicable state securities laws; " and (b) If the Company so requires, the Company shall have received an opinion of its counsel that the Shares may be issued upon such particular exercise in compliance with the Securities Act without registration thereunder. Without limiting the generality of the foregoing, the Company may delay issuance of the Shares until completion of any action or obtaining of any consent, which the Company deems necessary under any applicable law (including without limitation state securities or " blue sky " laws). 12. RESTRICTIONS ON TRANSFER OF SHARES. (a) The Participant agrees that in the event the Company proposes to offer for sale to the public any of its equity securities and such Participant is requested by the Company and any underwriter engaged by the Company in connection with such offering to sign an agreement restricting the sale or other transfer of Shares, then it will promptly sign such agreement and will not transfer, whether in privately negotiated transactions or to the public in open market transactions or otherwise, any Shares or other securities of the Company held by him or her during such period as is determined by the Company and the underwriters, not to exceed 180 days following the closing of the offering, plus such additional period of time as may be required to comply with FINRA rules or similar rules thereto promulgated by another regulatory authority (such period, the " Lock- Up Period "). Such agreement shall be in writing and in form and substance reasonably satisfactory to the Company and such underwriter and pursuant to customary and prevailing terms and conditions. Notwithstanding whether the Participant has signed such an agreement, the Company may impose stop- transfer instructions with respect to the Shares or other securities of the Company subject to the foregoing restrictions until the end of the Lock- Up Period. (b) The Participant acknowledges and agrees that neither the Company, its stockholders nor its directors and officers, has any duty or obligation to disclose to the Participant any material information regarding the business of the Company or affecting the value of the Shares before, at the time of, or following a termination of the service of the Participant by the Company, including, without limitation, any information concerning plans for the Company to make a public offering of its securities or to be acquired by or merged with or into another firm or entity. 13. NO OBLIGATION TO MAINTAIN RELATIONSHIP. The Participant acknowledges that: (i) the Company is not by the Plan or this Option obligated to continue the Participant as an employee, director or Consultant of the Company or an Affiliate; (ii) the Plan is discretionary in nature and may be suspended or terminated **terminates** by the Company at any time; (iii) the grant of the Option is a one- time benefit which does not create any contractual or other right to receive future grants of options, or benefits in lieu of options; (iv) all determinations with respect to any such future grants, including, but not limited to, the times when options shall be granted, the number of shares subject to each option, the option price, and the time or times when each option shall be exercisable, will be at the sole discretion of the Company; (v) the Participant' s participation in the Plan is voluntary; (vi) the value of the Option is an extraordinary item of compensation which is outside the scope of the Participant' s employment **without Cause** or consulting contract, if any; and (vii) the Option is not part of normal or expected compensation for **or** purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long- service awards, pension or retirement benefits or similar payments. 14. IF OPTION IS INTENDED TO BE AN ISO. If this Option is designated in the Stock Option Grant Notice as an ISO so that the Participant **resigns** (or the Participant' s **employment** Survivors) may qualify for **Good Reason at any time** the **other** favorable tax treatment provided to holders of Options that **than** meet **during a Change in Control Period, subject to** the standards **provisions** of Section **7** 422 of the Code then any provision of this Agreement or the Plan which conflicts with the Code so that this Option would not be deemed an **and 8** ISO is null and void and any ambiguities shall be resolved so that the Option qualifies as an ISO. The Participant should consult with the Participant' s own tax advisors regarding the tax effects of the Option and the requirements necessary to obtain favorable tax treatment under Section 422 of the Code , including, but not limited to, holding period requirements. Notwithstanding the foregoing, to the extent that the Option is designated in the Stock Option Grant Notice as an ISO and is not deemed to be an ISO pursuant to Section 422 (d) of the Code because the aggregate Fair Market Value (determined as of the Date of Option Grant) of any of the Shares with respect to which this ISO is granted becomes exercisable for the first time during any calendar year in excess of $ 100, 000, the portion of the Option representing such excess value shall be treated as a Non- Qualified Option and the Participant shall be deemed **eligible** to have taxable income measured by the difference between the then Fair Market Value of the Shares received **receive** upon exercise and the price paid for such Shares pursuant to this Agreement. Neither the Company nor any Affiliate shall have any liability to the Participant, or any other party, if the Option (or any part thereof) that is intended to be an ISO is not an ISO or for any action taken by the Administrator, including without limitation the conversion of an ISO to a Non- Qualified Option. 15. NOTICE TO COMPANY OF DISQ UALIFYING DISPOSITION OF AN ISO. If this Option is designated in the Stock Option Grant Notice as an ISO then **the** the Participant agrees to notify the Company in writing immediately after the Participant makes a Disqualifying Disposition of any of the Shares acquired pursuant to the exercise of the ISO. A Disqualifying Disposition is defined in Section 424 (c) of the Code and includes any disposition (including any sale) of such Shares before the later of (a) two years after the date the Participant was granted the ISO or (b) one year after the date the Participant acquired Shares by exercising the ISO, except as otherwise provided in Section 424 (c) of the Code. If the Participant has died before the Shares are sold, these holding period requirements do not apply and no Disqualifying Disposition can occur thereafter. 16. NOTICES. Any notices required or permitted by the terms of this Agreement or the Plan shall be given by recognized courier service, facsimile, registered or certified mail, return receipt requested, addressed as follows **following payments and benefits (collectively, the " Severance Package ")** . If to the Company: Spruce Power Holding Corp. 145 Newton Street Boston, Massachusetts 02135

Attention: If to the Participant at the address set forth on the Stock Option Grant Notice or to such other address or addresses of which notice in the same manner has previously been given. Any such notice shall be deemed to have been given upon the earlier of receipt, one business day following delivery to a recognized courier service or three business days following mailing by registered or certified mail. 17. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the conflict of law principles thereof. For the purpose of litigating any dispute that arises under this Agreement, the parties hereby consent to exclusive jurisdiction in State of Massachusetts and agree that such litigation shall be conducted in the state courts of Suffolk County, Massachusetts or the federal courts of the United States for the District of Massachusetts. 18. BENEFIT OF AGREEMENT. Subject to the provisions of the Plan and the other provisions hereof, this Agreement shall be for the benefit of and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. 19. ENTIRE AGREEMENT. This Agreement, together with the Plan, embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof (with the exception of acceleration of vesting provisions contained in any other agreement with the Company). No statement, representation, warranty, covenant or agreement not expressly set forth in this Agreement shall affect or be used to interpret, change or restrict, the express terms and provisions of this Agreement. Notwithstanding the foregoing in all events, this Agreement shall be subject to and governed by the Plan. 20. MODIFICATIONS AND AMENDMENTS. The terms and provisions of this Agreement may be modified or amended as provided in the Plan. 21. WAIVERS AND CONSENTS. Except as provided in the Plan, the terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent. 22. DATA PRIVACY. By entering into this Agreement, the Participant: (i) authorizes the Company and each Affiliate, and any agent of the Company or any Affiliate administering the Plan or providing Plan recordkeeping services, to disclose to the Company or any of its Affiliates such information and data as the Company or any such Affiliate shall request in order to facilitate the grant of options and the administration of the Plan; (ii) to the extent permitted by applicable law waives any data privacy rights he or she may have with respect to such information, and (iii) authorizes the Company and each Affiliate to store and transmit such information in electronic form for the purposes set forth in this Agreement. [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK] 8 NOTICE OF EXERCISE OF STOCK OPTION [Form for Shares registered in the United States] To: Spruce Power Holding Corp. IMPORTANT NOTICE: This form of Notice of Exercise may only be used at such time as the Company has filed a Registration Statement with the Securities and Exchange Commission under which the issuance of the Shares for which this exercise is being made is registered and such Registration Statement remains effective. Ladies and Gentlemen: I hereby exercise my Stock Option to purchase shares (the " Shares ") of the common stock, $ 0. 0001 par value, of Spruce Power Holding Corp. (the " Company "), at the exercise price of $ per share, pursuant to and subject to the terms of that Stock Option Grant Notice dated, 202_. I understand the nature of the investment I am making and the financial risks thereof. I am aware that it is my responsibility to have consulted with competent tax and legal advisors about the relevant national, state and local income tax and securities laws affecting the exercise of the Option and the purchase and subsequent sale of the Shares. I am paying the option exercise price for the Shares as follows: Please issue the Shares (check one): □ to me; or □ to me and, as joint tenants with right of survivorship, at the following address: _____ Exhibit A- 1 My mailing address for stockholder communications, if different from the address listed above, is: Very truly yours, Participant (signature) Print Name Date Exhibit A- 2 Exhibit 10. 7Restricted Stock Unit No. _____ Restricted Stock Unit Award Grant Notice Restricted Stock Unit Award Grant under the Company' s 1. Name and Address of Participant: _____ _____ 2. Date of Grant of Restricted Stock Unit Award: _____ 3. Maximum Number of Shares underlying Restricted Stock Unit Award: 4. Vesting of Award: This Restricted Stock Unit Award shall vest as follows provided the Participant is an Employee, director or Consultant of the Company or of an Affiliate on the applicable vesting: Number of Restricted Stock Units Vesting Date The Company and the Participant acknowledge receipt of this Restricted Stock Unit Award Grant Notice and agree to the terms of the Restricted Stock Unit Agreement attached hereto and incorporated by reference herein, the Company' s 2020 Equity Incentive Plan and the terms of this Restricted Stock Unit Award as set forth above. By: _____ Name: _____ Title: _____ RESTRICTED STOCK UNIT AGREEMENT – AGREEMENT (this " Agreement ") made as of the date of grant set forth in the Restricted Stock Unit Award Grant Notice between Spruce Power Holding Corp. (the " Company "), a Delaware corporation, and the individual whose name appears on the Restricted Stock Unit Award Grant Notice (the " Participant "). WHEREAS, the Company has adopted the 2020 Equity Incentive Plan (the " Plan "), to promote the interests of the Company by providing an incentive for Employees, directors and Consultants of the Company and its Affiliates; WHEREAS, pursuant to the provisions of the Plan, the Company desires to grant to the Participant restricted stock units (" RSUs ") related to the Company' s common stock, $ 0. 0001 par value per share (" Common Stock "), in accordance with the provisions of the Plan, all on the terms and conditions hereinafter set forth; and WHEREAS, the Company and the Participant understand and agree that any terms used and not defined herein have the meanings ascribed to such terms in the Plan. NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows: 1. Grant of Award. The Company hereby grants to the Participant an award for the number of RSUs set forth in the Restricted Stock Unit Award Grant Notice (the " Award "). Each RSU represents a contingent entitlement of the Participant to

~~receive one share of Common Stock, on the terms and conditions and subject to all the limitations set forth herein and in the Plan, which is incorporated herein by reference. The Participant acknowledges receipt of a copy of the Plan. 2. Vesting of Award. (a) Subject to the terms and conditions set forth in this Agreement and the Plan, the Award granted hereby shall vest as set forth in the Restricted Stock Unit Award Grant Notice and is subject to the other terms and conditions of this Agreement and the Plan. On each vesting date set forth in the Restricted Stock Unit Award Grant Notice, the~~ Participant shall be entitled to receive **an amount equal** ~~such number of shares of Common Stock equivalent~~ to the ~~number~~ **product** of ~~RSUs~~ **(the " Normal Severance "): (i) the Normal Multiplier,** as **determined under Exhibit A; and (ii)** ~~set forth in the Restricted Stock Unit Award Grant Notice provided that~~ the Participant ~~is providing service to~~ **' s then- current Base Salary plus the full amount of the Participant' s then- current Target Bonus. The Normal Severance shall be payable in the form of salary continuation in accordance with** the Company ~~or an Affiliate~~ **' s regular payroll schedule over the Severance Period, commencing** on such ~~vesting~~ date **determined** ~~. Such shares of Common Stock shall thereafter be delivered by the Company to the Participant within [five] days of the applicable vesting date and~~ in accordance with **Section 7. The " Severance Period " will equal the period of months equal to the product of (A) Participant' s Normal Multiplier and (B) 12. (b) Full vesting in any unvested equity awards with time- based vesting held by Participant under the Company' s then- current outstanding equity incentive plan (s) that would have vested during the Severance Period. (c) Participant shall be entitled to continue participating in the Company' s health benefits for the Severance Period (the " Severance Benefits "), as follows: (i) such continued benefits shall be subject to Participant' s timely election of continuation coverage under COBRA; (ii) the Company will pay the Company contribution and Participant shall be required to pay the employee contribution directly or as a reimbursement to Participant at the Company' s sole discretion, (iii) Participant' s right to receive further Severance Benefits shall terminate if and when Participant secures alternative health benefits from a new employer, of which Participant shall promptly notify the Company, or if and when Participant otherwise becomes ineligible for further coverage under COBRA; and (iv) the Company shall be required to provide the Severance Benefits only to the extent that the Company continues offering an employee health benefits plan and to extent that the Company is not required to provide and pay for such post- termination coverage to other employees to avoid a violation of applicable nondiscrimination requirements. (d) The payments and benefits described in** this **Section 4 shall** ~~Agreement and the Plan. (b) Except as otherwise set forth in this Agreement, if the Participant ceases to~~ be ~~providing services for~~ **in lieu of** any ~~reason by~~ **other benefits or payments under any severance or similar plan, policy or arrangement of** the Company **. 5. Severance** ~~or by an Affiliate (the " Termination ") prior to a vesting date set forth~~ in ~~the Restricted Stock Unit Award Grant Notice,~~ **Connection with a Change in Control. If during** ~~then~~ ~~-~~ **the** ~~as of~~ **Change in Control Period,** the **Company terminates** ~~date on which the~~ Participant' s employment **without Cause** or ~~service terminates~~ **Participant resigns Participant' s employment with Good Reason** , ~~all unvested RSUs~~ **subject to the provisions of Section 7 and 8, Participant** shall ~~immediately~~ be ~~forfeited~~ **eligible** to **receive** the ~~Company~~ **following payments** and ~~this Agreement~~ **benefits (collectively, the " CIC Severance Package "): (a) Participant** shall ~~terminate and~~ be **entitled to receive an amount equal to the product** of ~~no further force or effect~~ **(the " CIC Severance "): (A) the CIC Multiplier, as determined under Exhibit A; and (B) the sum of Participant' s then- current Base Salary plus the full amount of the Participant' s then- current Target Bonus** . ~~3. Prohibitions~~ **The CIC Severance shall be payable in a single lump sum,** on ~~Transfer and Sale~~ **such date in determined accordance with Section 7** . ~~This Award (including any additional RSUs received~~ **b) A pro- rata portion of Participant' s Target Bonus for the calendar year in which such termination occurs based on the period worked** by ~~the~~ Participant ~~as a result of stock dividends, stock splits or any other similar transaction affecting~~ **during such calendar year prior to termination. (c) Participant shall be entitled to continue participating in** the Company' s ~~securities without receipt of consideration~~ **health benefits for eighteen (18**) **months (** ~~shall not be transferable by~~ the ~~Participant otherwise than~~ **" CIC Severance Benefits "), as follows:** (i) **such continued benefits** ~~by will or by the laws of descent and distribution, or (ii) pursuant to a qualified domestic relations order as defined by the Internal Revenue Code or Title I of the Employee Retirement Income Security Act or the rules thereunder. Except as provided in the previous sentence, the shares of Common Stock to be issued pursuant to this Agreement~~ shall be **subject to** ~~issued, during the~~ Participant' s ~~lifetime, only to~~ **timely election of continuation coverage under COBRA; (ii)** the **Company will pay the company contribution directly or as a reimbursement to** Participant **at** ~~(or, in~~ the ~~event of legal incapacity or incompetence,~~ **Company' s sole discretion and Participant shall be required** to **pay** the **employee contribution; (iii)** Participant' s **right to receive further CIC if and when Participant** ~~guardian or representative). This Award shall not be assigned, pledged or hypothecated in any way (whether by operation of law or~~ otherwise **becomes ineligible** ~~) and shall not be subject to execution, attachment or~~ **for further coverage under COBRA** ~~similar process. Any attempted transfer~~ , ~~assignment, pledge, hypothecation or~~ **whichever occurs first; and (iv)** ~~other -~~ **the Company** ~~disposition of this Award or of any rights granted hereunder contrary to the provisions of this Section 3, or the levy of any attachment or similar process upon this Award~~ shall be ~~null~~ **required to provide the CIC Severance Benefits only to the extent that the Company continues offering** ~~and -~~ **an employee health benefits plan and to extent that the Company is not required to provide and pay for such post- termination coverage to other employees to** ~~void~~ **avoid** ~~. 4. Adjustments~~ **a violation of applicable nondiscrimination requirements** . The **" CIC Severance Period "** ~~Plan contains provisions covering the treatment of RSUs and shares of Common Stock in a number of contingencies such as stock splits. Provisions in the Plan for adjustment with respect to this Award and the related provisions with respect to successors to the business of the Company are hereby made applicable hereunder and are incorporated herein by reference. 5. Securities Law Compliance. The Participant specifically acknowledges and agrees that any sales of shares of Common Stock shall be made in accordance with the requirements of the Securities Act of 1933, as amended. The Company currently has an effective registration statement on file with the Securities and Exchange Commission with respect to the Common Stock to be granted hereunder. The Company intends to maintain this registration statement but has no obligation to do so. If the registration statement ceases to be effective for any reason,~~

~~Participant~~ will **equal** ~~not be able to transfer or sell any of~~ the ~~shares~~ **period** of **months equal** ~~Common Stock issued~~ to the **product** ~~Participant pursuant to this Agreement unless exemptions from registration or filings under applicable securities laws are available. Furthermore, despite registration, applicable securities laws may restrict the ability~~ of **(A)** ~~the Participant to sell his or her Common Stock, including due to the~~ Participant' s ~~affiliation with the Company~~ **CIC Multiplier and (B) 12** . **(d)** The Company **will provide Participant with professional outplacement services; provided, however, that the cost of such outplacement services** shall not ~~be obligated to either issue~~ **exceed $ 25, 000. (e) Any outstanding unvested equity awards held by Participant under the Company' s** ~~the~~ **then** ~~Common Stock or permit the resale of~~ **- current outstanding equity incentive plan (s) will become fully vested (with** any **equity awards with performance conditions vesting based on target performance)** ~~shares of Common Stock if such issuance or resale would violate any applicable securities law, rule or regulation. 6. Rights~~ as ~~a Stockholder. The Participant shall have no right as a stockholder, including voting and dividend rights, with respect to the RSUs subject to this Agreement. 7. Incorporation~~ of ~~the Plan. The Participant specifically understands and agrees that the RSUs and the shares of Common Stock to be issued under the Plan will be issued to the Participant pursuant to the Plan, a copy of which Plan the Participant acknowledges he~~ **the date** ~~or she has read and understands and by which Plan he~~ **the termination** ~~or she agrees to be bound. The provisions~~ of ~~the Plan are incorporated herein by reference. 8. Tax Liability of the Participant and Payment of Taxes. The Participant acknowledges and agrees that any income or other taxes due from the Participant with respect to this Award or the shares of Common Stock to be issued pursuant to this Agreement or otherwise sold shall be the~~ Participant' s **employment becomes effective; provided** ~~responsibility. Without limiting the foregoing~~ , **however,** ~~the Participant agrees~~ that if ~~under applicable law~~ **such awards are not assumed by** the ~~Participant~~ **acquiring or successor entity in the Change in Control, all such awards** will ~~owe taxes at each vesting~~ **fully vest as of the** date ~~on the portion~~ of ~~the Award then~~ - **the** ~~vested the Company~~ **Change in Control. (f) The payments and benefits described in this Section 5** shall be **in lieu** ~~entitled to immediate payment from the Participant of the amount~~ of any ~~tax or~~ other ~~amounts required to be withheld by~~ **benefits or payments under any severance or similar plan, policy or arrangement of** the Company **, and** ~~by applicable law or regulation. Any taxes or other amounts due~~ shall be **in lieu of any benefits set forth in Section 4. If the termination without Cause or termination for Good Reason precedes the Change in Control, no enhanced severance will be** paid ~~, at the option of the Administrator~~ **or extra vesting will occur unless and until such time** as ~~follows: (a) through reducing~~ the **Change** ~~number of shares of Common Stock entitled to be issued to the Participant on the applicable vesting date~~ in **Control closes, but the equity awards, if** ~~an~~ **any** ~~amount equal to~~ **, that would vest will remain unforfeited until** the **earliest** ~~statutory minimum~~ of the **closing of the Change in Control, the cancellation of the Change in Control, or ninety (90) days after employment ends (to determine if a Change in Control will occur). 6. Termination of Employment as a Result of Disability or Death. If** Participant' s ~~total tax and~~ **employment terminates as a result of Participant' s Disability or death, subject to** ~~other~~ -- **the** ~~withholding obligations due~~ **provisions of Section 7** and ~~payable~~ **8, Participant shall be eligible to receive (the " Death or Disability Package ") (i) a pro- rata portion of Participant' s Target Bonus for the calendar year in which such termination occurs based on the period worked** by ~~the Company. Fractional shares will not~~ **Participant during such calendar year prior to termination, with such payment to** be ~~retained to satisfy any portion of the~~ **made in one lump sum in accordance with** Company' s **normal payroll practices** ~~withholding obligation. Accordingly, the Participant agrees that in the event that the amount of withholding required would result in a fraction of a share being owed, that amount will be satisfied by withholding the fractional amount from the Participant' s paycheck; (b) requiring the Participant to deposit with the Company an~~ **and schedules** ~~amount of cash equal to the amount determined by the Company to be required to be withheld with respect to the statutory minimum amount of the Participant' s total tax and other withholding obligations due and payable by the Company or otherwise withholding from the Participant' s paycheck an amount equal to such amounts due and payable by the Company; or (c) if the Company believes that the sale of shares can be made in compliance with applicable securities laws, authorizing, at a time when the Participant is not in possession of material nonpublic information, the sale by the Participant on the applicable vesting date of such number of shares of Common Stock as the Company instructs a registered broker to sell to satisfy the Company' s withholding obligation, after deduction of the broker' s commission, and the broker shall be required to remit to the Company the cash necessary in order for the Company to satisfy its withholding obligation. To the extent the proceeds of such sale exceed the Company' s withholding obligation the Company agrees to pay such excess cash to the Participant~~ as soon as practicable **following the cessation of employment, and (ii) in the case of Participant' s termination of employment as a result of Disability, full vesting in any and all equity awards with time- based vesting that would have vested during the 12- month period following the termination date, and in the case of Participant' s death, full vesting of all equity awards (with any equity awards with performance conditions vesting based on target performance)** . In addition, **in the case of the Disability of Participant, Participant shall remain eligible for vesting of any equity awards with performance conditions outstanding on the date of such termination and any such award will be earned, vested or paid as applicable on the certification date based on actual performance as determined by the Board or a committee of the Board in the normal course on a prorated basis based on the period worked by Participant during the performance period prior to termination. The payments and benefits described in this Section 6 shall be in lieu of any other benefits or payments under any severance or similar plan, policy or arrangement of the Company, and shall be in lieu of any benefits set forth in Section 4 or 5. 7. Release. A Participant' s rights to the Severance Package, the CIC Severance Package, or the Death or Disability Package, as applicable, is conditioned upon Participant or Participant' s designated beneficiary or estate as applicable, executing and not revoking a valid separation and general release agreement in a form provided by the Company (the " Release "), and provided such release becomes effective and irrevocable within 60 days following termination or such shorter time period set forth therein, releasing the Company, its subsidiaries, other affiliates and shareholders from any and all liability. Any payments or benefits due for the period after termination and before the Release becomes effective shall be paid with the first payment after the Release becomes**

effective. Notwithstanding any other provision herein, if the period during which Participant has discretion to execute or revoke the Release straddles two calendar years, the Company shall make payments conditioned on the Release no earlier than January 1st of the second calendar year, regardless of which year the Release becomes effective. 8. Restrictive Covenants. A Participant' s rights to the Severance Package, the CIC Severance Package, or the Death or Disability Package, as applicable, is conditioned on Participant' s compliance with Participant' s obligations under, as applicable: (a) Participant' s Employee Covenants Agreement; and (b) any other applicable confidentiality, invention, work product, non- disparagement, non- competition, non- solicitation, non- interference, and / or other restrictive covenant obligations contained in any written agreement between the Participant and the Company. In the event that Participant fails to comply with any of these obligations, the Participant' s right to receive any additional payments or benefits shall cease immediately and Participant shall promptly refund any such ~~sale is not sufficient to pay~~ payments or benefits previously paid by the Company. The Company' s rights ~~withholding obligation the Participant agrees to pay to the Company as soon as practicable, including through additional payroll withholding, the amount of any withholding obligation that is not satisfied by the sale of shares of Common Stock. The Participant agrees to hold the Company and the broker harmless from all costs, damages or expenses relating to any such sale. The Participant acknowledges that the Company and the broker are under no obligation to arrange for such sale at any particular price. In connection with such sale of shares of Common Stock, the Participant shall execute any such documents requested by the broker in order to effectuate the sale of shares of Common Stock and payment of the withholding obligation to the Company. The Participant acknowledges that this paragraph is intended to comply with Section 10b5- 1 (c) (1 (i) (B) under the Exchange Act. [It is the Company' s intention that the Participant' s tax obligations~~ under this Section 8 shall be full recourse. The ~~satisfied through the procedure of Subsection (c) above, unless the~~ Company ~~provides notice of an alternate procedure~~ shall have the right to offset Participant' s obligations under this Section ~~, in~~ 8 against any amounts otherwise owed to Participant from the Company or its ~~discretion~~ affiliates . ~~The Company~~ 9. Accrued Obligations. Notwithstanding anything to the contrary contained herein, a Participant shall ~~not deliver~~ be entitled to all Accrued Obligations as of his or her termination of employment, regardless of whether he or she is eligible for severance payments or benefits under this Plan. " Accrued Obligations " shall mean, for any ~~shares of Common Stock to the~~ Participant ~~until it is satisfied~~ : (i) the portion of such Participant' s Base Salary that has accrued prior to ~~all required withholdings have been made.] The Company shall not deliver~~ any ~~shares of Common Stock to the Participant until it is satisfied that all required withholdings have been made. 9. Participant Acknowledgements and Authorizations. The Participant acknowledges the following: (a) The Company is not by the Plan or this Award obligated to continue the Participant as an employee, director or consultant of the Company or an Affiliate. (b) The Plan is discretionary in nature and may be suspended or terminated~~ termination ~~by the Company at any time. (c) The grant~~ of such ~~this Award is considered a one- time benefit and does not create a contractual or other right to receive any other award under the Plan, benefits in lieu of awards or any other benefits in the future. (d) The Plan is a voluntary program of the Company and future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the amount of any award, vesting provisions and the purchase price, if any. (e) The value of this Award is an extraordinary item of compensation outside of the scope of the~~ Participant' s employment ~~or consulting contract, if~~ with the Company and has not yet been paid; (ii) the portion of such Participant' s prior- year annual bonus that has been earned prior to any ~~. As~~ termination of such Participant' s employment with the ~~Award is~~ Company and has not ~~part~~ yet been paid; (iii) the amount of ~~normal or expected compensation for purposes of calculating~~ any ~~severance, resignation, redundancy, end~~ expenses properly incurred by such Participant on behalf of ~~service payments, bonuses, long- service awards, pension or retirement benefits or similar payments. The future value of~~ the Company in accordance ~~shares of Common Stock is unknown and cannot be predicted~~ with ~~certainty. (f) The Participant (i) authorizes the~~ Company policy prior ~~and each Affiliate and any agent of the Company or any Affiliate administering the Plan or providing Plan recordkeeping services,~~ to ~~disclose to the Company or any of its Affiliates such information and data as the Company or~~ any such ~~Affiliate~~ termination and not yet reimbursed; and (iv) the amount of such Participant' s vacation time that has accrued prior to any such termination that has not yet been used. A Participant' s entitlement to any other compensation or benefit under any plan of Company shall be governed by ~~request in order to facilitate the grant of the Award~~ and determined in accordance with the ~~administration~~ terms of ~~the~~ such plans, except as otherwise specified in this Plan . 10. Non- Duplication of Benefits. Nothing in this Plan will entitle any Participant to receive duplicate benefits in connection with any voluntary or involuntary termination of employment. A Participant' s right to receive any payments under this Plan will be expressly conditioned upon such Participant not receiving severance payments or benefits under any other agreement, program or arrangement. 11. Death Following Commencement of Benefits. If a Participant dies after the date Participant commences receiving benefits and payments under the Severance Package or the CIC Severance Package, as applicable, or following Participant' s termination as a result of Disability, but before all such payments or benefits have been paid or provided, payments will be made to any beneficiary designated by Participant prior to or in connection with such Participant' s termination or, if no such beneficiary has been designated, to Participant' s estate. 12. Withholding. The Company may withhold from any payment or benefit under this Plan: (a) any federal, state, or local income or payroll taxes required by law to be withheld with respect to such payment ; ~~and~~ (~~ii~~ b) ~~authorizes~~ such sum as the Company ~~and each Affiliate~~ may reasonably estimate is necessary to ~~store~~ cover any taxes for which the Company may be liable and ~~transmit~~ which may be assessed with regard to such ~~information in electronic form for~~ payment; and (c) such ~~the~~ other ~~purposes set forth~~ amounts as appropriately may be withheld under the Company' s payroll policies and procedures from time to time in effect. 13. Section 409A. It is expected that the payments and benefits provided under this Plan will be exempt from ~~Agreement. 10. Notices. Any notices required or permitted by~~ the ~~terms~~ application of Section 409A of the Code, and the guidance issued thereunder (" Section 409A "). ~~this~~ This ~~Agreement or the~~ Plan shall be interpreted consistent with this intent to the

maximum extent permitted and generally, with the provisions of Section 409A. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Plan providing for the payment of any amounts or benefits upon or following a termination of employment (which amounts or benefits constitute nonqualified deferred compensation within the meaning of Section 409A) unless such termination is also a " separation from service " within the meaning of Section 409A and, for purposes of any such provision of this Plan, references to a " termination, " " termination of employment " or like terms shall mean " separation from service ". Neither Participant nor the Company shall have the right to accelerate or defer the delivery of any payment or benefit except to the extent specifically permitted or required by Section 409A. Notwithstanding the foregoing, to the extent the severance payments or benefits under this Plan are subject to Section 409A, the following rules shall apply with respect to distribution of the payments and benefits, if any, to be provided to Participants under this Plan: (a) Each installment of the payments and benefits provided under this Plan will be treated as a separate " payment " for purposes of Section 409A. Whenever a payment under this Plan specifies a payment period with reference to a number of days (e. g., " payment shall be made within 10 days following the date of termination "), the actual date of payment within the specified period shall be in the Company' s sole discretion. Notwithstanding any other provision of this Plan to the contrary, in no event shall any payment under this Plan that constitutes " non- qualified deferred compensation " for purposes of Section 409A be subject to transfer, offset, counterclaim or recoupment by any other amount unless otherwise permitted by Section 409A. (b) Notwithstanding any other payment provision herein to the contrary, if the Company or appropriately- related affiliates is publicly- traded and a Participant is deemed on the date of termination to be a " specified employee " within the meaning of that term under Code Section 409A (a) (2) (B) with respect to such entity, then each of the following shall apply: (i) With regard to any payment that is considered " non- qualified deferred compensation " under Section 409A payable on account of a " separation from service, " such payment shall be made on the date which is the earlier of (A) the day following the expiration of the six month period measured from the date of such " separation from service " of Participant, and (B) the date of Participant' s death (the " Delay Period ") to the extent required under Section 409A. Upon the expiration of the Delay Period, all payments delayed pursuant to this provision (whether otherwise payable in a single sum or in installments in the absence of such delay) shall be paid to or for Participant in a lump sum, and all remaining payments due under this Plan shall be paid or provided for in accordance with the normal payment dates specified herein; and (ii) To the extent that any benefits to be provided during the Delay Period are considered " non- qualified deferred compensation " under Section 409A payable on account of a " separation from service, " and such benefits are not otherwise exempt from Section 409A, Participant shall pay the cost of such benefits during the Delay Period, and the Company shall reimburse Participant, to the extent that such costs would otherwise have been paid by the Company or to the extent that such benefits would otherwise have been provided by the Company at no cost to Participant, the Company' s share of the cost of such benefits upon expiration of the Delay Period. Any remaining benefits shall be reimbursed or provided by the Company in accordance with the procedures specified in this Plan. (c) The Company makes no representations or warranties and shall have no liability to any Participant or any other person, other than with respect to payments made by the Company in violation of the provisions of this Plan, if any provisions of or payments under this Plan are determined to constitute deferred compensation subject to Section 409A of the Code but not to satisfy the conditions of that section. 14. Modified 280G Cutback. (a) To the extent that any payment, benefit or distribution of any type to or for a Participant' s benefit by the Company or any of its affiliates, whether paid or payable, provided or to be provided, or distributed or distributable pursuant to the terms of this Plan or otherwise (including, without limitation, any accelerated vesting of stock options or other equity- based awards) (collectively, the " Total Payments ") would be subject to the excise tax imposed under Section 4999 of the Code, then the Total Payments shall be reduced (but not below zero) so that the maximum amount of the Total Payments (after reduction) shall be one dollar ($ 1. 00) less than the amount which would cause the Total Payments to be subject to the excise tax imposed by Section 4999 of the Code, but only if the Total Payments so reduced result in Participant receiving a net after tax amount that exceeds the net after tax amount Participant would receive if the Total Payments were not reduced and were instead subject to the excise tax imposed on excess parachute payments by Section 4999 of the Code. Unless Participant shall have given **prior written notice to the Company to effectuate a reduction in the Total Payments if such a reduction is required, any such notice consistent with the requirements of Section 409A to avoid the imputation of any tax, penalty or interest thereunder, the Company shall reduce or eliminate the Total Payments** by ~~recognized courier~~ **first reducing or eliminating any cash severance benefits (with the payments to be made furthest in the future being reduced first), then by reducing or eliminating any accelerated vesting of stock options or similar awards, then by reducing or eliminating any accelerated vesting of restricted stock or similar awards, then by reducing or eliminating any other remaining Total Payments. The preceding provisions of this Section shall take precedence over the provisions of any other plan, arrangement or agreement governing Participant' s rights and entitlements to any benefits or compensation. (b) If the Total Payments to a Participant are reduced in accordance with Section 14 (a), as a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial reduction under Section 14 (a), it is possible that Total Payments to a Participant which will not have been made by the Company should have been made (" Underpayment ") or that Total Payments to a Participant which were made should not have been made (" Overpayment "). If an Underpayment has occurred, the amount of any such Underpayment shall be promptly paid by the Company to or for the benefit of such Participant. In the event of an Overpayment, then Participant shall promptly repay to the Company the amount of any such Overpayment together with interest on such amount (at the same rate as is applied to determine the present value of payments under Section 280G of the Code or any successor thereto), from the date the reimbursable payment was received by such Participant to the date the same is repaid to the Company. 15. Plan Administration. (a)**

Plan Administrator. The Plan Administrator shall be the Board or a committee thereof designated by the Board (the " Committee "); provided, however, that the Board or such Committee (as constituted prior to the closing of a Change in Control) may in its sole discretion appoint a new Plan Administrator to administer this Plan following a Change in Control, which such Plan Administrator shall not be removed or modified following a Change in Control other than at its own initiative. If such Plan Administrator designated by the Board or Committee prior to a Change in Control ceases to serve as Plan Administrator at any point after a Change in Control but prior to the later to occur of the first (1st) anniversary of the Change in Control or the final payment of benefits under this Plan to any Participant, then until the later to occur of the first (1st) anniversary of the Change in Control or the final payment of benefits under this Plan to any Participant, any such successor Plan Administrator appointed by the Board or the Committee shall be a qualified independent third party, such as a retired judge selected by the head of the American Arbitration Association in Manhattan, an independent compensation consultant or a law firm. The Plan Administrator shall also serve as the Named Fiduciary of this Plan under ERISA. The Plan Administrator shall be the " administrator " within the meaning of Section 3 (16) of ERISA and shall have all the responsibilities and duties contained therein. Notwithstanding any provision of this Plan to the contrary, any employee (s) appointed to serve as Plan Administrator (whether individually or as members of a committee) shall serve as such only for so long as he or she is an employee of the Company and shall be deemed to resign his or her position effective as of his or her termination of employment (whether voluntary or involuntary). The Plan Administrator can be contacted at the following address: Spruce Power Holding Corporation 2000 S. Colorado Blvd., Suite 2- 825 Denver, CO 80222 Attention: Executive Severance Plan Administrator (b) Decisions, Powers and Duties. The general administration of this Plan and the responsibility for carrying out its provisions shall be vested in the Plan Administrator. The Plan Administrator shall have such powers and authority as are necessary to discharge such duties and responsibilities which also include, but are not limited to, interpretation and construction of this Plan, the determination of all questions of fact, including, without limit, eligibility, participation and benefits, the resolution of any ambiguities and all other related or incidental matters, and such duties and powers of the plan administration which are not assumed from time to time by any other appropriate entity, individual or institution. The Plan Administrator may determine from time to time, in its discretion, whether an employee of the Company who is not an Eligible Employee shall become a Participant in this Plan, provided the Plan Administrator delivers written notice to such employee that the employee will be a Participant in the Plan. The Plan Administrator may adopt rules and regulations of uniform applicability in its interpretation and implementation of this Plan. The Plan Administrator may delegate any of its duties hereunder to such person or persons from time to time as it may designate. (c) The Plan Administrator shall discharge its duties and responsibilities and exercise its powers and authority in its sole discretion and in accordance with the terms of the controlling legal documents and applicable law, and its actions and decisions that are not arbitrary and capricious shall be binding on any employee, and employee' s spouse or other dependent or beneficiary and any other interested parties whether or not in being or under a disability. The Plan Administrator is empowered, on behalf of this Plan, to engage accountants, legal counsel and such other personnel as it deems necessary or advisable to assist it in the performance of its duties under this Plan. The functions of any such persons engaged by the Plan Administrator shall be limited to the specified ~~service~~ services and duties ~~, facsimile, registered or~~ for ~~certified mail~~ which they are engaged ~~, return receipt requested~~ and such persons shall have no other duties ~~, addressed~~ obligations or responsibilities under this Plan. Such persons shall exercise no discretionary authority or discretionary control respecting the management of this Plan. (d) The Company shall promptly reimburse the Plan Administrator or the Committee for any expenses incurred in good faith in the course of carrying out its obligations under this Plan, including, but not limited to, attorney' s fees, claims, fines, judgments, taxes, causes of action or liability and amounts paid in settlement, actually and reasonably incurred by such Committee or Plan Administrator, unless such expense, claim, fine, judgment, taxes, cause of action, liability or amount arose from his or her negligence, fraud or willful breach of his or her fiduciary responsibilities under ERISA. 16. Claims, Inquiries and Appeals. (a) Applications for Benefits and Inquiries. Any application for benefits under or inquiries about this Plan or inquiries about present or future rights under this Plan must be submitted to the Plan Administrator in writing, as follows: ~~Attn: If to~~ **(b) Denial of Claims. In** the ~~Participant at~~ **event that any application for benefits is denied in whole or in part,** the ~~address~~ **Plan Administrator must notify the applicant, in writing, of the denial of the application, and of the applicant' s right to review the denial. The written notice of denial will be** set forth **in a manner designed to be understood by the applicant, and will include specific reasons for the denial, specific references to this Plan provision upon which the denial is based, a description of any information or material that the Plan Administrator needs to complete the review and an explanation of this Plan' s review procedure. This written notice will be given to the applicant within 15 days after the Plan Administrator receives the application, unless special circumstances require an extension of time, in which case, the Plan Administrator has up to an additional 15 days for processing the application. If an extension of time for processing is required, written notice of the extension will be furnished to the applicant before the end of the initial 15- day period. This notice of extension will describe the special circumstances necessitating the additional time and the date by which the Plan Administrator is to render his or her decision** on the **application. If written notice of denial of the application for benefits is not furnished within the specified time, the application shall be deemed to be denied. The applicant will then be permitted to appeal the denial in accordance with the review procedure described below. (c) Request for a Review. Any person (or that person' s authorized representative) for whom an application for benefits is denied, in whole or in part, may appeal the denial by submitting a request for a review to the Plan Administrator within 30 days after the application is denied (or deemed denied). The Plan Administrator will give the applicant (or his or her representative) an opportunity to review pertinent documents in preparing a request for a review and submit written comments, documents, records and other information**

relating to the claim. A request for a review shall be in writing and shall be addressed to: A request for review must set forth all of the grounds on which it is based, all facts in support of the request and any other matters that the applicant feels are pertinent. The Plan Administrator may require the applicant to submit additional facts, documents or other material as he or she may find necessary or appropriate in making his or her review. (d) Decision on Review. The Plan Administrator will act on each request for review within 15 days after receipt of the request, unless special circumstances require an extension of time (not to exceed an additional 15 days), for processing the request for a review. If an extension for review is required, written notice of the extension will be furnished to the applicant within the initial 15- day period. The Plan Administrator will give prompt, written notice of his or her decision to the applicant. In the event that the Plan Administrator confirms the denial of the application for benefits in whole or in part, the notice will outline, in a manner calculated to be understood by the applicant, the specific Plan provisions upon which the decision is based. (e) Rules and Procedures. The Plan Administrator may establish rules and procedures, consistent with this Plan and with ERISA, as necessary and appropriate in carrying out his or her responsibilities in reviewing benefit claims. The Plan Administrator may require an applicant who wishes to submit additional information in connection with an appeal from the denial (or deemed denial) of benefits to do so at the applicant' s own expense. (f) Exhaustion of Remedies. No legal action for benefits under this Plan may be brought until the claimant (i) has submitted a written application for benefits in accordance with the procedures described by Section 16 (a) above, (ii) has been notified by the Plan Administrator that the application is denied (or the application is deemed denied due to the Plan Administrator' s failure to act on it within the established time period), (iii) has filed a written request for a review of the application in accordance with the appeal procedure described in Section 16 (c) above and (iv) has been notified in writing that the Plan Administrator has denied the appeal (or the appeal is deemed to be denied due to the Plan Administrator' s failure to take any action on the claim within the time prescribed by Section 16 (d) above). 17. Indemnification. To the extent permitted by law, the Plan Administrator and all employees, officers, directors, agents and representatives of the Company shall be indemnified by the Company and held harmless against any claims and all associated expenses of defending against such claims, resulting from any action or conduct relating to the administration of this Plan, whether as a member of the Committee or otherwise, except to the extent that such claims arise from gross negligence, willful neglect, or willful misconduct. The Company shall advance all expenses for which a party is indemnified under this Section to such indemnified party or shall arrange for direct payment of any such expenses by the Company. 18. Plan Not an Employment Contract. This Plan is not a contract between the Company and any employee, nor is it a condition of employment of any employee. Nothing contained in this Plan gives, or is intended to give, any employee the right to be retained in the service of the Company, or to interfere with the right of the Company to discharge or terminate the employment of any employee at any time and for any reason. No employee shall have the right or claim to benefits beyond those expressly provided in this Plan, if any. All rights and claims are limited as set forth in this Plan. 19. Severability. In case any one or more of the provisions of this Plan (or part thereof) shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions hereof, and this Plan shall be construed as if such invalid, illegal or unenforceable provisions (or part thereof) never had been contained herein. 20. Non Assignability. No right or interest of any Participant in this Plan shall be assignable or transferable in whole or in part either directly or by operation of law or otherwise, including, but not limited to, execution, levy, garnishment, attachment, pledge or bankruptcy. 21. Integration With Other Pay or Benefits Requirements. The severance payments and benefits provided for in this Plan are the maximum benefits that the Company will pay to Participants on a termination of employment, except to the extent otherwise required by applicable law. To the extent that any federal, state or local law, including, without limitation, so called " plant closing " laws, requires the Company to give advance notice or make a payment of any kind to an employee because of that employee' s involuntary termination due to a layoff, reduction in force, plant or facility closing, sale of business, or similar event, the benefits provided under this Plan or the other arrangement shall either be reduced or eliminated to avoid any duplication of payment. The Company intends for the benefits provided under this Plan to partially or fully satisfy any and all statutory obligations that may arise out of an employee' s involuntary termination for the foregoing reasons and the Company shall so construe and implement the terms of this Plan. 22. Amendment or Termination. The Board may amend, modify, or terminate this Plan at any time in its sole discretion; provided, however, that: (a) any such amendment, modification or termination made prior to a Change in Control that adversely affects the rights of any Participant shall be approved by the Company' s Board; (b) no such amendment, modification or termination may adversely affect the rights of a Participant then receiving payments or benefits under this Plan without the consent of such person; and (c) no such amendment, modification or termination made after a Change in Control shall be effective until after the later to occur of the first (1st) anniversary of the Change in Control or the final payment of benefits under this Plan to any Participant. The Board intends to review this Plan at least annually. 23. Source of Benefit. The Company will pay benefits under the Plan from its general assets to the extent available. The benefits are not funded through a trust fund or insurance contracts. No employee shall have any right to, or interest in, any assets of the Company upon termination of employment or otherwise. 24. Statement of ERISA Rights. Participants are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (" ERISA "). ERISA provides that Participants are entitled to the following rights: (a) Receive Information About the Plan and Benefits. A Participant may examine, without charge, at the Plan Administrator' s office all documents governing the Plan and, if applicable, a copy of the latest annual report (Form 5500) filed with the U. S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. A Participant may also obtain copies of these documents upon written request to the Plan Administrator. There may be a reasonable charge for the cost of copying. A Participant is

also entitled to receive a summary of the Plan' s annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report. (b) Prudent Actions by Plan Fiduciaries. In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called " fiduciaries, " have a duty to do so prudently and in the interest of the Plan' s Participants and their beneficiaries. No one, including the Company, may fire a Participant or otherwise discriminate against a Participant in any way to prevent the Participant from obtaining a welfare benefit or exercising the Participant' s rights under ERISA. (c) Enforce Participant Rights. If a Participant' s claim for a welfare benefit is denied or ignored, in whole or in part, the Participant has the right to know the reason and to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain timeframes as set forth in this Plan. Under ERISA, there are steps a Participant can take to enforce the above rights. For instance, if a Participant requests a copy of Plan documents, or the latest annual report from the Plan and the Participant does not receive them within 30 days, the Participant may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials to the Participant and pay the Participant up to $ 110 per day until the Participant receives the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If the Participant has a claim for benefits that is denied or ignored, in whole or in part, the Participant may file suit in federal or state court, provided the Participant has exhausted the Plan' s administrative remedies (i. e., claims procedures). If it should happen that the Plan fiduciaries misuse the Plan' s money, or if a Participant is discriminated against for asserting the Participant' s rights under this Plan or under ERISA, the Participant may seek assistance from the U. S. Department of Labor or may file suit in federal court. The court will decide who should pay court costs and legal fees. If a Participant is successful, the court may order the person that the Participant sued to pay these costs and fees. If a Participant loses, the court may order the Participant to pay these costs and fees if it finds the Participant' s claim is frivolous. (d) Assistance With Questions. If a Participant has any questions about the Plan, the Participant should contact the Plan Administrator. If a Participant has questions about this statement or about the Participant' s rights under ERISA, the Participant should contact the nearest office of the Employee Benefits Security Administration, U. S. Department of Labor, listed in your telephone directory or the Division of Participant Assistance and Communications, Employee Benefits Security Administration, U. S. Department of Labor, 200 Constitution Avenue, N. W., Washington, D. C. 20210. The Participant may obtain publications about the Participant' s rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration. A Participant may also access the Employee Benefits Security Administration' s website at www. dol. gov / ebsa. 25. Type of Plan. This Plan is a severance pay Plan. 26. Plan Sponsor. The sponsor of this Plan is Spruce Power Holding Corporation (referred to in this Plan as the " Company "). The Plan sponsor' s address is: 27. Agent for Legal Process. A Participant or beneficiary may serve legal process on the Plan Administrator, c / o: With a copy to: Attention: Chief Legal Officer 28. Identification Number. The Plan' s number for purposes of discussion with a federal government agency is 501. 29. Summary Plan Description. This Plan constitutes both the governing document and the summary plan description for the Plan. 30. Governing Law. This Plan and the rights of all persons under this Plan shall be construed in accordance with and under applicable provisions of ERISA, and the regulations thereunder, and the laws of the State of Delaware (without regard to conflict of law provisions) to the extent not preempted by federal law. EXHIBIT A MULTIPLIERS ParticipantNormal MultiplierCIC MultiplierChief Executive Officer1. 52. 0Sarah Weber Wells and Jonathan M. Norling1. 01. 5 518512728v. 2 INSIDER TRADING POLICY (Effective December 21, 2020, revised February 25, 2025) I. The Need for an Insider Trading Policy 2 II. What is Material Non- Public Information? 2 III. The Consequences of Insider Trading 4 IV. Our Policy 5 General Prohibition on Trading 5 Transactions by Family Members, Others in Your Household and Entities You Control 5 Other Companies' Non- public Information 6 Personal or Independent Reasons Are Not Exceptions 6 Policy Administrator 6 When Information Becomes Public 6 Prohibited Trading Periods 7 Exceptions for Certain Transactions 8 Pre- Clearance of All Acquisitions, Sales and Other Transfers by Certain Company Personnel ….... 10 V. Individual Responsibility 11 VI. Additional Prohibited Transactions 12 VII. Post- Termination Transactions 12 VIII. Company Assistance 13 Spruce Power Holding Corp. (the " Company ") has adopted the following policy regarding trading by Company personnel in the Company' s securities (the " Insider Trading Policy, " or this " Policy "). This Policy applies to all Company personnel, including directors, officers, employees and consultants of the Company and its subsidiaries. This Policy also applies to certain family members, other members of a person' s household and entities controlled by Company personnel, as described in Section IV below. This Policy will apply to all who are subject to it, without the need to formally acknowledge this Policy. This Policy is a material term and condition of the employment of each Company employee. I. The Need for an Insider Trading Policy This Policy has been developed: • to educate all Company personnel as to the federal securities laws and the rules of the Securities and Exchange Commission (the " SEC ") on insider trading in public company securities; • to set forth requirements that apply to Company personnel and other persons covered by this Policy who seek to trade in the Company' s securities; • to protect the Company and its personnel from legal liability; and • to preserve the reputation of the Company and its personnel for integrity and ethical conduct. Because the Company is a public company, transactions in the Company' s securities are subject to the federal securities laws and regulations adopted by the SEC. These laws and regulations make it illegal for an individual to buy or sell securities of the Company while aware of material non- public information. The SEC takes insider trading very seriously and devotes significant resources to uncovering the activity and to prosecuting offenders. Liability may extend not only to the individuals who trade while in possession of material non- public information but also to their " tippers, " people who leak material non- public information to individuals who then trade based on that information. The Company and "

controlling persons ” of the Company may also be liable for violations by Company employees. II. What is Material Non-Public Information? Definition. Material non- public information is any information (positive or negative) that: • is not generally known to the public, and • which, if publicly known, would likely affect either the market price of the Company’ s securities or a person’ s decision to buy, sell or hold the Company’ s securities. Examples. Common examples of information that will frequently be regarded as material include, but are not limited to: • quarterly or annual earnings results; • projections of future financial results, or other earnings guidance; • changes to previously announced earnings guidance, or the decision to suspend earnings guidance; • earnings or losses; • news of a pending or proposed merger, acquisition or tender offer; • news of a pending or proposed acquisition or disposition of a significant asset; • news of a pending or proposed joint venture; • a Company restructuring; • significant related party transactions; • financing transactions; • changes in dividend policies, the declaration of a stock split or the offering of additional securities; • establishment of a stock repurchase program; • changes in pricing or cost structure of Company products or services; • major marketing changes; • changes in management; • changes in auditors or notification that the auditor’ s reports may no longer be relied upon; • significant new products, processes or services; • significant regulatory developments; • pending or threatened significant litigation or regulatory investigation, or the resolution of such litigation or investigation; • impending bankruptcy or financial liquidity problems; • internal financial information which departs from what the market expects; • the gain or loss of a significant customer or supplier, major contract, license, registration or collaboration; • the entry, amendment or termination of a material contract; • a significant cybersecurity incident, such as a data breach, or any other significant disruption in the Company’ s operations or loss, potential loss, breach or unauthorized access of its property or assets, including through its information technology infrastructure; • the imposition of an event- specific restriction on trading in the Company’ s securities or the extension or termination of such restriction; or • other items that require the filing of a Current Report on Form 8- K with the SEC. Twenty- Twenty Hindsight. In determining whether information is material, the SEC and other regulators will view the information after- the- fact with the benefit of hindsight. As a result, in determining whether any information is material, we will and you should carefully consider whether regulators and others might view the information as being material in hindsight, with the benefit of all relevant information that later becomes available. For example, if there is a significant change in the Company’ s stock price following the release of certain information, that information will likely be determined to have been material when viewed with the benefit of hindsight. In addition to addressing the relevant statutes and regulations in this area, we are adopting this Policy to avoid even the appearance of improper conduct on the part of anyone employed by or associated with the Company and certain related persons, not just members of senior management. III. The Consequences of Insider Trading The consequences of insider trading violations can be severe: For individuals who trade while in possession of material non- public information (or tip information to others): • a civil penalty of up to three times the profit gained or loss avoided; • a criminal fine (no matter how small the profit) of up to $ 5 million; and • a jail term of up to 20 years. These penalties can apply even if the individual is not a member of the Board of Directors or an officer of the Company. Moreover, if an employee violates this Policy, he or she may also be subject to Company- imposed sanctions, including termination for cause. For a Company (as well as possibly any supervisory person) that fails to take appropriate steps to prevent illegal trading: • a civil penalty of the greater of $ 1 million or three times the profit gained or loss avoided as a result of the employee’ s violation; and • a criminal penalty of up to $ 25 million. Any of the above consequences, including an SEC investigation that does not result in prosecution, can tarnish the Company’ s or an individual’ s reputation and irreparably damage a career. IV. Our Policy General Prohibition on Trading. Company personnel and Related Persons (as defined below in this Section IV) may not, directly or indirectly through family members or other persons or entities (1) buy or sell securities of the Company while in possession of material non- public information, subject to the specific exceptions noted below in this Section IV under the caption “ Exceptions for Certain Transactions ” or (2) engage in any other action to take advantage of, or pass on to others, that information. It is also the policy of the Company that the Company will not engage in transactions in the Company’ s securities while aware of material nonpublic information relating to the Company or the Company’ s securities. Transactions by Family Members, Others in Your Household and Entities You Control. The restrictions in this Policy also apply to (1) family members who reside with you (including a spouse, a child, a child away at college, stepchildren, grandchildren, parents, stepparents, grandparents, siblings and in- laws), (2) others living in your household (whether or not related to you), (3) family members who do not live in your household but whose transactions in the Company’ s securities are directed by you or are subject to your influence or control (e. g., parents or children who consult with you before they trade in the Company’ s securities) and (4) any entities that you influence or control, including any corporations, limited liability companies, partnerships or trusts (each person or entity identified in clauses (1) – (4), a “ Related Person ”). SEC regulations specifically provide that any material non- public information about the Company communicated to any spouse, parent, child or sibling is considered to have been communicated under a duty of trust or confidence; and that any trading in the Company’ s securities by such family members while they are aware of such information may, therefore, violate insider trading laws and regulations. Company personnel are responsible for the compliance of all Related Persons with this Policy. This means that, to the extent such Related Persons of Company personnel intend to trade in the Company’ s securities, the Related Persons need to comply with the black- out periods and all other restrictions in this Policy. Furthermore, you should not participate in any investment club (i. e., groups of people who pool their money to make investments) that may invest in the Company’ s securities. Other Companies’ Non-public Information. This Policy also applies with equal force to material non- public information learned in the course of working for the Company or its subsidiaries relating to a company (1) with which the Company or its subsidiaries does business, such as the Company’ s customers and suppliers, or (2) that is involved in a potential transaction or business

relationship with the Company or its subsidiaries. Specifically, no Company personnel who, in the course of working for the Company or its subsidiaries, learns of material non- public information about a company (1) with which the Company or its subsidiaries does business, such as customers and suppliers, or (2) that is involved in a potential transaction or business relationship with the Company or its subsidiaries, may trade in that other company' s securities until the information becomes public or is no longer material. Personal or Independent Reasons Are Not Exceptions. Transactions in the Company' s securities that may be necessary or justifiable for independent reasons (such as the need to raise money for an emergency expenditure) are not excepted from this Policy and may constitute illegal insider trading. Even the appearance of an improper transaction must be avoided to preserve our reputation for adhering to the highest standards of conduct. Policy Administrator. This Policy shall be administered by the " Policy Administrator, " who shall initially be the Company' s General Counsel, and if such person is not available, then the Chief Financial Officer, shall serve as the alternate Policy Administrator. The Policy Administrator may, however, change from time to time. All determinations and interpretations by the Policy Administrator shall be final and not subject to further review. When Information Becomes Public. This Policy applies to material nonpublic information about the Company, which means that trading is generally permitted once the information becomes known to the public, such as through inclusion in reports filed with the SEC or press releases issued by the Company, or by publication in a widely- available newspaper or website (unless some other Company policy or legal obligation restricts trading at that time). Because the Company' s shareholders and the investing public should be afforded time to receive and absorb information, as a general rule you should not engage in any transactions until the beginning of the second business day after material information has been released. Thus, if an announcement is made before the market opens on a Monday, Wednesday generally would be the first day on which you may trade. If an announcement is made before the market opens on a Friday, Tuesday generally would be the first day on which you may trade. However, if the information released is complex, such as a major financing or other significant transaction, it may be necessary to allow additional time for the information to be absorbed by the investing public. In such circumstances, you will be notified by the Policy Administrator regarding a suitable waiting period before trading. In addition, we have established specified black- out periods, as described below. Prohibited Trading Periods. While it is never permissible to trade based on material non- public information, we are implementing the following procedures to help prevent inadvertent violations of this Policy and avoid even the appearance of an improper transaction (which could result, for example, where Company personnel engage in a trade while unaware of a pending major development). (1) Company Wide Black- Out Periods Applicable to All Company Personnel. All Company personnel and Related Persons are prohibited from trading in any of the Company' s securities during the following periods: • from the time each such individual becomes aware of the material information (the black- out start times often vary), until the beginning of the second business day after the day the Company has made a public announcement of material information, including earnings releases, unless the information released is complex, in which case it may be necessary to extend this period and the Policy Administrator will notify you of any such extension of the black- out period; and • during other specified periods when significant developments or announcements are anticipated, as notified by the Policy Administrator. You will be notified by e- mail when you may not trade in the Company' s securities during periods when significant developments or announcements are anticipated, in which event you will also be notified when trading restrictions are lifted. Of course, even during periods when trading is permitted, no one, including persons or entities who do not fall within the definition of Related Persons, should trade in the Company' s securities if he or she possesses material non- public information. (2) Additional Black- Out Periods Applicable to the Board of Directors, Senior Management, Financial Team Members and Designated Employees. In addition to being subject to the trading procedures applicable to all Company personnel (above), members of the Company' s Board of Directors, Senior Management, Financial Team Members, Designated Employees (each as defined below) and Related Persons of such individuals are also prohibited from trading in any of the Company' s securities during the following periods: • the period from 15 days prior to the close of each fiscal quarter until the beginning of the second business day after the release of the Company' s financial results for each quarter and, in the case of the fourth quarter, financial results for the year end; and • any other periods as determined by the Company. The following members of management constitute the " Senior Management " of the Company: all Executive (Section 16) Officers, as listed on Exhibit A hereto, which list shall be amended from time to time to reflect the then- current group of such individuals. The following individuals constitute the " Financial Team Members " of the Company: all members of the Company' s financial team, as listed on Exhibit B The following individuals constitute other " Designated Employees " of the Company: certain additional members of Company personnel, as listed on Exhibit C hereto, which list shall be amended from time to time to reflect the then- current group of such individuals. The Policy Administrator may, from time to time, amend the list of and / or designate other employees as Senior Management, Financial Team Members or Designated Employees, in which case the Policy Administrator shall notify the affected individuals. Exceptions for Certain Transactions. (1) Gifts. Bona fide gifts are not transactions that are subject to this Policy, unless the person making the gift (the donor) has reason to believe that the recipient of the gift intends to sell the Company' s securities while the donor is in possession of material non- public information, or the donor is subject to the trading restrictions under " Additional Black- Out Periods Applicable to the Board of Directors, Senior Management, Financial Team Members and Designated Employees " and " Pre- Clearance of All Acquisitions, Sales and Other Transfers by Certain Company Personnel. " (2) Mutual Funds. Transactions in mutual funds that are invested in the Company' s securities are not transactions subject to this Policy. (3) Transactions Involving Company Equity Plans. Except as otherwise noted below, this Policy does not apply to the following transactions: • Stock Option Exercises. This Policy does not apply to the exercise of an employee stock option acquired pursuant to the Company' s equity plans, or to the exercise of a tax

withholding right pursuant to which a person has elected to have the Company withhold shares subject to an option to satisfy tax withholding requirements. This Policy does apply, however, to any sale of stock as part of a broker- assisted cashless exercise of an option, or any other market sale of stock for the purpose of generating the cash needed to pay the exercise price and / or taxes upon the exercise of an option. • Restricted Stock Awards and Restricted Stock Unit ~~Award~~ **Awards** ~~Grant Notice~~ **. This Policy does not apply to the vesting of restricted stock or restricted stock units, or the exercise of a tax withholding right pursuant to which a person elects to have the Company withhold shares of stock to satisfy tax withholding requirements upon the vesting of any restricted stock or restricted stock unit (called " net settling "). This Policy does apply, however, to any market sale of restricted stock or restricted stock units. • Employee Stock Purchase Plan. This Policy does not apply to purchases of the Company' s securities under the Company' s employee stock purchase plan, if one is adopted, resulting from periodic contributions of money to the plan pursuant to the election made by a person at the time of enrollment in the plan. This Policy does apply, however, to a person' s election to participate in the plan** ~~or~~ **for** ~~to~~ **any enrollment period, and subsequent sales or other transfers of** such **securities. • Other Transactions with the Company. Any** other **purchase** ~~address or addresses~~ of **the Company' s securities from the Company or sales of the Company' s securities to the Company are not subject to this Policy. (4) Rule 10b5- 1 Trading Plans. Notwithstanding the restrictions and prohibitions on trading in the Company' s securities set forth in this Policy, persons subject to this Policy are permitted to effect transactions in the Company' s securities pursuant to approved trading plans established under Rule 10b5- 1 of the Securities Exchange Act of 1934, as amended (" Trading Plans "),** which ~~notice~~ **may include transactions during the prohibited periods discussed above. Rule 10b5- 1 requires that these transactions be made pursuant to a plan that was established while the person was not in possession of material non- public information, and the SEC requires that these plans not be entered into during any applicable Company- imposed black- out period. In order to comply with this Policy, the Company must pre- approve any such Trading Plan prior to its effectiveness. After a Trading Plan is approved, you must wait for a cooling- off period before the first trade is made under the Trading Plan, the length of which will be determined by the Policy Administrator, but will not be shorter than any applicable cooling- off period prescribed by SEC rules. Once the Trading Plan is adopted, you must not exercise any influence over the amount of securities to be traded, the price at which they are to be traded or the dates of the trades. The Trading Plan must either specify the amount, pricing and timing of transactions in advance or delegate discretion on these matters to an independent third party. Any modification of a Trading Plan is the equivalent of entering into a new Trading Plan and cancelling the old Trading Plan. Company personnel seeking to establish, modify or cancel a Trading Plan should contact the Policy Administrator. Pre- Clearance of All Acquisitions, Sales and Other Transfers by Certain Company Personnel. In order to ensure compliance with this Policy and with any Section 16 reporting requirements, all transactions in the Company' s securities (including acquisitions, sales, gifts and other transfers, whether or not for value), as well the execution of Trading Plans, by members of the Company' s Board of Directors, Senior Management, Financial Team Members, Designated Employees and Related Persons, must be pre- cleared by the Policy Administrator. If you are a member of one of the groups listed above and you contemplate a transaction in the Company' s securities, you must contact the Policy Administrator or other designated individual prior to executing the transaction. The Policy Administrator will use his or her reasonable best efforts to provide approval or disapproval within two business days. The Policy Administrator is under no obligation to approve a transaction submitted for pre- clearance, and may determine not to permit the transaction. You must wait until receiving pre- clearance to execute the transaction. Neither the Company nor the Policy Administrator shall be liable for any delays that may occur due to the pre- clearance process. If the transaction is pre- cleared by the Policy Administrator, it must be executed by the end of the second business day after receipt of pre- clearance. Notwithstanding receipt of pre- clearance of a transaction, if you become aware of material non- public information about the Company after receiving the pre- clearance but prior to the execution of the transaction, you may not execute the transaction. The responsibility for determining whether you are in possession of material non- public information rests with you, as discussed below in Section V. If you do not receive pre- clearance, you should refrain from initiating any transaction in the Company' s securities and should not inform any other person of the restriction. If you are a Section 16 reporting person, promptly following execution of the transaction, but in no event later than the end of the first business day after the execution of the transaction, you must notify the Policy Administrator and provide details regarding the transaction sufficient to complete the required Section 16 filing. Employees of the Company who are not Directors, members of Senior Management, Financial Team Members or Designated Employees may, but are not required to, pre- clear transactions in the Company' s securities** in the same manner ~~has~~ **as** ~~previously been given~~ **set forth above** . ~~Any such~~ **Such employees are not required to notify the Policy Administrator following execution of the transaction. Please** ~~notice~~ -- **note** ~~shall be deemed~~ **that pre- clearance does not provide Company personnel with immunity from investigation or suit, as it is the responsibility of the individual** to **comply with the federal securities regulations. V. Individual Responsibility Persons subject to this Policy** have **ethical and legal obligations** ~~been given on the earliest of receipt, one business day following delivery by the sender~~ to **maintain** ~~a recognized courier service, or three~~ -- **the confidentiality** ~~business days following mailing by registered or certified mail. 11. Assignment and Successors. (a) This Agreement is personal to the Participant and without the prior written consent~~ of **information about** the Company ~~shall~~ **and to** not ~~be assignable by~~ **engage in transactions in** the **Company** ~~Participant otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Participant~~ ' s **securities while in possession of material non- public information. Each individual is responsible for making sure that he or she complies with this Policy, and that any Related Person, whose transactions are subject to this Policy, also complies with this Policy. In all cases, the responsibility for determining whether an individual is in possession of material non- public information rests with that individual, and any action on the part of the Company, the**

Policy Administrator or any other employee or Director pursuant to this Policy (or otherwise) does not in any way constitute legal **advice or insulate** ~~representatives. (b) This Agreement shall inure to the benefit of and~~ **an individual from liability under applicable securities** ~~be binding upon the Company and its successors and assigns. 12. Governing Law. This Agreement shall be construed and enforced in accordance with the~~ laws ~~of the State of Delaware, without giving effect to the conflict of law principles thereof~~ . **You may** ~~For the purpose of litigating any dispute that arises under this Agreement, whether at law or in equity, the parties hereby consent to exclusive jurisdiction in the State of Massachusetts and agree that such litigation shall be conducted in the state courts of the State of Massachusetts or the federal courts of the United States for the District of Massachusetts. 13. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be modified to the extent necessary to make such provision valid and enforceable, and to the extent that this is impossible, then such provision shall be deemed to be excised from this Agreement, and the validity, legality and enforceability of the rest of this Agreement shall not be affected thereby. 14. Entire Agreement. This Agreement, together with the Plan, constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement not expressly set forth in this Agreement shall affect or be used to interpret, change or restrict the express terms and provisions of this Agreement provided, however, in any event, this Agreement shall~~ be subject to **legal penalties** and ~~governed~~ **disciplinary action** by **law enforcement officials** ~~the Plan. 15. Modifications~~ and **/ or the Company for any conduct prohibited by** ~~Amendments; Waivers and Consents. The terms and provisions of~~ this ~~Agreement~~ **Policy or applicable securities laws, as described in Section III above. Tipping Information to Others. Company personnel must not disclose nonpublic information about the Company to others outside the Company who do not have an obligation to maintain the confidentiality of such information. If the outsider trades on such information, penalties for insider trading may apply in these situations whether or not you derive any monetary benefit from the other person' s trading activities. Material non- public information is often inadvertently disclosed or overheard in casual, social conversations. Please take care to avoid such disclosures. Prevention of Insider Trading by Others. If you become aware of a potential insider trading violation, you must immediately advise our Policy Administrator and / or report the matter using the Company' s anonymous whistleblower reporting procedures. You should also take steps, where appropriate, to prevent persons under your supervision and / or control from using material non- public information for trading purposes. Company- imposed sanctions, including termination for cause, could result if an employee fails to comply with this Policy. Confidentiality. Serious problems could be caused for the Company by the unauthorized disclosure of internal information about the Company, whether or not for the purpose of facilitating improper trading in the Company' s securities. Company personnel should not discuss internal Company matters or developments (whether or not you think such information is material) with anyone outside of the Company (including, but not limited to, family, friends, business associates, investors and expert consulting firms), except as required in the performance of regular corporate duties. This prohibition applies specifically (but not exclusively) to inquiries about the Company that** may be ~~modified~~ **made by the financial press, investment analysts** or ~~amended~~ **others in the financial community and also includes posting material non- public information on any social media outlets such** as **Facebook** ~~provided in the Plan. Except as provided in the Plan~~ , **Twitter, etc. It is important that all such communications on behalf of** the ~~terms~~ **Company be made only through** ~~and~~ **an** ~~provisions~~ **authorized officer under carefully controlled circumstances. Unless you are expressly authorized to the contrary, if you receive any inquiries** of this ~~Agreement~~ **nature, you should decline comment and refer the inquirer to Investor Relations (investors @ sprucepower. com). There should be no communication about Company business with outside entities, without the involvement of Investor Relations. VI. Additional Prohibited Transactions Because we believe it is generally improper and inappropriate for Company personnel to engage in short- term or speculative transactions involving the Company' s securities, it is our policy that Company personnel and Related Persons not engage in any of the following activities: • trading in the Company' s securities on a short- term basis. Any Company personnel or Related Persons who purchase the Company' s securities in the open market** may ~~be waived, or consent~~ **not sell any of the Company' s securities of the same class during the six months following the purchase (** ~~for~~ **or vice versa); • purchasing financial instruments (including prepaid variable forward contracts, equity swaps, puts, calls, straddles, collars and exchange funds) that are designed to hedge or offset any decrease in the market value of the Company' s equity securities and entering into** ~~the~~ **other transactions** ~~departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent~~ with ~~respect to~~ **the same economic effect, including short sales; • transacting in put options, call options or other derivative securities, on an exchange or in** any other ~~terms~~ **organized market; • borrowing or other arrangements involving non- recourse pledges of securities, including securities held in a margin account as collateral** ~~or~~ **for** ~~provisions~~ **a margin loan or securities pledged (or hypothecated) as collateral for a loan; and • selling a security future that establishes a position that increases in value as the value** of **the underlying equity security decreases. VII. Post- Termination Transactions This Policy will no longer apply after termination of service to the Company. However, if an individual is in possession of material non- public information when his or her service terminates, that individual may not trade in the Company' s securities until that information has become public or is no longer material, and it would be prudent for the individual, if he or she is subject to a black- out period upon termination of service, to refrain from trading until those restrictions no longer apply to Company personnel. VIII. Company Assistance Any person who has any questions about specific transactions or** this **Policy** ~~Agreement, whether or not similar. Each such waiver or consent shall be effective only~~ in **general may obtain additional guidance from** the ~~specific instance and~~ **Policy Administrator. Remember, however, the ultimate responsibility** for **adhering to** ~~the purpose for which it was given, and shall not constitute a continuing waiver or consent. 16. Section 409A.~~

~~The Award of RSUs evidenced by~~ this **Policy and avoiding improper transactions rests with you. In this regard, please** ~~Agreement is intended to be exempt from the nonqualified deferred compensation rules of Section 409A of the Code as a " short term deferral " (as that term is used~~ **use your best judgment when considering a transaction** in ~~the final regulations and other --~~ **the** ~~guidance issued under Section 409A~~ **Company' s securities. As** of **February 25, 2025 Exhibit A 1. Chris Hayes, Chief Executive Officer 2. Jon Norling, Chief Legal Officer 3. Sarah Wells, Chief Financial Officer & Head of Sustainability All members of** the ~~Code~~ **Company' s financial team** , including **the following individuals and any replacement, should the individuals below depart the Company: 1. Angelica Perez, VP of Accounting 2. Jenn Saxby, Assistant Controller 3. Carla Olivier, Accounting Manager 4. Ryan Santana, Sr Analyst, Accounting 5. Emily Franklin, Sr Accountant 6. Angela Williams, Sr Accountant 7. Angelica Hurrington, Sr Accountant 8. Carina Falcon, Sr Accountant 9. Cynthia Alvarez, Accounting Manager 10. Van Lorick, VP of Finance 11. Gabriel Costillo, FP & A Manager 12. David Gaitan, Analyst, Financial Operations 13. Chi- Chi Johansen, Senior Director, SEC Reporting 14. Shiv Hirani, Sr. SEC Reporting Analyst 1. Joe Pettit, VP Corporate Development 2. Derick Smith, COO, Spruce Servicing 3. Kevin Minton, VP, Asset Operations & Business Development 4. Sophia Washington, SVP, IT & Enterprise Applications 5. Lee Forrest, Director,** Treasury **6** ~~Regulation Section 1~~ . **Daniel Garcia** ~~409A- 1 (b) (4) (i))~~ , **VP** ~~and shall be construed accordingly. 17. Data Privacy. By entering into this Agreement~~ , **Human Resources 7** ~~the Participant: (i) authorizes the Company and each Affiliate, and any agent of the Company or any Affiliate administering the Plan or providing Plan recordkeeping services, to disclose to the Company or any of its Affiliates such information and data as the Company or any such Affiliate shall request in order to facilitate the grant of options and the administration of the Plan; (ii) to the extent permitted by applicable law waives any data privacy rights he or she may have with respect to such information, and (iii) authorizes the Company and each Affiliate to store and transmit such information in electronic form for the purposes set forth in this Agreement~~ . **Darian McLinden, Executive Assistant**