

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

In re

FREEDOM FOREVER LLC,

Debtor.¹

Chapter 11

Case No. 26-10522 (BLS)

Re: D.I. 50 & 51

**SUPPLEMENTAL DECLARATION OF BRETT BOUCHY IN SUPPORT OF
DEBTOR'S CHAPTER 11 PETITION AND FIRST DAY MOTIONS**

I, Brett Bouchy, hereby declare (this "Declaration") under penalty of perjury:

Introduction

1. Freedom Forever LLC and its affiliated entities (collectively, "Freedom Forever" or the "Company") were founded in 2011 with a bold and straightforward mission: to make residential solar power accessible, affordable, and permanent for American homeowners. Over the course of more than a decade, Freedom Forever grew from a small installation company into one of the nation's largest residential solar installation enterprises—building, staffing, and scaling a comprehensive platform that serves homeowners across more than thirty (30) states.

2. On April 15, 2026 (the "Petition Date"), Freedom Forever LLC (the "Debtor") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Court"). The Debtor is operating its business and managing its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee has been appointed in this chapter 11 case as of the date of this Declaration.

¹ The Debtor in this case, along with the last four digits of its federal EIN, is Freedom Forever LLC (8857). The Debtor's mailing address is 43445 Business Park Drive, Suite 110, Temecula, CA 92590.

3. Freedom Forever built its distinctive model around a network of Independent Authorized Dealers (“IADs”)²—independent solar sales organizations and their representatives who market, contract, and coordinate the installation of residential solar energy systems on the Company’s behalf. Unlike traditional solar companies that employ large direct sales forces, Freedom Forever operates as an engineering, procurement, and construction (“EPC”) platform that powers its IADs with proprietary technology, in-house installation capacity, and back-end financing access. The Company’s proprietary software platform, *LIGHTSPEED*, provides IADs, homeowners, and Company personnel with real-time project visibility, permitting support, and customer-facing transparency throughout the solar installation lifecycle.

4. Through this chapter 11 case, the Debtor seeks a comprehensive financial restructuring to address a convergence of extraordinary and largely externally driven forces that have severely disrupted the residential solar market and, in particular, Freedom Forever’s business model. These forces include: (a) the impact of federal legislation commonly referred to as the “One Big Beautiful Bill” on the back-end financing markets that underpin residential solar installation economics; (b) the further compounding effect of presidential executive orders directed at eliminating subsidies for solar and renewable energy, which have created acute market uncertainty; and (c) a pattern of material payment breaches by certain of the Company’s finance company partners whose repeated failures to remit timely dealer payments to the Company cascaded into missed and delayed payments to the Company’s IAD network, causing a contraction in the number of active dealers, a sharp decline in new project originations, and an acute deterioration in the Company’s cash position.

² As used herein, “Independent Authorized Dealers” or “IADs” refers to the network of independent companies and individuals that market, sell, and contract residential solar installations on behalf of Freedom Forever.

5. Time is of the essence. Every day of delay creates a risk of further IAD attrition. IADs who are uncertain about Freedom Forever's future and who have not been paid in a timely fashion are approached daily by competing solar platforms. The Debtor therefore respectfully requests that the Court grant the relief described in the First Day Motions described herein on an expedited basis to preserve the value of Freedom Forever's business as a going concern.

6. Despite the challenges that have led to this chapter 11 case, the Company and its advisors believe strongly in the long-term value of Freedom Forever's business, its *LIGHTSPEED* technology platform, its IAD relationships, and its mission. Traditional utility costs continue to rise, battery storage technology continues to improve, and the fundamental economics of residential solar remain compelling for the American homeowner. The Company commences this chapter 11 case to pursue a value-maximizing restructuring for the benefit of all stakeholders, continue servicing its customers, preserve jobs, protect its IAD network, and emerge as a stronger, more sustainable enterprise.

Background and Qualifications

7. I am the Chief Executive Officer of Freedom Forever LLC. Prior to becoming CEO, I spent years as a private equity investor and business operator, acquiring, transforming, and scaling companies across multiple industries. I have a track record of building and selling companies and of translating operational complexity into scalable, technology-driven platforms.

8. As CEO, I am responsible for the Company's overall strategic direction, capital structure, and operational performance. I am deeply familiar with the Company's day-to-day operations, business and financial affairs, and books and records. The statements set forth in this Declaration are based upon my personal knowledge, information provided by other members of the Company's management team and advisors, my review of relevant documents and information

concerning the Company's operations, financial affairs, and restructuring initiatives, and my opinions based upon my experience and knowledge. I am over the age of 18 and am authorized to submit this Declaration on behalf of the Debtor. If called as a witness, I could and would testify competently to the facts set forth in this Declaration.

9. To familiarize the Court with the Debtor, its business, the circumstances leading to this chapter 11 case, and the relief the Debtor seeks on the first day of this case, this Declaration is organized as follows:

- **Part I** provides an overview of the Debtor's corporate history, structure, and business operations;
- **Part II** describes the Debtor's prepetition capital structure;
- **Part III** describes the circumstances leading to the filing of this chapter 11 case, including the impact of the One Big Beautiful Bill, the presidential executive orders on solar energy, and the payment defaults by finance company partners;
- **Part IV** describes certain of the Debtor's prepetition restructuring initiatives; and
- **Part V** sets forth the basis for the relief sought in the Debtor's First Day Motions.

Discussion

I. The Company's Corporate History, Structure, and Business Operations

A. Corporate History

10. Freedom Forever was founded in 2011 by solar energy entrepreneurs who recognized that residential solar represented not merely an environmental opportunity but a profound economic one—giving homeowners the ability to generate their own power, reducing dependence on increasingly expensive utility rates, and building long-term home equity. From its earliest days, the Company's model was differentiated: rather than building a large proprietary sales force, Freedom Forever invested in becoming the premier back-end platform for independent

solar sales organizations, providing them with installation capability, technology, and financing access that they could not otherwise achieve on their own.

11. I joined Freedom Forever in 2015 and subsequently assumed the role of Chief Executive Officer. Since then, the Company implemented a comprehensive operational transformation. We standardized over 700 internal operating procedures, deployed the *LIGHTSPEED* proprietary project management and customer relationship platform, and refocused the business around enabling the Company's IAD network to excel. The Company's revenues grew dramatically over a three-year period as we scaled from a regional installer into a national platform serving homeowners across the continental United States.

12. The Company is headquartered at 43445 Business Park Drive, Suite 110, Temecula, California 92590. Freedom Forever LLC is a Delaware limited liability company and operates through a network of wholly-owned and affiliated subsidiaries, including state-specific operating entities, each organized to comply with applicable state licensing requirements for solar contractors.

B. The Company's Business Operations

13. Freedom Forever's business model is built on three integrated pillars: (1) its network of IADs, which originate new customer contracts; (2) its EPC platform, which designs, permits, and installs residential solar energy systems; and (3) its finance company partnerships, which provide consumer financing solutions that enable homeowners to access solar without significant upfront capital outlay.

14. Through its IADs and EPC platform, Freedom Forever offers homeowners the following primary residential solar products and services:

- *Solar Purchase Agreements / Cash Sales.* Homeowners purchase solar energy systems outright, often financed through consumer lending products arranged in partnership with the Company's finance company partners.
- *Third-Party Ownership Products (Leases and PPAs).* Homeowners access solar energy systems through long-term lease agreements or power purchase agreements ("PPAs"), under which Freedom Forever or a capital partner retains ownership of the system and the homeowner pays a fixed monthly rate or per-kilowatt-hour rate for the energy produced.
- *25-Year Production Guarantee.* A hallmark of Freedom Forever's customer value proposition is its industry-leading 25-year production guarantee, under which the Company commits to the homeowner that the installed solar system will produce a specified minimum level of electricity over the guarantee period. This guarantee reflects the Company's confidence in its installation quality and has been central to its brand differentiation.
- *Energy Storage Systems.* The Company offers battery storage systems integrated with residential solar installations, allowing homeowners to store excess energy production for use during peak demand periods or grid outages.

C. The IAD Network

15. IADs are the Company's public-facing commercial presence in every market it serves. Under written Independent Dealer Agreements, each IAD is responsible for: (a) sourcing and contracting prospective homeowner customers in compliance with applicable state and federal consumer protection laws; (b) presenting Freedom Forever's products, guarantees, and pricing to potential customers; and (c) facilitating customers' executing Freedom Forever contracts.

16. IADs are typically paid by Freedom Forever in installments tied to project completion milestones, commonly upon execution of the customer contract, upon installation completion, and in some cases upon interconnection of the solar system to the utility grid. The timing and reliability of these dealer payments are critical to IAD cash flow, as IADs frequently front marketing costs, sales commissions, and other origination expenses in advance of receiving payment from Freedom Forever. Any disruption to Freedom Forever's ability to timely pay its IADs has an immediate and severe impact on IAD willingness and ability to originate new business, thereby contracting the Company's revenue pipeline.

17. The Company's ability to maintain its IAD network is directly contingent on the reliability of its own financial operations. The loss of a single productive IAD is not merely the loss of a vendor, it is the loss of an entire sales organization and customer pipeline. Experienced solar sales representatives are in high demand across the industry, and once they realign to a competing platform, the relationship is effectively permanent. The Debtor therefore treats its IAD payment obligations as critical financial obligations.

D. Finance Company Partnerships and the Prebate/Advance Mechanism

18. Because the majority of residential solar installations are financed rather than purchased in cash, consumer financing is the lifeblood of Freedom Forever's business. Freedom Forever partners with third-party finance companies that offer consumer solar loans and lease/PPA products to homeowners through the IAD network. The finance company is responsible for underwriting the homeowner's creditworthiness, originating the consumer loan or executing the lease/PPA agreement, and remitting payment to Freedom Forever (and through Freedom Forever to its IADs) upon satisfaction of specified project completion milestones.

19. In practice, certain finance company partners operate through a “prebate” or “advance” structure: the finance company disburses funds to the Company in advance of completion of the homeowner system installation, effectively providing the Company with early liquidity to fund project costs and IAD payments. These advances are typically subject to repayment obligations or “clawback” provisions if specified conditions are not met, including if homeowners cancel contracts, if installations fail to satisfy quality or permitting standards, or if the Company fails to achieve agreed volume targets within specified periods. The clawback mechanism creates a contingent liability structure that, in periods of high cancellation rates or reduced origination volumes, can compound the Company’s liquidity pressures significantly.

20. Among the Company’s finance company partners, EnFin Corp., has been a significant source of consumer loan originations and third-party ownership (“TPO”) financing for Freedom Forever’s IAD network. The operative agreement governing the parties’ relationship is the TPO Dealer Agreement between EnFin Corp. and Freedom Forever LLC, dated April 5, 2024 (the “EnFin Agreement”). Pursuant to the EnFin Agreement, EnFin was appointed as Freedom Forever’s non-exclusive financing partner for marketing, constructing, and installing solar systems to be financed through EnFin’s residential loan and lease/PPA products. EnFin’s products have been integrated into Freedom Forever’s *LIGHTSPEED* platform as preferred financing options for IADs presenting to prospective customers.

21. Other finance company partners include GoodLeap, LLC (f/k/a LoanPal)—one of the nation’s largest residential solar lenders—and Credit Human Federal Credit Union, operating the “SustainableHome” solar loan program, among other third-party consumer lenders in the residential solar space. In the aggregate, financing facilitated through these third-party finance

partners accounts for the substantial majority of new customer contracts originated by the Company's IAD network.

II. The Company's Prepetition Capital Structure

22. The following table summarizes the Debtor's material funded debt and certain other financial obligations as of the Petition Date:

23. Funded Debt / Obligation	Maturity	Approximate Principal Outstanding
SolarEdge Technologies, Inc. – Credit Line	Dec. 31, 2026	~\$50.0 million
SolarEdge Technologies, Inc. – Products Debt	Dec. 31, 2026	~\$55.7 million
Tesla, Inc.	Dec. 31, 2026	~\$23 million
EnFin Corp. – March 24, 2026 Advance Payment	May 31, 2026	~\$2.4 million
Trade Debt	Various	\$+24 million
Total Funded Debt and Material Obligations³		~\$155.1 million

A. SolarEdge Technologies, Inc. — Credit Line and Products Debt

24. SolarEdge Technologies, Inc. ("SolarEdge") develops, manufactures and sells, *inter alia*, solar photo-voltaic products and accessories thereto. In order to allow Freedom Forever LLC and/or its affiliates to resell SolarEdge's products purchased from SolarEdge, the parties agreed under that certain *Confidential Sales Incentive Program*, effective January 1, 2023, and that certain *Module Supply Agreement*, dated January 18, 2023, that SolarEdge would extend and make

³ An entity named Consolidated Electrical Distributors, Inc., has also filed a UCC-1 financing statement, but as of the date of the filing of this Motion, the Debtor has not located a security agreement for this entity. Consolidated Electrical Distributors, Inc. is listed as holding a \$385,974.10 unsecured claim in Official Form 204 filed on the Petition Date.

available to Freedom Forever LLC a credit line up to \$100 million (the “Original Credit Line”) to, among other things, permit Freedom Forever LLC and its affiliates to purchase modules from an authorized module manufacturer, and resell the modules together with Solar’s products to Freedom’s customers.

25. Pursuant to that certain financing *Agreement*, dated December 28, 2023, as amended February 1, 2024 (the “SolarEdge Finance Agreement”), SolarEdge provided a new revolving line of credit in favor of Freedom Forever LLC in an amount of up to \$80,000,000 (the “New Credit Line”) replacing the Original Credit Line. As of December 10, 2025, approximately \$50,000,000 remained outstanding under the New Credit Line (the “Credit Line Debt”) and the Company had accumulated approximately \$54,000,000 (the “Products Debt”) in unpaid obligations for SolarEdge inverters, power optimizers, and related photovoltaic equipment that had been delivered to the Company but for which payment had allegedly not been made. To address these outstanding obligations, Freedom Forever LLC entered into an agreement with SolarEdge (the “SolarEdge Repayment Agreement”) establishing a repayment installment schedule (the “2026 Repayment Program”). As of the Petition Date, approximately \$50,000,000 remains outstanding on the New Credit Line and approximately \$55,691,192.56 remains outstanding on the Products Debt.

26. SolarEdge asserts that it holds a first-priority security interest in and lien on substantially all of Freedom Forever LLC’s and certain non-debtor affiliates’ assets, including accounts receivable, as set forth in that certain UCC-1 financing statement filed on February 3, 2023, and UCC-1 financing statement filed on December 11, 2025.

B. Tesla, Inc. — Line of Credit and Forbearance Obligations

27. Pursuant to that certain *Certified Installer Agreement* between Tesla, Inc. (“Tesla”) and Freedom Forever LLC, dated April 29, 2020, as amended (the “Tesla MSA”), Tesla supplies Powerwall battery storage products to the Company, which the Company pairs with solar photovoltaic modules for use in solar-plus-storage installations. Under the Tesla MSA, Tesla extended the Company a line of credit of up to approximately \$13,000,000 (the “Original Tesla Line of Credit”) secured, in part, by a first-priority security interest in: (a) all Powerwalls sold by Tesla to the Company; and (b) solar panel modules purchased by the Company from third-party suppliers and held in the Company’s inventory.

28. Pursuant to *Amendment No. 9* to the Tesla MSA, dated June 17, 2025, the parties restructured the payment schedule for the Original Tesla Line of Credit. Additionally, on June 17, 2025, Tesla and Freedom Forever LLC entered into that certain *Increased Purchase Terms and Collateral Agreement* whereby Freedom Forever LLC granted a security interest and lien on inventory to secure the payment and performance of all indebtedness under the Tesla MSA.

29. As of November 16, 2025, the aggregate obligations purportedly owed by Freedom Forever LLC to Tesla under the Tesla MSA allegedly totaled \$10,824,436 (“Obligations” as defined in the Tesla Forbearance Agreement), comprising: (a) \$9,922,793 in outstanding principal under the Original Tesla Line of Credit; (b) \$31,644 in accrued interest on the overdue balance; and (c) \$870,000 in Purchase Commitment Shortfall Liquidated Damages (as used in the Tesla Forbearance Agreement) arising from the Company’s alleged failure to submit conforming purchase orders for Q3 2025.

30. On November 26, 2025, Freedom Forever LLC entered into a *Forbearance and Collateral Agreement* with Tesla (the “Tesla Forbearance Agreement”), pursuant to which: (i)

Tesla agreed to forbear from exercising default remedies through December 31, 2026, subject to specified conditions; and (ii) Tesla claims that the Company granted to Tesla an additional security interest in all accounts receivable and payment streams arising from the Company's sale of Tesla's Powerwalls and from "specific solar installation projects" on account of the outstanding Obligations. Tesla filed a UCC-1 financing statement on December 5, 2025; however, as of the Petition Date, there was no fully executed deposit account control agreement in favor of Tesla or any other party on the Debtor's bank accounts.

31. On November 26, 2025, Tesla and Freedom Forever LLC also entered into *Amendment No. 10* to the Tesla MSA, whereby Tesla extended an additional credit line of \$5 million. In connection with *Amendment No. 10*, Freedom Forever LLC agreed to a repayment plan through December 31, 2026, covering the additional credit line (\$5 million) and the outstanding Obligations identified in the Tesla Forbearance Agreement (\$10,824,436) for a total of \$15,824,436 in accrued debt, which with interest has grown to approximately \$16.8 million as of the Petition Date.

32. Beyond the Tesla MSA, Tesla extended a further line of credit in the amount of \$6.25 million, of which \$6.21 million remains outstanding, which together with the \$16.8 million under the Tesla MSA, accounts for a total outstanding debt of approximately \$23 million as of the Petition Date.

C. EnFin Corp. – March 24, 2026 Advance Payment

33. Pursuant to that certain *Advance Agreement*, dated as of March 24, 2026, by and among EnFin Corp. and Freedom Forever LLC, EnFin agreed to advance the sum of \$2,400,000,⁴

⁴ The Debtor does not hereby admit that it owes EnFin Corp. \$2.4 million and specifically reserves and preserves its rights under the Advance Agreement, including its rights of setoff, recoupment, or the like, and any other rights and defenses under applicable law and the Bankruptcy Code.

which EnFin alleges is secured by a continuing, floating security interest in all Freedom Forever LLC's right, title, and interest, whether now owned or hereafter acquired, in and to all solar panel modules, inverters, and related equipment, together with all accessories, attachments, replacements, and substitutions thereof. Per the Advance Agreement, EnFin Corp. claims a lien on collateral that is not subject to an existing security interest and that is expressly junior and subordinate to any prior perfected security interest or lien.

III. Events Leading to the Commencement of the Chapter 11 Cases

34. This case reflects the convergence of three distinct but interrelated crises, each of which would have been significant in isolation, but which together have proven catastrophic for Freedom Forever and the residential solar industry as a whole. These three crises are: (1) the legislative evisceration of the residential solar tax incentive framework through the One Big Beautiful Bill; (2) the acute amplification of market uncertainty caused by presidential executive orders targeting solar subsidies; and (3) the material payment defaults by finance company partners, particularly EnFin Corp., which cascaded into a self-reinforcing cycle of IAD attrition, project cancellations, and cash flow deterioration.

A. The One Big Beautiful Bill and Its Devastating Impact on the Residential Solar Market

35. On July 4, 2025, President Trump signed into law H.R. 1, 119th Congress, Pub. L. No. 119-21, 139 Stat. 72 (July 4, 2025), commonly referred to as the One Big Beautiful Bill Act (the "OBBA").⁵ The OBBA represents the most significant legislative reversal of U.S. clean

⁵ Pub. L. No. 119-21, 139 Stat. 72 (July 4, 2025), H.R. 1, 119th Cong. (commonly referred to as the "One Big Beautiful Bill Act" or "OBBA"). Note: the bill's formal short title was removed during Senate consideration; it is cited herein by its popular designation and public law number.

energy policy in decades and has inflicted severe harm on the residential solar industry, including Freedom Forever.

36. Most critically for Freedom Forever and its customers, the OBBA eliminated the Residential Clean Energy Credit (“Section 25D Credit”) under the Internal Revenue Code with no phase-down period or transition relief. The Section 25D Credit, which had provided homeowners purchasing solar with a 30% federal tax credit against the cost of their system, was terminated effective December 31, 2025. Homeowners who placed solar systems in service on or after January 1, 2026, receive no federal residential tax benefit whatsoever. The elimination of this credit was abrupt, with no advance notice to the industry, no transition relief for projects in the pipeline, and no phase-down to allow the market to adjust.

37. The impact of this credit elimination on Freedom Forever’s business has been profound and immediate. Residential solar purchases are fundamentally economic decisions for homeowners: the Section 25D Credit historically reduced the effective net cost of a residential solar system by approximately 30%, making solar economically competitive with utility-based electricity for a broad segment of the homeowner population. The abrupt removal of this subsidy has materially reduced consumer demand, increased customer hesitation, and caused a significant number of prospective homeowners who were in the process of contracting for solar installations to cancel or defer their projects. Freedom Forever’s IAD network, which depends on a continuous flow of new customer contracts to sustain its business, has seen origination volumes fall sharply as a direct result.

38. The OBBA also imposed severe new restrictions and hard-stop deadlines on the commercial and residential clean electricity investment tax credit under Section 48E of the Internal Revenue Code—the mechanism by which institutional investors provide upfront capital in

exchange for the tax attributes generated by solar system ownership, and the financial engine that makes third-party ownership products (leases, PPAs, and related structures) economically viable. Under the OBBA, to claim the Section 48E credit, a solar project must either: (a) commence construction on or before July 4, 2026 (exactly one year after the OBBA's enactment); or (b) be placed in service on or before December 31, 2027. Projects that do not satisfy either condition do not receive a credit under Section 48E. In addition, effective January 1, 2026, entities classified as "specified foreign entities" or "foreign-influenced entities" are prohibited from claiming Sections 45Y, 48E, or 45X credits, and projects claiming those credits face strict limits on the use of materials or components with "material assistance" from such entities. These restrictions have created sweeping compliance uncertainty for institutional tax equity investors with any international supply chain or ownership exposure—including investors in Freedom Forever's third-party ownership programs—causing a wave of pullbacks and commitment cancellations in the tax equity market and tightening the pool of eligible tax equity investors, reducing competition and increasing the cost of capital for the remaining viable financing structures. These restrictions apply broadly to entities with significant foreign ownership or supply chain ties, which has created compliance uncertainty that has caused many institutional investors to pause or exit the solar finance market entirely while they assess their exposure.

39. In short, the OBBA has dismantled the incentive architecture upon which Freedom Forever's business model—and the residential solar industry as a whole—has been built. The loss of both consumer-facing (Section 25D) and capital-market-facing (Section 48E) incentives has simultaneously reduced customer demand and constrained the availability of back-end financing.

B. Presidential Executive Orders Targeting Solar Energy Subsidies

40. A series of presidential executive orders preceded and compounded the harm the OBBA caused.

41. On January 20, 2025, President Trump signed Executive Order No. 14,154, titled “Unleashing American Energy,” 90 Fed. Reg. 8353 (Jan. 29, 2025) (the “January EO”).⁶ The January EO directed all executive branch agencies to “immediately pause” the disbursement of funds appropriated through the Inflation Reduction Act (“IRA”), Pub. L. No. 117-169, and the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including grant programs, loan guarantees, and direct-pay and transferability mechanisms under the IRA that the solar industry had relied upon to monetize tax credits. The January EO also revoked a series of Biden Administration executive orders supporting clean energy deployment, including Executive Orders 13990, 14008, 14027, 14030, 14037, 14057, and 14082. While a federal court subsequently enjoined certain disbursement-pause applications of the January EO, the order’s issuance alone had an immediate chilling effect on the tax equity and IRA-backed financing markets. Institutional investors who had committed capital to solar projects began to reassess their obligations and exposure, and new tax equity commitments effectively dried up in the first quarter of 2025 as investors awaited legal and regulatory clarity.

42. On July 7, 2025—just three days after the OBBA was signed into law—President Trump issued Executive Order No. 14,315, titled “Ending Market Distorting Subsidies for Unreliable, Foreign-Controlled Energy Sources,” 90 Fed. Reg. 30821 (July 10, 2025) (the “July EO”).⁷ The July EO characterized the Section 48E Investment Tax Credit and the Section 45Y

⁶ Exec. Order No. 14,154, “Unleashing American Energy,” 90 Fed. Reg. 8353 (Jan. 29, 2025).

⁷ Exec. Order No. 14,315, “Ending Market Distorting Subsidies for Unreliable, Foreign-Controlled Energy Sources,” 90 Fed. Reg. 30821 (July 10, 2025). The Order directed the Secretary of the Treasury to issue new and

Production Tax Credit as “market distorting subsidies” and directed the Secretary of the Treasury to take all necessary steps to “strictly enforce” the termination of those credits for wind and solar facilities. The July EO specifically directed Treasury to issue new and revised guidance no later than August 18, 2025, to ensure that “policies concerning the ‘beginning of construction’ are not circumvented,” signaling the Administration’s intent to aggressively foreclose on transition-period credit claims that developers and investors had been anticipating in their project finance models.

43. The combined effect of the January EO and the July EO has been to extinguish whatever residual confidence the institutional investor community retained in the stability of the solar tax credit framework. Back-end financing—the capital raised through tax equity partnerships and securitization structures that funds the up-front costs of residential solar installation—has contracted sharply as investors have pulled back from the market in the face of legislative, regulatory, and executive uncertainty. Freedom Forever, which depends on the availability of this back-end financing to fund its EPC operations and pay its IADs, has been directly and severely harmed by this contraction. Origination volumes, customer contract conversion rates, and back-end financing availability have all declined materially since the issuance of the January EO and the passage of the OBBA.

C. Finance Company Partner Payment Defaults and the Cascade Through the IAD Network

44. Concurrent with the legislative and executive disruption to the solar market described above, Freedom Forever suffered a series of material payment defaults and breaches by key finance company partners that further accelerated the Company’s financial deterioration.

revised guidance no later than August 18, 2025, to strictly enforce the termination of tax credits under Sections 45Y and 48E and to ensure that “policies concerning the beginning of construction are not circumvented.”

45. Beginning in 2024 and accelerating through 2025, the Debtor's finance company partners engaged in a pattern of payment delays, withheld advances, and disputed milestone claims, further compounding the pressure on the Company's working capital position.

46. This dynamic has created a deeply damaging negative feedback loop: finance company payment delays cause IAD payment delays, which cause IAD attrition, which reduces origination volumes, which reduces revenue, which further impairs Freedom Forever's ability to meet its own financial obligations. The Company has engaged in extensive dialogue with EnFin Corp., Goodleap and other finance company partners in an effort to regularize payment schedules and resolve disputed claims, but those efforts have not succeeded in fully restoring the payment consistency that the Company and its IADs require.

D. Compounding Market Headwinds

47. The legislative, executive, and finance partner challenges described above have been further exacerbated by macroeconomic headwinds that have affected the residential solar industry more broadly. In late 2021, inflationary pressures prompted central banks to dramatically raise interest rates. The U.S. Federal Reserve ultimately raised its benchmark rate to a target range of 5.25%–5.5%, its highest level since 2001. While rates have since moderated, they remain elevated relative to the near-zero rate environment in which the residential solar industry experienced its most rapid growth.

48. Higher interest rates directly affect Freedom Forever's business in multiple ways. They increase the monthly payments homeowners must make on solar loans, reducing the economic advantage of solar relative to utility bills and suppressing consumer demand. They increase the cost of capital for tax equity financing structures, reducing the attractiveness of solar investment to institutional partners. And they increase the Company's own borrowing costs,

compressing margins and reducing the cushion available to absorb operational disruptions such as the finance company payment failures described above.

49. State-level regulatory changes have added further pressure. California—historically one of the largest U.S. residential solar markets and an important market for Freedom Forever’s IAD network—implemented significant reforms to its net energy metering program in 2023. These reforms substantially reduced the compensation homeowners receive for excess electricity exported to the grid, materially reducing the economic attractiveness of residential solar in the state and causing a significant decline in California solar demand that has reverberated across the industry.

50. Similarly, tariffs on solar panel components and uncertainty regarding the supply chain for photovoltaic equipment have increased installation costs and extended project timelines, squeezing Freedom Forever’s already-compressed margins and further complicating the economics of new project originations.

IV. Prepetition Restructuring Initiatives

51. To help navigate the extraordinary challenges described in **Part III**, the Company undertook a series of significant prepetition operational and financial restructuring initiatives.

52. *First*, the Company reviewed its cost structure and initiated meaningful reductions in corporate overhead, including significant workforce reductions across corporate functions, renegotiating or terminating non-critical vendor and service contracts, and consolidating the Company’s physical footprint. These actions have resulted in meaningful reductions to the Company’s monthly cash expenditure.

53. *Second*, the Company undertook a thorough review of its IAD network and identified those dealers who were most productively engaged and best positioned to generate new

business in the current market environment. The Company has sought to prioritize payment and support to its most productive IADs to sustain the Company's core origination pipeline even as the broader market has contracted.

54. *Third*, the Company has engaged in active dialogue with its finance company partners to resolve disputed payment obligations, regularize payment schedules, and where possible negotiate modifications to payment terms that better reflect current market realities and the Company's liquidity constraints. These negotiations remain ongoing postpetition.

55. *Fourth*, the Company retained experienced bankruptcy and restructuring counsel and financial advisors to assist in evaluating and implementing a comprehensive financial restructuring.

56. *Fifth*, the Company has engaged its principal secured lenders in restructuring discussions and is committed to working cooperatively with all stakeholders to maximize value and position Freedom Forever for long-term success.

57. Despite the severity of the circumstances giving rise to this case, I am confident that Freedom Forever possesses the technology, the relationships, the operational expertise, and the brand reputation to emerge from this process as a stronger and more sustainable enterprise. The fundamental long-term economics of residential solar remain compelling: utility costs continue to rise, battery storage technology continues to improve, and the American homeowner's appetite for energy independence remains strong. Freedom Forever is uniquely positioned to serve that market through its IAD-powered EPC platform, and this chapter 11 case is the vehicle through which the Company will reorganize its balance sheet and restore the financial foundation necessary to pursue that opportunity.

V. Facts in Support of First Day Relief

58. The Debtor has filed motions seeking relief that is immediately necessary to preserve and stabilize operations, avoid irreparable harm to the Debtor's estates and stakeholders, and lay the groundwork for a successful reorganization (collectively, the "First Day Motions").

A. Supplement to Employee Wages and Benefits Motion

59. The Debtor filed a motion (D.I. 6) (the "Wages Motion")⁸ seeking authority, but not direction, to pay prepetition wages, salaries, commissions and compensation to employees and IADs, including prepetition employee benefits and payroll related taxes and deductions, and honor and continue Freedom Forever's prepetition programs, policies and practices in the ordinary course, which the Court approved on an interim basis on April 17, 2026, up to a \$900,000 cap to be spent 70% on prepetition employee Compensation Obligations and 30% on prepetition Employee Benefit Obligations.

60. Following the entry of the Interim Order, the Debtor and its advisors further evaluated its Compensation Obligations and Employee Benefit Obligations. In the sound exercise of the Debtor's business judgment, the Debtor determined that payment of certain amounts outstanding related to Medical, Dental, and Vision Plans in the amount of approximately \$872,000; Life, AD&D, and Disability Insurance in the amount of approximately \$173,000; and the Workers' Compensation Program in the amount of approximately \$203,000, all of which is either due or comes due in the next twenty-one (21) days, is necessary to avoid immediate and irreparable harm to the Debtor's estate.⁹ Accordingly, the Debtor seeks authority to increase the \$900,000.00 cap

⁸ Capitalized terms not defined in this section are used as defined in the Wages Motion.

⁹ The Debtor understands from conversations with its insurance broker that the accrued amounts outstanding on the Medical, Dental, and Vision Plans and Life, AD&D, and Disability Insurance includes both the Debtor funded portion and the portion to be funded by Employees.

approved in the Interim Order to \$1.25 million to be used on account of the aforementioned obligations.

61. The Debtor's employees are integral to the Debtor's ability to continue operations and preserve going-concern value. Their loss would cause immediate, irreparable harm to the Debtor's business and payment of these obligations is critical to retention and morale.

B. Cash Collateral Motion

62. The Debtor filed a motion seeking entry of interim and final orders authorizing the use of cash collateral, approving the form and manner of adequate protection to be provided to SolarEdge and Tesla solely to the extent of any diminution in the value of their purported interest in cash collateral as a result of the Debtor's use thereof, waiving any applicable stay to provide for immediate effectiveness of the orders; scheduling a final hearing; and granting any related relief. Absent the use of cash collateral, the Debtor will not have sufficient liquidity to continue operating, and will suffer immediate and irreparable harm, including forcing the Debtor to abandon thousands of solar projects, permanently damaging and/or destroying landlord and vendor relationships, including with IADs, and leaving thousands of homeowners without completed solar installs and/or without the means to service or repair such systems, particularly in areas where there is a solar installer vacuum.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Dated: April 23, 2026

/s/ Brett Bouchy

Freedom Forever LLC
Name: Brett Bouchy
Title: Chief Executive Officer